

# **A G R E E M E N T**

**Between**

**PENNSBURY SCHOOL DISTRICT**

**and**

**PENNSBURY EDUCATION ASSOCIATION**

**2005 - 2009**



**Fallsington, Pennsylvania**

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**ARTICLE I**  
**RECOGNITION**

§1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.

§2. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated January 20, 1972, and Long-Term Substitutes, to the extent that Long-Term substitutes are recognized in Article XXXVIII herein.

**ARTICLE II**  
**SEPARABILITY**

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person(s) or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other person(s) or circumstances where such other person(s) or circumstances are clearly not affected by the judgment, and shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

**ARTICLE III**  
**CONSTRUCTION**

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of the School Code or any other statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

**ARTICLE IV**  
**VESTED BOARD AUTHORITY**

§1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction. All policies must promote effective and efficient educational programs.

§2. The operation and management of the District and the directions of its staff are vested in the Board in accordance with the Pennsylvania School Code. In accordance with the Pennsylvania School Code, the Board has, among other things, the right to operate the District, to direct the working force, to select its supervisory personnel, to hire new Employees, to assign work and to discharge Employees for cause.

ARTICLE V  
SCHOOL YEAR

§1. The school year shall consist of no more than 180 pupil days and 191 teacher days. If the school year is reduced below 180 pupil days by snow or emergency days, additional pupil days may be added to bring the total to 180 pupil days.

§2. Three (3) teacher days are to be used for professional staff development. Professional staff may elect to substitute, without pay, District-approved or District sponsored summer and weekend workshops or curriculum activities for any or all "trade days". Professional staff who complete said workshop days by June 30<sup>th</sup> of the school year will not be required to attend work on designated "trade days".

§3. Three (3) other teacher days shall be scheduled as follows: one (1) each after the first, second and third marking periods. These days will be used within District buildings for grade level, department or faculty meetings and for completing grades for the marking period. Any combination of grade level, department and/or faculty meetings will be limited to a total of one (1) hour.

§4. Four (4) teacher days shall be scheduled for workshops as part of the District's calendar creation process, and they shall be non-pupil days whose use shall be determined by the Administration. One (1) day will be used prior to the opening of school for classroom and curriculum preparation, two (2) days during the school year as determined by Administration and one (1) day after the last student day.

§5. The Administration and the Association shall schedule one (1) teacher day as part of the District calendar creation process. This day may be scheduled before, during, or after the school term. Use of the additional day will be determined jointly by the District and the Association. "Determined jointly" means that the District and Association may collaborate on the use of a whole day, or that the District and Association may elect to each determine the use of one-half (1/2) of the day.

ARTICLE VI  
NORMAL WORK DAY

§1. The teacher's normal work day shall consist of seven and one-half (7-1/2) hours exclusive of before or after school meeting times, Monday through Friday.

§2. Effective with the 2006-2007 School Year, the student instructional day shall be increased by 10 minutes at each building level. The 10 minutes will be added to student schedules and will be part of the teachers' 7-1/2 hour workday. The Superintendent will issue a memorandum at the beginning of each year delineating starting and finishing times of each work day for each level (elementary, middle and secondary schools).

§3. Teachers shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association.

§4. If a building has scheduled marking period conferences for evening hours, such time will be considered part of the normal work day as defined in sections 1 and 2 above, and the daytime schedule on that day or an adjacent conference day will be reduced accordingly.

§5. Included in this time frame will be a thirty (30) minute duty-free lunch period.

§6. Different work schedules may be established on a District-wide basis for special job categories.

§7. Building level meetings will begin as soon as possible after the student day. Except under unusual circumstances, meetings will not be held on Friday or days preceding a holiday.

#### ARTICLE VII TEACHER SCHEDULES AND PREPARATION/CONFERENCE TIME

§1. The building Principal will divide the staff workload in as equitable a manner as possible.

#### §2. High Schools - Intensive Scheduling

A. A "teacher day" will consist of three (3) teaching periods, one duty-free preparation period equivalent in length to a teaching period, and a minimum thirty (30) minute duty-free lunch period. Except in isolated situations, principals will not request that teachers give up any portion of their preparation periods in order to provide class coverage for absent teachers. When possible, teachers will not be assigned three (3) consecutive teaching periods. However, it is understood that this will not be possible for all teachers.

Effective with the 2005-2006 school year, upon ratification of the Agreement, or as soon thereafter as is possible, two (2) weekly forty (40) minute EOP periods weekly will be part of the regular High School schedule in grades 9-12 for all teachers. EOP is not to be considered a "duty period" nor an extra period, and contacts made during EOP do not count toward the total contacts per day.

B. Of the three possible teaching assignments each teacher day, the number of different courses a teacher may be assigned to teach will not exceed two (2) during any marking period. A course is identified by a course number, e.g., 0230.

C. Rather than limiting the size of individual classes as provided in Article XLI, Class Size, it is agreed that teachers will not be assigned to teach more than eighty-four (84) students per teacher day. This provision shall supersede the provisions of Article XLI so long as intensive scheduling is in effect.

