COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

UNIONVILLE-CHADDS FORD EDUCATION ASSOCIATION

AND THE

UNIONVILLE-CHADDS FORD SCHOOL BOARD

JULY 1, 2010 TO JUNE 30, 2013
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COLLECTIVE BARGAINING AGREEMENT BETWEEN
UNIONVILLE-CHADDS FORD EDUCATION ASSOCIATION
AND
UNIONVILLE-CHADDS FORD SCHOOL BOARD

ARTICLE I - RECOGNITION

The Unionville-Chadds Ford Education Association, hereinafter called the Association, an affiliate of the Pennsylvania State Education Association and the National Education Association, is hereby recognized by the employer, as the bargaining agent for the Unionville-Chadds Ford employees who are professional or temporary professional employees, School Social Workers, and long-term substitutes*, hereinafter called the employees, and are certificated and employed below the first level of supervision and who are properly included in the bargaining unit under the conditions of the Public Employee Relations Act (Act 195 of 1970) and Act 88 of 1992 providing for collective bargaining for public employees, hereinafter called the bargaining unit.

School Social Workers are recognized as members of the bargaining unit. Continued employment is dependent upon maintenance of current PA social work licensure and, if required, PA state certification as Home and School Visitor.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion of force by either party.

*(A long-term substitute is defined as any person who performs duties of a professional nature in lieu of an absent employee for one semester or an equivalent number of consecutive days during one work year. Also, any substitute employee working on a day-to-day basis in the same capacity, for an indefinite period of time shall be considered a long-term substitute upon completion of one (1) semester's work or the equivalent number of consecutive days during one (1) work year.)
ARTICLE II - TERM AND CONDITIONS OF AGREEMENT

2.01 TERM OF AGREEMENT

The term of the agreement shall begin on, July 1, 2010, unless otherwise noted herein, and shall continue in force and effect until June 30, 2013. If, by mutual agreement, both parties agree to renegotiate certain items of the agreement prior to June 30, 2013, it is not the intent of this agreement to prohibit such negotiation.

2.02 CONDITIONS OF AGREEMENT

There are items enumerated and dealt with in a separate document, which is not part of the bargaining agreement. As such they are not subject to the grievance procedure contained in the bargaining agreement but are subject to the meet-and-discuss procedure, if and when disputes arise.

2.03 SEPARABILITY

If any provision of this agreement or any application of the agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid, but all other provisions or applications shall continue in full force and effect.

2.04 NO STRIKE - NO LOCK OUT

As a condition of the various provisions of this agreement, the bargaining unit agrees that it will not engage in, nor support, a strike against the employer (as defined in Act 195 of 1970 and Act 88 of 1992), and the employer agrees that it will not conduct, or cause to be conducted, a lock out—all for the term of this agreement.

2.05 WAIVERS

The parties agree that the items leading to this agreement have been discussed during negotiations and that no additional negotiations on this agreement will be conducted on any item, during the life of this agreement, except as provided for by the section "TERM OF AGREEMENT".

2.06 CONTRACT DISTRIBUTION

Each employee shall receive a copy of the agreement to be distributed by the Association. The employer shall supply an adequate number of copies for this purpose at least four (4) calendar days prior to ratification by the Association.
2.07 SEXUAL BIAS
Words used in the masculine form may be read to include the feminine; the feminine may be read to include the masculine.

2.08 PAYROLL
Upon ratification of the 2010-2013 Collective Bargaining Agreement all regular payments to professional employees will occur as follows:

Teachers shall be paid in either twenty-two (22) equal pays or twenty-six (26) equal biweekly pays for the 2011-2012 school year. In 2011-2012, for all teachers who select twenty-six (26) equal biweekly pays, those teachers shall actually be paid in twenty-seven (27) equal biweekly pays for the year. Effective in 2012-2013 and moving forward, all teachers shall be paid on a twenty-six (26) equal biweekly pay basis. Payment of wages shall be made via direct deposit.

ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

3.01 ASSOCIATION RELEASED TIME
The Association will be granted four (4) person-days of released time, at no cost to the Association, with approval of the administration. Up to five (5) additional days, at a cost to the Association of the minimum daily substitute rate, shall be granted with approval of the administration. Requests for this released time will be made to the administration at least two weeks in advance. The President, or his designee, shall be granted release time to meet with district administrators and/or association members who request assistance.

3.02 PARTICIPATION IN ORIENTATION PROGRAMS
During the district-wide faculty meeting prior to the beginning of the student year, an Association representative(s) will be granted thirty (30) minutes to address the faculty.

3.03 DUES DEDUCTION
A. The Board agrees to deduct dues for the Association and its affiliates, excluding PACE, for those members who authorize such deductions.

B. These deductions will be made in one of the three following ways:
   1. 8 pay periods beginning with first payroll in October.
2. Lump sum deduction on the first payroll in October.

3. Lump sum deduction in the last of the 8 pay period deductions.

C. In the event that a member terminates services with the Unionville-Chadds Ford School District prior to the total deductions having been made, the balance necessary to complete the total will be deducted from the member's final paycheck.

D. Payroll deduction authorization forms shall be provided, distributed and collected by the Association. The collected forms shall be given to the Business Office no later than ten (10) calendar days prior to the first pay in October.

E. The Association and its membership shall hold harmless the employer in the event of legal problems arising from dues deduction.

3.04 MAINTENANCE OF MEMBERSHIP

All employees who have joined the Association or who join the Association in the future must remain members for the duration of this agreement, provided that any employee, or employees, may resign from the Association during a period of fifteen (15) days prior to June 30 of each year. The Association shall announce specific dates for this period annually. The Association shall be solely responsible for enforcing item 3.04.

3.05 USE OF SCHOOL BUILDINGS AND EQUIPMENT

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings.

The Association shall have the right to use school facilities and equipment, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use or being held for valid reasons. Where necessary, requests shall be made for specially trained people to operate machinery on behalf of the Association.

3.06 USE OF MAIL FACILITIES, ELECTRONIC COMMUNICATIONS AND MAILBOXES

The Association shall have the right to use the inter-school mail facilities, electronic communications and school mailboxes.

3.07 USE OF BULLETIN BOARDS
Faculty room bulletin boards shall be at the disposal of the Association. The Association shall also be permitted to use bulletin board space in the main office of each building for Association notices.

3.08 NO REPRISALS CLAUSE

Effective the date of ratification there shall be no reprisals taken in the future by the School Board or the Association on account of any activity engaged in by either party during the course of these negotiations.

ARTICLE IV - EMPLOYEE RIGHTS

4.01 JUST CAUSE

No employee shall be reprimanded in writing, or reduced in rank or compensation, or dismissed without just cause.

4.02 NONDISCRIMINATION

The employer and the Association agree that there shall be no discrimination on the basis of race, religion, national origin, sex, age, sexual orientation, or domicile.

4.03 PERSONNEL FILE

An employee may review the contents of his personnel and building level file in the presence of the administrator who maintains that file. A copy of specific item(s) in that file will be provided to the employee upon written request to the administrator who maintains the file. This copy will be provided without cost to the district. Items may not be altered, added to, or removed from the file by the employee. A written response to any contents of his file may be directed to the Superintendent or administrator maintaining the file for inclusion in the file.

