COLLECTIVE BARGAINING AGREEMENT

by and between

UPPER DARBY SCHOOL DISTRICT

and the

UPPER DARBY EDUCATION ASSOCIATION

July 1st, 2022 through June 30th, 2027

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AGREEMENT

THIS AGREEMENT is made and entered into this 1st day July 1, 2022 by and between the UPPER DARBY SCHOOL DISTRICT (hereinafter referred to as the "School District") and the UPPER DARBY EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), both of Delaware County, Pennsylvania, as follows:

ARTICLE I
BEST EFFORTS CLAUSE

§1. In consideration of the mutual agreements made during the course of the negotiations leading to this Agreement, the Upper Darby School District and the Upper Darby Education Association, hereby agree as follows:

A. The District and the Association will make every effort to maintain the highest quality and level of education for the students in the District.

B. That, in order to accomplish the above objective, it is agreed that the District, the Association and the teachers shall individually and collectively use their influence, abilities and best efforts to create, stimulate, maintain and enhance the educational atmosphere and to provide emphasis of the highest possible caliber upon delivery of quality educational instruction to the students of Upper Darby School District.

C. It is further agreed that such best efforts shall include renewed efforts by members of the bargaining unit and the Administration to improve the educational achievement of each student, to foster advances in personal and behavioral growth, and to stimulate interest, and achievement for each student.

§2. It is the expectation of the parties that this Agreement will encourage an increased degree of cooperation among teachers and administrators to meet the mutual goal of attaining the best possible education for each student in the Upper Darby School District.

§3. It is recognized that administrative practice involves teachers in the decision making process throughout the District. The District and the Association will strive to increase the extent of teacher involvement in the decision making process.

§4. In accordance with our goal to maintain the highest quality and level of education and prepare our students for successful living in a multicultural society, our best efforts will be made to increase the number of ethnic minority educators, administrators and staff. The District and the Association will make a joint effort with representatives of the Equity Committee to increase the ethnic minority presence in the District. This will consist of the following representation at job fairs, recruitment of ethnic minority student teachers and advertisements encouraging minority teachers to apply to the Upper Darby School District. [Ethnic minority shall mean those persons designated as ethnic minority by statistics published by the United States Bureau of the Census. This designation shall specifically include African-Americans, Hispanic, Asian, and Pacific Islander, an American Indian/Alaskan native.]

§5. In consideration of all students, teachers, administrators, staff and school employees to enjoy an environment of safety, the Board and the Association agree to establish and maintain a proactive, strategic plan that guarantees safe schools in the Upper Darby School District. Such strategic plan will include the following: early start and long-term commitment; strong leadership and disciplinary policies; staff development; partnering with families and the community; interagency partnerships and community linkages; and culturally sensitive and developmentally appropriate programs.

The Board and the Association further agree to the following formula; safe children and safe schools plus safe communities and safe families equal an optimum educational environment in the Upper Darby Schools.

The Building Administration will meet at least three (3) times per year with UDEA Building Representatives to discuss health and safety issues of concern to the faculty.

§6. It is the intention of the parties that this Article be a positive expression of their mutual expectations and that it does not confer new substantive rights, and the parties therefore agree that this Article shall not at any time be the basis for any grievance or any disciplinary action.

ARTICLE II
RECOGNITION

The School District hereby recognizes the Association as the exclusive collective bargaining agent for employees of the School District as set forth in a certification of the Pennsylvania Labor Relations Board dated May 27, 1971 and as amended on January 24, 1972 (PERA-R-508-E) as follows: In a subdivision of the employer unit comprised of all members of the professional staff not assigned to administrative and supervisory positions including teachers, librarians, guidance counselors, nurses, school social workers, and school psychologists, and Department Chairs, excluding all non-professional employees, supervisors, first level supervisors and confidential employees as defined in the Act.

ARTICLE III
PART TIME EMPLOYEES

§1. Part time employees are defined as those who work less than full time but more than two (2) full work days per week, or the equivalent thereof, the length of the work day being set forth in Article VI, Section 1.

§2. Bargaining unit members who are regularly employed on a part time basis shall receive one-half of the group insurance benefits provided for full time employees. They shall also receive tuition refund in the same amount per credit up to fifty percent (50%) of the maximum number of credits for full time employees. Sick leave, personal leave and compensation including any and all retirement incentive benefit shall be prorated based on the number of hours worked per week. For example, if a full time employee is eligible for a benefit totaling $15,000.00, a part time employee shall only be eligible for the proportional value of such a benefit.