D. A teacher coordinator will be assigned to teach one or more classes each teacher day; the remainder of the day will be devoted to curriculum related matters and a preparation period (to be scheduled in accordance with Appendix A, Item P, Section 5). Of the three possible teaching assignments each day, teacher coordinators shall have the following number of semester length classes assigned to them, except for coordinators for guidance and school nurses, who have their duties adjusted so as to allow for the fulfillment of their duties as coordinators. (Two (2) marking period length classes equal one semester length class.)

Five (5) Teaching Assignments  
(three one semester and two the other semester)

Business Education

Four (4) Teaching Assignments  
(two one semester and two the other semester)

Family and Consumer Science  
Foreign Language  
Technology Education (Industrial Arts) Coordinator

Three (3) Teaching Assignments  
(two one semester and one the other semester)

Art  
Music

Two (2) Teaching Assignments  
(one each semester)

Science	Reading
Social Studies	Math
English	

E. For teacher coordinators with three (3) or five (5) teaching assignments, the principal will take into account the coordinators' workloads when assigning the greater and lesser semester teaching loads.

F. Teachers will not be assigned "duty periods," e.g., cafeteria duty, study hall monitor.

G. Teacher coordinators at the elementary level will receive minutes equivalent to the high school schedule for the purpose of performing their coordinator duties.

H. There will be no layoffs of currently employed staff based upon the effects of unification as well as intensive scheduling.

I. There will be no increase in the length of the "teacher day," except as provided in the collective bargaining agreement.

§3. Middle school classroom teachers shall in addition to a thirty (30) minute duty-free lunch period have five (5) preparation/conference periods per week. Teachers shall use these periods for such preparation/conference and no other purpose. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose.

§4. Except in unusual situations, middle school classroom teachers will be assigned no more than two (2) different subject areas. A subject area shall be defined as an individual discipline such as language, science, social studies, mathematics.

§5. A normal daily classroom teaching load for middle school shall be five (5) teacher periods or equivalent modules.

§6. Elementary teachers shall, in addition to a thirty (30) minute duty-free lunch period, have preparation/conference time to no less than seventy (70) minutes per day on a five (5) day rotation. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose. Said preparation/conference time for elementary teachers shall be scheduled within the student day. Special area subjects will be placed on a five (5) day rotation.

§7. The District will attempt to provide that elementary teachers' preparation/conference time shall be scheduled in minimum time blocks of twenty (20) minutes.

§8. It is mutually agreed that the provisions of Section 7 of this Article shall neither cause nor justify any changes in staff level, whether by means of layoffs or new hiring.

#### ARTICLE VIII CLASS COVERAGE

§1. High School – Intensive Scheduling. In the event of the absence of a regular high school teacher from duty, where no substitute has been secured, the following sums for each half block covered will be paid to any bargaining unit member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per half block</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§2. Middle School. In the event of the absence of a regular middle school teacher from duty, where no substitute has been secured, the following sums for each period covered will be paid to any bargaining unit member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per period</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§3. Elementary.

A. In the event a regular elementary classroom teacher is absent and no substitute has been provided, if the full class of the absent teacher is combined with another regular class, the teacher covering the double class shall receive compensation at the following rates per hour not to exceed the stated maximum for the full day. If the class is combined with more than one regular class, the teachers covering the combined classes shall share the applicable compensation equally.

<u>Year</u>	<u>Hourly Rate</u>	<u>Maximum Daily Compensation</u>
2005-2006	\$27.00	\$135.00
2006-2007	\$27.00	\$135.00
2007-2008	\$27.00	\$135.00
2008-2009	\$27.00	\$135.00

B. In the event an elementary special subject teacher (art, music, library or physical education) is assigned and scheduled to teach a regular elementary class and is absent and no substitute is provided, the regular classroom teacher covering the scheduled special period shall receive compensation at the following rates for such period if such coverage results in loss of the covering teacher's guaranteed minimum preparation time during the five or six day rotation that the coverage occurs. (See Article VII, §6). Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the minimum preparation time which is lost.

<u>Year</u>	<u>Rate per period</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§4. Assignment of Class Coverage. Class coverage will be assigned as equitably as possible. No employee shall have a right to be assigned to class coverage.

**ARTICLE IX**  
**AFTER-SCHOOL ACTIVITIES**

§1. The one (1) mandatory after-school activity will be Back-to-School Night and/or Open House. In the fall, the staff in cooperation with the building Principal will determine the scope of this activity by building and establish a date upon which the activity will be held.

§2. All other after-school activities will be voluntary. If there are not sufficient volunteers, staff members will be assigned by the Principal of the building by alphabetical order on a rotational basis to the extent needed as determined by the building Principal and approved by the Superintendent. No staff member shall be involuntarily assigned to "crowd control" or Saturday night "Sports Night."

§3. The maximum number of after-school activities any staff member will be required to attend will be three (3).

§4. Staff members may request issuance of a picture identification card which will entitle each staff member who requests such a card, upon display, to free admission to after-school activities for which admission is charged and which involve school-sponsored performances by Pennsbury students. The preceding shall apply only to school sponsored activities which inure to the benefit of the Pennsbury Student Activity Fund. This section will not apply to "Sports Night" or to events which are conducted for the principal benefit of charities.

