

COLLECTIVE BARGAINING AGREEMENT

Between the

GREAT VALLEY SCHOOL DISTRICT

and the

GREAT VALLEY EDUCATION ASSOCIATION

2018-2021

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1.0 RECOGNITION

1.01 Unit

The Board of School Directors of the Great Valley School District (henceforth identified as the Board) recognizes the Great Valley Education Association (PSEA/NEA) (henceforth identified as the Association) as the exclusive representative for collective bargaining in accordance with Act 195 and Act 88 for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board on April 16, 1971 (Case No. PERA-R-8-E) and modified on September 11, 1980, by Case No. PERA-R-80-279-E and consisting of full-time and part-time teachers, librarians, counselors, health service employees, home and school visitor, reading tutors, and long term substitutes. This recognition does not inhibit any individual's right to act on his/her own behalf with the Administration or the Board, except as to matters vested exclusively in the bargaining agent by Act 195 or Act 88.

2.0 DEFINITIONS

- 2.01** The term teacher, professional employee, and employee, as used herein shall mean a member of the bargaining unit.
- 2.02** A full-time employee, as used herein for fringe benefits, shall mean a member of the bargaining unit who is employed by the District as a Temporary or Professional Employee (as those terms are defined in the Pennsylvania School Code) for not less than twenty-five (25) hours per week.
- 2.03** A new employee becomes eligible for fringe benefits after completing and submitting all forms, examinations, and certification obligations in connection with employment and after the individual reports for work as directed by the District.
- 2.04** Long-Term substitute - A long-term substitute is defined as a substitute employed for ninety (90) or more continuous work days during one school year to replace one or more employees on approved leave.

2.041 Compensation for Long-Term Substitutes

- (a) The salary for a long-term substitute shall be established by the District; consideration may be given for advanced preparation and/or experience. Such annual salary shall not be less than that established for a beginning teacher.
- (b) Service during one or more partial years of employment as a long-term substitute shall be accumulated for the purpose of salary credit. Salary credit for a full year of service shall be granted on the first day of the school semester following the semester in which accumulated service totaled one hundred thirty (130) or more work days.

2.042 Benefits for Long-Term Substitutes

Benefits for long-term substitutes employed by the District for not less than twenty-five (25) hours per week and whose employment is anticipated to last for a minimum of one year, shall be the same as full-time employees (as defined in paragraph 2.02).

Benefits for other long-term substitutes shall be limited to the following:

- (a) Long-term substitutes shall earn sick leave throughout the school year on a prorated basis based upon ten (10) sick days per year. Any such sick leave so earned may be used while serving in a long-term substitute assignment but shall not be cumulative from year to year.
- (b) Upon application to the District on the appropriate forms, the Board agrees to pay a pro-rata share of the premium for the same medical insurance plan currently in effect for professional employees. (see 12.07)
- (c) The District agrees to pay the pro-rata share of the premium for dependent coverage in the medical insurance plan as set forth in b. above, for long-term substitutes electing such coverage.

2.043 Long-term substitutes replacing more than one employee on approved leave will be eligible for benefits the first of the month following the month it becomes known that consecutive assignments will exceed ninety (90) work days.

2.044 Note: The remainder of this Agreement including, but not limited to, monetary benefits, other benefits and leaves of absence shall not apply to long-term substitutes unless expressly so noted.

3.0 TERM OF AGREEMENT AND SUCCESSOR AGREEMENT

The term of this agreement shall begin on July 1, 2018, and shall continue in full force and effect through June 30, 2021, or until such later date as the two parties may herein after agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

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

Negotiations for a successor Agreement shall commence no later than January 12, 2021 or as may otherwise be required by law.

4.0 NO STRIKE--NO LOCK OUT PROVISION

Both parties agree faithfully to abide by the provisions of the 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 Association 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 Board pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

5.0 PROFESSIONAL COMPENSATION

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendix A, made a part of this Agreement, and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement.

6.0 OTHER EMPLOYEE BENEFITS

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

7.0 PROFESSIONAL WORK YEAR, HOURS OF WORK AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be affected by this Agreement are accurately reflected in Appendix C attached to the Agreement.

8.0 GRIEVANCE PROCEDURE

Grievances shall be resolved and disposed of as expeditiously as possible. The parties agree that grievances which arise out of the interpretation of this written Agreement shall be resolved in accordance with the grievance procedures described in Appendix D attached to and made part of this Agreement.

9.0 MISCELLANEOUS PROVISIONS AND APPENDICES

Additional miscellaneous provisions of this Agreement are accurately reflected in Appendix E attached to this Agreement. In addition, Appendix F covers EDR schedules; Appendix G covers the sick bank; Appendix H covers various Memoranda of Understanding.

11.0 APPENDIX A - PROFESSIONAL COMPENSATION

11.01 Salaries

- 11.011** Salaries for full time bargaining unit members for a work year as set forth in Appendix C, Section 13.01, shall be as set forth in the salary schedules attached to this Agreement as Exhibit A-1.
- 11.012** Initial salary step placement at the time of appointment as a professional or temporary professional employee shall be at the sole discretion of the District. Within fourteen (14) days after the appointment of any new employee, the District will notify in writing the GVEA President of the placement on the salary schedule of the new employee.
- 11.013** Written notice of the step and column placement shall be given to each employee and to the Association. Any grievance alleging that such initial salary placement is incorrect or that such placement should be increased must be filed within thirty (30) calendar days of the date of the written notice, and if no such grievance is filed within that period of time it shall be permanently barred. In the event of such a grievance, the arbitrator shall have jurisdiction only to determine if an employee's degrees and eligible credits have been accurately assessed. No employee shall be given credit for experience which was disallowed at the time of initial employment or for course work which was previously ineligible for salary credit. The Association will not be liable for any information furnished by the District.
- 11.014** It is understood and agreed that salary schedule step is initially determined at the time of employment and is not necessarily equivalent to an employee's seniority, or to an employee's length of service creditable toward such benefits as sabbatical leave, which are calculated and determined on a different basis than salary step.
- 11.015** In order to be eligible for a step increase, a professional or temporary professional employee must have worked or been in a paid leave status for ninety-five (95) work days during the previous school year. Paid leave for purposes of this Section includes sick, personal and sabbatical leave or any other leave for which full salary is paid. Long term substitutes shall be covered by the provisions of 2.041.
- 11.016** Employees who work part time or who work only part of the school year shall be compensated according to salary schedule based on a prorated salary.
- 11.017** Deductions from salary for days not worked and not covered by paid leave shall be at the rate of 1/190.
- 11.018** Bargaining unit members with advanced degrees and/or sufficient credits as set forth on the salary schedule shall have their salaries adjusted horizontally on the schedule. Horizontal movement on the salary schedule from one column to another shall be approved by the Board at the October Board meeting or under limited circumstances, the February Board meeting. Entitlement to the increased salary shall be retroactive to the first work day of the school year for an October approval

and to the first day of January for a February approval, and salary payments over the balance of the school year shall be adjusted accordingly. The employee shall be responsible for submitting appropriate documentation, including an official transcript, to the Personnel Office demonstrating entitlement to the salary adjustment, provided that if the transcript is not available prior to the deadline, other appropriate evidence of course completion such as a grade slip will be temporarily accepted. Responsibility for applying promptly in writing for any salary adjustment and providing the necessary supporting documentation rests with the employee. No retroactive payment will be made to an employee who was eligible, or employees returning from sabbatical or military leave, but who neglected to apply two weeks prior to the October Board Meeting or under limited circumstances, prior to the February Board Meeting. Bargaining Unit Members shall be eligible for only one (1) horizontal movement during the lesser of the following periods in a twelve (12) month period or during one (1) school year. There will be a limited exception to obtain a February approval that would be for: (1) a Bargaining Unit Member who did not receive column movement at the October meeting of the same school year; and (2) a Bargaining Unit Member who at the time of submission for column movement was at the B+15 column or the M+45 column; and (3) such Bargaining Unit Member would be applying to move from the B+15 column to the Master's column or from the M+45 column to the Doctorate column as a result of such Bargaining Unit Member attaining the Bargaining Unit Member's Master's degree or Doctorate degree.

Such impacted and eligible Bargaining Unit Members shall at the applicable October or limited February Board meeting will be moved to the Master's column or Doctorate column, respectively, subject to the limitations herein. Entitlement to the increased salary shall be retroactive to the first day of the school year for an October approval and the first day of January for a February approval. Salary payments over the balance of the school year shall be adjusted accordingly.

Effective for all courses commenced on or after July 1, 2018, such courses will only be eligible for horizontal movement or tuition reimbursement if the courses are part of a preapproved Master's degree, preapproved Doctoral program or preapproved certification program approved by the District Superintendent or his/her designee. Courses that are not part of a preapproved Master's degree, certification or Doctoral program will no longer be eligible for horizontal movement or tuition reimbursement. It is understood that Bargaining Unit Members who already have received program approval or already received course approval prior to the date of the ratification of this Collective Bargaining Agreement will be entitled to be reimbursed or receive column movement under the terms of the prior Collective Bargaining Agreement. That would only apply to those programs that were preapproved prior to the date of ratification.

11.019 Employees are required to be in a program which is directly related to their job function or in the area of certification in which they are teaching or programs leading to a graduate degree in school administration or in an area of obvious

benefit to the district as determined by the Superintendent, or courses having the approval of the Superintendent.

Employees embarking upon work leading to a salary increase, an advanced degree as set forth in 11.018, shall file a written notice and description of such work with the Superintendent or his/her designee. If the Administration judges the employee's courses not to conform with the aforementioned requirements, they shall notify him/her as soon as possible but not later than ten (10) days following receipt of such notice. To count for salary credit, courses must be approved by the Superintendent or designee. Following Contract ratification, courses that are not part of a preapproved master's degree, certification, or doctoral program will no longer be eligible for horizontal movement or tuition reimbursement.

The District will pay for reimbursement of graduate on-line courses that are part of a preapproved master's degree, certification, or doctoral program subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will only pay for reimbursement of on-line courses if the Bargaining Unit Member is enrolled in an approved program of study as aforesaid.

It is understood that with respect to horizontal movement eligibility and/or tuition reimbursement, effective following Contract ratification, all previous past practices with respect to such approvals shall be deemed null and void and the District Administration will not be bound by the past practices prior to that date. Tuition reimbursement and horizontal movement eligibility will be determined based upon the strict wording of this Collective Bargaining Agreement.

Credits for placement on the B+30 track may be on a graduate or undergraduate level, earned at an approved college or university, or earned through District sponsored in-service courses, or any combination of the two. At least six (6) of the thirty (30) credits must be earned during the two year period immediately preceding the school year in which the placement is to become effective.

