AGREEMENT BETWEEN

SOUTHEAST DELCO SCHOOL DISTRICT

AND

SOUTHEAST DELCO EDUCATION ASSOCIATION

September 1, 2010 to August 31, 2012

Approved on September 23, 2010
Printed on October 22, 2010

This agreement is made and entered into this 23rd day of September 2010, by and between the Board of School Directors of the Southeast Delco School District, Delaware County, Pennsylvania (hereinafter referred to as the Board) and the Southeast Delco Education Association (hereinafter referred to as the Association).

Article I

Recognition

Section 1. The Association is recognized during the life of this Agreement as the exclusive representative for grievance and bargaining purposes covering professional employees included within the classification established by certification of the Pennsylvania Labor Relations Board Dated the ninth day of May, 1972, No. PERA-R-1987-E.

Section 2. This Agreement pertains only to those professional employees falling within the classification of the certification referred to in Section 1 of this Article and which included the following: Classroom Teachers, Nurses, Guidance Counselors, Librarians and Home and School Visitors and regular part-time professional employees who are employed for a full semester or more, but not less than eighty-five (85) days; excluding, however, non-certified, supervisory and part-time personnel.

Section 3. The term professional employee, employee, or teacher when used in this Agreement refers only to that person or persons falling within the classification of the certification referred to in Sections 1 and 2 of this Article.

Article II

Rights of the Association

Section 1. The Board agrees to make available upon request financial and personnel data as may be disclosed, provided such material is neither privileged nor confidential and such request is not unreasonable and is necessary for the preparing of proposals for negotiations or for use in the grievance process.

Section 2. The Association and its representatives shall normally be allowed the reasonable use of school buildings for meetings after school hours and during in-service days and Orientation days outside of scheduled programs, provided such meetings are held during scheduled hours of custodial services. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned or with the staff member in charge of such building.

Section 3. The association shall have in each school building the use of a bulletin board in each faculty lounge and teachers' dining room, where such facilities are available. However, the Association shall not post material detrimental to the employee-management relationship or of a political nature.

Section 4. The Association shall have the right to use school mailboxes for the distribution of Association material related to Association business; provided, however, that such material being distributed is not detrimental to the employee-management relationship or of a political nature.

Section 5. Association business shall be conducted after normal working hours except as may be otherwise affected by this Article.

Section 6. (A) Any professional employee who is a member of the Southeast Delco Education Association or who joins the Association after the effective date of this Agreement shall remain a member of the Association for the duration of the Agreement provided that any such employee may resign from the Association during a period of fifteen (15) days immediately prior to the expiration of this Agreement.

(B) **Fair Share:**

(1) Each member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

(2) The School District and the Association agree to comply with all provisions of said law.

(3) The Association agrees to extend to all nonmembers the opportunity to join the Association.

(4) If any legal action is brought against the School District as a result of any actions requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through separate council selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

(5) The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages, as a result of any final judgments imposed on the School District, or which the School District might be liable for as a consequence of its compliance with this Article: except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.

(6) Fair Share deductions shall be prorated over ten (10) pay periods commencing with the first pay after January 15th. Any variation created by the proration shall be adjusted by the tenth pay date.

Section 7. The Board shall deduct from the salary of the professional employee unified membership dues of the Association provided the Board has been presented with a form signed by the individual professional employee authorizing such deductions.

(A) The deduction referred to in this section shall be transmitted to the treasurer of the Association by the 20th day of the calendar month following the month such deductions are made.
(B) Dues deductions shall be prorated over ten (10) pay dates commencing with the second pay date in the month of November. Any variation created by the proration shall be adjusted by the tenth pay date.
(C) All payroll deduction authorization forms shall be collected and approved by the Association and shall be submitted to the Board Secretary no later than October 30th.
(D) Payroll deduction authorization forms shall be prepared at the expense of the Association in accordance with the form attached hereto, read into, made part hereof and marked Addendum "A".
(E) The Association shall hold the Board harmless against any form of liability that shall arise out of action taken by the Board in reliance upon the payroll deduction forms submitted by the Association to the Board.

Section 8. The Association shall be given access to the names of newly-employed teachers following the approval of the individual contracts.

Section 9. Whenever any representative of the Association or any professional employee is mutually scheduled by the board and the Association or Association member to participate during work hours in conferences or meetings concerning Association matters, he/she shall suffer no loss of pay and shall be provided with release time from his/her regular duties. Grievance procedures and negotiations, however, shall be conducted outside normal working hours.

Section 10. The Board shall grant the Association a total of twenty-two (22) teacher days of released time, 12 for attendance at Regional, State and House of Delegates, and National Conventions of PSEA or NEA, or additional official conferences designated by PSEA and 10 unrestricted days provided, however, that the Board shall deduct from the gross salary of any teacher released for this purpose the then current per diem substitute teacher rate for each day of release time.

Section 11. An unpaid leave of absence of up to two (2) years may be granted to any teacher for the purpose of serving as an officer of the State or National Education Association. No increments or other benefits shall accrue during the period of this absence.

Article III

Rights of Professional Employees

Section 1. By the end of the school term in June, each building principal shall submit to the employee in writing, his/her teaching assignment for the following year. This shall include subjects to be taught, grade level, and school building. In addition where there is block scheduling, the principal will notify each employee of his/her tentative assigned building, grade and subject assignments no later than the 1st day of December for the second semester assignment. Changes in teaching assignments after the end of the school term in June shall be

made only when said changes are necessary in the judgment of the Superintendent. Employees affected by said changes shall be notified within five (5) working days of the date when the Administration is first aware of the need for the change in the employee's assignments. In the event that changes in assignments are made due to unforeseen circumstances or changes in conditions, all teachers affected shall be notified with dispatch, and given an opportunity to discuss the reassignment with the person or persons responsible. Consideration shall be given to the preference of the employee, but the determination of the administration on the assignment or reassignment shall be at the sole discretion of the employer and it shall be deemed final and binding. Whenever a reassignment is to a building other than that in which the professional employee presently is teaching, the provisions of Article III, Section 7, shall govern.

Section 2. No professional employee shall be discharged, adversely rated, disciplined, reprimanded in writing, or reduced in rank or compensation without just cause.

Section 3. Whenever any professional employee is required to appear before the Superintendent, Board, Committee or member thereof to answer charges, he shall be given prior written notice of the reasons for such appearance, be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or conference. In the event that a professional employee is suspended pending a decision on said charges the professional employee shall be entitled to any deferred or accrued earnings accumulated up to the date of any such suspension. Such accumulation shall be paid at the pay date for the next following regular pay period.

Section 4. Teachers shall not be required to work in an environment which is unsafe or hazardous, which shall include extremes in temperature, which would render working and teaching conditions intolerable. In this event, the employees involved shall be relocated away from areas where such conditions exist.

Section 5. For statistical purposes only, a record shall be kept of all assignments of teachers as substitutes during their non-classroom time. This list shall be made available to a designated official of the Association upon request with advance notice.

Section 6. In the event the district determines to institute a reduction in force, professional employees shall be suspended or furloughed under Section 1124 of the School Code in inverse order of seniority within the school district. Such furloughs or suspensions shall be made on the basis of district-wide seniority in certified areas recognized by the Pennsylvania Department of Education.

Seniority in the bargaining unit shall be computed from an employee's most recent date of hire. Where a letter of intent was signed, seniority shall be computed from the date such letter was received by the Superintendent. Approved leaves of absence shall not constitute a break in service for purposes of computing seniority for suspension purposes. Seniority shall continue to accrue during suspension and all approved leaves of absence. When seniority is equal between or among employees, ranking of those employees on the seniority list shall be determined by the drawing of lots.

Should the district determine to institute a consolidation or reorganization of schools, departments or programs, all professional employees shall retain the seniority rights they had prior to the reorganization or consolidation.

Suspended professional employees shall be reinstated on the basis of their seniority and certification within the district. No new appointment shall be made while there is a suspended professional available who is properly certificated to fill such vacancy. Positions from which professional employees are on approved leaves of absence shall also be considered Temporary Vacancies.

No suspended employee shall be prevented from engaging in another occupation while on furlough. A suspended professional employee in a college program during a period of suspension and who is recalled shall be given the option of delaying his/her return to service until the end of the current college semester, provided the employee notifies the District of his or her acceptance of the position when it is offered.