**ARTICLE X**  
**MEETINGS**

§1. The number of meetings outside the teacher work day shall not exceed thirteen (13). Prior notification of at least one (1) week shall be given except in emergencies, and a basic agenda shall be provided at least two (2) days in advance. These meetings shall begin at the close of the teacher work day, except in the case of joint curriculum meetings which will begin at the earliest practical time as determined by the teacher's building assignment at the end of that day. Required attendance shall not exceed the first hour of any such meeting, except for District-wide two hour required attendance meetings. (See Article XI, Section 1-D).

§2. Additional emergency meetings, beyond the thirteen (13) described in Section 1 of this Article, shall be at the discretion of the District Superintendent.

§3. Except for emergency meetings, there will be no after-school meetings on Friday or the day prior to a holiday.

§4. Any building meeting outside the teacher work day at which building decisions are made or material discussed for which teachers will be responsible after the meeting shall not be considered a "voluntary" meeting. Such decisions or material are to be included in the agenda of a required meeting.

§5. Voluntary meetings are those which teachers attend based on their own needs. Such a meeting may be determined and scheduled by other teachers or by administration, but the announcement of the meeting must clearly designate that it is a voluntary meeting.

ARTICLE XI  
IN-SERVICE PROGRAMS AND WORKSHOPS

§1. Workshops:

A. Teachers attending workshops during evenings, weekends, or after the end of the school year will be reimbursed for such attendance at the following rates:

<u>Year</u>	<u>Rate per Hour</u>
2005-2006	\$25.00
2006-2007	\$25.00
2007-2008	\$25.00
2008-2009	\$25.00

Teachers attending workshops whose length or number of teachers attending would make the payment of the workshop hourly rate prohibitive, with the result that the workshops would not be held, may be reimbursed by a stipend, provided that the stipend is in multiples of \$25 and is at least equal to \$50.

B. Teacher presenters at workshops shall be paid at two (2) times the rate for attendees. This payment will be made for presentation time only and does not include any preparation time.

C. No payments will be made by the District for workshops where salary credit, service component credit, or CPE credit (except as stated in Article XVIII, Section 4) is received or payment is received from another source. The District may, at its sole discretion, offer selected workshops for which the District waives the requirements of this section.

D. A one and one-half (1-1/2) or two (2) hour District-wide after school workshop may be designated a required teacher workshop, provided that the number of required meetings beyond the school day is reduced on the following basis: a one and one-half (1-1/2) or two (2) hour workshop equal two (2) required meetings. Such a workshop will last no more than two (2) hours. At least four (4) weeks notice must be given for such a workshop.

§2. In-Service Courses and Seminars:

A. The District and the Association recognize that In-service courses and seminars offered by the District may be valuable educational tools for maintaining and increasing staff efficiency. Therefore, conduct of such courses and attendance by teachers at such courses shall be encouraged by the District and the Association.

B. In furtherance of the preceding, the District may designate, in its discretion, courses and seminars for which credit for salary purposes shall be given. Individuals participating in such courses, when approved for such credit and so designated by the District after the normal work day, shall receive credits for salary purposes as follows:

6 hours - 1/2 credit  
12 hours - 1 credit  
24 hours - 2 credits  
36 hours - 3 credits

C. All in-service seminars offered by the District may be submitted to the Pennsylvania Department of Education for the sole purpose of determining if the program is acceptable to be used by the individual staff member towards his/her state certification. All staff members will be notified by the District of the Department of Education's decision regarding such programs. Such submissions shall be determined by the District Superintendent.

§3. The District will continue to maintain the right to determine the payment of fees and other expenses for in-service that occurs during any released time. Such determination will be based on the availability of funds and the needs of the District. No teacher will have an inherent right to such payment or to such released time.

## ARTICLE XII SUMMER SCHOOL

§1. In order to provide for personnel planning after the school term, the professional staff will receive adequate notice as to selection of summer school staff.

§2. The following guidelines are established:

A. Tentative selection of summer school staff will have been effected before the Easter vacation, but in no event later than April 15.

B. The notice for filing applications for consideration will be forwarded to all staff members in order to provide for timely submission of applications.

C. All inquiries will receive proper notice as to disposition of their applications as follows:

(1) Employment offers will be extended to those tentatively chosen for summer school positions.

(2) Two (2) alternates will be chosen for each position to provide for employment offer rejection, changes in enrollment and similar issues.

(3) Those who are selected will receive correspondence accordingly.

D. Selection for summer school staff will be based upon the following:

(1) PDE teaching certification as required.

(2) Successful teaching experience at appropriate levels and courses pertinent to the summer school program.

(3) Successful previous summer school teaching experience with consideration to recency of summer school experience and continuity of recent experience.

(4) Recommendations of the Summer School Director, appropriate building Principal(s) and appropriate Curriculum Coordinators.

E. The base salary for the general summer school teaching and Title I summer teaching positions will be \$3,844 for 2005 summer school; \$3,901 for 2006; \$3,960 for 2007 and \$4,019 for 2008 and 2009. This salary is based on a six (6) week period of four (4) hours per day. For greater or lesser teacher schedules, the salary shall be prorated.