In order to be eligible for salary credit, a Master's Degree and all credit hours beyond (after) a Master's Degree shall be in courses preapproved by the Superintendent.

11.01101 Credits must have been taken after the degree was earned in order to be eligible for placement on a column requiring the degree + credits.

11.0111 **Minimum Service**

A teacher who receives an end-of-year evaluation that results in an unsatisfactory/failing or needs improvement rating on the State-mandated evaluation form will not be eligible to receive any step increase or bonus.

11.0112 Retirement Payment

Professional personnel retiring from the District under the provisions of the Pennsylvania Public School Employee’s Retirement System, who have served the Great Valley School District or its predecessors successfully for fifteen (15) consecutive years, will receive a special payment during their final full year of service concurrent with their year of retirement. Employees planning to retire at the end of the school year should notify the Superintendent in writing as early as possible but in no case later than April 1 unless prevented from doing so because of health reasons

The payment amount will be equal to the number of unused sick days earned in the district multiplied by the corresponding payment as follows:

<u>Days at Retirement</u>	<u>Payment for Each Day</u>
1-100	\$65.00
101-200	\$75.00 (for days over 100)
201+	\$90.00 (for days over 200)

This special payment shall not be considered salary for purposes of payment to the Pennsylvania Public School Employee’s Retirement System.

Form of Payment: All retirement benefits payable hereunder shall be paid as non-elective employer contributions into a 403(b) account established by the employee. Such contributions shall be made in accordance with the terms of this agreement, except that no employer contributions, when combined with the employee’s own 403(b) deferrals, if any, shall exceed the contribution limits of Section 415(c)(1) of the Internal Revenue Code. If the amount due under this agreement exceeds the applicable contribution limit for any year, the unpaid amount shall be contributed into the employee’s 403(b) account in the next calendar year to the extent permitted under the applicable limitations, and shall continue in each succeeding calendar year until the entire amount due hereunder has been contributed into the employee’s 403(b) account. Any amount not contributed into the employee’s 403(b) account at the end of the fifth year following the year in which the employee retired shall be paid in cash to the employee, or to his/her heirs if his/her death occurs before then. The employee shall have no option to receive any supplemental retirement benefit as a cash benefit, except to the extent benefits are still unpaid at the end of the fifth year following the year of the employee’s retirement, or in the event of his/her death.

Employees who have taken a sabbatical leave in the year of retirement, except for medical reasons, are not eligible for this retirement payment unless granted a waiver by the Board of School Directors.

11.0113 Evaluation

Evaluation of teachers for the application of the salary policy is the responsibility of the School Administration under the direction of the District Superintendent of Schools.

Evaluation of a professional employee which results in a distinguished or satisfactory/proficient rating and does not result in a reduction of the employee's salary is not grievable - is not a just cause for initiating a grievance. In the case of dismissal of employees only the Pennsylvania School Code and the directives of the Secretary of the State Department of Education shall apply.

When a Bargaining Unit Employee receives an overall unsatisfactory/failing or needs improvement rating on his/her annual evaluation, as soon as such evaluation has been issued, the Bargaining Unit Employee will not be eligible to receive step movement, the negotiated increase on any cell, or any stipend for the twelve (12) month time period following the issuance of the evaluation. Even if the Bargaining Unit Employee improves his/her ratings following the issuance of the needs improvement or unsatisfactory/failing rating, the Bargaining Unit Employee will not be able to recoup any sums of money withheld as a result of this provision.

It is understood that when a Bargaining Unit Employee receives an overall unsatisfactory/failing or needs improvement rating on his/her evaluation, the Bargaining Unit Employee will have the right to file an internal grievance pursuant to the grievance process in the Collective Bargaining Agreement. It is understood that such a grievance will be adjudicated consistent with the arbitration process set forth in the Collective Bargaining Agreement.

11.0114 National Board Certification

Staff who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, shall receive a stipend of \$2,000 each subsequent year for as long as the certification is maintained after it is initially earned or renewed. This stipend shall be in addition to the salary as set forth in the salary schedules, and shall be part of salary for retirement purposes. Such stipend shall be prorated in the year earned if not received prior to the beginning of the school year.

11.02 Homebound Instruction

The rate of compensation for homebound instruction, which is approved by the Administration, shall be \$46.00 per hour for the term of the Contract.

11.03 Curriculum Development and/or Evaluation

For work performed in connection with curriculum development and/or evaluation conducted beyond the regular work year, teachers will be paid hourly for a maximum of five (5) hours per day at a rate of \$46.00 per hour for the term of the Contract.

11.04 Department Chairperson

Teachers employed by the Board to serve as department chairperson shall receive \$2,850 per school year for the term of the Contract plus \$70 for each teacher employed 1/2 time or more exclusive of the chairperson. The salary is to be based upon the number of teachers anticipated in the department as of the start of the school year. Any required salary adjustment shall be made in the end-of-year paycheck based on the number of teachers in the department as of January 31st of the contract year.

Monetary amounts listed above are based on a full year's service.

High school department chairpersons in English, science, mathematics, social studies, and special education shall have their teaching assignments reduced by one academic period per day, or to the equivalent of eighty (80) percent of a full teaching load, to perform the duties associated with the department.

11.05 Additional Service

When professional employees are requested to work additional days beyond the contract requirements, advance written authorization will come from the Superintendent.

11.051 Staff Development Workshops

Professional employees requested to attend and/or present staff development workshops shall be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

11.052 Guidance Counselors, Nurses, Reading Specialists, Librarians and other bargaining unit members who perform their regular duties may be scheduled by mutual agreement in writing, if necessary, to work additional time during the summer. Such service will be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

11.06 Method of Payment

11.061 Salary Checks

All salary checks will be issued on the 1st and 15th of every month through a system of direct deposit. The first payday of each school year will be September 1st. If the 1st or 15th of a month occurs on a weekend or holiday, the salary check will be deposited on the business day prior to the 1st or the 15th.

Employees shall have the option of receiving their pay in one of three (3) methods:

- (1) Twenty-four (24) pays over twelve (12) months;

- (2) Twenty (20) pays over ten (10) months;
- (3) Twenty-four (24) pays over ten (10) months, with the remaining checks paid on the last work day of the school year.

Each employee must exercise his/her option in writing not later than July first of each year, and if no option is exercised, will be deemed to have opted for the same pay method as the prior year. Employees for whom no written option is on file will be deemed to have selected option (1). New hires and long-term substitutes may elect a written option up to August 15th; thereafter, they shall be deemed to have elected option (1).

Requests for year-end exceptions to the above methods of payment based on hardship shall be dealt with at the discretion of the Superintendent.

Direct Deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees.

Salaries for employees entering the system after the beginning of the school year, but before April 1, will be calculated as follows:

$$\frac{\text{No. of Prof. Days Remaining}}{\text{Total \# of Prof. Days'}} \times \frac{\text{Annual Salary}}{\text{\# of Pay Pds. Remaining}} = \text{Regular Check}$$

The same formula will be used for employees entering the system after April 1, except the salary due will be divided by the number of pay periods remaining between the date of entry and June 30.

Employees entering the system at any time after the beginning of the school year, who will have worked less than one week before the next regular payday, will not receive a paycheck until the following regular payday.

Employees resigning before the end of the school year will be paid according to the following formula:

$$\frac{\text{\# of days worked}}{\text{\# of Prof. Days}} \times \text{Annual Salary} - \text{Salary Paid to Date} = \text{Salary Due}$$

The balance due such employees who resign before the end of the school year will be paid on the scheduled payday following their last day of service. If it is determined that an employee shall lose a day's pay such deduction shall be computed using the following formula:

$$\frac{1}{\text{\# of Prof. Days}} \times \frac{\text{Annual Salary}}{1} = \text{Salary Loss for Day}$$

The Administration will have the option to pay employees the balance of their contract salary prior to June 30th each year. Notice by the District shall be provided by March 1st of each contract year of a decision to exercise the lump sum payment option.

11.07 Extra Duty Responsibility Salaries

The Board agrees to pay salaries for those extra duty responsibilities as listed on Appendix F, attached to this Agreement, for which contracts are approved by the Board. The Board reserves the right to establish and issue contracts for new extra duty responsibility positions. Salary for such positions shall correspond to previously established positions having similar time and responsibility requirements.

Except in emergency situations, any new position shall be discussed in advance with the Association before being established.

Extra duty responsibility salaries are based on service for the full season or year for one individual. When individual positions are shared, the base salary and experience increment shall be computed for each individual as if the position was not shared. In determining individual salaries for shared positions, the resulting figure will be multiplied by the fractional part of the contract responsibility assumed by each individual as shown in the following example:

Teacher 1 - (Position Base Salary + experience increment) X 1/3 = Salary Due
(1/3 contract)

Teacher 2 - (Position Base Salary + experience increment) X 2/3 = Salary Due
(2/3 contract)

EDR positions may be filled by members of the existing Great Valley professional staff, but the Board shall not be required to do so if, in its sole discretion, the interests of the District require otherwise.

When a coach or sponsor new to the District is hired, his/her salary shall be at the rate specified in this Agreement.

11.071 When a Bargaining Unit Member terminates employment with the District, the EDR vacancy will be posted.

11.072 All Bargaining Unit Members who apply for an EDR position will be granted an interview.

11.073 When a coaching season is extended by reason of post season competition, coaches will receive additional compensation on the basis of pro-rata daily salary for each day of the extended season Example: if normal season equals 45 days, extended

season 9 additional days, additional compensation is 9/45 of original coaching salary (base plus experience increment).

$$\text{Additional compensation} = \text{Coaching Salary} \times \frac{\text{Length of Additional Season}}{\text{Length of Normal Season}}$$

EXHIBIT A-1 2018-2019
GREAT VALLEY SCHOOL DISTRICT
2018-2019 Salary Schedule

		Track	A	B	C	D	E	F	G	H	I
<u>17-18 STEP</u>	<u>18-19 STEP</u>	19-20 STEP	Bachelors	B15	B30	Masters	M15	M30	M45	M60	Doctorate
	Initial #	Renumbered	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
1	2	1	54,016	58,315	62,615	67,130	69,226	71,322	73,418	75,540	77,540
2	3	2	54,437	58,737	63,037	67,551	69,648	71,744	73,840	75,962	77,962
3	4	3	54,859	59,159	63,458	67,973	70,069	72,165	74,261	76,384	78,384
4	5	4	55,281	59,580	63,880	68,395	70,491	72,587	74,683	76,805	78,805
5	6	5	55,702	60,002	64,302	68,816	70,913	73,009	75,105	77,227	79,227
6	7	6	56,124	60,424	64,723	69,238	71,334	73,430	75,526	77,649	79,649
7	8	7	56,546	60,845	65,145	69,660	71,756	73,852	75,948	78,070	80,070
8	9	8	56,967	61,267	65,567	70,081	72,177	74,274	76,370	78,492	80,492
9	10	9	57,389	61,689	65,988	70,503	72,599	74,695	76,791	78,913	80,913
10	11	10	58,417	62,658	66,896	73,891	76,614	79,337	82,061	84,784	86,784
11	12	11	61,327	65,564	69,803	76,391	79,114	81,837	84,561	87,284	89,284
12	13	12	64,539	68,788	75,037	78,891	81,614	84,337	87,061	89,784	91,784
13	14	13	69,282	73,487	77,779	85,219	87,942	90,665	93,389	96,112	98,112
14	15	14	75,700	80,075	84,454	92,276	94,999	97,722	100,446	103,169	105,169
15	15a	15	81,076	85,534	89,082	96,176	98,899	101,622	104,346	107,069	109,581
16	16	16	86,451	90,992	93,710	99,807	102,530	105,253	107,977	110,700	113,724

A. Creation of 2018-2019 Salary Schedule

- A1. Initially create the addition of a new Step 15A midway between the step values of Step 15 and Step 16 of the 17-18 salary schedule.
- A2. All Bargaining Unit members who are otherwise eligible to move on the schedule will move one (1) STEP on the 2017-2018 salary schedule.
- A3. Eliminate old STEP 1.
- A4. Renumber the STEPS to create 2018-2019 salary schedule.

