KENNETT CONSOLIDATED SCHOOL DISTRICT
Kennett Square, Pennsylvania 19348

COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE KENNETT CONSOLIDATED SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS
AND
THE KENNETT EDUCATION ASSOCIATION
FOR SCHOOL YEARS – July 1, 2008 to June 30, 2012

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ARTICLE I - AGREEMENT

1.01 Parties to the Agreement

This Agreement is made and entered into by and between the Kennett Consolidated School District Board of School Directors, who shall hereinafter be referred to as the Board, and the Kennett Education Association, who shall hereinafter be referred to as the Association.

1.02 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 or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

It is further agreed that within fifteen (15) days after the Board meeting following receipt of notification of the Court's actions, negotiations shall commence, during which a new Agreement on such matters may be reached.

All understandings and agreements reached under this procedure shall be reduced to writing, signed by each party, and made a part of this Agreement.

1.03 Statutory Savings

Nothing contained herein shall be construed to deny or restrict any employee such rights as may exist under the Public School Code of 1949, as amended, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided by law.

1.04 Individual Contracts

Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

ARTICLE II - RECOGNITION

2.01 Recognition

The Board recognizes the Kennett Education Association as the exclusive representative for employees with respect to wages, hours, and other terms and conditions of employment. The bargaining unit, as defined by the Pennsylvania Labor Relations Board (PERA No. R-127-E) and in compliance with Public Employee Relations Act, Act 195 of 1970, as amended (herein “PERA”), shall comprise all teachers, home and school visitors, school counselors and psychologists, school librarians, and school nurses.

"Employee" shall mean any member of the bargaining unit.

ARTICLE III - TERM OF THE AGREEMENT

3.01 Term of the Agreement

The term of the Agreement shall begin July 1, 2008, unless otherwise indicated herein, and continue in full force and effect until June 30, 2012, or until such later date as the parties may agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement signed by both parties.

3.02 Common Concerns

The Association President and KEA designee will meet on a regularly scheduled basis, at least once per month, with the District Superintendent to discuss any issues of concern to either party and to encourage communication between the Association, the Administration, and the Board.

Any discussions at such meetings shall not waive the Association's right to negotiate any matters discussed. Written agreements reached under Common Concerns shall be binding on the parties.

ARTICLE IV - PROFESSIONAL COMPENSATION

4.01 Salary Provision

A. There will be a single salary schedule for each of the school years 2008-2009 through and including 2011-2012. These are set forth in Appendix A. The salary schedule will consist of seven (7) columns relating to educational

qualifications that shall hereinafter be referred to as credit interval and steps as set forth in the salary schedules (depending on the year) which do not necessarily relate to years of teaching service.

B. An employee who has reached the final step on the salary schedule will remain on the final step.

C. Employees who meet the requirements of 4.02 Adjustment Requirements will advance on the salary schedule for each year of service pursuant to this Agreement as delineated in Appendix A – Salary Schedule Advancement.

D. Employees hired on or after July 1, 1999 will only be entitled to advance to step 6 of the bachelor's degree column.

E. Employees hired on or after July 1, 1999 will only be entitled to advance to step 8 of the bachelor's degree plus 24 column.

F. Employees hired prior to July 1, 1999 will not be subject to the foregoing limitations as set forth in Subparagraphs D and E.

G. Employees must possess an earned master's degree to move beyond the master's column. Those employees with a master's equivalency or a letter of equivalency for pay purposes may proceed to the master's column only.

H. The District Superintendent, with the concurrence of the Board, shall determine the credit interval and step placement for new employees. Prior teaching experience in other Pennsylvania public school districts or public school districts in other states, or other creditable experience, can be used to place new employees on higher steps within the salary schedule, providing that no new employee will be placed at a higher step than that of a current employee with the same degree, credit interval, and creditable experience.

I. Salaries are based on a workday of seven hours and fifteen minutes (7 hours 15 minutes), which includes a 30-minute duty-free lunch period. One additional hour of work will be added each Monday (8 hours, 15 minutes) throughout the school year to be used by each building administrator in the following manner: 1) as a monthly faculty meeting; 2) to convene two regular monthly meetings among all teachers of the same grade, team, or department; and 3) to provide teachers one hour of individual time every month to develop processes for improvement of classroom instruction and student achievement.

   The work year will consist of one hundred eighty-two student days (182) and eight (8) professional days for a total of 190 workdays. One (1) of the eight (8) professional days will be a flexible in-service day.

J. To be eligible for changes to an employee's credit interval on the salary schedule, courses must be approved in advance by the Superintendent.

Post Master's degree courses may be approved for tuition reimbursement and advancement on the salary schedule provided they demonstrate relevance to the curriculum and instructional goals of the District. Post Master's degree courses will only be approved if they are earned at an accredited college or university, be of semester length or equivalent, be acceptable for credit by a college or university in its Master's or Doctorate program, and be taught by the faculty of the college or university. Courses taken through an Intermediate Unit will be eligible for tuition reimbursement. Online, weekend, or correspondence courses will be considered on a case-by-case basis. Travel and video courses are excluded and will not be approved. Responsibility to notify the District Office when higher degree or credit levels are attained rests with the employee.

1. Grades of A, B, or C, or equivalent, must be earned for additional credits to be eligible for changes in credit interval.

2. Employees who reach a new credit interval after the beginning of the school year will be moved to the new credit interval after an official transcript is provided to the District. Salary shall be prorated as of the day the transcript is received.

3. Credit interval increases beyond the Master's degree are applicable only to those graduate credits earned after the Master's degree has been earned.

K. There shall be no retroactive salary adjustments to the new rate.

L. The parties to this Agreement accept the salary schedules, as shown in Appendix A, as the schedules that shall remain in force for the life of this Agreement.

