

**COLLECTIVE BARGAINING AGREEMENT 2008- 2012
 BETWEEN
 TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
 and the
 TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION**

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**COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2008 - JUNE 30, 2012
BETWEEN
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
and the
TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION**

SECTION 1

1.01 RECOGNITION

TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION (hereinafter called the "Bargaining Agent"), is hereby recognized under this Collective Bargaining Agreement (hereinafter called the "Agreement") by **TREDYFFRIN/EASTTOWN SCHOOL DISTRICT** (hereinafter called the "Employer"), as the Bargaining Agent for all full-time teachers, part-time teachers, long-term substitutes, guidance counselors, certified school nurses, health room nurses, media specialists, and home and school visitor(s), (hereinafter called the "Bargaining Unit"), and for the Employees properly included in the Bargaining Unit under the conditions of Pennsylvania Law Act 195 and Act 88 providing for collective bargaining for public employees (collectively hereinafter called the "Employees").

Part-time Employees are those Bargaining Unit members who work less than a full daily or weekly schedule. A long-term substitute is a Bargaining Unit member who is hired to fill a temporary vacancy for a period of 45 days or more.

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

1.02 TERM OF AGREEMENT

The term of this Agreement shall begin July 1, 2008, and shall continue in full force and effect until June 30, 2012, or until such later date as the two parties may hereinafter agree is to be the extended termination date. Any such extended termination date shall be evidenced by an amendment to this Agreement to which amendment both parties shall signify their approval by affixing their signatures.

1.03 NO STRIKE - NO LOCKOUT PROVISION

Both parties agree faithfully to abide by the provisions of Pennsylvania Public Employee Relations Act 195 and Act 88.

As a condition of the various provisions of this Agreement to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

1.04 WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Section 2 attached to and made part of this Agreement and that the schedule of wages and salaries set forth in Appendix A (Professional Employee Salary Schedule) and Appendix B (Health Room Nurses Hourly Wages, Holiday Pay, and Field Trip Compensation) set forth herein shall remain in force for the term of this Agreement.

If the term of this Agreement shall be extended as provided in Section 1.02 above, and if mutually agreed upon changes result as a condition of such an extension, then a revised Section 2 shall be executed by the parties and attached to and made part of this Agreement.

1.05 OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Section 3 attached to and made part of this Agreement.

Any change in other Employee benefits to which the parties may agree (conditioned upon a change in the term of this Agreement, as provided in Section 1.02) shall be evidenced by a revised Section 3 which shall be executed by the parties and attached to and made part of this Agreement.

1.06 HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be effected by this Agreement are accurately reflected in Section 4 attached to and made part of this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree (conditioned upon a change in the term of this Agreement as provided in Section 1.02) shall be evidenced by a revised Section 4

which shall be executed by the parties and attached to and made part of this Agreement.

1.07 GRIEVANCE PROCEDURE

It is in the interest of the general public, and in the interest of the school children that both Employer and Employees serve, that grievances be reconciled expeditiously and equitably.

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Section 5 attached to and made a part of this Agreement.

1.08 JOB SECURITY

1.081 Seniority

During the term of this Agreement, seniority shall be the total number of years of continuous service with Employer as an Employee commencing on the date of approval by the Tredyffrin/Easttown School Board (hereinafter the "Board") and shall continue during Board approved leaves of absence and while an Employee is on furlough (professional employee only). For job security purposes only, the Employees who are employed to work less than the full work day/week/month/year shall be credited with seniority proportionately. Long-term substitute service does not apply toward district seniority under this section 1.08.

On or before February 15 of each school year, the Employer shall publish and provide for each Administrator and the President of the Bargaining Agent, a seniority list of all temporary professional and professional members of the Bargaining Unit, including all areas of certification that have been filed with the personnel office. Any discrepancy noted by the individual teacher should be documented and reported to the personnel office within thirty (30) days of the date the list is published. It is the responsibility of the individual Employee to have furnished a copy of certification within thirty (30) days of hiring and within thirty (30) days of receiving any new or deleted area(s) of certification.

1.081a The Employer shall develop a seniority list specifically for the Health Room Nurses. Should a Health Room Nurse apply for, and receive appointment to, a position of Certified School Nurse, seniority accumulated as a Health Room Nurse shall not be transferable, but shall not be lost. Said Employee shall remain on the Health Room Nurses Seniority List maintaining all seniority accrued and shall accrue seniority on the Certified School Nurse List.

1.082 Certification Removal

Annually, between October 1 and December 31, any holder of a Pennsylvania certificate may request the Department of Education to grant the removal of any area for which the certificate is endorsed if the applicant has not taught in the area for which deletion is sought within the previous ten years. During this period, the Employer will facilitate the removal of areas of certification from the Employee's certificate when requested. A moratorium for requesting certification deletions shall exist from January 1 through September 30 of each year to allow the Employer the opportunity to plan for the assignment of the certified staff in the ensuing school year.

Section 1.082 does not apply to Health Room Nurses.

1.083 Reduction in Staff

1. If any professional staff is reduced, any resulting furlough shall occur in inverse order of seniority within the area of certification to which the Employee is currently assigned. When two or more Employees have the same seniority, the Employee being suspended will be the last Employee to sign an individual contract. If two or more Employees sign on the same day and have the same seniority, the Employee to be suspended will be determined by drawing straws.

1a. If any Health Room Nurse staff is reduced, any resulting furlough shall occur in inverse order of seniority. Where two or more Employees have the same seniority, the Employee being furloughed will be the last Employee to be hired. If two or more Employees were hired on the same day and have the same seniority, the Employee to be furloughed will be determined by drawing straws.

2. When furloughs of Employees occur, Employer shall realign Employees to ensure that more senior Employees are provided with the opportunity to fill positions for which they are certified and which are being filled by less senior Employees.

3. Employer shall not fill vacancies for which new Employees would be hired if a one-move realignment could be accomplished, regardless of when or for what duration the Employee had taught in the other subject in which he/she was certified. This may be accomplished within the staff or by recall of a furloughed Employee.

4. The Employer shall not be required to checkerboard if it is not educationally sound. Section 1.083-4 does not apply to Health Room Nurses.

5. All furloughs shall be effected on the day following the last work day of the contract year. The Employer shall not be required to implement re-alignment between August 1 and the last working day of the contract year.

6. All Employee benefits will be provided by the Employer through August 31 following the date of the Employee's furlough.

1.084 Transfers

1. If an Employee is involuntarily transferred from one school to another, within the same area of certification, for a semester or more, that Employee shall be offered one (1) day at his/her per diem rate to adjust to the new assignment. The day shall be mutually agreeable to Employer and Employee.

2. If an Employee is involuntarily transferred/re-aligned from one area of certification to another area of certification, for a semester or more, that Employee shall be offered three (3) days at his/her per diem rate to adjust to the new assignment. The days shall be mutually agreeable to Employer and Employee.

3. If an elementary level Employee is involuntarily transferred/realigned from one grade level to another, for a semester or more, that Employee shall be offered one (1) day at his/her per diem rate to meet with a facilitator, or other team member as determined by the building principal.

Section 1.084 does not apply to Health Room Nurses.

1.085 Recall From Furlough

1. When vacancies occur, furloughed Employees will be recalled for positions for which they are certified in inverse order of furlough.

1a. When vacancies occur, furloughed Employees will be recalled for positions for which they are qualified (Health Room Nurses) in inverse order of their furlough.

2. If an Employee is recalled to a different school, but within the same area of certification, that Employee shall be offered one (1) day at his/her per diem rate to adjust to the new assignment. The day shall be mutually agreeable to Employer and Employee.

3. If an Employee is recalled to an area of certification different from the one in which he/she was teaching when furloughed that Employee shall be offered three (3) days at his/her per diem rate to adjust to the new assignment. The days shall be mutually agreeable to Employer and Employee. Section 1.085-3 does not apply to Health Room Nurses.

4. Each furloughed Employee shall be given the opportunity to fill a vacancy caused by resignation or Board approved leave and receive the same benefits currently being received by Employees. A furloughed Employee who is enrolled in college may choose, without loss of recall rights, to delay his or her recall to the end of the college semester. Furloughed Employees offered a position created by a temporary vacancy (Board approved leave) may refuse such position without loss of recall rights.

1.09 WAIVERS

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and no additional negotiations on this Agreement will be conducted on any item whether contained herein or not, during the life of this Agreement, unless agreed to in writing by both parties.