B. The addition of a STEP and simultaneous removal of a STEP, will result in all bargaining Unit Member's STEP POSITION to remain the same as in 2017-2018.

- B1. EXAMPLE: If a Bargaining Unit Member is on Step 1 in 2017-2018, the Bargaining Unit Member will be on Step 1 in 2018-2019.

- B2. EXAMPLE: If a Bargaining Unit Member is on STEP 15 in 2017-2018, the Bargaining Unit Member will be on STEP 15 in 2018-2019.
- B3. SEE STEP PLACEMENT AND MOVEMENT CHART.
- C. The 2018-2019 Salary Schedule will remain a total of 16 STEPS.
- D. A \$1,950.00 non-recurring stipend paid to actively employed Bargaining Unit Members employed by the District as of the date of Contract Ratification on STEP 16 and who were also employed by the District as of the first teacher work day of the 2017-2018 school year on Step 16. The Stipend will be in effect only for the 2018-2019 contract year.
- E. A \$1,487.00 non-recurring stipend for actively employed Bargaining Unit Members as of the date of Contract Ratification who were on STEPS 1-9 as of the first workday of the 2017-2018 school year. The Stipend will be in effect only for the 2018-2019 contract year.

EXHIBIT A-1 2019-2020
GREAT VALLEY SCHOOL DISTRICT
2019-2020 Salary Schedule

		Track	A	B	C	D	E	F	G	H	I
<u>18-19</u> <u>STEP</u>	<u>19-20</u> <u>STEP</u>	19-20 STEP	Bachelors	B15	B30	Masters	M15	M30	M45	M60	Doctorate
		<u>Initial</u> <u>#</u>	Renumbered								
	1		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
1	2	1	54,704	59,004	63,304	68,029	70,126	72,222	74,318	76,466	78,466
2	3	2	55,126	59,426	63,725	68,451	70,547	72,643	74,739	76,888	78,888
3	4	3	55,548	59,847	64,147	68,873	70,969	73,065	75,161	77,309	79,309
4	5	4	55,969	60,269	64,569	69,294	71,391	73,487	75,583	77,731	79,731
5	6	5	56,391	60,691	64,990	69,716	71,812	73,908	76,004	78,153	80,153
6	7	6	56,813	61,112	65,412	70,138	72,234	74,330	76,426	78,574	80,574
7	8	7	57,234	61,534	65,834	70,559	72,655	74,752	76,848	78,996	80,996
8	9	8	57,656	61,956	66,255	70,981	73,077	75,173	77,269	79,417	81,417
9	10	9	59,670	63,911	68,149	74,369	77,092	79,815	82,539	85,262	87,262
10	11	10	62,580	66,817	71,056	76,869	79,592	82,315	85,039	87,762	89,762
11	12	11	65,792	70,041	76,290	79,369	82,092	84,815	87,539	90,262	92,262
12	13	12	70,535	74,740	79,032	85,627	88,350	91,073	93,797	96,520	98,520
13	14	13	76,953	81,328	85,707	92,543	95,266	97,989	100,713	103,436	105,436
14	15	14	82,329	86,787	90,335	96,443	99,166	101,889	104,613	107,336	109,848
15	16	15	87,704	92,245	94,963	101,060	103,783	106,506	109,230	111,953	114,977

- A. All Bargaining Unit Members who are otherwise eligible to move on the schedule will move one (1) STEP on the 2019-2020 salary schedule.
- B. STEP 1 will be eliminated and the STEPS for 2019-2020 will be renumbered. As a result of the elimination of STEP 1 and renumbering of the STEPS, Bargaining Unit Members will have the same STEP # as in 2018-2019 except for those on Step 16, which will become the new Step 15 (Top of Salary Schedule).
- C. SEE STEP PLACEMENT AND MOVEMENT CHART.
- D. The Salary schedule will have 15 STEPS.

EXHIBIT A-1 2020-2021
GREAT VALLEY SCHOOL DISTRICT
2020-2021 Salary Schedule

	Track	A	B	C	D	E	F	G	H	I
<u>19-20</u> <u>STEP</u>	<u>20-21</u> <u>STEP</u>	Bachelors	B15	B30	Masters	M15	M30	M45	M60	Doctorate
1	1	57,165	61,465	65,765	72,453	74,550	76,646	78,742	81,130	83,130
2	2	57,587	61,887	66,186	72,875	74,971	77,067	79,163	81,552	83,552
3	3	58,009	62,308	66,608	73,297	75,393	77,489	79,585	81,973	83,973
4	4	58,430	62,730	67,030	73,718	75,815	77,911	80,007	82,395	84,395
5	5	58,852	63,152	67,451	74,140	76,236	78,332	80,428	82,817	84,817
6	6	59,274	63,573	67,873	74,562	76,658	78,754	80,850	83,238	85,238
7	7	59,695	63,995	68,295	74,983	77,079	79,176	81,272	83,660	85,660
8	8	60,117	64,417	68,716	75,405	77,501	79,597	81,693	84,081	86,081
9	9	61,414	65,655	69,893	78,793	81,516	84,239	86,963	89,686	91,686
10	10	64,324	68,561	72,800	81,293	84,016	86,739	89,463	92,186	94,186
11	11	67,536	71,785	78,034	83,793	86,516	89,239	91,963	94,686	96,686
12	12	72,279	76,484	80,776	89,398	92,121	94,844	97,568	100,291	102,291
13	13	78,697	83,072	87,451	95,004	97,727	100,450	103,174	105,897	107,897
14	14	84,072	88,530	92,079	98,904	101,627	104,350	107,074	109,797	112,309
15	15	89,448	93,989	96,707	102,804	105,527	108,250	110,974	113,697	116,721

- A. There shall be NO STEP MOVEMENT in 2020-2021.
- B. SEE STEP PLACEMENT AND MOVEMENT CHART.
- C. The Salary Schedule will have 15 STEPS.

STEP PLACEMENT AND MOVEMENT CHART FOR LIFE OF CONTRACT (2018-2019 TO 2020-2021)					
FROM THE TOP	17-18	18-19 Renumbered	19-20 Renumbered	20-21	FROM THE TOP
15	1	1	1	1	14
14	2	2	2	2	13
13	3	3	3	3	12
12	4	4	4	4	11
11	5	5	5	5	10
10	6	6	6	6	9
9	7	7	7	7	8
8	8	8	8	8	7
7	9	9	9	9	6
6	10	10	10	10	5
5	11	11	11	11	4
4	12	12	12	12	3
3	13	13	13	13	2
2	14	14	14	14	1
1	15	15	15	15	TOP
TOP	16	16	15	15	

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.01 Reimbursement for Credits Earned

The Great Valley School District will reimburse full time professional employees for tuition costs for graduate credits in accordance with the following guidelines and regulations. The Great Valley School District will reimburse part time employees for tuition costs for graduate credits in accordance with the same guidelines and regulations as full time professional employees. A part time employee, for the purposes of reimbursement, is defined as a member of the bargaining unit who is employed for less than 25 hours per week and is at least half time.

12.011 Reimbursement will be for actual per credit cost up to a limit of \$5,000 per school year for each full time professional employee for credits up to the attainment of an initial Master's Degree or if the employee is enrolled in a preapproved certification program within the discretion of the Superintendent or if the employee is enrolled in an approved Doctoral Program. If the full time professional employee has attained a first Master's Degree, achieved the preapproved certification, or Doctoral Degree, the reimbursement will be made for the actual per credit cost up to a limit of \$3,000 per school year. Tuition reimbursement for a preapproved course that may not be part of a preapproved program may be eligible for tuition reimbursement but not horizontal movement. Tuition reimbursement for non-approved program courses will be the actual cost per credit per school year. This credit attainment will not count toward horizontal movement. Part time employees, as defined in section 12.01, may receive a maximum reimbursement amount prorated to the percentage of time that they are employed.

12.012 The District will pay for reimbursement for course work taken in the employee's area of certification or related to the employee's present job function in the District except when judged by the Administration to be neither in the area of the employee's certification nor related to the employee's job function. In addition, all courses must have the written preapproval of the Superintendent or designee to be eligible for reimbursement.

The district will pay for reimbursement of graduate on-line courses subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will pay for reimbursement of on-line courses only if the Bargaining Unit Member is enrolled in an approved program of study. On-line courses will also count toward salary advancement.

Past practice with respect to course approval prior to July 1, 2018, will not be binding on the District.

12.013 Reimbursement will be made only for courses for which a passing grade has been received. No reimbursement shall be made to an employee who fails to have a mark of “incomplete” changed to a passing grade within one year from the start of the course. Where such change has occurred, reimbursement will be at the rate in effect when the employee originally registered for the course. Payment for any other credit reimbursement shall be based on the rate in effect at the completion of the course.

12.014 Credits earned under a fellowship, scholarship, or similar program, for which there is no tuition expense to the individual, are not eligible for reimbursement. Reimbursement will not be made for credits earned in connection with attendance at workshops, conferences, or similar programs when any of the costs (including substitute costs) in connection with such attendance are paid by the School District. Payment will not be made to a person who is on a leave of absence other than a sabbatical or to a person who is no longer employed by the District at the time payment is due.

