



Agreement between
**Cumberland Valley School District
&
Cumberland Valley Education Association**
July 1, 2014 - June 30, 2018



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THIS AGREEMENT

MADE AND ENTERED into this day of by and between:

THE CUMBERLAND VALLEY SCHOOL DISTRICT of Cumberland County, Pennsylvania, party of the first part, hereinafter called the "Employer"

AND

THE CUMBERLAND VALLEY EDUCATION ASSOCIATION of the same place, party of the second part, hereinafter called the "Association".

WHEREAS, Employer is a duly constituted school district of the second class in the Commonwealth of Pennsylvania as defined and constituted by the Act of March 10, 1949, P.L. 30, as amended, hereinafter referred to as the "Public School Code of 1949"; and

WHEREAS, Employer is a public employer within the meaning of the Act No. 195 of July 23, 1970, hereinafter known as the "Public Employee Relations Act"; and

WHEREAS, Association is the exclusive representative of the professional unit of the employees of the Cumberland Valley School District as limited and defined in the "Joint Request For Certification" (Pennsylvania Labor Relations Board Form No. PERA 602(a)-a(10-70) as jointly filed with the Pennsylvania Labor Relations Board on December 4, 1970, and as certified by said Board on December 21, 1970, in case number PERA-R-396C, and as certified by said Board on June 6, 1989, in case number PERA-U-89-193-E and as certified by said Board on December 21, 1999, in case number PERA-U-99-354-E; and as certified by said Board on December 3, 2008, in case number PERA-U-08-396-E; and

WHEREAS, Association's bargaining unit therefore is comprised of a subdivision of the employer unit comprised of full-time professional employees, regular part-time teachers, registered nurses, school psychologists, home and school visitors, behavior specialists and occupational therapists; and excluding the district superintendent, the administrative assistant to the superintendent, the director of elementary education, the school building principals, the assistant school building principals, supervisors, first level supervisors, and confidential employees as defined in the Act; and

WHEREAS, the parties have heretofore negotiated in good faith all matters raised by said parties and have reached agreement thereon and desire to formally document their agreement by this document which is accepted by said parties as the collective bargaining agreement within the meaning of the Public Employee Relations Act; NOW, THEREFORE, it is mutually agreed as follows:

Article I

DEFINITIONS

A. The words "employee" and "teacher" as used in this agreement shall be synonymous and shall mean a professional employee within the bargaining unit. Said terms shall include both the masculine and feminine except where the context clearly indicates otherwise.

B. The word “superintendent” as used in this agreement shall mean the Superintendent of the Cumberland Valley School District.

Article II

RIGHTS OF THE ASSOCIATION

A. The Employer agrees to furnish to the Association financial and personnel data necessary to assist in developing recommendations. Information which may be necessary for the Association to process any grievance or complaint shall be made available by the Employer.

B. Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings relating to this contract, he shall suffer no loss in pay.

C. The Association and its representatives shall be allowed the use of school buildings for meetings. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned.

D. The Association shall be allowed reasonable use of inter-school mail facilities and school mail boxes and the E-mail system as scheduled and operated by the school. A courtesy copy of materials placed in employees’ mail boxes or sent by the Association through the E-mail system shall be distributed to the building principals.

E. The Association shall be allowed a place on the agenda of the Orientation Program for new teachers to explain services available through the Association within time allotted by administration. The Association shall be allowed within time allotted a place on the agenda of the first General meeting of all teachers at the opening of school. During such presentations the Association will encourage all teachers to participate in after-school and evening activities of the School District.

F. Upon the signed written request of any professional employee, the Employer agrees that the Cumberland Valley School District will make ten (10) or twenty (20) equal deductions from the employee’s pay, as elected by the employee, to be paid to the Association for the purpose of United Teaching Professional dues. The Association shall notify the Business Office of the amount to be deducted under each plan. The foregoing request shall be filed with the Business Office no later than October 20 of each school year. The deductions shall begin with the first pay in November and shall be made on ten (10) or twenty (20) consecutive pay periods as elected by the employee. The Association shall be paid in full monies withheld each month on the last payday of each month. As to any employee who has previously authorized such dues deductions and who resigns from his or her professional position with this District before the full annual dues has been deducted, the Employer shall deduct the unpaid balance of such annual dues from the employee’s final payment of wages but only to the extent that such wages are available for such deductions, and the Employer shall notify the Association of such final deduction during the month in which the final deduction occurs.

G. The Association shall be guaranteed a maximum of fourteen (14) teacher days’ leave per school year. Such leave shall be used for attendance of the Association’s delegates and other Association members holding Pennsylvania State Education Association (hereafter “PSEA”) positions at the official meetings of the PSEA’s House of Delegates. The President or designee and Secretary of the Association shall certify in writing to Employer the number and identity of the official delegates attending such meetings at least thirty (30) days prior to the meeting of said PSEA House of Delegates. In addition, the Association shall be provided, at Association cost, up to five (5) days for the President or

designee to conduct Association business as requested by the Association. These five (5) days may be used in ½ day increments if so requested by the President/designee.

Article III

PROFESSIONAL QUALIFICATIONS, ASSIGNMENTS AND TRANSFERS

A. Teachers shall not be assigned a classroom teaching assignment outside the scope of their teaching qualifications and certification except in emergency situations.

B. Teachers shall receive written notice of their proposed teaching assignment for the forthcoming year by the preceding first day of July and the daily schedule as soon as possible. In the event that changes in such assignments are proposed, all teachers affected shall be notified within five days.

C. In the event that the Superintendent is notified in writing of any supervisory or teaching vacancy or an extra-duty vacancy which will be occurring within the School District, (s)he shall notify the President of the Association and a notice shall be posted on the Districts website setting forth a description of and the qualifications for such position. Such notice shall be given and posted as far in advance as possible, but in no event less than two (2) weeks before the application for such position must be submitted. During the period June 15 to July 1, the Superintendent will notify, in writing, the President of the Cumberland Valley Education Association as to the occurrence of any supervisory, teaching or extra-duty vacancy and shall not fill such vacancy for a period of two (2) weeks from such notification. During the period July 1 to August 30, the Superintendent will notify, in writing, the President of the Cumberland Valley Education Association as to the occurrence of any supervisory, teaching or extra-duty vacancy on the date such vacancy occurs. Such notification shall also be given for new supervisory, teaching or extra-duty positions created within the District.

D. For all permanent, posted bargaining unit vacancies, all qualified bargaining unit applicants will be granted an interview. In cases of interschool transfer, teachers with seniority and the necessary qualifications will be given consideration.

E. Except where a transfer is requested by a teacher, the Employer shall notify any teacher of a proposed transfer and the reasons for such transfer. Such notification shall be given thirty (30) days in advance of the transfer except in cases of emergency. Any teacher who is permanently involuntarily transferred or reassigned will be granted, upon written request, a meeting with the Superintendent to discuss the reasons for such transfer or reassignment.

F. All elementary teachers will be free of all cafeteria supervision. Upon request to the building principal, any teacher is free to perform cafeteria supervision.

G. An employee may leave his school building during his regularly scheduled lunch period with the consent of the building principal or his designee.

H. PLANNING TIME

1. Professional employees shall be scheduled for a minimum of 200 minutes per week of planning time during the student day. Planning time shall be scheduled in blocks of not less than thirty (30) minutes. In the elementary schools, planning time shall be scheduled on a minimum of four (4) days out of five (5) days during a week.

I. SENIORITY

1. Seniority shall be defined as continuous length of time as a temporary professional employee or professional employee in the District as that term is defined under the Public School Code of 1949, as amended.
2. Seniority shall not accrue for time served as a long term substitute or as a day to day substitute.
3. Part time employees shall accrue seniority on a pro rata basis.
4. The school district will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee's first working day as a temporary professional employee or professional employee, length of employment, and the employee's areas of professional certification. This list shall be posted once each year with notice to the bargaining unit members and the Association.
Any concerns regarding placement on the seniority list must be raised within two (2) weeks of the posting date; otherwise the list will be presumed to be accurate and no modifications will be made thereto until the next posting. Concerns expressed during the posting period which remain unresolved are subject to the grievance procedure.
5. Whenever two (2) employees have the same "first working day" so that their seniority would commence at the same time, their order of seniority shall be determined by lot. Once the determination is made by lot such determination shall establish their position for seniority purposes for the balance of their employment. Tenured employees shall be considered more senior to non-tenured employees having identical seniority as defined by this Agreement.
6. Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal school year.
7. During the first week of January 2012, the District shall post a preliminary seniority list. Employees shall have 2 months from that posting date to review and correct any inaccuracies. After that time, the list shall be considered final, absent extenuating circumstances. Thereafter, the annual posting of the list shall be by the second week of September.
8. An employee whose service is involuntarily interrupted or interrupted by an approved leave of absence shall continue to accrue seniority during such interruption for the purpose of computing seniority for suspension and recall purposes.