F. Teachers employed in the in-District summer school program who have accumulated sick leave days may utilize up to two (2) of such days in cases of personal illness or injury. Use of such leave shall be subject to the general provisions of Article XIV, Absence Policy, and shall also be subject to the specific provisions of Section 13 of that Article.

### ARTICLE XIII PUPIL PERSONNEL SERVICES GUIDE

§1. A list of all pupil personnel services vacancies with the number of extra days of service shall be announced on or before May 1 by memorandum to professional staff members covered by the Agreement.

§2. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall be contained in the memorandum. Applicants not selected will receive appropriate correspondence.

§3. Members selected to work beyond the established school year, excluding summer school, will be paid for days worked at a daily rate equal to 1/191 of their annual base salary as determined by the teacher's salary guide in effect. This payment is for work that has been board approved and which is a continuation of the bargaining unit member's regular assignment. This does not include summer school. Examples would be school psychologists, guidance counselors, etc.

§4. Starting and quitting times will be determined by the respective supervisors and the length of the work day will be governed by Article VI of this Agreement.

§5. Selection of individuals will be based upon experience, qualifications and service within the District.

### ARTICLE XIV ABSENCE POLICY

#### §1. Guidelines

The Board and the Association agree that absenteeism presents a disruptive force to continuity of the educational program and that each teacher shall view attendance as a professional responsibility and it shall be encouraged by the Association.

A. All absences within the scope of this policy must first be approved by the immediate supervisor in order to receive salary payment. Such approval must be received prior to the absence except in cases of emergency.

B. Upon return to duties after an approved absence, and in cases of emergency without prior approval, each teacher shall complete the required absence form in order to ensure payment for such absence. The immediate supervisor will approve, if applicable, such absence and will forward the documentation to the Payroll Department for proper payment.

Documentation attesting to the reason for absence may be requested. Failure to provide such documentation will result in loss of pay for the period of absence.

C. If it is necessary for a teacher to be absent, he/she must inform the Substitute Teacher Coordinator of such absence as outlined in established building policies. Ample notification must be given in order to provide for a suitable replacement. Proper notification must be made of return to duty in order that the substitute may be so informed.

D. Absences beyond the provisions of this Agreement and extensions beyond accumulated allowable absence will require the approval of the Superintendent.

## §2. Sick Leave and Personal Leave - Notification of Eligibility

By September 30 of each school year, teachers shall be notified in writing of the number of their accumulated sick leave and personal leave days, including days for the current school year.

## §3. School Business Leave

A. School business leave, without loss of pay, may be granted for the following reasons with proper District approval:

- (1) Graduate comprehensive exams
- (2) Certification - required trip to Harrisburg
- (3) Professional meeting
- (4) School sponsored trips
- (5) Member of an evaluation team
- (6) Visitation to other schools
- (7) Community projects

B. Proper documentation must accompany the leave request.

## §4. Military Leave of Absence/Military Reserve Duty Leave

Upon request, a military leave of absence up to four (4) years, unless extended by law, shall be granted to teachers immediately inducted into the Armed Forces of the United States. Reinstatement of such teachers released under honorable conditions will be made in accordance with the Veterans Reemployment Act. Employees, who are members of the military reserves or the Pennsylvania National Guard, shall be entitled to a leave of absence without loss of pay or benefits for up to fifteen (15) days per year while on state or federal military duty, except as otherwise provided by law. Military orders shall accompany requests for absence.

§5. Child Rearing Leave

A. An Employee who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child rearing leave of absence without pay.

B. An Employee who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the office of the District Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.

C. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.

D. Unless otherwise approved by the Board, all child rearing leaves shall be for at least one quarter (1/4) of a school year (ordinarily at least forty-five (45) days) and shall commence and terminate effective with the beginning of the quarterly marking periods as established at the secondary level for the school year involved. Child rearing leave must begin no later than one full quarterly marking period after the birth of the child, except that if a child is born during the fourth quarter, the child rearing leave must begin by the beginning of the first quarter of the following school year.

E. The maximum length of the leave on account of the birth or adoption of any one child shall be eight (8) quarters, in addition to any quarters of leave taken during the school year during which the leave is commenced. If an additional pregnancy occurs during this leave, and an additional continuous period of leave is requested, an extension shall be granted for a maximum of four (4) additional consecutive quarters.

F. Approval of a request for child rearing leave shall be granted by Board action and shall specify the period of the leave.

G. An Employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the office of the District Superintendent at least thirty (30) days prior to the new termination date requested. Reinstatement at an early termination date is contingent upon the existence of a vacancy for which the teacher is certified. A position which is filled by a long term substitute is not considered a vacancy for purposes of early termination.

H. An Employee who has been granted a child rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension to the office of the District Superintendent.

I. An Employee who has been granted a period of child rearing leave should give notice of intention to return to the office of the District Superintendent. If the approved termination date is at the conclusion of a fall quarter (the first or second quarter of the school year), notice should be given by September 15th; if the approved termination date is at the conclusion of a spring quarter, notice should be given by February 15th.

J. Upon termination of the leave the District shall reinstate the Employee to the position held prior to the leave, if available, or to a substantially equal position if such position is available. If such position is not available, the Employer may offer the Employee any other available position for which the Employee is qualified.