12.015 Credits must be on the graduate level unless written pre-approval to the contrary is granted by the District Superintendent and credits must be earned at an accredited college or university.

12.016 Request for reimbursement is to be made on forms provided by the Superintendent’s office, with the transcript or grade report and proof of payment attached. Reimbursement will be made monthly September through June, provided all documents are presented to the District at least one (1) week before the regularly scheduled School Board Meeting for each respective month. Payment will not be made to an employee who fails for any reason to apply for reimbursement within four (4) months following completion of the courses(s) unless the employee has been on sabbatical leave, in which case the individual must apply for reimbursement within four (4) months of return to service.

12.02 Mileage Reimbursement

Mileage reimbursement will be at the rate approved by the Internal Revenue Service. Mileage rates will be adjusted effective the first day of the month following receipt by the District of notice of an adjustment in rate by the IRS. Mileage reimbursement must be approved by the District Superintendent or designee.

Teachers shall not be required to drive students for any purpose. A teacher may do so voluntarily, however, with the advance approval of the principal or immediate supervisor; in such a case the teacher must carry insurance he/she considers adequate for protection.

12.03 Payroll Deductions for Professional Dues

The District agrees to deduct dues of members of the Association and its affiliates, NEA and PSEA, from the pay of those members of the professional staff who have on file with the District a signed authorization form. New payroll deductions for employees shall be submitted on a signed authorization form substantially the same as the one utilized for the

1977-78 school year. These deductions shall be made in fifteen (15) consecutive pay periods, commencing with the second November pay.

The amount to be deducted shall be certified to the District annually by the Association. A master list, with a signed letter of transmittal and any new payroll deduction forms, shall be provided by the Association and received at the District office prior to October 15 annually.

In the event that an employee terminates services with the District prior to the total of fifteen (15) deductions being made, the balance necessary to complete the total dues will be deducted from the final paycheck received from the District.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any dispute between the District and a member of the bargaining unit by reason of action taken by the District for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or document furnished under any of such provisions.

12.031 Fair Share

Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The School District and the Association agree to comply with all provisions of said law.

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

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

The Association agrees to provide to the Board a copy of that information provided to nonmembers that is used to gauge the propriety of the fair share fee, as required in part (d) of the Act; and also to make available to the Board a copy of the report that must be filed by statewide employee organizations as required by Section (J) of the Act.

If any provision or application of this provision is held to be contrary to law, that provision or application shall not be deemed valid except to the extent permitted by law.

The parties acknowledge and agree that this fair share fee provision as of June 27, 2018, is no longer enforceable as the result of the United States Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*.

12.04 Payroll Adjustments for Tax-Sheltered Annuity

The Board agrees upon receipt of an employee's signed authorization, to provide payroll adjustments for up to six tax-sheltered annuity plans.

12.05 Savings Bonds and Credit Unions

Payroll deductions for savings bonds and approved credit union(s) shall be made upon receipt of an employee's signed authorization.

12.06 Insurance Carriers

The Board shall have the right to select the insurance carriers or to self-insure, provided that if any change from an existing carrier would result in insurance coverage or method of payment which is not equivalent to or superior to that previously provided, the change shall be only by mutual agreement of the Board and the Association.

In the event that a consortium to purchase health insurance is developed and viable during the term of this agreement in the Chester County area, or in the event of a mandated or optional statewide or regional health care system to which the Great Valley School District has the opportunity or the obligation to belong, the parties agree to negotiate over participation in such a consortium or system, as well as the terms of such participation, provided that if such participation is mandatory, the parties shall participate at least to the extent such participation is required.

12.07 Medical Insurance

The Board agrees to pay its share of the premium cost for Blue Cross Personal Choice C4-F4-02 plan (core plan) for members of the bargaining unit and eligible dependents. Employees who elect to subscribe to the core plan shall make semimonthly contributions (effective January 1, 2019) by payroll deduction subject to a premium cost of 12% that will be in effect for the 2018-2019 and 2019-2020 school year and a premium cost of 15% during the 2020-2021 school year and each school year thereafter. Premium costs will be paid through mandatory payroll deductions. The Employer shall pay no more than the applicable employer premium share of the core plan in each contract year as set forth herein.

Employees who wish to "buy-up" to the Personal Choice 20/30/70 plan may do so by payment of the same contribution as to the core plan and paying the entire difference

between the District's contribution to the premium for the core plan and the District's contribution to the premium for PC 20/30/70 plan. The District will continue to pay the same dollar contribution as it has paid under the core plan.

Employees who elect the Personal Choice 20/30/70 plan shall make semimonthly contributions based upon the buy-up formula set forth herein.

Effective as soon as practicable following Contract ratification, the parties shall form a joint labor/management committee consisting of equal representation from the Association and the District for the express purpose of meeting and discussing the potential implementation of a third health benefit plan that could potentially be offered in the District. The joint committee shall make a recommendation to their respective constituencies no later than May 1, 2019, for the express purpose of implementing a health benefit plan effective no later than July 1, 2019.

In each year, the District share of such premiums will be based on the percentage of time employed.

Coverage for eligible new employees shall become effective the 1st of the month following effective date of employment. Coverage for new employees hired for the full year shall be effective September 1st.

All premium shares will be subject to mandatory payroll deductions.

All bargaining unit employees (not including the spouses or dependents) who are enrolled in the District's health benefit plan who are habitual or regular tobacco and/or nicotine users (excluding those who use such substances less than five (5) times per year), including tobacco chewing, e-cigarettes and smokers, will be subject to an Employee premium tobacco surcharge of \$50 per month per employee, unless the covered Employee is enrolled in a smoking cessation program approved by the District or Insurance Provider/Administrator. All employees will be required to complete and execute a tobacco declaration form. Those employees who declare on said form that they do not habitually or regularly use tobacco or nicotine products shall not be subject to the monthly surcharge. Such employees are under the continuing obligation to disclose to the District any change in their tobacco use habits.

In the event that any health benefit plan offered by the District exceeds the threshold requirements for an excise tax, penalty, or other form of tax under the Affordable Care Act, the parties will agree that such tax, penalty, or other form of tax under the ACA will be shared equally between the Association and the District on a 50%/50% basis. The Association Bargaining Unit Members' share of such tax, penalty, or other form of tax under the ACA shall be made through mandatory payroll deductions.

The District shall adopt an IRS Section 125 plan and permit all employees to participate in the Section 125 flexible spending account program for medical care and dependent care (subject to an annual maximum and dependent care maximum as permitted pursuant to IRS regulations).

12.071 An Employee who retires and who wishes to continue medical insurance coverage for Employee or Employee's spouse may do so in accordance with the provisions of Section 5-513 of the Public School Code of 1949.

Until June 30, 2020, an employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served the Great Valley School District successfully for fifteen (15) consecutive years, may continue to subscribe to medical insurance coverage for the individual retiring employee only at the same District expense for a maximum period of three (3) calendar years following the date of retirement, subject to the provisions of Section 5-513 of the Public School Code of 1949, as amended. The retiree will be required to make the same contribution to the plan as a current employee plus the then current PSERS reimbursement rate.

Effective July 1, 2020, an employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served the Great Valley School District successfully for fifteen (15) consecutive years, will receive an employer-funded health reimbursement account, for so long as the same is permitted pursuant to law, in the total amount of \$20,000 under the condition that notwithstanding the provisions of Section 5-513 of the Public School Code of 1949, the individual retiring employee must no longer remain on the Great Valley School District Health Benefit Plan and must opt for either the PSERS health options plan, a private insurance plan, or an insurance plan offered by the Federal Exchange, or any other health benefit plan other than the District's health benefit plan.

12.072 Cost Containment Provision

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical and other group insurance benefits to its employees and limiting the future increases in these costs:

- (a) Married employees where both spouses work for the district will be provided with one medical insurance policy (BC/BS, major medical, dental, vision, prescription) per family.
- (b) Any employee who voluntarily opts out of medical coverage at the start of any school year shall receive an annual payment in the amount of \$2,500 for multi-party coverage or \$1,250 for single coverage pay. This payment shall be made in two equal installments in the first pay of December and the first pay of June in each year. The employee must provide proof of alternate insurance at the time of opt out. Employees may return to the plan in the case of a qualifying event, but in such cases, annual payments for that year will be prorated.

12.08 Dental Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium for Pennsylvania Blue Cross-Blue Shield basic dental program or equivalent subject to a \$50 per year deductible per covered person to a maximum of \$100 per year deductible per family effective January 1, 2005, with Prosthetic and Periodontic Riders and a policy rider for teeth restoration and replacement (Prosthetic and Crown, Inlay and Onlay Restorations) for members of the bargaining unit and their dependents. The District will pay one hundred percent (100%) of the premium for an Orthodontic Rider providing for 50% reimbursement to a maximum of \$2,000, for eligible employee dependents to age nineteen (19).

The District will pay one hundred percent (100%) for a 80% UCR rider for Prosthetic and Crown, Inlay and Onlay restoration for members of the bargaining unit and their dependents.

There will be a \$1,500 per covered person maximum benefit for each calendar year.

Coverage for new eligible employees will become effective the 1st of the month following effective date of application.

In each year, the District share of such premiums will be based on the percentage of time employed.

12.09 Vision Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium cost for individual or family coverage in a vision care program for eligible employees selecting such coverage.

Coverage for new eligible employees will become effective on the 1st of the month following effective date of employment.

In each year, the District share of such premiums for individual or family coverage will be based on the percentage of time employed.

12.10 Prescription Drug

Effective January 1, 2019, the Board will pay 88% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective July 1, 2019, the Board will pay 88% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective July 1, 2020, the Board will pay 85% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective January 1, 2019, the plan shall provide a prescription formulary drug plan with deductibles of \$10/25/50 for generic, formulary brand, and non-formulary brand. Effective January 1, 2019, specialty drugs shall be subject to a 2.5% copay by the bargaining unit member with a \$750 individual/\$1,500 annual maximum specialty premium amount. In addition, the

agreed upon Advanced Utilization Management program package incorporating prior authorization, step therapy, drug quantity management, pharmacy compounding as outlined by the Pharmacy Benefits Manager (PBM) shall remain included in the District's prescription program.

Generic drugs will be mandatory unless physician specifies otherwise. Mail order drugs shall be mandatory for all maintenance drugs with 2 co-payments for a ninety (90) day supply.

The District shall reimburse for any copays beyond one (1) in a 30-day period for the same drug prescription as the result of the Drug Quantity Management.

Coverage for new eligible employees will become effective the 1st of the month following effective date of employment.

In each year, the district share of such premiums will be based on the percentage of time employed.