1.10 MAINTENANCE OF MEMBERSHIP

It is mutually agreed that Employees within the Bargaining Unit who have joined the Bargaining Unit or who join the Bargaining Unit during the term of this Agreement shall remain members for the duration of this Agreement, provided, however, that any such persons within the Bargaining Unit may resign from the Bargaining Unit during a period of fifteen (15) days prior to the expiration of this Agreement. If an Employee terminates his or her employment after he or she enrolls in payroll deduction plan but before the final deduction, the entire amount of the dues will be deducted from his or her final check. Any such deduction shall only be made if the Employer has received written authorization from the Employee to do so at the time payroll deduction is first authorized.

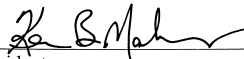
1.11 SEPARABILITY

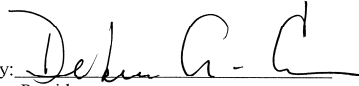
If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to Law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect if, during the term of this Agreement, a provision once declared invalid shall be deemed valid or partially valid, then the provision as originally embodied in this Agreement shall be re-stored in full force and effect to the extent of its validity under the then current law and/or administrative regulations of the State and Federal Government.

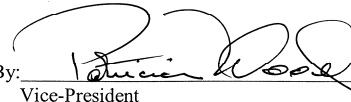
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested and their respective seals to be affixed the day and year first above written.

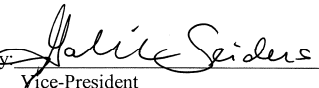
TREDYFFRIN/ EASTTOWN
SCHOOL DISTRICT

TREDYFFRIN/ EASTTOWN
EDUCATION ASSOCIATION

By: 
President

By: 
President

By: 
Vice-President

By: 
Vice-President

Date: 6/18/2008

Date: 6/19/2008

ATTEST:

By: 
Secretary

ATTEST:

By: 
Secretary

ATTEST:

By: 
Committee Member

ATTEST:

By: 
Committee Member

SECTION 2 - SALARIES AND WAGES

2.01 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meanings set forth below, unless the context indicates otherwise:

"Professional Employee" - a member of the Bargaining Unit as defined in the School Code.

2.01a For Health Room Nurses: "Professional Employee" - a member of the Bargaining Unit as defined in the School Code, or according to Act 195, as follows: any Employee whose work: (i) is predominately intellectual and varied in character; (ii) requires consistent exercise of discretion and judgment; (iii) requires knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent; and (iv) is of such character that the output or result accomplished cannot be standardized in relation to a given period of time."

"Temporary Professional Employee" - a member of the Bargaining Unit as defined in the School Code.

"Long-term Substitute" - a member of the Bargaining Unit who is hired to fill a temporary vacancy for a period of 45 days or more.

"Salary" - the annual compensation of an Employee based upon the then prevailing basic work-year for teachers, excluding compensation for other additional responsibilities or services beyond the basic work-year, as set out in the Salary Schedule.

"Contract Year" - The twelve-month period beginning July 1 of each year during the term of this Agreement or any extension thereof.

"District Service" - continuous service as a temporary professional, and as a professional employee in Tredyffrin/Easttown School District; or prior to July 1, 1970, in either Tredyffrin Township School District, Easttown Township School District or Paoli Area High School System.

2.02 SALARY

2.021 Salary - Initial Placement

The salary for Employees first employed (no prior professional teaching experience) shall be at Step 1 of the agreed Salary Schedule.

For Employees hired on or after the effective date of this contract, placement on the salary schedule will be at the step reflecting their education level and years of teaching experience, capped at Step 8. This cap may be waived at the discretion of the Employer.

For all new hires to the District, no Master's Equivalency (MEQ) will be recognized as a Master's Degree on the Salary Schedule.

Section 2.021 does not apply to Health Room Nurses.

2.022 Salary - Long-term Substitutes

2.022a Certified Professional Positions:

Substitutes who work twenty-one (21) consecutive school days or more for the same Employee shall be in the Bargaining Unit and shall receive two (2) times the prevailing per diem substitute rate capped at the per diem rate of salary level one, step one. When said substitute works forty-five (45) consecutive days in the same position the said substitute shall receive pay consistent with teaching experience and degree status in accordance with the Salary Schedule set forth herein.

No more than seven (7) years of comparable teaching experience (No more than ten [10] years of comparable experience for those long-term substitutes who have worked the equivalent of a minimum of one hundred twenty-five [125] days in each of three [3] years as long as the long-term substitute is replacing the same Employee for that contract year) shall be considered for salary computation during each year of this Agreement.

Only long-term substitutes (.6 or greater) who are hired to work under contract for a full year shall receive individual and family health care benefits as described in the Agreement with the exception of the following which will not be provided: the salary continuance program; i.e., long-term disability and life insurance. Long-term substitutes who were employed a full school year during the preceding year and continue his/her employment for the following semester(s) shall receive individual and family coverage. Semester long-term substitutes may pay for individual and family coverage at the Employee's expense.

2.022b Health Room Nurses' Positions

For days 1 to 45, a long-term substitute shall be paid the substitute nurse rate, and for days 46 and beyond, the long-term substitute shall receive the regular hourly rate for Health Room Nurses and benefits, if applicable, in accordance with Section 3.

2.023 Salary Progression

Effective July 1, 2008, through the end of the contract the salary of Employees will be determined by placing them on the Salary Schedule as agreed to by Employer and Bargaining Agent as set forth herein.

As of July 1, 2008; July 1, 2009; July 1, 2010; July 1, 2011; current Employees except those at maximum, will move one (1) vertical step on the Salary Schedule.

For all Employees hired prior to July 1, 1995, no Master's Equivalency achieved after January 1, 1997, will be recognized as a Master's Degree on the Salary Schedule.

Section 2.023 does not apply to Health Room Nurses.

2.024 Communication of Salary Schedule

The Association President or designee will be provided an electronic matrix of staff listing date of hire, name of hire, column, step, and salary. This will be provided no later than October 15th of each school year. As hires are approved by the Board, the Association President or designee will be notified.

2.03 ADVANCED STUDIES ASSISTANCE

2.031 Written Approval

Prior written approval of the Director of Instruction, Staff Development and Planning or his/her designee is required for reimbursement of all undergraduate/graduate/in-service courses. On-line courses will be eligible for reimbursement as described in section 2.034. Upon proper proof of completion of a course or in-service credit, submitted within 90 calendar days from receipt of a grade, the following reimbursement schedule shall apply:

Grade of A or equivalent	80% of Tuition Costs - capped at the highest Penn State Great Valley Center part-time graduate per credit hour tuition for 15 credits.
Grade of B or equivalent	75% of Tuition Costs - capped at the highest Penn State Great Valley Center Part-time graduate per credit hour tuition for 15 credits
Grade of C or equivalent	No reimbursement

Grade of D or equivalent No reimbursement and no horizontal movement on the Salary Schedule

Prior written approval will not be given unless the course or in-service credit relates to that teacher's certification and/or a teaching certificate and/or degree, which must be of benefit to the Employer. Once 15 credits have been approved in a contract year, no further credits will be approved or counted for salary advancement. The only exception will be those professional staff members approved for professional leave for study for an academic year who are approved for 18 credit hours.

Bargaining unit members enrolled in graduate degree programs as of the date of ratification of the 2004-2008 contract where tuition exceeds the Penn State – Great Valley graduate part-time per-hour rate will be reimbursed under the guidelines of the 1998-2004 TEEA contract.

In a course that is designed and only offered on a Pass/Fail basis, a pass will be considered an A.

A bargaining unit member who leaves the District due to resignation or retirement prior to completion of one calendar year after completion of a course(s) shall be required to reimburse the District for 100% of the tuition paid by the District. Exceptions to this may be approved by the District Superintendent.

2.031a Health Room Nurses

Health Room Nurses are eligible for tuition reimbursement as described in Section 2.031. Course work must have prior approval by the Director of Individualized Student Services or designee. The course work or continuing educational course work must be relevant to the Employee's job responsibilities and benefit the School District.

2.032 Salary Adjustment

During the first contract year 2008-2009, Professional, Temporary Professional Employees and Long-term Substitutes (one semester or longer per contract year) who provide the Director of Personnel with an official transcript evidencing the attainment of an advanced degree (Master's, Master's +15, Master's +30, Master's +45, Master's +60, Doctorate) prior to February 1, will receive a salary adjustment in accordance with the Salary Schedule set forth herein, retroactive to July 1. If the transcript is received after February 1, the adjustment shall go into effect as of July 1 of the next school year. All District approved coursework to be counted must be taken since the last level change determination.

During the subsequent years of the contract, Professional, Temporary Professional Employees and Long-term Substitutes (one semester or longer per contract year) who provide the Director of Personnel with an official transcript evidencing the attainment of an advanced degree (Master's, Master's + 15, Master's + 30, Master's + 45, Master's + 60, Doctorate) will receive a salary adjustment in accordance with the Salary Schedule set forth herein, on the next available pay date. All District approved coursework to be counted must be taken since the last level change determination.