4.04 NOTIFICATION OF ASSIGNMENT

Prior to the close of the school year, the building principals shall inform each of his respective teachers of her tentative teaching assignment. The information shall include any changes from the normal work day as outlined in the faculty handbook and the number and type of subject preparations required by the tentative schedule.

4.05 EVALUATION OF STUDENTS
The employee shall determine the grades of students within established building practices. These practices shall be communicated, in writing, to employees at the beginning of each school year.

4.06 EMPLOYEE SAFETY

A. The Board and the Association recognize a mutual responsibility in the area of teacher protection as it relates to health and safety.

B. The Board shall give full legal support for any assault upon an employee and where the employee was acting properly in the discharge of that employee's duties within the scope of employment. The Association President shall be notified by the appropriate administrator (building or District) of any assault suffered by any employee.

C. Employees shall report cases of assault or injury suffered by them in connection with their employment to their building administrator as soon as possible. The building administrator shall immediately forward such notification to the Superintendent and the Association President.

D. When absences arise out of or from such assault or injury, the employee may use leaves as provided for in sections 7.01, 7.02, and 7.04 until Workers' Compensation payments are received. The use of any leaves provided for in the contract during the time period where payments are received from Workers' Compensation shall be at the discretion of the employee and in accordance to law. An employee may buy back any days used under sections 7.01, 7.02, or 7.04 during their absence by refunding the appropriate Workers' Compensation payment to the employer.

E. The Board shall have the right to have the employee examined periodically, at the Board's expense, by a physician appointed by the Board for the purpose of establishing the extent and approximate period of disability.

4.07 EMPLOYEE EVALUATION

If the employer makes any change from the evaluation system in place as of the 2007-08 school year, the employer will inform and provide in-service training to the professional staff prior to the implementation of the evaluation system. Evaluation systems or forms imposed on the district by state or federal agencies will be discussed with the Association prior to implementation. School Social Workers will be evaluated using the same method of evaluation for teachers.
All evaluations shall be performed only by properly certified persons, authorized to rate or evaluate by the School Code of 1949, as amended. Peer evaluation or observation shall not be solicited, received, or used by the employer in developing any type of evaluation. Employees in the bargaining unit shall not be required to participate in the evaluation(s) of other employees in the unit.

Any teacher rated unsatisfactory at the conclusion of any school year by the Superintendent or a member of his/her staff charged with supervisory responsibilities shall not receive any step level increase with respect to such school year. Such a teacher must be evaluated again by the end of the first semester of the subsequent school year and if the teacher receives a satisfactory rating on his/her next rating, the step level increases will be reinstated for the balance of the school year.

ARTICLE V - WORKING CONDITIONS

5.01 WORK YEAR

A. The regular work year for employees shall consist of 190 days. Due to Chapter 49 requirements, inductees in year one of the induction program shall work the equivalent of 193 days without additional compensation.

The work year will consist of 182 student days to include:

- One (1) day at the end of the first marking period divided into one-half day for instruction and one-half day for teacher clerical time,
- One (1) day at the end of the second marking period divided into one-half day for instruction and one-half day for teacher clerical time and
- One (1) day at the end of the third marking period divided into one-half day for instruction and one-half day for teacher clerical time.

The work year includes 8 professional days as follows:

- Five (5) professional development days to be directed and scheduled by the administration,
- One (1) in-service day prior to the first student day,
- One (1) teacher clerical day prior to the first student day, and
- One (1) teacher clerical day after the last student day.

Teacher clerical time is for the teacher to discharge professional responsibilities, as determined by the teacher.
B. The Association and the School Board both recognize that continual professional improvement is necessary to maintain the high standards of quality education in the Unionville-Chadds Ford Schools. Accordingly, the Board agrees to continue to provide funds for Professional Education Committee projects, subject to School Board approval.

C. Professional education programs shall not occur during the first two working days or during the last day of the work year, or at the end of any marking period, unless agreed to by the Association. When these activities extend beyond the work year, participation will be voluntary and any employee choosing to participate shall be paid his per diem rate. In addition, Professional Education projects will not be the sole criteria used for an unsatisfactory evaluation at the end of the year.

The Professional Education Committee shall consist of employee representatives from each building. The Association and the Building Principals shall jointly appoint the employee representatives. The Superintendent shall chair the Committee. Others may be invited to meetings at the discretion of the Committee.

D. Middle school and elementary teachers shall participate in two open houses per year. High School Teachers shall participate in one open house per year and one other event during the school year, selection of which is at the professional employee’s choice. The additional event may include, but is not limited to, a second open house, parent conferences, field trips, course selection presentations, orientations, award ceremonies, academic competition, music and drama performances, and art shows. Limitation on a professional employee’s ability to choose the additional event of their choice shall be based on guidelines established by the Administration limiting the number of employees who can participate in a specific event or if it is a requirements of the employee’s teaching assignment or supplemental assignment.

E. Involvement in school activities, beyond the professional day, (such as educational trips or department, grade, or team activities) are voluntary and not subject to per diem rates.

5.02 PROFESSIONAL DAY

A. Unless otherwise excused by the administration, employees shall be on duty in their respective buildings a maximum of eight (8) hours, ten (10) minutes on Mondays and seven (7) hours, ten (10) minutes Tuesday through Friday. This time includes a thirty (30) minute, duty-free, lunch period. One of the first two working Mondays of each month shall be for a building-wide faculty meeting while the other shall be for department/team/grade level meetings.
Subsequent working Mondays shall be for teachers to discharge professional responsibilities as coordinated with the building principal/supervisor. Such professional responsibilities shall include, but are not limited to, student assessments, portfolios, inter-disciplinary work and inter-building work. The Mondays immediately before and immediately after the end of the first semester shall be set aside as clerical time for elementary and middle school teachers.

B. It is the intent of the school board that each building principal shall endeavor to provide a minimum of 225 minutes of preparation time per week for each professional employee. There shall be one block of 30 minutes daily, unless agreed to by both the principal and teacher involved. (This shall not include time for passage to and from special area classes in the elementary schools.)

C. Whenever possible, building principals who need employees to be in the building before or after the school day, shall procure that help as follows:

1. Employees shall be asked on a voluntary basis to either come in early or stay late. In no case would their workday exceed that stated above.

2. If the building problem cannot be solved by volunteers, the building principal has the authority to assign adequate coverage. In no case would the workday exceed that stated above.

3. Development of alternative work schedules is not limited by this contract. Both the Association and the Administration will have to agree in writing before such schedules can be put into effect. In no case would the workday exceed the professional day defined above.

4. The professional day defined above may be exceeded in an emergency situation that threatens the safety of the students. Teachers will be assigned this coverage only after no volunteers have been found.

5.03 SUBSTITUTES

A. Substitutes shall be secured for absent employees. However, it is recognized that emergency situations do occur and it may be necessary for employees to substitute. The term emergency will not be used when arranging for substitute coverage for planned absences such as district and building committee meetings, professional conferences or meetings, or personal leave, or sports events (except for playoff contests).
B. If the district has tried but cannot obtain substitutes for planned absences, the following procedure shall be followed:

1. Substitutes already in the building shall be assigned to cover additional classes during their preparation time.

2. Teachers who are attending district or building level committees shall remain in class.

3. Teachers will be reassigned during their duty time.

4. Teachers may be assigned and will be compensated to cover classes during their preparation time. Teacher compensation shall be $40 per hour.

