

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE AVON GROVE BOARD OF SCHOOL DIRECTORS
AND
THE AVON GROVE EDUCATION ASSOCIATION**

July 1, 2012 – June 30, 2014

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE AVON GROVE BOARD OF SCHOOL DIRECTORS
AND
THE AVON GROVE EDUCATION ASSOCIATION
2012-2014**

1.0 RECOGNITION AND MANAGEMENT RIGHTS

1.1 RECOGNITION

The Board of School Directors (“Board”) hereby recognizes the Avon Grove Education Association (“Association”) as the exclusive and sole representative for collective bargaining for all professional employees, temporary professional employees, part-time professional employees, school psychologists, and long-term professional substitutes (hereinafter referred to as “employees”) as certified and determined by the Pennsylvania Labor Relations Board. Department chairpersons and Athletic Directors shall not be excluded from this group. Long-term professional substitutes are defined as individuals who work ninety (90) consecutive days or longer for a teacher who is on an approved leave of absence.

1.2 TERMS AND CONDITIONS

Except as the Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

1.3 AUTHORITY

The Board on its own behalf and on behalf of the electors of the school district hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the Commonwealth of Pennsylvania and of the United States, and all rights pertaining to the setting of managerial policy.

1.4 SUPERCEDEURE

The articles of this Agreement shall supercede Board policy, rules or regulations dealing with the same issue if the policy, rule or regulation contradicts the terms of this Agreement.

1.5 DISTRUBITON OF CONTRACT

Copies of this Agreement shall be distributed only electronically by the District to all members of the bargaining unit within thirty (30) calendar days after the signing of this Agreement. Employees hired after the signing of this Agreement will, at the District's expense, receive an electronic copy of this Agreement at the time they are hired.

2.0 TERMS OF AGREEMENT

The Agreement shall begin July 1, 2012 and shall continue in full force and effect until June 30, 2014 or until such date as the two parties may hereafter agree to be the extended ending date.

3.0 NO STRIKE - NO LOCK OUT

Both parties agree to abide faithfully by the provisions of the Pennsylvania Bargaining Laws, Act 195 and Act 88. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement and the Board pledges that it will not conduct or cause to be conducted a lock-out during the term of this Agreement. Further the Association pledges that it will take such positive action as may be necessary to ensure bargaining unit compliance with this no-strike pledge.

4.0 WAIVERS

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 on any items, whether contained herein, or not, during the life of this Agreement, unless agreed upon by both parties.

5.0 SEVERABILITY

If any provision of this Agreement or any application of the Agreement is held to be contrary to law, then such provision shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

6.0 COMPENSATION, SCHOOL WORK YEAR, WORK DAY

6.1 SCHOOL WORK YEAR

6.1-1 In contract year 2012-2013 and for each subsequent year during the term of the contract, the school year shall consist of not more than:

- (a) One Hundred Eighty-Two (182) student class days;

(b) Seven (7) scheduled in-service days; one of the scheduled in-service days at the beginning of the year must have no meetings scheduled so teachers may use it for classroom preparation. A second day, grading day for the faculty of schools on a semester schedule, of the scheduled in-service days will be scheduled prior to the date when the schools midterm grades are due to the building principals. Schools on a trimester schedule will work this in-service day as assigned by the Administration. A third day, grading day for the faculty of schools on a trimester schedule, of the scheduled in-service days will be scheduled prior to the date that second trimester grades are due to the building principals. Schools on a semester schedule will work this in-service day as assigned by the Administration;

(c) One (1) non-scheduled in-service day: each teacher may elect to use the one (1) day at the beginning of the school year for classroom preparation or one (1) day at the end of the school year for classroom closing. No meetings shall be scheduled for such teachers during such day.

(d) One (1) evening activity of not more than three (3) hours;

(e) Four (4) Act 80 parent-teacher conference nights of not more than three (3) hours each. Employees will be afforded release time equal to evening conference time. Additional evening conferences may be scheduled if agreed upon by the Superintendent and the Association. Compensation for these additional evening conferences beyond the four (4) Act 80 parent-teacher conference nights will be at the Extra Professional Activities Rate (Appendix E). Beginning in the 2013-2014 school year, employees of the bargaining unit assigned to the High school will not participate in Spring Conferences but will have full student days instead;

(f) Two (2) days of orientation for new teachers. The Association will be granted 2 hours from one of these days to work with the new teachers;

(g) The Administration may schedule special events/activities outside of the normal workday. Employees who agree to participate shall be paid additional compensation at the Extra Activities Rate (Appendix E).

6.1-3 PART-TIME EMPLOYEES

Part-time employees will work one (1) evening activity of not more than three (3) hours.

Part-time employees will work two (2) Act 80 parent-teacher conference nights of not more than three (3) hours. Part-time employees will be afforded release time equal to the evening conference time. Additional evening conferences may be scheduled if agreed upon by the Superintendent and Association. Compensation for these additional evening conferences beyond the two (2) Act 80 parent-teacher conference nights will be at the Extra Activities Rate (Appendix E), or appropriate compensatory time.

Part-time employees required to attend all-day in-service programs, scheduled or non-scheduled, shall be compensated at the employee's per diem rate.

6.2 BASE SALARY

“Base Salary” for each employee for each year is defined as the salary paid each employee for the school work year (as defined in 6.1), excluding statutorily required special education payments, tuition refunds, or supplemental contracts.

6.2-1 PAY PERIODS

There are twenty-six (26) pay periods each fiscal year. Paychecks will be distributed every other Friday. The pay dates for each year of the term of this contract is set forth in Appendix I attached to this contract.

An alternate twenty-two (22) pay period option is offered each year for employees to receive payments through the school term only. This option does not provide payments during the summer.

6.3 NORMAL WORK DAY

6.3-1 During the term of this contract, the normal workday will be seven hours and thirty minutes, said length of time to include lunch and a planning period. The planning period for elementary teachers will be defined as a duty free, continuous planning period of no less than 30 minutes for full time employees and 20 minutes for part time employees (50%). It is understood and agreed upon by the Board and the Association that the length of the daily planning period may differ among the schools and that the elementary teacher’s planning period will approximate the amount of planning time at the secondary level on a weekly time frame. A part-time professional employee is one who is regularly scheduled to work less than six (6) hours a day, five (5) or fewer days a week, or less than thirty (30) hours per week during the school year. A full-time professional employee is one who works six (6) hours or more a day, five (5) or more days a week, or more that thirty (30) hours per week during the school year.

In addition, the Board, or its agents, may schedule two (2) meetings per month which may extend the employee work day an additional 45 minutes. The schoolwork year for part-time employees shall include one (1) meeting per month, which may extend the workday an additional forty-five (45) minutes. Each meeting shall be announced at least three (3) days prior to the meeting. If an employee is assigned to report for duty in addition to the normal work day, and agrees to such assignment, the employee shall receive additional compensation at the hourly rate stipulated in this Agreement at the Extra Activities Rate (Appendix E), or appropriate compensatory time.

6.3-2 The beginning and the ending of the normal workday for employees will be determined by the building principals. The building principals will inform employees of the beginning and end of the normal workday at the start of the school year. Individual requests to begin work either before or after the scheduled normal workday will be considered by the building principal as long as the minimum workday is completed by the employee.

6.3-3 PART-TIME EMPLOYEES

A. Part-time employees whose professional responsibilities end on or before 12:00 p.m. will not be required to return for after school meetings which start at the end of the regularly scheduled workday. Building principals may accommodate these part-time employees by scheduling meetings at the end of the part-time employee's work day, informing the part-time employee of the nature and content of the meeting, or by mutual agreement between the building principal and part-time employee.

B. At the discretion of the building principal, and approved by the Superintendent, part-time employees may be required to attend all scheduled in-service days prior to the first student day of the school year. These employees shall be compensated for this additional time at their appropriate per diem rate.

6.3-4 DUTIES

A. Professional employees may be assigned to duties (monitoring halls, buses, and other duties as deemed necessary by the building principals) at anytime during the regular workday with the exception of one scheduled continuous planning period and duty free lunch. Such duties will be assigned by the building principals to those professional employees who are available at the particular time to assume responsibility for the duties. Assigned attendance at meetings concerning ISTs, IEPs, MDTs, or meetings of a similar nature, should be considered a duty. Such meetings or activities will not be routinely scheduled during a continuous planning period or duty free lunch.