Article IV

EMPLOYEE RIGHTS

- A. Upon prior request given not less than twenty-four (24) hours in advance of review, a teacher shall have the right to review the contents of his personnel file, in the presence of a representative of the Employer. An employee shall be entitled to have a representative of the Association accompany him during such review. Such request shall be made through the Superintendent's Office. Such review shall be made at a time mutually convenient to the employee and the Superintendent (or his designee). The Employer agrees to make copies of any material in the personnel file upon request by the employee; the cost of said copies shall be borne by the employee.
- B. No employee shall be reprimanded in writing without justifiable reason.

C. Any complaint as hereinafter defined as a complaint made against a teacher by any parent, student or other person shall be reported to the subject teacher in writing promptly. A “complaint” shall be an adverse criticism of a teacher communicated to any member of the administration which is either submitted in writing, or if unwritten is of such character as to be further investigated or otherwise pursued by the administration. The subject teacher shall have the right to meet with his supervisor to discuss the complaint. The subject teacher shall have the right to be represented by the Association at any meeting concerning such complaint.

D. A committee (not to exceed 10 people total) shall be established to address professional employees’ concerns relating to work-related health and safety issues, including without limitation concerns relating to security, personal safety, District crisis plans, air quality, physical plant issues and similar issues. Membership on the committee shall consist of an equal number of management members appointed by the Cumberland Valley School District Administration and of bargaining unit members to be appointed by the Cumberland Valley Education Association. This committee shall meet a minimum of two (2) times per year to address health and safety issues and to make policy recommendations to the Board of School Directors. More frequent meetings may be called as necessary for the purpose of addressing immediate health and safety issues in a timely manner.

Article V

TEACHING HOURS

A. HOURS

1. Each teacher is required to be in the building or buildings to which he is assigned not more than a total of eight (8) hours per day.

B. SERVICES OUTSIDE THE SCHOOL DAY

1. The Employer may engage the services of individual professional employees outside the contract day or between regular school terms to voluntarily participate in educational concern of the Cumberland Valley School District, including in-service and/or professional development type programs, curriculum rewrites, and curriculum development procedures. Employees shall be entitled to compensation for such service at the rate of thirty-eight dollars (\$38.00) per hour of service.
2. For all employees who work an extended contract (for example: Guidance, Occupational Therapists, Behavioral Specialists, Physical Therapists, Nurses (certified and registered) Psychologists and Department Chairs) such extended contracts shall continue to be paid at the employee’s per diem rate.

Article VI

LEAVES OF ABSENCE

A. ILLNESS OR DISABILITY LEAVE:

1. Sick leave shall be accrued at the rate of ten (10) days per school year. Any unused portion of the previously mentioned ten (10) days absence period of accrued sick 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 or more school years.

2. Any employee may use if available, up to five (5) sick days annually to assist his/her immediate family members (father, mother, sister, brother, children, spouse, or any person with whom said employee currently makes his home) when they are ill. The employee must so indicate family illness when reporting off for this reason.

3. A professional employee who is unable to perform his duties because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one calendar year, and upon written request the leave may be renewed at the discretion of the Employer. Upon return to the classroom the employee shall be entitled to a position similar to the one he left.

B. CHILDREARING LEAVE:

1. A professional employee shall be entitled to childrearing leave without pay for a period not exceeding one (1) year after the date of the of the child's birth or acceptance of an adoptive child. The employee shall give written notice of intent to utilize said leave to the Superintendent not less than sixty (60) days in advance of the effective date of the leave of absence. The employee shall request such leave specifically in writing not less than thirty (30) days prior to commencement of leave, provided that such notice need not be given if an emergency occurs. The employee's position or one equivalent to it shall be held open during the period of childrearing leave. The employee must confirm in writing the employee's intention to resume employment by giving at least sixty (60) days notice prior to the employee's scheduled return. If such a leave terminates on or after April 15th of any year, the employee shall notify the School District in writing of the employee's intent to resume employment at the beginning of the next school year. The employee's leave shall be extended until the beginning of school. If the employee fails to give such notice, the employee shall be deemed to have waived the right to resume employment and the employee's status as Employee shall be terminated. During childrearing leave, the Employee shall retain the employee's unused sick leave, shall retain the employee's credits toward sabbatical leave, and shall retain credit for past service on the employee's rating card.

2. The professional employee shall receive no compensation during a childrearing leave of absence. Prior to commencing an unpaid childrearing leave, the employee may utilize accumulated sick leave for the period of any actual disability only, as certified by the employee's physician. Upon return to employment the employee will advance on the salary schedule in the same manner as other bargaining unit members, provided the employee was employed at least half of the contracted days during the school year prior to commencement of childrearing leave.

3. An employee who has completed a minimum of five (5) years of service in the Cumberland Valley School District shall be entitled to the medical and hospitalization insurance coverage as provided in Article VII hereinbelow while the employee is on such childrearing leave of absence.

4. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be considered to be temporary disabilities. When documented by appropriate medical report, the professional employee shall be entitled to sick leave pursuant to the Public School Code of 1949, as amended.

5. To the extent that any part of the foregoing childrearing leave is at variance with the lawfully promulgated Rules and Regulations of the Pennsylvania Human Relations Commission the same shall not be enforced but shall be interpreted and enforced in compliance with such Rules and Regulations, as the same may be adopted from time to time. Childrearing leave shall be equally available to natural and adoptive parents of an infant child.

C. PERSONAL AND PROFESSIONAL LEAVE:

1. During each school year within the term of this Agreement, each full time professional employee is entitled to three (3) personal leave days with pay each year cumulative to a maximum of six (6) days. Personal and professional leave shall not be used during the first five (5) and last five (5) days of the student school year except at the sole discretion of the Superintendent on a case by case basis. Prior notification of intention to use said personal leave days shall be submitted in writing so that proper records can be maintained. An employee who has accumulated a maximum of six (6) personal leave days at the end of any school year shall automatically have a maximum of three (3) such personal leave days transferred and added to his or her sick leave as additional sick leave days.
2. Requests for attendance at professional meetings shall be submitted to the Superintendent for approval. This determination shall be made after consultation with the building principal, department supervisor and outline of the benefits that will accrue to the Cumberland Valley School District by such visitation.

D. JURY/WITNESS LEAVE:

1. A member of the bargaining unit who is summoned for jury duty, to give testimony on behalf of the school district, or to testify in cases related to their employment shall make a request for a leave of absence within a reasonable period of time after receipt of notice of such service. Such leave shall be granted with pay upon proper application and receipt of applicable documentation.
2. A member granted leave for jury duty, to give testimony on behalf of the school district or to testify in cases related to their employment, shall be paid his/her regular salary or per diem less the amount earned as a juror. Prior to receipt of payment the employee shall be required to present a statement issued and signed by the Clerk of Court stating the number of days the employee was on jury duty or giving testimony and the compensation paid.

E. BEREAVEMENT LEAVE:

1. Immediate Family: An employee shall be entitled to five (5) school days of leave of absence with pay because of the death of a member of the immediate family of such employee. An employee desiring such leave shall request the same through the Superintendent or his designee. The term "member of immediate family" is defined to include the employee's father, mother, brother, sister, son, daughter, spouse, grandchild, or any person with whom said employee has made his home at the time of said death.
2. Near Relative: An employee shall be entitled to three (3) school days of leave of absence with pay because of the death of a near relative of such employee. An employee desiring such leave shall request the same through the Superintendent or his designee. Such leave of absence shall include the day of the funeral of the near relative. The term "near relative" is defined to include the employee's grandparent, brother-in-law and sister-in-law, parent-in-law, son-in-law or daughter-in-law.
3. Other Relative: An employee shall be entitled to one (1) day leave of absence with pay on the day of the funeral because of the death of the employee's first cousin, aunt, uncle, niece or nephew. An employee desiring such leave shall request the same through the Superintendent or his/her designee.
4. Extended Travel: In the event that an employee is entitled to bereavement leave under Sections 2 or 3 above, and providing that this leave is because of the death of a relative of the employee described in Sections 2 or 3, and

providing that extended travel of 400 miles or more round trip is necessary, and providing such leave shall be requested in advance, the employee shall be entitled to one (1) additional consecutive day of absence with pay.

F. SABBATICAL LEAVE AND LEAVE OF ABSENCE FOR PROFESSIONAL DEVELOPMENT:

1. Sabbatical leave of absence and a leave of absence for professional development shall be granted as provided in the Public School Code of 1949, as amended, subject to the following additional limitations:

- a. Leave for the purpose of professional development shall be granted for either (1) one-half school term at seventy-five per centum (75%) of full pay or (2) two [2] one-half school terms at one-half pay, at the option of the employee.
- b. Course work taken during the one-half school term leave of absence for professional development will be scheduled over a minimum time period of twelve (12) weeks.
- c. PLS (Performance Learning Systems) courses shall not qualify as meeting the leave of absence for professional development credit requirements.
- d. After an employee completes a one-half school term leave of absence for professional development at the rate of pay as provided above, the employee will be eligible to be considered for another one-half school term leave of absence for professional development at the same rate of pay after the completion of ten (10) additional years of service following the leave.