To be considered available, a suspended employee must annually report to the Board of School Directors in writing his/her current address and his/her intent to accept the same or similar position when offered, and notify the District immediately of any change in address. The employee must indicate availability within fourteen (14) calendar days from the date of notice of the position being available. If the employee does not report to work or his/her availability under the provisions of this section within fourteen (14) calendar days, the District may offer the position to the next person on the list.

The Association shall be provided a seniority list of all bargaining unit members by October 1. The Administration shall post the seniority list in each building by October 1. Bargaining unit members will have ten (10) school days to appeal their rank in the seniority list. The list shall become the accepted and final seniority list of the Association for all intended purposes.

Recall rights shall terminate at the end of two years; however the two year period will not run while an employee is teaching or taking courses in his or her area of certification, or taking courses that will lead to a certification in another area of study. The recall right shall terminate after five years.

Section 7. (A) An employee may annually request a transfer to a different position by submitting a written request to the Superintendent setting forth the reasons for requested transfer, the position, and the employee's qualifications.

(B) The District will post a list of known vacancies within the bargaining unit for the following school year on or about May 15th of each year. All other vacancies shall be posted within ten (10) days of the effective date of the vacancy. When a contracted position becomes vacant during the school year, the position will be posted for five calendar (5) days. An appropriately certificated employee desiring to transfer to a vacant position will notify the Superintendent within five (5) school days after such posting and will be given an opportunity to interview for the vacancy [as stated here in this paragraph]. During the summer months (June 15th to August 31st), when a contracted position becomes vacant, the position will be posted for ten calendar (10) days. An appropriately certificated employee desiring to transfer to a vacant position will notify the Superintendent within ten (10) calendar days after such posting

and will be given an opportunity to interview for the vacancy [in accordance with Article III, Section 7, Part B].

B1. The requests for transfers will follow the guidelines established in Board Policy 409.

(C) In the event the District decides to institute some involuntary transfers, the District shall:
(1) consider those professional employees who are qualified and desire a transfer; and
(2) explain the reasons for the transfer to any teacher being involuntary transferred.

(D) In making voluntary or involuntary transfers, the District shall take into consideration, but not be limited to, the following: experience and ability in the area of proposed assignment; certification; academic achievement; length of professional service; seniority; quality of performance in prior assignments; desires and goals of the employee and educational needs of the District.

(E) Final decisions regarding transfers rest within the discretion of the District, provided that the District shall not exercise its discretion in an arbitrary or capricious manner. The District shall provide the employee with a written explanation of their involuntary transfer or denial of transfer.

(F) Where the District is required to assign employees in a particular manner to comply with the requirements of a desegregation plan or order realignment pursuant to the School Code, or comparability for federal or state programs, the provisions of this Article shall be subordinate to such requirements.

Section 8. No material derogatory to an employee's conduct, service, character or personality originating within the district shall be placed in his personnel file unless the employee has had an opportunity to review such material and to affix his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof, and the Superintendent may file this material without signature and any notation concerning refusal to sign may be so noted. The employee shall also have the right to submit a written answer to such material and his answer shall be attached to the file copy and an acknowledgment shall be made by the Superintendent or his/her designee that he/she has read such attachment.

Section 9. Any criticism of a professional employee by a supervisor, administrator or board member shall be made in confidence and not in the presence of students, parents, or fellow teachers, provided the matter involved is not the subject of a hearing under applicable law or rules and regulations of the Board nor where the teacher is guilty of open insubordination.

Section 10. A professional employee shall have the right to review the contents of his personnel file with the exception of confidential material and shall be entitled to have a representative of the Association accompany him during such review.

Section 11. Wherever a member of the bargaining unit, while in the performance of duty, is physically assaulted by a parent, student, or person other than a School District employee and presses criminal charges against the alleged assailant, the member shall be provided with legal assistance and representation by the School Board if such legal assistance and representation is not provided for by the District Attorney's office. If the assault is committed by a person employed by the District, the District may, in its sole discretion, provide either or neither side assistance.

Section 12. The School District shall not require professional employees to reside within its geographic boundaries.

Section 13. The Board acknowledges the right of a professional employee to take disciplinary measures against students to the extent set forth under Section 1317 of the Public School Code. The Board shall not hold any professional employee guilty of any wrong doing in the use of force under such Section provided the degree of force used is lawful under the facts and circumstances involved.

Section 14. In addition, if the Board in the exercise of its sole discretion and as an exercise of its policy-making function, adopts a disciplinary procedure, any professional employee who follows such policy adopted by the Board shall be entitled to legal representation provided by the Board if any action, civil or criminal, is instituted against an employee for compliance with such procedure.

Section 15. The Southeast Delco School District agrees not to discriminate against, discharge, reprimand or reduce in rank or compensation any bargaining unit member (Southeast Delco Education Association) as a result of their participation in any one or all job actions. This provision shall apply for the duration of the Agreement.

Article IV

Specific Teaching Conditions

Section 1. Classroom teachers shall be required to be on duty for no more than 190 work days per school year, except that new teachers shall be required to be on duty for no more than 192 days, the additional two days being new-teacher orientation days.

The work year for Guidance Counselors is set forth in Addendum "B" which is attached hereto, read into and made part hereof.

Section 2. The teacher workday shall not exceed seven (7) hours exclusive of thirty (30) minute duty-free lunch period. On Fridays and the days preceding holidays, teachers may leave the building ten (10) minutes before the end of the teacher day.

Section 3. Irrespective of the provisions of Section 2 of this Article, professional employees shall be expected, in addition to perform the following work-related duties: open house, faculty meetings, detention and home and school meetings. Bus duty and science fairs, on an involuntary basis, shall be performed during the normal teacher work day. Such work-related duties shall be performed without additional remuneration. Where detention is utilized, classroom teachers within each building shall be assigned to detention on an equitable basis.

Section 4. The Board shall post notices at the main entrances to all school buildings to the effect that parents must receive a pass from the office for classroom visitation during school hours. Teachers should request a showing of passes from parents making such visitation. Teachers shall meet with parents requesting conferences at such time or times that may be mutually agreed upon. Such agreement by a teacher shall not be unreasonably withheld.

Section 5. Teachers may leave the building without permission during their scheduled duty-free lunch period.

Section 6. Each teacher shall have a desk and filing cabinet in the building where the teacher is primarily assigned, if the building has adequate available space that can be utilized for this purpose. The Board is not required to construct, purchase or lease additional facilities or alter or improve existing facilities in order to provide space for this purpose.

Section 7. PREPARATION PERIODS Elementary (K-5) school teachers shall have preparation periods when their classes are being taught by special teachers. Special teachers shall include art, music, physical education and library science.

The Association and Administration are charged to form joint building committees (one in each building) to study preparation periods in grades K-5. The committees will be comprised of a central office administrator, building administration, and members of the association.

The committees will recommend, in consultation with the Superintendent, the means to fairly utilize all current available resources, including utilization of professional non-instructional personnel, to achieve as many "five (5) prep periods" as possible for all teachers who do not currently have "five (5) prep periods", with implementation as soon as feasible.

All secondary (6-12) teachers shall have five (5) preparation periods during each full week to be scheduled during the student day. The preparation period will be exclusive of the time allotted to extra help and/or detention.

The prep time will be used for activities directly related to the teacher's regular teaching duties and the School District's education program and when mutually agreed upon by the teacher and the administrator of the building, can be used for meetings deemed urgent.

Section 8. SCHOOL IMPROVEMENT GRANT – MEMORANDUM OF UNDERSTANDING The Board and the Association agree to incorporate into the collective bargaining agreement, the Memorandum of Understanding relating to the School Improvement

Grant as signed by the parties on August 30, 2010, and to place it in the collective bargaining agreement as an addendum.

Article V

Leaves of Absence

Section 1. Military leaves of absence shall be granted by the Board in accordance with the standards established by the applicable provisions of the Public School Code.

Section 2. Sabbatical leaves of absence shall be granted by the Board in accordance with the standards established by the applicable provisions of the Public School Code.

Section 3. Bereavement leave shall be granted by the Board in accordance with the standards established by the applicable provisions of the Public School Code, The professional employee shall be permitted four (4) days leave due to the death of an immediate family member. The definition of "immediate family" is set forth in Section 1154 (b) of the Public School Code. Included in the definition of an **Immediate family are:** father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who lives in the same home.