12.11 Group Life Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay the premiums for Group Term Life Insurance (with double indemnity) for all full-time, and regular part-time employees who work half-time for the full school year, during the term of this contract in an amount equal to the employee's base salary rounded to the nearest thousand dollars.

Coverage for new eligible employees and any adjustments in the amount of insurance shall become effective on October 1st of each year during the term of this contract.

The District's responsibility shall be limited to payment of premiums. The District shall not be liable as an insurer.

12.12 Disability Insurance

The District agrees to pay the premiums for a single combined plan which will provide for a maximum covered salary of at least the maximum reported salary amount for each contract year and maximum benefits based upon 66-2/3% of monthly earnings. The waiting period for benefits will be thirty (30) calendar days or the end of accumulated sick leave, whichever is later. Precise terms and conditions of this benefit shall be in accordance with the master plan.

Coverage for new eligible employees shall become effective on the 1st of the month following effective date of employment.

Any employee who is involuntarily reduced from full-time to part-time status during the life of this contract may also purchase this insurance, in which case the District's share of such premium will be based on the percentage of time employed.

12.13 On the Job Injury

Employees shall not be required to work under unsafe conditions and should bring any such conditions discovered to the attention of the Administration.

All employees have the responsibility to perform any work-associated tasks in a safe fashion and to assure that school functions conducted under their supervision are affected in a safe and healthful manner. In those instances where an employee suffers injury on the job due to unforeseen circumstances and when it has been determined that the District is liable, the employee will be reimbursed for related medical and surgical expense. Appropriate medical treatment will be that authorized by a physician designated by the District. Salary payments for any associated absence will be made as follows:

Years of Service to the District	Scheduled Workdays of Full Salary
Beginning Employee to 5 full years completed as of 6/30	Up to 40 work days
Beginning 6th year 7/1 to 10 full years completed as of 6/30	Up to 80 work days
Beginning 11th year 7/1 to 20 full years completed as of 6/30	Up to 120 work days
Beginning 21st year 7/1	Up to the number of work days in the school year as defined in Section 13.01

To qualify for the above salary payment the employee must be receiving Worker's Compensation payments and must apply for any other insurance payments resulting from insurance coverage provided by the Board.

The above benefits will be debited by any payments made under Worker's Compensation provisions or payments resulting from insurance coverage provided by the Board.

The first five (5) scheduled work days of absence resulting from work-associated injury will be covered by sick leave. Sick leave will not be deducted for time required for continuous medical treatment or recuperation beyond five (5) scheduled work days up to the schedule of days listed above. Upon expiration of the above schedule, sick leave will be used. Upon expiration of sick leave an employee may request an unpaid leave of absence.

Time taken beyond that certified by the District designated physician as required for recuperation will be without pay. Fitness for return to work will be determined by the District designated physician. The employee will be available for medical examination as required by this physician until declared fit for duty.

12.14 Sick Leave

For the life of this Agreement, full-time members of the bargaining unit shall be allowed up to ten (10) days of sick leave annually with the unused portion of such allowance cumulative from year to year without limitation. Sick leave shall be pro-rated and credited to regular part-time employees. The sick day shall be understood to be the individual's normal working day.

Such leave entitlement shall be pro-rated for those teachers who start work after the beginning of the school year and for those teachers who serve only part of the school year, although medically able to serve the normal school year.

The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, but not be limited to all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated on the same terms and conditions as are applied to other temporary disabilities.

Up to ten (10) days per year of accrued sick leave may be used for illness in the immediate family. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household.

An employee anticipating the need for disability leave due to elective surgery, anticipated birth of a child, or other reasons, shall, if possible, give the District thirty (30) days written notice of the anticipated disability absence.

The Board agrees to provide all fringe benefits provided for by this Agreement while the employee is on paid sick leave.

The Board may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period of absence for which compensation is required to be paid.

For the life of this Agreement, full-time members of the bargaining unit employed by the District or its predecessors for fifteen (15) consecutive years (in either a part-time or fulltime professional capacity) shall be allowed one (1) additional day of sick leave (11 total) at the beginning of their 16th year of full-time employment and each year of full-time employment thereafter. This day will be cumulative from year to year.

Full-time members of the bargaining unit employed by the District or its predecessors for twenty (20) consecutive years (in either a part-time or full-time professional capacity) shall be allowed an additional day of sick leave (12 total) at the beginning of their 21st year of full-time employment and each year of full-time employment thereafter. These days will be cumulative from year to year.

Employees shall be given a written statement of accumulated sick leave prior to September 15 of each school year.

An employee unable to teach because of personal illness or disability who has exhausted all of his sick leave, and wishes to continue as an employee of the District, must apply for an unpaid leave of absence.

12.15 Personal Leave

Three (3) days of personal leave per year shall be granted each professional employee upon his/her request without loss of pay or charge against sick leave. Personal leave is subject to the following conditions:

- (a) Each employee shall be permitted to accumulate up to five (5) personal days for use in a single year.
- (b) At the conclusion of each school year, unused personal leave days above five (5) will be converted to sick leave days and added to accumulated sick leave.
- (c) No additional paid personal leave days shall be granted.

12.151 The approval of personnel requesting personal leave shall be based on the order of request.

The maximum number of professional staff eligible for personal leave upon request on a single day within each school building will be: seven (7) full-time teachers at the high school, five (5) full-time teachers at the middle school and three (3) full-time teachers at each of the elementary schools. Teachers who teach in more than one building shall apply for personal leave in their home building and will be counted against the quota only in their home building.

The District may, at its discretion, approve additional requests beyond the maximum per building, for personal leave, pending availability of substitutes.

12.16 Child Rearing Leave

A child rearing leave of absence of up to one (1) year shall be granted without pay to full-time, and regular part-time employees employed on a Temporary or Professional Employee Contract, in accordance with the following regulations:

12.161 An employee who is expecting or whose spouse is expecting the birth of a child who will reside in his or her household, or who expects to adopt an infant, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child shall be granted a leave of absence without pay or any other benefits granted by the District.

12.162 It is incumbent upon the employee to notify the building principal of his/her intent to request such leave as soon as reasonably possible. Application for such leave shall be in writing to the building principal at least sixty (60) calendar days previous to the date the leave is to begin unless a medical emergency precludes this. The

application shall specify the probable dates and the length of the requested leave and, except in the case of adoption, shall be accompanied by a physician's statement certifying the pregnancy and setting forth the expected date of birth. In the case of adoption, when notification by the Adoption Agency occurs less than sixty (60) days before placement the 60-day requirement shall be waived. Written verification of the placement shall be provided to the District from the agency in the event the leave is for adoption.

12.163 When applicable and possible, written notification of the disposition of such request shall be given to the employee prior to the requested effective date of such leave and shall specify an approved effective date and an approved termination date of such leave.

12.164 Child rearing leave shall be for a continuous period not to exceed one (1) year from the birth of the child or, in the case of adoption, one (1) year from the date the adoption becomes effective. Return from leave shall be scheduled to coincide with the beginning of the school year or the second semester. If the return date at the end of one year occurs after the start of a semester, the Board may extend the leave to the beginning of the next semester. The employee shall inform the principal in writing of his/her intent to return no later than sixty (60) days prior to the district-approved return date. In the event of miscarriage or death of the child, the leave may be terminated upon request of the employee with two weeks' notice and receipt of a physician's statement certifying the teacher is in good health and able to resume work. Any employee who fails to return to work at the end of the leave shall be considered to have abandoned his or her contract of employment and to have voluntarily resigned, unless circumstances otherwise explain the failure to return.

12.165 Employment following such leave shall be in the same teaching field or substantially equivalent position as the one held at the beginning of the leave.

12.166 Upon return to employment the employee shall be placed on the salary schedule at the step for which they are eligible pursuant to Section 11.015 of this Agreement.

12.167 Pension rights will not be accrued during such leave but such rights will not be taken from the employee because of the leave. The returning employee will be entitled to previously accumulated sick leave. Effective September 1, 1986, for leaves commenced on or after that date, seniority shall accrue for child rearing leaves.

12.168 Teachers on such leave shall be permitted to pay both their and the Board's regular contributions to insurance plans requiring such contributions provided the insurance carrier permits such arrangement.

12.169 No employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

12.17 Legal Leave

Employees absent due to jury duty will be paid the difference between their basic pay and any amounts received as jury fees. When required to appear in court or before a grand jury as witnesses, employees will be paid the difference between their basic pay and amounts received as witness fees. Payments will not be made when employees appear in court or before a grand jury in any capacity other than as a witness or a member of a jury. Appearance at any legal proceeding at the request of the School Administration will be considered as part of the regular job performance and as such will be paid for at the basic rate. Time required for any of the above legal situations shall not have any impact on the employee's sick benefits.

12.18 Other Leaves of Absence

Full-time professional employees may apply for a leave of absence for purposes such as, but not limited to:

- (a) Study and professional improvement.
- (b) Participation in International Federal Programs such as Peace Corps, Teacher Exchange, or Job Corps.
- (c) Serving in Public Office.

12.181 Association Leaves of Absence

A leave of absence of up to one (1) year may be granted to one teacher, upon application, for the purpose of serving as an officer of the Association or on its staff at the state or national level.

12.182 Such leaves are granted without pay. If permitted by law, the employee may continue to receive retirement credit during his/her absence as though he/she were in regular employment, provided that the employee continues to pay his/her and the District's share of retirement contributions based on the salary received during the preceding year. In order to qualify for such retirement credit, the employee must return to service in the District for at least one (1) full year following the leave of absence. However, a paid leave of absence to serve as an exchange teacher in a foreign country or territory or possession may be granted by the Board in accordance with Board policy and regulations. Applications for such leave must be made in writing at least six (6) months in advance of the period requested. Each application will be considered on its own merit and without precedent. The Board will reserve the right to approve such leaves. In order to qualify, the employee must agree to return to full time employment in the District for at least one (1) year immediately following the leave.

12.183 Sabbatical and Military Leaves of Absence

Sabbatical and Military leaves of absence will be granted in accordance with the applicable provisions of the School Code. The Board agrees that it will grant full school year sabbatical leaves (September to June) in accordance with the School Code for restoration of health.

12.184 Leaves of Absence for Professional Development

Leaves of absence for professional development will be granted in accordance with the applicable provisions of the School Code.

12.19 Return to Service

Upon return to employment in the District, the teacher shall be assigned to a position substantially equivalent to that which he/she held at the time said leave commenced. Any benefits earned up to the start of the leave will remain in effect. Benefits will accrue during the leave as provided for in the School Code. While on any Board approved leave, seniority will accrue in accordance with the provisions contained elsewhere in this Agreement.

12.20 Extensions and Renewals

All extensions or renewals of leaves shall be applied for, and replied to, in writing.