Article VII

EMPLOYEE WAGES AND SUPPLEMENTAL FINANCIAL BENEFITS

A. SALARIES:

- 1. The parties agree that the annual salaries to be effected by this agreement for the years commencing July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017 are set forth in a certain set of Salary Schedules marked Appendix "A" attached hereto and made a part hereof. The salary schedules structure shall be modified in the first year of the Agreement by the elimination of Step 1 (as indicated in the step placement chart also found in Appendix "A").
- 2. The teacher's annual salary is based upon the regular school year of 191 days. Each new teacher will be required to work five (5) additional days during the employee's first year of employment by the employer and may be required to work up to five (5) additional days during the employee's second year of employment by the employer. Employees required to work these days under this provision will be compensated at their per diem rate for each additional day worked.
- 3. Upon receiving an advanced degree or sufficient credits to warrant a salary adjustment under the Salary Schedule herein, an employee shall begin to receive the appropriate salary adjustment within three (3) weeks after the filing of the required documentation of such advanced degree or credits with the Employer.
- 4. Annual salaries shall be paid to employees from September through August in twenty-six (26) bi-weekly installments; however, an employee shall have the option to receive all monies due him for the months of June, July and August in a lump-sum at the close of the school year in June. Before the beginning of the school year,

employees must make an irrevocable election regarding whether to be paid over twenty-six 26 bi-weekly pays or to receive their summer pay in the form of a lump sum payment. This decision is irrevocable for any particular school year, and may not be changed or withdrawn after the beginning of the school year. Notice of a change must be made prior to the beginning of any school year. This section shall be administered in accordance with current regulations under Section 409A of the Internal Revenue Code.

5. Registered nurses will be placed on the salary schedule and will be compensated as set forth in a certain Salary Schedule marked Appendix "A" attached hereto and made a part hereof. Each employee will be given credit for years of experience to determine placement on the salary schedule.

6. Direct deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees unless they can provide written documentation from a financial institution of their inability to secure banking services. Employees who have direct deposit will be required to obtain a copy of their pay stub via the e-pay stub website. Employees shall be permitted to access the e-pay web site and print copies of such information using District equipment.

B. MEDICAL/HOSPITALIZATION INSURANCE:

1. Each full time employee shall have the privilege of medical coverage and the ability to elect coverage for his/her spouse and children. Medical insurance coverage as provided by an insurer or insurers selected by the employer, shall be equivalent in benefits and similar in billing processes as provided under the group programs as defined in the prior Agreement between the Cumberland Valley Education Association and the Cumberland Valley School District. In addition to the Employer's obligation to pay the premium cost of the coverage attributable to the individual employee, the Employer shall pay the premium cost attributable to such family-dependent coverage subject to employee contributions as set forth herein.

2. The employer will offer two (2) Preferred Provider Organization (PPO) Hospitalization and Medical insurance programs, which shall be referred to as the base plan and the standard plan, and provide a pharmacy benefit as described below by an insurer or insurers selected by the employer. Such benefit plans (as described below) and their associated expenses shall remain in place until December 31, 2014.

Standard PPO:

Prescription Drug Deductible - \$0.00 per calendar year

Prescription Drug Mail Order co-payment will be \$18.00 per prescription (up to a 90 day supply)

Base PPO:

Prescription Drug Deductible - \$100.00 per calendar year

Prescription Drug Mail Order co-payment will be \$36.00 per prescription (up to a 90 day supply)

Effective 2011-2012 and expiring December 31, 2014, a point of sale prescription program will be provided which will allow employees to pay the 20% cost-share using their medical ID card when purchasing retail prescriptions. This will eliminate the need for employees to submit paperwork for reimbursement at a participating pharmacy. The point of sale program will not impact the 90-day mail order program.

Each full-time employee will have the option to elect to be covered by either of said PPO Hospitalization, Medical and pharmacy programs following an open enrollment period.

Beginning January 1, 2015, the employer will offer a PPO with a Health Reimbursement Arrangement (HRA) Hospitalization and Medical insurance program and provide a pharmacy benefit as described below by an insurer or insurers selected by the employer. The PPO with a HRA effective on January 1, 2015, shall include an in-network deductible of \$1,000/\$2,000. The employee shall only be responsible for the first \$500/\$1,000 of the deductible. After that responsibility has been met, the District shall pay the remaining deductible expense via the HRA.

Beginning January 1, 2015, doctor visit and specialist visit copays shall become \$15, urgent care copays shall become \$35 and emergency room copays shall become \$100 (waived if admitted).

Beginning January 1, 2015 pharmacy benefit will be as described below:

All Prescription drugs shall require a mandatory soft generic, quantity level limits, prior authorization action, step therapy and have no deductible

Retail costs for a 30-day supply shall be:

- \$5 (generic)
- \$20 -brand formulary
- \$30- brand non-formulary

Mail order costs for a 90-day supply shall be:

- \$10 (generic)
- \$30 -brand formulary
- \$45- brand non-formulary

3. Employee Contributions to Medical Plans:

The employer will implement an IRS Section 125 Plan to allow the applicable employee participation payment to be deemed a pre-tax deduction. As a result of changes to regulations governing Section 125 unreimbursed medical FSA plans under the Internal Revenue Code, the plan document will be modified to permit \$500 of unused health FSA amounts remaining at the end of a plan year to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year.

Contribution effective September 1, 2014 through December 31, 2014

Standard PPO Plan	12.50% of premium
Base PPO Plan	6.25% of premium

Beginning January 1, 2015, the employee contribution rate toward the cost of the employer’s premium cost shall be as follows:

	Wellness Plan Participant	Non-Wellness Plan Participant
January 1 thru December 31, 2015	12.75%	
January 1 thru December 31, 2016	13.00%	16.00%
January 1 thru December 31, 2017	13.25%	16.25%
January 1 thru December 31, 2018	13.50%	16.50%

Beginning January 1, 2015, employees are strongly encouraged to participate in the district’s wellness plan. Failure to participate in the plan in the first year shall result in the employee’s premium contribution increasing by 3% in the following year above the amount referenced above. For example, if an employee does not participate in the first year of the wellness plan, beginning January 2016, s/he will be required to pay 16.0% toward the cost of the premium in year 2 instead of the above stated employee contribution of 13.0%. Similarly, if the employee again does not participate in year 2, s/he will be required to pay 16.25% in year 3 instead of the above stated employee contribution of 13.25%. If at any time a non-participating employee (and spouse if so required in year 3 and 4) begins to participate and meets the requirements for that year, s/he shall pay the premium rate for the following year as a wellness plan participant. . In the years in which the employee and his/her spouse are both required to participate, both must participate in the requirements of the wellness program in order to not be penalized by the higher premium contribution. The requirements of the wellness plans shall be:

Year 1-2015

Employees – complete one primary care physician visit (annual physical) per year.

Year 2-2016

Employees – complete one primary care physician visit (annual physical) per year and sign tobacco affidavit certifying tobacco user/non-tobacco user. If the employee is a user of tobacco, s/he must successfully complete a tobacco cessation program.

Year 3-2017

Employees and spouses covered by the insurance plan – complete one primary care physician visit (annual physical) per year and both employee and covered spouse must sign tobacco affidavit certifying tobacco user/non-tobacco user. If the employee and/or spouse are a user of tobacco, s/he must successfully complete a tobacco cessation program.

Year 4-2018

Employees and spouses covered by the insurance plan – complete one primary care physician visit (annual physical) per year. Both the employee and covered spouses must certify preventative care compliance (a. PSA (men only), b. colonoscopy, c. pap smear (women only), d. mammogram (women only) e. dental visits. In addition, both employee and covered spouse must sign tobacco affidavit certifying tobacco user/non-tobacco user. If the employee and/or spouse are a user of tobacco, s/he must successfully complete a tobacco cessation program.

4. Employees can opt to discontinue coverage and receive 30% of the annual premium savings. Those opting out must present proof of alternate coverage to the District. Those who opt out will receive the buyout amount in two (2) checks (December, June). Those employees may rejoin if necessary with proof of a qualifying event resulting with the loss of alternate coverage. There shall be no entitlement to a further buyout if the employee rejoins the District's coverage. Couples who are currently receiving the buy-out for dual health care coverage will be grandfathered and shall continue to receive the buy-out per the 2004-2007 collective bargaining agreement. Couples hired (or who become married) and moving forward, shall not be eligible to receive the opt-out payment hereafter.