In the event that the term of this Agreement shall be extended as provided in Article 3.01, and in the event that mutually agreed changes result as a condition of such extension, then a revised Appendix A shall be executed by both parties and made part of this Agreement.

M. Payroll will be distributed during the term of this agreement as follows –

2008-2009 – 26 bi-weekly pay dates (provided, however, that an employee may irrevocably elect in writing to the date upon which the employee begins providing services for the 2008-2009 school year to receive 22 bi-weekly pay dates starting with the beginning of the school year);

2009-2010 – 27 bi-weekly pay dates

2010-2011 – 26 bi-weekly pay dates

2011-2012 – 26 bi-weekly pay dates

4.02 Adjustment Provision

A. For the term of this Agreement, each employee who works or is on a paid leave status for one hundred (100) days during the school year shall advance salary schedule steps per the Appendix A – Salary Schedule Advancement at the beginning of the following school year.

B. Employees who do not work the required one hundred (100) days, if applicable, in any given school year shall not be given step credit for that year.

4.03 Supplemental Contracts

The base salary of an employee is intended to compensate the employee for all professional services rendered, including some services performed outside regular school hours. However, some employees are asked to assume a responsibility that (in terms of time and other factors) is well beyond the norm. Appendix B, Supplemental Contracts and Salaries, defines the assignments that fall in these categories.

A. The Board authorizes the District Superintendent to prepare one-year supplemental contracts for each assignment listed in Appendix B.

B. Supplemental contracts will be for a one-year period, renewable contingent upon the quality of performance as determined by the Administration with the concurrence of the Board.

C. All activities for which supplemental contracts are issued will be under the direct supervision of the Administration.

D. An assistant coach accepting a varsity coaching position in the same sport shall be placed on a mutually agreed upon level in the Supplemental Salary Schedule without a reduction in salary.

E. Clearance for the payment of checks for supplemental contracts will be given by the Administration. Clearance must be given at least ten (10) days prior to pay date if checks are to be issued in accordance with the established schedule. Checks will be issued only when the business office has been informed that all contract obligations have been performed.

F. The Board will pay off supplemental contracts within three (3) weeks of the completion of such contracts, except as otherwise provided within this Article.

G. Employees involved in activities that cover an entire school year will receive one-half payment in mid-December and the balance in mid-June.

H. Compensation for Department Chairpersons, and Team Leaders will be paid in equal installments with their regular salary checks throughout the year.

I. The total point value for a supplemental contract created after the finalization of this Agreement will be determined by the Director of Human Resources, principal of the building involved, and two representatives of the Association, making a recommendation to the Administration and Association for discussion at Common Concerns. Final authorization comes from the Board.

J. The dollar value for each supplemental position is determined by multiplying the point value for each position by the dollar value of Level 4 times the percentage factor for the employee's assigned level.

Level 1 = 76% of Level 4
Level 2 = 84% of Level 4
Level 3 = 92% of Level 4
Level 10 = 110% of Level 4

Level 10 is the maximum salary for a supplemental contract and is obtained in the 10th year of Kennett Consolidated School District experience in the particular supplemental area.

The Level 4 dollar value for school year 2008-2009 will be $57; for 2009-2010 will be $57; for 2010-2011 will be $57; for 2011-2012 will be $60.

An employee who held a supplemental contract during previous contract agreements and continues to hold the same contract during the term of this Agreement will not have a reduction in supplemental contract compensation for the agreement in question.

K. Additional compensation per event beyond the regular season shall be as follows: $250 for varsity coaches and $160 for varsity assistant coaches. An event is defined as District, Regional, and State playoffs, with each level being described as an event.

L. Vacancies for coaching positions shall be advertised to all employees and the public.

M. The Administration shall notify holders of supplemental contracts of intent to renew by March 1st if the contract concludes by the end of the first semester; otherwise, notification will be given by the end of the second semester.

4.04 Summer School, Adult Education, Curriculum Work, Committee Work, Detention Supervision, Special Projects, and Homebound Instruction Salaries

Salaries for the subject programs, operated solely by the School District during the 2008-2009 and 2009-2010 school years, shall be paid at the rate of $35.00 an hour, and during the 2010-2011 and 2011-2012 school years at $38.00 an hour. Participation in these programs shall be voluntary.

All positions in these programs shall be opened to all qualified employees before they are opened to persons outside the bargaining unit.

For the purposes of this provision, special projects is defined to be a specified duty, approved by the Superintendent of Schools, that is needed at the school or District level, that goes beyond the typical professional responsibilities of the employee. Examples of special projects may include, but shall not be limited to, summer guidance services for scheduling and counseling or grant writing. The District Administration shall provide notification of available special projects to employees, as well as periodic updates to the President of the Association regarding those employees who volunteered for or were assigned special projects pursuant to this contract provision.

ARTICLE V - INSURANCE BENEFITS

5.01 Medical, Dental, Vision, and Prescription Drug Insurance

Full-time Temporary Professional Employees and Professional Employees are entitled to full benefits through group plans contracted by the School District.

All benefits in this section shall be restricted to the employee and the employee's spouse and dependent children.

No employee shall be entitled to premium payments by the Board that would result in duplication of coverage to the employee, the employee's spouse, or the employee's children.

A. Plans Offered by the District.

Effective July 1, 2008, and each year thereafter, the Board agrees to contract with Independence Blue Cross/Blue Shield to provide Personal Choice Option 5 and Personal Choice Option 10/20/70.

The Health Benefit Plans outlined in this section shall be collectively referred to as "Health Benefit Plans" of the District.

