

**SAUCON VALLEY SCHOOL DISTRICT
PROFESSIONAL CONTRACT**

between the

BOARD OF SCHOOL DIRECTORS

and

THE SAUCON VALLEY EDUCATION ASSOCIATION

**Tentative Agreement
September 1, 2008 through June 30, 2012**

PREAMBLE

AGREEMENT, made this ~~1st day of March, 2006~~ (*insert new date*), by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the "Board" and the SAUCON VALLEY EDUCATION ASSOCIATION OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the "Association."

WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extensions of our democracy; and

WHEREAS, the parties to this Agreement have a common goal in providing the best possible education for all children; and

WHEREAS, the Board and the Association are mutually committed to the human rights and dignities of all and to policies and programs necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal education opportunity for all pupils of the Saucon Valley School District with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Saucon Valley School District to ensure that good order and discipline are maintained throughout the School District and that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain a good educational program and effectuate good order and discipline in his/her classroom; and

WHEREAS, the success of the Saucon Valley Education Program is dependent upon the knowledge, skill and creative ability of teachers, as well as the knowledge, skill and creative ability of the supervisory personnel and the dedication of the members of the Board; and

WHEREAS, the Association recognizes that the basic responsibility of each teacher is to use his/her skills and expertise in the most effective manner to improve the quality of education offered by the Saucon Valley School District; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the teachers in the classroom and the Board, which is responsible for the operation of the school system; and

WHEREAS, the laws of the Commonwealth of Pennsylvania authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining with representatives of the employees under Public Law 195; and

WHEREAS, the parties in this Agreement believe that the best interests of public education will be served by established procedures for bargaining with teachers represented on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been duly elected by a majority of teachers as the exclusive representative of the teachers for the purpose of dealing with the Board on matters of teaching concern; and

WHEREAS, the parties desire to incorporate their Agreement and certain other matters into a formal contract, and believe that such action is in the best interest of the community, children, school system, and teachers; and

WHEREAS, it is recognized that the primary duty and responsibility of the teachers is to exercise their professional skill and that the organization of the school and the school day should be directed at ensuring that the energy of the teacher is primarily utilized to this end; and

WHEREAS, the parties mutually agree that the Board, by Act No. 195, not being required to bargain over matters of inherent managerial policy, this Agreement shall not relate to areas of discretion or policy which are the functions of the Board, standards of services, organizational structure and selection and direction of personnel, all powers reserved to the Board under Section 702 of Act 195;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

The parties hereto are as follows: Saucon Valley School District, whose address is 2097 Polk Valley Road, Hellertown, Pennsylvania 18055, hereinafter referred to as the "SCHOOL DISTRICT", and the SAUCON VALLEY EDUCATION ASSOCIATION, whose address is the current address of the Saucon Valley Education Association President, hereinafter referred to as the "ASSOCIATION".

Both parties hereto, intending to be legally bound, mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this Agreement may be altered, changed, added, deleted from, or modified only through the mutual consent, in writing, of the parties hereto.

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

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all Employees included in the Bargaining Unit as certified and determined by the Pennsylvania Labor Relations Board.

ARTICLE III

A. TERM OF AGREEMENT

The term of the Agreement shall begin on *September 1, 2005 2008, succeeds all prior Agreements, and shall continue in full force and effect through August 31, 2008 June 30, 2012*, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended ending date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

B. MODIFICATION OF AN AGREEMENT

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.

C. INTERPRETATION OF AGREEMENT

1. In the event any provision of this Agreement shall be determined by a competent court of record to be in conflict with state statutes, only the provision shall be stricken and all other provisions of this Agreement will continue in effect.

2. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted at any time, whether contained herein or not, during the life of this Agreement.

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts and the parties agree that future contracts will be negotiated within the spirit and intent of Act 195 aforesaid.

ARTICLE IV

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any Professional Employee rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or any other applicable State or Federal laws and regulations.

Nothing contained herein shall be construed to deny or restrict the Board with respect to any powers, duties or prerogatives entrusted to the Board under the Public School Code of 1949, as amended, or the Public Employee Relations Act No. 195, or any other applicable State or Federal laws or regulations.

ARTICLE V

SAVINGS CLAUSE

The Association and the Board agree that, consistent with the philosophy and principles set forth in the Preamble to this Agreement, it is essential that the parties provide for an orderly mechanism for change to occur so that the challenges and problems of the twenty-first century might be approached with flexibility and creativity. At the same time, the parties agree that those rights and privileges contained in this Collective Bargaining Agreement as well as the Pennsylvania School Code of 1949, as amended, as they affect the said parties shall be retained.

The parties therefore, agree as follows:

When the Board perceives the need for changes in terms and conditions of employment which are not governed by the express language of this Agreement, it, the Board, shall promptly notify the Association of its perception.

The Association shall select a committee of not more than five (5) Bargaining Unit Members who together with the Board shall meet in good faith in an attempt to reach an agreement on said perceived changes.

At said meeting or meetings, the Board shall set forth its proposal or proposals in terms of (a) its rationale, (b) its educational soundness, and, (c) its specificities.

If agreement between the parties occurs as a result of said meetings, said change or changes shall be implemented at the commencement of either the fall or spring semester.

Where agreement does not occur as referenced in number four (4) above, the Board is free to implement said change.

The Board's action in any of the above shall not be arbitrary or capricious.

ARTICLE VI

A. RIGHTS OF THE ASSOCIATION

1. Information:

The Association, of necessity, must request such financial and personnel data as may be reasonably disclosed and will assist in developing sound recommendations. Any reasonable additional information which may be necessary for the Association to process any grievance or complaint shall be made available by the Board.

2. Bulletin Boards:

The Association shall have, in each building, the use of a bulletin board in each faculty lounge and/or teachers' dining room.

3. Use of School Buildings:

The Association for the purpose of general membership meetings and/or committee meetings may meet in a school facility provided said meetings do not conflict with a prior scheduling of the facility by the School District, provided that such meetings are limited to members of the Saucon Valley Education Association and its advisors, and provided further that all requests for same shall adhere to administrative procedure, and that the Board shall not unreasonably refuse such request.

4. Use of Communication Facilities:

The Association shall have the right to use the inter-school mail facilities, including e-mail, provided it is not used for Association business during instructional time and mail boxes as it deems necessary with the approval of the building principals or other members of the administration.

5. President Visitations:

The President of the Association, or a representative appointed by the President, shall be allowed to visit schools, before and after school, and other times as approved by the Superintendent to investigate working conditions, teacher complaints or problems, or for the other purposes relating to Association affairs. If the President desires a conference with the principal, he/she will provide reasonable advance notice of his/her visit.

6. Board Agenda:

Detailed Agendas of Board Meetings shall be made available in the District Office to the President of the Association, or his/her designee, by 3:00 p.m. of the Friday proceeding the meeting day.

7. School District Policy:

A copy of the School District Policy as it is formulated shall be provided the President of the Association.

8. Association President Leave:

Effective with the 2006-2007 school year, the President of the Association shall be permitted to utilize up to two (2) school days per year with prior permission from the Superintendent without loss of pay or benefits in order to conduct Association business for conferences or other outside-the-District Association activities.

B. PREROGATIVES OF THE SCHOOL DISTRICT

1. It is understood by the parties that under the laws of the Commonwealth of Pennsylvania, the School District is forbidden to, and by this Agreement does not, waive any rights or powers granted it by such laws. Management of the Saucon Valley Schools is vested solely with the Board of the School District.

2. The Board of the School District reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended, or recorded during the life of this Agreement by the Board of the School District, are expressly acknowledged and accepted by the Bargaining Agent on behalf of its Members as the policy of the SAUCON VALLEY SCHOOL DISTRICT to which all Employees are bound.

C. MEET AND DISCUSS

The Board agrees to meet and discuss with the Association, on policy matters affecting wages, hours and terms of employment, as well as the impact thereon, upon request of the Association.

D. COPIES OF AGREEMENT

Copies of this Agreement shall be printed at the expense of the Board and made available to all teachers now employed, or hereafter employed, by the Board, and same shall be supplied no later than thirty (30) days after ratification by both parties.

ARTICLE VII

RIGHTS OF EMPLOYEE

1. Just Cause Provision:

Except where the tenure provisions of the School Code of 1949 apply, no Professional Employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the Professional Employee and the Association, if the Professional Employee involved requests same in writing.

2. Required Meetings or Hearings:

Whenever any Professional Employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that Employee in his/her office, position or employment, or the salary, or any increments pertaining thereto, then he/she shall be given prior written notice by the Superintendent or his/her designee of the reasons for such meeting or interview and shall be notified by the School District that he/she is entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any suspension of a Professional Employee pending charges shall be without pay. If, however, such Employee is found innocent of said charges, he/she shall be entitled to pay for such period of suspension, retroactively.

3. Evaluation of Students:

The teacher shall maintain the responsibility to determine grades and other evaluation of the achievement of students. No such grade or evaluation shall be changed without the approval of the teacher, so long as such grade or evaluation does not violate school policy. Any grade which

is clearly arbitrary and capricious, may be changed by the Superintendent and/or Principal after discussing same with the teacher and/or department head.

4. Leaving the Building:

Permission for Professional Employees to leave the building may be granted by the building principal. Professional Employees may leave/return to the building during the Professional Employees' assigned duty free lunch, provided that the Professional Employees' notify the office that they are leaving the building either in person or by email provided there is a response.

5. ~~Released Time for Teachers:~~

~~*The teacher during unassigned periods, shall spend his/her time in lesson preparation, test construction, test correction, and other activities directly related to teaching assignment. Preparation time shall remain at current practice levels with no scheduled assignments with the exception of emergency situations. Coverage for emergencies shall be on a rotating basis.*~~

6. Job Security and Job Progression:

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of Employees. The parties hereby aver that such provisions of the School Code represent their complete Agreement and that such provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be effected with respect to members of the Bargaining Unit.