K. Employees on authorized child rearing leaves of absence without pay, pursuant to this Article, shall not be considered to be active Employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active Employees. Employees shall neither lose nor accrue seniority or salary step entitlement during the leave.

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

M. Employees granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to beginning of the child rearing leave. Because the District pays premiums one month in advance, the Employee must submit monthly premium payments to the Personnel Office at least one month in advance of the date that each premium payment is due.

N. The time limits expressed in this Section Five may be waived by written approval of the District Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

#### **§6. Special Leave**

A. A leave of absence without pay may be granted with the approval of the Superintendent for special reasons and not normally covered by the regular leave policy. Such special reasons would include election to state or federal legislative office, service to the government, upon request, for research projects and similar instances deemed appropriate by the District.

B. Individuals falling under this provision will continue to accumulate salary and allowable absence credits.

C. Assignments at time of reinstatement will be at the discretion of the District.

D. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

#### **§7. Sabbatical Leaves of Absence**

A. Sabbatical leaves of absence will be granted in compliance with the applicable sections of the School Code, as amended.

B. Request for such leaves will be submitted to the teacher's supervisor prior to March 1 of the current school year with proper documentation to substantiate this absence from duty. Such documentation shall include, but not limit itself to, evidence of acceptance at

educational institution(s) with specific course outlines, physician(s) statement(s) attesting to the need for rest and/or health restoration. For sabbatical leaves for professional development, the teacher must maintain a minimum course load, or the equivalent, of at least nine (9) credit hours per semester. At the discretion of the Superintendent, this may include, by way of example, research or writing of a doctoral dissertation.

C. While on sabbatical leave for professional development, progress reports will be submitted. One (1) report shall be submitted at mid-term to the Superintendent. Further, a final report in approved form will be submitted within thirty (30) days after the end of the leave. In cases of rest and health restoration, appropriate physicians' statements will be submitted as required.

D. While on sabbatical leave of absence, the teacher will not be engaged in any full-time remunerative employment without the permission of the District Superintendent.

E. Teachers on sabbatical leave will receive salary payments by the same method as full-time staff members. Exceptions to this method of payment will require the approval of the Superintendent.

#### §8. Jury Duty and/or Court Order Leave

A. The District will make salary differential payments to teachers required to serve jury duty. Differential payment will be the difference between normal base pay and jury duty pay during the period of leave.

B. No payment will be made for jury duty which falls within nonschool periods.

C. The teacher will furnish his/her supervisor with a copy of the court order or subpoena and a statement from the Clerk of the Court attesting to the amount of jury duty monies to be paid.

D. The above provisions shall also apply to absence for reason of subpoena except where the Employee is party to a suit, in which case there shall be no salary payment or differential. This paragraph shall not apply to situations where the provisions of Article XXIII, Teacher Protection, are applicable.

#### §9. Advanced Study Leave

A. Employees with five (5) years of successive teaching experience with the District may be granted an educational leave of absence without pay up to one (1) year to pursue graduate study at a recognized institution of higher learning.

B. Requests for leave shall be submitted by March 1 to the immediate supervisor who will process the leave order to obtain the necessary approvals. Documentation as to school registration shall accompany the request.

C. Salary credits shall be extended for this leave. Other benefits will be made as provided for in the State Code. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

D. Individuals granted such leaves must return to the District immediately upon expiration of the leave and shall serve in the District for at least one (1) year. The waiving of this provision will be at the discretion of the Board.

#### §10. Family Death

A. Whenever a teacher shall be absent from duty because of a death in the immediate family of said teacher, there shall be no deduction in salary for an absence up to five (5) days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the Employee has made his/her home.

B. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

#### §11. Family Illness Leave

Up to two (2) days' paid absence shall be extended to teachers who must be absent from duty to attend a member of the immediate family, as defined in Section 11.A. above, who is ill. For good cause shown, the District Superintendent shall allow an additional day of such absence. Such absences will be considered sick leave.

#### §12. Sick Leave

A. In any school year whenever a professional or temporary professional Employee is prevented by illness or accidental injury from following his or her occupation, the School District shall pay to said Employee for each day of absence the full salary to which the Employee may be entitled as if said Employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year-to-year in the School District of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Employee's salary shall be paid if the accidental injury is incurred while the Employee is engaged in remunerative work unrelated to school duties.

B. The term illness as used in this section shall, for the period of actual illness or disability, apply to and include pregnancy-related illness or disability. Leave for such illness or disability shall not be allowable nor paid for during any other period of absence or leave allowed or authorized under any other section of Article XIV of this Agreement.

#### §13. Personal Leave

A. Three (3) days of paid personal leave will be granted, with prior notification, to individuals who could not have conducted such personal affairs after school hours. Teachers will be expected to exercise professional judgment concerning the use of these days.

B. Formal notification in writing for personal leave shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the teacher in order to ensure proper payment.

C. Unused personal leave will not be cumulative. However, at the conclusion of each school year, unused personal leave shall be converted into unused sick leave and shall be credited to the teacher's accumulated unused sick leave.

