

AGREEMENT

BETWEEN

**THE ASSOCIATION OF PENNSYLVANIA STATE COLLEGE
AND UNIVERSITY FACULTIES
(APSCUF)**

AND

**THE PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
(STATE SYSTEM)**

**FOR THE
NON-FACULTY ATHLETIC COACHES**

July 1, 2023, to June 30, 2027

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PREAMBLE

THIS AGREEMENT made and entered into this April 11, 2024, by and between the Board of Governors of the Pennsylvania State System of Higher Education (“STATE SYSTEM”) for and on behalf of itself, the STATE SYSTEM UNIVERSITIES and their respective Councils of Trustees, and the Association of Pennsylvania State College and University Faculties (“APSCUF”).

ARTICLE 1 DEFINITIONS

Section 1. “APSCUF” The Association of Pennsylvania State College and University Faculties, Inc.

Section 2. “COMMONWEALTH” The Executive Branch of the Commonwealth of Pennsylvania.

Section 3. “COACH” or “COACHES” All non-faculty athletic coaches who are members of the bargaining unit described in PLRB Case No. PERA-R-97-451-E.

Section 4. “REGULAR FULL-TIME COACH” A COACH who is designated by the UNIVERSITY as full-time, and who is in active pay status in every pay period of their service period.

Section 5. “REGULAR PART-TIME COACH” A COACH who is designated by the UNIVERSITY as less than a full-time COACH and who is expected to work fifty percent (50%) or more in order to be eligible for benefits as provided for herein.

Section 6. “STATE SYSTEM OF HIGHER EDUCATION” That system created by Act 188 of 1982, the State System of Higher Education Act, hereinafter referred to as the STATE SYSTEM, which shall consist of the Office of the Chancellor and all UNIVERSITIES of the State System of Higher Education.

Section 7. “UNIVERSITIES” All institutions of the STATE SYSTEM, including Cheyney University, Commonwealth University of Pennsylvania, East Stroudsburg University, Indiana University of Pennsylvania, Kutztown University, Millersville University, Pennsylvania Western University, Shippensburg University, Slippery Rock University, and West Chester University.

Section 8. “ROLL-OVER CONTRACT OF EMPLOYMENT” A minimum of a three (3) year or two (2) year Contract of Employment that may be renewed annually for one (1) or more additional years.

Section 9. “SERVICE PERIOD” A period of 47 weeks within a twelve (12) month period that a Regular full-time COACH is assigned duties.

Section 10. “CAMPUS” The individual locations that are Pennsylvania Western - California, Pennsylvania Western – Clarion, and Pennsylvania Western – Edinboro, which currently comprise Pennsylvania Western University and the individual locations that are Commonwealth – Bloomsburg, Commonwealth – Lock Haven, and Commonwealth – Mansfield, which currently comprise Commonwealth University of Pennsylvania.

Section 11. “BRANCH CAMPUS” A location separately identifiable from the primary teaching location(s) of a University and designated as such by a university president, at which university approved courses and programs are taught. A CAMPUS as defined above does not constitute a BRANCH CAMPUS.

ARTICLE 2 RECOGNITION

Section 1. The STATE SYSTEM and the UNIVERSITIES and each of them recognize APSCUF as the sole and exclusive bargaining agent for COACHES in the bargaining unit described and certified by the Pennsylvania Labor Relations Board in Case No. PERA-R-97-451-E with respect to the STATE SYSTEM’s obligations both to “negotiate” and to “meet and discuss” as those terms are used in Sections 701 and 702, respectively, of the Public Employee Relations Act (“Act 195”).

Section 2. Should additional UNIVERSITIES, branch campuses of UNIVERSITIES, or UNIVERSITY teaching locations be established, any intercollegiate athletic COACHES as described in PLRB Case No. PERA-R-97-451-E, employed by the STATE SYSTEM who work at such sites shall be covered by the terms and conditions of this Agreement.

ARTICLE 3 FAIR PRACTICES

Section 1. Neither party hereto nor any COACH shall discriminate against any other COACH or candidate for employment on the basis of race, creed, color, sex, gender, gender identity or expression, genetic information, disability, sexual orientation, veteran status, family status, age, national origin, APSCUF membership or activity or lack thereof, political belief and/or affiliation, or on account of any other basis prohibited by law, including harassment based upon any such status noted above. Where existing laws against discrimination require accommodation, the STATE SYSTEM will accommodate to the extent required by law.

Section 2. There shall be no discrimination by either of the parties hereto or any COACH against members of the same family regarding concurrent employment at any UNIVERSITY.

Section 3. If any provision of this Agreement is in conflict with the Civil Rights Act of 1964, as amended, or Executive Orders 11246 and 11375, as amended, the provisions of such laws, orders, rules or regulations shall prevail. Any rule not consistent with this Agreement and adopted by the STATE SYSTEM subsequent to the signing of this Agreement, shall not prevail against the terms of this Agreement.

Section 4. The STATE SYSTEM/UNIVERSITIES and APSCUF, as the representative of COACHES, shall meet and discuss at the STATE SYSTEM level during the term of this Agreement on such aspects of this Article that are of mutual interest.

ARTICLE 4

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Intent. It is the declared objective of the STATE SYSTEM / UNIVERSITIES and APSCUF to encourage the just resolution of grievances. In order to effect a prompt resolution of grievances at the earliest possible opportunity, the STATE SYSTEM/UNIVERSITIES, APSCUF and the COACHES shall make available one to the other all known relevant facts so as to enable the parties to resolve grievances. The parties further agree that the orderly processes hereinafter set forth below shall be the sole method used for the resolution of grievances.

Section 2. A grievance may be filed by a COACH, a group of COACHES, or APSCUF. APSCUF may present a policy grievance [one that affects more than one (1) COACH] at any step of the grievance procedure prior to arbitration. A grievance filed at Step One by a COACH, a group of COACHES, or APSCUF or a Statewide grievance filed at Step Two by APSCUF must be filed within forty (40) calendar days of the occurrence giving rise to the grievance or within forty (40) calendar days of the date on which the grievant(s) or APSCUF learned of such occurrence, with the exception that if the forty (40) days expire between May 1 and September 1 of any year, the grievance shall be submitted by September 30 of such year or within forty (40) calendar days, whichever comes later.

Section 3. Definition. A “grievance” is an allegation by APSCUF or a COACH or group of COACHES that there has been a specific violation, misinterpretation or improper application of an Article(s) and Section(s) of this Agreement by the STATE SYSTEM/ UNIVERSITIES and a statement of the remedy being requested. It is understood and agreed between the parties that APSCUF or a COACH will be allowed to make amendments to the grievance up to the submission of Step Two. It is also understood that if such amendments are made to a grievance in the submission to Step Two, either party may resubmit to Step One for reconsideration.

Section 4. Procedure.

Step One. APSCUF or a COACH or a group of COACHES shall present a grievance orally or in writing stating the facts, and listing the Articles and Sections of this Agreement or the specific regulation(s) or procedure(s) upon which the grievance is based. Such written grievance(s) shall be submitted to the President or their designee within forty (40) calendar days of the occurrence giving rise to the grievance or within forty (40) calendar days of the date on which the grievant or grievants learned of such occurrence, except as provided in Section 2. above. The President or their designee shall have twenty (20) calendar days following the receipt of such written grievance to investigate the matter as

they shall deem appropriate, discuss the matter with the grievant, group of grievants and/or the local APSCUF grievance chairperson or their designee where appropriate, and to submit a written response.

Step Two. If the grievance has not been resolved at Step One, APSCUF or a COACH or a group of COACHES may, within fifteen (15) calendar days after the decision from the President or their designee at Step One is due, submit a written appeal to the Chancellor of the STATE SYSTEM or their designee. The Chancellor of the STATE SYSTEM or their designee shall have thirty (30) calendar days following the receipt of such written appeal to submit a written response to the grievant, group of grievants and APSCUF.

Step Three – Binding Arbitration. If the grievance has not been resolved at Step Two, APSCUF, but not an individual COACH or group of COACHES, has the sole right to refer a grievance to arbitration and to conduct the proceeding as a party, and shall within forty (40) calendar days of the receipt of the written response from Step Two submit a written notice to the Chancellor of the STATE SYSTEM or their designee of its intent to submit the grievance to binding arbitration. It is understood that only APSCUF, or counsel for APSCUF, may present the case in support of any grievance at arbitration.

Section 5. The parties shall have the right mutually to agree upon the arbitrator, but in the event they cannot agree within fifteen (15) calendar days of receipt of the notice to arbitrate, the matter shall forthwith be submitted to the American Arbitration Association for the appointment of an arbitrator. In all cases, selection of the arbitrator and the arbitration proceedings shall be conducted in accordance with the Voluntary Labor Arbitration rules of the American Arbitration Association at the time obtaining. The arbitration hearing shall be held at such time and place as is convenient to the parties, consistent with the circumstances of the case.

Section 6. The decision of the arbitrator shall be final and binding upon the parties, except where the decision would require an enactment of legislation in which case the decision shall be binding only if and when such legislation is enacted. The arbitrator shall have no authority to add to, subtract from, or modify this Agreement. Each case shall be considered on its merits and this collective bargaining agreement shall constitute the sole basis upon which the decision shall be rendered. If there is a question as to whether the arbitrator has jurisdiction to hear a case, this question must be heard and an immediate bench ruling issued by the arbitrator prior to their hearing and deciding the merits of the case. The arbitrator shall confine themselves to the precise issue the parties have agreed to submit for arbitration and shall have no authority to determine any other issues not so submitted to them. The arbitrator shall be requested to issue their decision within thirty (30) calendar days after the hearing or receipt of the transcript of the hearing.

Section 7. The arbitrator's fees and expenses shall be shared equally by APSCUF and the STATE SYSTEM/UNIVERSITIES, but each party shall bear its own cost of preparing and presenting its case to the arbitrator. Where one of the parties to this Agreement requests a postponement of a previously scheduled arbitration that results in a postponement charge, the

postponing party shall pay such charge, unless the postponement results in a settlement of the grievance, in that event, the charge shall be divided equally among the parties. A postponement charge resulting from a joint postponement request shall be shared equally by the parties. Either party to an arbitration may request that a transcript of the hearing be made. The requesting party shall pay the cost for the transcript and shall provide a copy free of charge to the arbitrator. In the event the party, who did not order a copy of the transcript at the hearing, subsequently decides to order a copy of the transcript, that party shall share equally in the cost of the copy of the transcript provided to the arbitrator.

Section 8. The failure of either party to demand compliance with or to comply with the time limits of Steps One or Two of Paragraph 3 of this Article shall not bar either party from requiring that the stated time limits at Step Three be met.

Section 9. If a COACH has the right to appeal a discharge or other disciplinary action as allowed by another Article of this Agreement, they may do so at the second step of the grievance procedure. Any such appeal must be presented in writing within fifteen (15) calendar days after the COACH has received written notice of the disciplinary action. A copy of the written notice shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the COACH, whichever is earlier.

Section 10. Time of the Essence.

A. The filing of a grievance or appeal from any step of this grievance procedure or the notice of any intent to arbitrate shall be accomplished within the time limits specified and, in the event such is not done, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by written or oral mutual agreement for any reason, and reasonable requests for extensions shall not be arbitrarily denied; and provided, further, that a grievant shall not be penalized as to time if they have been misled by a representative of the STATE SYSTEM/UNIVERSITIES.

B Failure to communicate a decision at any step of this grievance procedure within the specified time limits shall permit it to be advanced to the next step of the procedure, unless a longer period is established by mutual consent.

Section 11. Rights of APSCUF.

A. APSCUF's representative(s) shall be advised of the existence of a grievance as soon as the UNIVERSITY Administration becomes aware of its existence. As early as possible and practical, copies of all transcripts, documents and correspondence filed with respect to a grievance shall be made available to APSCUF, and at APSCUF's request be provided to APSCUF. Costs of reproduction shall be borne by APSCUF should the STATE SYSTEM/UNIVERSITIES request such payment.

B. Any individual COACH or group of COACHES shall have the right at any time to present grievances to the STATE SYSTEM/UNIVERSITIES and have them adjusted without

the intervention of APSCUF as long as the adjustment is not inconsistent with the terms of this Agreement, and provided further that APSCUF has been given the opportunity to be present at such adjustment.

C. APSCUF's representative(s) shall be permitted to represent the grievant when requested to do so by the grievant and, in any event, to represent and speak on behalf of APSCUF's particular point of interest in connection with that grievance. In this regard, it is understood that the grievant has the right to represent themselves and APSCUF shall not interfere with that right.

Section 12. Disposition of Grievances. Any settlement, withdrawal or disposition of a grievance at Step One in paragraph 3 above shall not constitute a binding precedent for the settlement of similar grievances in the future. The parties shall endeavor to implement fully any settlement agreement(s) or arbitration award(s) within sixty (60) days of the receipt of said agreement or award.

ARTICLE 5 RIGHTS AND PRIVILEGES OF APSCUF

Section 1. Duly authorized representatives of APSCUF shall be permitted to transact official APSCUF business on behalf of COACHES on UNIVERSITY property at reasonable times, provided that such business shall not interfere with or interrupt normal UNIVERSITY operations or the responsibilities of COACHES.

Section 2. APSCUF shall have access to the use of UNIVERSITY equipment at reasonable times and after reasonable notice, provided such use does not interfere with the normal operations of the UNIVERSITY. APSCUF shall pay the cost of all materials, supplies and other charges incident to such use, including postage and telephones.

Section 3. The STATE SYSTEM/UNIVERSITIES shall make available to APSCUF, upon its reasonable request and within a reasonable time thereafter, such accurate information records, statistics and financial data related to the bargaining unit and operation of the UNIVERSITIES that are in the possession of the STATE SYSTEM/UNIVERSITIES or its agents and are necessary for negotiations and/or the implementation of this Agreement.

Section 4. COACHES shall be permitted to participate in meetings of APSCUF provided that UNIVERSITY management is given at least one week advance notice and that the duties and responsibilities of the COACHES are fulfilled, and provided further that any additional costs to the UNIVERSITY that arise as a result of the COACHES' participation in such meetings will be paid for by APSCUF, and provided finally that all expenses of the COACHES who participate in such meetings shall be paid for by APSCUF.

Section 5. The UNIVERSITIES shall advise APSCUF of all vacancies for COACHES in faculty, coaching, and management positions, but neither APSCUF nor COACHES shall have any special rights with respect to any such vacancies. The UNIVERSITIES are not required to send duplicative notices to APSCUF of vacancies.

Section 6. APSCUF shall have the right to use the UNIVERSITY'S mail distribution service (including electronic mail) for APSCUF official communications. The UNIVERSITY will not block APSCUF email addresses.

Section 7. The STATE SYSTEM and/or the UNIVERSITIES shall advise the appropriate body of APSCUF two weeks in advance, or promptly after scheduling, of the open meetings of the UNIVERSITY'S Council of Trustees and of the STATE SYSTEM'S Board of Governors; and shall provide APSCUF with a copy of the advance agenda for any such meetings, if one is available. APSCUF, as the exclusive bargaining agent for the COACHES, shall at reasonable times and upon reasonable notice, have the right to request a place on the agenda for any such meeting. Any such request shall not be unreasonably denied. In addition, APSCUF shall be provided with copies of official minutes of all such meetings upon publication, provided the same are available for public distribution.

Section 8. All newly-hired COACHES shall be invited to attend a University-wide orientation once each year. APSCUF's designated representative shall be given a place on the agenda for at least 90 minutes at any formal UNIVERSITY-wide orientation.

Section 9. APSCUF may designate a COACH as a representative at each of the following UNIVERSITIES: Cheyney, East Stroudsburg, Indiana, Kutztown, Millersville, Shippensburg, Slippery Rock, and West Chester, a COACH at each CAMPUS of Commonwealth University of Pennsylvania and Pennsylvania Western University, and up to two (2) statewide representatives from all UNIVERSITIES who shall be granted priority in the scheduling of athletic facilities and other professional responsibilities, except for previously scheduled athletic contests, in order to facilitate the implementation of this Agreement.

Section 10. Meet and Discuss

A. The Chancellor of the STATE SYSTEM or their designee shall meet monthly with a committee appointed by APSCUF for the purpose of discussing matters related to the implementation of this Agreement.

B. 1. The UNIVERSITY President or their designee shall meet monthly with a committee appointed by the UNIVERSITY Chapter of APSCUF for the purpose of discussing matters related to the implementation of this Agreement unless APSCUF requests to have a separate meet and discuss format for COACHES at the UNIVERSITY level.

2. Meet and Discuss at Pennsylvania Western University and Commonwealth University of Pennsylvania:

a. The management designee shall meet monthly with a committee appointed by the CAMPUS Chapter of APSCUF for the purpose of discussing matters related to the implementation of this agreement.

b. Alternatively, by agreement of both parties, monthly meet and discuss may be held in the following formats: 1) One or more campuses meeting jointly with the University President or designee; or 2) One or more campuses meeting jointly with the faculty at the UNIVERSITY level.

c. At the request of either party, an additional meet and discuss meeting may occasionally be held in any of the above formats. Such requests shall not be unreasonably denied.

C. Meetings shall be scheduled in such manner and at such times as the parties may mutually determine.

D. A record of the proceedings of such meetings, which accurately reflects the substance of the discussion, shall be maintained if the parties at such meetings mutually agree.

ARTICLE 6 RIGHTS OF THE STATE SYSTEM/UNIVERSITIES

Section 1. The STATE SYSTEM/UNIVERSITIES at their sound discretion, possess the right, in accordance with applicable laws, to manage all operations and UNIVERSITY sports including the direction of COACHES and the right to plan, direct and control the operation of all facilities and property of the STATE SYSTEM, except as modified by this Agreement.

Section 2. As provided by Act 195 (Section 702), matters of inherent managerial policy are reserved exclusively to the STATE SYSTEM/UNIVERSITIES. These include but shall not be limited to such areas of discretion or policy as the functions and programs of the public employer (STATE SYSTEM/UNIVERSITIES), standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

Section 3. The listing of specific rights in this Article is not intended to be or should not be considered restrictive or a waiver of any of the rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the STATE SYSTEM/UNIVERSITIES in the past.