7. ~~Graduate Work:~~

~~*With respect to graduate work which, under the schedule, would provide an increase in compensation, such compensation shall be paid only if:*~~

~~*a. The Superintendent is notified in writing by the teacher on or before June 15th of the preceding school year of his/her intention to complete such graduate work prior to the commencement of the ensuing school year, and*~~

~~*b. The teacher, prior to the commencement of the ensuing school year, notifies the Superintendent that he/she has in fact completed such work satisfactorily, and*~~

~~*c. The official transcript from the institution where the work was completed, is delivered to the Superintendent prior to September 30th; except, however, that where all the requirements have been met except that no transcript is received prior to September 30th, because the teacher is still required to complete "orals" or some other incidental work (not involving residence at the institution), then credit toward compensation shall be given for one-half year, provided such official transcript arises prior to February 28th of the school year.*~~

ARTICLE VIII

NO STRIKE – NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of Act 195 (as signed into law July 23, 1970), and known as the Pennsylvania Public Employee Relations Act. As a condition of various provisions of this Agreement to which the parties have agreed, the School District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement and the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as the term is defined in Section 301(9) of Act 195), during the term of this Agreement.

ARTICLE IX

A. WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected 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.

B. TEACHERS' PAY

All teachers of the Saucon Valley School District shall be placed on a twelve month basis of pay, with pays being issued bi-weekly. The pay periods shall be twenty-six (26) or twenty-seven (27) per year. All pay checks, and/or information regarding salary, shall be enclosed in individual envelopes. Direct deposit of paychecks shall be required for all Bargaining Unit members.

C. PAYROLL DEDUCTIONS

The Saucon Valley School Board shall make available to all teachers payroll deductions for the membership dues for the Saucon Valley Education Association, provided appropriate authorizations are provided for each teacher. Such deductions shall be made in equal amounts spread over not more than twelve (12) pays, commencing with the second pay in September, and shall be remitted directly to the SVEA (cards to be signed). The following additional payroll deductions shall be made available for contributions:

United Way
Tax Sheltered Annuities
Payroll Savings (Nor-Car Federal Credit Union)
U.S. Savings Bonds (but not less than one (1) bond for two (2) consecutive pay periods).

D. 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 Act 84 of 1988.

E. SCHOOL YEAR

The school year for Professional Employees shall be within the confines of the school calendar, and shall not exceed one hundred ninety-two (192) days for the length of the contract. Pupils shall be scheduled for one hundred eighty four (184) days of instruction of which four (4) days would be designated for emergency *which if used would not be made up by the students or staff. Professional Employees agree to attend either two (2) open houses or two (2) evening parent teacher conferences, or a combination of one (1) evening open house and one (1) evening parent teacher conference to be scheduled in advance at the discretion of the School principal. Such event shall not be scheduled for more than two and one-half (2 1/2) hours and shall end no later than 7:30 PM local time for parent teacher conferences or no later than 9:00 PM local time for open houses. The Professional Employee may be excused by the School Principal.* Newly hired teachers agree to attend two (2) orientation days prior to the start of the school year.

There shall be a scheduled full day at the end of the second (2nd) marking period to allow Professional Employees time to finalize quarter grades and prepare for the subsequent marking period.

There shall also be a scheduled one-half (1/2) student day at the end of the first (1st) and third (3rd) marking periods to allow Professional Employees time to finalize quarter grades and prepare for the subsequent marking period.

The school calendar will also include one-half (1/2) days for students and staff before the Thanksgiving and Christmas vacations.

~~*There shall be seven (7) four (4) meetings during the school year scheduled outside the normal school day, nor more than one (1) per month for up to two (2) hours per meeting (announced not less than one (1) week prior to the planned meeting) based upon District and/or school initiatives.*~~

~~*The district shall allocate two (2) currently agreed staff development days for optional use such as re-writing curriculum and other instructional work. Instructional work will be of a nature agreed to in advance by the Association and Superintendent. If the parties do not agree on the work for these two days they will revert to regular staff development days.*~~

During the four district staff development days K-12 teachers will be able to meet according to curriculum cycle to work on Pre-Phase activities: define K-12 scope and sequence, identify academic standards and anchors, write essential questions and enduring understandings, and work on common assessments including item analysis and standards alignment.

F. SCHOOL DAY

The district may structure the school day in a manner that will best meet the needs of the students. The school day for all Professional Employees shall be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty free lunch *and two (2) uninterrupted non student contact periods per full school day of no less than in the range of the current practices reflected in the 2007-08 building schedules and as exemplified below. One of the periods will*

be solely dedicated to teacher preparation time. The following is an example of the variation that might be expected if the structure of the school day would change within the limits of this contract

Example: “Non-contact time” varies among the three schools. In the elementary and middle school a non-contact period may be about 40 minutes each. The exact time will vary by teacher schedule. In the high school a non-contact period may be about 45 minutes, again varying with teacher schedule and thus a non-contact “block” contains two non-contact periods. In the event the high school should convert in whole or in part from block to conventional scheduling, there is no stipulation that the two non-contact periods will be contiguous as they may have been under block scheduling, nor that they will be of exactly the same total number of total minutes as under block scheduling, nor that more than one of the non-contact periods shall be for teacher preparation. It is expected that high school non-contact periods will be of the same general nature as the elementary and middle school non-contact periods.

Non-contact time is defined as time not in instruction or assigned duty. Preparation time is defined as unassigned time that is spent on lesson preparation, test construction, test correction, or any other activities related to the teaching assignment.

These guidelines shall apply except for emergency situations. The district will make reasonable effort to provide substitute coverage in an emergency situation. Teacher coverage for emergency situations will be in a rotating basis. A planned meeting or athletic event is not to be considered emergency coverage.

G. OTHER EMPLOYEE BENEFITS

The parties agree that other Employee benefits and rights to be provided under this Agreement are accurately reflected in Appendices B, C, and D attached to and made a part of this Agreement.

ARTICLE X

PROTECTION: TEACHERS, STUDENTS AND PROPERTY

Unsafe and Hazardous Conditions:

Teachers shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety or well-being.

ARTICLE XI

GRIEVANCE PROCEDURE

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix C, attached hereto and made part of this Agreement.

ARTICLE XII

EMPLOYEE EVALUATION

A. Open Evaluation:

All monitoring or observation of the work performance of a Professional or Temporary Professional Employee shall be conducted openly and with full knowledge of the teacher.

B. Evaluation by Authorized Personnel:

Professional and Temporary Professional Employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended.

C. Personnel File or Other Files:

1. Any Employee shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. An Employee shall be entitled to have a representative of the Association accompany him/her during such review.
2. No official report, which incorporates any derogatory statement about a teacher, shall be filed by an Administrator or supervisor unless the teacher is sent a dated copy at the same time. The teacher shall have the right to submit a response to the report or statement. Such a response shall be attached to and filed with the report or statement in the teacher's official personnel file or any other file kept by the School District. Derogatory reports or statements kept by administrators at the school are nevertheless subject to the same provisions as official personnel files. Once such material has been placed in the file, only authorized personnel and the person whose name appears on the file shall have access to the file.
3. The provisions of paragraphs one and two above shall not be construed to give the Employee the right to inspect committee minutes and/or reports and/or placement bureau or former employer's reports relating to the initial employment or promotion process.

D. Transfers:

The Board recognizes that it is desirable in making assignments, where vacancies exist, to consider the interest and aspirations of its Professional Employees. Requests by a Professional Employee for a transfer to a different class, building or position shall be made in writing. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board and/or administration shall act upon such request within a reasonable time after receipt thereof. Where such vacancy, in fact, exists, with respect to filling such vacancy, final judgment rests with the Board.

E. Posting of Vacancies:

1. For any vacancy in any professional position, the Board shall provide the Association written notice in ten (10) copies.

Any teacher may apply for such openings. In filling such openings, the Board will give due weight to the professional background and attainment of all applicants but final decision shall rest with the Board.

ARTICLE XIII

LONG TERM SUBSTITUTES

A. Long term substitutes are defined as those Employees hired to fill positions of another Employee on a temporary basis for forty-five (45) days or longer. Once it is definitely known that an Employee is a long term substitute, the School District shall so notify the Employee and provide the contractually mandated benefits until the last day on which the long term substitute is employed.

B. Long term substitutes shall be placed on Step I of the Bachelor’s Salary Schedule. In the event a long term substitute is employed for more than one year by the Saucon Valley School District, said Employee shall be advanced to the next step on the applicable salary schedule in the column in which the Employee is degreed. This provision shall apply only to those Employees who are subsequently hired on a permanent basis. At the discretion of the District said Employee may be hired on a permanent basis at a step higher than the applicable step in consideration of the Employee’s past experience outside the Saucon Valley School District and in conjunction with the provisions set forth in the Agreement.

C. Long term substitutes shall be eligible for all other benefits provided for in the Agreement. Employees who are hired for less than one year shall have the benefits provided for in Appendix B-6, Personal Illness/Family Illness and Appendix B 13, Personal Days, pro-rated for the period of employment.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and date above written and at the same time have affixed their signatures to Appendix A, Appendix B, Appendix C, and Appendix D, all of which are incorporated herein by reference, the parties intending to be legally bound.

SAUCON VALLEY SCHOOL DISTRICT

By: _____
President

Attest: _____
Secretary

SAUCON VALLEY EDUCATION ASSOCIATION

By: _____
President

Attest: _____

Secretary

APPENDIX "A"

The salary schedules for the four years of this contract are presented below. Salary schedules are retroactive to the beginning of the contract. For the purpose of the individual retroactive salaries the following stipulations apply:

(a) The step and column increases for 2008-09 have been credited at the beginning of the 2008-09 school year. Therefore the only remaining retroactive adjustment for 2008-09 is the substitution of the new salary scale for that year. There is no additional retroactive step or column movement for 2008-09.

(b) In the event that the substitution of the new pay scale represents a decrease in salary for any individual teacher compared with that teacher's current salary for the 2008-09 school year, the current 2008-09 salary will be paid for 2008-09. A list of professional staff for whom salary is so maintained, rather than the 2008-09 contract salary per the schedule in this contract, is available from the business manager and is contained in Memorandum G.