B. Allocation of Health Benefit Premiums During the Term of the Contract

1. The Board will contribute 90% of the premium toward Personal Choice 10/20/70. Employees will contribute 10% toward the premium for Personal Choice 10/20/70. This includes employee and eligible dependent coverage.

2. The Board contribution to the Personal Choice 5 premium will equal that of the Board's contribution to Personal Choice 10/20/70. Employees will contribute the differential cost between the Board's contribution to Personal Choice 10/20/70 and the premium for Personal Choice 5. This includes employee and eligible dependent coverage.

C. Prescription Drug Plan

Effective July 1, 2008 and each year thereafter, the Board agrees to provide a Prescription Drug Plan that shall provide for a generic and non-generic/name brand co-payment for the Health Benefits Plan elected as follows:

Generic	Non-Generic/Name Brand
$10	$20

The prescription co-payment will be applicable for dispensing a 34-day maximum supply or 100 pills, whichever is less. A mandatory mail order program for maintenance prescription drugs will require two co-payments for a three-month supply.

D. Dental and Vision Plans

During the term of this contract, the Board will contribute 100% of the premiums for the Dental and Vision Plans.

E. Mandatory Payroll Deductions

Employee contributions will be deducted through mandatory payroll deductions.

F. Employees' Right to Select Health Benefit Plan

Employees, if they are husband and wife employed by the District, shall continue to have the right to elect coverage in accordance with the practice of the School District in existence as of the time of entry into this Collective Bargaining Agreement. Such employees shall receive husband and wife coverage and will not be entitled to receive two single coverage's.

G. Sponsorship of an Internal Revenue Section 125 Flexible Benefits/Cafeteria Plan

1. As a method to permit employees to pay for their share of Health Benefit Plan premiums (and other eligible premiums) through pre-federal income tax or after-federal income tax contributions and to create an incentive for the effective utilization by employees of Health Benefit Plan options available to them by the Board or otherwise, the Board agrees to continue to sponsor an Internal Revenue Code Section 125 Flexible Benefits Cafeteria Plan, which will be the sole method through which an employee will have access to the benefits provided under the Health Benefit Plan sponsored by the District. This sponsorship is contingent upon the same being permitted pursuant to law.

2. Under the Section 125 Cafeteria Plan, the employee shall, prior to the period of time designated by the Board as the "Plan Year," as required by IRS Treasury regulations, in addition to the option of selecting coverage under a Health Benefit Plan for the upcoming Plan Year, also shall have the option to elect not to be covered under any Board sponsored Health Benefit Plan for the Plan Year. Any employee who waives all coverage available to the employee, the employee's spouse, and all dependent(s), or if the employee does not have a spouse and dependent(s), then the employee, for the Plan Year, shall be eligible to receive a cash bonus equal to one of the following percentages of the applicable annual medical premium rate for the Personal Choice 10/20/70 Plan. The percentage applicable to an Employee shall be the percentage assigned to the type of coverage in existence for the employee before the waiver (i.e., employee only, Head of household, husband and wife, or family) and, if no coverage, then the "employee only" percentages shall be used:

Employee only	20% per year
Head of household and dependents	20% per year
Husband and Wife	20% per year
Family	20% per year

3. Any employee who has so waived coverage and received a cash bonus and (i) is permitted under the terms of the Section 125 Plan to revoke the employee's waiver for the remainder of the Plan Year or (ii) is no longer working for the District until the end of the Plan Year for which coverage has been waived, agrees, if the bonus has been paid for a period when coverage is in place or post-termination of employment, to reimburse the Board (and be deemed to have authorized the payroll withholding therefore) for an amount equal to the number of days left in the Plan Year on the date of revocation or termination divided by the total working days in the school year times the cash bonus payment. The Board may elect the payment schedule providing for the payment of

a cash bonus on or before the last pay in June.

H. State-wide Health Insurance Program

In the event that a statewide health insurance program is approved by the Commonwealth of Pennsylvania for its school employees, both parties agree to meet and discuss adoption of the program for the school district.

5.02 Life Insurance

The Board will provide life and accidental death and dismemberment term group life insurance and pay the premium for full-time employees (six [6] hours or more per day) in an amount of $35,000. Employees may purchase additional coverage amounting to $10,000 with the premium being paid totally by the employee. Rates and insurance company requirements for participation will prevail.

5.03 Eligibility of Retirees for Group Health Insurance

The Board shall pay up to $2,000 per year toward the group health insurance premium (medical and prescription coverage only) for employees who retire from employment under the provisions of the Pennsylvania State Public School Employees' Retirement System and are at least fifty (50) years old with ten (10) or more years of service in the Kennett Consolidated School District. The balance of any premium due shall be borne by the former employee. This shall apply until the former employee reaches the age of sixty-five. Dependents of such former employees may also be included at the employee's expense and the selection of insurance plans shall be in accordance with Pennsylvania law.

5.04 Income Protection Insurance

The Board shall provide to full-time employees (six [6] hours or more per day) an Income Protection Insurance Plan. The plan will provide for two/thirds (2/3) of employee's salary for a two (2) year period after a sixty (60) day waiting period, with a maximum payment of $3,000 per month.

ARTICLE VI - OTHER BENEFITS

6.01 Tuition Reimbursement - Earned Credits

Employees are to be reimbursed for tuition costs subject to the following criteria:

A. Courses must be approved in advance by the District Superintendent. Dollar values per credit (see paragraph E) will be determined at this time.

B. The Board will not reimburse an employee for credits earned under a tuition scholarship, tuition subsidy, or government grant that provides for the payment or reimbursement of tuition.

C. Reimbursement for credits earned in June, July, and August will be contingent upon the employee's return to the Kennett Consolidated School District and completion of the following school semester.