ARTICLE 7 DUTIES, RESPONSIBILITIES, AND WORKLOAD

Section 1. It is recognized that intercollegiate athletics is a component of a UNIVERSITY's educational program and that COACHES have the responsibility to promote the academic success of student athletes. COACHES may also inform student athletes about possible conflicts between class meeting times and practices, and competitions. Other duties and responsibilities may include but need not be limited to the following:

A. Recruitment of student athletes.

- B. Planning and management of competitions and practices.
- C. Compliance with the rules and regulations of the NCAA, existing PSAC rules and regulations, and/or the rules and regulations of any other athletic conference of which the UNIVERSITY is a member.
- D. Fundraising.
- E. Planning and management of camps.
- F. Advising student athletes about STATE SYSTEM/UNIVERSITY athletic policies and the requirements of the NCAA, PSAC, and/or any other athletic conference of which the UNIVERSITY is a member.
- G. Budgeting.
- H. For Head COACHES: Evaluating assistant COACHES and exercising the ultimate responsibility for the direction of the program.

Section 2. A COACH may perform administrative, facilities' management, or other non-coaching duties if such duties are part of their current assignment, or if part of a new COACH'S assignment when hired. If the UNIVERSITY wants to assign new administrative, facilities' management, or other non-coaching duties to a COACH during the term of a Contract of Employment, the COACH may decline the assignment without prejudice to the COACH'S employment or request that the proposed assignment be referred to the separate meet and discuss format for COACHES at the UNIVERSITY level for a recommended resolution of any issues in dispute.

Section 3. Workload

A. Regular Full-Time COACHES

1. Regular full-time COACHES shall be assigned coaching duties for 47 weeks of a twelve (12) month period (hereinafter "service period"). Hospital/medical insurance, supplemental benefits, and life insurance shall continue for the twelve (12) month period. The service period need not be consecutive months, weeks, or days. The service period shall be determined by the Athletic Director after discussion with the Regular, full-time COACH.

2. A Regular, full-time COACH shall not be entitled to any additional compensation for periods of time outside of their service period. However, if a Regular, full-time COACH is directed by a supervisor to work outside of their service period, such COACH shall receive compensation proportionate to their salary.

3. A Regular, full-time COACH shall not be entitled to use paid leave for periods of time outside their service period.

4. Each Regular full-time head COACH shall submit in advance a monthly schedule to the designated person for their approval. Such schedule may be modified by the head COACH with the approval of the designated person.

5. Each Regular full-time assistant COACH shall submit in advance a monthly schedule to the head COACH for their approval. A copy shall also be sent to the designated person. Such schedule may be modified by the assistant COACH with the approval of the head COACH, who shall send a copy of the modified schedule to the designated person.

6. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

7. The schedule for Regular full-time head and assistant COACHES need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport they coach and/or other functions assigned to a COACH.

8. COACHES who have been designated by the UNIVERSITY as Regular full-time head and assistant COACHES and who currently work a service period of less than 47 weeks shall not have their service period lengthened without an appropriate salary increase as determined by the UNIVERSITY. Any such increase shall be in addition to salary increases provided for in this Agreement.

B. Regular Part-Time COACHES

1. Regular part-time COACHES shall be designated by the UNIVERSITY, and the assigned workload shall be set forth in the individual COACH'S Contract of Employment.

2. Each Regular part-time head COACH shall submit in advance a monthly schedule to the designated person for their approval. Such schedule may be modified by the Regular part-time head COACH with the approval of the designated person.

3. Each Regular part-time assistant COACH shall submit in advance a monthly schedule to the head COACH for their approval. A copy shall also be sent to the designated person. Such schedule may be modified by the Regular part-time COACH with the approval of the head COACH, who shall send a copy of the modified schedule to the designated person.

4. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

5. The schedule for Regular part-time head and assistant COACHES need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport they coach and/or other functions assigned to a COACH.

C. Other COACHES

1. The work period for COACHES who are neither Regular full-time nor Regular part-time shall be determined by the Athletic Director after discussion with the COACH and/or head COACH, if applicable.

2. COACHES covered under this subsection shall submit, in advance, a monthly schedule to the designated person for their approval. Such schedule may be modified by a COACH with the approval of the designated person. The monthly schedule need not reflect regular hours of work such as nine (9) to five (5), but should reflect the demands of the sport and/or other functions assigned to a COACH.

3. Local APSCUF and a UNIVERSITY may agree to the submission of a schedule other than monthly.

D. If a part-time COACH is directed by a supervisor to work more than their assigned workload as specified in the Contract of Employment, they may file a grievance pursuant to Article 4, GRIEVANCE PROCEDURE AND ARBITRATION. A head COACH does not have the authority to direct a part-time COACH to work more than the assigned workload as set forth in the Contract of Employment.

E. Camps and Clinics

1. Camps and clinics run by Regular full-time COACHES shall be scheduled within the 47-week service period provided for in Section 3.A. above.

2. Current practices regarding compensation for camps and clinics, including dual compensation, run by Regular full-time COACHES employed as of the effective date of this Agreement shall continue.

3. Current practices regarding participation in and compensation for camps and clinics, including dual compensation, for Regular part-time head and assistant COACHES shall continue.

F. Fundraising

1. The monthly schedule submitted by Regular full-time and part-time COACHES shall reflect the fundraising activities that shall be performed for their sport.

2. COACHES may be required to perform fundraising activities that benefit a UNIVERSITY's athletic program on three (3) days per year.

3. Beginning with the Fall 2024 semester, a UNIVERSITY shall provide each COACH information quarterly regarding funds raised, expenditures against those funds, and the balances in their respective fundraising accounts maintained by the UNIVERSITY. Beginning with the Fall 2024 semester, a UNIVERSITY shall make a good faith effort to

provide each COACH information quarterly that the university receives from other sources respective to a COACH's fundraising account.

The information shall include quarterly and fiscal year to date data, and the information shall also be emailed to local APSCUF.

G. Compensatory Leave

1. In the event a non-exempt, full-time COACH is required by the employer to work more than 40 hours in a work week, the non-exempt coach may, by mutual agreement between the Employer, the Coaches Committee chairperson and the non-exempt COACH, receive compensatory time in lieu of pay for each hour worked as follows:

a. Compensatory time at the rate of one hour for each hour worked between 37 ½ and 40 hours in a work week.

b. Compensatory time at the rate of one and one-half hours for each hour worked in excess of 40 hours in a work week.

2. In the event a non-exempt, part-time COACH is required by the employer to work more than 40 hours in a work week, the non-exempt, part-time COACH may, by mutual agreement between the Employer, the Coaches Committee chairperson and the non-exempt COACH, receive compensatory time in lieu of pay at the rate of one and one-half hours for each hour worked in excess of 40 hours in a work week.

3. Compensatory time earned shall be scheduled by the Employer in an effort to minimize the amount of accumulated but unused compensatory time. The Employer shall make reasonable efforts to schedule earned compensatory time at times requested by the non-exempt COACH subject to management's responsibility to maintain efficient operations.

4. Earned but unused compensatory leave will be paid each year on the official start date of the COACH's sport season. Payment shall be at the rate of pay of the COACH in effect at the time of payment.

5. A COACH who is separated from the service of the Employer for any reason prior to taking compensatory time earned in accordance with the provisions above shall be compensated at the appropriate rate of pay in lump sum for any unused compensatory time accumulated.

Section 4. Interim Assignments

A Regular full-time COACH who, in addition to performing their duties, is assigned on an interim basis:

A. the duties of a vacant coaching position, or

- B. the duties of a COACH who is on
 - 1. a leave of absence extending greater than two weeks, or
 - 2. a disciplinary absence extending greater than two weeks,

shall receive reasonable additional compensation. The additional compensation shall be a minimum of 125% of the COACH's regular base salary for the period in which they are assigned the additional duties.

ARTICLE 8 CONTRACTS OF EMPLOYMENT

Section 1.

A. Appointment as a COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A, B or F. The Contract of Employment for a COACH employed on the effective date of this Agreement shall continue to be in force unless a COACH has been notified prior to the effective date of this Agreement that their Contract of Employment will not be renewed or extended.

B. The suggested language for an extension or renewal, as appropriate, of an existing contract of employment is contained in Appendix D.

Section 2.

A. Decisions not to renew or extend the Contract of Employment for any COACH shall not be reviewable in any manner through the grievance and arbitration procedure.

B. If the President or their designee decides not to renew or extend the Contract of Employment of a Regular full-time or Regular part-time COACH, the President or their designee will communicate, in writing, the reasons for such action in the non-renewal notice. The Regular full-time or Regular part-time COACH may request a meeting with the President or designated decision-maker to discuss the reasons for the non-renewal. The COACH may bring an APSCUF representative to the meeting. Neither the decision nor the reason(s) shall be reviewable in any manner through the grievance and arbitration procedure.

Section 3. Regular Full-Time Head COACHES

A. Appointment as a Regular full-time head COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A. The Contract of Employment for a Regular full-time head COACH will reflect a full 12-month period, e.g., July 1 – June 30.

B. During the first five (5) full consecutive years of employment as a Regular full-time head COACH at their UNIVERSITY, the President or their designee may, in their sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a

maximum of three (3) years. A Regular full-time head COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at their UNIVERSITY for two (2) years following the expiration of the Regular full-time head COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time head COACH at their UNIVERSITY, a Regular full-time head COACH shall receive a minimum of a three (3) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or their designee, be extended annually for one (1) or more additional years. The overall length of a ROLL-OVER CONTRACT OF EMPLOYMENT and extension shall not exceed six (6) years.

D. The President or their designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular full-time head COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time head COACH'S Contract of Employment for one (1) additional year. Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 4. Regular Full-time Assistant COACHES

A. Appointment as a Regular full-time assistant COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix B. The Contract of Employment for a Regular full-time assistant COACH will reflect a full 12-month period, e.g., July 1 – June 30. At the recommendation of the head COACH, the UNIVERSITY may give a Regular Full-Time Assistant COACH the designation "Associate Head Coach." Decisions regarding the designation of a Regular Full-Time Assistant COACH as an "Associate Head Coach" shall not be reviewable in any manner through the grievance and arbitration procedure. The designation of a Regular Full-Time Assistant COACH as an "Associate Head Coach" confers no additional duties, compensation, or benefits.

B. During the first five (5) full consecutive years of employment as a Regular full-time assistant COACH at their UNIVERSITY, the President or their designee may, in their sole discretion, set the duration of the Contract of Employment or any renewal thereof for up to a maximum of two (2) years. A Regular full-time assistant COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at their UNIVERSITY for two (2) years following the expiration of the Regular full-time COACH'S Contract of Employment.

C. After completion of five (5) full consecutive years of employment as a Regular full-time assistant COACH at their UNIVERSITY, a Regular full-time assistant COACH shall receive a minimum of a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or their designee, be extended annually for one (1) or more additional years. The overall length of a ROLL-OVER CONTRACT OF EMPLOYMENT and extension shall not exceed four (4) years.

D. The President or their designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular full-time assistant COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular full-time assistant COACH'S Contract of Employment for one (1) additional year. Upon the expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice by the UNIVERSITY.

Section 5. Regular Part-Time COACHES

A. Appointment as a Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix A or B. At the recommendation of the head COACH, the UNIVERSITY may give a Regular Part-Time Assistant COACH the designation "Associate Head Coach." Decisions regarding the designation of a Regular Part-Time Assistant COACH as an "Associate Head Coach" shall not be reviewable in any manner through the grievance and arbitration procedure. The designation of a Regular Part-Time Assistant COACH as an "Associate Head Coach" confers no additional duties, compensation, or benefits.

B. During the first five (5) full consecutive Contracts of Employment as a Regular part-time COACH at their UNIVERSITY, the President or their designee, may in their sole discretion, set the duration of the Contract of Employment or any renewal thereof up to a maximum of two (2) years. A Regular part-time COACH whose Contract of Employment is not renewed as provided for above shall be ineligible for rehire in the same sport at their UNIVERSITY for two (2) years following the expiration of the Regular part-time COACH'S Contract of Employment.

C. After completion of the fifth full consecutive Contract of Employment as a Regular part-time COACH at their UNIVERSITY, a Regular part-time COACH shall receive a minimum of a two (2) year ROLL-OVER CONTRACT OF EMPLOYMENT that may, at the sole discretion of the President or their designee, be extended annually one (1) additional year.

D. The President or their designee shall provide sixty (60) days' notice if the Contract of Employment of a Regular part-time COACH shall not be renewed or extended. Failure to provide the required notice shall result in the extension of the Regular part-time COACH'S Contract of Employment for one (1) additional year. Upon expiration of the one (1) additional year, the Contract of Employment shall expire without any additional notice from the UNIVERSITY.

Section 6. Other Than Regular Full-Time and Part-Time COACHES

A. Appointment as other than a Regular full-time or Regular part-time COACH shall be pursuant to a Contract of Employment in the form set forth in Appendix F.

B. The President or their designee may, in their sole discretion, set the duration of a Contract of Employment or any renewal thereof for a maximum of up to two (2) years.

Section 7.

A. When a UNIVERSITY is considering elimination of a sport from its athletic program, it will notify local APSCUF no later than ten (10) calendar days after the conclusion of the respective sport's PSAC championship competition. Such notice will be at least ninety (90) days prior to the effective date of the sport's elimination. The UNIVERSITY will extend to local APSCUF an opportunity to meet and discuss within thirty (30) days of the notice.

B. If a UNIVERSITY decides to eliminate a sport from the UNIVERSITY'S athletic program, the COACH will be reassigned and the compensation and benefit obligations will be honored for the term of the Contract of Employment or until the COACH is employed elsewhere.

Section 8. A President or their designee shall retain the right, at their sole discretion, to buy-out a Contract of Employment for any reason subject to the compensation and benefit obligations set forth in the Contract of Employment. Such a decision shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 9.

A. If a UNIVERSITY hires a part-time COACH as a Regular full-time COACH and such action results in a change in duties and responsibilities, they shall be required to complete five (5) full consecutive years of employment as provided in Sections 3.B or 4.B above. Up to three (3) years of time spent as a part-time COACH at the UNIVERSITY shall be counted toward the requirement to complete five (5) full consecutive years of employment at the UNIVERSITY.

B. If a UNIVERSITY hires a Regular full-time assistant COACH from the same or another UNIVERSITY as a Regular full-time head COACH during the assistant COACH's first five (5) consecutive years of employment, the COACH shall have up to a maximum of three (3) years of their time spent as an assistant COACH counted toward the requirement to complete five (5) full consecutive years of employment. The COACH shall have to complete a minimum of two (2) years of employment as the head COACH before they will become eligible for a ROLL-OVER CONTRACT OF EMPLOYMENT at the UNIVERSITY.

C. If a UNIVERSITY hires a Regular full-time assistant COACH from the same or another UNIVERSITY as a Regular full-time head COACH during the COACH's ROLL-OVER CONTRACT OF EMPLOYMENT, the COACH shall have to complete one (1) full year of employment as the head COACH before they will become eligible for a ROLL-OVER CONTRACT OF EMPLOYMENT in the head coaching position at the UNIVERSITY.

Section 10. COACHES who perform work on an interim basis shall have their time served in the interim position applied towards roll-over, if successfully hired into the interim position, or have the time served as an interim coach applied towards the COACH's previous position held if they return immediately to that coaching position.

Section 11. Any dispute between the COACH and the STATE SYSTEM/ UNIVERSITIES involving the interpretation or application of any provision of the COACH'S Contract of Employment will be subject to resolution through the grievance procedure set forth in Article 4 of this Agreement, except that a President's or their designee's decision not to renew, extend, or buy-out a Contract of Employment, shall not be subject to review in any manner through the grievance and arbitration procedure.

Section 12. Resignation

Any COACH who does not intend to return for the following sports year shall so notify the President or their designee at the earliest possible time, but not later than sixty (60) days prior to the resignation date.

Section 13. Notification

The President or their designee shall provide State APSCUF with a copy of any new contract of employment, letter advising a COACH that their contract of employment will be renewed or extended, letter advising a COACH that their contract of employment will not be renewed or extended, and letter of acceptance of resignation or retirement submitted by a COACH. Such copies are for informational purposes and shall be emailed to State APSCUF on the day issued to the COACH. Failure to provide such copies shall not adversely affect any action taken by the respective UNIVERSITY.

**ARTICLE 9
LEAVES OF ABSENCE**

Section 1. Sick Leave

A. Accrual

1. Eligible Regular full-time COACHES (for purposes of this Section "coaches") shall accrue sick leave at the rate of fifteen (15) days for each 47-week service period.

2. Eligible Regular part-time COACHES (for purposes of this Section "coaches") shall accrue sick leave on a pro-rated basis.

3. Sick leave shall be cumulative from year to year up to a maximum of 300 days. There shall be no compensation for unused sick leave upon separation or if a Contract of Employment is not renewed.

4. The provisions of this Section shall not preclude the granting of additional sick leave by administrative action.

B. Usage

1. Assistant COACHES shall submit written or electronic requests for sick leave in advance, to the extent possible, to the head COACH.
2. Head COACHES shall submit written or electronic requests for sick leave in advance, to the extent possible, to the Athletic Director.
3. Sick leave shall be granted and charged for each day of absence when a COACH is scheduled to work, provided that no COACH shall be charged more than five (5) days of sick leave for a week and no more than seven and one-half (7½) hours of sick leave per day.
4. No sick leave shall be used if the reason for the requested sick leave is an accidental injury that occurred while an eligible COACH was engaged in remunerative work unrelated to UNIVERSITY duties.
5. A physician's statement may be required for absences of three (3) or more consecutive days because of illness or where management has reason to believe sick leave is being abused.
6. Where sickness in the immediate family requires an eligible COACH's absence from work, a COACH may use not more than five (5) days of sick leave in each Contract of Employment year. Immediate family, for purposes of this paragraph, is defined as the following persons: husband, wife, child, foster-child, step-child, parent, or brother or sister of the COACH. The UNIVERSITY may require proof of such family sickness in accordance with paragraph B.5 above.
7. An eligible COACH may use up to five (5) days of sick leave for the death of a spouse, parent, step-parent, child, foster-child, or step-child and up to four (4) days of sick leave for the death of a brother, sister, step-brother, step-sister, child of a sibling, grandparent, step-grandparent, grandchild, step-grandchild, brother-in-law or sister-in-law, son-in-law or daughter-in-law, parent-in-law, grandparent-in-law, aunt, uncle, any relative residing in the COACH'S household, or any person with whom the COACH has made their home.

C. Sick Leave Bank

The parties agree that COACHES who earn sick leave may participate in the APSCUF faculty sick leave bank.

1. All Regular full-time COACHES who have earned a minimum of fifty (50) days of sick leave shall be required to contribute one (1) day of sick leave each year to the sick leave bank. Should the sick leave bank be depleted, COACHES may contribute unused sick leave on a voluntary basis.
2. An eligible COACH who has exhausted all accumulated, paid leave and

personal days may submit a request to local APSCUF to use days from the sick leave bank.