5.04 INDUCTION PROGRAM

A. During year one of the induction program, inductees will work one more day as required in Section 5.01. Participation in the induction program shall be the inductees 24 hours of professional/staff development for that work year. At least eleven (11) of these hours shall take place on the designated Induction and Staff Development days. Release time, not to exceed four (4) half-days (or equivalent time), during the work year will be provided for both the inductee and their mentor for meetings.

B. During year two and three of the induction program, inductees will work the regular work year as required in Section 5.01. Participation in the induction program shall be the inductees 18 hours of professional/staff development for that work year and all meetings shall take place within the work year (5.01) and work day (5.02) sections of this contract.

5.05 DISPENSING MEDICATION

The School District agrees to indemnify from any liability any bargaining unit member who administers medication or medical services to pupils according to School District policy. Parents shall sign hold-harmless waivers relating to this process.

ARTICLE VI - VACANCIES AND TRANSFERS

6.01 POSTING OF VACANCIES/CANDIDATE NOTIFICATION

A. When an employee vacancy occurs, or a new position is created, it shall be posted in each building, and on the district's email system. A bargaining unit vacancy, including supplementals but not homebound instruction, shall be posted for a minimum of ten (10)
consecutive calendar days excluding weekends and legal holidays before it is filled. Homebound
instruction shall be posted for a minimum of three (3) consecutive calendar days excluding
weekends and legal holidays before it is filled unless the teacher of the student is filling it. A
non-bargaining unit vacancy shall be posted for a minimum of three (3) consecutive calendar
days excluding weekends and legal holidays before it is filled. The required posting may be
waived if the Association agrees that the posting is unnecessary or disruptive.

B. When an employee vacancy occurs during the summer, an Association designee
shall be notified of the vacancy in writing. However, the posting periods in paragraph A may
begin when the Association designee has been verbally notified, and the position has been posted
on the district's email system, in order to expedite the hiring process.

6.02 TRANSFERS

A. Requests by an employee for transfer to a different class, building, or position
shall be made in writing to all principals involved, the Association President or his designee and
the Superintendent on a yearly basis. The letter shall set forth the reasons for the request, the
grade or position sought, and the employee's academic qualifications. The Superintendent's
office shall acknowledge receipt of such application in writing. All certified employees
requesting transfer to such a position will be interviewed.

B. If employees must be transferred between existing buildings, or grade levels, the
administration shall first ask for volunteers and review all requests as outlined in paragraph A
above. Involuntary transfers will be made only after a conference between the employee and the
Superintendent. During the conference the specific reason(s) for the transfer will be given and, if
requested, placed into writing within five (5) calendar days. The employee may, at his option,
have an Association representative present at such meeting. The employee will have the
opportunity to submit a written rebuttal within five (5) calendar days after receipt of the
Superintendent's statement. The Superintendent will consider the rebuttal and advise the
employee in writing of the final decision within five (5) calendar days after receipt of the
rebuttal. All involuntary transfers for the next school year shall be announced by June 1 of the
current school year.

C. Any employee transferred between buildings or relocated to a different classroom
shall, after discussion with the Superintendent, be paid for up to three (3) days as outlined in
Section 10.01B for the purpose of relocating from one area to another.

D. The District maintains the right to involuntarily transfer the School Social
Workers to any position for which they are qualified or certificated.
6.03 REDUCTION IN FORCE (RIF)

The following procedures will be applied during the furlough/recall process with respect to professional employees.

A. The professional employee with the least seniority in the certificated subject presently being taught will be furloughed. Seniority rights are determined on a district-wide basis.

B. If the professional employee is certificated in more than one subject, the employee's seniority may be determined in the subject in which he is more senior.

C. Any bumping resulting from a "RIF" will be limited to two such bumps per rifited position. The employee shall request the right to so bump within ten (10) days. In all cases certification areas will be used in the riffing process.

D. A furloughed professional employee who is enrolled in a college program at the time a vacancy occurs for which he is in line to be recalled will be given the option of delaying the return to service until the end of that semester.

E. A furloughed professional employee who refuses an offer of a regular position (not long-term substitute) loses recall rights.

F. Furloughed professional employees will be recalled inversely to their release, for both regular vacancies and temporary vacancies for which they are certificated.

G. A recalled employee shall be placed on the salary schedule step following the step at the time of furlough, unless furloughed and recalled during the same work year.

H. A furloughed employee must report his current address and telephone number and state the intent to accept a position when offered, to the Superintendent, prior to June 30 each year or lose all recall rights.

I. A furloughed employee shall be covered by the district's medical, dental and life insurance only at his own expense for a maximum of two years.
J. A separate seniority list will be kept for School Social Workers using the date of hire as listed in the school Board minutes. The seniority list will be used if a reduction in force becomes necessary under the provisions of the Pennsylvania School Code.

K. Social Workers who possess a valid PA teaching certificate will be offered an interview for any position for which they are qualified and apply.

ARTICLE VII - LEAVES

7.01 PERSONAL LEAVE

Three personal leave days per work year shall be granted each full-time employee (part-time employees and long-term substitutes to receive prorated portion to be rounded up if decimal fraction equals or exceeds .6 personal leave day - rounded down if below .6.) upon request within the conditions set forth below:

A. No more than ten (10) per cent of a building's employees will be granted such leave for any given day. In the event that school is closed, for reasons beyond the control of the Association, and it becomes necessary to make up the lost day(s) during the Thanksgiving, Christmas or Easter holiday, the ten (10) per cent limit may be exceeded (up to a 15% maximum), with administrative approval, in those cases where employees would lose a deposit which had been paid prior to the decision to make up the lost day(s). Numbers shall be rounded as above.

B. Personal leave days which are granted for the day before Thanksgiving, winter and spring holidays shall be requested at least ten (10) working days in advance. Requests for personal leave days other than these shall be made two (2) days in advance. Such request shall be submitted on a district-approved form. Emergency situations will be reviewed by the administration on a case-by-case basis.

C. No personal leave days shall be granted for the first five (5) working days or the last five (5) working days of the school work year and none shall be granted on any of the designated staff/professional development days. Emergency situations will be reviewed by the administration on a case-by-case basis.

D. Personal leave will be granted on a "first-come-first-served" basis as determined by the administration. No requests can be made prior to July 1 of a given school year.
E. Personal leave days may accumulate to a maximum of six (6). All unused personal leave days in any given year shall either be converted to sick days or carried forward (not split) subject to the maximum total of six (6). Unless the employee, before June 1, notifies the Business Office, in writing, all unused personal leave days will be converted to sick days.

7.02 SICK LEAVE

A. Sick leave shall be interpreted to apply to absences due to illness of the employee and/or the employee's spouse, child (ren), or parents. This shall not increase the number of sick leave days to which an employee is entitled (ten days per year).

B. Part-time employees and long-term substitutes are entitled to a prorated share of the ten days -- decimal fractions to be rounded up if equal or exceed .6 sick leave days, rounded down if below .6. Retroactive credit for long-term substitute sick leave days shall be granted if there has been no break in service.