D. Employees will be reimbursed for tuition costs for courses in which a grade of A, B, or equivalent is earned. The per credit cost is not to include any fees or expenses other than tuition.

E. Reimbursement for tuition for courses that begin after September 1, 2008, shall be reimbursed as follows*:*

YEAR	IN AREA	OUT OF AREA
2008-2009	$390	$200
2009-2010	$410	$200
2010-2011	$420	$200
2011-2012	$430	$200

F. Reimbursement for an annual maximum of 15 credits per year (with a limit of six (6) credits per KCSD fall semester and six (6) credits per KCSD spring semester and nine (9) credits obtained during the summer vacation period to equal the 15 credit per year maximum) will be paid one (1) month after documentation is submitted, approved and placed on the next Board agenda bill list. For the purpose of this agreement, “credits obtained during the summer vacation period” includes credits earned for any course which occurs during the summer months, including those courses which begin in May but end in June.

G. Although not eligible for reimbursement, credit for placement within the salary schedules will be given for courses taken with an earned grade of C.

H. Employees on a full, school year (July through June) professional development leave shall be eligible for reimbursement at current rates for an unlimited number of credits, provided the above guidelines are followed. These employees shall be obligated to return to the Kennett Consolidated School District for no less than one full year or shall be required to reimburse the District for excess payments allowed over twelve (12) credits.

I. Employees on a full school year (July through June) professional development leave and enrolled in a full-time Doctoral program shall be

eligible for reimbursement at current rates for an unlimited number of credits, provided the above guidelines are followed. These employees shall be obligated to return to the Kennett Consolidated School District for no less than three full years. Upon receipt of the Doctoral degree, the Board will pay the individual the balance of their annual salary for the year in which they were on sabbatical or professional development leave.

6.02 Retirement Bonus

A. The retirement bonus is to consist of a sum of money determined by multiplying the retiree's years of service at Kennett, including military service, times $200. An employee shall be considered having earned, for prior years' service, the sum of money calculated by the above formula upon submission and acceptance of his/her resignation. If death of the employee who has given notice occurs in the last year of employment, monies earned but not paid will be due with the final settlement of regular salary earned but not paid.

B. Eligibility for retirement bonus is to be determined as follows: "Retirement" shall mean discontinuing employment in Pennsylvania Public Schools under eligibility conditions set forth by the Public School Employees' Retirement Board and the concurrent application to said Board for retirement allowances.

C. Administration of Retirement Bonus: Retirement bonus is not subject to retirement premium withholding and does not affect retirement allowances. The retirement bonus will be paid to the employee or beneficiary upon retirement.

6.03 Annuity Plan Deductions

The Board shall provide Annuity Plan deductions for all eligible employees interested in this type of program.

6.04 Credit Union Deduction

The Board shall provide for credit union deductions.

6.05 Early Retirement Incentive

In the event that the Board were to consider the implementation of an early retirement incentive during the term of this Collective Bargaining Agreement, the Board hereby acknowledges that the implementation of an early retirement incentive is a mandatory subject of bargaining and that should the Board desire

to implement such an early retirement incentive it would negotiate the implementation of the same with the Kennett Education Association.

ARTICLE VII - LEAVES OF ABSENCE

7.01 Personal Leave Days

A. Full-time employees (six [6] hours or more per day) are provided with personal leave of two (2) days per year.

B. Employees may carry over unused personal days, but only to the extent that these days plus allowable days the following year amount to a maximum of six (6) days and that no employee may use more than five (5) consecutive school days at any one time.

C. In addition to the above-listed personal days, employees in their twentieth year and each year thereafter of teaching service (including military service) in the public schools shall be granted one (1) additional day of personal leave in their twentieth year and each year thereafter. This additional day (hereinafter known as “Twenty-Year Day”) shall not be cumulative.

1. At the discretion of the principal, no more than 8% of the teaching population in the school building may be absent for a personal day on any particular day for the balance of the term of the Collective Bargaining Agreement. The 8% figure shall be rounded to the nearest whole number.

2. Personal days will not be granted on the day before a holiday or the day after a holiday if the pupils are in attendance. Holidays refer to Thanksgiving, winter and spring recesses. The use of a Twenty-Year Day is permissible before and after these holidays listed.

3. All days of absence other than the specified personal leave days and days granted by the School Laws of Pennsylvania or specified by school policy will result in deduction from the employee's salary calculated by determination of the employee's per diem rate of pay times the number of days absent.

D. Accumulated time beyond six (6) days will be converted to sick leave days.

7.02 Childrearing Leave

A. Unpaid childrearing leaves will be granted not to exceed one (1) year for the birth of a child, or the adoption of a child. Employees desiring childrearing leave will notify the Superintendent of the beginning and ending dates of such leave at least forty-five (45) days prior to the beginning date of such leave. If, due to unforeseen circumstances, the employee wishes to return prior to the date originally specified, the employee must notify the Superintendent in writing at least forty-five (45) days prior to the return date requested, unless the forty-fifth (45^{th}) calendar day period is waived by the Superintendent.

B. Employees, at the termination of childrearing leave, shall have the right to return to the same position held before going on leave, or to an equivalent position for which they are qualified.

C. If a return date at the end of one year occurs after the start of a marking period, the employee shall be entitled to extend the childrearing leave to the beginning of the next marking period.

D. Employees, at the termination of childrearing leave, shall retain all seniority and pension rights.

E. Employees who are disabled due to pregnancy may utilize their accumulated sick leave, personal leave, and/or disability insurance during the period of disability. In such cases, childrearing leave, if requested in accordance within provisions, will begin upon the expiration of the disability.

F. To the extent that there is a conflict between the childrearing leave provisions in this contract and the provisions set forth under the Family and Medical Leave Act, the provisions set forth in this contract shall prevail, unless prohibited by law.