Section 2.032 does not apply to Health Room Nurses.

2.033 Responsibility for Reimbursement

Responsibility for requesting written course approval from the Director of Instruction, Staff Development and Planning or his/her designee and providing evidence of credit shall rest with the Employee. Reimbursement is contingent upon receipt of an official transcript and tuition cost statement by the personnel office verifying degree and credit status.

For Health Room Nurses, see section 2.031a.

2.034 Course Work

Although such course work need not lead to an advanced degree, it shall relate to the teacher's position and/or new certification and/or degree which must be of benefit to the Employer.

Irrespective of reimbursement, additional educational credits will only qualify for horizontal movement on the Salary Schedule if approved in advance by the Director of Curriculum, Instruction, Staff Development and Planning or his/ her designee. Online credits, up to six (6) credits per year, may be earned when the credits are part of a Master's or Doctoral program from a non-virtual institution, such as Penn State Great Valley Center.

With regard to movement on the salary schedule, three (3) credits of the fifteen (15) permitted in a contract year may be online credits from a non-virtual institution, such as Penn State Great Valley Center.

No credit from virtual institutions such as the University of Phoenix will be permitted.

Each 15 credit increment must include nine credits from a degree granting college or university. The remaining credits may be earned through Pennsylvania Intermediate Units.

For Health Room Nurses, see section 2.031a.

2.04 HOMEBOUND INSTRUCTION

The Employer shall remunerate members of the Bargaining Unit called upon to provide homebound instruction during the term of this Agreement at no less than \$47.83 per hour as of July 1, 2008; \$50.22 per hour as of July 1, 2009; \$52.73 as of July 1, 2010; and \$55.37 as of July 1, 2011.

The Employee shall provide the Building Principal with a bi-weekly program report on the achievement of the homebound student being tutored.

Section 2.04 does not apply to Health Room Nurses.

2.05 MILEAGE REIMBURSEMENT

Members of the Bargaining Unit will be reimbursed at the current allowable IRS per mile rate for use of their personal car for school directed business so long as proper written advanced authorization has been given by persons authorized by the Superintendent. The current available IRS per mile rate is posted on the TESD Intranet located at www.tesd.net.

2.06 PAYROLL DEDUCTION

The Employer agrees, upon receipt of an Employee's written authorization, to provide payroll deductions for PSERS retirement credit purchases, local earned income taxes, short term income protection insurance, Keystone Federal Credit Union, PACE (Political Action Committee for Education), United Way and/or Board approved tax sheltered annuities and investment plans as established in Section 403(b) and/or 403(b) (7) and/or 457 (b) of the Internal Revenue Code. The Employer shall select the carrier(s) to be used for the above purposes from time to time.

2.07 INSTRUCTIONAL TEAM FACILITATORS AND DEPARTMENT CHAIRPERSONS: COMPENSATION

The Employer in its sole discretion shall decide whether or not team facilitators and/or department chairpersons shall be appointed to serve for the Employer. In the event team facilitators or department chairpersons are currently approved by the Employer, those appointments may, at the discretion of the Employer, be terminated, modified or renewed at any time during the contract term. In the event team facilitators or department chairpersons are ap-

pointed, or if there are existing appointments and those appointments are continued, then the additional compensation for the team facilitators and/ or department chairpersons shall be as follows through the term of this Agreement.

The Employer shall provide additional compensation of \$4,555 for a full year's service as a facilitator or High School Department Chairperson.

The Employer or its designated representative shall evaluate annually the performance of each team facilitator and department chairperson, and its evaluation shall be final and not grievable or subject to the grievance procedure in Section 5.

It is the intent of this provision of the Agreement to have the parties thereto bargain solely for the compensation to be paid team facilitators and department chairpersons provided such facilitators and chairpersons are appointed by the Employer and continued as such from time to time throughout the term of this Agreement. The policy establishing team facilitators and department chairpersons and the performance evaluations that are conducted in regard to same, are to remain within the sole discretion of the Employer.

If any change, addition, or consolidation of these positions occurs during the term of the Agreement, the compensation for such positions will be agreed to in writing by both parties.

Section 2.07 does not apply to Health Room Nurses.

2.08 REIMBURSEMENT FOR UNUSED SICK DAYS

The Employer agrees to reimburse Employees who retire under the provisions of the Public School Employees' Retirement System, so long as the Employee provides the District 90 calendar days notice of retirement. This requirement will not apply if the retirement is a disability retirement. The reimbursement will be at one-third of the Employee's full-time per diem rate per unused sick day to a maximum of one hundred thirty (130) days for years one and two of this contract and one hundred thirty-five (135) days thereafter. The Employer agrees, at the Employee's request, to contribute this reimbursement in the employee's tax sheltered annuity 403(b) plan and 457(b) as permitted by law.

2.08a For Health Room Nurses, the Employer agrees to remunerate full and part-time members of the Bargaining Unit who retire under the provisions of the Public School Employee's Retirement Code for unused sick leave days at the rate of 1/3 of their per diem rate, but not less than \$50, up through a maximum of one hundred thirty (130) days for years one and two of this contract and one hundred thirty-five (135) days thereafter.

2.09 PAY PERIODS

The Employer will pay the Employee 1/26 of his or her salary for each of the first twenty (20) pay dates, with the balance to be paid on the 21st pay date.

The Employer will begin the pay year in September, guaranteeing two bi-weekly pays in the first month. By the first teacher day of the school year, the Employer will publish and distribute a list of the scheduled Employee bi-weekly pay dates. This pay schedule will be followed by the District unless unforeseen events or circumstances require temporary modifications. In such an event, advance notice will be given to the Bargaining Unit, and when possible, every effort will be made to move the pay date to an earlier date.

2.10 WORKSHOP PAY

The Employer in its sole discretion shall decide whether or not to hold workshops and determine the length of a workshop day. Each workshop shall be scheduled for a minimum of four (4) hours at a rate of \$40.00 per hour. The Employee shall be paid for the pre-established number of hours as posted in the workshop listings material. See Section 2.10a for Health Room Nurse rates.

2.10a For Health Room Nurses, the Employer will pay the Employee's regular hourly rate for participating in District sponsored and/or approved workshop programs. In addition, the Employer will pay an additional \$5.00 per hour for presentation of a District sponsored and/or approved workshop program.

2.11 MENTOR PROGRAM

The Employer agrees to pay participating Bargaining Unit members \$1,472 for a full year's service as a support teacher in the Induction Program or as a mentor for District initiatives.

Any Employee transferred to a new team, grade level, course assignment or area of certification may request that he/she participate in the induction plan. The final decision will be made by the Superintendent of Schools or his/her designee after consultation with the Employee making the request.

Section 2.11 does not apply to Health Room Nurses.

SECTION 3 - OTHER EMPLOYEE BENEFITS

3.01 MEDICAL INSURANCE

Effective with the 2008-2009 school year the Employer agrees to provide to all full time Employees (.6 or greater) one of the following health care plans.

Blue Cross/Blue Shield C1F1O2 including Prescription Select 10/20/35 Employee and eligible dependents with an annual Employee premium contribution of \$480 for single coverage; \$840 for husband and wife or Employee with child or Employee with children; \$960 for family in the first two years of the contract. In the third and fourth years of the contract, the annual Employee contribution will increase to \$540 for single; \$900 for husband and wife or Employee with child or Employee with children; and \$1020 for family.

Employer will allow Employees to continue to purchase PC5 including 10/20/35 prescription selection at his/her own expense. Such expense to be determined by taking the net annual difference between PC5 and C1F1O2. All Employee contributions in Section 3.01 still apply.

For the purpose of dependent health care coverage, "eligible dependents" shall mean as follows:

- a. An Employee's spouse under a legally valid existing marriage. During the term of this Agreement, if domestic partnership is recognized by the Commonwealth of Pennsylvania, the District will recognize domestic partnership for the purpose of defining eligible dependents.
- b. An Employee's unmarried child who is continuously financially supported by the Employee, or whose coverage is the responsibility of the Employee under the terms of a release or court order (including any stepchild or legally adopted child or child pending formal adoption) under age 19. If an unmarried child age 19 is a full-time student in an accredited school, college or university, he/she is dependent until he/she reaches age 23;
- c. An Employee's unmarried child 19 or older who, as determined by the Plan, is incapable of self-support due to physical or mental incapacitation; and
- d. As defined by the Internal Revenue Service (IRS) guidelines (subject to underwriting approval).

The Employer agrees to provide all Employees a current health benefits program booklet describing the specifics of the medical insurance program as soon as the booklet is received from the carrier in printed form.

The Employer shall have the right to change the carrier to be used from time to time.

3.01a Effective with the 2008-2009 school year the Employer agrees to provide to all Health Room Nurses who are authorized to work 25 hours or more per week one of the following health care plans.