C. Summer employees who work on a regularly scheduled basis in a professional capacity shall be eligible for two (2) sick days without loss of pay. The use of these sick days will not result in any reduction of the accumulated sick leave of the employee. Any unused balance of the sick leave days credited for that summer shall not be cumulative. In the event that these two (2) additional summer sick leave days have been used, the employee will be eligible for additional sick leave days by using on a prorated basis sick leave days credited to that employee from the previous year. Any pro ration charged against accumulated sick leave shall be one (1) full day for each day of absence if employed for three-and-one-half (3 1/2) hours or more per day during the summer and one-half (1/2) day if employed less than three-and-one-half (3 1/2) hours per day.

7.03 UNPAID LEAVES

A. Unpaid leaves are subject to the approval of the School Board. This includes child-rearing leaves, requested at the time of the associated disability leave, (emergency and exceptional cases excluded). The Superintendent will determine the date on which the employee shall return. The period of this leave shall not exceed one calendar year, plus additional time as to allow the leave to terminate at the beginning of a semester.

B. During unpaid leaves there will be no seniority accrual and eligible employees may participate in district insurance plans (at group rates) at their own expense.

C. Long-term substitutes shall not be eligible for unpaid leaves.
7.04 DISABILITY LEAVE

A. Disability leave, including maternity, shall be granted where the employee's physician verifies the employee's inability to work. The Board retains the right to have the school's physician review the case. Should these two physicians disagree, the opinion of a third mutually agreed on physician will be sought and his decision considered final.

B. If the employee's sick leave is exhausted during this leave, he shall receive the difference between his daily rate and the minimum daily substitute rate per day, for a maximum of 30 days per work year. Such disability days need not be used consecutively but may not exceed the 30 day total in any given work year. These days are not to be used as an extension of the employee's sick leave.

C. Long-term substitutes shall not be eligible for this leave.

7.05 MILITARY LEAVE

Employees shall be granted military leave with pay as prescribed by P.L. 677 (No. 255) (65 P.S. S 114).

7.06 SABBATICAL / PROFESSIONAL DEVELOPMENT / OCCUPATIONAL EXCHANGE LEAVES

These leaves shall comply with the applicable sections of the Pennsylvania School Code (as amended by Act 66 of 1996). When leaves in this section are granted for a half-year, the employee shall receive 5 sick leave days and 1 1/2 personal leave days for the half-year worked.

Forms for applying for these leaves can be found after the Appendix section of this contract.

7.07 BEREAVEMENT LEAVE

A. Whenever a professional or temporary professional employee is absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not to exceed three (3) working days. The superintendent may extend the period of absence with pay if exigencies of the case warrant. Members of the immediate family shall be defined as parent, parent-in-law, siblings, children, spouse, grandchild, grandparent, or any persons with whom the employee has made his home.
B. Whenever a professional or temporary professional employee is absent from duty because of a death of a near relative of said employee, there shall be no deduction in salary of said employee for an absence on the day of the funeral. The administration may extend the period of absence with pay if exigencies of the case warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

ARTICLE VIII - BASE SALARY SCHEDULE APPLICATION

8.01 STEP PLACEMENT

A. After initial entry onto the schedule, an employee who gets paid for 90 or more days shall proceed one full step each year until the maximum step has been reached. An employee who gets paid for 89 or less days shall remain on that step for the next school year. If an employee is on leave, other than those in sections 7.02 and 7.06, for a full year, the employee shall be placed on the salary step following the step at which he left.

B. Any substitute employee upon becoming a long-term substitute employee, as defined in this contract shall be paid retroactively to the first day of employment in that capacity. The salary for said employee shall be negotiated between that employee and the Superintendent. In no case can the salary be less than the "schedule base salary" in effect for that year.

C. For the 2010-2011 school year, employees will remain on the step they were on for the 2009-2010 school year. No prep level movement for any employees during the 2010-2011 school year.

D. For the 2011-2012 school year, employees will move one step from the previous step they were on during the 2010-2011 school year and shall receive prep level movement should the employee qualify for such movement. One percent (1%) shall be added to the value of each cell of the salary schedule.

E. For the 2012-2013 school year, employees will move one step from the previous step they were on during the 2011-2012 school year and shall receive prep level movement should the employee qualify for such movement. Three hundred dollars ($300.00) shall be added to the value of each cell of the salary schedule. Each employee shall receive a one time non PSERs qualifying off schedule bonus of $700.00.

8.02 MASTER’S EQUIVALENCY
The current practice of recognition of Master's Equivalency on the salary schedule shall continue during the term of this agreement, except as amended in Articles 8.03 and 9.06 (Preparation Level Placement and Tuition Reimbursement respectively).

8.03 PREPARATION LEVEL PLACEMENT

A. The preparation level of an employee shall be determined by the number of college credits and Pennsylvania Department of Education credits successfully completed as outlined in the chart below. Credits beyond a degree shall mean credits obtained after the degree has been earned. No retroactive credit will be accepted except in case of Professional Development Leave.

<table>
<thead>
<tr>
<th>Ending Date of Coursework</th>
<th>Evidence of Satisfactory Completion by August 31</th>
<th>Prep Level Payment by October 1</th>
<th>Full year at New Prep Level</th>
</tr>
</thead>
</table>

B. A grade of "B" or better or a "P" in a pass/fail course must be attained.

C. The Superintendent shall approve courses for this placement based on the following guidelines:

1. The course is approved by the Pennsylvania Department of Education or offered through an accredited college or university.

2. It is either in the employee’s subject area, the field of education, or it is relevant to the employee’s potential contribution to the education of children in this school district as determined by the Superintendent.

3. Credits taken beyond the Master’s + 45 prep level shall be from an accredited college or university or, courses that fulfill district initiatives as approved by the Superintendent.

Any employee who has a course rejected by the Superintendent shall have the right to appeal the decision to the UCFSD Board of Directors.

D. A Master's Equivalency earned by an employee hired on or after 4/1/90 shall be considered a terminal preparation level until or unless the employee earns a Master's degree.
E. Employees hired on or after 4/1/90 that already have a Master’s Equivalency will not be subject to Article 8.03, item D, if the equivalency was secured prior to 4/1/90.

F. All employees on staff prior to 4/1/90 shall be able to secure and advance beyond a Master’s Equivalency without earning a Master’s degree.

G. An employee will be given credit for a maximum of 12 (18 during a sabbatical) credits per year (Sept. 1 to Aug. 31) counted for preparation level shifts beyond the Master’s column. All credits accumulated beyond these maximums shall be used in future years.

H. The Board of School Directors and the Association entered into a Memorandum of Understanding in April 2011 which shall be read together with the Collective Bargaining Agreement and together both documents shall dictate the terms with respect to the Course Approval Process listed above in Section 8.03 A, B, and C. The Memorandum of Understanding shall be affixed to the Collective Bargaining Agreement as Appendix G.

8.04 TUITION REIMBURSEMENT

A. Tuition reimbursement in any fiscal year shall be made for any credits approved by the Pennsylvania Department of Education or through an accredited college or university and by the Superintendent as outlined in paragraph E below. Each employee shall be reimbursed in full for each credit taken to a maximum of $4,000.

B. During a Sabbatical Leave, the employee shall be reimbursed in full for each credit taken to a maximum of $6,000.

C. The Superintendent shall notify the employee of his decision within eleven working days of receiving the request for reimbursement. The intention to take courses shall be submitted to the Superintendent no later than 12 working days in advance of the first session of the class.