5. The spouses of employees newly hired by the District after July 1, 2014 will have limited access to medical benefits. For such new employees, the District will not provide medical coverage for spouses who work for and are entitled to receive benefits from any of the following entities:

- a. Federal Government
- b. Commonwealth of Pennsylvania
- c. County and Local Government
- d. Public School Districts, charter and cyber schools.

If a newly hired employee's spouse is employed but not benefit eligible, they must provide confirmation from the spouse's employer.

C. VISION CARE INSURANCE:

1. The Employer shall pay the entire premium cost attributable to each employee for vision care insurance as selected by Employer. Vision insurance coverage as provided by an insurer or insurers selected by the employer, shall be equivalent in benefits and similar in billing processes as provided under the group programs as defined in the prior Agreement between the Cumberland Valley Education Association and the Cumberland Valley School District.

2. Each employee shall have the privilege of electing to have family-dependent coverage for his spouse and children under the vision care insurance provisions mentioned in Paragraph 1 immediately above as the same is available through said insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the individual employee under Paragraph 1 immediately above, the Employer shall pay the premium cost attributable to such family-dependent coverage.

D. DENTAL CARE INSURANCE:

1. The Employer shall pay the entire premium cost attributable to each employee for dental care insurance as selected by Employer. Dental insurance coverage as provided by an insurer or insurers selected by the employer, shall be equivalent in benefits and similar in billing processes as provided under the group programs as defined in the prior Agreement between the Cumberland Valley Education Association and the Cumberland Valley School District. The coverage shall include the following additional matter:

- (a) Major restorative at 50%-50% shared cost.
- (b) Denture relining.

2. Each employee shall have the privilege of electing to have family-dependent coverage for his spouse and children under the dental insurance provisions mentioned in Paragraph 1 immediately above as the same is available through said insurer or insurers. In addition to the Employer's obligation to pay the premium cost for the coverage attributable to the individual employee under Paragraph 1 immediately above, the Employer shall pay the premium cost attributable to such family-dependent coverage.

E. GROUP LIFE INSURANCE:

1. The Employer shall pay the premium cost of individual life insurance coverage for each medically acceptable employee as determined by the insurance company under a group life insurance program selected by the Employer whereby each such employee shall be entitled to death benefits in an amount equal to the employee's annual salary rounded off to the nearest thousand dollars but in no event to be less than Thirty Thousand (\$30,000) Dollars nor exceed a maximum of Fifty Thousand (\$50,000) Dollars.

F. LONGEVITY INCREMENTS:

1. Employer agrees to pay to each employee who has been credited with completion of not less than five (5) years of service as of July 1, 2014 as additional salary a longevity increment based upon the schedule attached hereto marked Appendix "B" and incorporated herein by reference thereto.

2. The term "year of service" shall be construed to mean the duration of employment in the Cumberland Valley School District as a professional employee.

3. The term "longevity increment" shall be construed to mean the amount of money shown on Appendix "B" to be paid in each respective and designated year of the effective life of this agreement determined by the number of years of service completed by an employee as of June 30 of the year preceding the year of increment. Such increment shall not be deemed to increase or modify the salaries as provided in Article VII, D, Appendix "A", nor shall said increments be cumulative. It is intended that the increment is a one-time annual element of wages which shall terminate upon each annual payment thereof.

G. ADDITIONAL COMPENSATION UPON RETIREMENT, DEATH OR TERMINATION:

1. Upon retirement, a full time employee having served the Cumberland Valley School District for a period of at least ten (10) years shall be entitled to additional compensation computed by multiplying two-third of the number of such employee's unused accumulated sick leave days (but not to exceed 200 days) by the per diem rate of \$120.00.

2. In the event of death of a full time employee, a payment shall be made to his or her beneficiary in an amount computed by multiplying the number of such deceased employee's unused accumulated sick leave days (not to exceed 130 days) by the per diem rate paid substitute teachers at the time of said employee's death.

3. In the event that any employee with at least ten (10) years employment with the Cumberland Valley School District terminates his or her employment for any other reason, such employee shall be entitled to additional compensation in the form of a single cash payment computed by multiplying one-third of the number of such employee's unused accumulated sick leave and personal leave days (not to exceed 130 days) by one hundred dollars (\$100.00).

4. In order to qualify for any benefits under this Section G, the employee must give not less than 120 days written notice of his/her retirement or voluntary termination. An employee shall have thirty (30) days from the date the written notice was submitted, to advise the Board, in writing, of his/her intention to rescind his/her retirement or voluntary termination. The Board shall accept an employee's rescission of his/her retirement or voluntary termination so long as the employee complied with the conditions set forth above. The Superintendent, in his/her sole discretion, and on a non-precedential basis, can waive the 120 day written notification requirement above and deem an employee qualified for benefits under this Section G.

5. All payments to eligible employees under Article VII, Section G shall be made as a non-elective Employer contribution into a 403(b) or other appropriate tax sheltered account in lieu of cash payments.

H. EARLY RETIREMENT INCENTIVE:

1. A full-time professional employee shall be eligible to participate in the voluntary early retirement incentive plan (ERIP) and to receive the benefit provided by the plan if the following eligibility criteria are met:

- a. The applicant must have a minimum of thirty (30) years of service under the Public School Employees Retirement System and 15 years of service in Cumberland Valley Area School District.
- b. In any year, the applicant shall deliver to the District a letter of retirement no later than January 5.
- d. Retirement shall be defined as the withdrawal from active service on a superannuation or early retirement basis and the drawing of an annuity from PSERS. The term retirement, for purposes of this resolution, shall not include disability retirement.
- e. The benefit under this plan will be an incentive cash payment in the total amount of fifteen thousand dollars (\$15,000) payable in the month of June of the year of retirement. If the retiree dies prior to receiving the amount payable under this provision, the remaining amount will be paid to his/her estate. All payments under Article VII Section H shall be made as a non-elective Employer contribution into a 403(b) a district tax sheltered account in lieu of cash payments.
- f. While this plan contains specific requirements and deadlines, the Superintendent, with the concurrence of the Board, may waive strict enforcement of the notification requirement on a case-by-case basis in the interest of the District without creating a precedent or establishing a practice governing any future case. The Superintendent shall not have the authority, however, to waive the termination date of the plan as set forth in paragraph g, below.
- g. It is understood and agreed that this retirement incentive shall expire and become null and void June 28, 2018.

I. AUTOMOBILE MILEAGE ALLOWANCE:

1. An employee who operated his private automobile in the performance of his professional duties or on official business of the District and provided such business and the approximate anticipated mileage shall be approved by the employee's principal, shall be reimbursed a mileage allowance at the rate per actual mile as published by Internal Revenue Service as the allowed standard flat rate for personal income tax deduction purposes. In the event

that Internal Revenue Service discontinues such publication or the allowed standard flat rate deduction is terminated, the rate shall be the last rate allowed by the IRS.

J. QUALIFIED EXTRA-CREDIT REIMBURSEMENT:

1. The Employer agrees to reimburse employee for actual tuition expense incurred by the employee for graduate educational courses on the terms and within the following limitations:
 - a. The employee must have academic credentials of at least a Bachelor's Degree.
 - b. Employees wishing to be reimbursed for courses and credits must obtain approval from the Superintendent in advance of the start of the course and must be (1) college or university credits in the employee's field of certification, or (2) credits earned in a higher degree or certification program acceptable to the Pennsylvania Department of Education, or (3) courses meeting the criteria for approval under subsections g(1), g(2) or g(3) of this article. The Superintendent shall have the discretion, on a case by case basis, to waive the requirement for course approval to occur prior to the start of the course. Employees must resubmit and obtain the Superintendent's approval in cases where preapproved courses and credits are changed by college or university officials prior to the completion of the course.
 - c. An employee newly employed by the Cumberland Valley School District must commence the course for which he/she seeks reimbursement subsequent to beginning his/her actual classroom teaching services.
 - d. The course must be completed successfully with an earned grade of at least a "B."
 - e. Responsibility for course and credit pre-approval as well as submitting to the Superintendent necessary documentation for course and credit completion rests with the employee.
 - f. No reimbursement will be paid for credits earned in excess of four (4) credits per semester or trimester during any one academic year of this School District; except, however, if any one course exceeds the foregoing four (4) credits by reason of college or university requirements, in that additional credits are required as a condition of enrollment in order to remain matriculated in program, reimbursement will be allowed to a maximum of six (6) credits per semester. The employee shall have the responsibility of establishing the basis for the foregoing exception.
 - g. Reimbursement for actual tuition cost shall be paid to the employee subject to the following limitations:
 - (1) The maximum per credit reimbursement for each credit within a Master's Degree program, other approved advanced degree program or accredited college or university credits in an employee's field of certification and assignment completed with a grade of "A" or "B" or "PASS" where PASS-FAIL is mandatory, shall be ninety percent (90%) of the amount charged per credit by Penn State University at the time the course was taken.
 - (2) The maximum reimbursement for courses that are not within a Master's Degree program, or other approved advanced degree program or certification program, or "PASS" where PASS/FAIL is optional shall be seventy percent (70%) of the amount charged per credit by Penn State University at the time the course was taken.