Blue Cross/Blue Shield C1F1O2 including Prescription Select 10/20/35 Employee and eligible dependents with an annual Employee premium contribution of \$480 for single coverage; \$840 for husband and wife or Employee with child or Employee with children; \$960 for family in the first two years of the contract. In the third and fourth years of the contract, the Employee annual contribution will increase to \$540 for single; \$900 for husband and wife or Employee with child or Employee with children; and \$1020 for family.

Employer will allow Health Room Nurses to continue to purchase PC5 including 10/20/35 prescription selection at his/her own expense. Such expense to be determined by taking the net annual difference between PC5 and C1F1O2. All Health Room Nurse contributions in Section 3.01a still apply.

3.01b Effective 7/1/08, or as soon as reasonably practical thereafter, the District will offer an Alternate Medical Insurance Plan that the District determines can be offered to Employees without an Employee Premium Share. If, however, fewer than fifty (50) members of the bargaining unit are enrolled in the Alternate Medical Insurance Plan as of June 30, 2010, the District may discontinue offering such plan thereafter.

3.02 GROUP LIFE INSURANCE

The Employer shall provide and pay the premium for group term life insurance of 100% of salary rounded to the next higher \$1,000 with double indemnity clause (accidental death and dismemberment) for each Employee for the term of this Agreement to age seventy (70). The Employee shall have the option of purchasing supplementary group insurance at no cost to the District, other than clerical costs associated with payroll deduction, if the carrier is willing to provide such an option.

3.03 GROUP DENTAL CARE INSURANCE

The Employer agrees to provide and pay on behalf of Employees and eligible dependents during the term hereof the premium for a Dental Care Program. The program shall provide for a deductible of \$25 per person (\$75 per family - maximum), with diagnostic and preventive services exempt. The program will include coverage at 75% of the UCR (Usual, Customary and Reasonable) for Prosthetics, Crowns, Inlays, Onlays and periodontics to a maximum of \$2,500 per school year for each eligible Employee.

The Employer agrees to provide and pay during the term of this Agreement an orthodontic rider which provides coverage for Employees and their eligible dependents to age 19. Payment for the benefit will be made at 75% of UCR (Usual, Customary and Reasonable) rates with a lifetime non-renewable maximum of \$2,000. The Employer shall have the right to select the carrier to be used from time to time.

The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of the Group Dental Care Insurance and Orthodontic Rider, as soon as the booklet or addendum is received from the carrier in printed form.

3.04 DISABILITY INSURANCE

The Employer shall provide and pay the premium for long-term disability insurance beginning on the 61st calendar day of absence for each eligible Employee; coverage for this insurance shall be 66 2/3% of the employee's salary per month (to age 70) for each year of this Agreement.

3.05 VISION CARE

The Employer shall provide and pay the premium for vision care equal to or better than the Blue Cross Davis Vision Plan for eligible Employees and eligible dependents during the terms of the Agreement. The program shall include a \$20.00 deductible per individual per benefit period.

The Employer shall have the right to select the carrier from time to time.

The Employer agrees to provide to the Membership a list of participating doctors.

The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of Blue Cross Davis Vision coverage as soon as the booklet is received from the carrier in printed form.

3.06 DUPLICATE COVERAGE/MEDICAL COVERAGE WITHDRAWAL BONUS

The Employer will allow each Employee and his/her eligible dependents to enroll in only one District Medical Insurance Program in a benefit year. See Section 3.01 for definition of eligible dependent.

Any Employee who has sufficient Medical Insurance from (1) another source outside the District or (2) a family member on District insurance, may apply for the Withdrawal Bonus for the year in which he/she does not personally enroll in a District plan because of one of the two options above. In consideration thereof, an Employee will be paid a bonus of \$2,000 in 2008-2012, for each year not enrolled in a District Medical Insurance Plan.

The annual enrollment shall commence with the start of the fiscal year, July 1. Employees must make their insurance choice annually, prior to this date. In the event an Employee who has "opted out" experiences a change in family status or an emergency, the Employer will require a request in writing for reinstatement to the District Plan, and the Employee will be reinstated (subject to underwriting approval) forfeiting all withdrawal bonus monies for that fiscal year.

3.07 WITHHOLDING DUES

The Employer agrees, upon receipt prior to October 1 (only new Employees on December 1 or March 1) of any year, of an Employee's signed authorization, to provide over the remaining pay periods, payroll deduction of Tredyffrin/Easttown Education Association, Pennsylvania State Education Association, and National Education Association dues. If a professional Employee terminates his or her employment after he or she enrolls in payroll deduction but before final deduction, the entire amount of the dues will be deducted from his or her final check. Any such deduction shall only be made if the Employer has received written authorization from the Employee to do so at the time payroll deduction is first authorized.

The Employer agrees, upon receipt of the names from the Bargaining Agent, to provide payroll deductions of the fair share fee from non-members, as allowed by law. The amount will be the percentage established for Tredyffrin/Easttown Education Association, Pennsylvania State Education Association, and National Education Association dues.

If the Bargaining Unit member terminates his/her employment before the final deduction, the entire amount for the fair share will be deducted from his/her final check.

The Bargaining Agent shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments or other forms of liability including legal fees and costs that shall arise out of or by reason of action taken by the Employer in reliance upon documents furnished by the Bargaining Agent to the Employer in complying with, and with regard to performance of, any of the provisions in this Section 3.07.

3.08 SICK DAYS

Employees shall accrue and use sick days in accordance with School Code. The Employer shall not deduct FICA contributions for sick days, except as required by law.

During the term of this Agreement, Employees shall be permitted to use up to five (5) of their accrued, unused sick days per contract year for care of an immediate family member as defined under Section 3.09 of this Agreement.

3.08a For Health Room Nurses, those members scheduled for five (5) days per week shall receive ten (10) sick days per year, cumulative without limitation; for Health Room Nurses working less than five (5) days per week, sick day allocation shall be prorated, cumulative without limitation. Health Room Nurses shall be permitted to use up to five (5) of their accrued, unused sick days per contract year for care of an immediate family member as defined under Section 3.09 of this Agreement.

3.09 BEREAVEMENT LEAVE

Whenever the Employee shall be absent from duty because of a death in the immediate family of said Employee, there shall be no deduction in salary of Employee for an absence not in excess of three (3) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law, or near relative who resides in the same household or any person with whom the Employee has made his/her home. The Superintendent of Schools or his/her designee may extend the period of paid leave of absence as the circumstances may warrant.

When an Employee is absent due to the death of a near relative, there shall be no deduction in the salary of said Employee for absence on the day of

the funeral. A near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law. The Superintendent of Schools or his/her designee may extend the period of paid leave of absence as circumstances may warrant.

Employer shall notify the President of the Bargaining Agent of Employer's decision.

3.10 PERSONAL DAYS

Each Employee shall be granted two (2) personal days per contract year with pay and, subject to the provisions of this paragraph, three (3) unpaid personal days. Personal leave shall be prorated by full time equivalent (FTE). An Employee who does not use his/her paid personal days during any year of this contract shall have the right to carry over up to three (3) days into the next contract year. The Employee shall be reimbursed up to two (2) days not used during the current contract year nor carried over into the next contract year. The maximum number of paid and unpaid personal days an Employee can take in any contract year shall be five (5). Paid personal leave must be used before unpaid leave becomes available except as described in Section 3.101.

Also an Employee shall not be reimbursed for more than two (2) unused and/or carried over paid personal days at the end of any contract year. Employees on a half-year sabbatical receive one (1) paid personal day and their long-term substitutes receive one (1) paid personal day. Employees on a full year sabbatical receive no paid personal days. Their long-term substitutes receive two (2) paid personal days.

A written request stating the day(s) requested shall be submitted to the building Principal/Supervisor at least three (3) working days prior to the personal day(s).

No more than ten (10%) percent of the Employees but not fewer than two (2) within a work location are eligible during a scheduled work day. Special Area staff will be counted at work location where the individual spends the greatest proportion of the work week.

In case of dire emergency(s), Principal/Supervisor may waive the three-day request requirement and exceed the ten (10%) percent limit within a work location.

3.101 Restricted Leave Day

Employees' use of personal leave on days before or after District holidays and on the first or last student day of the school year will be permissible

according to the following parameters:

The day must be requested at least three working days in advance but no sooner than July 1 for the first semester of the school year and January 1 for the second semester of the school year. (Semester shall be defined by the secondary school calendar.)

The day will be unpaid, and will be deducted from the annual maximum personal leave allowance.

A maximum of one personal leave day may be requested per year pursuant to these parameters.

The Employee must be present at work on the day before the requested leave day or the day after as the case may be.

No more than five percent (5%) of bargaining unit members, but no fewer than 2 members, may use this day at each school location.