D. A grade of “B” or better or a “P” in a pass/fail course must be attained.

E. Although such course work need not lead to an advanced degree it shall be in either the employee’s subject area, the field of education or it shall be relevant to the employee's potential contribution to the education of children in this school district as determined by the Superintendent. Any employee who has a course rejected by the Superintendent shall be eligible to use the appeals process as outlined in 8.03 C.
F. No reimbursement shall be paid if credits were completed in a prior fiscal year without approval of the Superintendent. Evidence of satisfactory completion must be submitted within three (3) months after receipt of the transcript in order to be eligible for reimbursement, except in the case of sabbatical leave, when the submission date will be three (3) months after the date of return to work. The last meeting date of the course shall determine the fiscal year in which the reimbursement can be obtained.

G. Employees hired on or after 4/1/90 with an equivalency secured prior to 4/1/90 shall receive tuition reimbursement as outlined in 8.04 A & B without being in a degree program. Employees hired on or after 4/1/90 without an equivalency secured prior to 4/1/90 shall receive tuition reimbursement as outlined in 8.04 A & B for credits earned in a degree program. Once a Master's degree has been attained, the courses need not be in a degree program. Employees hired on or after 4/1/90 without an equivalency secured prior to 4/1/90 shall be reimbursed in full for each credit taken to a maximum of $1,500 during the life of this contract for credits earned outside a degree program.

H. Long term substitutes are ineligible.

8.05 MILITARY CREDIT

Credit on the salary schedule may be given for military service, but only at the time of initial employment as a temporary professional employee or professional employee:

- Up to 3 years of service: 1 year credit
- 3 to 4 years of service: 2 years credit
- More than 4 years of service: 3 years credit

8.06 SALARY SCHEDULE AND COMPUTATIONS

A. The parties agree that the salaries to be effected by this agreement are accurately reflected by the salary schedules in Appendix A, which are made part of this agreement, and that these schedules of salaries shall remain in force for the period of this agreement. School Social Workers will continue on the teacher salary schedule and will move as per the current Collective Bargaining Agreement.

B. The salary schedules in Appendix A, and the salaries as determined in the special salary computation section, are based on the work year as defined in Section 5.01. The parties agree that the Board may add additional professional development days in any school year for the term of this Agreement and that compensation for each such additional day shall be determined
by dividing the employee's salary as determined in this section by the work year as defined in Section 5.01. Involvement in such programs shall be on a voluntary basis.

**ARTICLE IX - BENEFITS**

9.01 ELIGIBILITY

A. Employees working the equivalent of a semester or more are entitled to full benefits except as specified in the Agreement. Any temporary professional or professional employee who works less than the equivalent of a semester will NOT be eligible for insurance benefits - e.g. medical, dental, vision, prescription, life, income protection. However, if said employee wishes to pay for his benefits, he may do so at group rates. The District will administer for all employees plans that meets the requirements of Section 125 of the Internal Revenue Code so that all contributions to health insurance and optional life insurance premiums will be made on a pre-tax basis.

B. Employees eligible for benefits may decline to have such benefits provided by the district. Before an employee is permitted to decline any benefit he must sign a waiver. The employer and the Association will not be held liable as a result for damages for declining this coverage. If the carrier allows for the benefit to be declined, the employee will be paid fifty percent (50%) of the single premium coverage for the year by the employer. Only those benefits indicated may be declined.

C. New employees hired, who qualify for benefits under this Agreement, will receive said benefits as soon as the employee has returned the completed forms provided by the district and the carrier confirms coverage.

D. Enrollment will be on an annual basis with changes permitted within thirty (30) days of a qualifying event. A qualifying event is a change in family status that affects coverage (i.e., marriage, death, divorce, birth or adoption, a change in a teacher’s or his/her spouse’s employment status causing a loss of health or dental coverage).

9.02 HOSPITALIZATION/MAJOR MEDICAL

The employer shall provide three (3) hospitalization and medical insurance coverage options for the employees under this Collective Bargaining Agreement: (1) the Keystone Direct Point of Service C2-F2-02; (2) the Personal Choice C4-F4-02; and (3) the Personal Choice 10/20/70. Employee contributions to the premiums of the above plans are as follows.
A. Keystone Direct POS C2-F2-02: 7.5% employee contribution to the overall premium cost of the coverage selected in 2011-2012 and 10% employee contribution to the overall premium cost of the coverage selected in 2012-2013.

B. Personal Choice C4-F4-02: 7.5% employee contribution to the overall premium cost of the coverage selected in 2011-2012 and 10% employee contribution to the overall premium cost of the coverage selected in 2012-2013.

C. In 2011-2012 and in 2012-2013, Employees may "buy-up" to the Personal Choice 10/20/70 by paying the difference in the monthly premium cost between the Keystone Direct POS C2-F2-02 plan and the PC 10/20/70 plan. This expense would be in addition to the employee premium contributions as listed above in subparagraph A.

D. A retiree may continue, at his own expense, these benefits, if the carrier permits, to age sixty-five.

E. This benefit may be declined, if allowed by the carrier.

9.03 DENTAL INSURANCE

A. Dental insurance coverage, equivalent to the United Concordia/Concordia Flex plus supplemental, three-part rider (100% prosthesis, 100% periodontics, 100% oral surgery) shall be provided by the employer for each employee and eligible dependents. Effective January 1, 2012, the annual maximum limit of coverage will be $2,000.00 per person. In addition, the Blue Shield Orthodontic Treatment Plan or an equivalent plan shall apply to all employees selecting dependent coverage. This Plan provides for the payment of 50% of the allowable cost as determined by the insurer for orthodontia to a maximum lifetime benefit of $1,000.00 for dependents up to age 19. The employee shall pay seven and one-half percent (7.5%) of the overall premium cost to these plans in 2011-2012 and ten percent (10%) of the overall premium cost to these plans in 2012-2013.

B. This benefit, in combination with Vision 9.03, may be declined if allowed by the carrier.

9.04 VISION CARE PLAN

A. The employer shall provide the Vision Benefits of America, or its equivalent, for each employee and eligible dependents. The employee shall pay seven and one-half percent (7.5%) of the overall premium cost of this plan in 2011-2012 and ten percent (10%) of the overall premium cost of this plan in 2012-2013.
B. This benefit, in combination with Dental 9.02, may be declined if the carrier permits.

9.05 PRESCRIPTION PLAN

A. The employer shall provide for each employee and eligible dependents the Blue Cross Prescription Formulary Drug Plan 10/30/50, or its equivalent. The employee shall pay seven and one-half percent (7.5%) of the overall premium cost for this plan in 2011-2012 and ten percent (10%) of the overall premium cost for this plan in 2012-2013. Employees who take maintenance prescription drugs must utilize the mail order program for each prescription.

B. A retiree may continue, at his own expense, these benefits, if the carrier permits, to age sixty-five.

C. This benefit may be declined if allowed by the carrier.

9.06 INCOME PROTECTION

A. An income protection plan shall be provided by the employer for each employee. Coverage shall be 66 2/3% of the insured employee’s monthly earnings (base salary) to a maximum of $3,500 per month for up to two (2) years for sickness or accident, with coverage beginning after the sixtieth (60th) day, or exhaustion of sick leave allowance, whichever is greater, (effective the date of ratification of this Agreement) as provided in the current policy between the U-CF School District and Madison National Life Insurance Co. (or its equivalent) except that a full two years of mental illness coverage will also be provided.