D. Except upon good cause shown, personal leave shall not include days immediately preceding or following scheduled school vacations. Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit request the same day for personal leave, the earliest request(s) will be granted the day requested. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of this section, then the parties shall meet to resolve the questions involved.

§14. Sick Leave Bank

A sick leave bank, the operation of which shall be jointly administered by the District and the Association and governed by the regulations attached hereto as Appendix A, Section B, shall be available for members of the bargaining unit on a voluntary basis.

§15. Leave Pursuant to the Family and Medical Leave Act of 1993

Employees are entitled to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), pursuant to the conditions set forth in the District's policy implementing that Act. FMLA leave is not provided in addition to other leave available under this Article. Rather, it sets a minimum to the leave available to eligible employees for valid FMLA purposes. The District may require eligible employees who request FMLA leave to substitute leave to which they are otherwise entitled, as permitted by the District's FMLA policy. The District may designate any leave taken by an eligible employee for a valid FMLA purpose as FMLA leave.

ARTICLE XV  
SUPPLEMENTAL CONTRACT SCHEDULES

A. Athletic, Elementary and General Supplemental Contracts

Athletic, Elementary and General Supplemental Contract positions are listed in Appendix B attached hereto. The compensation rates for each school year shall be determined by increasing, on average, the rates for the prior school year by the following percentages: 1.5% (2005-06), 1.5% (2006-07), 1.5% (2007-08), 1.5% (2008-09) and shall be listed in a separate Memorandum, signed by the parties, which shall be considered a part of this Agreement.

B. Elementary Supplemental Contracts

Determinations of the uses and distribution of funds there among shall be made by the building Principal in consultation with the site based team, for additional services required for the efficient operation of the building and equipment. All such payments must have the prior approval of the District Superintendent or designee after they are tentatively determined within each building.

ARTICLE XVI  
SALARY PAYMENT METHOD

§1. Teachers shall be paid in twenty-six (26) equal bi-weekly installments, each representing 1/26th of the teacher's annual salary rounded to the nearest \$.01 per check. It is recognized that, in some school years, there are twenty-seven (27) bi-weekly periods. In those years, salary payments may be paid in twenty-seven (27) equal bi-weekly installments, each representing 1/27th of the teachers annual salary, or by appropriately adjusting pay periods, as agreed to by the parties.

§2. Payment in lump sum of remaining annual salary to individual teachers may be made on the final pay in June in cases of emergency. Requests for lump sum payment shall be submitted in writing on or before the last pay in May.

§3. The District will continue to provide an option for direct deposit of paychecks.

ARTICLE XVII  
SALARIES

§1. The schedules set forth in this Article represent the salaries for members of the bargaining unit for the 2005-2006 through 2008-2009 school years. The effective date of the 2005-2006 wage increase, and all appropriate step and column movement, shall be January 1, 2006. The 2004-2005 salary schedule, including step placement, shall remain in effect until that date.

Those employees who retire through June 30, 2006 and submit to the Board a retirement letter to that effect by March 1, 2006 and whose retirement is accepted by the Board at its March, 2006 meeting, shall receive the 2005-2006 increase retroactive to August 29, 2005 rather than as of January 1, 2006. Pay adjustments will be made following Board approval of the retirement, but prior to June 30, 2006.

§2. A teacher who serves less than a full school year is entitled to receive a salary only in an amount that bears the same ratio to the established annual salary as the number of days worked bears to the annual school term of 191 days. Each day not worked shall reduce salary by a factor of 1/191.

§3. For purposes of determining salary step entitlement, a teacher who works for at least one quarterly marking period (ordinarily 45 consecutive student days) but less than three quarterly marking periods (ordinarily 135 consecutive student days) shall receive credit for entitlement to one-half (1/2) of a step; a teacher who works for three quarterly marking periods (ordinarily 135 consecutive student days) or more shall receive credit for entitlement to a full step. The question of whether a period of authorized absence constitutes a period of working for salary step entitlement purposes shall be determined by referring to the Absence Policy Article of this Agreement.

§4. In order to be eligible for change of salary column, a teacher must submit a "Professional Employee Request for Contract Change," form PER-12, in person to the Personnel Office. All requests and documentation must be submitted by July 1st to be effective on the first pay of September or by November 1<sup>st</sup> for the change to be effective on the first pay of the second semester. The change in payment will not be retroactive.

§5. A teacher who receives an unsatisfactory rating (DEBE-333 or equivalent) (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that they are present for duty (year 2), and shall receive the same salary in such next succeeding school year (year 2) as received during the school year to which the unsatisfactory rating applies (year 1). If the teacher is rated satisfactory at the end of such next succeeding school year (year 2), then in the following school year (year 3), he or she shall be placed on the same step and at the same salary he or she would have received if there had been no unsatisfactory rating (year 1).

§6. For teachers first beginning employment with the District as a permanent teacher or a long-term substitute (subject to Article XXXVIII, §3.A.1.) on or after July 1, 1995, the maximum step on the salary schedule that they may attain on the Inductee column is Step 4 and on the Instructor I column is Step 10. Effective with the 1998-99 school year, any such employees who are still on either of these two columns shall have his or her salary frozen at his or her 1997-98 rate until he or she is eligible to move to the Instructor II column or higher, at which time he or she will move to the step to which he or she would have been entitled if not frozen.