(c) There will be no step movement in the 2009-10 school year. The new salary scale will be retroactive to the beginning of the 2009-10 school year. Column movement for approved courses completed by 01 Sep 2009 will be credited for the 2009-10 school year.

(d) In the event that the substitution of the 2009-10 contract pay scale represents a decrease in salary for any individual teacher, after 2009-10 column movement, compared with that teacher's salary for the 2008-09 school year, there will be no individual adjustment from the 2009-10 retroactive contract salary.

APPENDIX "A" continued
Salary Schedules

2008-09 Contract Year 3.525 % with Step

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>
1	\$40,941	\$43,096	\$45,364	\$46,725	\$48,126	\$49,570	\$51,057	\$52,589	\$55,218	\$57,979
2	\$42,207	\$44,428	\$46,767	\$48,170	\$49,615	\$51,103	\$52,636	\$54,215	\$56,926	\$59,773
3	\$43,512	\$45,802	\$48,213	\$49,659	\$51,149	\$52,684	\$54,264	\$55,892	\$58,687	\$61,621
4	\$44,858	\$47,219	\$49,704	\$51,195	\$52,731	\$54,313	\$55,943	\$57,621	\$60,502	\$63,527
5	\$46,245	\$48,679	\$51,241	\$52,779	\$54,362	\$55,993	\$57,673	\$59,403	\$62,373	\$65,492
6	\$47,676	\$50,185	\$52,826	\$54,411	\$56,043	\$57,725	\$59,456	\$61,240	\$64,302	\$67,517
7	\$49,150	\$51,737	\$54,460	\$56,094	\$57,777	\$59,510	\$61,295	\$63,134	\$66,291	\$69,605
8	\$50,670	\$53,337	\$56,144	\$57,829	\$59,564	\$61,350	\$63,191	\$65,087	\$68,341	\$71,758
9	\$52,237	\$54,987	\$57,881	\$59,617	\$61,406	\$63,248	\$65,145	\$67,100	\$70,455	\$73,977
10	\$53,853	\$56,687	\$59,671	\$61,461	\$63,305	\$65,204	\$67,160	\$69,175	\$72,634	\$76,265
11	\$55,519	\$58,441	\$61,516	\$63,362	\$65,263	\$67,221	\$69,237	\$71,314	\$74,880	\$78,624
12	\$57,236	\$60,248	\$63,419	\$65,322	\$67,281	\$69,300	\$71,379	\$73,520	\$77,196	\$81,056
13	\$59,006	\$62,111	\$65,380	\$67,342	\$69,362	\$71,443	\$73,586	\$75,794	\$79,584	\$83,563
14	\$60,831	\$64,032	\$67,403	\$69,425	\$71,507	\$73,653	\$75,862	\$78,138	\$82,045	\$86,147

2009-10 Contract Year 3.625 % No Step

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>
1	\$42,425	\$44,658	\$47,008	\$48,418	\$49,871	\$51,367	\$52,908	\$54,495	\$57,220	\$60,081
2	\$43,737	\$46,039	\$48,462	\$49,916	\$51,413	\$52,956	\$54,544	\$56,181	\$58,990	\$61,939
3	\$45,090	\$47,463	\$49,961	\$51,460	\$53,003	\$54,594	\$56,231	\$57,918	\$60,814	\$63,855
4	\$46,484	\$48,931	\$51,506	\$53,051	\$54,643	\$56,282	\$57,970	\$59,710	\$62,695	\$65,830
5	\$47,922	\$50,444	\$53,099	\$54,692	\$56,333	\$58,023	\$59,763	\$61,556	\$64,634	\$67,866
6	\$49,404	\$52,004	\$54,741	\$56,383	\$58,075	\$59,817	\$61,612	\$63,460	\$66,633	\$69,965
7	\$50,932	\$53,613	\$56,434	\$58,127	\$59,871	\$61,667	\$63,517	\$65,423	\$68,694	\$72,129
8	\$52,507	\$55,271	\$58,180	\$59,925	\$61,723	\$63,574	\$65,482	\$67,446	\$70,818	\$74,359
9	\$54,131	\$56,980	\$59,979	\$61,778	\$63,632	\$65,541	\$67,507	\$69,532	\$73,009	\$76,659
10	\$55,805	\$58,742	\$61,834	\$63,689	\$65,600	\$67,568	\$69,595	\$71,683	\$75,267	\$79,030
11	\$57,531	\$60,559	\$63,746	\$65,659	\$67,629	\$69,657	\$71,747	\$73,900	\$77,595	\$81,474
12	\$59,310	\$62,432	\$65,718	\$67,689	\$69,720	\$71,812	\$73,966	\$76,185	\$79,994	\$83,994
13	\$61,145	\$64,363	\$67,750	\$69,783	\$71,876	\$74,033	\$76,254	\$78,541	\$82,468	\$86,592
14	\$63,036	\$66,354	\$69,846	\$71,941	\$74,099	\$76,322	\$78,612	\$80,970	\$85,019	\$89,270

APPENDIX "A" continued
Salary Schedules

2010-11 Contract Year 3.725 % with Step

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>
1	\$43,274	\$45,551	\$47,949	\$49,387	\$50,869	\$52,395	\$53,967	\$55,586	\$58,365	\$61,283
2	\$44,612	\$46,960	\$49,432	\$50,915	\$52,442	\$54,015	\$55,636	\$57,305	\$60,170	\$63,179
3	\$45,992	\$48,413	\$50,961	\$52,489	\$54,064	\$55,686	\$57,357	\$59,077	\$62,031	\$65,133
4	\$47,414	\$49,910	\$52,537	\$54,113	\$55,736	\$57,408	\$59,130	\$60,904	\$63,950	\$67,147
5	\$48,881	\$51,453	\$54,161	\$55,786	\$57,460	\$59,184	\$60,959	\$62,788	\$65,927	\$69,224
6	\$50,393	\$53,045	\$55,837	\$57,512	\$59,237	\$61,014	\$62,845	\$64,730	\$67,966	\$71,365
7	\$51,951	\$54,685	\$57,563	\$59,290	\$61,069	\$62,901	\$64,788	\$66,732	\$70,068	\$73,572
8	\$53,558	\$56,377	\$59,344	\$61,124	\$62,958	\$64,847	\$66,792	\$68,796	\$72,236	\$75,847
9	\$55,214	\$58,120	\$61,179	\$63,015	\$64,905	\$66,852	\$68,858	\$70,923	\$74,470	\$78,193
10	\$56,922	\$59,918	\$63,071	\$64,963	\$66,912	\$68,920	\$70,987	\$73,117	\$76,773	\$80,611
11	\$58,682	\$61,771	\$65,022	\$66,973	\$68,982	\$71,051	\$73,183	\$75,378	\$79,147	\$83,105
12	\$60,497	\$63,681	\$67,033	\$69,044	\$71,115	\$73,249	\$75,446	\$77,710	\$81,595	\$85,675
13	\$62,368	\$65,651	\$69,106	\$71,179	\$73,315	\$75,514	\$77,780	\$80,113	\$84,119	\$88,325
14	\$64,297	\$67,681	\$71,243	\$73,381	\$75,582	\$77,850	\$80,185	\$82,591	\$86,720	\$91,056

2011-12 Contract Year 3.825 % with Step

<u>STEP</u>	<u>B</u>	<u>B+15</u>	<u>M</u>	<u>M+6</u>	<u>M+12</u>	<u>M+18</u>	<u>M+24</u>	<u>M+30</u>	<u>M+45</u>	<u>M+60</u>
1	\$44,232	\$46,560	\$49,010	\$50,481	\$51,995	\$53,555	\$55,162	\$56,816	\$59,657	\$62,640
2	\$45,600	\$48,000	\$50,526	\$52,042	\$53,603	\$55,211	\$56,868	\$58,574	\$61,502	\$64,577
3	\$47,010	\$49,484	\$52,089	\$53,651	\$55,261	\$56,919	\$58,626	\$60,385	\$63,404	\$66,575
4	\$48,464	\$51,015	\$53,700	\$55,311	\$56,970	\$58,679	\$60,440	\$62,253	\$65,365	\$68,634
5	\$49,963	\$52,593	\$55,361	\$57,021	\$58,732	\$60,494	\$62,309	\$64,178	\$67,387	\$70,756
6	\$51,508	\$54,219	\$57,073	\$58,785	\$60,549	\$62,365	\$64,236	\$66,163	\$69,471	\$72,945
7	\$53,101	\$55,896	\$58,838	\$60,603	\$62,421	\$64,294	\$66,223	\$68,209	\$71,620	\$75,201
8	\$54,744	\$57,625	\$60,658	\$62,477	\$64,352	\$66,282	\$68,271	\$70,319	\$73,835	\$77,527
9	\$56,437	\$59,407	\$62,534	\$64,410	\$66,342	\$68,332	\$70,382	\$72,494	\$76,118	\$79,924
10	\$58,182	\$61,244	\$64,468	\$66,402	\$68,394	\$70,446	\$72,559	\$74,736	\$78,473	\$82,396
11	\$59,982	\$63,138	\$66,462	\$68,455	\$70,509	\$72,624	\$74,803	\$77,047	\$80,900	\$84,945
12	\$61,837	\$65,091	\$68,517	\$70,573	\$72,690	\$74,870	\$77,117	\$79,430	\$83,402	\$87,572
13	\$63,749	\$67,104	\$70,636	\$72,755	\$74,938	\$77,186	\$79,502	\$81,887	\$85,981	\$90,280
14	\$65,721	\$69,180	\$72,821	\$75,005	\$77,256	\$79,573	\$81,960	\$84,419	\$88,640	\$93,072

**APPENDIX B
OTHER EMPLOYEE BENEFITS**

1. BLUE CROSS COVERAGE AND PRESCRIPTION PLAN

A. Blue Cross Coverage

The Saucon Valley School District shall purchase and provide for each teacher and member of the Bargaining Unit and their family (including spouse and children to age nineteen (19); children to age twenty-three (23), if a full-time student in an institution of higher learning); ~~a program of Blue Cross All Service, and Major Medical, with an unlimited benefit a PPO program as presently offered except as enumerated below. The traditional plan is discontinued as of 01 Jan 2010. Further, the District may offer alternate plans on a voluntary basis.~~

The level of benefits contained in the predecessor Agreement shall be maintained at the same level for the life of this agreement.