B. Assignment of Non-Instructional Duties

A committee of three selected by the Association will be established on an annual basis for the purpose of reviewing the non-instructional duty and homeroom assignments for equitability. This committee will advise the Administration on the equity of the assignments. The Administration will endeavor to institute the recommendations of the committee in the assignment of non-instructional duties in a timely manner.

Should the recommendations of this committee not be acceptable to the building principal, the committee may then appeal to the superintendent and ultimately the Board in order to rectify the problem. This process may not continue beyond appeal at the Board level.

6.3-5 EMERGENCIES

In the event of an emergency situation as determined by the building principal, professional employees may be requested to cover classes or be given assigned duties during their scheduled planning period. Such employees will be paid the Extra Professional Activities Rate (Appendix D) for the 2007-2008 school year and then the Extra Activities Rate (Appendix E) beginning with the 2008-2009 school year for the loss of the planning period.

6.4 SALARY DETERMINATION

New employees with previous experience will be placed at a salary agreed upon by the candidate and the school district to correspond to a step on the appropriate salary guide, or a fraction thereof, and thereafter move on the appropriate guide each school year, one step at a time.

6.5 SUPPLEMENTAL CONTRACTS

6.5-1 Employees who are parties to athletic supplemental contracts listed in Appendix B-1 of this Agreement shall be entitled to compensation under such supplemental contracts as set forth in Appendix B-1.

Employees who are parties to non-athletic supplemental contracts listed in Appendix B-2 shall be entitled to compensation under such supplemental contracts as set forth in Appendix B-2.

6.5-2 The listing of such rates on the attached Appendices B-1 and B-2 shall not be interpreted to require that such supplemental contracts may be given only to members of the bargaining unit, or that the programs referred to in such supplemental contracts are to continue for the life of this Agreement.

6.5-3 When the School District decides to fill a vacancy in an extra-curricular, supplemental, or coaching position, the District will advertise such position within the bargaining unit and elsewhere. Preference will be given to an applicant within the bargaining unit, provided such applicant is the most qualified.

6.5-4 All supplemental contracts shall be distributed to recipients fifteen (15) days prior to the beginning of the activity or on the first day of the school year in which the contract will be in force. If the position is not filled at the beginning of the school year, then the contract will be made available at the time the individual is employed in the position.

6.5-5 Supplemental contracts are not grievable under the grievance procedure described in this contract. Instead, disagreements related to the supplemental contracts will be resolved in a process to be decided through the Meet and Discuss procedure.

6.6 ABSENCES

If the employee is absent, for reasons other than those provided in Section 9.9 or an absence for which pay is required by the School Code, a day's pay for each day of such absence will be deducted from the employee's salary. A day's pay for teachers will be the base salary of the individual divided by the appropriate number of days in the school work year (as defined in 6.1). An employee must notify the building principal of intent to take days without pay as far in advance as possible.

6.7 Sick Leave

Employees in the bargaining unit shall be granted the number of sick leave days as allowed in the Pennsylvania School Code or 10 paid sick leave days, whichever is greater. Unused sick leave shall be accumulative from year to year without limit.

- A. Sick leave shall be interpreted to apply to absences due to illness of the employee.
- B. The employee may use up to three (3) days of the ten (10) sick days per year due to illness of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his/her home.
- C. Part time employees and long term substitutes are entitled to a prorated share of the sick days.

7.0 UNUSED SICK LEAVE

7.0-1 UNUSED SICK LEAVE

Upon resignation, retirement or furlough from the Avon Grove School District, after at least 10 years of service in the school district, the professional employee shall receive compensation at the following rates:

Number of Sick **\$55**
Days over 200

Number of Sick **\$50**
Days under and
including 200

7.0-2 DEATH BENEFICIARY

In the event of the death of a professional employee, the value of the accumulated and unused sick and personal leave (as referred to in 7.0-1) will be forwarded to the beneficiary designated in the PA Retirement System.

8.0 RESIGNATION DURING SCHOOL TERM

If an employee resigns prior to the end of the school term, the employee shall be paid on a daily prorated basis for each school day of the current year during which he/she performed his/her responsibilities based on the number of workdays as specified in 6.1. The proration will be based on an employee's Base Salary (as defined in 6.2)

9.0 BENEFITS

9.0-1 Regular employees will, during a period of insurance coverage changes, and new employees will, at the time of hiring, complete whatever forms are required by the carrier and the school district. Thirty (30) days will be extended to the employee from the time of notification of the need to fill out additional forms so that the employee can comply. During this period coverage in effect will not lapse.

9.0-2 New employees must call the District Office to arrange a time to register. All the necessary forms will be given to the employee at registration. Registration should be before the employee's first workday. Written receipts will be provided all employees indicating proper application has been completed.

9.0-3 Should the employee fail to file forms during the thirty (30) days allowed, said employee is not covered.

9.0-4 Reinstatement of coverage will be upon receipt of proper forms or at such time as the carrier allows the employee to be admitted as a policy member.

9.0-5 Benefits for Part-Time Employees

Part-time employees shall be entitled to the following benefits: participation in the Pennsylvania Retirement System, Social Security System, pro-rated sick leave, pro-rated personal leave, and pro-rated continuing education benefits. Part-time employees working twenty (20) hours or more per week shall be entitled to life insurance and income protection plans. If permitted by the Carrier, Part-time employees may purchase health benefits at the full cost of the premium.

During the term of this contract, should coverage for the life insurance and income protection plans become available for part-time employees who work less than twenty (20) hours per week, such coverage shall be provided to part-time employees.

9.1 MEDICAL AND PRESCRIPTION INSURANCE FOR FULL-TIME EMPLOYEES.

9.1-1 Insurance Options

Employees will continue the current healthcare coverage, prescription plan and premium share until an education process and open enrollment period have concluded. The District will provide to full-time employees the Independence Blue Cross, PC 10/20/70 with an out-of-network deductible of \$250/\$500, including prescription coverage, or equivalent coverages, each year for the length of the contract as the base plan. The District will also offer the following three (3) optional plans for the employees to choose from: PC 20/30/70, Flex C2-F2-O2 or Flex C4-F4-O2. The District will also provide to full-time employees the 10/30 prescription plan as the base plan. The District will offer employees an option to choose the 5/30/50 plan in the 2013-2014 school year.

9.1-3 Premium Share Payments by Employees

- (1) Employees will pay the following amounts of the premiums for their medical and prescription insurance:

Health Care Plan	2012-2013	2013-2014
PC 10/20/70	10%	12%
PC 20/30/70	6.15%	8.1%
Flex C2-F2-O2	5%	7%
Flex C4-F4-O2	0%	0%

Prescription Plan	2012-2013	2013-2014
10/30	10%	12%
5/30/50	N/A	9%

9.1-4 Prescription Insurance Co-Pay

The District will provide to full-time employees the \$10.00/\$30.00 prescription drug plan offered through Independence Blue Cross each year for the length of the contract as the base plan. In the 2013-2014 year, the District will also offer the optional plan 5/30/50 as a choice for employees. All employees will pay a co-pay for prescriptions as follows:

Prescription Plan	2012-2013	2013-2014
10/30		\$10 for generic; \$30 for brand name
5/30/50	N/A	\$5 for generic; \$30 for brand name; \$50 for formulary

9.1-6 Retirees

(1) **Covered Retirees.** Any full-time employee who retires into the Public School Employee Retirement System (“PSERS) after having at least thirty (30) years of service credit with PSERS and at least twenty-five (25) years of service with the Avon Grove School District may receive for himself/herself and his/her dependents the base medical insurance plan including the prescription plan or choose one of the other options listed in 9.1-3. The cost of the plan will be paid by the District, with the retiree paying each year to the District the annual premium cost as outlined below:

- A. Retiree Only Coverage – The retiree will pay the premium share listed in 9.1-3 for single coverage. The retiree healthcare and prescription plan will be the same as a current employee and will change as the current employee base plan changes. The retiree may elect to maintain their current coverage but will pay the difference in cost between their preferred plan and the current employee base plan.

- B. Retiree and Dependent Coverage - The retiree will pay the premium share listed in 9.1-6 A for single coverage. The retiree will pay 25% of the premium share of the cost of the difference between single coverage and dependent coverage.