3. The sick leave bank will be administered by local APSCUF.

4. Local APSCUF shall notify the UNIVERSITY of any COACH who has received approval to withdraw paid sick leave from the bank and the number of days approved. Local APSCUF shall provide the UNIVERSITY with a report of all sick leave bank activity at the end of each academic year.

D. Payment for Sick Leave on Retirement

1. A COACH who retires shall be paid for their unused sick leave in accordance with the schedule below if they retire in accordance with the conditions in subsection 2:

<u>Days Accumulated</u>	<u>Days Paid</u>
10 to 74 days	10
75 to 149 days	20
150 to 224 days	30
225 to 299 days	40
300 and over	50

2. Eligibility for payment under subsection 1 above shall be as follows:

a. Retirement at age sixty (60) or above with five (5) years of COMMONWEALTH/STATE SYSTEM service as a COACH.

b. Disability retirement under the State Employees' Retirement System, or the Public School Employees' Retirement System. For purposes of this subsection, a retirement under the Alternative Retirement Plan shall be considered disability retirement if the retiree meets the standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix C.

c. Retirement under age sixty (60) with at least twenty-five (25) years of COMMONWEALTH/STATE SYSTEM service. The twenty-five (25) years of service need not all be as a COACH but may include periods of COMMONWEALTH/STATE SYSTEM service in other than coaching positions.

3. A COACH shall not be paid for part days of accumulated sick leave.

4. If a COACH dies while in active service, unused sick leave shall be paid in accordance with Section 1.D.1 above to the designated beneficiaries of the deceased COACH provided that the COACH would have been eligible under Section 1.D.2. above or the COACH had seven (7) full years of COMMONWEALTH/STATE SYSTEM service. In the event of a work-related death, fifty (50) days of unused sick leave shall be paid to the designated beneficiaries, regardless of the age or number of years of service of the COACH.

5. No payment shall be construed to add to the credited service of the retiring COACH or to the retirement covered compensation of the member.

6. Payment for unused sick leave as provided in this Section shall be at the rate of pay of the COACH on the date of retirement.

Section 2. Civil Leave

A. COACHES who have not volunteered for jury duty and are called for jury duty or are not a party in a civil or criminal court proceeding but are subpoenaed as a witness to attend such a court proceeding shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending court. Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

B. COACHES who are subpoenaed as witnesses or who are named parties in the following administrative hearings shall continue to receive their rate of pay, as defined in the Contract of Employment, while attending such hearings: Unemployment Compensation Board of Review Referee, Workers' Compensation Judge, Workers' Compensation Appeal Board, State Civil Service Commission, and Pennsylvania Human Relations Commission.

Evidence of such duty in the form of a subpoena or other written notification shall be presented to the immediate supervisor as far in advance as practicable.

C. The term "court" as used in this Section is intended to mean only the following courts: Minor Judiciary Court, Court of Common Pleas, Commonwealth Court, and the United States District Court.

D. COACHES, while performing firefighting duties, civil air patrol activities or civil defense rescue work during a fire, flood, hurricane or other disaster, may be granted leave with pay.

E. Volunteer participation in firefighting activities, emergency medical technician activities, civil air patrol activities, or civil defense rescue work shall require the prior approval of the President or their designee. COACHES absent from work for reasons under paragraph 3.D of this Section shall be required to obtain a written statement from the fire company, forest unit, emergency management agency or other organization with which they served, certifying as to their activities during the period of absence.

Section 3. Work-Related Injury Leave

A. A COACH who sustains a work-related injury as the result of which the COACH is disabled, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, shall be entitled to work-related disability leave. Work-related disability leave is a leave of absence for which the COACH will be paid full pay reduced

by an amount that yields a net pay, including Workers' Compensation and Social Security Disability Benefits, that is equal to the COACH'S net pay immediately prior to the injury. Net pay prior to injury is defined as gross base pay minus federal, state, and local withholding and Social Security and retirement contributions. Work-related disability leave shall be payable for an aggregate of twelve (12) months or for the duration of the disability, whichever is the lesser. In no case, however, will the aggregate of twelve (12) months extend beyond three (3) years from the date the injury occurred.

B. There shall be no reduction in credited service under the State Employees' Retirement Code during the period of time that the COACH is on work-related disability leave.

C. A COACH who qualifies for work-related disability leave shall not be entitled to use sick leave during the period of eligibility. If the disability continues, sick leave accumulation may be taken at the expiration of the eligibility period to the extent of such accumulation. Sick leave shall be earned on thirty-four percent (34%) of the work-related disability leave hours used.

D. A COACH is required to refund to the Employer the amount of the overpayment of pay if an overpayment results because a claim denial is issued under the operation of the Workers' Compensation Insurance program. In no case shall a COACH be entitled to full pay and Workers' Compensation and/or Social Security for the period of eligibility. The Employer shall recover any amount in excess of the COACH'S work-related disability leave amount. Failure to apply for or report Social Security or other applicable disability benefits to the Employer will result in the termination of work-related disability leave.

E. Employer-paid coverage for hospital and medical insurance and life insurance as provided in Articles 11 and 12 will continue for the period of time that the COACH is on work-related disability leave under paragraph 6.A above.

F. A COACH has the right to return to the same position held before being disabled, for a period of up to three (3) years from the date the injury occurred, provided the COACH is fully capable of performing the duties of that position. This guarantee expires if the disability ceases prior to the expiration of the three (3) year period and the COACH does not return to work immediately; or if the COACH retires or otherwise terminates employment. During this period of time between the end of the work-related disability leave and the end of the guarantee in this paragraph, the COACH will be on leave without pay unless the COACH is using sick leave in accordance with 6.C above.

G. The compensation for disability retirement shall be in accordance with applicable law. It is understood that this section is not applicable to retirement under the Alternative Retirement Plan.

H. A COACH who sustains a work-related injury during the period of this Agreement, if so determined by a decision issued under the operation of the Workers' Compensation Insurance program, may be absent from work with pay on ten (10) occasions without use of sick leave for the purpose of continued medical treatment of the work-related

injury for a period of three (3) years from the date the injury occurred. Each absence shall not exceed one work day or the minimum amount of time necessary to obtain the medical treatment, whichever is less, and must be substantiated by a doctor's certificate verifying that the medical services were necessary and related to the work injury. COACHES shall make reasonable efforts to schedule medical appointments during non-work hours. Verification of the length of the medical appointment may be required. This paragraph is not applicable to any absence for which Workers' Compensation is payable.

Section 4. Holidays

A. The provisions of this Section apply only to Regular full-time and Regular part-time COACHES.

B. The following days shall be recognized as major holidays:

1. New Year's Day
2. Martin Luther King, Jr.'s Birthday
3. Memorial Day
4. Juneteenth
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

C. The following days shall be recognized as minor holidays and shall be scheduled by the President or their designee. At the request of local APSCUF, the President or their designee shall meet and discuss concerning the matter of rescheduling minor holidays:

1. Presidents' Day
2. Indigenous Peoples' Day
3. Veterans' Day

D. Monday shall be recognized as a holiday for all holidays occurring on a Sunday, and Friday for all holidays occurring on a Saturday.

E. A Regular full-time and a Regular part-time COACH shall continue to receive their rate of pay as defined in the Contract of Employment for any holiday listed above provided they were scheduled to work on that day and were in active pay status on the day before and the day immediately subsequent to the holiday.

F. A Regular full-time and a Regular part-time COACH shall earn a minor holiday provided they were scheduled to work the actual day a minor holiday is celebrated and was in active pay status on the day before and the day immediately subsequent to the holiday.

G. A Regular full-time and a Regular part-time COACH who is required to work on a holiday shall be permitted to reschedule the holiday subject to the UNIVERSITY's responsibility to maintain efficient operations.

H. If a holiday is observed while a Regular full-time or Regular part-time COACH is on sick leave or other paid leave status, the COACH will receive pay for the holiday and the day will not be charged to sick leave, or other paid leave status.

Section 5. Childrearing Leave

Regular full-time and Regular part-time COACHES may be granted leave without pay, without benefits, at the sole discretion of the President or their designee for the purpose of childrearing, for a period not to exceed two (2) years, which may be extended by the President or their designee for an additional two (2) year period. The UNIVERSITY may hire a temporary COACH for the length of the leave of absence, and the Contract of Employment for such temporary COACH shall not be subject to the provisions of Article 8.

Section 6. Miscellaneous Leaves Without Pay

A Regular full-time and a Regular part-time COACH may be granted a leave without pay at the sole discretion of the President or their designee, such discretion shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 7. Out-Service Training

A. Regular full-time and Regular part-time COACHES may, with the prior written approval of the President or their designee, participate in out-service training consistent with the provisions of Management Directive 505.7, as amended during the term of this Agreement.

B. Allowance for travel expenses in accordance with Article 16, TRAVEL EXPENSES, may be granted to COACHES on such leave, subject to the availability of funds and to STATE SYSTEM/UNIVERSITY regulations.

Section 8. Military Leave

COACHES shall be eligible for military leave in accordance with all applicable laws and, at the COACH'S request, may use accumulated personal leave for military service.

Section 9. Personal Leave

A. Regular full-time COACHES shall be eligible for two (2) personal days per service period.

B. One (1) personal day shall be earned in each first half of the service period. Eligible COACHES must have thirty (30) days service in compensable pay status in each half of the service period to earn the personal leave entitlement under Section 12.A above.

C. Personal leave shall be scheduled and granted for periods of time requested by an eligible COACH and within an eligible COACH'S service period subject to management's responsibility to maintain efficient operations. If the nature of the work makes it necessary to limit the number on personal leave, the COACH with the highest total years of service at the UNIVERSITY shall be given their choice of personal leave in the event of a conflict in selection.

D. Personal leave to which an eligible COACH may become entitled shall be granted before it is earned subject to management's responsibility to maintain efficient operations. An eligible COACH who is permitted to anticipate such leave and who subsequently terminates employment shall reimburse the UNIVERSITY for those days of personal leave taken but not earned.

E. An eligible COACH who becomes ill while on personal leave will not be charged personal leave for the period of illness provided they furnish satisfactory proof of such illness upon their return to work.

Section 10. Family and Medical Leave Act (FMLA) Leave including Parental Leave

A. General

1. After completing one (1) year of service, COACHES shall be granted up to twelve (12) weeks of FMLA leave with benefits, on a rolling twelve (12) month year basis, provided the employee has at least 1,250 hours of actual work time within the twelve (12) months preceding the commencement of the leave. Leave under this Section may be approved on an intermittent, reduced time, or full-time basis. Leave entitlement will be pro-rated for eligible Regular part-time COACHES.

2. FMLA leave shall be granted for the following reasons:

a. when the illness or disability is due to a COACH's serious health condition;

b. when attending to the medical needs of a spouse, parent, son or daughter or other person qualifying as a dependent who has a serious health condition;

c. when becoming parents through childbirth or formal adoption or placement of a child with an employee for foster care;

d. when a qualifying exigency event related to a family member who is a military servicemember occurs; or,

e. when an employee attends to the serious injury or illness of a covered servicemember or veteran who is a family member.

If the leave is for a military caregiver under (e) above, twenty-six

(26) weeks of leave within a single twelve (12) month period is provided and other FMLA leave used does not reduce this entitlement. For FMLA leave due to reasons (a), (b), (c), or (d) above, one aggregate twelve (12) week entitlement is provided.

3. Upon request of an eligible Regular full-time COACH or Regular part-time COACH, an extension of up to an additional nine (9) months of leave without pay shall be granted for the following reasons:

- a. Regular full-time or Regular part-time COACH sickness upon receipt of proof of continuing illness or disability,
- b. family care reasons upon receipt of proof of continuing illness or disability of the family member and need to care for the family member;
- c. parental reasons.

The extension for an eligible Regular full-time COACH or Regular part-time COACH shall be with benefits for the first fourteen (14) weeks and shall be without benefits for the remainder of the extension. Such extensions shall be contiguous to the termination of the twelve (12) week FMLA entitlement or any additional paid leave pursuant to Section D.2.c. It shall not be used on an intermittent or reduced-time basis. Leave entitlement will be pro-rated for Regular part-time COACHES.

4. Upon request, up to thirteen (13) weeks of leave without pay shall be granted to a Regular full-time COACH or a Regular part-time COACH with less than one (1) year of employment, provided the absence is at least two (2) consecutive weeks in duration; however, only one (1) occasion within a twelve (12) month rolling year may be approved.

5. This section shall not apply to a compensable work-related injury.

B. Granting Leave

An eligible COACH shall submit written notification to the COACH's appropriate supervisor stating the anticipated duration of the leave at least two (2) weeks in advance if circumstances permit, in accordance with the following:

- 1. For a COACH with a serious health condition, proof of illness or disability in the form of a doctor's certificate which shall state a prognosis and expected date of return is required.
- 2. For a COACH caring for family members, documentation supporting the need for care is required.
- 3. For a COACH who becomes a parent, documentation is required and

FMLA leave shall begin whenever the COACH requests on or after the birth, adoption or foster care placement; however, it may be used prior to the date of custody or placement when required for adoption or placement to proceed, and no FMLA leave shall be granted beyond one (1) year from the date of birth, of assuming custody of an adopted child or placement of a foster child.

4. In no case shall a COACH be required to commence FMLA leave sooner than they request, unless the COACH can no longer satisfactorily perform the duties of the position.

C. Resumption of Duties

A Regular full-time or Regular part-time COACH shall have the right to Return to the same position held or to an equivalent position for which they qualify, as the position they held before going on leave as described in Article 9, Section 10.A.1. and the first fourteen (14) weeks of leave as described under Article 9, Section 10.A.3.

D. Use of Paid Leave During Absence

1. Paid Parental Leave

The first thirty (30) consecutive workdays of any FMLA leave taken for parental reasons under Subsection A.2.c above, shall be paid at the COACH's regular salary. No such leave shall be granted beyond (1) year from the date of birth, or assuming custody of an adopted child or placement of a foster child. This paid parental leave cannot be utilized on an intermittent basis. It must be utilized in full, consecutive days.

2. Sick, Personal and Compensatory Leave

a. A COACH using FMLA leave for military exigencies or military caregiving, must use all applicable, accrued paid leave types upon commencement of FMLA leave. For all other FMLA leave, a COACH shall be required to use all applicable accrued paid sick leave (sick family for family care reasons) as certified by a health care provider upon commencement of FMLA leave, except as provided in Subsection 2.b below. A COACH shall not be required to use personal or compensatory leave upon commencement of FMLA leave. Any paid leave used will run concurrently with and reduce the entitlements under Article 9, Section 10.A.1. Unused leave shall be carried over until return.

b. A Regular full-time COACH or Regular part-time COACH may choose to retain up to twenty (20) days of accrued sick leave. The choice to retain or not retain sick leave cannot be made retroactively, and saved days will be measured based on accrued sick leave available at the commencement of the absence. Saved days may be used during the twelve (12) week entitlement as certified by a physician; such sick leave will run concurrently with and reduce the entitlement. Days saved and requested for intermittent or reduced-time absences for periods less than two (2) consecutive weeks after the first twelve (12) week entitlement will be reviewed for approval under the provisions of Article 9, Section 1., Sick Leave; such use will not be counted against the FMLA entitlement.

c. A Regular full-time COACH or Regular part-time COACH who has accrued more than twelve (12) weeks of paid leave is not limited to twelve (12) weeks of leave. Leave in excess of twelve (12) weeks shall not be designated as FMLA leave, but will be granted according to Article 9, Section 1., Sick Leave; Article 9, Section 9., Personal Leave; and Article 7, Section 3.G., Compensatory Leave. Use of accrued paid leave beyond the FMLA leave shall not diminish the right to an extension under Article 9, Section 10.A.3.

E. Benefits

1. Employer paid coverage for life insurance and employer payments toward coverage for health benefits as provided in Article 11 and Article 12 will continue during FMLA leave under Article 9, Section 10.A.1. and for the benefit-eligible period of leave for a Regular full-time COACH or Regular part-time COACH under Article 9, Section 10.A.3. of this Article.

2. The continuation of benefits under this Article is subject to the employee's payment of any required employee contribution under Article 11, Section 6.

F. Definitions

1. For the purpose of this Section, parent shall be defined as the biological, adoptive, step or foster parent of the COACH or an individual who stood in loco parentis to a COACH when the COACH was a child.

2. For the purpose of this Section, son or daughter shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a child of a person standing in loco parentis who is:

a. Under eighteen (18) years of age; or

b. Eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

G. It is understood by both parties that the provisions of this Article are consistent with the Pennsylvania Human Relations Act, 43 P.S. Sections 951, et seq., and the Family Medical Leave Act of 1993, 29 U.S.C. Sections 2601, et seq.

ARTICLE 10 COMPENSATION

Section 1.

A. The salary and the duties and responsibilities for each COACH who has a Contract of Employment as of the effective date of this Agreement shall not change during the Contract of Employment, unless otherwise provided herein.

B. The salary to be paid each COACH, the sport or sports at the UNIVERSITY for which the COACH will be responsible, and their duties and responsibilities will be determined by individual negotiations between the UNIVERSITY President, or their designee, and the COACH at the time of appointment or as duties and responsibilities change.

C. Regular full-time COACHES will be paid based on 26.08 pay periods.

Section 2. Minimum Salaries

A. The minimum salary for a full-time head COACH shall be \$42,500.

B. The minimum salary for a full-time assistant COACH shall be \$37,500.

C. The minimum salary for part-time head and assistant COACHES, regardless of the sport that they coach, shall be a percentage of \$32,500 for head COACHES and \$27,500 for assistant COACHES. The workload percentage assigned to a part-time COACH shall be utilized to calculate the minimum salary for a part-time COACH. For example, the minimum salary for a part-time assistant COACH who is assigned a twenty-five percent (25%) workload shall be twenty-five percent (25%) of \$27,500, or \$6,875.

Section 3. Fiscal Year 2023-2024

A. Effective July 1, 2023, COACHES with at least one (1) year of service as of July 31, 2023 will receive a four percent (4.0%) annual salary adjustment.

B. Minimum Salaries, effective January 1, 2024

1. The minimum salary for a full-time head COACH shall be increased from \$42,500 to \$45,000.

2. The minimum salary for a full-time assistant COACH shall be increased from \$37,500 to \$40,000.

3. The minimum salary for a part-time head COACH shall be increased from \$32,500 to \$37,500, and the minimum salary for a part-time assistant COACH shall be increased from \$27,500 to \$32,500. The workload percentage assigned to a part-time COACH shall be utilized to calculate the minimum salary for a part-time COACH.