ARTICLE VIII - ASSOCIATION RIGHTS

8.01 Association Business

A. The Association President or designated representative shall be granted paid leave for a maximum of eighteen (18) days. Nine (9) days will be at District expense for the substitute and nine (9) days will be at the Association's expense for the substitute. If the Association becomes eligible for additional delegates to the Pennsylvania State Education Associates House of Delegates, six (6) additional days, with three (3) at the District expense for the substitute and three (3) at the Association's expense for the substitute, shall be allowed for each additional delegate.

B. While utilizing such leave as released time, Employees shall suffer no loss in salary, benefits, or seniority.

8.02 Payroll Deductions

KEA, PSEA, and NEA membership dues may be deducted annually from payroll subject to the following conditions:

A. That under no circumstance will the Board, through the use of this service, be a party to coercing employees into joining the KEA or any other organization or group of organizations.

B. That under no circumstance will the Board collect dues for the KEA, PSEA, or NEA, or any combination thereof from employees who are not members of those organizations.

C. That the Association and the Board recognize that the collection of dues is a service for the convenience of those employees who desire to use it on a voluntary basis.

D. That this service will be dropped by the Board if an organization other than the Association represents the teachers of this District.

8.03 Maintenance of Membership

A. The Association shall advise all members individually, by written communication between April 15 and May 15, that their membership and dues deduction from salaries for the following school year will be continued, unless written notification is received by the Association and the School District Director of Business Administration on or before June 15.

B. A signed dues deduction authorization card will be submitted to the School District business office for each employee desiring deductions and will continue in force until contrary notification is submitted or employment is terminated.

C. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or any other forms of liability that shall rise out of action taken or not taken by the Board for the purpose of complying with the provisions of this article or in reliance on any list, notice, or assignment furnished under any such provisions.

D. Details for deductions and payments to be worked out by the Administration and the officers of the Association.

ARTICLE IX - PROFESSIONAL RIGHTS

9.01 Personnel File

The Board agrees to follow Pennsylvania law with respect to inspection of personnel files.

9.02 Employee Evaluation

The Board agrees in using Department of Education Evaluation Form PDE 5501, or any alternative form as recommended by the District Teacher Evaluation Committee, that the District shall assign a Satisfactory or Unsatisfactory rating on such form.

9.03 Just Cause

A. No employee shall be disciplined, demoted, laid off, suspended, or discharged without just cause. In the event an employee receives a notice of charges pursuant to Section 11-1122 of the Public School Code of 1949, as amended, relating to the proposed discharge of an employee covered by this Agreement, within fourteen (14) days of receiving such charges, the employee shall elect, in writing, whether or not the employee seeks for either an arbitrator to hear the proceeding or the Board to conduct a termination proceeding, with rights of appeal to the Secretary of Education. In the event the employee or the Association fails to make such an election within the stated time period, then in that event the employee will be relegated to a hearing pursuant to Section 11-1122 of the School Code and not an arbitration remedy.

B. Any such action asserted by the District or any administrator or representative agent thereof shall be subject to the grievance procedure herein set forth.

C. All information used in forming the basis for such action shall be made available to the employee(s) and the Association.

D. In the event that a grievance covered under this section is processed to the arbitration level, the arbitrator shall have exclusive jurisdiction to determine whether just cause exists, and if so, the appropriate remedy.

9.04 Preparation Time

A. *Definition of Preparation Time* - For the purposes of this section of the Collective Bargaining Agreement, preparation time is defined as that period of time when an employee in the District is devoted to classroom preparation, curriculum development, or other work directly related to the delivery of the educational program in the professional employee's classroom or building. Nothing in this definition shall prevent the time being used for emergency situations.

B. *Preparation Time*

High School and Middle School - The Board recognizes the following goals to be desirable with respect to preparation time at the high school and middle school:

In the event that a teacher teaches five (5) scheduled classes, the teacher will be entitled to one preparation period per full day of classes.

In the event that a teacher teaches six (6) scheduled classes, the teacher will be entitled to two preparation periods per full day of classes.

Elementary - The Board recognizes the following goals to be desirable for preparation time at the elementary school:

When a certified specialist is with all of the students scheduled to be in a classroom teacher's class, the classroom teacher may be able to use such time at his or her discretion for educational purposes such as preparation, subject to the school principal's discretion.

During the term of this Contract, the District plans to have five (5) special periods per week. During these "special" periods, preparation time will generally take place. An example of this will be that the District plans to have at least in grades 1 through 5, one (1) fifty (50) minute physical education period per week, one (1) fifty (50) minute health period per week, two (2) fifty (50) minute music periods per week, and one fifty (50) minute art period per week. With respect to kindergarten, kindergarten teachers will generally have one (1) hour and ten (10) minutes (total 70 minutes) between the morning session and the afternoon session on a daily basis, along with the "specials" such as twenty (20) minutes of physical education and twenty (20) minutes of library per week. It is intended that specialist teachers would also be covered by a similar amount of preparation time per day.

Elementary Common Professional Time - Employees who are required to perform instructional duties on the elementary level shall also be granted in addition to the preparation time described above common professional time as the principal may determine.

ARTICLE X - CONCLUDING PROVISIONS

10.01 Grievance Procedure

See Appendix C.

10.02 Modification of Agreement

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

Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

All understandings, agreements, or awards shall be reduced to writing, signed by both parties, and made part of this Agreement.

10.03 No Strike, No Lockout

As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit and also members of the Association will not engage in a strike, as that term is defined in PERA, as amended, during the term of this Agreement; and the Board pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement.