B. Long-term substitutes are ineligible.

9.07 LIFE INSURANCE

A. Term life insurance, including accidental death and dismemberment clauses, shall be provided by the employer for each employee. The amount of this insurance shall be for $25,000 and, if sufficient interest exists, each employee shall have the option to purchase an additional twenty-five thousand dollars ($25,000) worth of coverage at his own expense, subject to approval by the carrier. The employer shall select the policy.

B. Long term substitutes are ineligible.

9.08 MILEAGE REIMBURSEMENT
Each employee shall be reimbursed at the rate approved by the I.R.S. or at a lower rate if required by law for the use of his personal vehicle for school business or for traveling between school buildings which are more than one-half (1/2) mile apart. The travel between buildings applies to employees who are required to divide their professional day. The rate shall apply for the life of the contract.

9.09 SETTLEMENT OF CLAIMS

The settlement of insurance claims shall not be subject to the grievance procedure. In no case, and under no circumstances, shall the employer be required to pay a case settlement, or substitute a benefit of any kind, in lieu of insurance benefits. This item is not intended to relieve the employer of its obligation to provide insurance coverage as agreed upon in this contract.

9.10 FLEXIBLE SAVINGS (SECTION 125) ACCOUNTS

The district shall set up such an account, as per IRS regulations, for any employee so that money for payment of medical expenses, child/dependent care, etc. can be tax sheltered.

9.11 RETIREMENT/SEVERANCE PAY

A. If an employee retires from service and has served a minimum of ten (10) years in the Unionville-Chadds Ford School District a retirement payment shall be made equal to five tenths of one per cent (.005) times the number of years of full-time equivalent service in the Unionville-Chadds Ford School District, times the employee's highest base annual salary. In the event of death before this payment is made the payment shall be made to his beneficiary. The funds will be distributed as outlined in paragraph 9.10C.

B. If an employee resigns from service and has served a minimum of fifteen (15) years in the Unionville-Chadds Ford School District a severance payment shall be made equal to five tenths of one per cent (.005) times the number of years of full-time equivalent service in the Unionville-Chadds Ford School District, times the employee's highest base annual salary. The funds will be distributed as outlined in paragraph 9.10C.

C. The school district shall make a non-elective employer contribution to the employee's 403(b) retirement account. The employee shall receive no cash option. If the district's contribution causes the employee's account to exceed the section 415(c) contribution limitation for the year, then any excess over that limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to employee has been contributed as non-elective employer contributions.
ARTICLE X - SUPPLEMENTAL CONTRACTS

10.01 EXTRA WORK

A. Employees hired, or requested, to work by the administration for any reason beyond the work year in Section 5.01 and/or workday in Section 5.02 shall be paid at an hourly rate of $40.00 unless specified by another section of this contract. Such reasons would be, but not limited to, curriculum writing, IEP writing, changes due to transfers, in-service training, pre-hearing conferences, due process hearings, non labor-related mediation conferences, and/or other similar professional related responsibilities.

10.02 HOMEBOUND

Homebound instruction shall be paid at a rate set by the School Board, or $40 per hour, whichever is greater. Homebound instructors shall also be paid mileage as outlined in this contract.

10.03 SUPPLEMENTAL CONTRACTS

It is agreed that the Board has the right to authorize or not authorize these positions, and to select the individuals to fill these positions, annually. This applies to summer school and summer curriculum work, also. Any supplemental authorized by the board shall be offered to qualified district employees before it is offered to members of the general public. If an employee has received a satisfactory evaluation for the previous year he will be offered a contract to return to that position. When a supplemental contract is terminated, the administrator shall notify the employee concerned before the end of the school year, and shall inform him or her of the reasons for the termination.

Because of supervision issues supplemental holders may be permitted to begin their supplemental activities within 15 minutes of the end of the normal student day.

The existing practice of involving representatives of the Association to review items relating to supplemental positions in the school district will continue.

A. Compensation for supplemental contracts as shown in Appendix B is determined by using the following formula: Units x Category x Unit Value

B. Appendix B is determined as follows:

Page 24 of 44
1. Units: Time spent on the activity, time spent on supervision before and after the activity, travel time spent to and from away activities, and time spent attending meetings. While there may be some slight variation in these hours from year to year, or person-to-person, this represents the minimum time required for the supplemental activity.

2. Categories:

Employee as a Supervisor (1.0): A supplemental in this category are teacher-only activities. Student involvement is optional or minimal.

Employee as an Organizer (1.1): A supplemental in this category are teacher/student or teacher/teacher activities. Teacher serves as an advisor/organizer/monitor of the students/teachers and their activities.

Employee as an Instructor (1.21): A supplemental in this category are teacher/student activities. In addition to the advisor/organizer/monitor role, the teacher also serves as a coach/director of the students. The teacher selects which students will be involved in the activity and their amount of involvement.

C. Unit values for this contract are outlined in the table below:

<table>
<thead>
<tr>
<th>Level</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Level 1</td>
<td>$11.53</td>
</tr>
<tr>
<td>Level 2</td>
<td>$11.76</td>
</tr>
<tr>
<td>Level 3</td>
<td>$11.99</td>
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<tr>
<td>Level 4</td>
<td>$12.23</td>
</tr>
</tbody>
</table>

D. Level placement is determined by the years of service in the same supplemental area. The levels are defined by the chart below:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 through 3</td>
<td>1</td>
</tr>
<tr>
<td>4 through 6</td>
<td>2</td>
</tr>
<tr>
<td>7 through 9</td>
<td>3</td>
</tr>
<tr>
<td>10+</td>
<td>4</td>
</tr>
</tbody>
</table>
Supplemental holders who move to a position of greater authority or commitment in the same supplemental area will not be paid less than their compensation in their previous position.

E. Playoff Compensation.

1. Head coaches of sports teams will be paid $125 per week for each or any part of a week of playoffs beyond the league level in which their team or team member participates. In the event of an open playoff situation, the team or team member must advance beyond the opening round before this section is applicable.

2. When the head coach wants assistant (not ninth grade) coaches involved in the playoffs, the assistant will be paid $63 per week as in "B" above. This will only apply to sports where complete teams are involved in the playoffs.

F. No supplemental contracts shall be split up by more than two different individuals.

ARTICLE XI - GRIEVANCE PROCEDURE

A grievance is an alleged violation of the provisions of the collective bargaining agreement. Grievances may be initiated by an employee, a group of employees, or the Association.

After an informal meeting with Association representatives to try to resolve the issue the steps of the grievance procedure are as follows:

Step I - Grievances must be presented by the Association in writing on a form provided by the Association (see Appendix C) to the building principal or an appropriate administrative representative of the employer within twenty-one (21) calendar days after its occurrence.

The building principal or an appropriate representative of the employer shall reply to the grievance, in writing, within fourteen (14) calendar days after receipt of it.

Step II - If Step I fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred by the Association to the superintendent, or his/her designated alternate, on a form supplied by the Association, within seven (7) calendar days after receipt of the building principal's reply.
The Superintendent, or his/her designated alternate, shall reply to the grievance, in writing, within twenty-one (21) calendar days after its receipt.