In the event that the retiree and dependent each qualify for retiree coverage as a result of their employment in the district, the cost of the plan, including dependent coverage, will be paid by the District, with the retiree paying each year to the District the annual premium cost equal to the percentage of the contribution to the premium cost that the retiree was paying for medical and prescription insurance in their last year of service.

The retiree's payment for premium costs will be paid to the District monthly as designated by the District. This benefit shall continue until the retiree is eligible for coverage under a government provided plan in which case, all coverage to the retiree shall end. If the retiree should die prior to becoming eligible for a government provided plan, the dependents may elect to continue the insurance plan and shall pay 100% of the premium costs. A retiree who elects to opt out of the medical insurance plan shall be paid by the District the a sum of \$1,500, per year paid semi-annually until the retiree is eligible for a government provided plan, or dies, whichever first occurs.

(2) Non-Covered Retirees. Any employee who retires in PSERS but who does not qualify for coverage as stated above may receive for himself/herself and their dependents one of the medical insurance plans and one of the prescription plans provided to current employees in section 9.1-3. The cost of this insurance shall be borne entirely by the retiree. For this benefit, the retiree must pay to the School District an amount which is equivalent to the monthly premium for such coverage. Such monthly payments shall be made by the date designated by the District. This coverage may continue until the retiree is eligible for a government provided plan. If the retiree should die prior to becoming eligible for a government provided plan, the dependents may elect to continue the insurance plan and shall continue to pay 100% of the premium costs.

9.1-7 Non-Participation. Any professional employee who elects not to participate in the medical insurance program shall receive a sum of \$1,500 payable at the end of each school term. Payment will be made in the last paycheck of June of each year, and will be reported as income to the employee. Employees must complete a form provided by the District to opt out of the medical and dental plans before June 1 of each year. Employees must provide evidence of the existence of alternative basic medical coverage and the intent to retain the medical coverage for the year to be eligible for the non-participation payment.

Individuals covered by this agreement, and employed after June 1 shall have the opportunity to not participate in the medical insurance program and receive a sum of \$1,500. Individuals covered by this agreement and working fewer than the number of days required by contract because they were hired during the actual school year will receive a pro-rated sum based upon the \$1,500 amount. Payment will be made in the last paycheck of June each year.

Employees may opt back into the medical plan on the first day of the next month if there is an involuntary termination of alternative coverage. The employee may also opt back into the plan, for any reason, during the annual open enrollment period. The intent of this provision is to provide continuation of medical benefits for employees and their eligible dependents.

9.2 DENTAL INSURANCE

9.2-1 The Board shall provide group Dental Care Insurance for full-time employees and their eligible dependents. For the duration of the contract the employee shall pay, through payroll deduction, Two Dollars (\$2) per month toward single dental insurance and Five Dollars (\$5) per month toward family dental insurance.

9.2-2 Dental benefits shall include the following:

Diagnostic/Preventive	100%
Basic Restorative	100%
Endodontics	100%
Denture Repair	100%
Uncomplicated extractions	100%
Oral Surgery	100%
Crowns, Inlays, Onlays	100%
Prosthetics, Prosthodontics	100%
Periodontics	100%
Annual program maximum per covered individual	\$1,000
Dependent Orthodontics	100%
Lifetime Orthodontics Maximum	\$1,000

9.3 VISION INSURANCE

The Board will offer a group vision plan equivalent to Pennsylvania Blue Shield EERP # 1, or better. The full-time employee contribution will be \$1.00 per month for employee only coverage, and \$2.00 per month for employee and any eligible dependent(s).

9.4 LIFE INSURANCE

9.4-1 The Board agrees to provide for a term life insurance policy for full-time employees and part-time employees who work twenty (20) hours or more per week in the amount of \$50,000.

9.4-2 Full-time employees and part-time employees working twenty (20) hours or more per week may purchase additional coverage of \$30,000 or \$50,000 by payroll deduction. The additional coverage is contingent upon participation of at least 75% of the bargaining unit.

Eligible employees may purchase additional coverage during an open enrollment period from September 1 through September 30 of the contract Year.

9.5 INCOME PROTECTION

The Board shall provide Income Protection for full-time employees and part-time employees who work twenty (20) hours or more per week as follows:

Accident and Sickness to Age 65

Monthly Benefit

66 2/3% of salary (not to exceed \$4,000)

Elimination Period

60 Calendar Days

9.6 CONTINUING EDUCATION

9.6-1 The Board will provide a maximum reimbursement in the amount of nine (9) times the per credit West Chester, In-state, Graduate Tuition Rate, per teacher, per year. Beginning January 31, 2013, the employee may be reimbursed for a maximum of nine (9) credits per year, not to exceed the dollar figure of the maximum reimbursement amount.

9.6-2 During a professional sabbatical leave, the Board will provide a maximum reimbursement amount of nine (9) times the per credit West Chester, In-state, Graduate Tuition Rate, per semester. During a health sabbatical, the Board will provide a maximum reimbursement amount of six (6) times the per credit West Chester, Instate, Graduate Tuition Rate per year.

9.6-3 The Board will not reimburse an amount in excess of the actual cost of tuition. Pre-approval of all course work is necessary as stated in the *Professional Employee Handbook*. Payment of all courses shall be conditioned upon submission of a transcript showing a minimum grade of “B-” or equivalent in each course prior to payment. In courses graded as “pass” or “fail”, a grade of “pass” shall be considered equivalent to “B-”.

9.6-4 The reimbursement shall be upon completion of the course and verification of the grade. Reimbursement will be made according to the regular bill paying procedure.

9.6-5 Course credits for reimbursement purposes will accrue during the fiscal year (July 1 to June 30) based on the date the course commences.

9.6-6 In order for horizontal movement on the salary schedule to occur, two-thirds of the required credits (or 9 credits, whichever is the smaller amount), must be from a degree-granting college or university. This requirement does not apply should an employee have earned more than six (6) credits toward the next horizontal position on the salary scale as of July 1, 1996.

9.6-7 Courses must be graduate level from an accredited college or university that has a live instructor and that meets with students online or face-to-face. Such courses shall either be in the employee’s subject area, or it shall be relevant to the employee’s potential

contribution to the education of children in this school district as determined by the Superintendent. Each course must be pre-approved by the Superintendent or designee. Under special circumstances the Superintendent or designee may approve undergraduate or continuing education courses which are not available at the graduate level or which are part required as part of a degree or certification program.

9.6-8 As of January 31, 2013 and moving forward, all courses must meet the criteria listed in 9.6.7 for reimbursement and/or column movement. Courses taken beyond reimbursement eligibility will follow the same course approval procedure as courses submitted for reimbursement.

9.7 PERSONAL DAYS

9.7-1 Each employee will be granted personal days to be used at the employee's discretion with no loss of pay as follows:

Years of Service in the District	Number of Personal Days
Up to and including the 20 th year	2 Days
At the beginning of the 21 st year	3 Days

Any employee receiving 3 personal days prior to the beginning of the 2008-2009 school year will continue to receive 3 personal days regardless of the number of years of Service.

9.7-2 The qualifications on taking such a day are as follows:

(a) request to be made, if possible, five (5) days before the day of leave;

(b) request to be limited to 5% of the staff of each building, rounded to the nearest whole number, on any given day;

(c) request to be on a first come, first served basis;

(d) requests will not be granted on first or last day of school except in case of emergency. The employee must finish end of the year schoolwork to the satisfaction of the building principal.

9.7-3. For unused personal days, an employee has the option of:

(a) Being reimbursed at the current substitute rate for any unused personal days at the end of each school year with the first paycheck in August of the same year.

(b) Rolling unused personal days into sick leave days.

(c) Carrying over an unlimited number of unused personal days from year to year. The maximum number of personal days that may be used in one year is five (5).

9.8 BEREAVEMENT

9.8-1 Absence without loss of salary shall be allowed for a period not to exceed four (4) days upon the death of a member of the immediate family, which shall include husband, wife, son, daughter, father, mother, brother, sister, parent-in-law, or upon the death of any near relative who resides within the employee's household, or any person with whom the employee has made or is presently making his/her home. This leave is in addition to 7.0-1 Sick Leave.

9.8-2 Absence without loss of salary shall be allowed for the day of the funeral of a first cousin, grandparent, grandparent of a spouse, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, provided that the employee attends the funeral. This leave is in addition to 7.0-1 Sick Leave.