§3. Part time employees shall be covered by all other provisions of this Agreement.

§4. Professional employees who are reduced from full time status to part time status as a result of a reduction in force shall be offered the right to return to full time status upon the occurrence of an appropriate permanent vacancy for which they are certified and for which they have greater seniority than any suspended professional employee certified to fill the vacancy. Part time professional employees who decline such an offer of a full time position as outlined above shall subsequently be offered the right to return to full time status only at the discretion of the District. Part time employees will be given consideration for full time employment along with other applicants.

ARTICLE IV
LONG-TERM SUBSTITUTE

The District and the Association hereby agree to the following provisions regarding coverage of long-term substitute teachers under the current collective bargaining agreement between the parties:

§1. "Long-term substitute" is defined, in accordance with Section 1101(c)(3) of the Public School Code of 1949, as any individual who is employed to perform the duties of a regular professional employee or temporary professional employee during a leave of absence for a period in excess of ninety (90) consecutive school days. Long-term substitutes will not be considered "Professional Employees" or "Temporary Professional Employees" where those terms as used in this Agreement refer to the School Code definitions,

§2. Long-term substitutes shall not be eligible for long-term leaves of absence, provided for under Article XXV of this Agreement, except as provided in Section 4 herein.

§3. Long-term substitutes shall not be covered under Article XXX, Transfers, provided, however, that long-term substitutes may request assignment to another building in which a vacancy exists. Assignment of long-term substitutes, however, shall be at the discretion of the District.

§4. Long-term substitutes who are continuously employed in consecutive school years are entitled to carry over unused accumulated Sick Leave, Personal Business Days and child rearing leave. Except in cases where substitutes are hired in consecutive school years, Sick Leave and Personal Days will be computed in the same manner as for newly hired employees.

§5. Long-term substitutes shall be eligible for the insurance benefits provided in Articles XV, XVI, XVII, XVIII XIX, and XX over the summer months if they were employed through the end of the preceding school year and were employed for ninety (90) consecutive school days during the preceding school year.

§6. Salaries of long-term substitutes shall be set at levels equal to the salaries of other teachers with the same years of experience and degree status.

§7. With the exception of Section 1 through 6 above, long-term substitutes will be covered under all applicable provisions of the collective bargaining agreement between the District and the Association.

ARTICLE V
LENGTH OF SCHOOL YEAR

§1. The school year shall be 191 days. For the duration of this contract, teachers will not be required to make up two (2) emergency closure days, if applicable, at the end of the school year. Newly employed teachers, in addition to the days set forth above, shall participate in not more than three (3) days (prior to the start of school) of orientation services.

ARTICLE VI
TEACHER DAY

§1. The length of the teacher day shall be defined in Exhibit "F" except on the last school day of the week and the day preceding a holiday. The teacher day will end as soon as the students safely exit the building.

§2. In addition to the above, each teacher shall be available for assignment for a maximum of twenty-five (25) hours per year including faculty meetings. Service to the school beyond the twenty-five (25) hours would be on a strictly voluntary basis.

§3. District-Wide Inservice Days: When the District holds a 'district wide' inservice day, the contractual work day shall be 8:00 am to 3:30 pm, inclusive of at least a 60 consecutive minute lunch for all Bargaining Unit Employees.

ARTICLE VII
LUNCH

§1. Each teacher shall be allotted a minimum of thirty (30) minutes for a duty-free lunch.

§2. The Administration shall allow an additional fifteen (15) minutes per day in the elementary schools to provide for teacher preparation time, except that in the case of inclement weather or safety concerns, teachers will supervise the children in their own classes during this additional fifteen (15) minutes. In the event that some schools allow for outdoor recess and do not declare inclement weather, the schools that maintain their students inside for recess shall result in classroom teachers being eligible for half day stipend.

§3. During the fifteen (15) minute preparation time, one day per week, the principal may assign elementary teachers to supervisory duty as follows:

A. Cafeteria duty.

B. Supervising serving line.

C. Remedial work with children.

§4. Elementary teachers will receive one (1) extra pay unit per semester for volunteer playground duty. In no case may a teacher be assigned to playground duty during this fifteen (15) minute period

without his/her consent. Refusal to accept playground duty shall in no way be construed to be a neglect of professional responsibility.