13.0 APPENDIX C HOURS OF WORK AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

13.01 The School Year

Full-time employees in the bargaining unit shall be scheduled to work 190 days per year. This number of days will be considered as the basis for the professional salary schedule. New employees shall be scheduled to work up to seven (7) additional days during their first full school year of employment in the Great Valley School District.

13.02 Length of School Day

The length of the in-school work day for all full-time Bargaining Unit Members shall be 7 hours and 45 minutes, inclusive of lunch. While the length of the school day is 7 hours and 45 minutes, the Board and the Association recognize that a teacher's professional responsibilities at times extend beyond this period. The Association agrees to extend the work day to cover these additional responsibilities. The Board agrees that activities which extend the day shall be kept at a reasonable level.

The school principals shall schedule each full-time elementary Bargaining Unit Member a minimum of 45 minutes of unassigned time daily during the student day, of which a minimum of 30 minutes is continuous during the student day.

The school principals shall schedule each full-time middle school and high school teacher with a minimum of one academic period of unassigned time daily.

13.021 On-line Courses

The online delivery of instruction by Bargaining Unit Members or third party providers to students who reside in the District will not result in the furlough or demotion of any Bargaining Unit Member. It is the intent of the District and the Association to develop and implement multiple online course offerings for students who reside in the District. In such cases where an online offering(s) is/are designed and/or implemented at the District level, such course(s) shall be taught by Bargaining Unit Members, unless there are no qualified Bargaining Unit Members who agreed to teach such course(s). The same stipulations apply to courses taken online for credit recovery. The District shall have the right to offer online programming developed and/or implemented and/or taught by third-party vendors when such programming is substantially different to a course developed and/or implemented and/or taught by a Bargaining Unit Member(s). The District shall have the right to offer online programming developed and/or implemented and/or taught by third-party vendors when a student or students who reside in the District requires specialized instruction that cannot be accomplished utilizing qualified Bargaining Unit Members or when the students are currently not being educated by the district or in cases involving credit recovery.

13.03 Vacancy or New Position Posting and Procedures

When a professional, administrative, or EDR vacancy exists, notice of such a vacancy will be posted in all school buildings unless not practical, such as during vacation periods. Notice of such a vacancy will also be emailed to all bargaining unit members within 2 days of the vacancy being identified by the District. During summer vacation the President of the Great Valley Education Association or designee will be notified and ten (10) copies of the notice of such vacancy will be made available to him/her at the District Office. Such notice shall set forth a brief description of the position, desired qualifications, salary—if established, and procedure for application. No vacancy shall be filled until such opening shall have been posted for two (2) weeks unless there is an urgent need to fill the position more quickly. Any teacher may apply for such opening.

In recommending to the Board an appointment to fill such opening, the Administration will give consideration to all relevant factors including the competency, experience, professional background and attainment of all applicants.

All members of the bargaining unit who are interviewed for a position in the District, other than the one currently held, shall be notified in writing of the outcome of their candidacy within one (1) week after action by the Board.

Members of the professional staff who wish to initiate transfer requests or make advance application for given positions must do so in writing. Such requests shall be directed through the building principal to the District Superintendent. Written acknowledgement

of receipt of such requests or applications shall be made within two (2) weeks and shall include an indication of the action that might be expected. Professional applications and a written record of the subsequent action taken shall be placed in the individual's personnel file.

13.04 Reassignment

Professional employees will be notified of any change in their assignments as soon as possible. Professional employees who are reassigned to a different building in keeping with the needs of the educational program or to resolve special situations shall be given the opportunity for advance discussion with the Superintendent.

If the employee is not satisfied with the Superintendent's decision, it may be appealed to the Board. Any such appeal shall be in writing and sent to the Board President within five (5) days of receipt of the Superintendent's decision. A committee of the Board appointed by the Board President shall hear such appeal. The Board committee's decision shall be final and not subject to the grievance procedure.

13.05 Managerial Rights

It is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Agreement, the employer has and will retain the sole right and responsibility to direct the operations of the District and to determine matters of inherent managerial policy which shall include but not be limited to the following: functions and programs of the District, overall budget, utilization of technology, organizational structure, selection, direction and transfer of personnel, and promulgation and enforcement of policy statements.

13.06 Association Rights

13.061 Use of Bulletin Boards

The District will permit the placement and/or use of appropriately sized bulletin board in each faculty lounge or faculty dining room for the exclusive use of the Association. Joint approval will not be required of material posted but copies of all duplicated materials will be given to the building principal.

13.062 Use of Mail Facilities

The Association will be permitted the use of school mail boxes as long as space for regular school purposes remains available.

Inter-school mail distribution arrangements may be utilized by the Association. Copies of all duplicated materials distributed to the general membership will be given to the building principal.

13.063 Attendance at Conventions

Up to a total of twelve (12) days personal leave shall be granted by the Superintendent for the purpose of Association delegates attending PSEA conventions. In such cases the Association will reimburse the District in the amount of the substitute's per diem salary. The President of the Association shall submit to the Superintendent written notification of designated delegates(s) with dates(s) of meeting(s) which require absence from teaching duties. When possible, such notification shall be made at least ten (10) days prior to the start of such leave.

13.064 Use of School Buildings - Meetings

The Association may use the school buildings to conduct meetings after the teacher work day. Request for such use shall be made in accordance with the procedures and regulations set forth in School Board policy.

13.065 The Board agrees to furnish the Association, upon reasonable request, District information normally available to the public.

13.066 Association Rights – School Board Meetings

The Great Valley Education Association President will be provided an opportunity to speak at all Board meetings during the public comment period regardless of whether the President is a resident of the Great Valley School District. The Great Valley Education Association President shall be subject to the same time limitations imposed on any other resident of the District.

13.07 Professional Employee Rights

13.071 Just Cause Provision

Just cause shall be shown when any professional employee is formally reprimanded, disciplined or reduced in compensation. All information forming the basis for such action will be made available to the professional employee upon request. Any suspension of a professional employee, pending charges, shall be without pay.

13.072 Evaluation of Students

Grades awarded students for the quality and value of their work shall not be changed without the knowledge of the teacher or teachers involved. When the Administration determines that student marks shall be changed, the teacher or teachers involved shall be notified in writing of the change and the reason for such change.

13.073 Employee Personnel File

For the purpose of this Article, the term personnel file is defined as the employee's personnel folder which is maintained by the Superintendent or designee at the central administration office.

No material or complaint which is derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's file without the employee's knowledge. The employee has the right to submit a written rebuttal which shall be attached to the aforementioned material.

Bargaining Unit Members may petition the Superintendent in writing annually to have materials removed from their file.

An employee who is not satisfied with an evaluation or observation report has the responsibility and right to prepare a formal statement which shall be attached to all copies.

An employee has the right, after establishing an appointment with the Superintendent or designee, to examine any materials placed in his/her personnel file. The employee shall not have the right to examine the following:

- (a) Confidential credentials and confidential letters of recommendation.
- (b) Administrative interview notes, evaluations and reports completed prior to employment and/or completed in connection with application for a different position and/or assignment.

13.08 Job Security

13.081 It is the intent of the Board and Association that this Article shall take precedence over Section 1125.1 of the Public School Code of 1949, as amended and shall govern suspension (layoff) of Professional Employees and termination of Temporary Professional Employees.

13.082 The District has the right to realign staff in the event of a suspension (layoff) so as to retain more senior employees. Employees who are to be suspended, and who are certified in areas other than their current teaching assignment, shall have the right to displace less senior employees in those areas.

13.083 Whenever a Professional Employee, as defined in the School Code, is to be suspended (laid off), such suspension shall be in inverse order of seniority among all employees currently working within a given area of certification and those employees on Board approved leave who were working within the same given area of certification immediately prior to the leave.

13.084 Whenever a Temporary Professional Employee, as defined in the School Code, is to be terminated for any reason appropriate for the suspension of a Professional

Employee, such termination shall be in inverse order of seniority among all Temporary Professional Employees currently working within a given area of certification and those employees on

Board approved leave who were working within the same given area of certification immediately prior to the leave. Temporary Professional Employees shall be terminated prior to the suspension (layoff) of a Professional Employee currently teaching within the same area of certification.

13.085 Seniority shall be defined as the length of continuous full and pro-rated part-time service accruing to Professional Employees (as that term is defined in the Public School Code) while in the employ of the District or its predecessors dating from the individual's first day of work as a Professional or Temporary Professional Employee, as approved by the District.

13.086 Seniority shall accrue during Board approved unpaid leaves of absence.

13.087 Seniority shall accrue during all paid leaves including sabbatical.

13.088 Seniority shall accrue during suspension (layoff) to a maximum of three (3) years. For employees working part-time at the time of suspension, accrual shall be computed into full time equivalent days on a pro-rated basis.

13.089 Seniority

- (a) Seniority is lost as a result of resignation, discharge, termination of employment, failure to report when recalled from suspension within the specified time limit.
- (b) Any Temporary Professional Employee who has been rated Satisfactory and who has been terminated shall, upon re-employment as a Professional or Temporary Professional Employee, be credited with his/her previously earned seniority.

Unpaid leave time which counts toward the accrual of seniority as provided in this Agreement shall not result in any increase in salary treatment except as required in the School Code.

13.08101 No more than a maximum of one (1) year of seniority shall accrue during any calendar year.

13.0811 Seniority shall be computed and expressed in full school years and full-time equivalent days. (For example, a Temporary Professional Employee who renders full-time service for a full school year and service as 2/5 employee for the following full school year shall have one year and 76 days of seniority. ($2/5 \times 190 \text{ days} = 76$ full-time equivalent days.)

13.0812 If two or more employees have exactly the same amount of service, the date of Board action to elect shall govern. When this too is equal, the determination shall be made by drawing lots. Determination of relative seniority shall be made promptly after employment.

13.0813 Any Professional Employee who is suspended (laid off) shall retain employment rights in his/her area of certification except as stipulated in Paragraph 13.095 below.

13.0814 Reinstatement shall be in inverse order of suspension (layoff). Notice of reinstatement shall be made by registered mail to the employee's last known address. The employee shall have fourteen (14) calendar days, beginning with the receipt of or the date of the Postal Services' attempt to deliver the registered letter, to respond to the District's inquiry regarding reinstatement. Lack of written response by the employee within fourteen (14) calendar days shall absolve the District from all current and future reinstatement obligations. It shall be the obligation of the employee to keep the District informed annually of his/her current mailing address.

Any suspended (laid off) employee shall have a maximum of fourteen (14) calendar days from the date of his/her written response to the District's offer of reinstatement to report for duty as assigned, unless such time limit is extended by the District or the individual is enrolled in a college program in which case return to work may be delayed until the end of the current semester.