Step III - If the action in Step II fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred by the Association to the Board of School Directors, in writing, within ten (10) calendar days after the aggrieved person or persons receives the decision of the Superintendent.

The Board or a committee of the Board shall reply, in writing, within fourteen (14) days of its receipt of the grievance.

Step IV - If Step III fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195 (1970) within fourteen (14) calendar days after receipt of the Board's reply.

UNIONVILLE-CHADDS FORD SCHOOL BOARD

BY: ________________________________
   School Board President

ATTEST: ________________________________
   School Board Secretary

DATED: ________________________________

UNIONVILLE-CHADDS EDUCATION ASSOCIATION

BY: ________________________________
   Association President

ATTEST: ________________________________
   Association Secretary

DATED: ________________________________
MEMORANDUM OF UNDERSTANDING BETWEEN UCFEA AND UCFSD

The following provisions are those referred to in Section 2.02 (Conditions of Agreement) in the Collective Bargaining Agreement. It is understood that none of these provisions can be changed without mutual agreement between the School Board and Association.

1. CONTRACT EXAMINATION

The employee designate shall be given time by the employer to read a copy of the current Bargaining Agreement before he signs his professional employee contract.

2. RIGHT TO INFORMATION

The employer shall continue to furnish to the Association information concerning the educational program, financial resources, personnel data, insurance data, minutes of Board meetings, and other information that would assist the Association in developing constructive programs on behalf of the professional employees and their students. The employer shall also supply information that may be necessary for the Association to process any grievance or complaint. Written requests for information shall be made to the Superintendent.

3. CONFERRING ON EDUCATIONAL AND POLICY MATTERS

The Board agrees that, whenever possible, the Association shall be advised of impending changes in Board and/or Administrative policy prior to adoption of such changes. Upon request, the Board shall provide the opportunity for a discussion of the Association viewpoint of the policy.

The Board agrees that a committee, composed of Board and Association representatives, shall meet at the request of either party to discuss recommendations submitted by Association members. This committee shall deal with matters affecting professional employees.

4. SAFE WORKING CONDITIONS

If an employee considers a condition to be unsafe or hazardous, the employee shall immediately notify his building principal. If the condition has not been corrected within a reasonable amount of time, the Superintendent shall be notified.

5. BOARD POLICY MANUAL

Copies of the latest revision of the Board Policy Manual shall be available as follows:
1. Each building shall have two (2) copies, one of which shall be kept in the school library.

2. The Association shall have one (1) copy.

6. CALENDAR DEVELOPMENT

The existing practice of involving representatives of the Association in the development of the school calendar will continue.

7. HEALTH CARE REFORM REOPENER

It is the intent of the parties that the Employer and the employees shall not be required to pay twice for health insurance coverage - once pursuant to the terms of this Agreement and again by operation of law. According, in the event that a federal or state law or regulations for health care services requires the employer or the employees to pay for the same, similar, or a portion of the benefits provided by this Agreement, or in the event the Employer or the employees are otherwise required to contribute additional costs for health care benefits by operation of law in excess of the cost of health care benefits set forth herein, the parties agree that the cost of such health care benefits, and/or the level of benefits, shall be subject to renegotiation. Such negotiations may be commenced upon the request of either the Employer or the Association by giving thirty (30) days' written notice to the other party and shall be for the sole purpose of negotiating a change in the provisions for health care benefits set forth in this Agreement as a result of the implementation of federal or state health care reform.

If within thirty (30) days of the receipt of such notice by either party, the parties have not reached a mutual written agreement regarding the allocation of health care costs and/or the level of benefits, either party may submit this matter directly to arbitration under the grievance provisions of this Agreement. The sole issue before the arbitrator in such case shall be the appropriate allocation of the cost of health care.

During the process of negotiation and arbitration of the health care issue all other provisions of this Agreement shall remain in effect without change.
## APPENDIX A – SALARY SCHEDULES

### 2010-2011 SALARY SCHEDULE

<table>
<thead>
<tr>
<th>STEP</th>
<th>BACH</th>
<th>B + 24</th>
<th>MAST</th>
<th>M + 15</th>
<th>M + 30</th>
<th>M + 45</th>
<th>M + 60</th>
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*Page 30 of 44*
## APPENDIX A - SALARY SCHEDULES

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### APPENDIX A – SALARY SCHEDULES

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# APPENDIX B - SUPPLEMENTAL POSITIONS

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DEPARTMENT CHAIRS $880 + $150 per person

SATURDAY INTRAMURALS $300
FALL WEIGHT ROOM $1,689
WINTER WEIGHT ROOM $1,689
SPRING WEIGHT ROOM $1,689
APPENDIX B

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$2,035 + $150 per person

$1,080

per inductee

per person per hour

per person per dance

$1,090

$40

$52
APPENDIX C - GRIEVANCE FORM

UNIONVILLE - CHADDS FORD EDUCATION ASSOCIATION

NAME: ________________________________

BUILDING: ____________________________

AREA OF CONTRACT VIOLATED (ARTICLES/SECTIONS):

NATURE OF GRIEVANCE (INCLUDE DATE OF OCCURRENCE & NAMES OF PEOPLE INVOLVED):

RELIEF SOUGHT:

SIGNATURE: ___________________________ DATE: _________________
OF ASSOCIATION REPRESENTATIVE
STEP I: RECEIVED BY ______________________ DATE: __________
(Building Principal or Representative)
RESPONSE OF BUILDING PRINCIPAL: __________________________________________

SIGNATURE: ______________________
RETURNED TO ASSOCIATION REPRESENTATIVE ____________________.
SIGNATURE: ______________________

STEP II: RECEIVED BY ______________________ DATE: __________
(Superintendent or Representative)
RESPONSE OF SUPERINTENDENT: __________________________________________

SIGNATURE: ______________________
RETURNED TO ASSOCIATION REPRESENTATIVE ON ____________________.
SIGNATURE: ______________________

STEP III: RECEIVED BY ______________________ DATE: __________
(Board President or Representative)
RESPONSE OF BOARD PRESIDENT: __________________________________________

SIGNATURE: ______________________
RETURNED TO ASSOCIATION REPRESENTATIVE ____________________.
SIGNATURE: ______________________
APPENDIX D – SABBATICAL LEAVE REQUEST FORM

Name: ___________________________ Position: ___________________________

Building: _______________________ Length of Leave (Dates, Year) ________________

Purpose of Leave: Restoration of Health

A request for the purpose of restoration of health shall be accompanied by a definitive statement of the nature of the health problem and the need for leave, all supplied by the attending physician. Prior to return to work, the employee’s physician shall submit a statement stating that the employee is able to return to employment, and a description of the current status of the health relative to the condition for which the leave was granted.

I have read the section of the School Board Policy 438 concerning sabbatical leave, and agree to all in terms and conditions.

______________________________
Employee Signature

______________________________
Date

SUPERINTENDENT’S RECOMMENDATION:

I recommend/do not recommend that the School Board approve the requested sabbatical leave.

______________________________
Signature, Date

HR 015
APPENDIX E - PROFESSIONAL DEVELOPMENT LEAVE REQUEST FORM

Name: ___________________________  Position: ___________________________

Building: ___________________________  Length of Leave (Dates, Year): ______________

PURPOSE OF LEAVE: Professional Development

Professional Development Leave shall be defined as a leave of absence granted for the purpose of improving professional competency or obtaining a professional certificate or commission. Such leave shall be directly related to an employee’s professional responsibilities, as determined by the Board, and be restricted to activities required by state regulation or law.