The professional employee shall be permitted two (2) days leave because of the death of a near relative. Included in the definition of a **near relative are:** first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law and/or grandchild.

Section 4. A professional employee who is unable to teach because of a personal illness, family illness day or disability and who has exhausted all sick leave shall be granted a leave of absence without pay for a period of time up to two (2) years after which he or she would be entitled to return to work if a position is available for which he or she is qualified. No increments or other benefits other than seniority shall accrue to said employee during the time of his or her absence. All benefits to which a professional employee was entitled at the time the leave of absence commenced under the operation of this Section, including credits toward sabbatical eligibility, shall be restored upon his or her return as fully as if he or she had never taken said leave.

Section 5. Employees will be entitled to three (3) personal days per year. Teachers who do not use three (3) personal days during the school year may accumulate up to four (4) days leave for personal reasons, including the days for the current year.

Requests for personal days must be in writing, and except for emergencies, the building principal must be notified at least one (1) week before the leave is to be taken. The reasons for the leave are not required; however, the request requires the approval of the building principal. Leave for personal reasons may not be taken on a professional development day, at the start or finish of a school year, the use of any of the above referred to personal days shall be restricted to no more than ten percent (10%) of the professional employees in any one building on any one day, except in the months of May and June, when a five percent (5%) restriction shall be in

effect. Half (1/2) day emergency personal day may also be granted, the same provisions for a full day applies to the half day.

By May 1st of each year, professional employees may notify the Business Manager of their desire to be compensated at the rate of $100 per day for the term of this agreement for accumulated unused personal leave days to which they are entitled or that the unused days be converted to sick leave. Payment for such days at the above rate shall be made at the pay date for the first pay period following the pay period in which the school term ends or the professional employee completes his or her service for the school year, whichever is the later.

Request forms for the payment referred to above shall be made available by the District.

Section 6. (A)The District shall grant a female professional employee a pregnancy-related disability leave of absence on the same conditions as for any other applicable disability-related leave of absence.

(B) Upon written application to the Superintendent, a child-rearing leave of absence without pay shall be granted to a male or female professional employee for a period of up to twelve (12) months from the date of delivery of his or her child. The District may require a lengthening or diminution of this time in order to have the date of return coincide with the beginning of the closest date of such leave.

To be eligible for child-rearing leave, an application must be submitted in writing to the Superintendent at least sixty (60) days prior to the effective date of such leave.

Not withstanding a specific date in the original application for child-rearing leave, a professional employee granted such child-rearing must submit in writing a notification of intent to return from such leave to the Superintendent at least sixty (60) days prior to the specified date of return. A professional employee may request earlier reinstatement upon submission of a written application therefore to the Superintendent prior to the earlier requested return date. Any return prior to the date originally specified, however, shall be at the sole discretion of the Board and its decision shall be final and binding.

An employee shall be entitled to maintain health, life, drug, and dental insurance plans during such child-rearing leave at his/her own expense. No increments other than seniority shall accrue during the period of this absence.

When an employee returns from child-rearing leave, he/she shall be given the same position held prior to said leave or an equivalent position in pay for which he/she is certified and qualified if the original position is not available.

Section 7. Time off with pay may be granted for attendance at approved educational conferences, meetings, or visitations to other schools. The determination of whether or not to approve such conferences, meetings, or visitations shall be made at the sole discretion of the Superintendent and his decision shall be final and binding.

Section 8. Sick Leave – The provisions of the law as specified in Section 1154 of the School Code is guaranteed to professional and temporary professional employees. Unused days of sick leave accumulate as specified in Section 1154 of the School Code. The Superintendent or designee may request a doctor's note for any absence in excess of three (3) consecutive days and may require one for absences of fewer than three days if there is a concern about the appropriateness of such absences. A doctor's note is required for any absence on a professional development day.

Section 9. Jury Duty - When an employee is required to serve as a juror, or is subpoenaed as a witness, the employee will receive his or her regular pay. The employee will turn in to the district any check(s) issued by the court for juror services, minus any other costs the court allows, example: mileage or meals.

Section 10. Family Illness Days - Bargaining Unit members may be absent from work for up to two (2) days, singularly or consecutively to attend to the illness of their dependent child, spouse or their parent. Such absences shall be deducted from the employee's accumulated sick leave as defined in Article V, Section 8.

Article VI

Professional Employee Compensation

Section 1. Salary schedules shall be set forth in Addendum "F". In Year 1 of the agreement, the pay increase will be in effect with the October 8, 2010 paycheck and will not be retroactive.

Section 2. In order to move horizontally on the scale embodied in Addendum "F", the professional employee must submit to the district proof of successful completion of the appropriate number of courses prior to the commencement of the school year. Otherwise, professional employees who submit such proof after the commencement of the school year, shall remain on his/her prior track until February 1st, at which time a horizontal movement shall occur, provided they have submitted the required proof prior to that time. A professional employee can only move once horizontally on the salary scale during a contract year either at the commencement of the school year or on February 1st.

In order to move horizontally on the scale embodied in Addendum "F" beyond the Masters degree column of the salary schedule (M+15 credits, M+30 credits, M+45 credits) the credits must be earned in graduate level courses at an approved college or university. Undergraduate courses will not be reimbursed or count on the salary scale unless they are a prerequisite of a master's degree program.

For the purpose of this Article, those employees, hired prior to 1/1/91, with a masters equivalency certificate on the effective date of this agreement or who earns a masters equivalency certificate prior to 9/1/93 may move beyond the masters degree column of the salary schedule for credits earned in graduate level courses at an approved college or university completed after the effective date of this agreement or completion of the masters equivalency certificate, whichever is the latter. In any event, employees earning a masters equivalency

certificate after 9/1/93, the employee may not move beyond the masters degree column. After 9/1/2011, an employee must obtain a masters degree to move to the masters degree column.

Section 3. The salaries established in Section 1, supra, are based upon the requirements of the days established under Article IV, Section 1, of this Agreement.

Section 4. Professional employees will be paid on the basis of twenty-six pay periods beginning the first pay period in September. Section 409 A of the Internal Revenue Service code regulates pay of employees who work ten (10) months and who are paid over twelve (12) months. Professional staff will be paid over a 12-month payment option (Default option) which is paid over equal installments every two weeks beginning in the month of September or 10-month payment option with lump sum payment in June. Existing professional staff members have already made their election. New professional staff members will make their election prior to the first day of work. The election, once made, is irrevocable and may not be changed after the school year begins.

The election remains in place until the employee changes his/her election according to the change in election schedule. The Business Office will inform staff annually, prior to the end of the academic-year of the option to change an election and will distribute and collect change of election forms by May 30th.

If an employee does not submit an election, or misses the deadline for submitting an election, the employee will be paid according to the "default" 12-month period pay schedule. This default election will remain in effect unless the employee changes at a subsequent election notification event.

Section 5. The following additional payroll options shall be available:

(a) Tax-sheltered Annuities
(b) Automatic Savings Deductions
(c) Savings Bonds
(d) United Fund
(e) Income Protection
(f) All components of I 125 Series according to Federal Guidelines

Authorization of such options shall be on forms approved by the Board and must be made on a fixed and regular basis and once discontinued shall not be reactivated during that fiscal year (July 1 to June 30), except for U.S. Savings Bonds, which may be reactivated after six (6) months.

Section 6. Upon written authorization from the professional employee, the District agrees to withhold income taxes for the states of New Jersey and Delaware, subject to the conditions set forth herein. Any employee desiring to have such taxes withheld shall submit the appropriate state form to the District, setting forth the amount to be withheld.

Since there is no reciprocal agreement between the Commonwealth of Pennsylvania and the State of Delaware, the District will continue to withhold from the professional employees

residing in Delaware the amount required by Pennsylvania Law. If a professional employee residing in Delaware authorized the District to withhold Delaware income taxes, then the amount authorized by the employee shall be withheld from his/her pay. Such withholding for Delaware taxes, however, is in addition to the Pennsylvania income taxes, which the district, in any event, is required to withhold for non-resident employees. Because there exists a reciprocal agreement between the Commonwealth of Pennsylvania and the State of New Jersey, any New Jersey income taxes withheld upon authorization from a professional employee, will be withheld to the exclusion of Pennsylvania income taxes.