13.0815 Where temporary vacancies exist in the District as a result of an approved leave of absence granted to a Professional or Temporary Professional Employee, the District shall offer to suspended (laid off) employees who are properly certified the opportunity to fill such vacancies as long-term substitutes prior to seeking outside candidates for such substitute service. During such substitute service, suspended (laid off) employees shall be eligible for all benefits of this Agreement as if they were contracted employees, including the right to accumulate seniority during the period of substitute service.

13.0816 If a suspended (laid off) employee fails to accept an offer to fill a temporary vacancy anticipated to last at least ninety (90) or more continuous workdays during one school year, such employee shall have absolved the District from all current and future reinstatement obligations to offer such employee the right to fill out any temporary vacancy provided that an individual enrolled in a college program may delay acceptance of the offer until the end of the college semester.

14.0 APPENDIX D - GRIEVANCE PROCEDURE

The following procedures will apply in the processing of grievances by the Great Valley Education Association, PSEA, NEA, hereinafter called the Association, and the Great Valley School District.

14.01 Definitions

14.011 A “grievance” as used in this Agreement shall mean an assertion by a member of the bargaining unit or a group from within the bargaining unit represented by the Association, or the Association itself, that there has been as to him/her, them, or it, a violation of a specific provision of the written Agreement between the Board and the Association.

14.012 A “grievant” as used in this Agreement is a member or members of the bargaining unit within one school making the assertion with Association representation.

14.013 The term “days” when used in this Article shall mean working school days; thus, weekend or vacation days are excluded.

14.014 “Representative” as that term is used in this Agreement shall mean only a duly authorized member of the Association.

14.015 “Group Grievance” shall mean grievances by members of the bargaining unit in more than one school.

14.016 “Witness” as used in this Article shall mean an adult who will appear individually only to give testimony and will not otherwise be present.

14.02 Regulations

14.021 The purpose of this procedure is to secure at the lowest possible administrative level an orderly, expeditious, equitable solution to any grievance.

14.022 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Extensions in the number of days may be mutually agreed upon by the parties participating at that step in the procedure.

14.023 In the event a grievance is filed on or after June 1, all the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance processing may be completed prior to the end of the school term or as soon thereafter as is practicable.

14.024 In the event a grievance is filed so that sufficient time as stipulated under all steps of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeal, then said grievance shall be continued in the new school term in September under the terms of this Agreement unless mutually agreed otherwise.

14.025 Upon selection and certification by the Association, a faculty grievance representative will be recognized in each building. A list of such representatives will be provided to the District Superintendent.

- 14.026** Failure to file the grievance form within twenty (20) days of the alleged violation shall bar action within this procedure.
- 14.027** All communications concerning grievances shall be transmitted in writing to the grievant and the grievant shall also follow the same procedure of using written communication.
- 14.028** Meeting times for settling alleged grievances will be scheduled at mutually agreed upon times.
- 14.029** A grievance will be considered resolved and closed if it is not appealed to the next step within the time limits specified. Failure at any step of this procedure to communicate the decision in writing on a grievance within the time limits specified shall permit the grievant to proceed to the next step.

At all steps of the grievance procedure, the grievant shall have the right to Association representation and to present witnesses. Testimony by witnesses will become a part of the record. No professional organization other than the GVEA and/or its parent organizations may represent a grievant under this procedure.

- 14.02101** Subject to the final decision concerning the grievance, the authority of the responsible administrator or Board shall prevail in the disputed question.
- 14.0211** All documents, communications and records shall be filed separately from the personnel records of the grievant. Such records shall be held confidential and not distributed outside the District or within the District to other than persons concerned with the grievance.
- 14.0212** If any member of the Association's Grievance Committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievance except in the case of group grievances as outlined. In such instances an alternate shall be named by the Association and the Superintendent notified.

14.0213 **Initiation of Group Grievance - Step II**

When members of the bargaining unit in more than one school have a grievance, the chairman of the Grievance Committee in the name of the Association, may initiate a group grievance on their behalf. The written grievance shall be filed with the Superintendent, and information copies of the grievance shall be sent simultaneously to the principal or principals of the employees involved.

14.03 Procedure

Prior to initiating the grievance procedure, the employee or employees shall first discuss the alleged grievance with the building principal or the immediate supervisor.

The grievance procedure shall begin as follows: (Group Grievances shall begin at Step II).

14.031 Step I

Individual Grievances: filed with the principal or immediate supervisor.

14.032 A person with an alleged grievance will discuss it with his principal and/or immediate supervisor, accompanied by his Association representative, with the object of resolving the matter informally.

14.033 If this informal meeting does not resolve the issue, the grievant shall present the grievance in writing on a District form distributed by the Association, within ten (10) days after the informal meeting of section 14.032 of Step I. The form also will be available in the office of the building principal.

14.034 The principal shall send his decision in writing to the grievant within ten (10) days following the receipt of the grievance form.

14.035 If requested by the grievant, the principal shall schedule a conference to be held within ten (10) days of the receipt of the grievance form. The building principal may have another administrator present at the conference. If a conference is held, the principal shall send the decision in writing to the grievant and representative within ten (10) days following the conference.

14.04 Step II

14.041 Within ten (10) days of receipt of the decision rendered by the principal, the decision of the principal may be appealed to the Superintendent. The appeal shall include a copy of the decision being appealed, copies of all other pertinent documents, and the grounds for regarding the decision as incorrect. It shall also state the name of all participants officially present at the prior hearing.

14.042 Appeals to the Superintendent shall be made to the Superintendent or designee. If a hearing is to be conducted such hearing shall be heard within ten (10) days of the receipt of the formal appeal. Written notice of the time and place of the hearing shall be given at least five (5) days prior to the hearing to the grievant and his/her representative. The Superintendent or designees, plus no more than two members of the administration, plus the grievant and no more than two representatives of the Association will meet to discuss the grievance. If the grievant is not satisfied with the disposition of the case within ten (10) days of the appeal, he/she may move on to the next level.

14.043 Within ten (10) days of receipt of the appeal (If no hearing is conducted or within ten (10) days of hearing the appeal, if a hearing is conducted), the Superintendent or designee shall communicate to the grievant and his/her representative the written decision, which shall include supporting reasons therefor.

14.044 If the grievance is not resolved, the grievant may appeal to Step III, provided it is done within ten (10) days of receipt of the written decision.

14.05 Step III

14.051 The appeal in written form shall be addressed to the President of the Board of School Directors with a copy sent to the District Superintendent. The President or designee may schedule a hearing. If conducted, it shall be held within twenty (20) days. Any hearing shall be conducted by a Committee of the Board to review the grievance and to make recommendations to the Board.

14.052 The written decision of the Board shall be sent to the grievant and his/her representative within (10) days of receipt of the appeal or any hearing that is conducted.

14.06 Step IV

14.061 If the grievance is not resolved, the Association shall have the right to appeal to binding arbitration, provided such notice of appeal is sent to the Board within ten (10) days after the Board's written decision has been rendered. Such written notice to the Board shall include a statement setting forth precisely the issue to be decided by arbitration and the specific provision of the Agreement involved. Within ten (10) days of receipt by the Board of the grievant's notice of appeal to binding arbitration, the Board and the Association shall jointly request a list of seven arbitrators from the Bureau of Mediation. Within ten (10) days after receipt of the list, the parties shall decide the arbitrator for the grievance hearing by alternately striking one name from the list until one shall remain. The public employer shall strike the first name. The parties involved shall not be permitted to assert any ground or evidence in arbitration if such was not disclosed at any of the previous appeal steps. The costs for the service of the arbitration will be borne equally by the Board and the Association.

14.062 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

14.07 General Provisions

14.071 Group grievances shall begin at Step II and follow the same procedures as individual grievances through succeeding steps of the procedure.

14.072 No prejudice will attend any person by reason of utilizing or participating in the procedures contained in this Agreement.

14.073 Forms for processing grievances will be jointly developed by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

14.074 Identical grievances on the same subject, involving members of the bargaining unit in one building, will be filed as one grievance.

14.075 Designated staff members of the Association will be permitted to visit other schools within the District for the purpose of investigating an alleged grievance that cannot be investigated during other than school hours. Such staff members will notify the building principal in writing of the destination, time of departure, and estimated time of return. Such staff members will report to the visited building principal upon arriving at the school. Such investigations will not be done during assigned duty time.

14.076 In the event any employee or the Association exercises any right of appeal to court or to administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such appeal is filed. In the event the court or agency defers to the grievance process, a grievance which has been timely filed may be processed.

15.0 APPENDIX E - MISCELLANEOUS PROVISIONS

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

15.02 Compliance Between Individual and Master Agreement

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

15.03 Printing Agreement

Upon request by a bargaining unit member, a copy of this Agreement shall be printed at the expense of the Board after the Agreement is signed. The Agreement shall be distributed within a reasonable time to any bargaining unit member that makes such a request.

16.0 APPENDIX F - EDR Non-Coaching and Coaching Salaries - 2018-2021

APPENDIX F

EDR Non-Coaching and Coaching Salaries

2018-2021

GREAT VALLEY HIGH SCHOOL COACHING	<u>2018-2021</u>
Baseball, 9th	4,415
Baseball, Asst.	4,907
Baseball, Head	6,868
Basketball, 9th Boys	4,415
Basketball, 9th Girls	4,415
Basketball, Asst. Boys	5,396
Basketball, Asst. Girls	5,396
Basketball, Head Boys	8,341
Basketball, Head Girls	8,341
Cheerleading, Asst.	2,453
Cheerleading, Head	4,415
Cross Country, Asst.	3,924
Cross Country, Head	5,887
Football, 9th	5,887
Football, Asst.	7,358
Football, Asst. 9th	5,396
Football, Head	11,770
Golf, Head	4,907
Golf, Asst.	4,415
Hockey, 9th	4,415
Hockey, Asst.	4,907
Hockey, Head	6,868
Lacrosse, 9th Boys	4,415
Lacrosse, 9th Girls	4,415
Lacrosse, Asst. Boys	4,907

Lacrosse, Asst. Girls	4,907
Lacrosse, Head Boys	6,868
Lacrosse, Head Girls	6,868
Soccer, 9th – Boys	4,415
Soccer, 9th – Girls	4,415
Soccer, Asst. Boys	4,907
Soccer, Asst. Girls	4,907
Soccer, Head Boys	6,868
Soccer, Head Girls	6,868
Softball, 9th	4,415
Softball, Asst. Girls	4,907
Softball, Head Girls	6,868
Spring Track, Asst.	4,907
Spring Track, Head	7,358
Swimming, Assistant	3,924
Swimming, Head	5,887
Tennis, Head Boys	5,887
Tennis, Asst. Boys	3,924
Tennis, Head Girls	5,887
Tennis, Asst. Girls	3,924
Trainer, Asst.	7,848
Volleyball, Head Girls	5,887
Volleyball Asst. Girls	3,924
Winter Track, Head	5,887
Winter Track, Asst.	3,924
Wrestling, Head	8,341
Wrestling, Asst.	5,396
Intramurals	4,415