9.8-3 Any deviation from the one-day bereavement leave described in Section 9.8-2 shall be at the discretion of the Superintendent.

9.9 Religious Leave

- a) Employees of the collective bargaining unit may take religious leave days in accordance with the Pennsylvania Human Relations Act (Title 43, Code Section 955.1). Employees may use a personal day, take a day without pay, or work compensatory time for a religious leave day.
- b) Employees should notify building principals at least a week in advance of the intent to take a religious leave day, and how that day is to be treated (i.e., personal day, day without pay, or compensatory time). It is recommended that members give more notice whenever possible.
- c) If an employee elects to work compensatory time the employee shall complete the Request for Compensatory Time for Religious Leave Days (Appendix D) and submit it to the building principal. Such time must be made up after the religious leave day is taken. All compensatory time must be made up by the end of the fiscal year (June 30) in which it is taken. Compensatory time may be made up during winter break, spring break, at the end of the school year, or at another time mutually acceptable to the employee and the building principal. An employee shall fulfill a compensatory time obligation by working the equivalent of a normal work day; an employee may not work off the obligation over several days on an "hourly" basis.
- d) Whenever possible, the employee should work off a compensatory time obligation under administrative supervision.

9.10 ASSOCIATION BUSINESS

9.10-1 Each school year, release time will be allowed for representatives of the Association to attend the P.S.E.A. or NEA conventions for a total of six (6) days with no loss of pay to the individual(s) involved, and without this day(s) be interpreted as personal day. The Association shall provide the Superintendent with a minimum of ten

(10) days prior written notice of the names of Association members planning to attend such conventions. No individual shall be allowed to use more than three (3) days in a school year.

9.10-2 Each school year the Association will have the option of sending additional representatives to the same conventions, per school year, for a total of two (2) days with the Association paying the cost of the substitute(s) for this additional day(s). No individual shall be allowed to use more than three (3) days in a school year.

9.10-3 The President and Vice-President(s) of the Association will be permitted to perform his/her Association-related duties during the regular work day when not assigned to classroom instruction. The Association President and Vice-President(s) will not be assigned duties in order to complete Association-related business. In the case that two (2) Vice-Presidents work entirely in the same building, only one (1) duty free position will be offered. This position may be split between the two Vice-Presidents in coordination with the building administration. The Association President and Vice-President(s) may be released for Association-related business upon request of the Superintendent or his designee, and will not be penalized in any way for doing so.

9.11 INSURANCE CARRIER

9.11-1 In the event the Board changes the carrier, the new policy will provide insurance at least equal to the present coverage. This applies to any and all policies/coverages existing under the terms of this contract. All such policies/coverages are considered a part of this Agreement and are incorporated as such by reference.

9.11-2 The fringe benefits offered in Section Nine will be provided on the condition that the District is able to contract with any appropriate carrier to provide the above benefits.

9.12 SECTION 125 “CAFETERIA PLAN”

The School Board shall provide the employees a “cafeteria plan” which qualifies under Section 125 of the Internal Revenue Code which will permit employees who chose to participate the ability to pay their share of medical and prescription insurance premiums, and other qualified expenses, without including the amount of the premium payments and other qualified expenses as gross income for federal income tax purposes. The Board will provide such a cafeteria plan through the length of the contract and will pay the expenses for the establishment and administration of such plan.

10.0 MEDICAL VACCINATIONS

10.1 The School District will provide one flu shot per year to its employees during each school year, provided that an outbreak of such disease may reasonably be anticipated as determined by the National Center for Disease Control, and that a reasonably effective vaccine is available on the market in commercial quantities. Employees who wish to receive such a shot must execute the waiver shown as Appendix F.

10.2 Hepatitis B Shots. Each year, the Hepatitis B Series will be available through the School District for all professional employees who have not had the Series and whose medical insurance does not provide coverage for such Series. In such situations, the School District will designate a health care provider from whom the Employee may obtain the Series, during the school year, at District cost. The School District will pay for the Series through a School District designated doctor. Employees who wish to receive such a Series must execute a waiver provided by the District.

11.0 EMPLOYEE LIABILITY FOR ACTIONS IN THE COURSE OF EMPLOYMENT

11.0-1 It is the policy of the Avon Grove School District that no employee shall be subject to civil liability for any claims by third parties arising out of his/her employment except where the employee has engaged in a willful, intentional, or grossly negligent act in violation of the law, rules, or regulations of the Commonwealth or the Board.

11.0-2 The intent of this policy is that no employee shall suffer any civil liability from the lawful performance of his/her obligation as a professional employee.

11.0-3 The Board or its insurer, will provide legal counsel in all civil actions against employees arising out of their employment when the School District is not named a party.

11.0-4 Where the Board of the School District is named as a party in a civil action against an employee, the Board will provide counsel for both parties so long as the defense of the employee is consistent with that of the Board or the District.

11.0-5 Full cooperation by the employee concerned with the counsel provided by the Board or its insurer is a necessary condition of the benefits provided under this section.

11.0-6 An employee who believes that any circumstances have arisen which require application of this policy in her/his case must promptly notify the Superintendent of such circumstances. Upon such notification, the Superintendent or the insurer will investigate the problem and submit a report to the Board.

11.0-7 The Board reserves the right to determine as to any case that is settled prior to a judicial determination, that all the requirements of this policy are satisfied.

11.0-8 When time is necessarily lost by an employee in connection with any incident mentioned in this section and the employee has neither been found liable nor entered into a settlement agreement with the third party, such time shall not be charged against the employee and he/she shall suffer no loss of pay or fringe benefits.

12.0 PERSONNEL FILE

12.0-1 Any employee in the District may, during business hours, have access to his/her personnel file at the District Office, to review, comment on, or copy its contents and have the right to initial and date any page. This is the only recognized personnel file.

12.0-2 Employees shall receive full written disclosure of any information, situation or event having the potential to affect the employee's professional status, evaluation, or reputation. Once cognizant of such information, situation, or event, the building principal shall submit the disclosure to the employee within ten (10) days. Failure of notification within the prescribed time limit shall preclude the use of such information in the state evaluation form regarding the employee. Excluded from this section are any allegations of professional employee misconduct related to the issues of child abuse (Act 151), sexual harassment, or any other federal or state regulation which in the sole judgment of the administration requires the protection of such information.

13.0 JOB POSTINGS

13.0-1 During the school year and summer months, a listing of vacancies will be available in each school building and will be posted in a secure area of "mylearningplan.com" website, or equivalent, for review by each employee or a representative of the bargaining unit. Employees applying for vacancies will be advised by the hiring authority concerning the status of their applications.

13.0-2 Prior to summer vacation, professional employees interested in being transferred to other teaching positions in the District or to any administrative position should express this interest in writing to the Superintendent.

13.1 Seniority and Furlough (i.e. Suspension in accordance with Section 1124 of the School Code or other applicable law)

1. In the event of a reduction in force, there shall be "straight line" realignment and not "checkerboard" realignment.

2. Seniority shall be calculated in accordance with the following rules:

a. Seniority shall be defined by the length of continuous service (including approved leaves of absence) in the school district calculated from the date of board approval of employment with the district or the first date of employment, whichever is earlier. If records do not exist as to the first date of work where that is earlier than the board approval date, the first work day of the school year shall be used.

b. In the event that two or more employees were approved for employment on the same day, and otherwise have the same seniority, it will be deemed that the employees have a tie in seniority, which will be broken by drawing names from a basket at a meeting scheduled on a date and time mutually agreed upon the parties. The affected employees shall have the right to attend this lottery.

c. During employment on a part-time basis in the bargaining unit, proportionate seniority credit shall be granted;

d. Fractional service shall be rounded to the nearest tenth of a year, both for purposes of part-time service and for service that is less than a year in length. For service that is less

than a year in length, the fraction shall be determined by the number of work days employed during the year, divided by the total number of work days for that individual during the year. The fraction shall then be converted to a decimal and then rounded to the nearest tenth.

e. If there is a break in service, seniority shall not be counted for the time before the break in service or during the break in service. A break in service shall mean a time when there is no employment relationship between the School District and employee resulting from such things as retirement, resignation and dismissal.