4. For each head COACH or assistant COACH whose salary is below the minimum salary provided for under subsection B.1. or B.2. or B.3 above, the salary shall be increased to the appropriate minimum salary.

C. Effective April 1, 2024, COACHES with at least one (1) year of service as of April 30, 2024 will receive a two and one-half percent (2.5%) annual salary adjustment.

D. A COACH must be in an active pay status as of the date of ratification by the

Board of Governors to receive any retroactive pay increases provided for under Section 3. of this Article.

Section 4. Fiscal Year 2024-2025

A. Effective January 1, 2025, COACHES with at least one (1) year of service as of January 31, 2025 will receive a two percent (2.0%) annual salary adjustment.

B. Effective April 1, 2025, COACHES with at least one (1) year of service as of April 30, 2025 will receive a two and one half percent (2.5%) annual salary adjustment.

Section 5. Fiscal Year 2025-2026

A. Effective July 1, 2025, Regular Full-Time and Regular Part-Time COACHES who have at least two (2) years of service shall receive a one-time lump sum cash payment of \$450.

B. Effective January 1, 2026, COACHES with at least one (1) year of service as of January 31, 2026 will receive a two percent (2.0%) annual salary adjustment.

C. Effective April 1, 2026

1. Each UNIVERSITY shall establish a merit pool of two and one-half percent (2.5%) of the cumulative value of each COACH'S salary at their UNIVERSITY as of the start of the fall 2026 semester.

2. Each COACH with at least one (1) year of service at their UNIVERSITY as of the start of the fall 2026 semester shall receive a salary increase based on their performance level as noted below:

Performance Level	Salary Increase
Significantly Exceeds Expectations	2.5%
Above Expectations	2.25%
At Expectations	2.0%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2. above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1., the residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of "At Expectations" or above. The result of this calculation then shall be added to the base salary of each COACH with a performance rating of "At Expectations" or above, retroactive to April 1, 2026.

4. Each COACH shall be evaluated utilizing the evaluation procedure set

forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

Section 6. Fiscal Year 2026-2027

A. Effective July 1, 2026, Regular Full-Time and Regular Part-Time coaches who have at least two (2) years of service shall receive a one-time lump sum cash payment of \$450.

B. Effective January 1, 2027, COACHES with at least one (1) year of service as of January 31, 2027 will receive a two and one-quarter percent (2.25%) annual salary adjustment.

C. Minimum Salaries, effective January 1, 2027

1. The minimum salary for a full-time head COACH shall be increased from \$45,000 to \$47,500, and the minimum salary for a full-time assistant COACH shall be increased from \$40,000 to \$42,500.

2. The minimum salary for a part-time head COACH shall be increased from \$37,500 to \$42,500, and the minimum salary for a part-time assistant COACH shall be increased from \$32,500 to \$37,500. The workload percentage assigned to a part-time COACH shall be utilized to calculate the minimum salary for a part-time COACH.

3. For each head COACH or assistant COACH whose salary is below the minimum salary provided for under subsection C.1 or C.2 above, the salary shall be increased to the appropriate minimum salary.

D. Effective April 1, 2027

1. Each UNIVERSITY shall establish a merit pool of two and one-half percent (2.5%) of the cumulative value of each COACH'S salary at their UNIVERSITY as of the start of the fall 2027 semester.

2. Each COACH with at least one (1) year of service at their UNIVERSITY as of the start of the fall 2027 semester shall receive a salary increase based on their performance level as noted below:

Performance Level	Salary Increase
Significantly Exceeds Expectations	2.5%
Above Expectations	2.25%
At Expectations	2.0%
Below Expectations	No Increase
Unsatisfactory	No Increase

3. The total cost of the merit pay adjustments as provided for in subsection 2. above shall be calculated after the merit increases are awarded. If the total cost of the merit increases is less than the total value of the merit pool as provided for in subsection 1., the

residual amount shall be divided by the number of COACHES at the UNIVERSITY with a performance rating of “At Expectations” or above. The result of this calculation then shall be added to the base salary of each COACH with a performance rating of “At Expectations” or above, retroactive to April 1, 2027.

4. Each COACH shall be evaluated utilizing the evaluation procedure set forth in Article 23 and the Performance Review and Evaluation Document provided for in Appendix E.

Section 7. A President or their designee may increase the base salary of a COACH or provide a cash payment based on an assessment of exceptional performance. Any such increase or cash payment shall be in addition to the salary increases provided for in this Article, and no monies allocated to the merit pool(s) provided for herein shall be used to fund any exceptional increase provided for in this Section. Decisions to award or not award such increases or cash payments shall not be subject to review through the grievance and arbitration procedure. The President or their designee shall provide local APSCUF with written notice of any such increases or cash payments and the reasons therefore at least one (1) week in advance of the effective date.

Section 8. In addition to the salary adjustments provided for in this Article, a President or their designee may, at their sole discretion, authorize an additional salary adjustment in order to meet pay equity requirements. Any such salary adjustment shall be in addition to the salary increases provided for in this Article.

Section 9. Salary adjustment decisions shall not be reviewable in any manner through the grievance and arbitration procedure.

Section 10. Notification

The President or their designee shall provide State APSCUF with the written notice of any discretionary salary adjustment decisions provided for in this Article and the reasons therefore at least one (1) week in advance of the effective date.

Section 11. Direct Deposit

All COACHES are required to sign up for direct deposit of paychecks and authorized expense reimbursements.

ARTICLE 11 HOSPITAL AND MEDICAL INSURANCE AND SUPPLEMENTAL BENEFITS

Section 1. Eligible full-time COACHES shall be provided an annual opportunity to make health plan enrollment changes. Eligible COACHES shall be those determined by the health plans in accordance with the eligibility provisions of the State System of Higher Education Group Health Program (SSHEGHP). The choice among plans shall be operated as follows:

A. The option to elect the coverage in a plan shall be made available to those eligible full-time COACHES who reside within the service area of the plan.

B. The amount and kind of benefits available to eligible full-time COACHES shall be those offered by the plan and contracted for by the STATE SYSTEM.

C. The option to elect coverage under a plan shall be available during annual open enrollment periods designated by the STATE SYSTEM and the plans. Eligible Regular full-time COACHES who move into a plan's service area may choose from available plans. Eligible Regular full-time COACHES who leave the service area or who are dissatisfied with an HMO may elect coverage in the PPO (plan design as referenced at subsection 1.F of this Article).

D. Effective January 1, 2017, the current Health Maintenance Organization (HMO) plan will be closed to new enrollments.

E. The UPMC HMO will remain in place for COACHES enrolled in the plan prior to January 1, 2017, but will be modified effective July 1, 2017 to have the same plan design features as those in effect for the PPO plan, including member deductibles and copays.

F. The STATE SYSTEM will offer a Preferred Provider Organization (PPO) plan. The plan design for the PPO shall be as referenced in Appendix G.

Section 2.

A. The STATE SYSTEM shall provide dependency coverage where the dependents, spouses and children, of the eligible Regular full-time COACH qualify under such plan.

B. Spouse Coverage: Effective for COACHES hired on or after July 1, 2013, if a COACH wishes to enroll their spouse in a STATE SYSTEM health plan, and that spouse is eligible for coverage under their own employer's plan, the spouse shall be required to enroll in that other employer's plan (which shall be their primary coverage), as a condition of eligibility for secondary coverage under the STATE SYSTEM plan, without regard to the amount of the cost-sharing required under the spouse's plan, and without regard to any incentive the spouse's plan may offer to the spouse not to enroll. In the event that the spouse loses coverage through their employer, the spouse's coverage under the STATE SYSTEM plan shall immediately become primary.

Section 3. The STATE SYSTEM shall continue to provide each Regular part-time COACH who is expected to be in an active pay status at least fifty percent (50%) of the time every pay period in their service period with fifty percent (50%) STATE SYSTEM paid coverage under the PPO plan. In addition, it shall provide fifty percent (50%) STATE SYSTEM paid dependency coverage where the dependents, spouses and children, of the Regular part-time COACH qualify under such plan. Eligible Regular part-time COACHES shall contribute fifty percent (50%) of the STATE SYSTEM's cost of coverage for the type of contract for the health and prescription drug plan selected by each Regular part-time COACH in addition to the percentage of salary contribution required under Section 6.A.

Section 4. The STATE SYSTEM shall provide prescription drug coverage for all of the SSHEGHP plans through a prescription drug card. The prescription drug coverage shall include:

A. A three-tier open formulary with retail co-payments of \$10 for generic, \$30 for brand formulary, and \$50 for brand non-formulary drugs for up to a thirty (30) day supply.

B. Co-payments for mail order prescriptions of two times the retail co-payments set forth in A. above for up to a ninety (90) day supply.

C. There shall be no deductible for prescription coverage.

D. If a physician prescribes a brand name drug and indicates no substitution, then the COACH will not pay the difference between that drug and the generic drug. However, if a COACH chooses a brand name drug when their physician has indicated that substitution of a generic drug is acceptable, the COACH must pay the difference in the cost between the brand name drug and the generic drug.

E. Effective July 1, 2017, the STATE SYSTEM will implement prescription drug clinical management programs [Managed RX Coverage Program (MRxC), including step edits, and expansion of Managed Prior Authorization Program] to encourage cost-effective utilization.

F. Effective July 1, 2017, the STATE SYSTEM will establish a mandatory Specialty Pharmacy Vendor program. COACHES and their enrolled dependents who need to obtain specialty medications must purchase those medications from the designated Specialty Pharmacy Vendor to receive the in-network benefit.

Section 5.

A. Regular full-time and Regular part-time COACHES who are granted leave with or without pay will continue to receive benefits as described in accordance with Article 9, Section 10.E.1., as applicable. Medical and prescription benefits will continue provided that the required contribution is paid while on leave. The STATE SYSTEM shall continue to pay the entire premium for supplemental benefits under the Management Benefits Program.

B. Regular part-time COACHES and Regular full-time COACHES who are placed on suspension or who are granted leave without pay for longer than one (1) full pay period, for any reason other than leave under Article 9, Section 10., as applicable, will be permitted to continue coverage under COBRA provisions or on a direct pay basis.

C. Medical, prescription and supplemental benefits shall cease on the date a COACH terminates employment. For the purposes of this section, termination of employment does not include death. For surviving dependents, when the last day of employment falls between the first and the 14th of the month, coverage will end on the last day of that month. When the last day of employment falls between the 15th and the last day of the month, coverage will end on the 14th of the following month.

Section 6.

A. Employee Contributions

1. Effective with the January 5, 2018 pay date, all participating active eligible Regular full-time and Regular part-time COACHES shall contribute on a pre-tax basis through bi-weekly payroll deductions three percent (3.0%) of the COACH'S bi-weekly gross salary toward the cost of medical and prescription drug benefits. The bi-weekly gross salary excludes premium or supplemental payments such as overtime (if applicable), camp or workshop stipends or payments, etc.

2. The STATE SYSTEM will continue to offer a health care management program (wellness program) to eligible Regular full-time and Regular part-time COACHES in consultation with the Health Care Cost Containment Committee as provided in Appendix H. Effective with the July 1, 2020 to June 30, 2021 wellness participation period, the wellness program participation requirement shall be limited to the completion of a health risk assessment (impacting employee contributions effective July 1, 2021).

3. Eligible COACHES and covered spouses must complete the requirements of the health care management program (wellness program) by the cut off dates in order to contribute at the participation levels in 6.A.1. above.

4. For those eligible COACHES and covered spouses who do not participate in the health care management program (wellness program), contributions will be as follows:

a. As of the January 5, 2018 pay date, an additional two percent (2.0%) which shall bring the total contribution for non-participants to five percent (5.0%) of an eligible COACH'S bi-weekly salary.

b. The additional contribution for COACHES and covered spouses who do not participate in the health care management program (wellness program) will be the lesser of: 1) the additional percent of an eligible COACH's bi-weekly gross salary in 6.A.4.a, or 2) an additional payment equal to thirty percent (30%) of the STATE SYSTEM's expected costs developed by the plan administrator of a single contract.

5. The wellness program participant rate shall apply if wellness program participation is not available to an employee.

6. COACHES moving from the HMO to the PPO shall be subject to the STATE SYSTEM's standard process for those who newly enroll in the PPO (either new employees or those moving from an HMO to a PPO). They will initially be enrolled at the lower contribution rates (set forth in Subsections 6.A.1.), and will have until the end of the wellness program participation period to complete the program requirements in order to qualify for the lowest contribution rate effective with the beginning of the next plan year.

B. If the employee contribution for medical and prescription drug benefits for non-represented employees of the STATE SYSTEM [except those in the Pennsylvania Employee Benefit Trust Fund (PEBTF)] decreases during the life of this Agreement, then the amount of employee contribution required of COACHES shall be reopened for negotiations.

Section 7.

A. The Health Care Cost Containment Committee which was established as of July 1, 2004, shall continue as modified herein. Effective with the ratification of this agreement by the Board of Governors, the Health Care Cost Containment Committee shall be composed of fourteen (14) members with seven (7) management representatives and seven (7) union representatives, four (4) of whom shall represent and be appointed by APSCUF, one (1) who shall represent and be appointed by OPEIU Healthcare Pennsylvania, Local 112, one (1) who shall represent and be appointed by SPFPA, and one (1) who shall represent and be appointed by POA.

B. The Health Care Cost Containment Committee shall meet periodically to discuss health care cost containment strategies. The Committee may also make recommendations for modifications to the health care plans. The Committee shall make recommendations to the STATE SYSTEM and APSCUF for modifications of the health care plans for active eligible Regular full-time and Regular part-time COACHES. All recommendations of the committee must have been approved by Committee members by a majority vote of both management members and a majority vote of union members.

C. Health and prescription drug rate information used to determine premiums and employee contributions shall be shared with all members of the Committee.

D. In the event that comprehensive healthcare legislation is passed, the parties agree to refer such legislation to the Health Care Cost Containment Committee to make a recommendation regarding appropriate changes for the existing active and annuitant health care programs.

Section 8. Annuitant Health Care Coverage

A. The STATE SYSTEM shall allow each Regular full-time and Regular part-time COACH who was eligible as an active COACH under the SSHEGHP and who retires to elect coverage upon retirement under the Annuitant Health Care Program (AHCP). In addition, dependency coverage shall be available for qualified dependents of the annuitant. Eligible dependents will include spouses and dependent children. Annuitants will be responsible for any applicable tax consequences of covering dependents.

B. Effective November 1, 2005, AHCP benefits for new pre-Medicare eligible retirees shall be those in effect for active Regular COACHES, and may change from time-to-time as active Regular COACH benefits change. COACHES retiring prior to January 1, 2006, and who meet the criteria in subsection G. below will be eligible to elect coverage in the AHCP and the STATE SYSTEM will continue to pay the full cost of coverage.

C. Eligible COACHES who retire after December 31, 2016 and on or before June

30, 2017, and are not eligible for Medicare, or their enrolled spouse and/or dependent(s) are not eligible for Medicare, will be enrolled in the AHCP PPO plan for pre-Medicare annuitants with the same PPO plan design in effect for active COACHES on December 31, 2016.

D. Effective July 1, 2017, AHCP benefits for all future pre-Medicare eligible retirees shall be those in effect for active employees, and will change as active employee benefits change.

E. Annuitant Contributions

1. Eligible Regular full-time and Regular part-time COACHES who retire after December 31, 2005 and prior to July 1, 2008, and who enroll in the AHCP shall contribute to the cost of coverage. The annual contribution rate shall be one percent (1.0%) of a COACH'S final annual gross salary at the time of retirement from STATE SYSTEM service, and will be payable monthly at the rate of one-twelfth of the annual contribution rate.

2. Eligible Regular full-time and Regular part-time COACHES who retire after June 30, 2008, and who enroll in the AHCP shall contribute to the cost of coverage. The annual contribution rate shall be the percentage rate of a COACH's final annual gross salary that was in effect at the time of retirement from STATE SYSTEM service. Throughout the annuitant's lifetime while enrolled in the AHCP, this contribution shall be adjusted in the same manner as active COACHES' contributions are adjusted. Contributions will be payable monthly at the rate of one-twelfth of the annual contribution rate.

3. The wellness program and non-participant contribution increases set forth in Appendix H and in Section 6.A.4.a. of this article shall not apply to annuitants.

F. Eligible Regular full-time and Regular part-time COACHES who retire and are covered under the AHCP will be required to enroll in Medicare Part B when they become Medicare eligible in order to continue comprehensive medical coverage. The STATE SYSTEM shall continue to provide the Blue Shield Signature 65 Supplement or equivalent.

G. The STATE SYSTEM shall continue to pay the cost of coverage, subject to the required annuitant shares, for annuitants who retire under 1, 2, or 3 below and who have elected coverage under the AHCP. For purposes of the section, "credited service" for all COACHES hired on or after July 1, 1997, shall only include actual service with the STATE SYSTEM or COMMONWEALTH and shall not include other types of service purchasable for retirement credit.

1. Retirement at or after superannuation age with at least ten (10) years of credited service in the State and/or Public School Employees' Retirement Systems, or Alternative Retirement Plan, except that an eligible COACH who leaves STATE SYSTEM employment prior to superannuation age, vests retirement benefits and subsequently retires at or after superannuation age must have twenty-five (25) years of credited service on the date of termination of employment in the State and/or Public School Employees' Retirement Systems, or Alternative Retirement Plan. For purposes of this paragraph, superannuation under the

Alternative Retirement Plan shall be sixty (60) years of age with at least ten (10) years of COMMONWEALTH, STATE SYSTEM and/or public school service. For purposes of this subsection, for eligible COACHES who began employment July 1, 1997, and after, the service requirement shall be fifteen (15) years rather than ten (10) years. For all eligible COACHES who began employment on or after August 1, 2005, the years of credited service required for eligibility shall increase to twenty (20) years of credited service.

2. Disability retirement, which requires at least five (5) years of credited service in the State and/or Public School Employees' Retirement Systems or the Alternative Retirement Plan.

For purposes of this subsection, retirement under the Alternative Retirement Plan shall be considered disability retirement if the retiree meets the same disability retirement standards used by the State Employees' Retirement System in accordance with the procedures provided for in Appendix C.

3. Other retirement, including retirement under the Alternative Retirement Plan, with at least twenty-five (25) years of credited service in the State and/or Public School Employees' Retirement Systems and who have elected coverage under the AHCP.

For purposes of this subsection, Alternative Retirement Plan members who began employment before July 1, 1997, may receive retirement credit that they would be entitled to purchase under the rules of the State Employees' Retirement System (SERS) for military service, for service in other public colleges and universities, and for other permissible service credit purchases. Such retirement credit must be certified as eligible by SERS as creditable under its rules.