ARTICLE VIII
PREPARATION TIME

Definition: Preparation time is a time when a teacher does not have an assigned responsibility during the school day and may be used for planning, conferencing, or collaborating with staff members. In each building, building level representatives will meet with Building Administration to review the preparation time scheduling. Any disagreement at the building level will be brought to a higher level Administrator and a higher level Association representative.

§1. Each elementary teacher shall be scheduled for a thirty (30) minute preparation period each regular school day in addition to the prep period provided in Article VII. Each elementary teacher shall receive an additional thirty (30) minute preparation period within the student day per regular school day. The use of the thirty (30) minute preparation time will be used for activities directly related to the teacher's regular teaching duties and the School District's education program and when mutually agreed upon by the teacher and the elementary principal, can be used for meetings deemed urgent. During the time that students are in specials there is no obligation for teachers to attend meetings, participate in collaboration, data or grade level meetings, etc. unless such meeting is mutually deemed urgent. Teachers may be assigned to attend meetings in their home schools during the 8:15-8:45 prep time no more than 2 times per regular school week. Principals may use one of these days to assign planned collaborative, data and grade level meetings. Should the assigned meeting interfere with a teacher's only prep of the day, minus the prep provided in Article VII, another prep period will be provided that student day. This language will not apply to teachers at the Kindergarten Center as they have defined prep periods in their schedule.

§2. Elementary art, music and physical education teachers and librarians shall be given the equivalent or the same preparation time received by elementary teachers. Each special subject teacher shall be scheduled for at least a continuous thirty (30) minute preparation period each regular school day.

§3. Secondary teachers shall be so scheduled as to have at least one preparation period daily, or the equivalent thereof.

§4. Class Coverage:

Vouchers Eligible for payment:

A. Teachers who use a lunch or prep period to cover another teacher's class period or block due to no per diem substitute teacher available.

B. Teachers at the elementary level who take additional students for at least a half day to a full day (along with other grade level teachers) which result in class sizes over 25 students shall be paid at the voucher rate to cover for a teacher in that grade level who is absent without a substitute teacher to replace him or her.

Not eligible for payment:

A. Courtesy coverage among coaches who need to leave school early to attend a sporting event.

B. Coverage of a class during a duty period.

Payment for substitution:

Class coverage is paid monthly at the following rates:

	*Elementary School	*Middle School	*High School:	
Period:	N/A	$30	Period	$25
Full Day:	$45	$45	Block	$45
Half Day:	$25			

C. Social Worker/School Counselor Overload

a. In the event a school counselor at the secondary level inherits or obtains a case load in excess of 25% higher than the average caseload for a school counselor and the school counselor maintains this excess case load for at least 25% of the school year, said counselor will receive a bonus of $1000.00 so long as they receive a satisfactory end of year rating.

ARTICLE IX
CAFETERIA DUTY

§1. Except as provided in Article VII hereof, the principal can assign cafeteria duty with the exception of elementary teachers. The principal will request volunteers first before assigning individuals to cafeteria duty.

§2. At the secondary level, a $300 per semester stipend will be offered employees for cafeteria duty.

In addition, current incentives shall be continued. In the event that there are an insufficient number of volunteers in the secondary schools to provide needed coverage, the principal shall have the right to temporarily assign teachers to cafeteria duty.

A temporary assignment shall not exceed two (2) quarters or one (1) semester in any school year. If there are any changes in the schedule of a secondary school, the Board and the Association will have the right to review and make any necessary changes that are mutually agreed upon to provide comparable incentives.

ARTICLE X
SALARY

§1. 2022-2023 – Step Movement and Horizontal Movement for eligible employees. The attached salary schedules at Exhibit A reflect the additional money placed on the salary schedule. All Bargaining Unit Employees who were on steps 17a, 17b, and 17c in 2021-2022 shall move to step 17d. The regular salary schedule for all Bargaining Unit members who were on steps 1 through 16 in 21-22 shall be 16 steps. Step 16d shall receive an on-scale raise as noted in the attached salary schedules. See Exhibit A (Salary Schedules) and B (Step Progression Chart).

§2. 2023-2024 – Horizontal Movement for eligible employees. No Step Movement. The attached salary schedules at Exhibit A reflect the additional money placed on the salary schedule. The regular salary schedule for all Bargaining Unit members who were on steps 1 through 16 in 22-23 shall be 16 steps. Step 16d shall receive an on-scale raise. See Exhibit A (Salary Schedules) and B (Step Progression Chart).