3. The School District shall prepare a seniority list within thirty (30) calendar days of the effective date of the beginning of the school year and shall provide a copy to the Association.

a. The seniority list shall state the length of service and the areas of certification of each employee. It shall be organized with the employee with the most seniority at the top and the employee with the least seniority at the bottom.

b. The Association shall review the seniority list and shall advise the School District in writing within twenty (20) calendar days of its receipt of the seniority list whether it believes there are any errors in the seniority list.

c. In the event that the Association believes that there are errors, the Association shall identify those errors specifically and state the rationale for its position for each alleged error identified. The School District and the Association meet at a mutually convenient date within ten (10) calendar days to review the situation and to attempt to resolve all disputes. In the event that the parties cannot resolve their differences, they shall select a mutually agreeable arbitrator to act as an arbitrator to resolve the dispute. The decision of the arbitrator shall be final and binding and neither side may file an appeal. The parties agree that time is of the essence and that the arbitrator who can meet the soonest shall be utilized unless the parties mutually agree otherwise.

d. The seniority list shall be considered binding and not subject to attack except with regard to those situations specifically identified as stated above. When the disputes that may be identified above have been resolved in accordance with the foregoing procedures, the entire seniority list shall be deemed final and binding.

4. The seniority list shall be updated as employees are hired or assigned into the bargaining unit and as a break in service arises for any employees. A copy of the seniority list shall be provided to the Association on or about October 30 each year and upon request, provided that the Association will not make an unreasonable number of requests in any year. The parties agree to meet at least once a year no later than November 30 of each year, to review the seniority list. If there are any disputes as to the seniority list, it shall be resolved in accordance with the procedures set forth above.

1. Recall of Furloughed (i.e. Suspended) Professional Employees.

- a. Furloughed (i.e. Suspended) professional employees shall be recalled according to their seniority in the school district, for both regular vacancies and temporary vacancies for which they are certified. Furloughed employees who accept a temporary vacancy shall maintain their spot on the recall list.
- b. A recalled professional employee shall be placed on the salary schedule step following the step at the time of furlough, unless furloughed and recalled during the same work year.
- c. A furloughed professional employee who is enrolled in a college program at the time a vacancy occurs for which he/she is in line to be recalled will be given the option of delaying the return to service until the end of that semester.
- d. A furloughed professional employee must report his/her current address and phone number and state the intent to accept a position when offered, to the Superintendent, prior to June 30 each year or lose all recall rights.
- e. A furloughed professional employee shall be covered by the district's medical, dental, vision and life insurance only at his/her own expense in accordance with the terms, conditions and limitations set forth in COBRA.

A furloughed professional employee who refuses an offer of a regular position (not long term substitute) loses recall rights.

14.0 JUST CAUSE

No employee shall be dismissed, disciplined, or reduced in rank or compensation without just cause.

15.0 DUES DEDUCTION

15.0-1 The Board agrees to make ten (10) equal deductions for the dues of A.G.E.A., P.S.E.A., and N.E.A. The Board will transmit the monies by check to the Avon Grove Education Association based upon sample form in Appendix H.

15.1 FAIR SHARE

Beginning with the 2013-2014 school year, employees in the Bargaining Unit represented by the Association, who are not members of the Association, shall be required to pay a fair share fee. For purposes of this section, "Fair Share Fee" shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive bargaining representative, as provided under Act 84 of 1988.

The School District, on or before September 15 of each year, will provide the Association with a list of the names and addresses of all Bargaining Unit employees. The District will also provide the Association with the name and address of any employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

By November 15 of each year, the Association shall provide the District with the names of current employees who are nonmembers of the Association, the amount of the Fair Share Fee, and a payment schedule for the deduction of the fee. The Fair Share Fee cannot be deducted from any nonmember prior to mid-January for those Noticed in December, and mid-April for those Noticed in February.

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

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

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

All monies deducted by the School District will be disbursed to the Association on the same basis as other payroll deductions.

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

15.2 PACE DEDUCTIONS

Beginning with the 2013-2014 school year, employees will be permitted to have a voluntary payroll deduction for the Political Action Committee for Educators deducted from their regular pays. The Board will transmit the monies by check to the Avon Grove Education Association. The form for deductions can be found in Appendix J.

16.0 MAINTENANCE OF MEMBERSHIP

16.0-1 It is mutually agreed that persons within the bargaining unit who have joined the A.G.E.A. or who joined the Association during the term of this Agreement shall remain members for the duration of this Agreement provided, however, that any such persons within the bargaining unit may resign from the Association during a period of ten (10) days each year between the dates of June 20th and June 30th.

16.0-2 The Bargaining Agent agrees to hold the employer harmless for any claims, demands, liability, or loss, including counsel fees and costs, that may be incurred by employer through its involvement in the administration of this Section.

17.0 NOTIFICATION OF TEACHING ASSIGNMENT

The Administration shall notify all members of the bargaining unit as to their teaching assignments for the subsequent school year no less than six (6) days prior to the last student day. The Administration reserves the right to change teaching assignments after notification as the need arises.

18.0 GRIEVANCE PROCEDURE

Purpose:

The purpose of the procedure is to secure, at the lowest possible level, equitable solutions. Both parties are encouraged to meet informally as appropriate prior to, or at Steps 1 and 2 of the grievance process.

18.0-1 The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of interpretation of the terms of this Agreement is essential. A GRIEVANCE is defined as a complaint by an employee or employees regarding the meaning, interpretation, or application of any provision of this Agreement.

18.0-2 Grievances by members of the bargaining unit shall be presented in accordance with the four (4) step process which follows:

Step 1

- A.** The Association, shall submit in writing on a form agreed to by the parties (Appendix G), to the building principal or other first level supervisor within fifteen (15) work* days after its occurrence.
- B.** The building principal or other first level supervisor shall reply to the Association in writing, within ten (10) work* days after the initial presentation of the grievance.

Step 2

- A.** If the action in Step 1 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be appealed to the Superintendent in writing within ten (10) work* days after the Association receives the decision of the first level supervisor.
- B.** The Superintendent shall reply to the Association in writing within ten (10) work* days after his/her receipt of the grievance.

Step 3

- A.** If the action in Step 2 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be appealed to the Board in writing within ten (10) work* days after the Association receives the decision of the Superintendent.
- B.** The Board shall reply to the Association in writing within ten (10) work* days after the receipt of the grievance.

Step 4

If the action in Step 3 above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195, within thirty (30) work* days of the receipt of the Board's answer.

18.0-3 Miscellaneous Provisions

- A. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board in Step 3 shall be final.
- B. Time limits provided for herein may be shortened or extended by agreement between the Association and the District.
- C. Steps or subsections of Steps provided herein may be waived by agreement between the Association and the District.
- D. Work days are defined as all days excluding Saturdays, Sundays, and Holidays.

19.0 TERM OF AGREEMENT AND IMPLEMENTATION

- A. Term. This term agreement will become effective February 28, 2013 and will remain in effect through June 30, 2014.
- B. Implementation. The parties recognize that it will take a period of time to implement changes in an orderly manner. Consequently, changes shall be made as soon as reasonably practicable and shall be prospective only from the date of the change. Those changes that are self-executing shall be effective upon execution of this Agreement by both parties and shall be prospective only.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested and their respective seals to be affixed on this the **14th day of March, 2013.**

AVON GROVE SCHOOL DISTRICT

AVON GROVE EDUCATION ASSOCIATION

BY:

BY:

School Board President

Association President

ATTEST:

ATTEST:

Date: _____

Date: _____

APPENDIX A

SALARY SCHEDULES

All employees will advance on the salary schedules attached hereto as follows:

- (a) No step movement will be granted for the year 2012-2013.
- (b) All employees will advance one step on the salary scale for the year 2013-2014

Beginning with the 2013-2014 school year, when appropriate and applicable, employees will move horizontally on the salary scale with a maximum movement of one (1) column per year.