10.04 Concluding Statement

The Board and the Association concur that all items proposed have been reviewed thoroughly during the negotiations resulting in this Agreement and further agree that negotiations will be considered final and will not be reopened on any subject whether contained in the Agreement or not during the term of this Agreement.

APPENDIX A

SALARY SCHEDULE – 2008-2009

STEP	B	B+24	M/M.Eq.	M+15	M+30	M+45	M+60/Dr
1	$ 41,500	$ 43,350	$ 45,760	$ 47,033	$ 48,344	$ 50,097	$ 52,158
2	$ 42,745	$ 44,651	$ 46,965	$ 48,045	$ 49,522	$ 51,877	$ 53,923
3	$ 44,027	$ 45,990	$ 48,422	$ 49,343	$ 50,879	$ 53,950	$ 55,997
4	$ 45,348	$ 47,370	$ 50,572	$ 51,698	$ 53,029	$ 55,997	$ 58,044
5	$ 46,709	$ 48,791	$ 53,081	$ 54,209	$ 55,029	$ 58,103	$ 60,152
6	$ 48,110	$ 50,255	$ 55,746	$ 56,822	$ 57,795	$ 60,152	$ 62,202
7		$ 51,762	$ 58,526	$ 59,708	$ 60,272	$ 63,353	$ 65,406
8		$ 53,168	$ 61,306	$ 63,007	$ 63,779	$ 65,840	$ 67,900
9			$ 65,261	$ 66,506	$ 67,647	$ 69,411	$ 70,553
10			$ 68,579	$ 69,931	$ 71,177	$ 72,216	$ 74,814
11			$ 71,976	$ 73,328	$ 74,576	$ 75,928	$ 78,009
12			$ 76,015	$ 77,485	$ 79,165	$ 80,005	$ 81,895
13			$ 80,269	$ 81,223	$ 83,449	$ 84,298	$ 85,889
14			$ 84,238	$ 86,500	$ 88,655	$ 89,894	$ 92,856
15			$ 86,765	$ 89,095	$ 91,315	$ 92,591	$ 95,642

SALARY SCHEDULE – 2009-2010

STEP	B	B+24	M/M.Eq.	M+15	M+30	M+45	M+60/Dr
1	$ 41,645	$ 43,502	$ 45,920	$ 47,198	$ 48,513	$ 50,272	$ 52,341
2	$ 42,895	$ 44,807	$ 47,135	$ 48,450	$ 49,792	$ 52,059	$ 54,112
3	$ 44,181	$ 46,151	$ 48,591	$ 49,545	$ 51,057	$ 54,139	$ 56,193
4	$ 45,507	$ 47,536	$ 50,749	$ 51,879	$ 53,215	$ 56,193	$ 58,247
5	$ 46,872	$ 48,962	$ 53,267	$ 54,399	$ 55,222	$ 58,306	$ 60,363
6	$ 48,278	$ 50,430	$ 55,941	$ 57,021	$ 57,997	$ 60,363	$ 62,420
7		$ 51,943	$ 58,731	$ 59,917	$ 60,483	$ 63,575	$ 65,635
8		$ 53,354	$ 61,521	$ 63,228	$ 64,002	$ 66,070	$ 68,138
9			$ 65,489	$ 66,739	$ 67,884	$ 69,654	$ 70,800
10			$ 68,819	$ 70,176	$ 71,426	$ 72,469	$ 75,076
11			$ 72,228	$ 73,585	$ 74,837	$ 76,194	$ 78,282
12			$ 76,281	$ 77,756	$ 79,442	$ 80,285	$ 82,182
13			$ 80,550	$ 81,507	$ 83,741	$ 84,593	$ 86,190
14			$ 84,533	$ 86,803	$ 88,965	$ 90,209	$ 93,181
15			$ 87,069	$ 89,407	$ 91,634	$ 92,915	$ 95,976
16			$ 89,681	$ 92,089	$ 94,383	$ 95,702	$ 98,855

SALARY SCHEDULE – 2010-2011

STEP	B	B+24	M/M.Eq.	M+15	M+30	M+45	M+60/Dr
1	$ 41,895	$ 43,763	$ 46,196	$ 47,481	$ 48,804	$ 50,574	$ 52,655
2	$ 43,152	$ 45,076	$ 47,412	$ 48,741	$ 50,091	$ 52,371	$ 54,437
3	$ 44,446	$ 46,428	$ 48,883	$ 49,905	$ 51,363	$ 54,464	$ 56,530
4	$ 45,780	$ 47,821	$ 51,053	$ 52,190	$ 53,534	$ 56,530	$ 58,596
5	$ 47,153	$ 49,256	$ 53,587	$ 54,725	$ 55,553	$ 58,656	$ 60,725
6	$ 48,568	$ 50,733	$ 56,277	$ 57,363	$ 58,345	$ 60,725	$ 62,795
7		$ 52,255	$ 59,083	$ 60,277	$ 60,846	$ 63,956	$ 66,029
8		$ 53,674	$ 61,890	$ 63,607	$ 64,386	$ 66,466	$ 68,547
9			$ 65,882	$ 67,139	$ 68,291	$ 70,072	$ 71,225
10			$ 69,232	$ 70,597	$ 71,855	$ 72,904	$ 75,526
11			$ 72,661	$ 74,027	$ 75,286	$ 76,651	$ 78,752
12			$ 76,739	$ 78,223	$ 79,919	$ 80,767	$ 82,675
13			$ 81,033	$ 81,996	$ 84,243	$ 85,101	$ 86,707
14			$ 85,040	$ 87,324	$ 89,499	$ 90,750	$ 93,740
15			$ 87,591	$ 89,943	$ 92,184	$ 93,472	$ 96,552
16			$ 91,475	$ 93,931	$ 96,271	$ 97,616	$ 100,832