~~Teachers shall pay a premium share for dependents only of:~~

~~2005-2006 \$30/month
2006-2007 \$40/month
2007-2008 \$45/month~~

B. Medical Benefit Program Options

~~The District may offer alternate plans on a voluntary basis. Teachers shall pay a premium share for dependents only of:~~

~~2005-2006 \$30/month
2006-2007 \$40/month
2007-2008 \$45/month~~

~~For all plans provided, teachers shall pay a monthly premium share for dependents only of according to the following schedule:~~

<u>Contract Year</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2008-2009	\$ 0	\$ 45	\$ 45
2009-2010	\$ 35	\$ 65	\$ 75
2010-2011	\$ 40	\$ 75	\$ 85
2011-2012	\$ 45	\$ 85	\$ 95

~~Monthly premium share shall begin on Sep 1 of each year of the contract. The monthly premium share will be taken in equal bi-weekly amounts. The twelve months of premium cost share will be apportioned among available payroll checks.~~

~~For all plans provided, teachers shall pay an annual in-network deductible according to the following schedule:~~

<u>Contract Year</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2008-2009	\$ 0	\$ 0	\$ 0
2009-2010	\$ 150	\$ 300	\$ 300
2010-2011	\$ 200	\$ 400	\$ 400
2011-2012	\$ 250	\$ 500	\$ 500

Employees shall have a \$15 co-pay for each office visit. *The in network deductible will apply to any charge that does not have a co-payment.. For example, there will be a \$15 co-pay for a doctor office visit. If that doctor sends the employee for lab testing or for an xray, those charges will be billed separately and the insurance benefit will be subject to the deductible payment.*

The District shall make available to Professional Employees a Section 125 Plan for the above premium share contributions as a pretax deduction..

The District must provide written information to all Employees regarding all health care programs offered by the District. ~~*The Employee may voluntarily change from the indemnity medical insurance plan to another offered option during the open enrollment period. The Employee must remain in the alternate medical program of choice until the next annual enrollment period. The Employee may, after that one year period, and during subsequent enrollment periods, return to the group indemnity medical insurance plan without penalty. The exception to this, for any of the programs, would be if the Professional Employee experiences any family status change (a “qualifying event”) during the plan year.*~~

C. Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its Employees and limiting the future increases in those costs.

1. Full-time Employees who are enrolled in family coverage under the District medical plan and who are willing to discontinue that coverage at the start of any school year shall receive a one-time bonus payment of \$1,000 at the time of such discontinuance in consideration of the cost savings to the District. New Employees eligible for enrollment in family coverage and who are willing to forego such coverage shall also be eligible for the bonus payment. To be eligible for the bonus payment, the disenrollment must be for a minimum of one (1) year. If such Employees later wish to re-enroll in a District paid medical plan they may do so under the condition that they contribute twenty-five percent (25%) of the total cost of the plan for the first twelve (12) months of their re-enrollment. An Employee who has re-enrolled and made the contribution for one (1) year becomes eligible to again discontinue coverage and receive an additional \$1,000 at the time of discontinuance. In the event an Employee enrolled in single coverage is willing to discontinue that coverage under the terms similar to the above, a proportionate bonus payment based on the relative premium cost will be made. Employees receiving a bonus who terminate employment with the District in less than one (1) year shall have deducted from final salary payments a pro rata portion of the bonus.

2. Employees who must re-enroll or newly enroll in the District medical plan prior to a full year of disenrollment due to loss of alternative medical coverage or other emergency

circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the Employee shall return to the District the pro rata portion of the bonus payment corresponding to the balance of the original year of disenrollment.

3. Because the purpose of the bonus payment is cost containment, Employees will not be permitted to upgrade their medical coverage to family coverage at District expense for the purpose of subsequently discontinuing that coverage to receive a bonus payment. Any Employee who commences family coverage on or after September 1, 1991 and who subsequently seeks a bonus payment for discontinuing that coverage shall not automatically be entitled to the bonus, but shall have the burden of providing a bona fide change in circumstances subsequent to the upgrade which justifies the discontinuance.

4. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier.

D. Prescription Drug Plan

The Saucon Valley School District shall purchase and provide for each teacher and member of the Bargaining Unit and their family (includes spouse and children to age nineteen (19); children to age twenty-three (23) if a full-time student in an institution of higher learning), the Express Scripts Prescription Drug Plan. ~~with a \$5.00 deductible regardless of Employee's choice of health care coverage for the period September 1, 2005 through December 31, 2005 only. Commencing January 1, 2006 the deductible paid by Employees shall be as follows:~~

~~Generic \$5.00
Name Brand \$15.00
Mail order will remain unchanged~~

~~Beginning with the second year of the Contract,~~ The deductible paid by Employees shall be as follows:

Generic \$5.00
Name Brand \$15.00
Mail Order: Generic \$10.00
Mail Order: Name Brand \$30.00

E. Health Insurance

The parties agree that should the Board desire to replace the health benefits insurance described elsewhere in this Agreement, the Board may do so only upon the following conditions:

1. Under no circumstances may the health benefits insurance be reduced in any way below the coverage presently provided.
2. There may be no break or discontinuance in present benefits.
3. Any other provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of the Lehigh Valley.

4. Any other provider of health benefits insurance must have a reputation for making payments within a reasonable amount of time.
5. Any financial benefits resulting from a change of carriers shall accrue to the benefit of the Board only and shall not be the subject of negotiations.
6. Finally, the parties agree that any change of carriers shall be by mutual Agreement.
7. The Association agrees to implement carrier mandated benefit and policy changes that apply to all of a carrier's clients.

2. DENTAL COVERAGE

The School District shall purchase the Dental Service Plan of Delta Dental of Pennsylvania. The District retains its right to select insurance carriers for other dental insurance programs pursuant to its own policy and/or any mutuality of agreement existing between the District and the Association. The parties hereby mutually agree that the schedule of benefits and principle features of the:

- Capital ~~Traditional and~~ PPO – Group 500046
- Express Scripts Prescription Drug Plan – Group 500046
- Capital Vision Plan – ~~Group 500046 through December 31, 2005~~ Vision Benefits of America: Managed Vision Care Option II (As of January 1, 2006)
- Delta Dental Plan – Employee Group #1171 – Dependent Group #1190

The above-referenced plans are herewith agreed to by said parties and are incorporated herein by reference thereto. Said schedule of benefits and principle features are stored in the office of the Saucon Valley School District Business Manager, the Saucon Valley Education Association, and the Service Center of the PSEA/NEA.

In addition to the benefits provided by the above-mentioned Delta Dental Group Plans, each member of the Employee group, as well as the dependent group, shall be entitled to a maximum benefit of \$2,000 per year for the life of the Contract. Said schedule of benefits and principle features have been duly signed and dated by the appropriate signatories of this Agreement.

3. RETIREMENT BENEFIT

- A. The District shall pay teachers retiring, who have taught in the District at least five (5) years, the sum of ~~forty five (\$45)~~ **fifty (\$50)** per day for each day of unused accumulated sick leave.
- B. Death in Service – In the case of death of any Professional Employee of the District, the payment provided above shall be made to the estate of the deceased Employee.

4. RETIREMENT INCENTIVE

~~Effective September 1, 2005, any Bargaining Unit Member who satisfies the eligibility requirements below and elects to retire from the Saucon Valley School District, with the exception of long-term substitutes, shall be entitled to a cash bonus equaling forty-five percent~~

~~(45%) of the Employee's last full school year salary with the Saucon Valley School District. The cash bonus will be reduced by five (5%) percent for each year employed beyond eligibility for unreduced retirement benefits as determined by PSERS. The cash bonus will be eliminated if the Employee remains employed for more than five (5) years after reaching eligibility for unreduced retirement benefits as determined by PSERS. Current Employees, who meet or exceed the requirements for unreduced retirement benefits as determined by PSERS and notify the District on or before November 1, 2006 of their intention to retire on or before June 30, 2007, will have no percentage reduction to the forty-five (45%) percent cash bonus of the last full year's salary. For example, if a Teacher is over 63 years of age, has 40 years of experience, and is at the top of the salary schedule he/she can notify the District before November 1, 2006 of his/her intent to retire on June 30, 2007 and still be eligible for a cash bonus of forty-five (45%) percent of his/her last full school year salary as well as medical benefits as outlined in this section. If a teacher is 55 years old and is at the top of the salary schedule, the teacher can retire on or before June 30, 2006, provided he/she gives notice by January 1, 2006 and can receive a cash bonus of forty-five (45%) of his/her last full school year salary as well as medical benefits as outlined in this section. The District reserves the right to limit its total annual cash outlay for the bonus payments provided under this early retirement incentive plan to a maximum of \$10,000 per year per retiree. Example: If an Employee is entitled to \$22,000, the payments shall be \$10,000 in year one, \$10,000 in year two, and \$2,000 in year three. These early retirement bonus installments will be made to the Employee on July 1 of each year following retirement until the District's incentive obligation is discharged. In the event of death of the retiree, the balance of these incentives shall be paid to the Employee's estate as set forth in the provisions above. Except for the 2005-2006 school year, notice must be given by November 1 of each year.~~

~~In addition,~~ Tthe employer will pay for individual medical insurance, not to include dental, vision or life insurance coverage, until the age of 65 or for a maximum of seven (7) years following the date of retirement, whichever is sooner **for each bargaining unit member who meets the eligibility requirements below.** If this age requirement is declared to be in violation of ADEA by any court of competent jurisdiction, the parties agree that the age requirement shall become null and void and shall immediately be replaced by the phrase "for seven (7) years following the date of retirement." Payment to be made by the District for the term of this obligation shall be limited to the monthly premium rates in effect for the year in which the Employee elects to retire. Retirees shall receive the same plan as active Employees and shall not be required to contribute toward the cost of medical insurance as set forth in Appendix B 1.A.