**A1
SALARY GUIDE
2012-2013**

STEP	B	B + 15	M	M + 15	M + 30	M + 45	M+60/D
1	\$43,551	\$45,134	\$47,510	\$50,677	\$53,053	\$55,428	\$58,991
2	\$44,105	\$45,689	\$48,381	\$51,548	\$54,161	\$56,537	\$60,100
3	\$44,659	\$46,322	\$49,252	\$52,419	\$55,270	\$57,645	\$61,208
4	\$45,213	\$46,956	\$50,123	\$53,290	\$56,378	\$58,754	\$62,317
5	\$45,847	\$47,589	\$50,994	\$54,161	\$57,487	\$59,862	\$63,426
6	\$46,480	\$48,222	\$51,865	\$55,191	\$58,595	\$60,971	\$64,534
7	\$48,935	\$50,519	\$52,736	\$56,220	\$59,704	\$62,079	\$65,643
8	\$51,469	\$53,053	\$55,349	\$57,487	\$60,813	\$63,267	\$66,830
9	\$51,469	\$55,666	\$57,883	\$60,021	\$61,921	\$64,455	\$68,018
10	\$51,469	\$58,358	\$60,496	\$62,634	\$65,009	\$66,989	\$71,186
11	\$51,469	\$60,813	\$63,188	\$65,405	\$67,781	\$70,156	\$74,353
12	\$51,469	\$63,346	\$65,880	\$68,572	\$70,948	\$73,323	\$78,154
13	\$51,469	\$66,989	\$69,443	\$72,532	\$74,907	\$77,283	\$81,558
14	\$51,469	\$70,552	\$74,036	\$76,887	\$79,262	\$81,638	\$85,280
15	\$51,469	\$77,045	\$79,183	\$82,350	\$84,726	\$87,101	\$90,665

A2
SALARY GUIDE
2013-2014

STEP	B	B + 15	M	M + 15	M + 30	M + 45	M+60/D
1	\$43,826	\$45,419	\$47,810	\$50,997	\$53,388	\$55,778	\$59,364
2	\$44,383	\$45,977	\$48,686	\$51,874	\$54,503	\$56,894	\$60,479
3	\$44,941	\$46,615	\$49,563	\$52,750	\$55,619	\$58,009	\$61,595
4	\$45,499	\$47,252	\$50,439	\$53,627	\$56,734	\$59,125	\$62,711
5	\$46,136	\$47,889	\$51,316	\$54,503	\$57,850	\$60,240	\$63,826
6	\$46,774	\$48,527	\$52,192	\$55,539	\$58,965	\$61,356	\$64,942
7	\$49,244	\$50,838	\$53,069	\$56,575	\$60,081	\$62,471	\$66,057
8	\$51,794	\$53,388	\$55,698	\$57,850	\$61,197	\$63,667	\$67,252
9	\$51,794	\$56,017	\$58,248	\$60,400	\$62,312	\$64,862	\$68,448
10	\$51,794	\$58,726	\$60,878	\$63,029	\$65,420	\$67,412	\$71,635
11	\$51,794	\$61,197	\$63,587	\$65,818	\$68,209	\$70,599	\$74,822
12	\$51,794	\$63,746	\$66,296	\$69,005	\$71,396	\$73,786	\$78,647
13	\$51,794	\$67,412	\$69,882	\$72,990	\$75,380	\$77,771	\$82,073
14	\$51,794	\$70,998	\$74,504	\$77,372	\$79,763	\$82,153	\$85,819
15	\$51,794	\$77,532	\$79,683	\$82,870	\$85,261	\$87,651	\$91,237

APPENDIX B-1

ATHLETIC SUPPLEMENTAL CONTRACTS

Compensation:

- A. Varsity (head) coaching contracts
- Length of season as determined by the Pennsylvania Interscholastic Athletic Association (PIAA) multiplied by the Dollar Amount per Week for Varsity Coaches based on years in the position.
 - Football will be PIAA length of season, plus 2 weeks, multiplied by the Dollar Amount per Week for Varsity Coaches based on years in the position.
- B. Assistant coaches (including JV, Assistants and 9th grade)
- Length of season as determined by the Pennsylvania Interscholastic Athletic Association (PIAA) multiplied by the Dollar Amount per Week for Assistant Coaches based on years in the position.
 - Football will be PIAA length of season, plus 2 weeks, multiplied by the Dollar Amount per Week for Assistant Coaches based on years in the position.
- C. PIAA Length of Season:
- If the PIAA changes the length of season during the length of the CBA, supplemental contracts will be changed accordingly.
 - If the PIAA has not established the length of season for a sport, the AGEA and AGSB will work together to establish the length of season for compensation purposes.
- D. Dollar amount per week is determined by the Years in the Position level
- E. Years in the Position level (see tables)
- Years in the position will apply to Middle School and High School Coaches
 - Years in the position will be earned:
 1. by continuous years in the same supplemental position
 2. by non continuous (3 or less years of a break in service) in the same position
 3. at different levels (middle school or high school and/or assistants or head)
 4. in the same sport (i.e., Boys Soccer to Girls Soccer)
 5. New coaches with previous experience will be placed at a salary, with specified years in the position, agreed upon by the candidate and the school district to correspond to a step on the appropriate coaches salary guide, and thereafter move on that guide as appropriate.
 6. In situations where a coach must resign during a season, one year of service will be granted for completing 50% or more of that season.

**Dollar Amount per Week for Varsity Coaches
High School**

Years in the Position	12-13	13-14
0-3	\$438	\$438
4-6	\$447	\$447
7-9	\$456	\$456
10+	\$464	\$464

Dollar Amount per Week for Assistant Coaches

High School

(= 75% of Varsity Coaches per week dollar amount)

Years in the Position	12-13	13-14
0-3	\$329	\$329
4-6	\$335	\$335
7-9	\$342	\$342
10+	\$348	\$348

**Dollar Amount per Week for Coaches
Middle School**

Years in the Position	12-13	13-14
0-3	\$362	\$362
4-6	\$369	\$369
7-9	\$376	\$376
10+	\$384	\$384

F. PIAA Length of Season

	Length of Season
HIGH SCHOOL	
Soccer, Boys	12
Soccer, Boys, Asst 1	12
Soccer, Boys, Asst 2	12
Soccer, Boys, Asst 3 (Grade 9)	12
Soccer, Girls	12
Soccer, Girls, Asst 1	12
Soccer, Girls, Asst 2	12
Cross Country, Boys	11
Cross Country, Girls	11
Golf	10
Tennis, Girls	11
Tennis, Girls, Asst 1	11
Volleyball, Girls	11
Volleyball, Girls, Asst 1	11
Volleyball, Girls, Asst 2	11
Volleyball, Girls, Asst 3 (9 th Grade)	11
Football	14

Football, Asst 1	14
Football, Asst 2	14
Football, Asst 3	14
Football, Asst 4	14
Football, Asst 5 (Grade 9)	14
Football, Asst 6 (Grade 9)	14
Cheerleading, Fall	12
Cheerleading, Fall, Asst	12
Field Hockey	12
Field Hockey, Asst 1	12
Field Hockey, Asst 2	12
Field Hockey, Asst 3 (Grade 9)	12
Basketball, Boys	15
Basketball, Boys, Asst 1	15
Basketball, Boys, Asst 2 (Grade 9)	15
Basketball, Boys, Asst 3	15
Basketball, Girls	15
Basketball, Girls, Asst 1	15
Basketball, Girls, Asst 2 (Grade 9)	15
Wrestling	15
Wrestling, Asst 1	15
Wrestling, Asst 2	15
Winter Track	15
Winter Track, Asst 1	15
Winter Track, Asst 2	15
Cheerleading, Winter	13
Cheerleading, Winter, Asst	13
Swimming	15
Swimming, Asst	15
Track, Boys	11
Track, Boys, Asst 1	11
Track, Boys, Asst 2	11
Track, Girls	11
Track, Girls, Asst 1	11
Track, Girls, Asst 2	11
Baseball	13
Baseball, Asst 1	13
Baseball, Asst 2	13
Baseball, Asst 3	13
Softball	13

Softball, Asst 1	13
Softball, Asst 2	13
Softball, Asst 3	13
Volleyball, Boys	11
Volleyball, Boys, Asst 1	11
Tennis, Boys	11
Tennis, Boys, Asst 1	11
Lacrosse, Girls	14
Lacrosse, Girls, Asst 1	14
Lacrosse, Girls, Asst 2	14
Lacrosse, Boys	14
Lacrosse, Boys, Asst 1	14
Lacrosse, Boys, Asst 2	14
Lacrosse, Boys, Asst 3	14