The District's liability under this section is limited to withholding the amounts authorized by the non-resident professional employee and transmitting that sum to the appropriate New Jersey or Delaware taxing authority. The District expressly disclaims any liability arising out of whether or not the amount authorized to be withheld by the non-resident professional employee is correct.

Section 7. Payment for Supplemental Contracts performed by members of the bargaining unit shall be made in accordance with Addendum "E" attached hereto, read into and made a part hereof.

The Board reserves the right to withhold remuneration or cancel Supplemental Contracts upon the recommendation of the Superintendent. The above will be based on just cause standards.

Supplemental Contracts, as they apply to individuals, within the bargaining unit shall be issued on an annual basis.

Payment for Supplemental Contracts for activities other than those on a full-school year basis shall be made on the pay date of the first pay period following the cessation of such activity. Those engaged in full-school year activities shall be paid on a semi-school year basis. This payment provision may be modified by mutual agreement between a representative designated by the Association and the School District's Business Manager.

Supplemental Contracts involving substantially the same character of work as well as time, effort and responsibility shall be equalized monetarily between male and female persons.

Vacancies, as they apply to Supplemental Contracts, shall be filled by qualified applicants. Years of service, experience, competence, and other relevant factors will be taken into consideration when filling vacancies.

The selection of personnel to perform the duties required shall remain solely with the Board.

Section 8. Payment for Homebound Instruction shall be at the following rate of pay: $31.50.

Payment for instructional work, i.e. summer tutoring and ESY, shall be at the following rate of pay: $31.50 per hour.

Payment for curriculum writing shall be at the following rate of pay: $25.00 per hour. This applies to work outside the workday.

Payment for a teacher who facilitates during a Professional day will be paid for preparation work at the following rate of pay: $25.00 per hour. This applies to work outside the workday. This clause does not apply to the teacher who does not teach a full teacher load.

Section 9. In the event the District engages in a summer school program the District will pay the following for each session (three courses for six weeks) taught: $2,900.00.

Section 10. MEDICAL INSURANCE

The core medical plan:

The Board will provide Keystone Direct POS C1-F1-O1 plan coverage or an equivalent plan from another carrier beginning October 1, 2010.

During the first year (October 1, 2010 to August 31, 2011) of the agreement, the employee's contribution for basic healthcare benefits will be as follows:

Single coverage: $35.45 per month
Employee and Child coverage: $49.56 per month
Employee and Children coverage: $77.99 per month
Employee and Spouse coverage: $80.75 per month
Family coverage: $104.83 per month

During the second year of the agreement, the employee's contribution for basic healthcare benefits will be as follows:

Single coverage: $45.37 per month
Employee and Child coverage: $63.42 per month
Employee and Children coverage: $99.81 per month
Employee and Spouse coverage: $103.33 per month
Family coverage: $134.14 per month

If the second year's premium is less than the 17% premium increase estimate used in calculating the employee's monthly copayments, the District will meet and discuss with the Association the new monthly copays.

The buy-up medical plan: The employee has the option to continue with the Personal Choice 10/20/70 medical insurance plan or an equivalent plan from another carrier. The employee who chooses to subscribe to Personal Choice 10/20/70 medical insurance plan or an equivalent plan from another carrier shall pay the same employee contribution rates required of subscribers to the Keystone Direct POS C1-F1-O1 or an equivalent plan from another carrier, plus the entire cost differential between the two plans.

The Professional employee may elect family coverage, the premium for such coverage shall be paid by the Board. It is understood that the term "Family Coverage" includes both individuals and dependency coverage and that payments herein are not in addition to individual coverage.

There shall be no duplication of coverage under this provision. This coverage begins on the first day of employment.

Methods for Payment of Co-Pay Available to Eligible Employees: Effective with the start of this agreement and continuing during the term of this agreement, as long as permitted under the Internal Revenue Code of 1986, as amended, the District agrees to sponsor a plan pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder, to permit Eligible Employees to elect any of the following:

a. To participate in the Core Medical Plan or the Buy-up Medical Plan and to pay for his/her share of the premium determined above on a pre- Federal income and FICA tax basis.

b. To decline coverage:

   Any changes of an Eligible Employee's election will be subject to the requirements of the vendor of the Health Plan and applicable law, including, but not limited to, the Internal Revenue Code Section 125.

c. The District will continue to provide Section 125 for health care and dependent care spending accounts at no cost to the District as provided under federal law.

Section 11. PRESCRIPTION DRUG INSURANCE

During the first year of the agreement (September 1, 2010 to August 31, 2011), the Board shall pay the full cost of the present comparable prescription drug plan for each eligible professional employee in the unit, including elected family coverage. Such plan shall be limited to five dollars ($5) for generic drugs and fifteen (15) for brand name co-pay after the monetary cap of $50.00 individual or $150.00 family is met. In addition, a thirty day supply may be obtained from the pharmacy. Mail order will also be available for a 90 day supply at the cost of 2 copays, ($10 for generic and $30 for brand name). Family coverage includes employee and dependent(s). This coverage begins on the first day of employment. In year 1, this prescription drug plan will be the only plan offered with either the core medical plan or the buy-up medical plan.

During the second year of the agreement (September 1, 2011 to August 31, 2012), the Board shall pay the full cost of Express Scripts or equivalent prescription plan from another carrier for each eligible professional employee in the unit, including elected family coverage. The prescription drug plan will include a $15.00 appropriate co-pays for generic prescriptions, $30.00 appropriate co-pays for preferred brand prescriptions and $45.00 appropriate co-pays for nonpreferred brand prescriptions and $75.00 appropriate co-pays for injectables after an annual deductible of $50.00 individual or $150.00 family, is met. The prescription drug plan will include a mandatory mail order requirement for maintenance drugs as defined by the carrier. The mail order service will permit employees to order up to a 90-day supply, and pay two copays at the appropriate rate. If the individual's doctor wants the individual to start the drug immediately, the initial 30-day supply may be obtained at a retail pharmacy for the appropriate retail copayment. All subsequent refills must be purchased through the mandatory mail order service. In year 2, this prescription drug plan will be the only plan offered with either the core medical plan or the buy-up medical plan

Section 12. GROUP LIFE INSURANCE
The Board shall pay the premium for Group Life Insurance coverage for each professional employee within the unit. Insurance will be provided in multiples of $1,000 and each professional employee shall be entitled to one and one half (1 1/2) times the amount of the employee's base salary for the school year, rounded off to the nearest multiple of $1,000 below the result of one and one half (1 1/2) times the employee's base salary. Increases under this section shall take effect when such increases can be implemented by the Group Life Insurance carriers. The insurance shall include accidental death and dismemberment.

Section 13. DENTAL INSURANCE
The Board will make a full monthly premium payment for each employee providing twelve month coverage for United Concordia Basic and Supplemental Services, Oral Surgery, Crowns, Inlays, Onlay Restorative Services, and Periodontic Services for each employee and for each family plan coverage. This coverage begins on the first day of employment.

Employees will have the opportunity to purchase a dental plan with a $2,000.00 annual maximum allowance through a payroll deduction, hereby known as the "buy-up dental plan". The employee will pay the difference between the dental plan provided by the Board and the "buy-up dental plan". The employee will be permitted to make their selection during the open enrollment period each year.

Section 14. VISION INSURANCE
The Board will pay 100% of the premium cost for the individual subscriber, spouse, and eligible children for Blue Shield (or equivalent) Eye Examination and Refraction program. This coverage begins on the first day of employment.

Section 15. DISABILITY INSURANCE
Professional Employees will be provided the opportunity to purchase group disability income protection through payroll deduction. There will be an enrollment period beginning each September with an effective date of October 1st. New employees will be given the opportunity to select coverage during the first thirty (30) calendar days from date of hire. If the new employee fails to elect coverage within thirty (30) calendar days of initial eligibility he/she will have to wait until the next enrollment period. For any employee who does not enroll during his/her initial eligibility period, a health questionnaire must first be completed in order to be considered for coverage. In order for this disability plan to be implemented, a minimum of 45% of eligible employees must participate. If the plan cannot be implemented due to insufficient participation, an alternate voluntary coverage will be made available to eligible employees.