§3. 2024-2025 – Horizontal Movement for eligible employees and Step Movement. The attached salary schedules at Exhibit A reflect the additional money placed on the salary schedule. The regular salary schedule for all Bargaining Unit members who were on steps 1 through 16 in 23-24 shall be 16 steps. Step 16d shall receive an on-scale raise. See Exhibit A (Salary Schedules) and B (Step Progression Chart).

§4. 2025-2026 – Horizontal Movement for eligible employees. No Step Movement. The attached salary schedules at Exhibit A reflect the additional money placed on the salary schedule. The regular salary schedule for all Bargaining Unit members who were on steps 1 through 16 in 24-25 shall be 16 steps. Step 16d shall receive an on-scale raise. See Exhibit A (Salary Schedules) and B (Step Progression Chart).

§5. 2026-2027 – Horizontal Movement for eligible employees. No Step Movement. The attached salary schedules at Exhibit A reflect the additional money placed on the salary schedule. The regular salary schedule for all Bargaining Unit members who were on steps 1 through 16 and 16d in 25-26 shall be 16 steps. See Exhibit A (Salary Schedules) and B (Step Progression Chart).

By way of further explanation, Exhibit "B" will show how a hypothetical employee on step 7 during the 2021-22 school year progresses across the salary schedule over the course of the contract.

§6. School Psychologists/Speech Therapists: Speech Therapists shall be paid the rate of 1.1 times their annual salary. School psychologists employed for ten (10) months shall be paid the rate of 1.2 times the annual salary of a regular teacher with respect to salary classification and years of experience; for school psychologists employed on an eleven (11) month contract, the rate shall be 1.3 times the annual salary of a regular teacher.

§7. Written notice of the step and column placement shall be given to each employee and to the Association. Any grievance alleging that such initial salary placement is incorrect or that such placement should be increased must be filed within thirty (30) days of the date of the written notice, and if no such grievance is filed within that period of time it shall be permanently barred,

§8. It is understood and agreed that salary schedule step is initially determined at the time of employment and is not necessarily equivalent to an employee's seniority, or to an employee's length of service creditable toward such benefits as sabbatical leave, which are calculated and determined on a different basis than salary step. Employees may be given credit for military service in determining years of teaching experience for salary placement at the discretion of the Superintendent.

§9. In order to be eligible for a step increase, or to be eligible for placement on the step indicated on the step placement chart, an employee must have worked or been in a paid leave status for ninety-one (91) or more work days during the previous school year. Paid leave for purposes of this Section includes sick, personal and sabbatical leave or any other leave for which full salary is paid.

§10. Employees who are on an unpaid leave of absence in any given year shall not be given step placement credit for that year.

§11. Employees who work part time or who work only part of the school year shall be compensated based on a prorated salary.

§12. Deductions from salary for days not worked and not covered by paid leave shall be at the rate of 1/ (number of days in the school year as required by Article V) of annual salary.

§13. Credits must have been taken AFTER THE DEGREE WAS AWARDED in order to be eligible for placement on a column requiring the degree+ credits.

§14. In order for an employee to be entitled/eligible for horizontal movement, credits for such movement must be earned through the approved provider list of schools. A list of the approved providers is attached at Exhibit "C". Employees may submit additional institutions for consideration to be included in Exhibit "C". Such approval of additional institutions shall be at the discretion of the Administration.

§15. In order to address employees currently enrolled in courses at the time of the ratification of this contract, employees who are currently enrolled in a previously approved course shall be grandfathered in so as to allow successful completion of that course to count for column movement.

§16. For employees enrolled in programs that would no longer be allowable under the new contract, such employees shall be able to remain in such program under the following conditions: (a) the employee was in an identified masters or doctoral degree granting program as of June 30, 2018; and (b) the employee must provide evidence substantiating that enrollment had occurred in such a degree granting program and that the courses that had been taken predate June 30, 2018. The following list of employees is the exclusive and exhaustive list of individuals who qualify to remain in a program that is no longer allowable under the contract. The list is marked at Exhibit "G".