The Employee may also purchase health insurance coverage for his/her spouse at the District group rate upon notifying the District of such an election and paying the first month's premium to the Business Manager one month prior to the Employee's date of retirement. Employees shall be obligated to pay a co-payment of \$55 per month for health insurance coverage. This co-payment and any additional monthly amounts resulting from any premium increase and payments due for spousal insurance shall be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due. Notice of any premium increase will be provided to the retired Employee at his/her last known address indicated in the District records, as furnished by the retiring Employee. Failure of the retired Employee to pay additional amounts due will result in immediate and permanent termination of health insurance coverage.

In lieu of receiving contributions toward the purchase of health insurance, an employee shall have the right to elect a ~~retirement bonus in addition to the service~~ bonus ~~equaling 45% of the Employee's last annual salary with the Saucon Valley School District as outlined above~~ equal to 50% of the current cost of the District's obligation to provide health care payments provided that such a bonus *election* be made within thirty (30) days of retirement.

~~As indicated above, the District reserves the right to limit its total annual cash outlay per retiree to a maximum of \$10,000 per year per retiree. Accordingly, any entitlements under this alternative would be calculated in that \$10,000 per year per retiree total. Under this alternative, entitlements shall not include payment provided for in Appendix B.3 of the Bargaining Agreement. Said payment for unused sick leave shall be made in accordance with the Collective Bargaining Agreement. These early retirement bonus installments will be made to the retiree on July 1 of each year following retirement until the District's retirement obligation is discharged. In the event of death of the retiree, the balance of the incentives shall be paid to the Employee's estate as set forth in the provisions above.~~

Eligibility Requirements:

- a. The individual must be a Professional Employee with the Saucon Valley School District on the date on which retirement is elected.
- b. The Employee must be 55 years of age or older and have reached the top of the salary schedule and have remained there for a minimum of two years.
- c. The Employee must notify the District of his/her intention to retire in writing by no later than November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.

Limitation:

~~The District is only obligated to provide this incentive to 10% of the Bargaining Unit Members per year. If more than 10% of the Bargaining Unit Members in any one year of the plan indicate an intention to take advantage of this bonus, those Bargaining Unit Members who have first provided the District with a written, irrevocable letter of retirement will be entitled to the incentive outlined above. Those Bargaining Unit Members who have submitted retirement letters that are received after this 10% limitation has been satisfied will be advised of such in writing by the District and will then have at least ten (10) work days from the date of said notification or until the Board takes official public action on the retirement request, whichever is later, to withdraw their written, irrevocable letters of retirement without prejudice. In no event will any Employee be afforded less than ten (10) work days to withdraw his/her letter of retirement under this section. If, however, no such withdrawal takes place, the District will assume that the Member has waived any entitlement to this incentive and will proceed with securing Board acceptance of the Employee's retirement request. Those Bargaining Unit Members who are in retirement status under the terms of this plan and who are still collecting incentive payments under the \$10,000 per year per retiree limitation set forth above, will not be considered in this 10% limitation.~~

~~The District reserves the right to limit its total annual cash outlay for the incentive payments provided under this early retirement incentive plan to a maximum of \$10,000 per year per retiree. Example: If an Employee is entitled to \$22,000, the payments shall be \$10,000 in year one, \$10,000 in year two, and \$2,000 in year three. These early retirement incentive~~

~~installments will be made to the Employee on July 1 of each year following retirement until the District's incentive obligation is discharged. In the event of death of the retiree, the balance of these incentives shall be paid to the Employee's estate as set forth in the provisions above.~~

5. INSURANCE BENEFITS

A. Income Protection

The Saucon Valley School District shall purchase and provide for each teacher and Member of the Bargaining Unit an Integrated Income Protection Plan that provides a maximum benefit of two (2) years for sickness and five (5) years for accidental injury. The benefit shall begin after 30 consecutive days or exhaustion of sick days, whichever is later. The benefit level shall be equal to 50% of the Employee's monthly salary to a maximum of \$3,000 per month and shall be integrated with any disability retirement or social security benefits the Bargaining Unit Member is receiving so that the Plan's obligation is reduced by the level of such benefits.

Benefits under this provision shall not commence until all accumulated sick leave is exhausted. The Saucon Valley School District shall maintain all health care benefits, including but not limited to, medical, dental, and vision care, on behalf of a Professional Employee while he/she is disabled for a maximum of two years.

B. Life Insurance

The Saucon Valley School District shall purchase and provide a group life and accidental death and disability policy in the amount of the Employee's annual base salary payable to the beneficiary named by the insured in the event of the insured's death during the term of this Agreement. The amount payable shall be rounded to the nearest thousand.

It is further agreed that in the event that the Employee's annual base salary is less than \$20,000, the amount of the policy will be \$20,000.

Employees shall have the right to purchase additional insurance at the terms set forth from the same insurance company and, upon written request from the Employee, premiums may be deducted from the Employee's salary.

6. PERSONAL ILLNESS, FAMILY ILLNESS

Ten (10) days per year cumulative and usable during any year are available for illness or accident (except in other remunerative work). A physician's certificate may be required after three (3) consecutive days of absence and part day absences are chargeable. If abuse is suspected, the Superintendent or designee will meet with the Employee to discuss his/her absences and to notify the Association President after which if the abuse persists, a physician's certificate may be required for each day of absence. The same provisions as above are available for illness in the immediate family and are charged to sick leave.

7. CATASTROPHIC SICK DAY BANK

The Board and Association agree to the creation of a temporary sick leave bank for use by Bargaining Unit Members in accordance with the following:

A sick leave bank will be created for the benefit of Bargaining Unit Employees as needed;

The sick leave bank is voluntary for Members of the Bargaining Unit;

Bargaining Unit Members will donate a specific number of days as determined by the Sick Bank Committee of the Saucon Valley Education Association;

The accumulated sick days will be distributed to the eligible Members by a lottery system;

The Association will inform the Business Office as to which Members have donated the needed days;

The Association shall determine entitlement to sick leave from the sick leave bank;

Bargaining Unit Employees who are determined by the Catastrophic Sick Day Bank Committee to be eligible for use of the sick day bank must then receive final approval from the school board;

The Association agrees periodically to provide the District with a current listing of the sick day participants.

8. BEREAVEMENT

Absence for the death in the immediate family is allowable from the date of death through one (1) day after the funeral. For a near relative, one (1) day is allowed.

9. PROFESSIONAL ABSENCE

Attendance at professional meetings within budgetary allowance is allowable with permission of the immediate supervisor and the Superintendent.

10. SABBATICAL LEAVE

In accordance with Sections 1166 through 1171 of the Public School Code with six (6) months previous approval except where health reasons do not permit.

11. MATERNITY LEAVE

The Board and Association agree to comply with all relevant current statutes with respect to pregnant Employees.

12. MILITARY LEAVE

See Sections 1176 through 1181 and Section 3301 of the Public School Code.

13. PERSONAL DAY

Teachers shall be entitled to three (3) personal days per school year. Such personal days may be taken on the day before or after a holiday with two (2) weeks notice, and approval by the school principal. In all other instances, written request must be made to the school principal at least three (3) calendar days prior to such “personal day” except in case of an emergency. The school principal will grant the “personal day” requested by said teacher except where the granting of such request will have a disruptive effect on the educational program for that day, and in no event to more than ten percent (10%) of the teachers in that school on any single day, except with concurrent approval of the Superintendent. One personal day may be used per year as an unscheduled personal day. ***One personal day may be used per year on half-day increments.*** Personal days shall be cumulative to a maximum of five (5) personal days. Teachers may utilize up to five (5) accumulated personal days per year. Any personal leave in excess of five (5) personal days at the end of each school year shall accumulate as sick leave to a maximum of two (2) per year.

14. FAMILY AND MEDICAL LEAVE ACT

The parties recognize and agree to comply with the rights of the District and the Professional Employees under the Family and Medical Leave Act (FMLA) of 1993. Any Professional Employee entitled to FMLA leave may have the option to use up to ~~ten (10)~~ ***thirty (30)*** days of sick leave prior to enacting the 12 weeks of guaranteed leave time within each year provided by the FMLA. FMLA leave must be used concurrently with all leaves after the optional use of the ~~ten (10)~~ ***thirty (30)*** days of sick leave. The District shall post appropriate notices approved by the U.S. Department of Labor advising Professional Employees of their rights under the Act. A year shall be deemed to be ~~September 1 through August 31~~ ***July 1 through June 30.*** ***In the 2009-10 contract year, an employee having received board approval for FMLA, but having not yet started such leave, may revise the request per the terms of the approved 2008-12 contract.***

15. GRADUATE STUDY - REIMBURSEMENT FOR TUITION AND SALARY COMPENSATION

I. Eligibility for Benefits.

A school year shall be defined as beginning on September 1 for the 2008-09 contract year and on July 1 for each subsequent contract year and ending June 30 of each contract year.

The teacher must be a professional employee of the Saucon Valley School District at the time of graduate course enrollment and at the time of tuition reimbursement.

Applications for course / program approvals shall be made directly to the Graduate Study Committee (GSC) having responsibilities as defined in part V of this section 15. The submission of course requests must be made in time for the GSC to regularly meet before the start of the requested course. The GSC will notify the Employee of acceptance or denial of the application within 1 week of the monthly meeting of the GSC.

The responsibilities of the Graduate Study Committee (GSC) are defined in Part V of this Section 15 of Appendix B.

II. Qualification of Graduate Study.

The graduate work to be pursued must be pre-approved by the GSC. The criterion for approval by the GSC shall be the relevance of the course or Degree work to District instructional / curricular objectives. Such determination shall be made by the GSC.