H. An eligible COACH who retires prior to July 1, 2009, and is enrolled in the indemnity plan at the time of retirement, may continue that enrollment as an annuitant. However, the indemnity plan will not be available to pre-Medicare retirees who retire after June 30, 2009. Eligible COACHES who retire after June 30, 2009, and who enroll in the AHCP and are not eligible for Medicare, will have the choice of enrollment in the PPO or other approved plan under the AHCP.

I. An eligible COACH who retires prior to July 1, 2009, and receives health benefits in accordance with subsection E. above under the present indemnity plan shall have major medical coverage in retirement equal to the major medical coverage that they had on the day prior to their retirement.

Section 9. It is understood that the references to the types of health plans in this Article shall not restrict the STATE SYSTEM's right, after consultation with APSCUF, to replace the current insurers/administrators with other insurers/administrators, provided equivalent coverage, benefits and STATE SYSTEM/COACH contributions are maintained.

Section 10.

A. Regular full-time COACHES and Regular part-time COACHES who are expected to be in an active pay status at least fifty percent (50%) of the time every pay period in their service period and eligible dependents, spouses and children, will be provided with dental and vision benefits in accordance with the Management Benefits Program.

B. The STATE SYSTEM shall provide hearing benefits for all active eligible COACHES and their covered dependents who are enrolled in a STATE SYSTEM health plan (the Highmark PPO and the HMO plans). Effective January 1, 2017, the maximum hearing benefit shall be \$1,250 per ear every thirty-six (36) months.

Section 11. Any changes negotiated with the APSCUF faculty bargaining units to the health plans and/or tiers offered and to plan design under the Pennsylvania State System of Higher Education Group Health Plan (including prescription drug) and the Pennsylvania State System Annuitant Health Care Program (AHCP) will be applicable to the COACHES with the exception of employee and annuitant contributions which are provided under Sections 6 and 8, respectively, of this Article.

ARTICLE 12 LIFE INSURANCE

Section 1. The STATE SYSTEM/UNIVERSITIES shall continue to assume the entire cost of the life insurance coverage for eligible COACHES as set forth in the currently existing life insurance plan as modified by Section 2. The amount of the insurance is based on the COACH'S salary in effect on the preceding January 1, rounded to the nearest \$1,000, but not to exceed \$50,000.

Section 2. COACHES eligible for life insurance pursuant to this Article, who are granted leave in accordance with Article 9, Section 10., as applicable, will continue to receive one hundred percent (100%) STATE SYSTEM paid coverage under the current life insurance plan as described in Article 9, Section 10.E.1. When the entitlements to benefits end under that Article, COACHES may continue in the life insurance program by paying the entire premium. Coverage may continue for up to a total of one (1) year, including both leave with benefits and leave without benefits.

Section 3. Eligible COACHES who are placed on suspension or who are granted leave without pay for any reason other than leave under Article 9, Section 10., as applicable, remain in the program for up to one (1) year by paying the entire premium.

Section 4. The STATE SYSTEM/UNIVERSITIES shall continue to provide each eligible COACH who is covered under the currently existing life insurance plan with fully paid accidental death benefits for work-related accidental deaths. The amount of coverage is \$20,000, unless the survivor or minor children are entitled to benefits under Act 101 of 1976.

ARTICLE 13 RETIREMENT

Section 1. COACHES shall have the option to elect retirement under the State Employees' Retirement System, the Public School Employees' Retirement System, or Alternative Retirement Plan (see Section 3 below), in accordance with COMMONWEALTH rules and regulations then obtaining. In addition, they shall continue to enjoy those other retirement benefits that are currently provided under applicable laws. The amount to be contributed by the STATE SYSTEM in the event of a selection of Alternative Retirement Plan (see Section 3 below), shall be calculated at the rate actuarially determined exclusively by the State Employees' Retirement Board to be payable to the State Employees' Retirement Fund for each such COACH.

Section 2. The parties shall meet and discuss during the term of the Agreement concerning aspects of the COMMONWEALTH'S retirement program that are of mutual interest.

Section 3. The STATE SYSTEM has established an Alternative Retirement Plan for STATE SYSTEM employees, which includes the vendor TIAA-CREF, and one or more other retirement vendor(s). Additions or deletions of a vendor(s) in the Alternative Retirement Plan shall be brought to State Meet and Discuss for informational purposes only.

Section 4. The provisions of this Article shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

ARTICLE 14 MAINTENANCE OF MEMBERSHIP AND CHECK-OFF

Section 1. Check-off.

A. The STATE SYSTEM agrees to deduct in biweekly installments an amount equal to the regular annual dues and assessments, if any, of APSCUF from the pay of those COACHES who individually request in writing that such deductions be made. APSCUF will, via an Excel spreadsheet (or other agreed-upon format), certify to System Human Resources on a biweekly basis new or updated deductions authorized by each COACH. The spreadsheet will contain the employee's First and Last Name, Personnel Number, UNIVERSITY Name, and amount to be deducted. The STATE SYSTEM will process deductions effective with the next payroll processing date following the second Friday of each month. The amount(s) to be deducted shall be certified in writing by APSCUF to the STATE SYSTEM and the aggregate deductions from all COACHES shall be remitted monthly to APSCUF, together with an itemized statement containing the names of the COACHES from whom the deductions have been made and the amount so deducted from each one, UNIVERSITY, Personnel Number, payment date, and total base pay subject to dues, and total supplemental pay subject to dues. The aforesaid remittance shall be made by the last day of the month following the month in which such deductions have been made. Each COACH'S written authorization shall remain in effect until expressly revoked in writing by the COACH in accordance with the terms of authorization. When it is determined

by APSCUF that a COACH's payroll deductions should cease, APSCUF shall be responsible for notifying System Human Resources in writing. The STATE SYSTEM shall rely on the information provided by APSCUF to cancel or change authorizations.

B. APSCUF shall indemnify and hold the STATE SYSTEM/ UNIVERSITIES harmless against any and all claims, suits, orders or judgments brought or issued against the STATE SYSTEM/UNIVERSITIES as a result of the action taken or not taken by the STATE SYSTEM/UNIVERSITIES under the provisions of this Article.

ARTICLE 15 MISCELLANEOUS CONDITIONS

Section 1. Unemployment Compensation. COACHES shall be eligible for unemployment compensation benefits as provided by law.

Section 2. The STATE SYSTEM/UNIVERSITIES shall continue the current practice of providing office space and equipment.

Section 3. The STATE SYSTEM/UNIVERSITIES shall hold a COACH harmless of and from any and all claims, suits, orders, or judgments arising as a result of any action taken as a COACH in the ordinary course of employment.

Section 4. Rules, regulations, policies, or practices relating to wages, hours, and terms and conditions of employment now existing and not in conflict with this Agreement shall remain in effect unless modified, amended, or eliminated in the same manner as they had been adopted. The provisions of this Section shall be subject to Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, only with respect to whether the procedure used to modify, amend, or eliminate the rules, regulations, policies, or practices was the same procedure used to establish the rules, regulations, policies, or practices. This Section shall not be applicable to any rule, regulation, or policy that governs athletic competitions or the STATE SYSTEM/UNIVERSITY'S participation in the NCAA, PSAC, or any other athletic conference.

Section 5. Performance of Bargaining Unit Work

No bargaining unit work may be assigned to another person. This provision shall not prohibit the use of volunteer coaches, dollar-a-year coaches, graduate assistants, or teaching associates provided that such coaches are not used to fill vacancies created by the resignation, retirement, non-renewal, or termination of bargaining unit COACHES.

Section 6. Tuition Waivers

Effective with the start of the fall semester of 2013, the STATE SYSTEM/ UNIVERSITIES shall modify their tuition waiver policy to provide for the following:

A. Total waiver of UNIVERSITY tuition for a Regular full-time COACH at any STATE SYSTEM UNIVERSITY.

B. Total waiver of UNIVERSITY tuition for the spouse of a Regular full-time COACH at the UNIVERSITY where the Regular full-time COACH is employed. This waiver shall be applicable to the Regular full-time COACH'S spouse until they obtain their first undergraduate degree.

C. Total waiver of UNIVERSITY tuition for Regular full-time COACH'S children at the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition at the Regular full-time COACH'S UNIVERSITY shall be applicable to the Regular full-time COACH'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first. This waiver of tuition shall continue to the limits stated above if the Regular full-time COACH should, after ten (10) or more years of service, become permanently disabled or die.

D. Fifty percent (50%) waiver of UNIVERSITY tuition for Regular full-time COACH'S children at UNIVERSITIES other than the UNIVERSITY where the Regular full-time COACH is employed. This waiver of tuition shall be applicable until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

E. Tuition waiver shall continue to the limits stated in Sections 6.C and 6.D above for Regular full-time COACHES who meet all of the following conditions:

1. They are retired from the UNIVERSITY;
2. They are at or above the retirement superannuation age; and
3. They have served ten (10) or more years in the STATE SYSTEM.

For Regular full-time COACHES that retire on or after the beginning of the spring 2020 semester, the applicable conditions in this section will only be Sections E.1 and E.3.

F. The provisions of existing tuition waiver policies at UNIVERSITIES shall not be diminished or adversely affected by the provisions of this Section.

G. "First undergraduate degree" is defined as a bachelor's degree granted by any university.

H. Effective with the start of the spring semester 2020, the following provision will be applicable to Regular part-time COACHES actively employed in accordance with Article 8, Section 5.B. and 5.C. The waiver granted will be prorated based on the FTE of the Regular part-time COACH.

Prorated waiver of UNIVERSITY tuition for the Regular part-time COACH'S children, at the UNIVERSITY where the COACH is employed, will be based on the FTE of the Regular part-time COACH. This includes winter and summer sessions. This prorated waiver of tuition at the Regular part-time COACH'S UNIVERSITY shall be applicable to the Regular

part-time COACH'S children until the children obtain their first undergraduate degree or until they reach the age of twenty-five (25), whichever comes first.

Section 7. Contractual Deadlines

All contractual deadlines that occur on a Saturday, Sunday, or any day when the UNIVERSITY's administrative offices are closed are extended to the next regular business day.

Section 8. The presidents at Pennsylvania Western University and Commonwealth University of Pennsylvania shall name a management designee at each campus who shall have the responsibility to act as their designee for the purpose of implementing the collective bargaining agreement. Pennsylvania Western University and Commonwealth University of Pennsylvania shall provide notice of the management designee at each campus via email to local APSCUF and State APSCUF within five (5) business days after the designee is named or changed.

ARTICLE 16 TRAVEL EXPENSES

Section 1.

A. A COACH who is authorized by the STATE SYSTEM/UNIVERSITIES to travel on official business shall be paid for expenses actually incurred in accordance with the STATE SYSTEM's travel and subsistence allowance regulations. If the General Services Administration of the federal government increases or decreases the mileage allowance for employees under its jurisdiction, the mileage allowance for COACHES will be increased or decreased on the effective date of the General Services Administration change. If a COACH is authorized to travel and authorized to use their own vehicle, they shall be reimbursed pursuant to these regulations.

B. Reasonable efforts will be made to process travel expenses promptly.

C. Travel expenses incurred by a COACH when traveling to Meet and Discuss or other APSCUF related matters shall not be reimbursed by the STATE SYSTEM/UNIVERSITIES.

Section 2. Team Travel

A. Each UNIVERSITY shall transport COACHES, student athletes, equipment, and other support personnel to and from all intercollegiate athletic competitions. COACHES may, however, elect to drive a UNIVERSITY vehicle with the approval of the Athletic Director.

B. All expenses actually incurred by a COACH during team travel shall be reimbursed in accordance with the State System Travel and Subsistence Allowances Regulations except that when rooms are not available at the STATE SYSTEM-approved reimbursement rate, reimbursement shall be at the actual rate, if pre-approved by an appropriate representative of management.

ARTICLE 17
AGREEMENT AGAINST STRIKES AND LOCK-OUTS

Section 1. During the term of this Agreement there shall be no strike, as that term is defined in the Public Employee Relations Act, by any COACH. It is also understood that no officer, representative or official of APSCUF shall in any fashion authorize, assist or encourage any such strike during the term of this Agreement.

Section 2. Neither the STATE SYSTEM nor the UNIVERSITIES shall lock-out any COACH(ES) during the term of this Agreement.

Section 3. Should a strike in violation of this Article occur during the term of this Agreement, APSCUF shall, within twenty-four (24) hours of the start of such strike or at the request of the STATE SYSTEM/UNIVERSITIES;

A. Publicly disavow the strike action by the COACHES in all available communications media;

B. Advise the STATE SYSTEM/UNIVERSITIES in writing that such COACHES' action has not been authorized or sanctioned by APSCUF;

C. Advise COACHES at the UNIVERSITIES where the strike is taking place that it has not sanctioned and has disapproved of the strike action, and APSCUF shall instruct the COACHES to return to work immediately.

Section 4. The STATE SYSTEM/UNIVERSITIES reserve the right in their sole discretion to discipline, suspend, or discharge any COACH(ES) who violates the provisions of Section 1 of this Article.

Section 5. Compliance with the foregoing provisions of this Article shall be deemed full compliance with APSCUF's obligations under this Article. APSCUF shall have no other obligations or liabilities to the STATE SYSTEM/UNIVERSITIES under this Article.

ARTICLE 18
LEGISLATIVE ACTION

Section 1. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, the passage of the STATE SYSTEM budget or the granting of other appropriations, the provision shall become effective only if such legislative action is taken. The parties, however, mutually agree that each will make such appropriate but separate recommendations to the Legislature that each deems necessary to give force and effect to the provisions of this Agreement. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

Section 2. The STATE SYSTEM and APSCUF shall each separately and in good faith attempt to have introduced and support legislation that each party independently deems is necessary to implement a provision of this Agreement. Where the parties mutually agree upon the need for implementing legislation and the form and language of that legislation, they will lend full support to the introduction and passage of such mutually agreed upon legislation. It is agreed by the parties that the provisions of this Section shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, of this Agreement.

Section 3. In the event that legislation, which both parties mutually agree is necessary, is not passed with respect to a specific subject matter, the parties hereto shall have the right to re-negotiate regarding the subject matter.

ARTICLE 19 SEPARABILITY

In the event that any provision of this Agreement is found to be inconsistent with statutes or ordinances, the provisions of such statutes or ordinances shall prevail, and, if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, such provision shall be considered void, but all other valid provisions hereof shall remain in full force and effect.

ARTICLE 20 TOTALITY OF AGREEMENT

The parties acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of Act 195 and constitutes the entire Agreement between the parties for the term of this Agreement or any extensions thereof. Each party waives their right to bargain collectively with the other with reference to any other subject, matter, issue or thing, whether specifically covered here or wholly omitted herefrom, whether or not said subject was mentioned or discussed during the negotiations preceding the execution of this Agreement.

ARTICLE 21 SUCCESSORS

This Agreement shall be binding upon the parties hereto, and their heirs, executors, administrators, successors and assigns of each, in accordance with applicable labor law. The STATE SYSTEM shall notify APSCUF in writing at least thirty (30) days in advance of any sale, lease, transfer or assignment of any of the UNIVERSITIES to political subdivisions or bodies, corporations, or persons.

ARTICLE 22 DISCIPLINE AND DISCHARGE

Section 1. A Contract of Employment for a COACH may be terminated in advance of the expiration date for any of the reasons listed below. In the event a President or their

designee terminates a COACH for any reason listed below, they shall give written notice, specifying the reasons, to the affected COACH. Termination for any of the reasons listed below shall be reviewable through the grievance and arbitration procedure only to the extent that an arbitrator can determine if the offense occurred as charged. If an arbitrator determines the offense occurred as charged, the discharge shall stand. If an arbitrator determines the offense was not committed as charged, the COACH shall be reinstated with all back pay and benefits as provided by this Agreement.

A. A major infraction of the NCAA rules or any other athletic governing association (as distinguished from athletic conference), of that the UNIVERSITY is a member.

B. Conviction of a felony.

Section 2. Except as provided for in Section 1 above, a COACH may be terminated, suspended without pay for a period not to exceed sixty (60) days, or otherwise disciplined prior to the expiration date of their Contract of Employment only for just cause. In the event a President or their designee believes such just cause exists, they shall give written notice, specifying the reasons, to the affected COACH, and the COACH shall have the right to grieve solely and by means of and in compliance with the procedure provided for in Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 3. A copy of the written notice of termination or other discipline shall be mailed to the local APSCUF grievance chairperson and State APSCUF on the day the written notice is mailed or delivered to the COACH, whichever is earlier.

Section 4. If a terminated COACH contests their termination by filing a grievance, such grievance will be handled in an expeditious fashion in the steps of the grievance procedure. If the grievance is not resolved by the second step of the grievance procedure and APSCUF requests that the grievance be submitted to arbitration, the parties will make a good faith effort to schedule the grievance for hearing before an arbitrator within ninety (90) days, or sooner if possible, of the date the request for arbitration is received by the STATE SYSTEM/UNIVERSITIES.

Section 5. Investigation of Complaints against COACHES

A. This Article is not intended to replace the current complaint procedures that exist for filing discrimination complaints or complaints that may be processed under NCAA rules and regulations, PSAC rules and regulations in existence as of the effective date of this Agreement, or any other athletic conference rules and regulations of which the UNIVERSITY is a member.

B. The STATE SYSTEM and APSCUF recognize that it may be necessary to investigate complaints against COACHES prior to making a disciplinary decision. When appropriate, attempts should be made to resolve complaints informally. In those cases in which complaints are not resolved informally, the principles below shall apply:

1. If the UNIVERSITY determines to conduct an investigation of a complaint, either verbal or written, it shall be initiated and concluded within a reasonable amount of time. Absent unusual circumstances, the decision to conduct a formal investigation shall be made within twenty (20) days of receipt of the complaint.

2. The COACH accused of wrongdoing must receive a copy of the written complaint prior to the commencement of an investigatory interview or pre-disciplinary conference. In the event a written complaint is not submitted, the individual assigned to conduct the investigation shall prepare a written summary and provide a copy of the summary to the COACH prior to commencing an investigatory interview or pre-disciplinary conference. The COACH may provide APSCUF a copy of the written complaint or summary if they so desire. If the COACH has obtained APSCUF representation and the COACH has no objection, a copy of the complaint or the written summary shall be provided to APSCUF. Upon receipt of the complaint by the COACH and/or APSCUF, it shall be treated as confidential by all parties and may only be shared with those persons necessary to prepare a response to the complaint.