(3) The employee shall only be entitled to reimbursement once per year for any three-credit course of instruction being one (1) week or less in duration.

(4) The employee shall not receive reimbursement for any correspondence, audio tape, and/or video tape courses, except as follows:

- The restrictions on correspondence, audio tape and/or video tape courses do not apply if the courses are offered as part of a Master's degree program or other approved advanced degree program in which the employee is enrolled.

h. Payment of reimbursement will be made only upon receipt by the Employer of the employee's grade record. The reimbursement will be paid only during the months of August, October, January or June following the presentation of the employee's grade record.

i. Reimbursements made hereunder shall not become a part of the employee's salary.

j. The employee must remain employed by the District for a minimum period of one (1) year following completion of the course. Failure to remain for one full year will result in repayment of the reimbursement to the District from any funds otherwise due the employee from the District. Employees leaving the employment of the District for purposes of retirement, disability, suspension, or termination by the Employer are excluded from this requirement

K. SPECIAL INSTRUCTIONAL SERVICES COMPENSATION:

1. HOMEBOUND INSTRUCTION PROGRAM

a. A teacher employed in the homebound instruction program shall be paid for actual instruction time at the rate of thirty dollars (\$30.00) per hour.

2. INDIVIDUALIZED EDUCATION PROGRAM ("IEP"/"GIEP") DEVELOPMENT COMPENSATION

a. The term "employee" as used in this Section J2 shall mean and be limited to special and gifted support education teachers.

b. An employee's participation in conceiving, developing, drafting and administering individualized education programs (IEP's/GIEP's) beyond the employee's regular work day shall be voluntary.

c. If a special education teacher or a gifted support teacher participates in such IEP/GIEP program beyond his or her regular work day, the teacher shall be entitled to a maximum of \$800.00 per school year (regardless of the number of hours of participation) payable no later than the last payment of salary for the school year in which earned, provided all special education documents have been completed in accordance with all Chapter 14/Chapter 16 requirements and procedural timelines. A special education or gifted support teacher who is approved by the School Board for a medical or childrearing leave shall receive a prorated IEP or GIEP payment to reflect the percentage of IEPs/GIEPs written by the teacher in the contracted teacher school year based upon the teacher's caseload.

3. INDUCTION PROGRAM MENTOR COMPENSATION

- a. A teacher designated and employed in the capacity of Mentor in the District's Induction Program as filed with the Pennsylvania Department of Education shall be entitled to compensation for such service at the rate of thirty dollars (\$30.00) per hour of service.
- b. The maximum hours of service shall be limited to thirty (30) hours per semester, or fifty-five (55) hours per school year, whichever is less.
- c. The compensation earned in said Induction Program shall be paid at the end of the semester in which the services were rendered.

L. INTRA-STAFF SUBSTITUTION HONORARIUM:

1. A full time teacher required to substitute for another teacher during the former's preparation period shall receive an hourly honorarium prorated over the amount of actual time of substitution at the rate of forty dollars (\$40.00) per hour.

The foregoing provision for payment of honorarium shall not apply to substitutions occasioned by District curriculum development meetings provided that such meetings shall not exceed a frequency of one (1) substitution per month per individual teacher; any curriculum meetings in excess of the foregoing shall be held with the consents of the subject teacher, the substituting teacher and the Employer.

M. EXTRA-DUTY COMPENSATION:

1. The compensation level for extra-duty positions for the 2014-2015, 2015-2016, 2016-2017,-2018 school years shall be increased by the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) as published HALF 1 respectively in each year of this agreement.
2. Evaluation. Employees serving in extra-duty positions who are evaluated shall be rated satisfactory or unsatisfactory. The evaluation of employees serving in extra-duty positions shall be conducted openly and with full knowledge of the employee being evaluated. When deficiencies are observed in employee performance, said deficiencies should be brought to the attention of the employee in writing, and discussed, along with specific recommendations for improvement. The employee should be given a reasonable amount of time to correct cited deficiencies in the performance of his/her extra duty responsibilities. Should the employee fail to correct the cited deficiencies, he/she should be given a written warning of the possible or probable consequences, i.e. disciplinary action or discharge. Should the employee continue to perform in an unsatisfactory manner, said unsatisfactory performance should be specified in his/her formal evaluation. Such staff member shall have the right to be represented by the Association at any meeting concerning a complaint in relationship to extra-duty assignment.
3. Unless it is mutually deemed unnecessary by the parties, a joint committee will meet at least once during the term of the Agreement for the purpose of reviewing extra-duty positions with the District.

EXTRA DUTY ATHLETIC POSITIONS AND STIPENDS – NEWLY EMPLOYED

- a. Individuals newly employed in one of the positions identified on APPENDIX "D"- Athletic Contracts by Range will be paid at the level identified on APPENDIX "E"- Athletic Range Placement at the first step of the range

unless an advanced point of entry is mutually agreed upon between the individual and the Employer. Such advanced point of entry is not subject to grievance/arbitration under the Collective Bargaining Agreement.

- b. Once placed on the schedule if rehired in subsequent years for the same position, the individual will receive stipend increases equal to the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) in each subsequent year.

COMPENSATION FOR EXTENDED SEASONS

a. If a season is extended due to participation in playoffs or similar post-season endeavor that requires specific qualification or invitation for such appearance, the individuals employed for Extra Duty Positions will receive additional compensation.

b. The season shall be considered extended as follows, pending approval by the administration, and include:

- After the Mid-Penn Conference Meet for Track, Swimming, and Tennis.
- After the District Meet for Cross Country
- After the Chapter Competition for Marching Band
- After the Sectionals for Wrestling
- Qualifying for District Playoffs for Football (to include Marching Band), Field Hockey, Golf, and Basketball.
- After last regularly scheduled game for Baseball, Soccer, Volleyball, Water Polo, and Softball

c. Individuals will be reimbursed per diem according to the following formula:

Salary / Number of practice days and game days* = per diem.

(* The number used for calculation shall be understood to include the first legal practice date through the last day of the regular season, excluding Saturdays, Sundays, and holidays.

EXTRA DUTY ACTIVITIES POSITIONS AND STIPENDS – NEWLY EMPLOYED

a. Individuals newly employed in one of the positions identified on APPENDIX “F”- Activity Contracts by Range will be paid at the level identified on APPENDIX “G”- Activity Range Placement at the first step of the range unless an advanced point of entry is mutually agreed upon between the individual and the Employer. Such advanced point of entry is not subject to grievance/arbitration under the Collective Bargaining Agreement.

b. Once placed on the schedule if rehired in subsequent years for the same position, the individual will receive stipend increases equal to the Consumer Price Index (CPI-U) for all urban consumers (Northeast Region) in each subsequent year.

EXTRA DUTY COMMITTEE

a. An Extra Duty Committee comprised of the Athletic Director, two (2) individuals appointed by the school board (either board members or the Superintendent or designee), and two (2) individuals appointed by the Association president shall meet annually, commencing no later than May of each year of this agreement, to review and make recommendations for revision to the system of financial compensation for the Extra Duty contracts in place during the current school year. This annual review shall include an opportunity for the Association to present ideas and to have

an exchange with The Extra Duty Committee with the understanding that the Association's approval and ratification is not required. Any modifications in the point tables or stipend schedules will be acted on by the Employer and the Association in time for the annual budget process of the Employer.

b Any recommendations from the Committee must be accepted by both the Association and the Employer. If a plan is not completed and accepted by June 30, all individuals will receive compensation as outlined in the appropriate appended table.

c Unless it is mutually deemed unnecessary by the parties, a joint committee will meet at least once during the term of the Agreement for the purpose of reviewing extra-duty positions with the District.

SCHEDULING AND PAYMENT

a To the extent activities are conducted during school hours, there shall be no extra curricular salary paid. Scheduling of activities shall remain the prerogative of the Employer.

b The Employer will pay one-half (1/2) of the salary on the regular pay date which most closely approximates the middle of the activity period and the remaining one-half (1/2) on the regular pay date following completion of the employees' activities at the end of the activity period.

c Individuals employed for a fraction of the normal season will be paid on a pro-rated per-diem basis.

12. NO GRIEVANCE/ARBITRATION PROCESS

Except as provided for grievance/arbitration of salary disputes, extra duty positions identified in Tables 1B and 2B are supplemental positions not part of the Collective Bargaining Agreement covering the professional employees of the District and the grievance/arbitration procedures of the Collective Bargaining Agreement do not apply. Any dispute related to the performance of duties of any position identified in APPENDIX "D through G" including termination/discipline during the annual term or failure to appoint or reappoint, and related to the elimination, addition, or modification of any extra duty position between annual terms is not subject to grievance/arbitration.