Each course must qualify as partial fulfillment of the requirements leading toward a Master’s Degree, Second Master’s Degree, Third Master’s Degree, Doctorate Degree, or State Certification. In addition, thirty degree credits may be taken without the requirement of being a graduate degree candidate. The institutions listed in Part VI meet all the qualifications of this Section 15 of Appendix B, but courses are not limited to these institutions. The GSC may add and delete institutions from this list during the term of this contract.

The alternative graduate study paths, maximum column compensation, and approvals required are shown below. Pre-approval of the Degree or Certification program by the GSC, and acceptance of the employee as a Degree or Certification candidate by the graduate institution, shall constitute pre-approval of the courses within the Degree or Certification program. Applications for course work within a program, for which the professional employee is not a Degree or Certification candidate, will require approval of the individual courses by the GSC.

Level of Graduate Study	Max Col Allowed	Approval by GSC
I. State Teacher Certification	B15	Each Course
II. Master's Degree	M	Program
State Specialist Certification	M30	Program
Master's Degree in Educ	M30	Program
Degree courses	M30	Each Course
Masters Degree in Subject	M60	Program
Doctorate	M60	Program
III. Professional Development	N/A	Each Course

It is understood and agreed that only the first Master’s Degree will result in salary compensation at the M column of the salary schedule. It is additionally understood that a Masters Degree is required for advancement beyond the M column of the salary schedule. It is additionally understood that all professional staff as of the inception of this contract having a Masters equivalent will be considered as having a Masters Degree for satisfaction of the above eligibility requirements. It is understood that that any one of the alternative paths in post-Masters graduate work shall not be used more than one time between M and M60.

Examples: There are five paths available above Masters: (a) a program leading to State Specialist Certification; (b) a ~~second~~ Master’s degree in education; (c) a series of courses of Masters Degree program quality not requiring the staff member to be a degree candidate, (d) a ~~third~~ Master’s Degree program in subject area; and (e) a Doctorate Degree.

The Specialist Certifications that may be approved by the GSC shall include: Technology Specialist, Curriculum and Instruction Supervision, Principalship, Special Education Supervision, Reading Specialist, and School Psychologist.

Teacher Certification programs shall be completed within three years. Master's Degree programs and State Specialist Certification programs shall be completed within six years, and Doctorate Degrees within 12 years of starting the program, or as required by the graduate institution.

Ten professional development courses may be taken at any time, subject to the requirement of six credits per year, or a total of twelve credits per year if degree work is also undertaken at the same time. Professional development courses will be tuition reimbursed in accordance with the terms of this section, but will not result in salary compensation column movement.

III. Tuition Reimbursement.

The School District will reimburse teachers for only graduate work that meets all the criteria of this section 15 of Appendix B and that has been approved in advance by the GSC.

The rate of reimbursement shall be the lesser of the actual tuition or 125% of the tuition rate per credit hour in effect at the East Stroudsburg University.

For Degree and Specialist candidates, the district will reimburse up to a maximum of twelve (12) credits per school year provided no more than six (6) credits are taken in any semester. For non-Degree candidates taking coursework, the district will reimburse up to a maximum of six (6) credits per year.

The teacher must, within sixty (60) days after successful completion of the course, submit to the Superintendent receipted bills or canceled checks or proof of payment. Full payment of reimbursement shall be made as soon as possible, but no later than thirty (30) days after the District has received the necessary paper work to show that the teacher has successfully completed the course work.

A grade of "B" or better in a course is required for tuition reimbursement

Any Professional who has received benefits under this section and who voluntarily leaves the District's employment without one year's active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding twelve months.

Courses taken by the professional staff member as part of a graduate degree program for specialist certification (as defined by the state of PA), a Master's degree, or Doctorate degree will be approved and shall be credited by the district for reimbursement and compensation at a rate up to 12 credits per year. If the graduate program requires courses be taken at a faster rate, the courses may be "banked" for tuition reimbursement and compensation at the next opportunity consistent with the limitation of 12 credits per year. Teacher must produce a list of courses required by the institution for the program to qualify. Banked courses must be approved in advance by the GSC

IV. Salary Compensation

The School District will apply salary compensation to teachers for only graduate work that meets all the criteria of this section 15 of Appendix B and that has been approved in advance by the GSC.

For Degree and Specialist candidates, the district will apply salary compensation up to a maximum of twelve (12) credits per school year provided no more than six (6) credits are taken in any semester.

A grade of “B” or better in a course is required for credit toward salary compensation.

The teacher must submit written notification to the GSC for salary compensation by June 15th of the preceding school year. Such notification shall include a statement of his / her intention to complete specific graduate work prior to the commencement of the ensuing school year.

The teacher shall provide to the GSC prior to September 30th the official transcript from the institution where the work was completed. Upon timely satisfaction of this requirement, the district will enact the appropriate salary compensation change retroactive to the beginning of the school year. This September 30th deadline marks the only period of graduate salary compensation adjustment for each school year. Graduate courses taken in the summer and completed before 01 September shall be credited for salary compensation in the current school year provided all other contract requirements are satisfied and that the transcript is provided to the GSC by 30 September.

V. Graduate Study Committee (GSC)

A Committee to oversee the management of Master’s and Post Master’s Degree courses and approved providers and any other matters related to this section is established through this section of the Collective Bargaining Agreement. The Committee shall operate according to the following:

(a) The Committee shall be known as the Graduate Study Committee (GSC).

(b) The Committee shall be comprised of one (1) Central Office Administrator, one (1) member from the Saucon Valley School Board, and one (1) member of the Saucon Valley Education Association. Substitution of members is permitted to allow the smooth function of the Committee.

(c) Minutes of each meeting will be kept and supplied to each of the constituent groups represented. In addition, minutes and records of each meeting will be housed in the Central office and are available for examination by District personnel.

(d) The GSC will meet one time per month to address concerns relevant to this section.

(e) The GSC’s decisions must be approved by a majority vote.

(f) Professional Employees may appear before the GSC for further explanations of the Employees request.

VI. Local Providers

The following is a list of local providers that have been acknowledged by the GSC as meeting the requirements of this section. Approved courses may be, but are not required to be, taken at these institutions. The GSC may add institutions to this list during the contract term.

Lehigh Valley Association of Independent Colleges

- *DeSales University*
- *Moravian College*
- *Muhlenberg College*
- *Cedar Crest College*
- *Lehigh University*

Additional Schools

- *The Pennsylvania State University*
- *Temple University*
- *Wilkes University*
- *Villanova University*
- *Rutgers University*
- *Seton Hill University*

PA State System of Higher Education

- *All*

VII. Exceptions

It is understood that there may be reasons for the GSC to consider exceptions to the above guidelines relative to application deadlines, course selection, institution, banking of credits, sabbaticals, and degree completion with other than 30 credits. In deciding upon a requested course and/or program of studies, the GSC may take into consideration the quality of, and the number of courses previously taken by the staff member. Exceptions will generally be brought about by individual needs and preferences, which may be accommodated. The overarching consideration for the GSC in the consideration of exceptions shall be the contribution of the graduate study to the instructional objectives of the school district.

VIII. Grievability

The decision of the GSC is subject to the grievance procedure with the understanding that, should the Association seek to arbitrate more than five single party decisions of the GSC during the term of this agreement, the right of the Association to grieve the decision of the GSC shall be eliminated from the agreement.

16. PROFESSIONAL COMPENSATION

A. When Employees are requested to perform work of a professional nature, including but not limited to, summer school teaching, night school teaching, driver education, pre-school registration, nurses physical examinations, home-bound instruction, curriculum development, and technology preparations, they shall be compensated according to the following schedule:

2008-2012 \$35.00

B. Elementary Grade Level Chairpersons

2008-2012 \$2,000

C. Middle School Team Leaders

2008-2012 \$2,000

D. Senior High Department Chairpersons

2008-2012 \$2,000

E. The number of Elementary Grade Level Chairpersons, Middle School Team Leaders, and Senior High Department Chairpersons shall be determined by the District, as the responsibility and authority for such determination is a management prerogative unless, by mutual agreement of the parties, there is a formula for such determination.

17. VISION CARE

The District shall purchase, for the Employee and family, the vision care plan provided by Vision Benefits of America. (January 1, 2006)

The district shall provide an annual eye exam for all employees effective 01 Jan 2010.

18. MILEAGE REIMBURSEMENT

Professional Employees required to travel in the performance of their duties shall receive reimbursement for miles traveled at the rate allowed by the Internal Revenue Service, which will be approved by the Board, subjected to state and federal statutes and regulations.

19. INDUCTION PROGRAM/MENTOR SALARY

For the life of this Agreement, the Saucon Valley School District agrees to pay the Mentor Professionals who participate in the Induction Program, a salary of \$500 per contract year. The School District shall not schedule programs after school hours

20. CO-CURRICULAR SALARY SCHEDULE

a. Any and all co-curricular positions must be posted in all school district buildings with copies sent to the SVEA leadership.

b. Bargaining Unit Members will receive priority when applying for co-curricular positions, however, with respect to filling such vacancies final judgment rests with the Board. In the event a position is posted and no Bargaining Unit Member applies or is qualified to fill the position, the board may fill the position with a Non-Bargaining Unit Member. Compensation for a Non-Bargaining Unit Member will not exceed the compensation listed for a Bargaining Unit Member.