3. The COACH must be provided notice at least one (1) week in advance of a pre-disciplinary conference, except in cases in which the nature of the complaint requires that pre-disciplinary conference be conducted more quickly. In the event that the pre-disciplinary conference must be conducted with less than one (1) week's notice, the President/designee will provide the reasons for the shortened notice period in writing to the COACH prior to the pre-disciplinary conference.

4. At the conclusion of the pre-disciplinary conference, the appropriate manager will provide the COACH written notice of the anticipated date for a decision. Should an extension of the deadline be necessary, the President/designee shall provide the COACH with written notice to that effect, which shall include a new anticipated date for the decision.

5. Upon request, a COACH shall be entitled to an APSCUF representative during any meeting in which allegations are to be made that the COACH reasonably believes could lead to discipline.

6. If the complainant is a student who is a member of the COACH'S team, the investigation may be deferred, and the complainant's name need not be disclosed until after the end of the season.

7. If an investigation is expanded beyond its original scope, the COACH shall be advised immediately. APSCUF shall also be advised, if the COACH has obtained APSCUF representation and has no objection.

8. The COACH accused of wrongdoing shall be advised that they are prohibited from taking retaliatory action against the complainant or any other person and that such action may result in a separate disciplinary action.

9. This Article shall supplement and by no means shall diminish the rights of any COACH, APSCUF or the STATE SYSTEM/UNIVERSITIES under any law, including the Pennsylvania Public Employee Relations Act.

ARTICLE 23

ANNUAL PERFORMANCE REVIEW AND EVALUATION

Section 1.

A. Each UNIVERSITY shall utilize the performance review and evaluation procedure provided for in this article and the evaluation document provided for in Appendix E.

B. The annual performance review and evaluation process is a method of assessing performance and providing an opportunity for continuous professional development and shall also be used as a basis for providing merit increases as provided for in Article 10. These processes are intended to be supportive of a COACH'S desire for continuing professional growth and excellence. With this orientation, the evaluation of COACHES will contribute to the ongoing improvement of the athletic programs of the UNIVERSITIES.

Section 2. Categories of Performance Review and Evaluation

The following categories shall serve as the uniform system-wide basis for the evaluation of COACHES at each UNIVERSITY. These categories shall be applied in the performance review and evaluation of all COACHES for any purpose that evaluations are used in this Agreement. When evaluating the data, the appropriate Evaluator(s) shall give greater weight to the quality of the performance reflected in the data than to the quantity of the data. Evaluations will not be based on a single datum. A combination of all appropriate data will be used in evaluating overall performance of professional responsibilities.

When preparing a COACH'S overall evaluation, each UNIVERSITY shall consider the following factors:

A. Fulfillment of professional responsibilities, which shall include criteria such as General Performance, Administrative Performance, Competition Management, Interpersonal Skills, Student Relations, and Budget Management.

B. Professional Growth and Development, which shall include criteria such as participation in professional development programs and memberships in professional organizations.

C. Community and UNIVERSITY Service, which shall include criteria such as involvement in UNIVERSITY committees/groups and/or local community groups (including APSCUF), participation in UNIVERSITY and/or community events, and membership in NCAA, PSAC, and/or any other athletic conference.

Section 3. Student Athlete Feedback

Student athlete feedback shall be part of the performance evaluation process at each UNIVERSITY.

A. Each UNIVERSITY shall utilize the student athlete feedback procedure provided for in this article and the student athlete feedback document provided for in Appendix I.

B. The student athlete feedback document will be administered electronically via the University's available online survey platform only to active student athletes who are listed on the team roster at the conclusion of the season.

C. The COACH's student athletes will meet in one location on a scheduled date and time to complete the online student athlete feedback document. A peer coach will be present to monitor the process. The COACH being evaluated shall be responsible for setting the location, scheduling a date and time that is convenient to the student athletes to complete the online student athlete feedback document, and for securing a peer coach to monitor the process. The student athlete feedback document shall be administered no later than two weeks after the end of the traditional season for the student athletes completing the evaluation.

Section 4. Peer Evaluations

A. Peer evaluations shall be part of the performance review and evaluation process at each UNIVERSITY for all Regular full-time and Regular part-time COACHES who have not attained ROLL-OVER status, and all other than Regular full-time and Regular part-time COACHES who are assigned above twenty-five (25) percent FTE in their first five (5) consecutive contracts of employment.

B. One peer evaluation shall be conducted each evaluation cycle. Evaluations must be conducted by a coach who has attained ROLL-OVER status.

C. Each UNIVERSITY shall utilize the peer evaluation procedure provided for in this article and the peer observation form provided for in Appendix J.

Section 5. Evaluation Schedule

A. COACHES shall be evaluated after the semester in which the season ends in accordance with the schedule agreed to by local APSCUF and the UNIVERSITY.

B. Effective July 1, 2020, each COACH will be notified of the evaluation cycle in writing and a copy of this notice shall be provided simultaneously to the Local APSCUF President.

C. Effective July 1, 2020, a COACH's performance evaluation shall be provided no earlier than twenty (20) days prior to the expiration of the current evaluation cycle.

D. For newly appointed COACHES, the UNIVERSITY will provide the performance expectations within ten (10) days of the appointment date.

Section 6. Process

A. At or following the performance evaluation, but no later than the beginning of each evaluation cycle an assistant COACH shall meet with their head COACH and a head COACH shall meet with the Athletic Director to discuss performance expectations. At this time, or shortly thereafter, the head COACH or the Athletic Director will provide the assistant COACH or head COACH, respectively, with a Performance Expectation, as applicable, in each category of the evaluation indicating where the COACH either needs to maintain or improve performance. Whenever “improve performance” is set as an expectation, the reasons for which improvement is needed shall be stated in the performance review and evaluation document.

In the event that the COACH and the head COACH or Athletic Director, as applicable, disagree on the Performance Expectations, the COACH may request a meeting with the Reviewing Officer to discuss such expectations, and the Reviewing Officer shall meet with the COACH. The COACH may bring an APSCUF representative to the meeting. The Reviewing Officer will set and communicate the final expectations.

Local meet and discuss shall monitor compliance into timely setting of performance expectations.

B. COACHES shall be evaluated annually by the Athletic Director and the President/designee shall serve as the Reviewing Officer. Each UNIVERSITY shall utilize the Performance Evaluation and Review Document provided for in Appendix E.

C. The Athletic Director shall observe COACHES in at least one (1) full competition or three (3) hours of competition and one (1) full practice or two (2) hours of practice, whichever is less.

D. Head COACHES shall prepare a self-evaluation that shall be provided to the Athletic Director at the time agreed upon by Local APSCUF and the UNIVERSITY, when the evaluation cycle is determined.

E. Assistant COACHES shall prepare a self-evaluation that shall be provided to the head COACH at the time agreed upon by Local APSCUF and the UNIVERSITY, when the evaluation cycle is determined. The head COACH shall prepare their evaluation using the Performance Evaluation and Review Document in Appendix E and provide the assistant COACH with an opportunity to discuss their evaluation prior to submission of the evaluation to the Athletic Director.

F. Student athlete feedback and peer evaluations shall be available to the COACH, the head COACH, if applicable, the Athletic Director, and Reviewing Officer.

G. The Athletic Director shall provide a written performance evaluation in accordance with this Article. The Athletic Director's evaluation shall take into account their knowledge and personal observation of the COACH'S performance, the COACH'S self-evaluation, peer evaluations, and student athlete feedback. Whenever a rating of "Below Expectations" or "Unsatisfactory" is given at any level of the evaluation, the evaluator shall explain the reasons for the rating in the written performance review of the COACH. The COACH shall be provided with an opportunity by the Athletic Director to discuss the draft performance evaluation. A copy of the Athletic Director's draft performance evaluation shall be provided to the COACH prior to discussion with the Athletic Director. The Athletic Director shall provide a copy of their performance evaluation to the COACH and the Reviewing Officer.

H. A COACH shall be allowed to offer written comments regarding their evaluation by the Athletic Director. Such comments shall be attached to the evaluation, which shall then be provided to the Reviewing Officer.

I. In addition to the right described in H. above, in the event a COACH disagrees with the Athletic Director's evaluation, the COACH may request a meeting with the Reviewing Officer, and the Reviewing Officer shall meet with the COACH. The COACH may bring an APSCUF representative to the meeting. If, as a result of such discussions, adjustments are made to the original evaluation, the COACH shall be provided a copy of the adjusted evaluation and the original evaluation shall be destroyed. The adjusted evaluation shall be placed in the official personnel file. A COACH shall be allowed to offer written comments regarding their adjusted evaluation. Such comments shall be attached to the adjusted evaluation that shall then be filed in the official personnel file.

J. Whether or not a COACH asserts their right described in I. above, the Reviewing Officer may attach comments to a COACH'S evaluation. A copy of the Reviewing Officer's comments shall be sent to the Athletic Director and the COACH before the performance evaluation is made final. The COACH shall have the right to respond to the Reviewing Officer's comments in writing and/or meet with the Reviewing Officer before the performance evaluation becomes final. Should the COACH choose to meet with the Reviewing Officer before the performance evaluation becomes final, the COACH may bring an APSCUF representative to the meeting.

K. Whether or not a COACH asserts their rights described in H., I., or J., above, the Reviewing Officer shall sign each COACH'S evaluation as follows:

1. Sign their concurrence without changes;
2. Adjust the evaluation as described in I. above and sign; or
3. Add comments as described in J. above and sign.

L. Once the performance evaluation has been signed by the Reviewing Officer, it becomes final. The final performance evaluation shall be filed in the official personnel file along with any comments by the COACH and/or Reviewing Officer.

Section 7. All evaluations prepared under this Article, other than student athlete feedback and peer evaluations, shall assign an overall rating to a COACH in one of the following categories:

- A. Significantly exceeds expectations
- B. Above expectations
- C. At expectations
- D. Below expectations
- E. Unsatisfactory

Section 8. Performance evaluations shall be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION, but only to the extent that the evaluation was conducted in an arbitrary or capricious fashion, or is discriminatory in violation of Article 3. Action or inaction by a COACH, peer evaluators and the Athletic Director shall not be subject to the provisions of Article 4, GRIEVANCE PROCEDURE AND ARBITRATION.

Section 9. The failure of a COACH or Athletic Director to carry out their duties and responsibilities shall not bar the Reviewing Officer from conducting, in good faith, a performance evaluation, or from using the performance evaluation for appropriate purposes under this Agreement.

Section 10. No COACH, Athletic Director, or reviewing officer shall participate in the evaluation process of a member of their immediate family (spouse, child, step-child, parent, step-parent, parent-in-law, brother, sister, brother-in-law, sister-in-law) or a person residing in their household. If a peer evaluator cannot participate in the evaluation process, the COACHES Committee shall choose another COACH to serve. If a head COACH, Athletic Director, or Reviewing Officer cannot participate in the evaluation process, the President or their designee shall select a person to provide the performance evaluation.

Section 11. The parties agree that reasonable efforts shall be made to complete performance evaluation reviews prior to the required notice of renewal/non-renewal. To this end, representatives of Local APSCUF and the UNIVERSITY Administration shall attempt to agree on a schedule that would provide for the completion of the performance evaluations prior to the required notice of renewal / non-renewal. Such discussions may include the beginning and ending dates of the contracts of employment for the COACHES at the respective UNIVERSITY.

ARTICLE 24 PERSONNEL FILES

Section 1.

A. Each UNIVERSITY shall maintain one (1) confidential complete official personnel file for each COACH. No anonymous material shall be placed in the official personnel file. A COACH upon their request shall have the right to receive a copy of material placed in the personnel file by management personnel.

B. In addition, there may be one (1) official pre-employment file that shall be confidential and shall contain letters of reference and recommendations and/or material related thereto secured from sources outside the UNIVERSITY. At the time of the granting of the initial ROLL-OVER CONTRACT OF EMPLOYMENT that may be renewed annually one additional year, all letters of reference and recommendations shall be destroyed unless otherwise required by law or if there is a pending legal action and academic credentials shall be transferred to the official personnel file.

C. A COACH shall have the right to make such additions or responses to the material contained in their official personnel file as they shall deem necessary. Only material that is directly related to the COACH'S work performance shall be included in the confidential personnel file.

Section 2.

A. A COACH shall have access to their official personnel file during regular office hours, provided that there shall be no undue interference with the normal routine of the office. Under no circumstances shall the official personnel file be removed from the office by the COACH, and their access to the file shall be only in the presence of someone in authority in the office.

B. In addition to the COACH, only the Chancellor, President and their designees shall have access to the official personnel file without the express written approval of the COACH. The President and their designees shall be responsible for the placement of material in, and the removal of material from, the official personnel file.

C. The COACH shall have no right of access to the official confidential pre-employment file.

D. APSCUF shall have access to the official personnel file of a COACH at reasonable times during regular office hours, after having given reasonable notice, provided APSCUF first shall have obtained the express written approval of that COACH.

Section 3. If the official personnel file is duly subpoenaed in accordance with law, the COACH shall be notified at the earliest possible time.

Section 4. Other Rules for the Official Personnel File of Each COACH

A. No material derogatory to a COACH'S conduct, such as service, character, or personality, shall be placed in the COACH'S official personnel file unless the COACH has had an opportunity to read the material first. The COACH shall acknowledge that they have read the material by affixing their signature and the date signed on the material to be filed.

B. A statement indicating that the understanding is that such a signature merely signifies that the material has been read and does not necessarily indicate agreement with its content shall be included on all such material. If a COACH refuses to affix their signature on

any such material, a statement to the effect that the COACH was shown the document and refused to sign it shall be entered on the document and signed and dated by the initiator. If the COACH refuses to sign, the material shall also be signed and dated by an appropriate witness. The custodian of the record shall be responsible for obtaining the COACH'S signature and for entering the appropriate statement on the copy of the document that is to be placed in the COACH'S official personnel file.

C. Any material in a COACH'S official personnel file, not acknowledged as described above, that the COACH deems derogatory, shall be removed from the file at the COACH'S request.

D. Derogatory material not brought to the COACH'S attention within ten (10) college calendar days after its receipt by the official custodian shall not be placed in the COACH'S official personnel file. The COACH has a right to answer any material that is derogatory to a COACH'S conduct, and the COACH'S response shall be placed in the file.

E. The performance evaluations shall be permanent documents included in the Official Personnel Folder, and these evaluations shall consist only of documents related to performance evaluations that were made in accordance with the required procedures of the collective bargaining agreement in effect at the time which the evaluation was made.

F. In the case of letters of caution, reprimand, admonishment, or warning that are temporary material to be retained in the Official Personnel File/Folder, the following policy shall apply. If a COACH has had no reprimand during any six (6) year period, all reprimands shall be removed from the file. If a COACH has had reprimand(s) within any six (6) year period, it (they) shall remain as well as all prior reprimands.

G. When a person is authorized to review an Official Personnel File, they will be required to enter the following information in a log: name of the COACH whose records are being reviewed; date and reason for the review; signature of the person reviewing the file. The custodian shall also initial the withdrawal and return of the Official Personnel File/Folder. The custodian of the Official Personnel File shall be responsible for the maintenance of this log and for the maintenance and contents of the Official Personnel File in accordance with established procedure and policy.

The log indicating those who have reviewed the file with provision for both the reviewer and the custodian to acknowledge signing out and signing in shall be retained in the appropriate Official Personnel File on a permanent basis.

ARTICLE 25 COACHING VACANCIES

If a UNIVERSITY forms a search committee to fill a coaching vacancy, the COACHES committee shall designate a representative to serve on the search committee. If a UNIVERSITY forms a search committee to fill an assistant coach vacancy, the COACHES committee shall designate a representative to serve on the search committee and the appropriate head COACH

shall also serve on the search committee. Additional COACHES may be appointed to a search committee at the UNIVERSITY'S discretion.

ARTICLE 26

COACHES COMMITTEE

Section 1. For purposes of addressing areas of common concern and interest of the COACHES to appropriate UNIVERSITY officials and/or organizations, the COACHES at each UNIVERSITY shall organize themselves into a committee. Failure by the COACHES to establish a committee as provided for herein shall not be subject to the grievance and arbitration procedure. This committee may elect a chairperson and determine how it will organize itself in order to conduct business. The establishment of this committee does not imply a role in administering the athletic program; rather it is to address the concerns of the COACHES as a group. Examples of these areas of concern include, but are not limited to: office space, equipment and secretarial/support staff, evaluation procedures, representation of COACHES in appropriate UNIVERSITY-wide committees (e.g., parking, advising, financial aid, facilities, calendar, health and safety, search committee), liaison with faculty, administration, professional development and long-range planning.

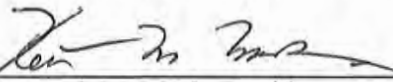
Section 2. The chairperson serves as the chief representative and spokesperson of the COACHES committee to the UNIVERSITY community. In all phases of committee affairs, the chairperson shall be sensitive to and reflect, but not be restricted to, majority sentiment.

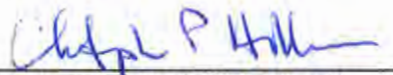
ARTICLE 27
TERM OF AGREEMENT

Section 1. This Agreement shall be effective as of July 1, 2023, and shall remain in full force and effect to and including June 30, 2027, unless an earlier effective date is provided for in this Agreement. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other party in writing of their intent to renegotiate all or parts of this contract by such time as would permit the parties to comply with the collective bargaining schedule established in the Public Employee Relations Act.

Section 2. IN WITNESS WHEREOF, the parties to this Agreement intending to be legally bound by its provisions have signed and executed this Agreement on 11 April 2024.