Middle SCHOOL	Length
	Of Season
Soccer, Boys, Gr 7	8
Soccer, Boys, Gr 8	8
Soccer, Girls, Gr 7	8
Soccer, Girls, Gr 8	8
Field Hockey Gr 7	8
Field Hockey Gr 8	8
T&Field, Boys, Gr 7/8	8
T&Field, Boys, Asst 1, Gr 7/8	8
T&Field, Girls, Gr 7/8	8
T&Field, Girls, Asst 1, Gr 7/8	8
Lacrosse, Girls, Gr 7	8
Lacrosse, Girls, Gr 8	8
Football Gr 7	10
Football, Asst 1, Gr 7	10
Football Gr 8	10
Football, Asst 1, Gr 8	10
Softball Gr 7	8
Softball Gr 8	8
Basketball, Boys, Gr 7	8

Basketball, Boys, Gr 8	8
Basketball, Girls, Gr 7	8
Basketball, Girls, Gr 8	8
Wrestling Gr 7	8
Wrestling Gr 8	8
Cheerleading, Soccer Gr 7	8
Cheerleading, Soccer Gr 8	8
Cheerleading, Basketball Gr 7	8
Cheerleading, Basketball Gr 8	8
Baseball Gr 7	8
Baseball Gr 8	8

Middle School Athletic/Activities Director

12-13	13-14
\$8,071	\$8,071

G. Extended Season

- Compensation for an extended season applies anytime a team or athlete qualifies to compete on the next level of competition. It also applies whenever a team is invited to compete on the next level of competition and the coach or coaches receive permission from the Athletic Director and Building Principal to do so.
- If a coach’s season is extended, the head coach and assistant coach will receive a per diem rate based on his/her current supplemental salary for scheduled practices and/or competitions occurring during the extended season. For fall and spring sports, the per diem rate will equal the applicable supplemental salary (Base + years of Experience) divided by 55, times the number of extra days, as defined in the Collective Bargaining Agreement. For winter sports, the per diem rate will equal the applicable supplemental salary (Base + years of Experience) divided by 70, times the number of extra days, as defined in the Collective Bargaining Agreement.

The Building Principal, with input from the coach and the Athletic Director, shall, on an annual basis, determine the date which marks the end of the regular season for each sport. The compensation for the extended season shall begin on the next calendar date following the end of the season date.

APPENDIX B-2

NON-ATHLETIC SUPPLEMENTAL CONTRACTS

Compensation:

Compensation for Non-Athletic Supplemental Contracts are determined by multiplying the Number of Units for the position by the Dollar Amount per Unit based on years in the position.

1. Position Units

HIGH SCHOOL	UNITS
Academic Competition (2 positions)	97
AGYEA Advisor (2 positions)	117
All Cultures Together Overcome (ACTO)	97
Band Director	425
Band Director, Asst 1	212
Band Front Instructor	212
Band, Drum Line Instructor	142
Band, Marching Band Instructor	142
Choral Director	299
Class Advisor, 09 Freshman	94
Class Advisor, 10 Sophomore	102
Class Advisor, 11 Junior (2 positions)	133
Class Advisor, 12 Senior (2 positions)	263
Department Chairpersons	160
FBLA Advisor	133
FCCLA	114
Graduation Monitor	114
Indoor Color Guard	114
Indoor Percussion Ensemble	95
Intramural Director	125
Leo Club Advisor	109
Model United Nations/Mock Trial	94
Musical Choral Director	152
Musical Director	166
Musical Pit Band Director	152
Musical Stage Crew	152
National Honor Society	114
Newspaper (2 positions)	120
Robotics	114
SADD	114
School Store	94
Science Fair Advisor	50
School Play Advisor (2 positions)	166
School Play Advisor, Asst 1 (2 positions)	110
School Play Stage Crew (2 positions)	152

Stage Crew Director	152
Student Council	160
Student Council, Asst 1	108
Yearbook Advisor	187
MIDDLE SCHOOL	
Team Leaders	
2 (Team)	80
3 (Team)	120
4 (Team)	160
5 or 6 (Team)	200
7 or 8 (Team)	240
9+ (Team)	280
Band	139
Choral	139
Drama	118
MS Special Education Teacher Liason	160
Newspaper	94
Student Council (2 positions)	94
TV Studio	209
ELEMENTARY & INTERMEDIATE SCHOOLS	
Grade Level Chairpersons	160

B. Years in the Position will be earned:

1. by continuous years in the same supplemental position
2. by non continuous (3 or less years of a break in service) in the same position
3. at different levels (middle school or high school and/or assistants or head)
4. New advisors, directors and so on with previous experience will be placed at a salary, with specified years in the position, agreed upon by the candidate and the school district to correspond to a step on the appropriate supplemental salary guide, and thereafter move on that guide as appropriate.
5. In situations where an advisor, director and so on, must resign during a supplemental, one year of service will be granted for completing 50% or more of the time requirement for that supplemental.

Dollar Amount per Unit for Non-Athletic Supplementals

Years in the Position	12-13	13-14
0-3	\$16.24	\$16.24
4-6	\$16.56	\$16.56
7-9	\$16.89	\$16.89
10+	\$17.21	\$17.21

C. Non-Unit Supplementals –

1. Mentors

12-13	13-14
\$1,093	\$1,093

APPENDIX C

ATHLETIC SUPPLEMENTAL CONTRACT COACHES' CODE OF CONDUCT, RESPONSIBILITIES AND EVALUATION

Coaches' Code of Conduct

The position of the Avon Grove Board of School Directors and the Avon Grove Education Association is that coaches and their assistants shall require and exemplify high standards of attitude and sportsmanship through coaching. Professional conduct on the part of the Avon Grove coaching staff serves to represent the entire Avon Grove community and its athletic program in a positive manner. Coaches, therefore, should work with the Athletic Directors and building principals to provide the best possible experience for our athletes. Coaches are responsible for conforming to the *Avon Grove Schools Coaches Responsibilities* on file in the Athletic Director's office. The *Avon Grove Schools Coaches Responsibilities* is the primary guideline for all of the Avon Grove coaching staff.

Coaches' Responsibilities

All coaches are responsible for the smooth operation of their athletic team. Safety and overall conditioning of the young athlete should be stressed. The following are designated as the responsibilities of all coaches:

1. Coaches must establish and distribute an updated Training Guide, Philosophy, and Team Rules. These should be updated yearly and distributed to all team members and the Athletic Director.
2. Coaches must conduct practices to insure well-conditioned and skilled athletes. All teams must comply with PIAA regulations regarding practices, scrimmages, and games.
3. Coaches are required to attend a mandatory rules interpretation meeting held by PIAA. The date and location of the meeting will be supplied by the Athletic Director.
4. Coaches must ride to and from all athletic contests with their athletes.
5. Coaches are required to attend the Athletic Awards Night at the conclusion of each season. They should also attend the Spring Awards Night for the distribution of year end awards. In the event of an emergency which prevents attendance, the Athletic Director must be notified in advance.
6. Coaches must provide the Athletic Director with the following:
 - (a) A list of equipment and supplies requested for the following year by December 1. This is to assist the Athletic Director in the development of the athletic budget for submission to the Board for approval.

(b) Results, including scores, of all games, meets, etc., should be provided each morning after the contest for announcement to the faculty and students. A complete listing of all games, meets, etc., must be provided to the Athletic Director at the conclusion of the season.

(c) A list of Athletic Letter Winners should be given to the Athletic Director at the conclusion of the season.

(d) An all inclusive eligibility list for each athletic team must be submitted to the Athletic Director prior to the start of competition. This information must be sent, as required by PIAA regulations, to all competing schools.

7. The coach must keep an accurate record of all equipment issued to students. Students must be made aware that they are responsible for equipment and must pay for lost equipment. The coach will inform the Athletic Director when equipment is needed prior to the date requested. After the completion of the season, the coach will collect the equipment and return it to the Athletic Director, along with a list of lost equipment. Bills will be sent to the students by the Athletic Director. If possible, ask that uniforms be returned, washed.

8. Coaches should inform their athletes of the requirements to be met to secure a letter or other awards. Seniors will be given special consideration.

9. All coaches will meet prior to the Spring Sports Awards Night to select the winners of the special year-end awards.

10. Coaches must remember that they and their teams are representatives of Avon Grove High School, and should exhibit positive behavior at all times. The behavior of the coach and team will greatly influence fan behavior at our athletic contests. Poor sportsmanship will not be tolerated by any individual, coach, or athlete.