N. NATIONAL BOARD CERTIFICATION

1. Bargaining unit members who attain "National Board Certification" status, as defined by the National Board for Professional Teaching Standards, shall be reimbursed in the year such status is first awarded a maximum of twenty three hundred dollars (\$2,300.00) for expenses incurred in the process of receiving this certification. In each subsequent year, bargaining unit members who earn and maintain "National Board Certification" shall receive a salary stipend of two thousand dollars (\$2,000.00) each year in addition to their salary as set forth on the salary schedule attached as Appendix "A". The two thousand dollars (\$2,000.00) annual stipend shall not compound with the annual base salary increases but will be considered part of salary for retirement contributions and withholdings.

O. EMPLOYEE EVALUATION

All bargaining unit members shall be subject to evaluation pursuant to current state regulations or any amendments thereto.

1. A pre-observation meeting for the formal observation will be held with the evaluator and the educator. This pre-observation meeting shall occur with at least a 5 teacher-work day notice to provide said educator time to produce and gather artifacts for the pre-observation. Before the conclusion of said meeting, a formal observation date shall be set.

2. A post-observation meeting shall occur no later than 15 teacher-work days following the formal observation.
3. Any employees evaluated by a formal observation shall be given a personal copy and/or access of the formal observation evaluation report prepared by the evaluator. No such report shall be placed in the employee's file or otherwise acted upon without first holding the post-observation meeting and, if appropriate under the circumstances, offering suggestions for improvement in the employee's work performance.
4. No employee shall be required to sign an incomplete evaluation form. No formal observations will take place the first 5 student days or the last 5 student days of school. These observations shall also not occur the day before or the day after a holiday unless:
 - a. an informal observation by an administrator leads to concerns that warrant a formal observation during these stated precluded times;
 - b. at the invitation of the teacher.
5. Employees shall be trained on the new evaluation system. Employees shall be rated only by persons authorized by applicable law to do so.
6. Informal and/or walk-through observations may occur at any time.
7. The Professional Education Committee (PEC) shall be established composed of members selected by CVEA leadership (bargaining unit members) and representatives selected by the district superintendent.
 - a. Procedures and guidelines for implementation of mandates shall be reviewed by the PEC and shared with the leadership of CVEA.
 - b. The PEC will discuss Student Learning Objectives annual as part of professional development.

P. HYBRID LEARNING

The Employer and the Association will establish a joint committee for the purpose of exploring an alternative delivery model that would consider a hybrid learning opportunity for CV students. The parties shall each appoint no more than five (5) committee members. Meetings are to be held during the work day and no employees shall lose time or pay as a result of attending meetings. The committee's goal will be to reach consensus regarding such a delivery model with the intent of implementation at the beginning of the 2015-2016 school year. Some of the issues to be considered, but not limited to these specific issues, are as follows: combination of traditional brick and mortar with on-line learning model, work hours required in order to accommodate the needs, compensation associated with such work, staffing of the positions, training and technical support, etc. No later than the end of February 2015, the committee must have a specific written agreement for implementation that addresses all mandatory subjects of bargaining. Both parties will subsequently meet with their constituents to allow them to vote on the terms for implementation.

Article VIII

RIGHT TO MAKE DISCRETIONARY AWARDS

A. The Employer shall not be prohibited from offering to any employee an award as recognition of performance or extra effort, provided that such award satisfies all federal and state requirements, if any, and that said award be at the sole discretion of the Employer.

Article IX

PRORATION OF BENEFITS FOR PART-TIME EMPLOYEES

The foregoing provisions of this agreement have been drafted for application to full-time employees. However, since the bargaining unit now contains part-time employees, it is agreed that all employee benefits herein otherwise applicable to part-time employees shall be reduced by pro-ration in proportion to the part-time employees' percentage of full-time service.

Administration of this article shall be in accordance with the District's policy concerning compensation of part-time employees. Where remuneration is defined as an hourly rate (dollars per hour), the amount earned will be the product of the hourly rate multiplied by the number of hours worked.

Article X

MEET AND DISCUSS COMMITTEE

A. There is hereby established a committee to be composed of fourteen (14) members, seven (7) of whom shall be appointed by the Board and seven (7) of whom shall be appointed by the Association, to consult and recommend on matters relating to the implementation of policy matters affecting wages, hours and terms and conditions of employment as well as the impact thereon as required by the Public Employees Relations Act.

B. Each party shall appoint a chairman who shall be a member of the committee. The identity of the chairman shall be disclosed by each party upon the appointment thereof. The identity of the committee members may change from time to time at the pleasure of the parties.

C. The committee shall meet regularly one time each month during the months of September through June of the school term. Said regular meetings shall be held after school hours at a time and place as agreed by the chairmen. Special meetings may be scheduled upon the agreement of the chairmen.

D. An agenda for each regular meeting shall be prepared by the chairmen for distribution to the committee members two (2) weeks prior to the meeting. An agenda for special meetings shall be similarly prepared and shall be distributed to the committee members as soon as possible after preparation.

Article XI

GRIEVANCE PROCEDURE

A. The parties agree that grievances as defined in Appendix "C" hereof shall be resolved in accordance with the procedure set forth in a certain Grievance Procedure marked Appendix "C", attached hereto and made a part hereof.

Article XII

SCOPE OF AGREEMENT

A. The parties agree that all negotiable items raised by the parties have been considered during the negotiations leading to this agreement and therefore, further agree the negotiations will not be reopened on any such item, whether contained herein or not, for the term of this agreement, except only upon the written mutual consent and agreement of both parties hereto.

This agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties hereto.

Article XIII

TERM OF AGREEMENT

A. This agreement shall become effective as of July 1, 2014 and shall continue in effect until June 30, 2018, or until such later time as the parties may hereafter agree in writing.

B. This agreement shall not apply to former employees of this School District whose employment was terminated prior to the date hereof.

Article XIV

CONFORMITY TO LAW

A. It is the intention of the parties to have this agreement conform to all applicable law. If, however, any provision of this agreement shall be determined to be contrary to law, only that contrary portion shall not be applicable, performed or enforced, all other provisions of this agreement shall continue in effect.

B. References herein to statutes shall be construed to be those enactments as of the date of execution of this agreement first mentioned hereinabove.

IN WITNESS WHEREOF, the parties intending to be legally bound hereby, have caused these presents to be executed by their duly authorized officers the day and year first above written.

CUMBERLAND VALLEY SCHOOL DISTRICT

By Barbara Klein
President of Board of School Directors

ATTEST:

Robert O'Connell
Secretary

8/25/14
Date

CUMBERLAND VALLEY EDUCATION ASSOCIATION

By [Signature]
President

ATTEST:

Janet Shoop
Secretary

8/25/14
Date

APPENDIX "A"

SALARY SCHEDULE

The Salary Schedule is incorporated into the foregoing Agreement pursuant to Article VII, Paragraph D.

1. DEFINITIONS: In construing this Salary Schedule, the following words and phrases shall have the meanings indicated below:

"Step" means the vertical level on the salary schedule based upon teaching experience.

"Base Salary" means an amount of annual salary expressed in terms of money attributable to the various Steps as set forth on Schedules on pages A-4 through A-7 attached hereinbelow.

"RN" refers to persons employed as registered nurses in the schools.

"Bachelor's Degree" refers to employees having educational attainment less than a Master's Degree.

"Master's Degree" refers to employees having educational attainment of at least a Master's Degree but less than fifteen graduate hours beyond a Master's Degree.

"Master's Degree + 15" ("M+15") refers to employees having educational attainment of a Master's Degree plus at least fifteen but less than thirty graduate credits, which credits must be in the teacher's field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

"Master's Degree + 30" ("M+30") refers to employees having educational attainment of a Master's Degree plus at least thirty graduate credits but less than forty-five graduate credits, which credits must be in the teacher's field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

"Master's Degree + 45" ("M+45") refers to employees having educational attainment of a Master's Degree plus at least forty-five graduate credits but less than sixty graduate credits, which credits must be in the teacher's field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

"Master's Degree + 60" ("M+60") refers to employees having educational attainment of a Master's Degree plus at least sixty graduate credits, which credits must be in the teacher's field of certification, in his present area of employment or towards an advanced degree. It shall be the responsibility of the teacher to provide necessary documentation to qualify for this compensation.

"Doctorate" refers to employees having educational attainment of a Doctor's Degree.

2. HORIZONTAL MOVEMENT ON SALARY SCHEDULE: In addition, an employee can make a one time horizontal move on the salary schedule by taking 15 credits in areas that are related to their current teaching assignment. The courses are subject to pre-approval by the superintendent.