§7. Effective July 1, 1996, teachers (other than those on the Inductee column) must satisfy certain service components each year. Service component guidelines, including options, will be developed jointly by the District and the Association and shall be set forth in a Memorandum of Understanding. Teachers who move from one column to the next during a school year shall satisfy the service requirements of the new (higher) column. Should a teacher fail to complete the Service Component by June 30, he or she shall forfeit the increase in compensation they received during that year, which increase will be deducted from that year's salary payments that are made during the summer, with the result that his or her salary will be equal to that of the year prior. Further, if any such teacher on the Instructor I column whose salary is frozen pursuant to §6 above does not properly complete his or her service component for that column, they shall be subject to discipline.

#### §8. Salary Credit for Professional Courses

##### A. Degrees

Degrees will be honored without course review for salary purposes.

##### B. Salary Categories Other Than Degree Categories

This refers to post-baccalaureate or post-masters levels of training, and refers to semester hours of college level work beyond the basic degrees. It is recommended that prior to course registration, the teacher review his/her course selection with the District in light of the following regulations.

##### a. Post-Baccalaureate Salary Categories

1. Courses may be either graduate or undergraduate but must be taken subsequent to receiving the Bachelors Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet teacher certification requirements may be used for salary credit.

3. All courses that will contribute to the professional improvement of the teacher or to mastery of his special area of the program will be approvable for salary purposes.

b. Post-Masters Salary Categories

1. Courses may be graduate or undergraduate but must be taken following the date of the Masters Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet teacher certification requirements may be used for salary credit in these categories.

3. All courses that will contribute to the professional improvement of the teacher or to mastery of his/her special area of the program will be approvable for salary purposes.

§9. Career Ladder

<u>Level</u>	<u>Required Degree</u>	<u>Service Component</u>
Inductee	B	Participation In Induction program
Instructor I	B+15	Level E or higher
Instructor II	B+30 M	Level D or higher
Professional Educator I	B+45 & M M+10 B+45*	Level C or higher
Professional Educator II	B+55 & M M+20 B+55**	Level B or higher
Advanced Professional Educator	B+65 & M M+30 B+65***	Level A or higher

\*To move to Professional Educator I, must have: M+10 or B+45 including a masters; or for employees beginning employment with the District before July 1, 2000 as a permanent teacher or a long term substitute, B+45.

\*\*To move to Professional Educator II, must have: M+20; or B+55 including a masters; or for employees beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+55 and 25 years of service with the District.

\*\*To move to Advanced Professional Educator, must have: M+30; or B+65 including a masters; or for employees beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+65 and 25 years of service with the District.

§10. National Board Certification. Staff who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, 1988 shall receive \$2,000 in the year of receiving the certification in recognition of the expenses incurred in the process of receiving this status. Additionally, those staff who have successfully attained "National Board Certification" shall receive as part of salary \$2,000 each subsequent year in addition to other raises attained during the life of this current agreement, so long as such certification is maintained.

§11. 2005-06 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	42,094	43,823	46,255	47,986	49,715	51,764
1	44,310	46,130	48,689	50,512	52,332	54,489
2	45,523	47,312	49,824	51,991	53,789	55,926
3	47,014	48,801	51,298	53,808	55,590	58,077
4	48,802	50,582	53,443	55,946	57,721	60,599
5		52,365	55,588	58,450	60,223	63,107
6		54,275	57,448	60,647	62,403	65,626
7		56,854	60,385	63,575	65,343	68,930
8		58,297	62,005	65,198	67,139	70,917
9		59,740	63,625	66,819	68,935	72,902
10		62,976	66,874	70,191	72,884	77,015
11			74,101	76,284	77,930	82,073
12			76,164	78,606	80,717	85,906
13			79,781	82,537	85,161	91,521

An additional \$1,000 Increment is awarded for doctorate effective January 1, 2006.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

\*This schedule, including step increases, shall take effect as of January 1, 2006. The 2004-2005 schedule, including step placement shall remain in effect until that date.

§12. 2006-2007 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	43,083	44,853	47,342	49,114	50,883	52,981
1	45,351	47,214	49,834	51,899	53,561	55,770
2	46,593	48,424	50,995	53,213	55,053	57,240
3	48,118	49,948	52,503	55,073	56,897	59,442
4	49,949	51,771	54,899	57,261	59,078	62,024
5		53,596	56,895	59,824	61,638	64,590
6		55,551	58,798	62,072	63,870	67,168
7		58,190	61,804	65,069	66,878	70,550
8		59,667	63,483	66,730	68,717	72,583
9		61,143	65,120	68,390	70,555	74,815
10		64,456	68,445	71,840	74,372	78,825
11			75,842	78,076	79,761	84,002
12			77,954	80,455	82,614	87,925
13			81,655	84,477	87,162	93,672