Section 16. Either party may request a joint consideration for a change in insurance carriers for medical, dental and prescription drug benefits provided for under the terms of this Agreement. However, such a request shall not constitute a reopener nor shall collective bargaining standards or requirements apply. Further, any requested change may not be denied by either party without justification or explanation of its denial.

Section 17. Notwithstanding the provision of Section 16, the Board may change insurance carriers should it be determined by a joint committee that such a change will contain and/or

reduce the costs of providing such coverage. The joint committee shall consist of two (2) members of the Association, two (2) members of the Board, the Business Manager and the Superintendent or their designee. Nonetheless, there shall be no diminution in either benefits or coverage, and no increase in cost to any covered employee during the term of this agreement.

Section 18. WAIVER OF INSURANCE
All full-time employees enrolled in a family coverage plan as of 7/1/92 are eligible for the following:

- Any eligible employee who discontinues all coverage in the district paid medical plan for a period of at least one year shall receive an incentive payment of $2,500 at the end of each year in which coverage is discontinued.
- If an eligible employee, having discontinued coverage in the school district's medical plan, wishes to enroll in a current district paid medical plan, he/she may do so upon giving appropriate notice, the employee can opt into the medical coverage and will receive a prorated amount of the $2,500.00 based on the number of months they opted out of medical coverage.

Section 19. The Board will reimburse a professional employee for approved travel at the allowable mileage amount authorized by the Internal Revenue Service.

Section 20. TUITION REIMBURSEMENT
A teacher shall be given reimbursement by the School District for tuition fees on the following basis:

a) The maximum number of credits that can be reimbursed in any one year shall be twelve (12).
b) $275.00 per credit for individuals with a maximum reimbursement amount of $3,300 per year. During a contract year (September 1 to August 31) the entire bargaining unit may receive up to $205,000. No tuition reimbursement shall be granted to any bargaining unit member after the maximum cost of $205,000.00 is reached in any contract year. The Business Office will notify the Association when, the members are halfway through the maximum cost of $205,000.00.
c) The additional credit hours must be earned in the professional employee's certified teaching field or in the field of education.
d) Beyond permanent certification, additional credit hours must be earned in a graduate level course in the employee's certified teaching field or in the field of education at an approved college or university. Proof of acceptance and enrollment must be submitted to the Superintendent prior to the submission of pre-approval request forms.
e) Beyond attaining a masters degree, or masters equivalency prior to 9/1/93, additional credit hours must be earned in graduate level courses at an approved college or university. No reimbursement will be given for courses offered by the Intermediate Unit or other similar organizations or undergraduate level courses beyond the masters degree column.
f) Payments shall be made upon submission of evidence of upon satisfactory completion of a course(s), with a grade of "A", "B", or "P", to the Superintendent or his designee for those credits earned after permanent certification. These

payments, however, are conditioned upon the return to teaching duties within the District for the school year following the completion date of the course or courses taken. In the event that employee does not return to the District and service the next entire school year following completion of such courses, he/she shall be liable to the District for the reimbursement payments, professional employees shall execute judgment notes for the amount of reimbursement received. These notes shall be retained by the District until the end of the next entire school year and if the professional employee has served the entire year, they will be destroyed.

No tuition fees, however, shall be paid for credits earned outside of a teacher's teaching field or field of education unless such credits are preapproved at the sole discretion of the Superintendent whose decision shall be final and binding. These determinations shall be made on a case by case basis and the determination made in any one case shall not be deemed to establish precedent.

Reimbursement shall not be paid to a teacher receiving a scholarship, fellowship or grant. The district shall develop appropriate request forms for course selection and for payment. No reimbursement for courses taken under this Section shall be made by the School District unless notice on a pre-approval form has been given to the Superintendent before the course is commenced.

g) There shall be no limit on the number of online course credits that may be used for salary scale movement or for tuition reimbursement prior to attainment of a Master's degree. For employees who have attained the Masters level on the salary scale, only thirty (30) additional online credits may be applied to movement on the salary scale or eligible for tuition reimbursement.

h) For employees who have attained the Masters level on the salary scale, online courses taken through the following list of colleges and universities will not receive tuition reimbursement or receive salary scale movement. The colleges/universities are:

American Public University, Capella University, Fresno Pacific University, Liberty University, San Diego State University, University of LaVerne, University of Phoenix, and Walden University.

If additional colleges or universities are to be added by the Administration, but before they are added to the list, the Association must be consulted and provided the chance to properly research the college/university and the two sides must bargain and agree that the college/university is to be added to the list. (SDEA change)

i) For employees who have attained the Masters level on the salary scale, online classes must be completed within one semester. All on-line courses will be reviewed for their educational rigor and whether they improve student achievement and alignment with the District's curriculum by the Superintendent or designee. The Superintendent or designee reserves the right to not approve a course or courses as requested.

j) For coursework beyond a master's degree, the district will reimburse up to a total of fifteen (15) credits for courses that are offered only as abbreviated seminars

and/or entail a commitment of a relatively short period of time (e.g., a course over a two consecutive weekends).

Section 21. NATIONAL BOARD FOR PROFESSIONAL TEACHING STANDARDS CERTIFICATION

a) Any employee at the Masters + 45 level who participates in the National Board Certification Program will receive reimbursement at the rate of 100% of the cost of the initial attempt at obtaining and maintaining such certification as long as the employee remains in the employment of the District for a period of two (2) year following completion or recertification of the National Board Certification Program. In the event that an employee leaves the employment of the District during the one (1) year period following successful completion of the National Board Certification program, the employee shall be required to refund the amount of reimbursement received under this subsection. The Board reserves the right to deduct this sum from any payments that may be due and owed to the employee upon separation from employment, or to take appropriate action to collect the same.

b) Employees who successfully complete and maintain National Board Certification shall be placed on the last column (the column furthest to the right on the salary schedule). To move to this last column with a National Board Certification, the employee must be moving from a Masters + 45 column to the National Board Certification/Doctoral column. The column has been relabeled from "PhD" to "National Board Certification (NBC)/PhD".

c) If the employee does not renew his or her National Board Certification, he or she will be returned to a column reflective of their actual educational attainment without the National Board for Professional Teaching Standards Certification.

Section 22. The District annually will budget a sum of Three Thousand Five Hundred Dollars ($3,500), which shall be used as source of reimbursement to professional employees, within the limits and upon the conditions herein so described, for the deductible amounts which professional employees must pay under their personal insurance coverage, except in such instances where the cost of the damaged or stolen items is less than the deductible amount. This fund shall be utilized with respect to claims arising out of property damaged to (1) the professional employee's personal automobile while it is parked on school property during working time or otherwise during school events or meetings; and (2) equipment brought on school premises for educational purposes.

Claims for reimbursement for the current school year are to be submitted to the Superintendent not later than May 15th. All claims are to be in writing and shall be accompanied by appropriate documentation which shall include, but no be limited to, an affidavit from the professional employee, a copy of the insurance claim, a copy of the police investigative report and a copy of the cancelled check reflecting payment of the deductible amount. In the event the cost of the item to be reimbursed is less than the deductible amount, the claim must be

accompanied by a cancelled check evidencing payment for the repair/replacement of said item or items. The professional employee shall have the burden of establishing his/her claim. No claim will be paid under this Section if the professional employee's loss is found to have resulted from his/her own negligence or contributory negligence.

All claims for reimbursement will be considered at the end of the school year by a committee comprised of two representatives selected by the Administration and two representatives selected by the Association. All meetings and proceedings of the Committee shall take place outside of normal working hours. If this committee is deadlocked concerning whether sufficient proof has been submitted to warrant payment of a claim, then such claim, at the discretion of either party, may be taken to arbitration in accordance with Article VII of this Agreement. The decision of the Committee or the arbitrator in one case in no way shall be considered as a precedent in any other case. The payment for any claim shall not under any circumstance exceed $350. If the amounts of the allowed claims exceed $3,500, the $3,500 sum will be prorated among the claims allowed by the Committee or through arbitration.

Article VII

GRIEVANCE PROCEDURES

Section 1. Definitions:

A. "Grievance" as used in this Agreement shall mean a claim or complaint by a professional employee, employees or that there has been a violation, misinterpretation or misapplication of a provision of this Agreement.
B. The term "days" when used in this Agreement shall, except where otherwise indicated, mean school days; thus, weekend or vacation days are excluded.
C. "Association Representative" for the purpose of this Article shall mean: President, Grievance Chairperson, PSEA Uniserve Representative, PSEA Legal Council, or any designee appointed by the SDEA President.