Assistant Soccer Coach	\$3,088
Head Wrestling	\$6,865
Assistant Wrestling	\$4,805
Assistant Wrestling	\$3,775
Assistant Wrestling	\$3,088
Tennis (Boys)	\$3,775
Tennis (Girls)	\$3,775
Golf	\$3,430
Head Cross Country	\$3,430
Assistant Cross Country	\$2,745
Head Track Coach	\$4,805
Assistant Track	\$3,430
Assistant Track	\$3,430
Assistant Track	\$3,430
Volleyball (Girls)	\$4,118
Assistant Volleyball	\$2,745
Cheerleading (Fall)	\$2,745
Cheerleading (Winter)	\$2,745
JV Cheerleading (Fall)	\$1,829
JV Cheerleading (Winter)	\$1,829
Head Swimming Coach	\$4,805
Assistant Swimming coach	\$3,415
Student Council	\$3,430
Vocal Music	\$5,148
Newspaper	\$2,745
Yearbook	\$2,745
Debate	\$1,646
Pre-Band	\$1,375
Band	\$6,505
Band Front (Flag)	\$2,528
Band Front (Majorette)	\$1,246
Honor Society	\$686

AV Coordinator	\$2,059
Class Advisor 9th	\$686
Class Advisor 10th	\$686
Class Advisor 11th	\$1,785
Class Advisor 12th	\$1,785
Student Ambassadors	\$542
Student Ambassadors	\$542
Model UN	\$542
<i>Lacrosse Head Coach (Boys)</i>	\$ 4,805
<i>Lacrosse Asst Coach (Boys)</i>	\$ 2,915
<i>Lacrosse Head Coach (Girls)</i>	\$ 4,805
<i>Lacrosse Asst Coach (Girls)</i>	\$ 2,915
<i>Scholastic Scrimmage</i>	\$798
<i>Mock Trial</i>	\$798
<i>Generic 1</i>	\$542
<i>Generic 2</i>	\$542
<i>Middle School 2008-2012</i>	
Head Football Coach	\$3,295
Assistant Football	\$2,059
Field Hockey Coach	\$2,745
Assistant Field Hockey	\$2,412
Head Soccer Coach	\$2,745
Assistant Soccer	\$2,412
Cheerleading (Fall)	\$2,059
Cheerleading (Winter)	\$2,059
Basketball (Boys)	\$2,750
Assistant Basketball (Boys)	\$2,412
Basketball (Girls)	\$2,750
Assistant Basketball (Girls)	\$2,412
Stage Band/Jazz Band	\$2,412
Newspaper	\$1,372

Student Council	\$2,059
Bell choir MS/HS	\$1,029
Cambiata Chorus	\$1,626
Honor Society	\$686
Yearbook	\$1,372
AV Coordinator (K-8)	\$3,649
Intramural Director	\$798
<i>Intramural Director</i>	<i>\$798</i>
<i>Intramural Director</i>	<i>\$798</i>

Elementary School 2008-2012

Choral Director	\$2,059
Student Council	\$2,059
Panthers Players Director	\$1,626
Intramurals	\$798
<i>Intramurals</i>	<i>\$798</i>
TV Studio	\$1,373
Newspaper	\$1,373

21. 403(b)/457 Accounts

Employees who qualify, and receive, the Retirement Incentive as outlined in the Professional Contract shall be entitled to the following benefit:

Any incentive payment shall be directly deposited into a 403(b) tax sheltered annuity account and/or 457 deferred compensation plan established by the Employee.

All district contributions shall be deposited directly into a 403(b) account and/or the 457 deferred compensation plan. The 403(b) and/or 457 deferred compensation plan will be set up by the Employee with a Saucon Valley School District approved provider.

The design of this Agreement was intended to provide significant tax savings to the District and to the Employees of the District by depositing Retirement Incentive monies directly into 403(b) accounts and/or 457 deferred compensation plan, while permitting the Employees to exercise investment control over the accounts until Employees elect to withdraw amounts from the accounts.

APPENDIX C **GRIEVANCE PROCEDURE**

PURPOSE

The purpose of this procedure is to resolve at the lowest possible administrative level as promptly as possible any differences that should arise between the Administration and the Professional Employee(s) as to the meaning and application of the provisions of this Agreement. Any grievance which shall involve any claim of a violation or misapplication of any applicable existing laws, rules, procedures, regulations, administrative orders or policies not contained in this Agreement shall not be submitted to arbitration under the provisions of this Section and Section 903 of Article IX of Act 195 unless the parties shall agree in writing so to submit such grievance to arbitration. In the event such grievance by agreement shall be submitted to arbitration the decision of the arbitrator will be advisory to the parties but in any event shall not be binding upon the Administration.

DEFINITIONS

- A. **Grievance**: A complaint by a Professional Employee or a group of Professional Employees, that there has been a violation of the provisions of the Agreement.
- B. **Professional Employee**: All Members of the Teaching Unit as certified by the PLRB.
- C. **Administration**: A school principal, the Superintendent of Schools and his/her assistants, and the Board of Education.
- D. **Calendar Day**: A day of twenty-four (24) hours within the school term excluding Saturdays, Sundays, and holidays but including vacation days which are not holidays.

GENERAL PRINCIPLES

- A. A Professional Employee may seek the assistance of a representative of the Saucon Valley Education Association in the presentation and/or appeal of any grievance.
- B. The failure of the Administration at any step to communicate his/her decision to the Professional Employee within the specified time limits shall permit the Employee to proceed with his/her grievance to the next step of the procedure.
- C. If the decision of the Administration at any step of the procedure with respect to a grievance shall not be appealed to the next step within the time specified for such appeal, such grievance shall be considered settled on the basis of the decision made by the Administration.
- D. The time limits specified will be appropriately reduced, when necessary, so that Step IV of the grievance procedure will be completed prior to the close of the current school term. In the event that this is not possible, the time limit shall not exceed two (2) weeks beyond the end of the school year unless it has been mutually agreed to extend the time limits for same.

E. Forms relating to a particular grievance shall be placed in a file separate from the personnel file of the Professional and shall be held confidential.

PROCEDURE

Step I – Appeal to Principal

The grievance must be filed by the grievant or the Association in writing on a form to be provided by the Administration within ten (10) calendar days of the alleged violation of the Agreement. A meeting must be held between the parties within three (3) calendar days of the grievance presentation unless it has been mutually agreed to extend the time limits for same. A decision must be rendered by Step I within five (5) calendar days after receipt of grievance. The appeal to Step II of the procedure must be made within five calendar days of the receipt of the decision by the grievant and the Association from Step I.

Step II – Superintendent of Schools

If Step I fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step II on the form provided by the Administration within five (5) calendar days after receipt by the grievant and the Association of the decision from Step I. A meeting must be held between the parties within three (3) calendar days of the presentation of the grievance to Step II unless it has been mutually agreed to extend such time limits.

A decision must be rendered by Step II within five (5) calendar days of the receipt of the grievance. The appeal to Step III must be made by the grievant and the Association within three (3) calendar days of its receipt by the grievant and the Association from Step II.

Step III – The Board of School Directors

If Step II fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step III, on the form provided by the Administration, with the Board of Education within three (3) calendar days of receipt by the Association of the decision from Step II.

The Board of Education shall render a decision at the next official school board meeting. If additional time is required for the study of a grievance, it may be allowed upon the mutual Agreement by both parties concerned. The School Board shall present a written disposition of the grievance to the affected parties within five (5) calendar days of its decision.

Step IV – Arbitration

If Step III fails to resolve the grievance to the satisfaction of the Association, the grievance may be appealed to arbitration in accordance with Section 903 of Act 195.

If arbitration is requested, the Association shall notify the Board within fifteen (15) calendar days of the receipt of the Board's decision in Step III of the grievance procedure.

APPENDIX D
LETTER OF INTENT

It is the intent of the Saucon Valley School District to permit retiring teachers to remain in the same health insurance plan provided by this collective bargaining Agreement. When a retiring teacher initiates action with the District Business Office, the School District will carry a retiree on the group plan roll until said retiree reaches the age of sixty-five (65) *or for a maximum of seven (7) years following the date of retirement, whichever is sooner*, provided said retiree remits the monthly premium in advance.

The School District shall not assume any responsibility for lapses in coverage due to failure to remit in a timely fashion.

September 1, 1982, is the effective date.

MEMORANDUM OF UNDERSTANDING
WORKERS' COMPENSATION
PHYSICIANS LIST

Primary Care

Tilghman Med. Ctr.
4825 Tilghman St.
Allentown, PA 18104
610-366-9242

General Surgery

Bethlehem Surgical
701 Ostrum St.
Bethlehem, PA

Occupational Medical Resources

St. Luke's Hospital
North Health Center
153 Brodhead Road
Bethlehem, PA

Physical Therapy

Novacare
1125 S. Cedar Crest Blvd.
Allentown, PA 18103
610-433-1500

EmergiCenter

1791 Airport Road
Allentown, PA 18109
610-264-5844

Chiropractic

Allentown Chiropractic
1850 E. Emmaus Avenue
Allentown, PA 18103
610-791-1020

Orthopedics

Ortho Assoc. of Allentown
1243 S. Cedar Crest Blvd., Ste 2500
Allentown, PA 18103
610-433-6045

MRI/CT

Lehigh Magnetic Imaging
1220 S. Cedar Crest Blvd.
Allentown, PA 18103
800-453-0574

Wilson Orthopedic Group

2111 Washington Blvd.
Easton, PA 18042
610-253-9617

Ophthalmology

Bethlehem Eye
1530 8th Avenue, 1st Floor
Bethlehem, PA 18018
610-691-3335

MEMORANDUM OF UNDERSTANDING - A

The retirement incentive program of the previous contract (2005-2008) is eliminated for all employees hired on or after the ratification date of this agreement. The retirement incentive program is described below for employees of the district hired prior to the ratification date of this agreement with 20 or more years of service.

Effective September 1, 2008, any Bargaining Unit Member who satisfies the eligibility requirements below and who elects to retire from the Saucon Valley School District, with the exception of long-term substitutes, shall be entitled to a cash bonus equaling forty-five percent (45%) of the Employee's last full school year salary with the Saucon Valley School District.