An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

**§13. 2007-2008 SALARIES**

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	44,098	45,907	48,454	50,268	52,079	54,226
1	46,417	48,324	51,005	52,913	54,820	57,080
2	47,687	49,562	52,194	54,463	56,346	58,585
3	49,249	51,121	53,737	56,367	58,234	60,839
4	51,123	52,987	55,984	58,608	60,466	63,481
5		54,855	58,232	61,230	63,087	66,108
6		56,856	60,180	63,530	65,371	68,747
7		59,558	63,256	66,598	68,450	72,208
8		61,069	64,954	68,288	70,332	74,289
9		62,580	66,651	69,897	72,213	76,369
10		65,970	70,054	73,528	76,118	80,677
11			77,624	79,911	81,636	85,976
12			79,786	82,346	84,555	89,991
13			83,574	86,462	89,211	95,873

An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

§14. 2008-09 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	45,176	47,032	49,641	51,499	53,355	55,554
1	47,554	49,508	52,254	54,210	58,183	58,479
2	48,856	50,776	53,472	55,798	57,727	60,020
3	50,456	52,374	55,054	57,748	59,660	62,329
4	52,375	54,286	57,356	60,042	61,947	65,038
5		56,199	59,658	62,730	64,633	67,727
6		58,249	61,654	65,087	66,972	70,431
7		61,017	64,806	68,230	70,127	73,977
8		62,565	66,545	69,971	72,055	76,109
9		64,114	68,284	71,712	73,982	78,240
10		67,587	71,770	75,330	77,984	82,654
11			79,526	81,869	83,838	88,082
12			81,740	84,363	86,627	92,196
13			85,622	88,580	91,396	98,222

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An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

ARTICLE XVIII  
TUITION REIMBURSEMENT

§1. Teachers on Steps 0 through 13 of the Salary Schedule will be eligible for tuition refund for courses paid by the Employee up to a maximum of \$1,200 for 2005-06; \$1,250 for 2006-07; \$1,300 for 2007-2008 and 2008-09.

§2. The following requirements will cover such tuition refunds:

A. Courses must be approved by the District prior to registration.

B. Courses must be of post-baccalaureate or graduate study at a state approved 4-year baccalaureate degree granting institution.

C. Tuition reimbursement for courses as set forth in section B above will remain applicable to all teachers as provided in this Article, whether or not such courses are used to meet the continuing professional education requirement. In addition, tuition reimbursement shall apply to any registration fees for Continuing Professional Education (CPE) credits taken on the initiative of the Employee.

D. A grade of "B" or better or its equivalent must be earned.

E. On Steps 7 and above all courses must be on the graduate level except as provided in C. above.

F. The District may waive the above requirements at its discretion.

G. Reimbursement payments will be made within a reasonable period after appropriate transcripts and course payment receipts are submitted.

§3. If a teacher is approved for education leave during work hours and the activity carries CPE credit, the registration fees will not be charged against the tuition reimbursement maximum.

§4. The District may, at its own discretion, offer payment of registration fees plus CPE hours as an incentive for attendance at a particular workshop or conference offering CPE hours. Such payment would not apply to the tuition reimbursement maximum. District-approved workshops with fees paid by grant funds do not apply to the tuition reimbursement maximum.

§5. Teachers may take CPE options which are scheduled beyond the teacher work day for CPE credit or service component credit but not both, unless there is a registration fee and the teacher foregoes receiving tuition reimbursement for that fee as his/her service component.

**ARTICLE XIX**  
**RETIREMENT ALLOWANCE**

§1. Teachers who retire from the District under the retirement provisions of the Pennsylvania Public School Employees Retirement System shall be eligible to receive a lump sum payment upon retirement in an amount equal to \$45.00 for each day of unused allowable absence during the 2005-2006 school year; \$47.50 each day of unused allowable absence during the 2006-2007 school year; and \$50.00 each day of unused allowable absence during the 2007-2008 and 2008-2009 school years.

§2. In the event that an Employee shall die while in the employ of the District, his or her beneficiary shall be entitled to the above provision.

**ARTICLE XX**  
**INSURANCE PROGRAMS**

Except as provided below, the Board shall pay the premium cost for the following insurance programs:

§1. Life Insurance

A. Group Term Life Insurance in an amount equal to 100% of the base salary of the bargaining unit member rounded to the nearest thousand dollars. Bargaining unit members employed prior to July 1, 1986 shall have an option, to be exercised at retirement: (a) for the District to pay the premium cost for a \$2,500 paid up policy of life insurance; or, (b) for the District to pay the premium cost of a \$5,000 term policy effective until age sixty-five; or (c) to receive a one-time cash payment of six hundred fifty dollars (\$650.00). Bargaining unit members employed on or after July 1, 1986 shall have an option, to be exercised at retirement, to choose either (b) or (c), above, but not (a).

B. Any bargaining unit member whose base salary is in excess of \$50,000 shall have the right, at his/her option, to waive the portion of life insurance in excess of \$50,000 face value by written request to the personnel office. Such voluntary waiver may be revoked at any time in writing and full life insurance will be restored as soon as administratively possible.

§2. Medical insurance

A. Effective upon ratification of the Agreement, or as soon thereafter as is possible, the benchmark medical plan will be the Independence Blue Cross Personal Choice 10/20/70 plan. Subject to the contributions to premium provided below, the District will pay the premium or provide self-insured coverage for regular full-time bargaining unit members and their eligible dependents.