Section 2. General Procedures:

A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum, and every reasonable effort shall be made to expedite the process.
B. In the event a grievance is filed after May 15, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as possible.
C. In the event a grievance is filed so that sufficient time as stipulated under all levels of the procedure cannot be provided before the last day of the school year, then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article and not under any succeeding Agreement.
D. The official grievance form, which is attached hereto read into and made part hereof and marked Addendum "C" shall be transmitted to the next step if the grievance is not resolved to the satisfaction of the aggrieved.

E. All communication concerning formal grievances shall be transmitted in writing to the aggrieved and the aggrieved shall also follow the same procedure of using written communication.

Section 3. Initiation and Processing:

A. Level I

1) An informal meeting shall be held with the immediate supervisor, there may be an Association Representative during these discussions. If the issue is not resolved, a formal grievance will be filed not later than ten (10) days following the event giving rise to the alleged grievance. In the event of an alleged continuing grievance, the time limits in this section shall be applied to the date of commencement of such continuing grievance. The grievance shall specify the portion(s) of the Agreement alleged to have been violated. A copy of the grievance form shall be delivered to the immediate supervisor. Written proof of such delivery is required. A copy shall be sent to the Superintendent.
2) Within ten (10) days of filing the grievance, a meeting shall take place between the immediate supervisor, the grievant and his/her representative if so selected. Within ten (10) days of the meeting, the immediate supervisor shall communicate to the aggrieved party and his/her representative the written disposition of the grievance.

B. Level II

1) Within ten (10) days of receipt of the decision rendered by the immediate supervisor, the decision of the immediate supervisor may be appealed to the Superintendent.
2) Appeals to the office of the Superintendent shall be heard within ten (10) days of receipt of the formal request. Written notice of the time and place of the hearing shall be given to the aggrieved person and his/her representative.
3) Within ten (10) days of hearing the appeal, the Superintendent of Schools shall communicate to the aggrieved person and the Association his/her written disposition of the grievance.
4) If a grievance affects a group or class of teachers working under different immediate supervisors, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at this level. Time limits for filing such grievance shall be the same as established in Level I.
5) The time limits set forth in Levels I and II may be extended by mutual consent provided both parties have reason to believe that the grievance can be resolved at a lower level.

C. Level III

If the grievant is not satisfied with the disposition of the grievance by the Superintendent, the grievance may be submitted to the Board of School Directors or a committee thereof, utilizing the following procedure:

1) A written request for a hearing date shall be presented to the Board within five (5) school days after receipt of the Superintendent's decision or if no disposition has been made within fifteen (15) days of the hearing.

2) The Board or a committee of the Board shall have twenty (20) school days after receipt of the grievance to schedule a hearing.

3) At a hearing of the Board, or committee of the Board, an oral presentation, not to exceed fifteen (15) minutes for a complaint, may be made by the complainant or their representative, and questions may be asked by members of the Board. The Board or a committee of the Board will have ten (10) school days to render a decision.

4) No new evidence or new witnesses shall be presented in oral or written form at the hearing that was not presented to either the Principal or Superintendent unless a reason is shown why it could not be presented originally.

5) The only administrators who will attend are the Superintendent and/or Assistant Superintendent, unless an administrator is considered a witness in the matter at issue. If they are not a witness then no other administrators will be present at that time.

6) The Board's Solicitor or other attorney representing the Board or the administration in the matter at issue may be present at Level III hearings.

7) The Association has the right to have its UniServ Representative or Association legal counsel present if desired.

8) The Association and the Board can caucus with their respective representatives as needed during the hearing. The side calling for the caucus will leave the meeting room and conduct the caucus in another room.

D. Level IV

1) If the grievant is not satisfied with the disposition of the grievance by the Board of School or a committee thereof or if no disposition has been made within fifteen (15) days, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, they shall be selected in accordance with the provisions of Article IX of the Public Employee Relations Act. The arbitrator shall have no power to alter, amend, add to, or subtract from the terms of this Agreement. The award of the arbitration shall be final and binding.
2) Each party shall bear the total cost incurred by itself.
3) The fees and expenses of the arbitrator are the only cost which shall be shared equally by the Board and the Association.

E. General Provisions:

1) No prejudice shall attend any person by reason of utilizing or participation in the procedures contained in this Agreement. Such use, however, shall not be abused.
2) 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.
3) An aggrieved party may withdraw from the grievance at any time. Such withdrawal shall constitute a final settlement of the grievance.
4) Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limit shall permit the aggrieved person to proceed to the next level. Failure at any level of the procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision rendered at that level.
5) All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
6) Envelopes containing a grievance or appeal form shall be clearly marked "grievance."

Article VIII

TEACHER-ADMINISTRATION LIAISON

Section 1. A committee shall be formed by the Association, and the Administration to discuss current school problems of concern. The committee shall meet monthly commencing with the month of October, outside of normal school hours, for the duration of the school year. Additional meetings may be mutually agreed upon.

Section 2. Both the Board and the Association recognize the importance of meeting and discussing matters affecting wages, hours, terms and conditions of employment, as well as the impact thereon. The Board further recognizes that it is required under the Public Employee Relations Act to meet and discuss at reasonable times on these matters upon request by the Association and hereby affirms its intention of complying with this requirement in good faith. The Board and Association recognize their responsibility to meet at mutually agreed upon times and intervals to discuss issues of concern, based upon, but not limited to, a written agenda submitted with advance notice of twenty-four hours.

Article IX

NO STRIKE – NO LOCKOUT

Section 1. It is understood there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement.

Section 2. Should a strike occur not authorized by the Association, following official written notice from the Board, will within the next school day publicly disavow such action. The Association will advise the Board in writing that such action has not be authorized or sanctioned and will advise its members to return to work immediately.

Section 3. The Board will not engage in any lockout during the life of this Agreement.

Article X

MISCELLANEOUS PROVISIONS

Section 1. Nothing contained in this agreement shall in any way abrogate or diminish the right of the Board to seek equitable relief in the courts when in the opinion of the Board a strike has occurred. The utilization of the grievance procedure established in this Agreement shall not be considered a prerequisite for such recourse to the court.

Section 2. The Board and the Association acknowledge that this agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties for the duration of the life or said Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, matter, issue or thing whether specifically covered herein or wholly omitted herefrom and irrespective to any other subject, matter, issue or discussed during the negotiations preceding the execution of this Agreement.

Section 3. In the event that subject matter is contained in this Agreement which is also provided for in the Public Schools Code and if said Public School Code establishes a procedure for the resolution of any disputes which may arise concerning any such subject matter, the procedure established by the School Code shall have precedence over the grievance procedure established in the Agreement. The grievance procedure of this Agreement shall not apply to disputes arising over the retention of or nonretention of temporary professional employees. Such disputes shall be resolved in accordance with statutory and common law.

Section 4. Nothing contained in this Agreement shall be so construed or implemented so as to be in derogation of any of the rights or obligations of the parties hereto and inconsistent or in conflict with, or in violation of the provisions of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

Section 5. If any of the provisions of this Agreement or its application thereof shall be held invalid for any reason, such invalidity shall not affect the other provisions or other application of this Agreement which can be given effect without the invalid provision of application and to that end; all provisions of this Agreement are deemed to be servable.

Section 6. Copies of this Agreement shall be printed, with cost shared equally by the SDEA and Southeast Delco Board of School Directors, within thirty (30) days after the Agreement is signed

and presented to all professional employees now employed or employed during the term of this Agreement.

Section 7. Nothing contained herein shall be construed so as to deny to any professional employee those rights as may exist under the Pennsylvania School Code of 1949, as amended or other applicable legislation. The rights granted under this Agreement shall be in addition to those provided by law or statutes, unless they contradict, or are in violation of, the School Code or other statute, in which case the applicable statute will control. Professional employees shall have the right to file a grievance under the collective bargaining agreement or request a hearing pursuant to sections 1121 through 1132 of the School Code, but not both.

Article XI

EFFECTIVE DATE AND TERMINATION DATE

This Agreement shall become effective on September 1, 2010, and shall terminate on August 31, 2012.