§17. Horizontal movement on the salary schedule from one column to another shall be approved by the Board at the December and June Board meetings. Entitlement to the increased salary shall be effective either the first pay period of the academic year or the 14th pay period of the academic year as may be applicable. The employee shall be responsible for submitting appropriate documentation, including an official transcript, to the Personnel Office demonstrating entitlement to the salary

adjustment, provided that if the transcript is not available prior to the deadline, other appropriate evidence of course completion such as a grade slip will be temporarily accepted. In such a case the Bargaining Unit Employee shall have until the second Monday in February for a December approval and the second Monday in August for a June approval to provide the official transcript. Upon submission of the official transcript for a December approval, the compensation change shall be retroactive to the first workday of the semester in January. Failure to provide the official transcript will result in no movement for the bargaining unit member.

§18. All courses for which tuition reimbursement is approved shall be eligible for credit toward horizontal movement. Courses which would have been eligible for tuition reimbursement except for the maximum limitation shall also be eligible for salary credit.

§19. Employees hired after September 1, 1984 must possess an earned Master's Degree to be eligible for progression to the Master's + column of the salary schedule. Such employees earning a master's equivalency shall be eligible to progress only to the Master's column.

§20. All bargaining unit members shall be paid on the 26-pay schedule or on a 27-pay schedule depending on the calendar.

ARTICLE XI
RETENTION BONUS

(OFF-SCALE/NON-PSERS ELIGIBLE)

A. Amounts:

a. 2022-2023 -- $2,000.00

b. 2023-2024 -- $2,000.00

B. Eligibility:

a. In order to be eligible for a Retention Bonus, an employee must have worked or been in a paid leave status for ninety-one (91) or more work days during the previous school year. Paid leave for purposes of this Section includes sick, personal and sabbatical leave or any other leave for which full salary is paid.

b. The bargaining unit member must receive a satisfactory rating on the 2022-23 or 2023-24 evaluation as may be applicable to be eligible for the off scale bonus

c. The 2022-23 bonus will be issued to bargaining unit members who remain employed with the District during the second pay period in September of 2023 and the 2023-24 bonus will be issued for active employees during the second pay period in September of 2024

d. Employees who resign and are re-employed with another District or with any other public or private sector employer before the issuance of the bonus will not be eligible for the bonus

e. Employees who retire at the end of the 2022-23 or 2023-2024 school years shall be eligible for the bonus so long as they permanently retire into the PSERs retirement system.

f. An employee who dies between the completion of an applicable school year and issuance of the bonus will have the bonus paid to his/her estate.

ARTICLE XII
RELEASED TIME

§1. Each teacher may be given released time on a case by case basis at the discretion of the building Principal in conjunction with the Assistant Superintendent for Personnel based on unique circumstances such as parent meetings, school contests, special performances, etc.

§2. Each special education teacher who is certified in and assigned to special education will be given up to six (6) days per year, or if practical, the equivalent in half days, of released time to devote to completion of required special education paperwork on site (IEP's, CER's, etc.). Additional released time may be provided at the approval of the Building Principal and final approval of the Director of Special Education for exceptional circumstances, i.e., complicated cases, additional student load, special assignments, etc.

§3. Each Social Worker/School Counselor shall be provided two (2) days per year, or if practical, the equivalent in half days, of release time to devote to the completion of paperwork associated with 504 plans. Additional release time may be provided at the approval of the Building principal.

ARTICLE XIII
EXTRA PAY FOR EXTRA DUTY SCHEDULE

§1. The number of units applicable to provisions of the extra pay for extra duty schedule shall be the numbers set forth on said schedule which is attached hereto, marked Exhibit "D" and made part hereof. Nothing contained in said schedule shall be construed as requiring the School District at any time to maintain any of the positions noted thereon, it being understood that the School District has the sole and exclusive right to create any position on the extra pay for extra duty schedule, and at any time to add or delete there from.

§2. Federal Income Tax deductions from extra duty pay will be made at the lowest possible rate allowable under the Internal Revenue Code.

ARTICLE XIV

SPECIAL RATES (2022-2023 and 2023-2024)

§1.	Attendance at Required District Sponsored Professional Development	$22.77/hour
	Curriculum writing	$31.05/hour
	Direct Instruction of Students/Homebound	$36.23/hour
	Training Other Adults	$46.58/hour

SPECIAL RATES (2024-2025 and 2025-2026)

§2.	Attendance at Required District Sponsored Professional Development	$23.57/hour
	Curriculum writing	$32.14/hour
	Direct Instruction of Students/Homebound	$37.50/hour
	Training Other Adults	$48.21/hour

SPECIAL RATES (2026-2027)

§3.	Attendance at Required District Sponsored Professional Development	$24.39/hour
	Curriculum writing	$33.26/hour
	Direct Instruction of Students/Homebound	$38.81/hour
	Training Other Adults	$49.90/hour

§4. Present Upper Darby teachers will have preference for homebound teaching positions.