3.11 JURY DUTY/COURT APPEARANCES

An Employee may be excused from work with pay for jury duty or if subpoenaed for appearance in court concerning matters related to the Employee's duties, provided the matter is not a claim brought by the Employee or the Association against the District.

3.12 CHILD BEARING LEAVE AND CHILD REARING LEAVE OF ABSENCES

This section of the Collective Bargaining Agreement applies to Employees who submit for approval after July 1, 2008 for leaves commencing on or after September 1, 2008.

The Employer shall approve leaves of absence without pay for child rearing purposes for the duration of the school year, commencing with child-birth or the receipt of a child who has not reached six years of age. The Employee may request a second full year leave of absence for child rearing. The use of the second school year shall be known as "Extended Child Rearing Leave." An Employee may use this "extended child rearing leave option" a maximum of two times within a six year period, and there must be a duration of one full school year of service between applications for extended child rearing leave. This six year time period shall commence with the birth of a child or receipt of a child which leads to the use of extended child rearing leave, and shall end six years from this date.

The Employee shall be required to notify the District in writing at least sixty (60) calendar days in advance of any anticipated leave for child rearing purposes, or for the receipt of a child under six years of age. The Employee shall return to a position in his or her area of certification at the commencement of a school year. The Employee shall give written notice to the Director of Personnel at least sixty (60) calendar days in advance of any change in intended date of return. Exceptions may be made in cases of medical emergency which override ability to provide sixty (60) calendar days notice.

An Employee taking a leave of absence pursuant to this section shall be entitled to his or her annual increment for any year, provided that Employee is in service in the School District for at least one marking period during the year in which such leave is taken. This marking period shall be defined by the secondary school calendar.

The use of child rearing leave provided herein shall not be interpreted to prevent an Employee from using other leaves provided by this contract or the School Code.

Any Employee who fails to return within fifteen (15) calendar days of the end of this child rearing leave period will receive written notice of the consequences of not returning. The Employee shall be considered to have abandoned his or her contract of employment and to have voluntarily resigned. The only exception to this is the Employee who has been approved by the Employer for a leave of absence other than that contemplated under this section of the Collective Bargaining Agreement.

Medical, prescription, dental and, vision benefits will be provided during this leave period, but only at the Employee's expense. Employees may split the coverage, if permitted by the carrier, and if it is at no cost to the Employer. If the Employee is determined to be disabled pursuant to Section 3.04 above, Employer shall pay premium for the benefits enumerated in this paragraph during such disability. Additionally, during Section 3.04 disability, an Employee may utilize sick leave pursuant to Section 3.08.

The Director of Personnel or his/her designee will explain to employees wishing to take leaves of absence for childbearing and child rearing or for the receipt of a child under the age of six years that there are two types of leave entitlements.

Family Medical Leave under the federal Family Medical Leave Act [FMLA]. The application of FMLA leave will be in accordance with District policy and regulation and the Family Medical Leave Act. Employees who wish to take a leave of absence for childbearing and child rearing or for the adoption of a child will be required to use FMLA leave for that purpose. This

leave may run concurrent with other types of available leave.

Child Rearing Leave according to the provisions of this section of the TEEA Contract. Unlike FMLA leave, Child Rearing Leave is optional. In other words, an employee is not required to take Child Rearing Leave for the purpose of childbearing and child rearing or for the adoption of a child.

Employees may request a second full year of child rearing leave under the TEEA Contract subject to the limitations set forth in this section. For example, employees may request approval for "extended child rearing leave" only two times within a six year period as defined in this section.

It is agreed that the intent of this section of the TEEA Contract is that employees will return to a position in their area of certification at the commencement of the school year following the school year during which the child rearing leave commenced unless the extended child rearing leave option is selected.

If an Employee on leave is faced with a life altering event which necessitates an earlier than approved date of return from child rearing or extended child rearing leave, the Employee may petition the Board to do so with 60 calendar days written notice prior to the requested return date. Approval of such request is at the sole discretion of the Board, but shall not be unreasonably denied. Exceptions to the 60-day notice requirement may be approved on a case-by-case basis. In all other circumstances, Employees may return earlier than the approved date of return with 60 calendar days notice at the beginning of the next semester.

3.13 SABBATICAL LEAVES

Sabbatical leaves of absence for restoration of health and leaves of absence for professional development and classroom occupational exchange (hereinafter referred to as "other compensated leaves") shall be granted in accordance with the provisions of the Public School Code of the Commonwealth of Pennsylvania, Section 5-522.2 as set forth in Appendix C (Classroom Occupation Exchange) and Section 11-1166 as set forth in Appendix D (Persons Entitled), as amended or as may be amended during the term of this contract, and subject to the following guidelines:

1. The Employer reserves the right to specify the conditions under which sabbatical leaves for the restoration of health may be taken consistent with applicable law.
2. The Employer may limit the numbers of sabbatical leaves of absence or other compensated leaves granted in any semester to ten (10) percent

of the number of persons eligible for such leave.

3. To be eligible for a sabbatical leave or other compensated leaves, the Employee shall have completed ten (10) years of satisfactory service as a professional employee in the Public Schools of the Commonwealth and at least five (5) consecutive years of such service shall be with the Employer.

4. Applications for sabbatical leave or other compensated leave shall be submitted on the form provided by the Employer and forwarded with the required documentation to the Superintendent as soon as possible. Except in cases of illness or accident, all applications for sabbatical leave or other compensated leave for the fall semester of the following school year or the full year shall be received in Employer's office by April 15. Similarly, except in cases of illness or accident, all applications for sabbatical leave or other compensated leave for the spring semester of the current school year shall be received in Employer's office by September 15. The Employer may waive this requirement.

5. Except as otherwise permitted by applicable law, sabbatical leaves and other compensated leaves shall only be granted for one (1) school semester; a full school year, two (2) consecutive semesters, or two non-consecutive semesters within two (2) calendar years. In the event an Employee enrolls in a full-year trimester program, calculation of minimum requirements for professional development as set forth in Section 1166.1 of the School Code as set forth in Appendix E (Leaves of Absence for Professional Development) shall be averaged over the year and the Employee shall spread the credits over the trimesters as evenly as possible.

6. During the period of sabbatical leave or other compensated leave, an Employee shall be compensated at one-half the base salary to which the Employee would have been entitled to had the Employee not taken the leave. In addition, the Employee shall be entitled to continuation of insurance benefits during the term of the leave. Upon approval the District shall furnish the Employee a statement of his or her gross salary for the school year in which the leave occurs.

7. Time worked during a split sabbatical or other compensated leave shall count toward the time requirements for subsequent sabbatical leaves or other compensated leaves of absence.

8. Sabbatical leaves or other compensated leaves already granted may not be rescinded by the applicant for the spring semester after the November Board meeting and for the Fall semester after the June Board meeting unless circumstances warrant.

9. A leave of absence for professional development shall be directly

related to the professional responsibilities as determined by the Board of School Directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth, for a professional certificate or commission to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the Board of School Directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. The minimum requirements for professional development as set forth in § 1166.1 of the School Code shall apply to employees requesting a leave for professional development. In addition, the Employee requesting a leave of absence for professional development shall submit to the Board of School Directors a detailed plan describing the professional development activities to be undertaken. The Board of School Directors shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the Employee shall provide to the Board of School Directors satisfactory evidence that the Employee's approved plan for professional development was fully complied with during the leave of absence. If the Employee fails to do so, unless prevented by illness or physical disability, the Employee shall forfeit all benefits to which said leave would have been entitled under the provisions of the School Code for the period of absence for professional development.

Section 3.13 does not apply to Health Room Nurses.

3.14 FAMILY AND MEDICAL LEAVE ACT

The following section of the Collective Bargaining Agreement shall become void should the District enact a policy and regulation containing the provisions defined in Section 3.14. This section of the Collective Bargaining Agreement is valid as long as the District does not have a policy and regulation containing these provisions during the term of this Agreement. This provision shall also be null and void in the event that the Family Medical Leave Act is repealed.

General Entitlement

The Employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations, including the following clarifying provisions. Nothing in the Agreement shall be construed to lessen or diminish the rights guaranteed to the Employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in the Agreement or are guaranteed by statute, except as specifically provided herein. All definitions within this section shall correspond to those defined in the Act and its regulations.

Spouses

If both spouses are employed by the District, each Employee shall be individually entitled to all FMLA leave rights.

Leave Year Calculation Method

The calculation of the leave year (12 month period) shall correlate with the school term for Employees, beginning with the first work day for the term for Employees.

Paid or Unpaid Leave for FMLA Purposes

Other paid or unpaid leave provided for in this Agreement or by statute shall not be used for FMLA qualifying purposes until the tenth consecutive day of absence. Additionally, such leave will not be retroactive back to the first day of said leave.