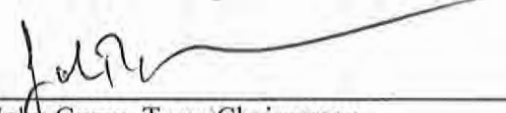
**Association of Pennsylvania State College
& University Faculties (APSCUF)**

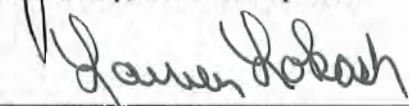
By: 
Kenneth M. Mash, President

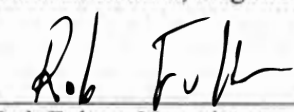
By: 
Christopher P. Hallen, Vice President

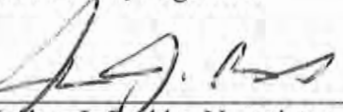
By: 
Catherine E. Rowe, Chief Negotiator

By: 
Julie A. Reese, Negotiator

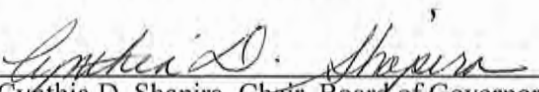
By: 
John Gump, Team Chairperson

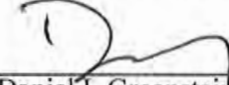
By: 
Lauren Lokash, Negotiator

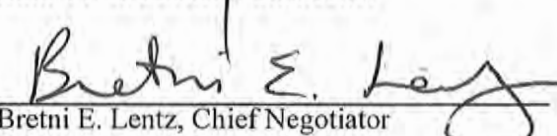
By: 
Rob Fulton, Negotiator

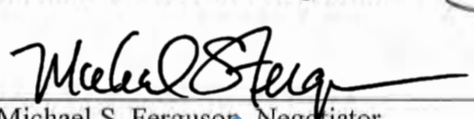
By: 
Joshua J. Grubbs, Negotiator

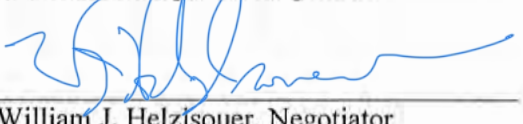
**Pennsylvania State System of Higher
Education (PASSHE)**

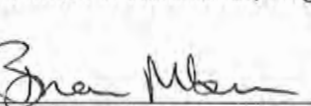
By: 
Cynthia D. Shapira, Chair, Board of Governors

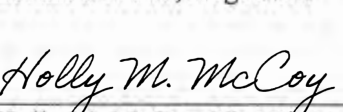
By: 
Daniel T. Greenstein, Chancellor

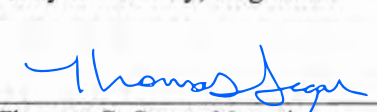
By: 
Bretni E. Lentz, Chief Negotiator

By: 
Michael S. Ferguson, Negotiator

By: 
William J. Helzlsouer, Negotiator

By: 
Brian A. Mbuu, Negotiator

By: 
Holly M. McCoy, Negotiator

By: 
Thomas C. Segar, Negotiator

APPENDIX A

Contract of Employment

Regular Full-Time or Regular Part-Time Head Coach

Dear:

This will confirm your appointment as a Regular full-time [or Regular part-time with _____ % FTE] head non-faculty coach of [insert sport] at _____ University of Pennsylvania of the Pennsylvania State System of Higher Education (hereafter “State System”). This Contract of Employment (hereafter “Contract”) is subject to renewal, non-renewal, roll-over, termination, or buy-out, as provided for in the Collective Bargaining Agreement (hereafter “CBA”) between the State System and the Association of Pennsylvania State College and University Faculties (hereafter “APSCUF”). This Contract also is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the CBA, the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the Athletic Director. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA.

Your first year salary will be [\$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance

with the CBA in effect at that time. You also are eligible for other benefits, in accordance with the CBA, depending upon your status as a Regular full-time or Regular part-time head Coach.

NCAA Constitutional Bylaw, Article 11.2.1 states, “Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.”

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose within three (3) days of your date of hire. A list of approved documents can be found on the Employment Eligibility Verification, USCIS, Form I-9.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

Signature

Date

APPENDIX B

Contract of Employment

Regular Full-Time and Regular Part-Time Assistant Coach

Dear:

This will confirm your appointment as a Regular full-time [or Regular part-time with _____ % FTE] assistant non-faculty coach of [insert sport] at _____ University of Pennsylvania of the State System of Higher Education (hereafter “State System”). This Contract of Employment (hereafter “Contract”) is subject to renewal, non-renewal, roll-over, termination, or buy-out, as provided for in the Collective Bargaining Agreement (hereafter “CBA”) between the State System and the Association of Pennsylvania State College and University Faculties (hereafter “APSCUF”). This Contract also is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the CBA, the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the Head Coach of [sport]. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly.

Your first year salary will be [\$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance

with the CBA in effect at that time. You also are eligible for other benefits, in accordance with the CBA, depending upon your status as a Regular full-time or Regular part-time assistant Coach.

NCAA Constitutional Bylaw, Article 11.2.1 states, “Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.”

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose within three (3) days of your date of hire. A list of approved documents can be found on the Employment Eligibility Verification, USCIS, Form I-9.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

Signature

Date

APPENDIX C

DISABILITY RETIREMENT DETERMINATION PROCEDURE FOR ALTERNATIVE RETIREMENT PLAN PARTICIPANTS (See Article 13, Section 3)

This procedure is adopted to implement the disability retirement determination standard created by Article 11, Section 8.G.2 of the Collective Bargaining Agreement.

1. To determine if an Alternative Retirement Plan participant qualifies for the benefits granted under the above-referenced Articles, all relevant evidence shall be submitted to a physician selected by mutual agreement of the parties. The physician's determination shall be based on the standards utilized by the State Employees' Retirement System (SERS) in determining eligibility for disability retirement. The physician's determination shall be issued to the employees, the State System, and State APSCUF.
2. In the event an employee is dissatisfied with the physician's determination under paragraph 1 above, the employee or APSCUF may appeal that determination to final and binding arbitration to be conducted before and decided by one of the arbitrators selected by mutual agreement of the parties under this procedure and not by an arbitrator selected under Article 4. The arbitrator shall apply the standards used by the SERS determining eligibility for disability retirement.
3. The physician and arbitrators chosen at the time of making this Agreement have been chosen because of their experience in making determinations under SERS standards. Should it be necessary to select additional physicians or arbitrators during the term of this contract, the parties agree that they shall attempt to select people with similar qualifications.
4. The arbitrator's fees and expenses shall be shared equally by APSCUF/COACH and the STATE SYSTEM/UNIVERSITIES but each party shall bear its own cost of preparing and presenting its case to the arbitrator.
5. Disputes arising under this side letter shall not be subject to the Grievance and Arbitration provisions of Article 4 of the Collective Bargaining Agreement.

APPENDIX D

Notice of Extension / Renewal

Dear _____:

This is to notify you that the attached contract of employment has been (extended / renewed) in accordance with the Non-Faculty Athletic Coaches' Agreement between the Association of Pennsylvania State College and University Faculties (APSCUF) and the Pennsylvania State System of Higher Education from (date) through (date) at your current salary of (amount).

If you have any questions, please contact (name / office and telephone number).

Sincerely,

For the (University) of Pennsylvania

c: State APSCUF

**PENNSYLVANIA STATE SYSTEM OF HIGHER EDUCATION
COACHES PERFORMANCE REVIEW AND EVALUATION DOCUMENT**

Final Evaluation:_____

FINAL SCORE _____

Date:_____

Coach has attached comments to the adjusted evaluation.

Date: _____

Reviewing Officer's Signature

Rating Factor:	Performance Expectations			Final Evaluation		SECTION AVERAGE SCORE:				
	Improve Performance	Maintain Performance	Not Applicable (N/A)	Significantly Exceeds Expectations 5	Above Expectations 4	At Expectations 3	Below Expectations 2	Unsatisfactory 1	N/A	
Weight Factor:										
ADMINISTRATIVE PERFORMANCE										
Direction of coaching and support staff										
Care of Facilities & Equipment within Coach's Control										
Compliance with and Knowledge of NCAA, PSAC, University and Athletic Department Rules and Regulations										
Administrative Preparation for Competition										
Time Management										
Other (specify)										
Performance Expectations Comments:										
Add any clarifying or explanatory comments about this category here:										
COMPETITION MANAGEMENT										
Team Development										
Game Preparation										
Win-Loss Record										
Other (specify)										
Performance Expectations Comments:										
Add any clarifying or explanatory comments about this category here:										

Rating Factor:	Performance Expectations			Final Evaluation		SECTION AVERAGE SCORE:			
	Improve Performance	Maintain Performance	Not Applicable (N/A)	Significantly Exceeds Expectations 5	Above Expectations 4	At Expectations 3	Below Expectations 2	Unsatisfactory 1	N/A
Weight Factor:									
BUDGET MANAGEMENT									
Fundraising									
Management of Operating Budget									
Other (specify)									
Performance Expectations Comments:									
Add any clarifying or explanatory comments about this category here:									
Rating Factor:	Performance Expectations			Final Evaluation		SECTION AVERAGE SCORE:			
	Improve Performance	Maintain Performance	Not Applicable (N/A)	Significantly Exceeds Expectations 5	Above Expectations 4	At Expectations 3	Below Expectations 2	Unsatisfactory 1	N/A
Weight Factor:									
PROFESSIONAL GROWTH AND DEVELOPMENT									
Presentations and/or attendance at Professional Development Programs									
Memberships in Professional Organizations									
Other (specify)									
Performance Expectations Comments:									
Add any clarifying or explanatory comments about this category here:									

Rating Factor: Weight Factor:	Performance Expectations			Final Evaluation		SECTION AVERAGE SCORE:			
	Improve Performance	Maintain Performance	Not Applicable (N/A)	Significantly Exceeds Expectations 5	Above Expectations 4	At Expectations 3	Below Expectations 2	Unsatisfactory 1	N/A
COMMUNITY AND UNIVERSITY SERVICE									
Involvement in University Committees/Groups and/or Local Community Groups (including APSCUF)									
Participation in University and/or Community Events									
Membership in PSAC and/or NCAA Committees									
Other (specify)									
Performance Expectations Comments:									
Add any clarifying or explanatory comments about this category here:									

Additional Comments:

OVERALL FINAL EVALUATION CALCULATION

5~Significantly exceeds expectations	4~Above expectations	3~At expectations	2~Below expectations	1~Unsatisfactory
--------------------------------------	----------------------	-------------------	----------------------	------------------

**Rounding (Anything 0.5 or above will round up. Anything 0.49 or below rounds down). Round to the nearest decimal point. All weighted categories/weighted percentages when added together are to equal a sum total of 100%.*

	Average Section Score	X	Weighted Percentage	=	Total
Administrative Performance		X		=	
Competition Management		X		=	
Interpersonal Skills		X		=	
Student-Athlete Relations		X		=	
Budget Management		X		=	
Professional Growth and Development		X		=	
Community and University Service		X		=	
				Total Score	

FINAL SCORE _____

Notes: Performance Review and Evaluation Document for Non-Faculty Athletic Coaches

This *Performance and Evaluation Document* contains seven (7) sections for consideration in the assessment of Non-Faculty Athletic Coaches. Each section includes various items to be considered. Additionally, there is space for *other* items to be added during the *Performance and Expectations Meeting*. During a coach's *Performance and Expectations Meeting*, each of the sections will be assigned a weighted percentage. This percentage should be listed in the upper left-hand corner of each section's designated *Weight Factor*. All weighted categories when added together are to equal a sum total of 100%.

Each item in a section is assigned a score between 1 (Unsatisfactory) and 5 (Significantly Exceeds Expectations). The average score of each section should be recorded in the upper right-hand corner of the section. Scores should be rounded to one decimal place, with anything 0.5 or above rounding up, and anything 0.49 or below rounding down.

The *Weight Factor* and *Average Score* should be inserted into the table provided at the end of the document and a *Total Score* should be calculated. The *Total Score* should also be rounded to one decimal place to determine a *Final Score*. The *Final Score* will then be utilized as the *Overall Evaluation Rating* on page one of the *Performance and Evaluation Document*.

APPENDIX F

Contract of Employment

Other Than Regular Full-Time or Regular Part-Time Coach

Dear:

This will confirm your appointment as a head [assistant] non-faculty coach with ____% FTE of [insert sport] at _____ University of Pennsylvania of the Pennsylvania State System of Higher Education (hereafter “State System”). This Contract is subject to modification through the collective bargaining process. In the event of a conflict between this Contract and the Collective Bargaining Agreement (hereafter CBA) between the State System and the Association of Pennsylvania State College and University Faculties (hereafter APSCUF) the terms of the CBA shall be controlling. In addition, the existence of this Contract does not affect your right to engage in lawful concerted activity as permitted by the Public Employee Relations Act, except as modified by the CBA.

This offer is contingent upon the successful completion of all PA Act 153 criminal background investigations to include a report of criminal history record information from the Pennsylvania State Police (PSP), certification from the Pennsylvania Department of Human Services and a federal criminal history record check obtained by submitting a full set of fingerprints.

Your employment will begin on [date] and continue through the close of business on [date]. You will report to the _____. Should you fail to work the entire period agreed upon in this Contract, your total compensation will be adjusted accordingly. You will be responsible for successfully performing all of the duties and responsibilities outlined in the attached job description as well as those duties and responsibilities set forth in the CBA.

Your salary will be [\$_____] for the period in which you perform services pursuant to the Contract. Payments shall be made in accordance with the payroll practices of the State System/Universities. If your Contract is renewed, any salary increase will be in accordance with the CBA in effect at that time.

NCAA Constitutional Bylaw, Article 11.2.1 states, “Contractual agreements or appointments between a coach and an institution shall include the stipulation that a coach who is found to be in violation of NCAA regulations shall be subject to disciplinary or corrective action as set forth in the provisions of the NCAA enforcement procedures, including suspension without pay or termination of employment for significant or repetitive violations.”

In accordance with the Immigration Reform and Control Act of 1986, the State System must verify both identity and work authorization for each individual hired. Therefore, it will be necessary for you to produce original documents for this purpose within three (3) days of your date of hire. A list of approved documents can be found on the Employment Eligibility Verification, USCIS, Form I-9.

Your signature below will indicate acceptance of this Contract of Employment and the terms and conditions described herein. Please return a signed original copy of this Contract of Employment (Name) no later than (Date).

For the (University) of Pennsylvania

I accept the above Contract of Employment:

Signature

Date

APPENDIX G - PPO Blue Benefit Summary

The chart below reflects what the plan pays for specific services. A member may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if the office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
General Provisions		
Benefit Period(1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$400	\$800
Family	\$800	\$1,600
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Maximums (Once met, plan pays 100% for the rest of the benefit period)		
Individual	Not Applicable	\$3,200
Family		\$6,400
Total Maximum Out-of-Pocket (includes deductible, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$7,150	None
Family	\$14,300	None
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits (7)	100% after \$25 copayment	80% after deductible
Primary Care Provider Office Visits & Virtual Visits (7)	100% after \$20 copayment	80% after deductible
Specialist Office Visits & Virtual Visits (8)	(July 1, 2019 - June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
Virtual Visit Originating Site Fee (8)	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copayment	80% after deductible
Preventive Care (4)		
Routine Adult		
Physical exams	100% no deductible	80% after deductible
Adult immunizations	100% no deductible	80% after deductible
Colorectal cancer screening	100% no deductible	80% after deductible
Routine gynecological exams, including a Pap Test	100% no deductible	80% no deductible
Mammograms, annual routine and medically necessary	100% no deductible	80% after deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Routine PSA Screening	100% no deductible	80% after deductible
Routine Pediatric		
Physical exams	100% no deductible	80% after deductible
Pediatric immunizations	100% no deductible	80% no deductible
Diagnostic services and procedures	100% no deductible	80% after deductible
Hospital and Medical/Surgical Expenses (including maternity)		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services)	100% after deductible	80% after deductible
Medical Care (except office visits)	100% after deductible	80% after deductible
Includes Inpatient Visits and Consultations		
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures. Excludes Neonatal Circumcision	100% after deductible	80% after deductible
Emergency Services		
Emergency Room Services	100% after \$200 copayment (waived if admitted)	
Ambulance (emergency)	100% no deductible	
Ambulance (non-emergency)	100% after deductible	80% after deductible
Benefit	Network	Out-of-Network
Mental Health/Substance Abuse		
Inpatient Mental Health	100% after deductible	80% after deductible
Inpatient Detoxification/Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health includes Virtual Behavioral Health Visits	(July 1, 2019 – June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
Outpatient Substance Abuse includes Virtual Behavioral Health Visits	(July 1, 2019 – June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
Therapy and Rehabilitation Services		
Physical Medicine Outpatient	(July 1, 2019 – June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
	unlimited	
Respiratory Therapy	100% after deductible	80% after deductible

Spinal Manipulations	(July 1, 2019 – June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
30 visits/benefit period		
Speech & Occupational Therapy Outpatient	(July 1, 2019 – June 30, 2020) 100% after \$45 copayment (Effective July 1, 2020) 100% after \$30 copayment	80% after deductible
30 visits per therapy/benefit period		
Other Therapy Services - Cardiac Rehabilitation, Chemotherapy, Radiation Therapy, Dialysis and Infusion Therapy	100% after deductible	80% after deductible
Other Services		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for ASD (3)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Elective Abortion	Not Covered (except in cases of rape, incest, or to avert death of the mother)	
Home Health Care (Excludes Respite Care)	100% after deductible	80% after deductible
60 visits/benefit period		
Hospice (Includes Respite Care)	100% after deductible	80% after deductible
180 days/benefit period		
Infertility Counseling, Testing and Treatment(5)	100% after deductible	80% after deductible
Oral Surgery	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
240 hours/benefit period		
Skilled Nursing Facility Care	100% after deductible	80% after deductible
100 days/benefit period		
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements(6)	Yes	

(1)The group's benefit period is based on a Calendar Year

(2)The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government, TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expenses. Effective with plan years beginning on or after January 1, 2017 the TMOOP cannot exceed \$7,150 for individual and \$14,300 for two or more persons.

(3)Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.

(4)Services are limited to those listed on the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.

(5)Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.

(6)Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If not, you are responsible for contacting MM&P. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.

(7)Virtual Retail & Behavioral Health Virtual Visits – the purpose of this benefit is to allow a member to have a virtual visit through the use of secure telecommunications technology. The secure telecommunications technology must provide both audio and video streams. Virtual visits can be conducted for initial, follow-up, or maintenance care. The member's responsibility is the copayment that would normally apply for an in-person primary care, retail or behavioral visit.

(8)Virtual Specialist Office Visit – the purpose of this benefit is to allow a member to have a virtual follow-up visit with a specialist that may be located a significant distance away. The member's responsibility is the copayment that would normally apply for an in-person specialist visit and a fee from the "originating site". The PCP's office or clinic that provides access to the video conferencing equipment may also charge a fee. The originating fee will be applied to the deductible and/or coinsurance as determined by the member's specific benefit plan design.