3. APPLICATION:

- a. As of July 1, 2014, July 1, 2015, July 1, 2016 July 1, 2017, as appropriate, a certified teacher with no teaching experience shall be placed on Step 1 of the appropriate Schedule attached hereto (Pages 25, 26, 27) at the time of employment, and shall move pursuant to the Salary Step Movement chart on page 24 hereinbelow upon successful completion at least half of the contracted days.
- b. Upon the completion of at least half of the contracted days, employees shall move pursuant to the Salary Step Movement chart on page 24 hereinbelow as of the first pay period of each school year.

**Cumberland Valley Salary Schedule Step Movement Chart
From Each Step in 2013-14 (Base Year) to Each Step in 2017-18**

2013-2014 (Base Year) Old Numbering System		Steps to the Top Step	2014-2015 Steps to the Top Step	2015-2016 Steps to the Top Step	2016-2017 Steps to the Top Step	2017-2018 Steps to the Top Step
						16
					16	16
				16	16	15
			16	16	15	14
1	17		16	15	14	13
2	16		15	14	13	12
3	15		14	13	12	11
4	14		13	12	11	10
5	13		12	11	10	9
6	12		11	10	9	8
7	11		10	9	8	7
8	10		9	8	7	6
9	9		8	7	6	5
10	8		7	6	5	4
11	7		6	5	4	3
12	6		5	4	3	2
13	5		4	3	2	1
14	4		3	2	1	Top
15	3		2	1	Top	Top
16	2		1	Top	Top	Top
17	1		Top	Top	Top	Top
18	Top		Top	Top	Top	Top

To track your movement through the schedule toward the Top Step, find your step in the 2013-14 (Base Year) year and then move horizontally across the columns to see which steps you will move to.

**CUMBERLAND VALLEY
2014-2015
Salary Schedule**

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$31,666	\$44,165	\$45,789	\$46,706	\$47,623	\$48,539	\$49,456	\$50,373
15	2	\$33,218	\$45,717	\$47,340	\$48,257	\$49,174	\$50,091	\$51,007	\$51,924
14	3	\$34,769	\$47,268	\$48,892	\$49,808	\$50,725	\$51,642	\$52,559	\$53,475
13	4	\$36,320	\$48,819	\$50,443	\$51,360	\$52,276	\$53,193	\$54,110	\$55,027
12	5	\$37,871	\$50,370	\$51,994	\$52,911	\$53,828	\$54,744	\$55,661	\$56,578
11	6	\$39,423	\$51,922	\$53,545	\$54,462	\$55,379	\$56,296	\$57,213	\$58,129
10	7	\$40,974	\$53,473	\$55,097	\$56,013	\$56,930	\$57,847	\$58,764	\$59,681
9	8	\$42,525	\$55,024	\$56,648	\$57,565	\$58,481	\$59,398	\$60,315	\$61,232
8	9	\$44,077	\$56,576	\$58,199	\$59,566	\$60,033	\$60,950	\$61,866	\$62,783
7	10	\$45,628	\$58,127	\$59,750	\$60,667	\$61,584	\$62,501	\$63,418	\$64,334
6	11	\$47,179	\$59,678	\$61,302	\$62,219	\$63,135	\$64,052	\$64,969	\$65,886
5	12	\$48,730	\$61,229	\$62,853	\$63,770	\$64,687	\$65,603	\$66,520	\$67,437
4	13	\$50,282	\$62,781	\$64,404	\$65,321	\$66,238	\$67,155	\$68,071	\$68,988
3	14	\$51,833	\$64,332	\$65,956	\$66,872	\$67,789	\$68,706	\$69,623	\$70,539
2	15	\$53,384	\$65,883	\$67,507	\$68,424	\$69,340	\$70,257	\$71,174	\$72,091
1	16	\$54,935	\$67,435	\$69,058	\$70,155	\$70,892	\$71,808	\$72,725	\$73,642
Top	17	\$56,487	\$68,986	\$70,635	\$71,526	\$72,443	\$73,360	\$74,277	\$75,193

**CUMBERLAND VALLEY
2015-2016
Salary Schedule**

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$31,901	\$44,400	\$46,024	\$46,941	\$47,858	\$48,774	\$49,691	\$50,608
15	2	\$33,453	\$45,952	\$47,575	\$48,492	\$49,409	\$50,326	\$51,242	\$52,159
14	3	\$35,004	\$47,503	\$49,127	\$50,043	\$50,960	\$51,877	\$52,794	\$53,710
13	4	\$36,555	\$49,054	\$50,678	\$51,595	\$52,511	\$53,428	\$54,345	\$55,262
12	5	\$38,106	\$50,605	\$52,229	\$53,146	\$54,063	\$54,979	\$55,896	\$56,813
11	6	\$39,658	\$52,157	\$53,780	\$54,697	\$55,614	\$56,531	\$57,448	\$58,364
10	7	\$41,209	\$53,708	\$55,332	\$56,248	\$57,165	\$58,082	\$58,999	\$59,916
9	8	\$42,760	\$55,259	\$56,883	\$57,800	\$58,716	\$59,633	\$60,550	\$61,467
8	9	\$44,312	\$56,811	\$58,434	\$59,801	\$60,268	\$61,185	\$62,101	\$63,018
7	10	\$45,863	\$58,362	\$59,985	\$60,902	\$61,819	\$62,736	\$63,653	\$64,569
6	11	\$47,414	\$59,913	\$61,537	\$62,454	\$63,370	\$64,287	\$65,204	\$66,121
5	12	\$48,965	\$61,464	\$63,088	\$64,005	\$64,922	\$65,838	\$66,755	\$67,672
4	13	\$50,517	\$63,016	\$64,639	\$65,556	\$66,473	\$67,390	\$68,306	\$69,223
3	14	\$52,068	\$64,567	\$66,191	\$67,107	\$68,024	\$68,941	\$69,858	\$70,774
2	15	\$53,619	\$66,118	\$67,742	\$68,659	\$69,575	\$70,492	\$71,409	\$72,326
1	16	\$55,170	\$67,670	\$69,293	\$70,390	\$71,127	\$72,043	\$72,960	\$73,877
Top	17	\$56,722	\$69,221	\$70,870	\$71,761	\$72,678	\$73,595	\$74,512	\$75,428

**CUMBERLAND VALLEY
2016-2017
Salary Schedule**

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$32,205	\$44,704	\$46,328	\$47,245	\$48,162	\$49,078	\$49,995	\$50,912
15	2	\$33,757	\$46,256	\$47,879	\$48,796	\$49,713	\$50,630	\$51,546	\$52,463
14	3	\$35,308	\$47,807	\$49,431	\$50,347	\$51,264	\$52,181	\$53,098	\$54,014
13	4	\$36,859	\$49,358	\$50,982	\$51,899	\$52,815	\$53,732	\$54,649	\$55,566
12	5	\$38,410	\$50,909	\$52,533	\$53,450	\$54,367	\$55,283	\$56,200	\$57,117
11	6	\$39,962	\$52,461	\$54,084	\$55,001	\$55,918	\$56,835	\$57,752	\$58,668
10	7	\$41,513	\$54,012	\$55,636	\$56,552	\$57,469	\$58,386	\$59,303	\$60,220
9	8	\$43,064	\$55,563	\$57,187	\$58,104	\$59,020	\$59,937	\$60,854	\$61,771
8	9	\$44,616	\$57,115	\$58,738	\$60,105	\$60,572	\$61,489	\$62,405	\$63,322
7	10	\$46,167	\$58,666	\$60,289	\$61,206	\$62,123	\$63,040	\$63,957	\$64,873
6	11	\$47,718	\$60,217	\$61,841	\$62,758	\$63,674	\$64,591	\$65,508	\$66,425
5	12	\$49,269	\$61,768	\$63,392	\$64,309	\$65,226	\$66,142	\$67,059	\$67,976
4	13	\$50,821	\$63,320	\$64,943	\$65,860	\$66,777	\$67,694	\$68,610	\$69,527
3	14	\$52,372	\$64,871	\$66,495	\$67,411	\$68,328	\$69,245	\$70,162	\$71,078
2	15	\$53,923	\$66,422	\$68,046	\$68,963	\$69,879	\$70,796	\$71,713	\$72,630
1	16	\$55,474	\$67,974	\$69,597	\$70,694	\$71,431	\$72,347	\$73,264	\$74,181
Top	17	\$57,026	\$69,525	\$71,174	\$72,065	\$72,982	\$73,899	\$74,816	\$75,732