SECTION 4 - OTHER TERMS AND CONDITIONS OF EMPLOYMENT

4.01 SCHOOL YEAR

The teacher work years, commencing July 1, 2008 and July 1, 2009 shall consist of 190 days. One hundred eighty-two (182) of these days will be scheduled as instructional days for students, including a full instructional day for students on the first student day. For teachers returning to the District, the work year will begin on the Wednesday before Labor Day. For teachers new to the District, the summer academy program will begin on the Wednesday preceding the first day for returning staff. Eight (8) days of professionally related activities for the 2008-2009 and 2009-2010 school years will be allotted as described below. For the entire staff, one (1) work day immediately prior to the first instructional day, one (1) work day immediately following the last instructional day, two (2) days to be divided between staff development activity and professional responsibilities related to assessment, one (1) full day in-service day. At the elementary level, 2.5 days for parent conferencing and one half-day for staff development; at the middle school level, two (2) full days for parent conferencing and one (1) full day for staff development; at the high school, two (2) full days for parent conferencing and one (1) full day for staff development.

The teacher work years, commencing July 1, 2010 and July 1, 2011, shall consist of 191 days. One hundred eighty-two (182) of these days will be scheduled as instructional days for students, including a full instructional day for students on the first student day. For teachers returning to the District, the work year will begin on the Wednesday before Labor Day. For teachers new to the District, the summer academy program will begin on the Wednesday preceding the first day for returning staff. Nine (9) days of professionally related activities for the 2010-2011 and 2011-2012 school year will be allotted as described below. For the entire staff, one (1) work day immediately prior to the first instructional day, one (1) work day immediately following the last instructional day, two (2) days to be divided between staff development activity and professional responsibilities related to assessment, one (1) full day in-service day. At the elementary level, 3.5 days for parent conferencing and one half-day for staff development; at the middle school level, 2.5 days for parent conferencing and 1.5 days for staff development; at the high school, two (2) full days for parent conferencing and two (2) full days for staff development.

The District will schedule Summer Academy. Newly hired Bargaining Unit members shall be required to work up to a maximum of five (5) days for the purpose of orientation. Pay for these days shall be at the workshop rate as established in Section 2.11 of this Agreement.

4.01a For Health Room Nurses, scheduling is only by the District as reflected on the District calendar and scheduled by the building principal.

If the Health Room Nurses are scheduled to work/participate in in-service programs or on Conference Days, remuneration shall be at their regular hourly rate.

4.02 SCHOOL DAY

Except on the parent conference days, the Employee scheduled work day shall be a continuous period of seven (7) hours and thirty-five (35) minutes for secondary (5-12) Employees, which is 2,275 minutes per week. For elementary Employees, the work day shall be scheduled within the parameters identified in Section 4.10 and will be 2,275 minutes per week. Each Professional Employee shall have a thirty (30) minute duty free lunch each day.

Two (2) work days per year may be scheduled to provide for evening parent conferences. The schedule for this day will be mutually agreed to by the Employer and the Bargaining Agent.

4.02a For Health Room Nurses, the school day shall be consistent with past practice, as scheduled by the building principal.

4.03 PROFESSIONAL IMPROVEMENT

Employer and the Bargaining Agent agree that excellence in education is the primary goal of each party. It is also understood that from time to time a member of the professional staff may be in need of improvement. A Professional Improvement Plan has been mutually developed and is posted on the TESD Intranet located at www.tesd.net, under Regulation 4450.

Section 4.03 does not apply to Health Room Nurses.

4.04 CERTIFICATION REQUIRED

No Employee who has failed to achieve permanent certification in the Commonwealth of Pennsylvania by the end of six (6) years of professional service in Pennsylvania may continue professional employment in the District. During the term of the contract all legislative changes pertaining to certification, recertification, or the professional certificate shall be in effect immediately upon enactment as law.

Section 4.04 does not apply to Health Room Nurses.

4.04a For Health Room Nurses, failure to maintain professional license(s) may subject Employee to suspension and/or dismissal.

4.05 UNION BUSINESS

The Bargaining Agent and each union member agree not to conduct union business, nor to hold union meetings, during the work day. The President or designee may be permitted to leave the building with approval of the Superintendent or his/her designee to investigate grievances and problems, to visit other schools, meet with the administration, and to do other association business during reassigned or unassigned time or when internal coverage can be obtained.

The Employer agrees to allow the Bargaining Agent to use school facilities for normal meetings without cost following proper request in accordance with Board policy; the Employer further agrees to allow the Bargaining Agent to use school facilities to conduct one organization business meeting for the purpose of submitting the proposed contract to Employees for ratification.

The Employer agrees to allow the Bargaining Agent thirty (30) paid days for union business during the contract year. The TEEA will reimburse the Employer for the cost of substitutes for the total number of days over twelve (12). If four (4) or more union members will be out for union business on the same day, at least thirty (30) days notice to the Director of Personnel is required. Additional district days may be used to assist the Employer with Employer/Employee initiatives which may from time to time benefit the Employer and its Employees. These days will be determined at the discretion of the Superintendent of Schools or his/her designee after consultation with the TEEA.

The Association president shall not receive any non-instructional duties.

4.06 COMMITMENT TO ACADEMIC EXCELLENCE

Tredyffrin/Easttown Education Association and the Tredyffrin/Easttown School District agree that the continuation of the high professional and ethical standards that exist in the District is of utmost importance. They further agree that the maintenance of discipline and high academic standards is an important aspect of the Tredyffrin/Easttown School District. Therefore, both the District and the Association will strive for the perpetuation of these practices and standards.

4.07 MANAGEMENT RIGHTS

The Employer will retain the right and responsibility to operate the schools in accordance with all the Commonwealth and federal laws and regulations.

In addition, the Employer has and will continue to retain the sole and exclusive right and responsibility to determine, decide and implement inherent managerial policy (anything to the contrary herein notwithstanding) including, but not necessarily limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, organizational structure, and selection and direction of personnel, including the transfer of personnel, subject to the following: (a) no Employee shall be involuntarily transferred without requesting volunteers; (b) if in the sole judgment of the Employer more than one (1) volunteer candidate is qualified, the Employer shall select the most senior Employee volunteer; and (c) if there are no qualified volunteers in the Employer's sole judgment, no involuntarily transferred Employee shall be transferred again within two (2) years of his or her involuntary transfer unless said Employee agrees to this transfer.

4.08 JUST CAUSE

No Employee shall be discharged, suspended, disciplined, or reduced in rank or compensation without just cause. If arbitration occurs, the arbitrator shall determine whether just cause exists and, if so, a remedy which is appropriate to the circumstances and which finds its essence in the Agreement.

4.09 INDIVIDUAL PREPARATION TIME

4.091 Individual Preparation Period

A "preparation period" is defined as the time during the work day when a member of the Bargaining Unit shall be released from instruction or student contact and be free from other responsibilities, including meetings, except for teacher initiated meetings, in order that such time may be used for teacher-directed preparation for instruction.

Each full time Bargaining Unit member shall receive an average of two hundred twenty-five minutes per week of preparation time within a range of two hundred to two hundred fifty minutes per week in any particular week and a minimum of one preparation period per day. Each preparation period shall consist of a minimum of 30-minute blocks of time at each level. Other released time beyond two hundred twenty-five minutes per week may be used

at the District's discretion for additional preparation time and/or non-teaching assignments (NTA).

Preparation time for Bargaining Unit members hired less than full-time shall be prorated.

4.092 Number of Different Preparations

The Employer will make every effort to minimize the number of different preparations for teaching during a semester.

Section 4.09 does not apply to Health Room Nurses.

4.10 COMMON TEAM PLANNING TIME

To the extent that the elementary and middle school programs retain the current team structure in place as of September 2004, common team planning time will be provided as set forth below. It is understood that the District reserves the right to restructure the program and eliminate or modify common team planning if the team structure is eliminated or modified.

4.101 Elementary Common Team Planning Time

For elementary teachers, at least fifty-four (54) hours of elementary team planning, the equivalent of seventy-six (76) common team planning meetings, shall be provided during the school year. Forty (40) minutes of each meeting must be used for elementary team planning. Ten minutes of each of these seventy-six (76) meetings may be used by a team as a transition between the student day and elementary team planning time. The administration shall direct the use of this time except as set forth in 4.102.

4.102 Reallocated Elementary Common Team Planning Time

In order to assist with preparation for parent conferences and report cards in the fall and in the spring, teachers may use two hours and thirty (30) minutes, the equivalent of three (3) common team planning periods, of reallocated contractual team planning time before the student day. The team planning time reallocation will be scheduled by the building principal four (4) times during the school year and will correspond to the three (3) reporting periods and the spring conference schedule. The building principal upon request may provide additional opportunities for progress report/conference preparation within the student day through the released time that core teachers receive through the FLES program. This released time may be used for a two-week period in each of the four conference/assessment periods.