GREAT VALLEY HIGH
SCHOOL NON-COACHING

2018-2021

Academic Challenge	2,453
Multi-Cultural/Diversity Club	1,471

Chamber Singers	4,415
Comptroller	4,908
Detention Supervisor	11,770
Drama Guild	7,554
Drama Guild Producer (Fall)	1,471
FBLA	3,433
Freshman Class Sponsor	1,963
Junior Class Sponsor	2,945
Literary Magazine	2,453
Marching – Drill	2,453
Marching – Percussion	2,453
Marching – Flags	2,453
Marching Special Area Head	2,453
Marching/Concert/Jazz	11,770
Marching Band Asst.	5,887
National Honor Society	2,453
Newspaper	4,415
Press & Publicity	3,433
Senior Class Sponsor	4,415
Sophomore Class Sponsor	2,453
Stage Crew	7,358
Student Activities Director	13,243
Student Council	4,415
Student Musical Producer	2,453
Student Musical Orchestra	1,471
Student Musical Choral	1,471
Student Musical Choreographer	1,471
Technology Resource Teacher	3,556
Television Studio	3,924
Webmaster	3,556
Weightlifting	3,924
Yearbook	4,415

GREAT VALLEY MIDDLE
SCHOOL COACHING

2018-2021

Athletic Director	13,242
Baseball, Head 8th	4,415
Baseball, Head 7th	3,434
Basketball, Head, 8th Boys	4,415
Basketball, Head, 8th Girls	4,415
Basketball, Head, 7th Boys	3,434
Basketball, Head, 7th Girls	3,434
Cheerleading	2,943
Cross Country, Head	4,415
Cross Country, Asst.	3,434
Football, Head grade 8	5,887
Football, Asst. grade 8	4,907
Football, Head grade 7	5,887
Football, Asst. grade 7	4,907
Hockey, Head 8th	4,415
Hockey, Head 7th	3,434
Hockey, Asst. 7th	2,453
Lacrosse, Head 8th – Girls	4,415
Lacrosse, Head 7th – Girls	3,434
Lacrosse, Asst. 7th – Girls	2,453
Lacrosse, Head 8th – Boys	4,415
Lacrosse, Head 7th – Boys	3,434
Lacrosse, Asst. 7th – Boys	2,453
Soccer, Head 8th Boys	4,415
Soccer, Head 7th Boys	3,434
Soccer, Asst. 7th Boys	2,453
Soccer, Head 8th Girls	4,415
Soccer, Head 7th Girls	3,434
Soccer, Asst. 7th Girls	2,453
Softball, Head 8th Girls	4,415
Softball, Head 7th Girls	3,434

Track, Head	4,415
Track, Assistant	3,434
Volleyball, Head Girls	4,415
Volleyball, Asst. Girls	3,434
Wrestling, Head	4,415
Wrestling, Asst.	3,434
Intramurals	8,830

**GREAT VALLEY MIDDLE
SCHOOL NON-COACHING**

2018-2021

Audio-Visual	2,358
Computer Proctor	2,358
Detention Monitor	11,130
Student Musical – Director	3,776
Student Musical - Choral Director	1,471
Student Musical – Choreographer	1,471
Student Musical – Finance	426
Stage Crew – Lights	712
Stage Crew – Set	712
Stage Crew – Sound	712
School Newspaper	2,453
School Store	2,453
Yearbook	2,453
Student Council	3,924
Technology Resource Teacher	2,400
Television Studio	3,772
Webmaster	2,400

**ELEMENTARY SCHOOLS
NON-COACHING**

Envirothon	1,442
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Musical	2,400
Instrumental Music	3,924
Instrumental Strings	3,434
Intramurals	3,924
Science Fair	1,442
Student Council	1,442
Technology Resource Teacher	2,400
Video	2,453
Webmaster	2,400

LONGEVITY PAYMENT

Employees performing EDR's will be compensated for experience in the position or sport as follows:

Year 1, 2, 3	0
Year 4, 5, 6	\$235
Year 7, 8, 9	\$472
Year 10 and up	\$708

The longevity bonus will be applied when compensated for EDRs.

17.0 APPENDIX G - GREAT VALLEY SCHOOL DISTRICT/GVEA SICK LEAVE BANK GUIDELINES

A. Purpose

The sick Leave Bank is intended to provide paid sick leave to supplement bargaining unit members' personal accumulated sick leave days that become exhausted in the event of catastrophic illness or accident of employee or employee's immediate family as determined by the sick leave bank committee.

B. Terms of Membership

1. Membership in the Bank shall be voluntary. This fifty percent (50%) rate will be required to keep the bank operational. All participants must be temporary professional employees or professional employees.
2. Initial applications for membership will be submitted to the Sick Bank Committee in writing on appropriate forms by September 30th of each school year. Any newly hired bargaining unit members must join within 30 days of their hire date.
3. The membership fee shall be one (1) sick day in the first year of membership (including a proration for part-time staff). Committee members will determine subsequent year membership fee on an as needed basis not to exceed one (1) sick day per year. Any current bargaining unit member who joins in a succeeding year must contribute an equal number of days as those who joined in the first year of operation. A member who terminates may not withdraw his/her previous contributions from the Bank. Termination of membership may be voluntary, the result of leaving the district, or the result of failure to return on the time those forms necessary for contributing days to the Sick Leave Bank.

C. Use of the Bank

1. The Sick Leave Bank will cover catastrophic illnesses and accidents of the Employee. Bank benefits shall not be available to employees on child rearing leave.
2. For a member to receive any benefit from the sick leave bank, all accumulated sick and personal leave must be exhausted.
3. The Sick Leave Bank Committee shall consist of six (6) elected association members (one from each building) and one non-voting member of the business office for recording purposes only. Elections shall be conducted to allow variable terms of membership so as there will not be a complete turnover of the committee in any given year. A chair will be elected by the committee.
4. Any member who wishes to access sick days from the bank must complete written application and submit to the Sick Leave Bank Representative in their building. A physician's letter of prognosis and expected duration of disability must be included in the application. In addition, it shall be the responsibility of the member to provide

a progress report from the physician at such intervals as determined by the Sick Leave Committee. Failure to provide this report may result in termination of Sick Leave Bank use. All decisions rest with the committee and cannot be appealed. Upon receipt of the application, the Sick Leave Bank Committee will attempt to meet and render a decision within five (5) school days.

5. Members are eligible for sick leave benefit of up to twenty (20) days per medical need with a life-time maximum of thirty (30) days. Part-time staff will receive a pro-ration of such maximum. The sick leave bank will coordinate with the district's disability coverage. It is understood that no member may access both the disability coverage and sick leave bank simultaneously. A maximum of ten (10) family illness days can be used in any given school year as per the Collective Bargaining Agreement.
6. While receiving benefits from worker's compensation, disability, disability retirement, social security, and/or a medical sabbatical, employees will not have access to the sick leave bank.
7. All Sick Leave Bank benefits shall be at the employee's daily rate less usual deductions.
8. There will be an annual state of the bank report made to members and the school district business office committee within (30) days of the enrollment period.

18.0 APPENDIX H - MEMORANDA OF UNDERSTANDING

The Memorandum of Understanding in the prior Collective Bargaining Agreement consisting of Mentor Pay, Sick Leave and IEP Compensation will carry over into the new Agreement.

18.01 IEP Compensation

18.011 The District and the Association will follow the 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 Special Education. These protocols will be evaluated annually by a joint labor-management committee.

18.012 Memorandum of Understanding between the Great Valley School District and the Great Valley Education Association Great Valley Special Education Protocols

1. Teachers will look ahead at their IEP/RR schedule to identify and anticipate places where they may need time to meet deadlines.
2. Teachers will report anticipated problem areas to their building principal as soon as possible (a minimum of two weeks prior to the need – if possible).
3. Principals will review the potential problem area(s) with the teacher and determine what resources within the existing building supports can be used to help cover a “reasonable” block of time to cover the teacher’s need. Principals will make every effort to match the resources to the anticipated need(s).
4. Principals will communicate to the teacher in a reasonable amount of time about when the block of time will occur for the teacher to work on IEPs/RRs.
5. It is expected that there will be a mutual understanding between the principal and the teacher that any expressed need by the teacher is a true need.
6. If after meeting with the principal, teachers have concerns with the amount of support available they can contact the Director of Special Education to discuss any concerns.

18.02 Mentor Pay

MEMORANDUM OF UNDERSTANDING MENTOR PAY

AND NOW, the Great Valley School District (the “District”) and the Great Valley Education Association (“Association”) enter into this Agreement.

WHEREAS, the District and the Association are parties to a collective bargaining agreement covering the period of July 1, 2009 through June 30, 2014 (“CBA”);

WHEREAS, bargaining unit members have previously served in the positions of mentor and curriculum mentor and continued to serve in such positions during the 2011-2012 school year;

WHEREAS, in the 2011-2012 school year, the District refused compensate bargaining unit members serving as mentors and/or curriculum mentors;

WHEREAS, the Association filed a grievance concerning the District’s failure to compensate bargaining unit members serving in these positions; and WHEREAS, the District and Association have agreed to resolve the grievance.

NOW THEREFORE, the District and the Association, intending to be legally bound hereby, agree as to resolve the grievance follows:

1. The District shall compensate bargaining unit members who served as a mentor during the 2011-2012 school year at the rate of \$750.00 each.
2. The District shall compensate bargaining unit members who served as a curriculum mentor during the 2011-2012 school year at the rate of \$250.00 each.
3. The District shall continue to compensate bargaining unit members serving as mentors at the rate of \$750.00 each during the 2012-2013 school year and each school year thereafter.
4. Commencing with the 2012-2013 school year, the District will not provide additional compensation to bargaining unit members serving as curriculum mentors.
5. Neither the District and nor the Association are precluded from bargaining the issues addressed in this Agreement in a successor collective bargaining agreement. Absent an agreement specifically modifying this Agreement, however, this Agreement shall remain in full force and effect.

6. The Association shall withdraw the grievance.

In Witness Whereof, the parties hereby execute this Memorandum of Agreement this Agreement 18 day of September, 2012.

By: /s/Nicola Salvatico, President By: /s/Charles E. Linderman
Great Valley Education Association Board Secretary Great Valley School District