11. Coaches should, for their own protection, keep a list of injuries sustained by athletes, either in practice or competition. Injuries of a serious nature should be reported to the school nurse, trainer, and Athletic Director. A form has been prepared for reporting injuries. Please use the appropriate form only. It should be completed the following morning after the injury occurred.

12. Any problem with teams, fans, coaches, etc., which occur at games, or during practice, should be reported to the Athletic Director promptly.

13. The coach should report any dangerous conditions or situations to the Athletic Director in writing as soon as possible after their discovery.

14. Coaches should check the athletic facility prior to each practice and contest to insure a safe playing area and to discover possible damages to equipment and facilities that may have been caused by vandals since the last game or practice.

15. All coaches must be aware of and adhere to all academic eligibility regulations of the PIAA, Ches-Mont, and Avon Grove High School. These requirements will be given to each coach prior to the season, and will also be reviewed with parents and athletes at an Open House held near the beginning of each season.

16. Coaches are expected to follow the “Locker Room Procedures” listed below:

- (a) Arrive at the locker room as soon as possible.
- (b) Do not send groups of players to the locker room if you are not there to supervise them. Start practice as soon as possible to prevent idle times in the halls.
- (c) All team members are to supply their own towels during each sports season.
- (d) Players are not to be in the building unsupervised during a practice or following a practice. Outdoor lavatories are available in the Athletic Building.
- (e) The coach is to be the last person to leave the locker room.
- (f) After practice, the coach should make sure that lights are out, lavatory doors are locked, showers are turned off, equipment is returned, the locker room is orderly, and all doors are locked.

17. All coaches should exhibit those qualities of sportsmanship and decorum expected of our student athletes and spectators. Coaches who are removed from games, or use abusive language toward athletes, other teams and/or coaches, and show disrespect toward officials will be placed on probation. Further indiscretions will be dealt with by the Athletic Director.

Coaches Evaluation

It is the philosophy and position of the Avon Grove Board of School Directors and the Avon Grove Education Association that the evaluation of the coaching staff be primarily a communications device aimed at maintaining and improving the quality and effectiveness of Avon Grove coaches. Therefore, formal evaluation of coaches may take place at any time during the season. All coaches must be evaluated at the conclusion of the season. Every member of the coaching staff must receive a final evaluation within four (4) weeks of the conclusion of each season.

Head coaches and assistant coaches will be evaluated by the Athletic Director. Prior to a final evaluation of assistant coaches, the Athletic Director will confer with the Head Coach in order to receive evaluative input.

Members of the coaching staff may submit individually to the building principal an annual written statement assessing the performance of the Athletic Director. Such input may be considered by the building principal when evaluating the Athletic Director.

The coaching staff shall receive a copy of all written statements relative to their evaluation and which are placed in the building principal’s personnel file within ten (10) days of such placement. Failure of notification shall preclude the use of such statements in the evaluation process.

The coaching staff has the right to attach a written response to any evaluation. Such responses will be placed in the principal's personnel file along with the original evaluation.

Athletic supplemental contracts are yearly contracts subject to review by the building principal. The building principal retains the authority to renew or to terminate athletic supplemental contracts notwithstanding the evaluation or recommendation of the Athletic Director.

APPENDIX D

Request for Compensatory Time for Religious Leave Days

_____ requests a religious leave day (as defined in PA C.S. 955.1), on _____. Compensatory time is to be used for this religious day.

Compensatory time arrangements are described as follow:

Date: _____

Employee

Building

Principal

APPENDIX E

EXTRA ACTIVITIES RATE

Extra Activities Rate and will be as follows:

Contract Year	Hourly Rate
2012-2013	\$36
2013-2014	\$36

The Extra Activities Rate shall be used for all activities.

(1) Extra activities are not part of a teacher's regular assigned duties and occur beyond the normal workday as defined in Section 6-3.

APPENDIX F

MEDICAL VACCINE WAIVER

I, _____, in consideration of a medical vaccine shot to be provided without cost to me by the Avon Grove School District, I hereby waive all rights of action I may have against such School District based on or arising out of the injection of such vaccine. I recognize that administration of such vaccine may result in a number of side effects, including infection or paralysis in certain individuals.

Employee

APPENDIX G

**GRIEVANCE FORM
AVON GROVE SCHOOL DISTRICT**

School _____ Date Submitted _____

Employee's Signature _____

Agreement Clause/Section Violated

Date of Occurrence _____

Nature of Grievance

Relief Sought

Step 1 - First Level Supervisor's Reply

Supervisor's Signature _____ Date _____

Reply Acceptable _____ Date _____

(Grievant's Signature)

Appealed to Step 2 _____ Date _____

(Grievants Signature)

Step 2 - Superintendent's Reply

Superintendent's Signature _____ Date _____

Reply Acceptable _____ Date _____

(Grievant's Signature)

Appealed to Step 3 _____ Date _____

(Grievant's Signature)

Step 3 - School Board Reply

Board President's Signature _____ Date _____

Reply Acceptable _____ Date _____

(Grievant's Signature)

Appealed to Step 4 _____ Date _____

(Association Signature)

Step 4 - Arbitrator's Decision To Be Attached

APPENDIX H

**AVON GROVE EDUCATION ASSOCIATION
A.G.E.A. DUES DEDUCTION FORM FOR THE DURATION OF THE CONTRACT**

I, the undersigned, authorize the Avon Grove School District, Chester County, PA, to deduct from my salary any and all association dues (A.G.E.A., P.S.E.A., N.E.A.) for the duration of the contract.

Please check the appropriate option and complete the bottom portion of the form.

	Option 1: I agree to have my dues deducted through ten (10) equal deductions beginning September/October of each school year with no more than two deductions per month.
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	Option 2: I agree to pay my dues in full no later than Sept. 15 (as provided in A.G.E.A. bylaws). In the event that payment in full is not made by September 15, I hereby authorize the Avon Grove School District to deduct professional association dues (A.G.E.A., P.S.E.A., N.E.A.) from my paychecks. Such deduction will be made in ten (10) equal deductions, with no more than two deductions per month.
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Name: (please print) _____

Signature: _____ Date _____

Building _____

_____ Full-time _____ Part-time _____ Sabbatical _____ Leave

APPENDIX I

PAY PERIODS

Contract Year 2012-2013	Contract Year 2013-2014
August 24, 2012	August 23, 2013
September 7, 2012	September 6, 2013
September 21, 2012	September 20, 2013
October 5, 2012	October 4, 2013
October 19, 2012	October 18, 2013
November 2, 2012	November 1, 2013
November 16, 2012	November 15, 2013
November 30, 2012	November 29, 2013
December 14, 2012	December 13, 2013
December 28, 2012	December 27, 2013
January 11, 2013	January 10, 2014
January 25, 2013	January 24, 2014
February 8, 2013	February 7, 2014
February 22, 2013	February 21, 2014
March 8, 2013	March 7, 2014
March 22, 2013	March 21, 2014
April 5, 2013	April 4, 2014
April 19, 2013	April 18, 2014
May 3, 2013	May 2, 2014
May 17, 2013	May 16, 2014
May 31, 2013	May 30, 2014
June 14, 2013	June 13, 2014
June 28, 2013	June 27, 2014
July 12, 2013	July 11, 2014
July 26, 2013	July 25, 2014
August 9, 2013	August 8, 2014

APPENDIX J

**Avon Grove Education Association
A.G.E.A Deduction Form for Political Action Committee**

I, the undersigned, authorize the Avon Grove School District, Chester County, PA to deduct from salary the amount listed below. Please include your PSEA ID # that you received from your building representative. Your PSEA ID # can also be found on your PSEA membership card.

Please check the appropriate option and complete the bottom portion of the form.

_____ **Option 1:** I agree to have PACE deducted through ten (10) equal deductions beginning September/October of this year with no more than two deductions per month.

_____ \$2 per pay (\$20 total)

_____ \$4 per pay (\$40 total)

_____ \$5 per pay (\$50 total)

_____ \$ Other (Total: _____)

_____ **Option 2:** I agree to make a onetime donation to PACE by September 15th. Checks should be made out to PACE and submitted to the AGEA PACE chairperson.

Name: (Please Print) _____

Signature: _____ Date: _____

PSEA ID Number: _____