The parties through their duly authorized officers intending to be legally bound, hereby have set their hands and seals to day and year above written.

SOUTHEAST DELCO
EDUCATION ASSOCIATION

President

Secretary

SOUTHEAST DELCO BOARD OF
SCHOOL DIRECTORS

President

Secretary

ADDENDUM "A"

Southeast Delco School District

AUTHORIZATION FOR PAYROLL DEDUCTIONS

(Professional Dues)

I hereby authorize the treasures of the School District to make Professional Dues Deductions annually from my pay on ten consecutive pay days commencing with the second pay in November.

I understand that in the event I leave the District prior to the last deduction referred to above, the balance will be deducted from my final pay. I understand that if in the event I leave employment with the District, this authorization shall be valid only for the payments due for the balance of the school year.

This authorization shall remain in effect for the term of the current collective bargaining agreement between Southeast Delco School District and the Southeast Delco Education Association.

Date _____ Signature _____

ADDENDUM "B"

Work Year - Guidance Counselors

Guidance counselors shall work additional days beyond the end of the school year to prepare for the next school year. Those days will extend beyond the 190 days depending on the guidance counselor's assignment. The guidance counselor will receive per diem rate of pay for any additional days worked beyond the 190 days.

ADDENDUM "C'

GRIEVANCE REPORT FORM

Grievance #_____ Southeast Delco School District Grievance Report Submit to Principal in Duplicate	Distribution of Form: 1. Superintendent 2. Principal 3. Association 4. Teacher

STEP 1

A. Date Cause of Grievance Occurred: _____

B. 1. Statement of Grievance and Alleged Portion(s) of Contract

Violated: _____
_____
_____

Relief Sought: _____
_____
_____

Signature/Date: _____/_____

C. Disposition by Principal: _____
_____
_____

Signature/Date: _____/_____

D. Position of Grievant and/or Association: _____
_____
_____

Signature/Date: _____/_____

STEP II

A. Date Received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____
_____
_____

Signature/Date: _____/_____

STEP III

A. Date Submitted to Board of School Directors: _____

B. Disposition of the Board of School Directors: _____

_____

_____

Signature/Date: _____/_____

STEP IV

A. Date Submitted to Arbitration: _____

B. Disposition and Award of Arbitrator: _____

_____

_____

Signature/Date: _____/_____

ADDENDUM "D"

RETIREMENT SEVERENCE PAY

Upon retirement, under the State Retirement system, the Board shall pay the teacher for accumulated unused sick leave as follows:

Days at Retirement	Payment for Each Day
1-100	$45.00
101- 200	$55.00 (for days over 100)
201 - +	$69.00 (for days over 200)

The payment of accumulated unused sick leave upon retirement shall be conditioned upon the employee's notification to the District of their intent to retire at the end of the current school year by April 15th of each school year.

If a retirement notice is received on or after April 16th and continuing until the last day before the first teacher day of the next school year, the employee would receive three quarters of their accumulated unused sick leave.

If the employee plans to retire during the school year and that retirement date is before April 15th, they must provide 60 calendar days notice of their retirement.

This requirement may be waived by the Superintendent, where a change in the retirement law, or a family, or health emergency justify a lesser notification period.

In the event a teacher leaves the district, as provided by the School Code, after having completed five (5) years but less than ten (10) years in this District, the teacher is entitled to receive forty ($40) dollars for unused sick leave accumulated over twenty-five (25) which are transferable to another District.

An employee with ten (10) or more years of consecutive service in the District, who dies prior to retirement, shall have the benefit under this provision paid to his/her estate.

The District shall provide the option for a retiree to obtain health care insurance at the group rate. The retiree shall pay the premium if he/she elects to be covered in the plan.

ADDENDUM "E"

SUPPLEMENTAL SALARY SCHEDULE

The following summary shall apply for supplemental salaries for the term of this Agreement.

A. Each activity is assigned a number of units. For each unit the supplemental salary schedule is $90.00 per unit.
B. For department chairpersons, for each individual assigned over three, three (3) additional units shall be assigned up to a maximum of twenty-two (22) units. The twenty-two units shall be the maximum number allowable to be assigned for department chairpersons.
C. Three (3) persons supervised by department chairpersons are required before any compensation requirements attaches.

UNITS

Audio Visual -High School 32
Band 40
Baseball -Middle 32
Senior High Head 50
Senior High Asst 34
Basketball -Middle Head 32
Middle Asst.....22
Freshman 32
Senior High Head 68
Senior High Asst 46
Cheerleaders -Middle.....20
Senior High Fall 32
Senior High Winter 32
Class Sponsor -Freshman (2).....6
Sophomore (2).....12
Junior (2) 12
Senior (2).....18
Cross Country -Coed 50
Department Chairperson (for 3) 10
District Musical -Choreographer.....31
Director.....42
Instrumental Director.....22
Music Director.....39
Producer.....31
Stage Manager.....31
Vocal Director.....22
Field Hockey -Middle Head 32
Middle Asst 22
Senior -High Head 50
Senior High Asst 34
Football -Senior High Head.....86
Senior High Asst (3).....58
Freshman -Head.....34
Freshman -Asst.....24
Hi-Q.....6
Honor Society -Senior High 6
Intramurals -Fall (1 per each gr 1-8 bldg).....10
Spring (1 per each gr 1-8 bldg).....10
Winter (1 per each gr 1-8 bldg).....10
Mentor Teachers -Orientation (½ day August) ..2
Remainder of Year.....10
Newspaper -Elementary 20
Senior High.....20
Play Director -Head.....32
Asst 22

UNITS

Renaissance Sponsor.....32
Safety Patrol – Elementary 18
Soccer -Middle Head.....32
Middle Asst 22
Senior High Head 50
Senior High Asst.....34
Softball -Senior High Head 50
Senior High Asst.....34
Student Council Elementary 10
Interact @ APHS 28
Tennis -Girls.....28
Boys 28
Track -Middle Head (Coed) 32
Middle Asst (Coed) 22
Senior High Winter (Boys).....50
Senior High Winter (Girls).....50
Senior High Spring Head (Boys)..... 50
Senior High Spring Asst (Boys).....34
Senior High Spring Head (Girls).....50
Senior High Spring Asst (Girls) 34
Vocal Music Director.....18
Volleyball -Middle 32
Senior High Head 50
Senior High Asst.....34
Wrestling -Middle Head.....32
Middle Asst 22
Senior High Head 68
Senior High Asst 46
Yearbook -Elementary.....20
Senior High Sponsor.....32
Senior High Asst 16
Athletic Trainer.....275
Lacrosse – Head.....50
Lacrosse – Assistant.....34
Volleyball – Freshman.....32
Baseball – Assistant (7^{th} & 8^{th} grade)....22
Football – Head (7^{th} & 8^{th} grade).....32
Football – Assistant (7^{th} & 8^{th} grade)....22
Football – Assistant (7^{th} & 8^{th} grade)....22
Softball – Head (7^{th} & 8^{th} grade).....32
Softball – Assistant (7^{th} & 8^{th} grade).....22
Volleyball – Assistant (7^{th} & 8^{th} grade)..22