State System of Higher Education – Effective 1-1-2024

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Group Numbers: 02507900, -06

Benefit	In Network	Out of Network
General Provisions		
Effective Date	January 1, 2024	
Benefit Period (1)	Calendar Year	
Deductible (per benefit period)		
Individual	\$400	\$800
Family	\$800	\$1,600
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes coinsurance. Once met, plan pays 100% coinsurance for the rest of the benefit period)		
Individual	None	\$3,200
Family	None	\$6,400
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Individual	\$9,450	Not Applicable
Family	\$18,900	Not Applicable
Office/Clinic/Urgent Care Visits		
Retail Clinic Visits & Virtual Visits	100% after \$25 copay	80% after deductible
Primary Care Provider (PCP) Office Visits & Virtual Visits	100% after \$20 copay	80% after deductible
Specialist Office Visits & Virtual Visits	100% after \$30 copay	80% after deductible
Virtual Visit Provider Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	100% after \$50 copay	80% after deductible
	copay, if any, does not apply to urgent care center visits prescribed for the treatment of mental health or substance abuse	
Telemedicine Services (3)	100% after \$10 copay	Not Covered
Preventive Care with Enhancements (4)		
Routine Adult		
Physical Exams	100% (deductible does not apply)	80% after deductible
Adult Immunizations	100% (deductible does not apply)	80% after deductible
Routine Gynecological Exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, Annual Routine	100% (deductible does not apply)	80% after deductible
Mammograms, Medically Necessary	100% (deductible does not apply)	80% after deductible
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Routine Prostate Cancer Screening (Males age 19 and older)	100% (deductible does not apply)	80% after deductible
Routine Pediatric		
Physical Exams	100% (deductible does not apply)	80% after deductible
Pediatric Immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic Services and Procedures	100% (deductible does not apply)	80% after deductible
Emergency Services		
Emergency Room Services (5)	100% after \$200 copay (waived if admitted)	
Ambulance - Emergency and Non-Emergency (6)	100% (deductible does not apply) for emergency services; 100% after deductible for non-emergencies	100% (deductible does not apply) for emergency services; 80% after deductible for non-emergencies
Hospital and Medical / Surgical Expenses (including maternity) (5)		
Hospital Inpatient	100% after deductible	80% after deductible
	Limit: 365 days/admission	
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)	100% after deductible	80% after deductible

Benefit	In Network	Out of Network
Surgical Expenses (except office visits) Includes Assistant Surgery, Anesthesia, Sterilization and Reversal Procedures, excludes neonatal circumcisions	100% after deductible	80% after deductible
Therapy and Rehabilitation		
Physical Medicine	100% after \$30 copay	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Speech and Occupational Therapy	100% after \$30 copay	80% after deductible
	Limit: 30 visit/per type of therapy/benefit period - limit does not apply when therapy services are prescribed for the treatment of mental health or substance abuse	
Spinal Manipulations	100% after \$30 copay	80% after deductible
	Limit: 30 visits/benefit period	
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Mental Health / Substance		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after \$30 copay	80% after deductible
Outpatient Substance Abuse Services	100% after \$30 copay	80% after deductible
Other		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Applied Behavior Analysis for Autism Spectrum Disorder (7)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diagnostic Services		
Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
	Limit: 60 visits/benefit period aggregate with visiting nurse	
Hospice	100% after deductible	80% after deductible
	Limit: 180 days/benefit period	
Infertility Counseling, Testing and Treatment (8)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
	Limit: 240 hours/benefit period	
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	Limit: 100 days/benefit period	
Transplant Services	100% after deductible	80% after deductible
Precertification/Authorization Requirements (9)	Yes	Yes
Prescription		
Prescription Drug Deductible Individual/Family	None	
Prescription Drug Program (10) SensibleRx Choice Defined by the National Pharmacy Network - Not Physician Network.	Retail Drugs (30-day Supply) \$10 Formulary and Non-Formulary generic copay \$30 Formulary brand copay \$50 Non-Formulary brand copay	
OON Rx Claims – Member Files	Maintenance Drugs through Mail Order (90-day Supply) \$20 Formulary and Non-Formulary generic copay \$60 Formulary brand copay \$100 Non-Formulary brand copay	
Your plan uses the Comprehensive Formulary with an Incentive Benefit Design		

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

(1) Your group's benefit period is based on a Calendar Year which runs from January 1 to December 31.

(2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.

(3) Telemedicine Services (acute care for minor illnesses available on-demand 24/7) must be performed by a Highmark Designated Telemedicine Provider. Additional services provided by a Designated Telemedicine Provider are paid according to the benefit category that they fall under (e.g. PCP is eligible under the PCP Office Visit benefit, Behavioral Health is eligible under the Outpatient Mental Health Services benefit).

- (4) Services are limited to those listed on the Highmark Preventive Schedule with Enhancements (Women's Health Preventive Schedule may apply).
- (5) Benefits for Emergency Care Services rendered by an Out-of-Network Provider will be paid at the Network services level. Benefits for Hospital Services or Medical Care Services rendered by an Out-of-Network Provider to a member requiring an inpatient admission or observation immediately following receipt of Emergency Care Services will be paid at the Network services level. The member will not be responsible for any amounts billed by the Out-of-Network Provider that are in excess of the plan allowance for such services.
- (6) Air Ambulance services rendered by out-of-network providers will be covered at the highest network level of benefits.
- (7) After initial evaluation, Applied Behavioral Analysis will be covered as specified above. All other Covered Services for the treatment of Autism Spectrum Disorders will be covered according to the benefit category (e.g. speech therapy, diagnostic services). Treatment for Autism Spectrum Disorders does not reduce visit/day limits.
- (8) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (9) If you receive services from an out-of-area provider or an out-of-network provider, you must contact Highmark Utilization Management prior to a planned inpatient admission, prior to receiving certain outpatient services or within 48 hours of an emergency or unplanned inpatient admission to obtain any required precertification. If precertification is not obtained and it is later determined that all or part of the services received were not medically necessary or appropriate, you will be responsible for the payment of any costs not covered by your health plan.
- (10) The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. Your program includes coverage for both formulary and non-formulary drugs at the copayment or coinsurance amounts listed above. Under SensibleRx Choice, when you purchase a brand drug that has a generic equivalent, you will be responsible for the brand-drug copayment plus the difference in cost between the brand and generic drugs, unless your doctor requests that the brand drug be dispensed. Your plan requires that you use Accredo specialty pharmacy for select specialty medications. The Copay Armor program helps members to afford high cost medications (mostly specialty) by leveraging manufacturer coupon dollars. Members will not need to change where prescriptions are filled and will be contacted by Pillar Rx for cost savings enrollment.

Highmark Blue Shield is an Independent Licensee of the Blue Cross and Blue Shield Association.

APPENDIX H

HEALTH CARE MANAGEMENT PROGRAM (WELLNESS PROGRAM)

The following elements shall be included in a health care management program (wellness program).

1. PASSHE shall continue to make a wellness program available in accordance with Article 11, Section 6.A.4 of the Collective Bargaining Agreement.
2. There shall be no pre-existing condition exclusion for participation in the wellness program.
3. The wellness program shall be made available to active coaches and covered spouses in the PPO.
4. New coaches enrolled in the PPO plan and hired (not date of acceptance of contract) less than 30 days prior to the cut off date(s) for completion of the healthcare management program requirements will automatically contribute at the participant level as set forth in Article 11, Section 6.A. The coach and covered spouse must complete the health care management program requirements by the next cut off date in order to continue to contribute at the participant level for the next fiscal year.

Coaches and covered spouses who elect not to complete the health care management program requirements will be eligible to contribute at the participant level as set forth in Article 11, Section 6.A. in subsequent fiscal years provided that they complete the requirements by the completion cut off date.

5. Personal health information provided through the wellness program shall be protected by the Health Insurance Portability and Accountability Act (HIPAA).

APPENDIX I
STATE UNIVERSITY OF PENNSYLVANIA
STUDENT-ATHLETE FEEDBACK REGARDING THEIR COACHING EXPERIENCE

Coach's Name _____ Sport: _____ Date: _____

Role (if applicable): ☐ Starter ☐ Role Player ☐ Reserve

Do you currently receive athletically-related financial aid? ☐ Yes ☐ No

Were you recruited? ☐ Yes ☐ No

Instructions:* Please fill in the circles below that best reflects your experience as a student-athlete on each topic with the coach named above. If you cannot make a reasonable judgment, please indicate by filling in N/A (Not Applicable). When answering these questions, please consider only THIS academic / playing year.

	Agree	Disagree	No Opinion	N/A
1. The coach understands that I have demands on my time not related to the sport.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. The coach stresses the importance of academic success.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. The coach asks me about my academic performance.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. When I requested it, the coach referred me to appropriate resources to help me achieve academic success.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
5. When I needed it, the coach directed me to resources to address my non-athletic concerns.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
6. Our practices appear to me to be well structured.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
7. The coach seems to me to be well prepared for competitions.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
8. The coach has helped me to develop my athletic skills.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
9. The coach has helped me to improve my knowledge of my sport.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
10. The coach implemented reasonable rules and guidelines.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
11. The coach consistently enforces rules and policies.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
12. The coach emphasized the importance of good sportsmanship.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
13. The coach models good sportsmanship.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
14. The coach demonstrates enthusiasm for the sport.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
15. The coach communicates well with individual athletes.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Note: If you have any additional comments that are not addressed in this Student-Athlete Feedback form, please contact the Athletic Director (insert name) at (insert email address) or (insert telephone number).

*Results of student-athlete responses will be tallied and reported based upon frequency distribution.

APPENDIX J

PEER OBSERVATION FORM

Coach's Name: _____ Title: _____

Sport: _____ Observation Date: _____

Observed: (circle one) Practice or Competition

Please rate each area of performance as Agree or Disagree and provide examples of observed behavior to support the rating. Please explain if the Not Applicable box is checked.

1. Demonstrates effective coaching skills.

☐ Agree ☐ Disagree ☐ Not Applicable

2. Communicates effectively with student athletes.

☐ Agree ☐ Disagree ☐ Not Applicable

3. Demonstrates concern for student athletes' safety.

☐ Agree ☐ Disagree ☐ Not Applicable

4. Models good sportsmanship.

☐ Agree

☐ Disagree

☐ Not Applicable

5. Demonstrates proper utilization of staff, facilities, and equipment.

☐ Agree

☐ Disagree

☐ Not Applicable

6. Demonstrates organized management of practice/competition.

☐ Agree

☐ Disagree

☐ Not Applicable

Overall Comments

Signature of Observer: _____ **Date:** _____

Signature of Head Coach: _____ **Date:** _____

Signature of Athletic Director: _____ **Date:** _____

Signature of Reviewing Officer: _____ **Date:** _____

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SIDE LETTERS

BETWEEN

**THE ASSOCIATION OF PENNSYLVANIA STATE COLLEGE
AND UNIVERSITY FACULTIES
(APSCUF)**

AND

**THE PENNSYLVANIA
STATE SYSTEM OF HIGHER EDUCATION
(STATE SYSTEM)**

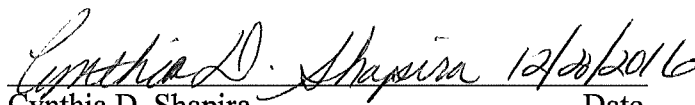
**FOR THE
NON-FACULTY ATHLETIC COACHES**

July 1, 2023 to June 30, 2027

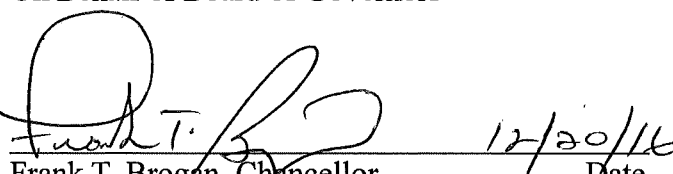
Pennsylvania State System of Higher Education (PASSHE)
Association of Pennsylvania State College and University Faculties (APSCUF)
Non-Faculty Athletic Coaches
Grievance Arbitration Pilot Program Agreement

The APSCUF Intercollegiate Athletics Coaches Negotiations Team and the PASSHE Negotiations Team for Intercollegiate Athletics Coaches acknowledge the tentative agreement between the APSCUF and PASSHE Faculty Negotiations Teams creating a Grievance Arbitration Pilot Program, and agree as follows:

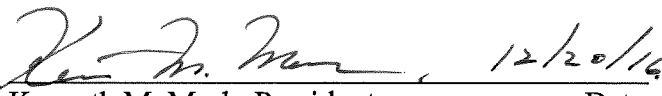
1. Upon implementation of the Grievance Arbitration Pilot Program ("Pilot Program"), and upon ratification and signing of a collective bargaining agreement covering the intercollegiate athletics coaches ("Coaches CBA"), grievances arising under the Coaches CBA shall be submitted for arbitration in accordance to the Pilot Program.
2. For purposes of assignment of arbitrators a grievance submitted under the Coaches' CBA shall be counted as grievance submitted under the Faculty CBA.
3. Either party (APSCUF Coaches or PASSHE) shall have a right to discontinue the Pilot Program at any time. This right may be exercised independently from the right of APSCUF and PASSHE to discontinue the Pilot Program for grievances arising under the Faculty CBA. However, in the event that the Pilot Program for grievances arising under the Faculty CBA is discontinued, the Pilot Program under the Coaches CBA shall automatically be discontinued.


Cynthia D. Shapira
On Behalf of Board of Governors

Date


Frank T. Brogan, Chancellor
On Behalf of PASSHE

Date


Kenneth M. Mash, President
On Behalf of APSCUF Coaches

Date

**APSCUF – STATE SYSTEM
NON-FACULTY ATHLETIC COACHES NEGOTIATIONS
Side Letter
Re: Article 5, Section 3**

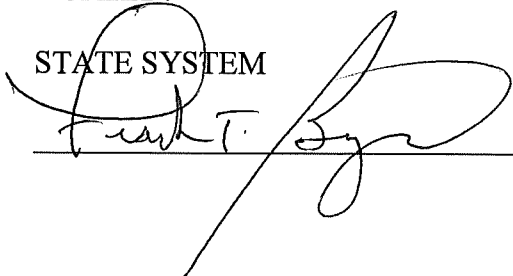
The parties agree that the STATE SYSTEM will provide State APSCUF with the following data in the Complement Report (also referred to as the semester report), twice each semester and once during the summer. The first report in each semester shall be provided as early as possible, but no later than September 30 for fall semester and no later than February 15 for spring semester. The second report in the semester shall be provided no later than November 30 for the fall semester and no later than April 15 for the spring semester. The summer report shall be provided no later than July 30. The STATE SYSTEM will transmit the data to APSCUF electronically in Microsoft Excel or similar format.

Complement Report Data Components Provided for Each COACH:

Personnel Number
Name, Last, First, Middle
Home Address—House Number, Street, City, State, Zip Code
Gender
Birthdate
Annual Salary
Biweekly Salary
Campus Code
Campus Name
Job Classification Code
Position Title
Current Hire Date
Employee Subgroup
Union Membership/Nonmember
FTE
Employee Group (Temporary/Regular)
Medical Plan
Medical Coverage (Single, Family, Waived, etc.)
Retirement Plan
Organizational Unit (e.g., Department)

AGREED:

STATE SYSTEM


A handwritten signature in black ink, appearing to read "Frank T. Byrne", is written over a horizontal line.

APSCUF


A handwritten signature in black ink, appearing to read "Ken M. M...", is written over a horizontal line.

Gender-Neutral Language

The parties agree to replace gendered language (e.g., "his/her," "he/she," "himself/herself," etc.) with gender neutral language (e.g., "they," "them," "their," etc.) throughout the collective bargaining agreement.

 5/11/2020

Kenneth M. Mash, President Date
APSCUF



Daniel I. Greenstein, Chancellor Date
STATE SYSTEM

SIDE LETTER
DOMESTIC PARTNER REFERENCES IN COACHES' COLLECTIVE BARGAINING AGREEMENT

The State System and APSCUF recognize that, the U.S. Supreme Court in *Obergefell v. Hodges* held that laws prohibiting same sex-marriage are unconstitutional. As a result, the parties have agreed to delete references to "domestic partners" from their collective bargaining agreement, because these references were intended to treat unmarried same sex domestic partners the same as married opposite-sex couples during a time when same-sex marriage was not permitted. However, the parties also recognize the potential that at some future time, the *Obergefell* decision may be overruled or undermined by the U.S. Supreme Court or other means. Therefore, the State System and APSCUF agree as follows:

1. Effective upon ratification of a new collective bargaining agreement, references to domestic partners and children of domestic partners will be deleted from the following sections of the agreement (citations refer to the 2019-2023 agreement):
 - a. Article 1, Sections 10 and 11 (deleted in full)
 - b. Article 9, Sections 1.B.6. and 7., and 5.A.
 - c. Article 11, Sections 2.A. and B., 3, 6.A.3. and 4., 8.A., and 10.A.
 - d. Article 15, Section 6.B., C., and D.
 - e. Appendix H, 3. and 4.
2. The removal of these references will not impact those employees who continue to have domestic partner benefits as was previously negotiated between the parties.
3. In the event that the availability of marriage to same-sex couples is eliminated, whether by overruling *Obergefell* or otherwise, the parties agree to:
 - a. immediately reinstate the provisions referenced above in the analogous Articles and Sections of the collective bargaining agreement in effect at the time, to the extent permitted under the law in effect at that time and subject to the current contractual provisions applicable for health care benefits; and
 - b. immediately bargain over the impact of the change in the law upon any other provisions of the collective bargaining agreement in effect at the time to ameliorate any effect of the change on the availability of spousal benefits to same-sex spouses/domestic partners.

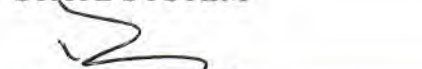
Date: April 11, 2024

APSCUF



Kenneth M. Mash

STATE SYSTEM

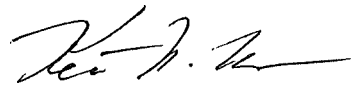


Daniel I. Greenstein

LETTER OF UNDERSTANDING (LoU)

This letter of understanding acknowledges the parties' agreement regarding the use and application of the updated PERFORMANCE REVIEW AND EVALUATION DOCUMENT and the new standard procedures and forms for obtaining student athlete feedback and peer evaluations per Article 23 and its corresponding appendices of the 2023-2027 Non-Faculty Athletic Coaches Collective Bargaining Agreement:

1. The effective date for utilizing the newly-ratified standard procedures and corresponding appendix forms under Article 23, Section 3 - Student Athlete Feedback, and Section 4 – Peer Evaluations, and the updated APPENDIX E PERFORMANCE REVIEW AND EVALUATION document, will be July 1, 2024, the next full fiscal year.
2. Any 2023-2024 coaches' evaluations that are in process prior to July 1, 2024 shall utilize the prior standard procedures/practices and forms per Article 23 of the 2019-2023 Non-Faculty Athletic Coaches Collective Bargaining Agreement.


Kenneth M. Mash
For APSCUF

5/28/24
DATE


Daniel I. Greenstein
For the STATE SYSTEM

June 7, 2024
DATE