Required for Board Consideration:

   Narrative

     a. Overview - Provide a clear, concise overview of your experience, purpose and reason for the sabbatical. Specify the benefits of the leave to the employee and the district.
     b. Needs assessment – objectively address the specific situation, opportunity, problem, issue, or need the professional development leave will support
     c. Goals and objectives – describe the outcome of your professional development and the direct connection to the current or proposed district curriculum
     d. Methods – list the specific activities to be undertaken

Required after Board Approval:

   a. Course Approval – submit to the superintendent the list of courses to be taken prior to registration
   b. Official Transcripts – submit to the superintendent upon return from professional development leave within the first month
   c. Evaluation – upon return submit to the superintendent a formal report describing the educational activities pursued, their benefits and relevancy to the district and the employee upon return from professional development leave within the first month

Request form must be submitted to the Superintendent by the fifth working day of January of the school year preceding the school year of the requested leave. Documentation is to be attached, as per the provisions of School Board policy 438.1. (Copy attached)

I have read the section of School Board Policy concerning Professional Development leave, and agree to all its terms and conditions.

______________________________________________________________
Employee Signature, Date

SUPERINTENDENT’S RECOMMENDATION:
I recommend/do not recommend the School Board approve the requested Professional Development leave.

______________________________________________________________
Signature, Date

HR 016
APPENDIX F – OCCUPATIONAL EXCHANGE LEAVE FORM

Name: ___________________________ Position: ___________________________
Building: ________________________ Length of Leave (Dates, Year): ________________

PURPOSE OF LEAVE: Occupational Exchange

Applicants for classroom occupational exchange leave shall submit with the application form a statement from the employer agreeing to the terms and conditions of the leave as specified in Board policy.

Upon return from such leave, the employee shall submit to the Board a final report detailing the work experience and its benefits.

I have read the section of School Board Policy 438.1 concerning Occupational Exchange Leave, and agree to all its terms and conditions.

__________________________
Employee Signature, Date

SUPERINTENDENT’S RECOMMENDATION:
I recommend/do not recommend that the School Board approve the requested Occupational Exchange leave.

__________________________
Signature, Date

HR 017
APPENDIX G – MEMORANDUM OF UNDERSTANDING RE: COURSE APPROVAL ARBITRATION

See attached Memorandum of Understanding.
UNIONVILLE-CHADDS FORD SCHOOL DISTRICT
CHESTER COUNTY, PENNSYLVANIA

MEMORANDUM OF UNDERSTANDING
RE: COURSE APPROVAL ARBITRATION

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as the "MOU") is entered into by and between the UNIONVILLE-CHADDS FORD SCHOOL DISTRICT, ("EMPLOYER" or "DISTRICT"), and UNIONVILLE-CHADDS FORD EDUCATION ASSOCIATION, the exclusive bargaining representative for all professional personnel of EMPLOYER ("ASSOCIATION").

WHEREAS, the District is a Pennsylvania Public School District located within the Chester County Intermediate Unit with its offices located at 740 Unionville Road, Kennett Square, Pennsylvania 19348;

WHEREAS, District and Association were parties to a Collective Bargaining Agreement for July 1, 2003 to June 30, 2008 ("AGREEMENT");

WHEREAS, the Agreement was extended for one year, July 1, 2008 to June 30, 2009;

WHEREAS, the Agreement was extended for one year, July 1, 2009 to June 30, 2010, which currently is in status quo under Act 195;

WHEREAS, District and Association are currently negotiating a successor contract;

WHEREAS, in or about November 2009, Association filed a grievance claiming the District issued an October 23, 2009 Memorandum regarding course approval process in violation of the 2009-2010 Collective Bargaining Agreement.

WHEREAS, in or about April 2010, six (6) members of the Association filed a grievance concerning coursework and course approval;
WHEREAS, in or about September 2010, the parties agreed that the seven (7) grievances proceed to arbitration;

WHEREAS, an arbitration hearing was scheduled before Arbitrator Margaret Brogan for April 6, 2011;

WHEREAS, in April 11, 2011, following Association execution and School Board vote, the District and Association reached a mutually agreeable resolution of the seven (7) grievances as follows:

1. As a result of the process and procedures listed below, upon execution of this Memorandum of Understanding by both parties, the Association shall within ten (10) business days notify Arbitrator Margaret Brogan of its intention to withdraw the current grievances before her.

2. As part of the course approval provision in Section 8.03 C and Section 804 E of the 2009-2010 Agreement, course approval will be reserved for accredited colleges and universities offering on-site or online interactive instruction. To be eligible for District approval for courses requested, the courses must be accorded full graduate credit from the sponsoring college or university.

3. Exceptions to paragraph 1 above, shall include:
   a. After a staff member reaches Masters prep level, the District will automatically approve twelve (12) credits in Applied Technology.
   b. Qualified Act 48 credit in accordance with State law.
   c. Professional Development Leave consistent with School Board Policy 438.1.
4. Section 8.03 B. of the Agreement shall be modified to read:
   "A grade of "B" or better or a "P" in a pass/fail course must be attained."

5. Section 8.04 D. of the Agreement shall be modified to read:
   "A grade of "B" or better or a "P" in a pass/fail course must be attained."

6. The information included in paragraphs 2 and 3 shall supplant the October 23, 2009 Memorandum issued by the District. The procedure for application process as delineated in the October 23, 2009 Memorandum shall continue in place. The District will issue a new communication to all professional employees regarding procedure for application which shall mirror the procedure for application in the October 23rd Memorandum.

7. All language changes regarding prep level movement and/or tuition reimbursement under Section 8.03 and 8.04 of the 2009-10 Collective Bargaining Agreement currently being proposed by either party at the bargaining table shall be removed as a bargainable issue for the current negotiations concerning the successor contract to the 2009-2010 contract.

8. All six (6) Grievants will have the opportunity to take the previously denied courses.

9. Sunset for this MOU shall be on June 30, 2013, or the date on which a successor contract expires, whichever is earlier. In the event this MOU expires during the life of a successor Collective Bargaining Agreement, a Joint Labor Management Committee shall be formed. The Committee will be made up of two (2) District representatives and two (2) Association representatives. The Committee shall convene no later than six months prior to June
30, 2013, to prepare recommendations for the course approval process prospectively following the sunset of this MOU. The Committee's recommendations must be approved by both parties. In the event an agreement cannot be reached regarding changes to the prep level movement / tuition reimbursement process by June 30, 2013, the language in the 2009-2010 contract and this Memorandum shall remain controlling.

8. To the extent not mentioned specifically herein, all provisions of the 2009-2010 Collective Bargaining Agreement relating to prep level movement and tuition reimbursement in Section 8.03 and 8.04 shall remain undisturbed through June 30, 2013, or the expiration of a successor Collective Bargaining Agreement, whichever occurs earlier.

UNIONVILLE-CHADDS FORD SCHOOL DISTRICT

Dated: 4/11/2011

BY: [Signature]

Board President

UNIONVILLE-CHADDS FORD EDUCATION ASSOCIATION

Dated: 4/11/2011

BY: [Signature]

Association President