SALARY SCHEDULE – 2011-2012

STEP	B	B+24	M/M.Eq.	M+15	M+30	M+45	M+60/Dr
1	$ 42,063	$ 43,938	$ 46,381	$ 47,671	$ 48,999	$ 50,776	$ 52,866
2	$ 43,325	$ 45,256	$ 47,602	$ 48,936	$ 50,291	$ 52,580	$ 54,655
3	$ 44,624	$ 46,614	$ 49,079	$ 50,205	$ 51,595	$ 54,682	$ 56,756
4	$ 45,963	$ 48,012	$ 51,257	$ 52,399	$ 53,748	$ 56,756	$ 58,830
5	$ 47,342	$ 49,453	$ 53,801	$ 54,944	$ 55,775	$ 58,891	$ 60,968
6	$ 48,762	$ 50,936	$ 56,502	$ 57,592	$ 58,578	$ 60,968	$ 63,046
7		$ 52,464	$ 59,319	$ 60,518	$ 61,089	$ 64,212	$ 66,293
8		$ 53,889	$ 62,138	$ 63,861	$ 64,644	$ 66,732	$ 68,821
9			$ 66,146	$ 67,408	$ 68,564	$ 70,352	$ 71,510
10			$ 69,509	$ 70,879	$ 72,142	$ 73,196	$ 75,828
11			$ 72,952	$ 74,323	$ 75,587	$ 76,958	$ 79,067
12			$ 77,046	$ 78,536	$ 80,239	$ 81,090	$ 83,006
13			$ 81,357	$ 82,324	$ 84,580	$ 85,441	$ 87,054
14			$ 85,380	$ 87,673	$ 89,857	$ 91,113	$ 94,115
15			$ 87,941	$ 90,303	$ 92,553	$ 93,846	$ 96,938
16			$ 93,213	$ 95,716	$ 98,100	$ 99,471	$ 102,748

SALARY SCHEDULE - B+24: GRANDFATHERED STEPS

Step	2008-2009	2009-2010	2010-2011	2011-2012
9	$ 54,575	$ 54,766	$ 55,095	$ 55,315
10	$ 56,734	$ 56,933	$ 57,275	$ 57,504
11	$ 59,183	$ 59,390	$ 59,746	$ 59,985
12	$ 62,576	$ 62,795	$ 63,172	$ 63,425
13	$ 66,273	$ 66,505	$ 66,904	$ 67,172
14	$ 77,129	$ 77,399	$ 77,863	$ 78,174
15	$ 79,443	$ 79,721	$ 80,199	$ 80,520
16		$ 82,113	$ 83,755	$ 85,346

SALARY SCHEDULE STEP ADVANCEMENT

School Year

2007-08 Step	2008-09 Step	2009-10 Step	2010-2011 Step	2011-2012 Step
---	---	---	---	1
---	---	---	1	2
---	---	1	2	3
1 - 2 - 3	1	2	3	4
4	2	3	4	5
5	3	4	5	6
6	4	5	6	7
7	5	6	7	8
8	6	7	8	9
9	7	8	9	10
10	8	9	10	11
11	9	10	11	12
12	10	11	12	13
13	11	12	13	14
14	12	13	14	15
15	13	14	15	16
16	14	15	16	16
17	15	16	16	16

APPENDIX B

SUPPLEMENTAL POSITIONS - Athletic Coaches

HIGH SCHOOL		MIDDLE SCHOOL	
Position	**Points**	**Position**	**Points**
Baseball	77	Baseball	46
Basketball	99	Basketball	59
Basketball – 9th Grade	69		
Cheerleading - Fall	40	Cheerleading	43
Cheerleading – Winter	50		
Cross Country	77	Cross Country	46
Field Hockey	84	Field Hockey	50
Football	117		
Golf	77		
Lacrosse	77	Lacrosse	46
Soccer	84	Soccer	50
Softball	77	Softball	46
Swimming	96		
Tennis	77		
Track	84	Track	50
Track-Winter	88		
Volleyball	77	Volleyball	46
Wrestling	99	Wrestling	59
		Intra-murals	40
		Sports Manager	45

1. Assistants in the high school shall be paid 70% of the head coach's point value.

2. Head coaches in the middle school shall be paid 60% of the high school head coach's point value. Assistant coaches in the middle school shall be paid 70% of the middle school head coach's point value.

SUPPLEMENTAL POSITIONS - High School and Middle School

Position	Points	Position	Points
High School:			
Academic Competition	40	National Honor Society	32
Choral Accompanist	12	Newspaper	32
Class Advisors:		Orchestra	54
Freshman	20	Pep Club	10
Sophomore	20	Photography Director	16
Junior	40	Publicity Director	32
Senior	55	SADD Advisor	10
Concert Band Director	54	School Store	16
Debate/UN	12	Senior Class Play:	
Earth Club	10	Costumes	12
Farrago Advisor	24	Director	40
FBLA	32	Lighting	10
Humanitarian Society	10	Make-up	6
Interact Club	16	Properties	12
Leo Club	16	Stage Construction/ Painting	16
Marching Band:		Stage Manager	10
Director	90	Sound and Lights	35
Director – Asst.	50	Student Assembly	21
Band Front	30	Ujima Club	16
Marching Instructor	30	Video Production	45
Percussion Instr.	30	Vocal Music	50
Music Technician	15	Yearbook	66
Percussion Tech	15	Yearbook Manager	20
Visual Technician	15		
Mentor Teacher (Level 4)	30		
Musical:			
Accompanist	9		
Choreographer	28		
Costumes	16	**Middle School:**	
Director	66	Band Director	54
Lighting	10	Musical:	
Make-up	6	Director	50
Music Director	54	Music Director	50
Properties	12	Stage Manager	50
Set Painting	8	Student Council	24
Stage Construction	20	Vocal Music	40
Stage Manager	10	Yearbook	30

SUPPLEMENTAL POSITIONS - Elementary Schools

Each elementary school will be allocated points to be used for supplemental salaries. These supplementals can include the following positions or others as determined as a need for the school or School District. Number of points will be determined based upon time required, responsibility, and number of students.