SOUTHEAST DELCO SCHOOL DISTRICT

2010-2011

Step	B	B+15	M	M+15	M+30	M+45	NBC/PHD
1	42,944	47,586	52,226	56,164	60,103	64,044	67,981
1.5	43,303	47,945	52,584	56,523	60,446	64,402	68,340
2	43,660	48,302	52,942	56,880	60,819	64,760	68,697
2.5	44,018	48,661	53,300	57,239	61,162	65,118	69,056
3	44,376	49,018	53,657	57,596	61,535	65,475	69,413
3.5	44,734	49,377	54,016	57,954	61,893	65,834	69,771
4	45,092	49,734	54,373	58,312	62,251	66,191	70,129
4.5	45,449	50,092	54,731	58,669	62,609	66,549	70,487
5	45,808	50,450	55,089	59,028	62,966	66,907	70,845
5.5	46,429	51,073	55,713	59,651	63,590	67,531	71,469
6	47,052	51,694	56,338	60,276	64,215	68,154	72,094
6.5	47,881	52,523	57,166	61,071	65,044	68,983	72,921
7	48,710	53,352	57,996	61,867	65,874	69,812	73,752
7.5	49,540	54,182	58,825	62,730	66,704	70,642	74,581
8	50,370	55,012	59,655	63,594	67,534	71,472	75,411
8.5	51,199	55,841	60,485	64,423	68,363	72,302	76,240
9	52,029	56,672	61,315	65,255	69,192	73,133	77,072
9.5	53,835	58,477	63,120	67,059	70,998	74,937	78,876
10	55,639	60,283	64,926	68,864	72,805	76,742	80,681
10.5	57,443	62,085	66,730	70,667	74,608	78,546	82,485
11	59,247	63,890	68,534	72,472	76,412	80,350	84,290
11.5	61,052	65,696	70,338	74,277	78,217	82,155	86,093
12	62,858	67,501	72,144	76,081	80,022	83,961	87,899
12.5	64,662	69,305	73,947	77,887	81,825	85,765	89,703
13	66,467	71,110	75,752	79,691	83,631	87,570	91,508
13.5	68,271	72,914	77,556	81,495	85,436	89,374	93,313
14	70,077	74,719	79,363	83,301	87,241	91,180	95,118
14.5	71,879	76,524	81,166	85,105	89,044	92,983	96,922
15	73,685	78,327	82,970	86,909	90,849	94,787	98,726

In Year 1 of the agreement, the pay increase will be in effect with the October 8, 2010 paycheck and will not be retroactive.

The salaries list above will be prorated because of the delayed start date.

SOUTHEAST DELCO SCHOOL DISTRICT

2011-2012

Step	B .	B+15	M	M+15	M+30	M+45	NBC/PHD
1	43,404	48,096	52,785	56,765	60,746	64,729	68,709
1.5	43,766	48,458	53,147	57,128	61,093	65,091	69,071
2	44,127	48,819	53,508	57,489	61,470	65,452	69,432
2.5	44,489	49,181	53,870	57,851	61,817	65,815	69,794
3	44,851	49,543	54,232	58,212	62,193	66,176	70,156
3.5	45,213	49,905	54,594	58,575	62,555	66,538	70,518
4	45,574	50,266	54,955	58,936	62,917	66,899	70,879
4.5	45,935	50,628	55,316	59,297	63,279	67,261	71,241
5	46,298	50,990	55,679	59,659	63,640	67,623	71,603
5.5	46,926	51,619	56,309	60,290	64,270	68,253	72,234
6	47,555	52,247	56,940	60,921	64,902	68,884	72,865
6.5	48,393	53,085	57,777	61,724	65,740	69,721	73,702
7	49,232	53,923	58,617	62,529	66,579	70,559	74,541
7.5	50,070	54,762	59,455	63,402	67,417	71,398	75,379
8	50,909	55,601	60,294	64,275	68,256	72,237	76,218
8.5	51,747	56,439	61,132	65,113	69,094	73,075	77,056
9	52,586	57,278	61,971	65,953	69,933	73,915	77,896
9.5	54,411	59,103	63,796	67,776	71,757	75,739	79,720
10	56,234	60,928	65,620	69,601	73,584	77,564	81,544
10.5	58,058	62,750	67,444	71,424	75,406	79,386	83,368
11	59,881	64,573	69,267	73,247	77,230	81,210	85,192
11.5	61,705	66,399	71,091	75,072	79,054	83,034	87,014
12	63,531	68,224	72,916	76,895	80,878	84,859	88,840
12.5	65,354	70,046	74,738	78,720	82,701	86,683	90,663
13	67,178	71,871	76,563	80,544	84,526	88,507	92,487
13.5	69,001	73,694	78,386	82,367	86,350	90,331	94,311
14	70,827	75,519	80,212	84,193	88,175	92,155	96,136
14.5	72,649	77,343	82,035	86,015	89,997	93,978	97,959
15	74,473	79,165	83,858	87,839	91,821	95,801	99,782

School Improvement
Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into by and between the Board of School Directors of Southeast Delco School District (Board) and the Southeast Delco Education Association (Association). The purpose of this agreement is to establish a framework of collaboration, as well as to articulate specific responsibilities in support of the implementation of an approved School Improvement Grant (SIG) project.

I. Turnaround Model

The Board and Association agree to begin a turnaround process at Academy Park High School by using the Transformation model under the School Improvement Grant project.

The following Required Activities are consistent with Pennsylvania's School Improvement reform plan. The Southeast Delco Board and Association agree to implement these activities as part of an approved School Improvement Grant project.

II. Required Activities

To assist the district in implementing the tasks and activities described in the School Improvement reform plan, the Board and Association will:

1. Increased Learning Opportunities
    a. District will lengthen the school day for students by 15 minutes to allow for additional advisory/intervention time for high caliber intervention and acceleration academic supports to be provided to all students.
    b. District will lengthen the school day for teachers by 15 minutes to allow for professional development and review of the data required under SIG. The Association and Board may mutually agree to accumulate the additional time to provide blocks of professional development and data review time during a half day or full day inservice. The District will compensate Association members as defined by the collective bargaining agreement for participation in this time based on the professional development and/or instructional activities hourly rate.
    c. District will lengthen the teacher calendar to 195 days to allow for summer intervention with students, transitional summer 9th grade academy, and professional development. The District will compensate Association members as defined by the collective bargaining agreement for participation in these days based on the professional development and/or instructional activities hourly rate.

2. Teacher Evaluation Process
    a. District will institute a new evaluation process to be used throughout the district to begin with the 2010-2011 school year as detailed in Addendum A.
    b. Board and Association agree to add on to this evaluation process (Addendum A) a component that takes into account data on student achievement growth as a significant factor. This component will begin to be utilized no later than the 2011-2012 school year.

Initials: _____ School Board _____ Association SDB Superintendent

III. Contract Negotiations

The Board and the Association agree to negotiate in good faith regarding all aspects of implementing a high quality school improvement plan. The Association agrees that its members will actively participate in the implementation of the reform plan by assisting the District in staffing after school programs funded under SIG, 21st Century Learning Centers, and Educational Assistance Program including tutoring, student mentoring programs, and extra curricular activities. The District will compensate Association members as defined by the collective bargaining agreement for participation in these programs.

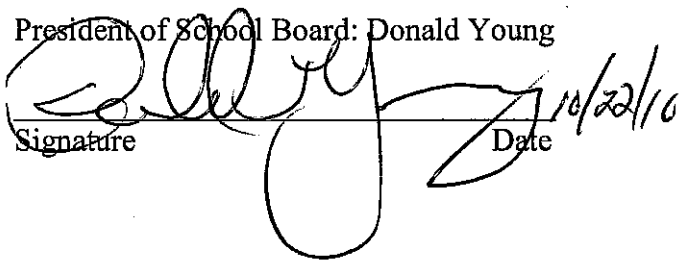
By way of the signatures below, the Board and Association agree that they will bargain in good faith regarding those elements of the District's Improvement plan that are mandatory subjects of collective bargaining or are contrary to any provision of the collective bargaining agreement between the Board and the Association; and further agree that those portions of the plan that are mandatory subjects of bargaining, as provided by the Public Employee Relations Act and decisions of the PA Labor Relations Board or courts, or are contrary to any provision of the collective bargaining agreement shall be implemented only upon agreement of the Board and the Association.

IV. Effective Dates

This MOU will take effect on the date of the last signature below and will continue in effect until the approved SIG project ends on June 30, 2013. This MOU will be reviewed by the Board and Association leadership by June 30th of each year to make sure that any necessary changes are made to allow full implementation of the SIG project.

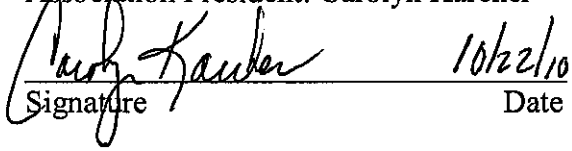
V. Signatures

President of School Board: Donald Young



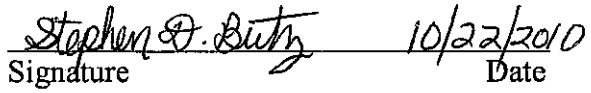
Signature 10/22/10 Date

Association President: Carolyn Karcher



Signature 10/22/10 Date

District Superintendent: Stephen D. Butz



Signature 10/22/2010 Date