Additional common team planning time beyond the fifty-four (54) hours referenced in section 4.101 will be used at the discretion of the District.

4.103 Parent Conferences at the Elementary Level

For elementary teachers who have twenty-two (22) or more scheduled conferences for the third marking period, substitute coverage will be provided.

4.104 Reallocated Middle School Common Team Planning Time

In order to assist with middle school parent conferences and assessment, teachers may reallocate a maximum of two hours (2) and thirty (30) minutes each marking period of team planning time. Additionally, there will be preparation time of two (2) hours and thirty (30) minutes (or the equivalent of three team planning periods) during the first and third marking periods for the preparation of mid-quarter progress reports. Any need to deviate from these time allocations will be determined through consultation between the team and the school principal.

4.105 Parent Conferences at the Middle Level

For middle school teachers who have seventeen (17) or more scheduled conferences for the third marking period, substitute coverage will be provided.

Section 4.10 does not apply to Health Room Nurses.

4.11 ITINERANT TEACHING ASSIGNMENTS

The Employer will continue its efforts to reduce the number of professional Employees who are required to move among buildings and across the levels of elementary, middle school and senior high school. Although it is difficult and may not be possible to have each professional Employee work solely in one building and/or level, the Employer will explore educationally sound scheduling techniques that will minimize the sharing of the professional staff across buildings and/or between levels. The professional Employee's traveling time is not part of the scheduled preparation time or lunch.

Section 4.11 does not apply to Health Room Nurses.

4.12 "WEIGHTING" OF STUDENTS WITH SPECIAL NEEDS

The Employer recognizes that certain students with significant disabilities can place extraordinary demands upon the class-room teacher. Special

needs students shall be given consideration by the administration when allocating staffer aide support to the schools. Students assigned to special education classes, other than for speech or gifted education, or those with active support plans developed by instructional support teams, (I.S.T.) may be eligible. Such special needs students assigned to the schools shall be counted as full-time students even though some are only partially "included" or have added support such as aides assigned to them.

A limited number of students to be considered for administrative weighting of either an additional .5 or 1.0 per student may be referred through instructional support teams to the building Principal who will meet with the Director of Specialized Student Services by April 1 each year to determine weighted students. The students considered eligible for weighting or aide support will be approved by the Superintendent, provided there is no conflict with the students' IEPs, by May 1 each year. The Superintendent shall provide the Association President with a listing of "weighted" students. Principals shall then provide the information to the teachers likely to be affected regarding weighting and support by June 1 for the next school year with the understanding this ("weighting") is at the sole discretion of the Board and Administration.

Section 4.12 does not apply to Health Room Nurses.

SECTION 5 - GRIEVANCE PROCEDURE

5.01 PURPOSE

The parties to this Agreement agree that an orderly, expeditious and equitable resolution of grievances arising out of the interpretation of the terms of this Agreement shall be provided for by the five (5) step process which is described below. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise affecting members of the Bargaining Unit. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

5.02 DEFINITIONS

"Grievance" - a complaint or allegation by a member or members of the Bargaining Unit or by the Association arising out of the interpretation of any provision of the Agreement.

"Aggrieved" - an Employee, Employees or the Association having a grievance.

"Association Representative" - a representative of the Tredyffrin/Easttown Education Association.

"School Days" - working days for the Employee as established by the regular school calendar; thus excluding weekends, holidays and vacation days.

"Employee" - a member of the Bargaining Unit.

5.03 PROCEDURE

Both the Employer and the Bargaining Agent suggest that an attempt be made to resolve problems informally through a meeting of the Employee or Employees and an appropriate administrator, either directly and accompanied by an authorized Association Representative or through the authorized Association Representative.

Step I - Building Principal or Immediate Supervisor

The Association shall file the grievance in writing on the grievance form to the appropriate building principal or immediate supervisor within twenty (20) school days of the occurrence of the grievance. The building principal or immediate supervisor shall present his or her written response to the

aggrieved and the Association Representative within five (5) school days following the receipt of the grievance form.

Step II - Director of Personnel or Designee

If the action at Step I above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, to the Director of Personnel within ten (10) school days after the receipt of the answer to Step I. If a meeting is requested by either of the parties, said meeting may be scheduled within ten (10) school days at a mutually agreeable time and place following the appeal to the Director of Personnel. The Director of Personnel or designee shall present his or her written decision to the aggrieved and the Association Representative within five (5) school days following such a meeting or within ten (10) school days after receiving the written grievance if no meeting is held.

Step III - Superintendent of Schools

If the action at Step II above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, within ten (10) school days after receipt of the answer to Step II, to the Superintendent of Schools for resolution. Within ten (10) school days following receipt of the grievance, a decision on the grievance shall be forwarded to the aggrieved and the Association Representative.

Step IV - Board of School Directors or Designee

If the action at Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, within ten (10) school days after receipt of the answer to Step III, to the Board of School Directors. The school board will render a written decision on the grievance to the Association within twenty (20) school days following receipt of the grievance.

Step V – Arbitration

If the action in Step IV above fails to resolve the grievance to the satisfaction of the Bargaining Agent, the Bargaining Agent may refer the grievance to binding arbitration as provided in Section 903 of the Act within twenty (20) school days.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step IV shall be final.

5.04 GENERAL PROVISIONS

5.041 Group Grievances

If in the judgment of the Association a grievance affects a group or class of Employees, the Association may submit such a grievance on behalf of those Employees according to the prescribed steps.

5.042 Time Limits

The time limits under Steps, I, II, III and IV may be extended by mutual, written consent of the parties participating at that step of the procedure.

5.043 Written Decisions

Decisions rendered at all steps shall be in writing, and shall be transmitted to the aggrieved and to the Association Representative.

5.044 Year-End Grievance

In the event that a grievance is filed at such time that it cannot be processed through all the steps by the end of the school year, the parties shall make very reasonable effort so that the grievance processing may be completed prior to the end of the school year or as soon thereafter as is practicable.

5.045 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only affected parties and their designated or selected representatives. The Association shall have the right to be present and to state its views at all stages of the procedure.

5.046 Withdrawal

The Association shall have the right to withdraw a grievance without setting precedent or practice.

5.047 Grievance Form

The form for processing grievances has been jointly developed by the Employer and the Association and attached to and made part of this procedure. The forms will be printed by the Employer and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

5.048 Separate Grievance File

Documents, communications and records dealing with the processing of a grievance shall be held confidential and shall be filed in a separate grievance file in the personnel office. However, for auditing review purposes, notation shall be made in the individual's personnel file only if any change in financial status arises out of the grievance process.

APPENDIX A: PROFESSIONAL EMPLOYEE SALARY SCHEDULE

2008-2009 Salary Schedule

	B	M	M+15	M+30	M+45	M+60	PhD
1	45100	47100	48100	49100	50500	51400	53800
2	46549	48600	50980	52480	53980	55480	56980
3	47448	49500	52090	54280	56530	58940	61460
4	48797	50950	53440	55630	57880	60290	62810
5	50245	53000	55440	57630	59880	62290	64810
6	51144	54240	56740	58930	61180	63590	66110
7	53141	56350	58940	61130	63380	65790	68310
8	54940	58550	61140	63330	65580	67990	70510
9	56738	60550	63140	65330	67580	69990	72510
10	59075	63150	65740	67930	70180	72590	75110
11	60930	65950	68140	70330	72580	74990	77510
12	65006	69350	71940	74130	76380	78790	81310
13	69996	74250	76840	79030	81280	83690	86210
14	74850	79800	81390	83115	85365	87775	90295
15	80134	85860	87450	89640	91890	94300	96820
16	86500	92400	93400	94400	95500	96700	100000

**APPENDIX A: PROFESSIONAL EMPLOYEE SALARY SCHEDULE
(continued)**

2009-2010 Salary Schedule

	B	M	M+15	M+30	M+45	M+60	PhD
1	46650	48350	49350	51100	52500	53400	56260
2	47800	49800	51950	53950	56150	57650	60150
3	49249	51300	53930	56230	58230	59930	61730
4	50148	52200	55040	58030	60780	63390	66210
5	51497	53650	56390	59380	62130	64740	68260
6	52945	55700	58540	61780	64130	68740	71260
7	53844	56940	59840	63580	65830	69700	72220
8	55841	59100	62240	70880	73130	75540	78060
9	57640	61300	64440	71250	73830	76240	78760
10	59438	63400	66540	72280	74530	76940	79460
11	61775	66000	69140	72980	75230	77640	80160
12	65100	69400	72040	75380	77630	80040	82560
13	70106	74400	76850	79040	81290	83700	86220
14	75096	79850	81650	83940	86190	88600	91120
15	80150	86100	87550	89740	91990	94400	96920
16	89000	94900	95900	96900	98000	101200	103000