The eligibility requirements for this benefit are:

- (a) The individual must be a Professional Employee with the Saucon Valley School District on the date on which retirement is elected.*
- (b) The Employee must be 55 years of age or older and have been reached the top of the salary schedule and have remained there for a minimum of two years.*
- (c) The Employee must notify the District of his/her intention to retire in writing by no later than November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.*

The restrictions are:

- (d) The cash bonus will be reduced by five (5%) percent for each year employed beyond the first year of eligibility for unreduced retirement benefits as determined by PSERS.*
- (e) The cash bonus will be eliminated if the Employee remains employed for more than five (5) years after the first year of eligibility for unreduced retirement benefits as determined by PSERS.*
- (f) The District reserves the right to limit its total annual cash outlay for the bonus payments provided under this early retirement incentive plan to a maximum of \$10,000 per year per retiree.*
- (g) In the event of death of the retiree, the balance of these incentives shall be paid to the Employee's estate as set forth in the provisions above.*

In addition, the employer will pay for individual medical insurance, not to include dental, vision or life insurance coverage, until the age of 65 or for a maximum of seven (7) years following the date of retirement, whichever is sooner. The eligibility

requirements for this benefit are the same as described above. If this age requirement is declared to be in violation of ADEA by any court of competent jurisdiction, the parties agree that the age requirement shall become null and void and shall immediately be replaced by the phrase “for seven (7) years following the date of retirement.” Payment to be made by the District for the term of this obligation shall be limited to the monthly premium rates in effect for the year in which the Employee elects to retire. Retirees shall receive the same plan as active Employees and shall not be required to contribute toward the cost of medical insurance as set forth in Appendix B 1.A.

The Employee may also purchase health insurance coverage for his/her spouse at the District group rate upon notifying the District of such an election and paying the first month’s premium to the Business Manager one month prior to the Employee’s date of retirement. Employees shall be obligated to pay a co-payment of \$55 per month for health insurance coverage. This co-payment and any additional monthly amounts resulting from any premium increase and payments due for spousal insurance shall be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due. Notice of any premium increase will be provided to the retired Employee at his/her last known address indicated in the District records, as furnished by the retiring Employee. Failure of the retired Employee to pay additional amounts due will result in immediate and permanent termination of health insurance coverage.

In lieu of receiving contributions toward the purchase of health insurance, and in addition to any retirement bonus, an employee shall have the right to elect a retirement bonus (in addition to the service bonus equaling 45% of the Employee’s last annual salary with the Saucon Valley School District as outlined above) ~~incentive~~ equal to 50% of the current cost of the District’s obligation to provide health care payments provided that such incentive election shall be made within thirty (30) days of retirement. Such incentive shall be included in the \$10,000 per year maximum payout rate. Payment for unused sick days in Appendix B 3 shall not be included within the maximum payout rate.

As indicated above, the District reserves the right to limit its total annual cash outlay per retiree to a maximum of \$10,000 per year per retiree. Accordingly, any entitlements under this alternative would be calculated in that \$10,000 per year per retiree total. Under this alternative, entitlements shall not include payment provided for in Appendix B.3 of the Bargaining Agreement. Said payment for unused sick leave shall be made in accordance with the Collective Bargaining Agreement.

These ~~early~~ retirement bonus installments will be made to the retiree on July 1 of each year following retirement until the District’s retirement obligation is discharged. In the event of death of the retiree, the balance of the incentives shall be paid to the Employee’s estate as set forth in the provisions above.

Limitation:

The District is only obligated to provide this incentive to 10% of the Bargaining Unit Members per year. If more than 10% of the Bargaining Unit Members in any one year of the plan indicate an intention to take advantage of this bonus, those Bargaining Unit Members who have first provided the District with a written, irrevocable letter of retirement will be entitled to the incentive outlined above. Those Bargaining Unit Members who have submitted retirement letters that are received after this 10% limitation has been satisfied will be advised of such in writing by the District and will then have at least ten (10) work days from the date of said notification or until the Board takes official public action on the retirement request, whichever is later, to withdraw their written, irrevocable letters of retirement without prejudice. In no event will any Employee be afforded less than ten (10) work days to withdraw his/her letter of retirement under this section. If, however, no such withdrawal takes place, the District will assume that the Member has waived any entitlement to this incentive and will proceed with securing Board acceptance of the Employee's retirement request. Those Bargaining Unit Members who are in retirement status under the terms of this plan and who are still collecting incentive payments under the \$10,000 per year per retiree limitation set forth above, will not be considered in this 10% limitation.

MEMORANDUM OF UNDERSTANDING - B

The retirement incentive program of the previous contract (2005-2008) is eliminated for all employees hired on or after the ratification date of this agreement. A retirement incentive program is described below for employees of the district hired prior to the ratification date of this agreement with less than 20 years of service.

Effective September 1, 2008, any Bargaining Unit Member who satisfies the eligibility requirements below and who elects to retire from the Saucon Valley School District, with the exception of long-term substitutes, shall be entitled to a cash bonus at the time of retirement as follows:

completion of 1 year of service to 10.99 years of service - \$1,000/year of service

completion of 11 years of service to 14.99 years of service - \$1,200/year of service

completion of 15 years of service to 19.99 years of service - \$1,400/year of service

The eligibility requirements for this benefit are:

- (a) The number of PSERS service as of the end of the 2009-10 school year,*
- (b) The individual must be a Professional Employee with the Saucon Valley School District on the date on which retirement is elected.*
- (c) The Employee must be 55 years of age or older and have been reached the top of the salary schedule and have remained there for a minimum of two years.*
- (d) The Employee must notify the District of his/her intention to retire in writing by no later than November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.*

The amount of the this cash bonus is fixed as of the end of the 2009-2010 school year based upon the formula above with no further increases permitted. Payment is made to the Employee on July 1 following retirement.

By the end of the 2009-2010 school year, the School Board will provide SVEA with a list of teachers' names containing the years of teaching service and the dollar amount of the retirement bonus.

MEMORANDUM OF UNDERSTANDING - C

Retroactivity

(a) *Graduate Study Tuition Reimbursement 2008-09 and 2009-10 school years. Each course approved in the 2008-09 and 2009-10 school years, which meet the grade and employment guidelines, will be tuition-reimbursed.*

(b) *Column Placement 2008-09 and 2009-10 school years. Column placement for the 2008-09 school year was accomplished on 01 Sep 2008. Each course completed by 01 September 2009 and meeting the grade requirement will be credited for column advancement in the 2009-10 school year.*

(c) *Column placement for the 2010-11 school year, resulting from administration approved courses started prior to 01 Jan 2010 will be awarded based on successful completion of the course and submission of the required documentation by 01 Jan 2010.*

(d) *Column placement for the 2010-11 school year, resulting from administration or GSC approved courses started after 01 Jan 2010, will be subject to application of the new contract terms, including retroactive if applicable, and will be determined by the decision process of the Graduate Study Committee.*

(e) *A course completed prior to 01 Sep 2010, but not accepted for column movement in 2010-11, will still be tuition reimbursed and will not count against any restriction for course rate or count.*

(f) *Retroactive application of the graduate study guidelines in this agreement by the GSC will not result in the loss of column placement already achieved prior to the 2010-11 school year.*

gf) *Forward application by the GSC of the graduate study guidelines concerning the plan for studies for each teacher will reconsider the acceptability of completed courses for the proposed plan of study. Such determination will be made on a case by case basis.*

MEMORANDUM OF UNDERSTANDING – D

School Year

The contract years shall be as follows: September 1, 2008 through June 30, 2009, July 1, 2009 through June 30, 2010, and July 1 through June 30 for subsequent years.

MEMORANDUM OF UNDERSTANDING – E

Health Insurance Cost Share Retroactivity

The health insurance cost share shall be retroactive to the beginning of the contract period. The health insurance deductible shall become effective on the date of ratification of the contract.

MEMORANDUM OF UNDERSTANDING – F

Salary Schedule Design and Results

The salary schedule has a formula structure within each year, the formulas defining the relationship among cells, columns, and rows. The resulting salary schedule changes from year to year are based on the application of a single index to the previous year schedule, for all years except for the first year of this contract.

~~*Although the objective of this agreement has been to develop a formula based structure and index system, the 2008-12 salary schedules have been the result of compromise and nothing in this agreement precludes the renegotiation of salary structure and index in subsequent agreements.*~~

The salary schedules in Appendix A for the contract term have the following characteristics:

- (a) The column structure of the 2008-09 salary schedule is based on the M column. The B15 and B columns are each 5% less than the column to the immediate right. The M6 to M30 columns are each 3% more than the column to the immediate left. The M45 and M60 columns are each 5% more than the column to the immediate left.*
- (b) The row structure of the 2008-09 salary schedule is based on the Step 14 row. The rows above are each 3% less than the row immediately below.*
- (c) After the determination of salary structure within a given year, the salary schedule for the subsequent year is determined by the application of a single index to each cell of the previous year schedule.*
- (d) Since this is a transition contract to the new structured system, there are exceptions and conformances as described below.*
- (e) The salary in each cell for the 2008-09 year is based on the application of the stated formulas to a salary of \$67,403 in the “M column - step 14” cell. The salary in that cell has been set with a dollar value that will result in a 3.525% increase for the official cohort of staff agreed for this contract, that percent being calculated as the total dollar increase for the cohort after step increases from 2007-08 to 2008-09.*
- (f) For this contract it was agreed that there would be no step increase in the 2009-10 contract year. Therefore the index for the 2009-10 year is 3.625% resulting in a salary of \$69,846 in the “M column – step 14” cell and a total dollar increase for the official cohort of 3.625% with no step increases.*

- (g) *For the 2010-11 contract year, the index is 2.001%, resulting in a total dollar increase for the official cohort of 3.725% after step increases.*
- (h) *For the 2011-12 contract year, the index is 2.214%, resulting in a total dollar increase for the official cohort of 3.825% after step increases.*
- (i) *The total dollars for the official cohort that result from the agreed salary schedules are as follows:*

	<i>Total Cohort</i>	<i>% Increase</i>	<i>% Index</i>
<i>2007-08</i>	<i>\$11,619,831</i>		
<i>2008-09</i>	<i>\$12,029,427</i>	<i>3.525%</i>	<i>N/A</i>
<i>2009-10</i>	<i>\$12,465,494</i>	<i>3.625%</i>	<i>3.625%</i>
<i>2010-11</i>	<i>\$12,929,881</i>	<i>3.725%</i>	<i>2.001%</i>
<i>2011-12</i>	<i>\$13,424,444</i>	<i>3.825%</i>	<i>2.214%</i>