**CUMBERLAND VALLEY
2017-2018
Salary Schedule**

From Top	Step	RN	B	M	M+15	M+30	M+45	M+60	PhD
16	1	\$32,623	\$45,122	\$46,746	\$47,663	\$48,580	\$49,496	\$50,413	\$51,330
15	2	\$34,175	\$46,674	\$48,297	\$49,214	\$50,131	\$51,048	\$51,964	\$52,881
14	3	\$35,726	\$48,225	\$49,849	\$50,765	\$51,682	\$52,599	\$53,516	\$54,432
13	4	\$37,277	\$49,776	\$51,400	\$52,317	\$53,233	\$54,150	\$55,067	\$55,984
12	5	\$38,828	\$51,327	\$52,951	\$53,868	\$54,785	\$55,701	\$56,618	\$57,535
11	6	\$40,380	\$52,879	\$54,502	\$55,419	\$56,336	\$57,253	\$58,170	\$59,086
10	7	\$41,931	\$54,430	\$56,054	\$56,970	\$57,887	\$58,804	\$59,721	\$60,638
9	8	\$43,482	\$55,981	\$57,605	\$58,522	\$59,438	\$60,355	\$61,272	\$62,189
8	9	\$45,034	\$57,533	\$59,156	\$60,523	\$60,990	\$61,907	\$62,823	\$63,740
7	10	\$46,585	\$59,084	\$60,707	\$61,624	\$62,541	\$63,458	\$64,375	\$65,291
6	11	\$48,136	\$60,635	\$62,259	\$63,176	\$64,092	\$65,009	\$65,926	\$66,843
5	12	\$49,687	\$62,186	\$63,810	\$64,727	\$65,644	\$66,560	\$67,477	\$68,394
4	13	\$51,239	\$63,738	\$65,361	\$66,278	\$67,195	\$68,112	\$69,028	\$69,945
3	14	\$52,790	\$65,289	\$66,913	\$67,829	\$68,746	\$69,663	\$70,580	\$71,496
2	15	\$54,341	\$66,840	\$68,464	\$69,381	\$70,297	\$71,214	\$72,131	\$73,048
1	16	\$55,892	\$68,392	\$70,015	\$71,112	\$71,849	\$72,765	\$73,682	\$74,599
Top	17	\$57,444	\$69,943	\$71,592	\$72,483	\$73,400	\$74,317	\$75,234	\$76,150

APPENDIX "B"

LONGEVITY INCREMENT SCHEDULE

2014-2015, 2015-2016, 2016-2017-2018 (*1)

CUMBERLAND VALLEY SCHOOL DISTRICT
YEARS OF SERVICE

AMOUNT

5	\$200
6	200
7	200
8	200
9	200
10	400
11	400
12	400
13	400
14	400
15	600
16	600
17	600
18	600
19	600
20	800
21	800
22	800
23	800
24	800
25	1,000
26	1,000
27	1,000
28	1,000
29	1,000
30	1,500
Over 30	1,500

*1. The figures shown in the above column are non-cumulative annual longevity increments to qualifying employees during each of the years commencing July 1, 2014 (and ending June 30, 2015), July 1, 2015 (and ending June 30, 2016), and July 1, 2016 (and ending June 30, 2017) (and ending June 30, 2018).

APPENDIX “C”

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance:

A grievance is a claim by one or more employees of a violation, a misapplication or a misinterpretation or a discrimination in the application of this agreement.

2. Grievant:

A “grievant” is the person or group of persons, including the Association, who signs the grievance form required to initiate the grievance procedure.

B. PURPOSE

1. The purpose of this grievance procedure shall be to settle equitably, at the lowest possible administrative level, grievances which may arise from time to time with respect to this agreement. Both parties agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

C. PROCEDURE

1. An employee shall have the right to be represented by the Association in the grievance procedure.
2. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and have the grievance adjusted without the intervention of the Association if the adjustment is not inconsistent with the terms of this agreement, provided that the Association has been given an opportunity to be present at such adjustment.
3. A grievance based upon the alleged action of any person required to receive a grievance under Section D hereinbelow shall be initiated at that Level of this grievance procedure, and the general procedures herein relating to presentation, adjustment and appeal shall apply from that Level to the appropriate conclusion of the procedure.
4. A grievance shall be made in writing signed by the grievant on official grievance forms. The grievant shall serve three (3) exact copies of the written grievance upon the appropriate recipient as specified in each level of the grievance procedure set forth herein, and the recipient shall acknowledge receipt of the same by his signature and date of receipt on all copies. The forms so received shall be distributed by the recipient as follows: (1) one copy shall be returned immediately to the grievant; (2) one copy shall be delivered immediately to the Association’s representative if one is present, or if no representative is present, it shall be delivered to the President of the Association by inter-school mail; and (3) one copy shall be retained by the recipient.
5. A grievance shall be filed as soon as possible, but in no event later than ten (10) days after the occurrence of the facts giving rise to the grievance, excluding Saturdays and Sundays.

The number of days indicated at each Level of Grievance Adjustment set forth below shall be considered as the maximum, and every effort shall be made to expedite the process. The time limits may be modified by written agreement between the parties.

D. LEVELS OF GRIEVANCE ADJUSTMENT

The grievant shall pursue adjustment of his grievance in the following manner:

1. A grievance shall begin at Level One below and may continue through and include Arbitration.

LEVEL ONE

1. The grievant shall serve his grievance upon the appropriate department chairman, or the appropriate principal where no department chairman has been designated as a first level supervisor.
2. The recipient of the grievance shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The recipient of the grievance within five (5) days after the date fixed for the meeting shall make a written report of the adjustment made or his decision, as the case may be, and he shall deliver a copy thereof to the grievant and a copy to the Association.

LEVEL TWO

1. If the grievance is not resolved by the actions taken in Level One above, and where the recipient of the grievance in said Level One is a department chairman, the grievant within five (5) days after receipt of the written report of the actions of Level One serve his grievance in the same manner as in Level One upon the appropriate principal.
2. The principal shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The principal within five (5) days after the date fixed for said meeting shall make a written report of the adjustment or his decision, as the case may be, and he shall deliver a copy thereof to the grievant and a copy to the Association.

LEVEL THREE

1. If the grievance is not resolved by the actions taken in Level Two above or where the grievance is not resolved in Level One above where the recipient of the grievance in said Level One was a principal, the grievant within five (5) days after receipt of the written report of the actions of the previous Level may serve his grievance in the same manner as in Level One upon the Superintendent.
2. The Superintendent shall fix and hold a meeting within five (5) days after receipt of the grievance for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present. The Superintendent within five (5) days after the date fixed for said meeting shall make a written report of the adjustment or his decision, as the case may be, and she shall deliver a copy thereof to the grievant and a copy to the Association.

LEVEL FOUR

1. If the grievance is not resolved by the actions taken in Level Three above, the grievant within five (5) days after receipt of the actions taken in Level Three may serve his grievance in the same manner as in Level One upon the Secretary of the Board of School Directors.
2. The Board of School Directors shall fix and hold a meeting within thirty (30) days after receipt of the grievance by the Secretary for the purpose of attempting to adjust the grievance at which meeting the grievant and his representative, if any, shall have the right to be present, which meeting shall be conducted in a non-public session. The Board within ten (10) days after the date fixed for the meeting shall make a written report of the adjustment made or its decision, as the case may be, and the Secretary shall deliver a copy thereof to the grievant and a copy to the Association.

ARBITRATION

1. If the grievance is not resolved by the actions taken in Level Four above, the Association, within five (5) days after receipt of the report of the actions taken in Level Four above, may notify the Secretary of the Board of School Directors of its intention to pursue a decision to arbitration as provided in Section 903 of the Public Employee Relations Act.
 2. Upon receipt of such notification, the grievance shall be referred to binding arbitration as provided in Section 903 of the Public Employee Relations Act.

LIMITATIONS

1. If the grievant shall fail to pursue the procedures of the next succeeding Level in the schedule of levels above within the time and manner therein provided, he shall be deemed to have waived the rights of such succeeding Levels and the decision of the immediate preceding Level shall be final and binding.

E. GRIEVANCES DURING SCHOOL RECESSES

1. If the last day for initiating a grievance falls upon a day within a school recess as established by the official school calendar (except Saturdays and Sundays during the non-recess times of the school year), and if the intended recipient of the grievance under Level One is unavailable for service of the grievance, the grievant may serve said grievance upon the intended recipient of the next succeeding Level who is then available. Such alternate recipient shall have the right to refer the grievance to such lower Level as may then be available for disposition in accordance with the schedule of procedures set forth in Paragraph D above.

MEMORANDUM OF UNDERSTANDING

SUBJECT: CLASS SIZE

DATE: June 6, 2005

The Administration will, upon request, provide to the Association President information regarding actual District class sizes based on enrollment on the first, third and tenth student day of the fall semester for elementary, middle school and high school classes, and will also, upon request, provide actual high school class sizes based on enrollment on the first, third and tenth student day of the Spring semester.

This Memorandum of Understanding is not part of the Collective Bargaining Agreement and is not subject to the grievance procedure or to arbitration.