**APPENDIX A: PROFESSIONAL EMPLOYEE SALARY SCHEDULE
(continued)**

2010-2011 Salary Schedule

	B	M	M+15	M+30	M+45	M+60	PhD
1	48700	49900	50700	53000	55000	55600	60000
2	49700	51100	53950	56100	57500	58400	61650
3	50350	52600	55930	58730	60930	62530	65030
4	51949	54300	57910	60530	63380	65990	69310
5	52898	55200	59020	62010	64760	67370	70660
6	54297	56725	60540	63980	66730	69340	72860
7	55745	58775	62690	67080	69430	74040	76560
8	56644	60140	64240	70890	73140	77010	79530
9	58641	62300	66440	75080	77330	79740	82260
10	60440	65000	69540	76350	78930	81340	83860
11	62238	67100	71140	77380	79630	82440	85110
12	65775	70300	75040	80030	82880	85890	89010
13	71111	77000	79850	85130	88080	91190	94410
14	76137	82100	85650	89630	92180	94890	97710
15	82314	89000	91550	95030	97580	100290	103110
16	89500	95400	98400	99400	100500	103700	106400

**APPENDIX A: PROFESSIONAL EMPLOYEE SALARY SCHEDULE
(continued)**

2011-2012 Salary Schedule

	B	M	M+15	M+30	M+45	M+60	PhD
1	50250	51100	52100	54450	56550	58600	62500
2	51250	52450	54000	56200	58250	61100	65800
3	52450	53850	56560	59800	61850	65100	69800
4	53100	55600	60340	63580	65630	68880	73580
5	54699	57300	64340	67580	69630	72880	77580
6	55648	58300	69340	72580	74630	77880	81580
7	57047	59800	73480	77980	80030	82880	86580
8	58495	61950	77480	80580	81680	83880	87580
9	59394	63300	81480	82480	83580	86780	91480
10	61391	65500	82680	83680	84780	87980	92680
11	63190	69000	83700	84700	85800	89000	93700
12	65776	71300	86400	87400	88500	91700	96400
13	71112	77400	89100	90100	91200	94400	99100
14	76138	83900	93100	94100	95200	98400	103100
15	84316	89100	96900	97900	99000	102200	106900
16	90000	95900	100900	101900	103000	106200	110900

APPENDIX B: HEALTH ROOM NURSES HOURLY WAGES, HOLIDAY PAY AND FIELD TRIP COMPENSATION

Hourly Wages for Health Room Nurses

R. N.'S:

2007-2008	\$23.91
2008-2009	\$25.59
2009-2010	\$26.90
2010-2011	\$28.27
2012-2013	\$29.73

L. P. N.'S:

2007-2008	\$20.50
2008-2009	\$21.94
2009-2010	\$23.07
2010-2011	\$24.25
2012-2013	\$25.49

B. Holiday Pay:

For Health Room Nurses only, the past practice of paying for holidays that fall within the "scope of the job" shall continue, in accordance with the following:

- All Health Room Nurses shall be entitled to ten paid holidays as follows:

Thanksgiving Day	New Year's Day
Day following Thanksgiving Day	Martin Luther King Day
Christmas Eve Day	President's Day
Christmas Day	Good Friday
New Year's Eve	Memorial Day

- One additional holiday may be taken at the member's choosing with the approval of the supervisor. This holiday may not be taken before or after District holidays or on the first or last student day of the school year.
- Scheduled holidays are subject to change by action of the Board of School Directors if unanticipated events occur, but only if school buildings are open for student classes.

- In the event that a Health Room Nurse is required to work the day before and the day after Independence Day and/or Labor Day, (s)he shall be entitled to Independence Day and/or Labor Day as a paid holiday.

C. Field Trip Compensation:

For Health Room Nurses, current practice shall be continued, in conjunction with Tredyffrin/Easttown School District Field Trip Guidelines For Medical Needs.

APPENDIX C: §5.522.2 CLASSROOM OCCUPATIONAL EXCHANGE

A board of school directors may grant a leave of absence to a professional employee for the purpose of acquiring practical work experience in business, industry or government, in accordance with the conditions and provisions set forth in section 1166.1 of this act. Persons on classroom occupational exchange shall be considered in full-time daily attendance in the position from which the leave was granted, during the period of said leave, for the payment of compensation by the school district, for the purpose of determining the employee's length of service, the right to receive increments as provided by law and the right to make contributions as a member of the Public School Employees' Retirement Fund and continue membership therein. The business, industry or government to whom the employee is assigned during the period of the classroom occupational exchange shall fully compensate the employee's school employer for all salary, wages, pension and retirement contributions and other benefits, as if the school employee were in full-time active service.

APPENDIX D: §11-1166 PERSONS ENTITLED

Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, of any board of school directors, county board of school directors, or any other part of the public school system of the Commonwealth, shall be entitled to a leave of absence for professional development or a sabbatical leave for restoration of health or, at the discretion of the board of school directors, for other purposes. At least five consecutive years of such service shall have been in the school district from which leave of absence for professional development or sabbatical leave for restoration of health is sought, unless the board of school directors shall in its discretion allow a shorter time: Provided, however, That in the case of professional employees of area vocational-technical schools or technical institutes prior service in the participating school districts shall be credited toward such service requirement. A leave of absence for professional development or sabbatical leave for restoration of health shall be for a half or full school term or for two half school terms during a period of two years, at the option of such person: Provided, however, if a sabbatical leave is requested because of the illness of an employee, a leave shall be granted for a period equivalent to a half or full school term or equivalent to two half school terms during a period of two years: Provided further, That if a sabbatical leave for restoration of health or a leave of absence for professional development for one half school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further leave for one half school term or its equivalent: Provided further, That if a leave for a full school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the board of school directors may extend such leave for such periods as it may determine but not to exceed one full school term or its equivalent. Thereafter, one leave of absence for professional development or a sabbatical leave for restoration of health shall be allowed after each seven years of service.

A sabbatical leave for restoration of health or a leave of absence for professional development granted to a regular employee shall also operate as a leave of absence without pay from all other school activities.

APPENDIX E: §11-1166.1 LEAVES OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the board of school directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth for a professional certificate or commission or to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the board of school directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum for a half school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

The employee requesting a leave of absence for professional development shall submit to the board of school directors a detailed plan describing the professional development activities to be undertaken. The board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the employee shall provide to the board of school directors satisfactory evidence that the employee's approved plan for professional development was fully complied with during the leave of absence. If the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the absence for professional development.

**Memorandum of Understanding
on the Advisory Council for Specialized Student Instruction**

Beginning in fall 2008, the District will convene the Advisory Council for Specialized Student Instruction to discuss issues related to meeting the needs of English Language Learners (ELL) and students with Gifted Individualized Education Programs (GIEPs) and Individualized Education Programs (IEPs). This committee will be comprised of ten (10) core and special area teachers drawn from all levels, five (5) of which will be appointed by the District and five (5) of which will be appointed by TEEA, four (4) special education teachers, two (2) of which will be appointed by the District and two (2) of which will be appointed by TEEA, one (1) gifted support teacher to be appointed by TEEA, and one (1) ELL teacher to be appointed by the District. Administrators serving on the committee will include four (4) building principals, two (2) representatives from the curriculum department, and two (2) representatives from the special education department. The Chairperson of the committee will be designated by the District.

The purpose of this committee will be to develop understanding related to existing and emerging state and federal regulations; to discuss the impact of the regulations on the learning and teaching environments, including the daily issues teachers confront as they implement special education procedures in their classrooms; to delineate both the unique and common needs among students in each of the three groups; and to describe professional development programs that would support teachers in meeting the needs of students in each of the three groups.

The committee will meet during the school day for a minimum of two (2) full days during the year during each year that the contract is in effect. It is understood that the recommendations deriving from the work of the committee are advisory in nature. The recommendations will be presented to the appropriate District or Board committee for further consideration with the understanding that the review of the recommendations is nonbinding.

Memorandum of Understanding on Salary Schedules

Understanding that the demographics of the District will impact the matrix, the parties agree to a joint labor-management committee which will convene in the 4th year of the agreement to discuss possible strategies to keep increment costs down.

Memorandum of Understanding

The District and the Association shall develop a mutually agreed upon protocol for determining the needs of special education teachers for additional time to prepare for IEP conferences and related documentation. The District further agrees to ensure that all building principals apply the protocol in a consistent manner. Special education members of the bargaining unit who feel that the protocol is not consistently applied may appeal to the Director of Individualized Student Services whose decision is final.

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