Position	Points
After-School Athletics	32
Ensemble	18
Handbells	7
Mentor Teacher (Level 4)	30
Junior Great Books	10
Newspaper	12
Production Design	6
School Store	8

Total Elementary Supplemental Points/Building
(Principal flexibility to determine points – see language at top of page)

400+ Students	200
500+ Students	210
600+ Students	220

SUPPLEMENTAL POSITIONS - Department Heads and Team Leaders

	Total Point Value
Business Education	50
English	50
ESL	40
Fine Arts	50
Foreign Language	50
Guidance	40
Library/Media	40
Mathematics	50
Physical Education	50
Science	60
Social Studies	50
Special Education	50
Technical Arts	50
Coordinator of Nursing	40
Middle School and Elementary Team Leaders	
Team of 6 or greater	40
Team of 11 or greater	50
Team of 18 or greater	60

10 points have been allocated for those department heads who have 6 or more individuals in their staff

APPENDIX C

GRIEVANCE PROCEDURE

The parties to this Agreement agree that an orderly and expeditious resolution of Employee grievances arising from alleged misinterpretations or misapplication of the terms of this Agreement shall provide for a process which is described in the following paragraphs:

Initiation and Processing

1. Level One

   A. An Employee with a grievance will first discuss it with the Principal or immediate superior within ten (10) days of the occurrence, either individually or through the Association's designated school representative, or may be accompanied by the representative, indicating the clause in the Agreement that has allegedly been violated. The objective of this step is to solve the matter informally**.**

   B. If the Employee is not satisfied with the disposition of the grievance, a written grievance may be filed with the Principal within twenty (20) calendar days following the act or condition which is the basis of the complaint. The Principal shall provide a decision in writing to the grievant within ten (10) calendar days.

2. Level Two

   A. If the grievant is not satisfied with the Principal's decision, the grievant may, within five (5) calendar days of receipt of the Principal's decision, appeal the decision to the District Superintendent. The appeal shall include the reasons for disagreeing with the Level One decision.

   B. Appeals to the District Superintendent shall be heard by the District Superintendent within ten (10) calendar days of receipt of the appeal. Written notice of the time and place of the hearing shall be given five (5) calendar days prior thereto to grievant, Association Grievance Chairperson, and any Administrator who has theretofore been involved in the grievance. In all grievance cases, the District Superintendent shall have the right to have the School District Solicitor and/or other counsel present at the hearing**.**

   C. Within five (5) calendar days of hearing the appeal, the District Superintendent shall provide a written reply to the grievant which shall

include supporting reasons for the decision.

3. Level Three - Appeals Beyond the District Superintendent's Decision

A. Final decision is to be made by the Board except when the parties to this Agreement are required by Section 903 of PERA to go to binding arbitration for resolution of such an alleged grievance.

B. Appeals to the Board shall be made in writing within ten (10) calendar days of the grievant receiving the District Superintendent's decision. A hearing will be held within fifteen (15) calendar days of receiving the appeal. A written decision will be provided by the Board within ten (10) calendar days after the hearing has concluded.

4. Level Four

If the grievance is not satisfactorily resolved, it shall be submitted to binding arbitration under Section 903 of PERA within fifteen (15) calendar days of the Board's decision.

5. Initiation of Group Grievances

A. If a grievance affects a group or class of Employees who are in one particular school building, then the group, with Association representation or through an Association representative, shall proceed with the grievance as per Level One (1.a) of the procedure.

B. If a grievance affects Employees who are in different school buildings, the group or class of Employees, with the Association grievance representative, shall proceed with the grievance by submitting it to the District Superintendent as per Level Two of the procedure.

6. General Provisions

A. The parties agree to use of a grievance procedure “form” to be utilized exclusively in the processing of grievances pursuant to this procedure.

B. At each level of the grievance procedure, information copies are to be sent by the grievant and the appropriate administrator to the District Superintendent and the Association's Grievance Chairperson.

C. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay, or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

D. Any Employee may be represented at all stages of the grievance procedure by a person of one's own choosing except that the Employee may not be represented by a representative or an officer of any competing teacher organization. When a teacher is not represented by the Association, the Association shall have the right to be present.

E. Failure at any step of this procedure to communicate the decision in writing within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be viewed as acceptance of the decision rendered at that step. Time limits may be extended by mutual agreement.

F. All documents, communications, and records dealing with the processing of grievances will be filed separately from the personnel files of the grievant(s).

G. Forms for processing grievances will be jointly prepared by the District Superintendent and the Association. The forms will be printed at the Board's expense and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

H. The Board and the Administration will cooperate with the Association in its investigation of any grievance and further will furnish the Association with such information as is requested for the processing of any grievance providing such information does not violate the privacy of an individual.

I. No reprisals of any kind will be taken by the Board or by any member of the Administration against any Employee, any school representative, or any other participant in the grievance procedure by reason of such participation.

IN WITNESS HEREOF, the interested parties affix their signatures this 14th day of January, 2008.

BOARD OF SCHOOL DIRECTORS OF THE KENNETT CONSOLIDATED SCHOOL DISTRICT

George P. Drake, Jr., President

Mark T. Tracy, Secretary

KENNETT EDUCATION ASSOCIATION

Michael J. Kelly, President

Sally Ann H. Harne, Secretary