ARTICLE XV
RETIREMENT TERMINATION

§1, Each bargaining unit member who retires from the School District in accordance with the regulations of the Public School Employees' Retirement System, and who receives an annual retirement allowance from said System, will be eligible:

To receive a lump sum payment for unused sick days earned in the District in an amount equal to the number of unused sick days multiplied by the corresponding payment as follows (within the rights of Act 2004-63):

2022-2023 & 2023-2024	
Days at Retirement	Payment for Each Day
1-100	$41.40
101-200	$51.75 (for days over 100)
201- +	$67.28 (for days over 200)

2024-2025 & 2025-2026	
Days at Retirement	Payment for Each Day
1-100	$42.85
101-200	$53.56 (for days over 100)
201- +	$69.63 (for days over 200)

2026 - 2027	
Days at Retirement	Payment for Each Day
1-100	$44.35
101-200	$55.43 (for days over 100)
201- +	$72.07 (for days over 200)

§1. Retirement Incentive — For the duration of this agreement, the District will provide $15,000 retirement incentive to any bargaining unit member who retires under the PSERS eligibility rules, is superannuated or has reached 55 years of age and has 25 years of service and will retire with from PSERS but suffer a penalty, submits their letter to the District by March 15th during the 2018-19 school year and February 15th in each year thereafter of their retirement year and has 15 years of service to Upper Darby School District. This clause requires a minimum of 12 retirees to activate. The $15,000 retirement incentive will be paid as a Non Elective Contribution into the employee's 403 (b) account. There is no cash option. The employee must set up an approved 403 (b) vendor prior to separation from service or they will forfeit the retirement incentive.

ARTICLE XVI
MEDICAL BENEFITS

§1. Individual and Family Coverage

The School District will provide full coverage for each regular, full time bargaining unit member and their dependents for whom an application is on file with Independence Blue Cross PC 20/30/70, Keystone C2F2O1 or QHDHP HD3-HC1 , as those plans may be amended, or with another reputable insurance carrier selected by the School District providing benefits which are comparable to but not necessarily identical to the foregoing programs. A copy of the plan designs for each of the three plans offered is attached as Exhibit "E".

Beginning July 1, 2019, the QHDHP HD3-HC1 will be the core healthcare plan for new employees hired on or after July 1, 2019. New employees may buy-up to the Independence Blue Cross PC 20/30/70 plan or the Keystone C2F2O1 plan, however in doing so, the District shall only contribute its cost share to the QHDHP HD3-HC1 premium in a given year . New employees will be responsible for 100% of the difference to the cost of the buy up plan selected. The School District will not contribute any monies to the Health Savings Account associated with the QHDHP HD3-HC1

plan.The premium shares for the plans will be as follows for the term of the Agreement:

	20/30/70	**C2F2O1**	**QHDHP HD3-HC1 (with integrated prescription coverage)**
2022-2023	16%	15%	5%
2023-2024	17%	15.5%	5.5%
2024-2025	17.5%	16%	6%
2025-2026	18%	16.5%	6.5%
2026-2027	18.5%	17%	7%

§2. Prescription Coverage

The District will provide prescription coverage for employees and eligible dependents through Caremark with co-pays of ten dollars ($10.00) for generic drugs, thirty dollars ($30.00) for brand name drugs, fifty dollars ($50.00) for Non-Formulary drugs, and one hundred dollars ($100.00) for specialty drugs, as that plan may be amended, or with another reputable insurance carrier selected by the School District providing benefits which are comparable to but not necessarily identical to the foregoing Caremark program.

For maintenance drugs, the use of mail order to refill prescriptions for ninety (90) days, with co-pays of twenty dollars ($20.00) for generic drugs, sixty dollars ($60.00) for brand name drugs, one hundred dollars ($100.00) for non-formulary drugs, and one hundred dollars ($100.00) for specialty drugs. Step Therapy Program, in conjunction with the Prescription Drug Plan, shall be implemented during the 2019-2020 school year and each year thereafter.

Employees shall contribute the following percentages to the prescription premium:

2022-2023: 4%
2023-2024: 4%
2024-2025: 4%
2025-2026: 5%
2026-2027: 5%

§3. Insurance Carrier

The District reserves the right to designate carriers, to change carriers, and to convert to alternative method of coverage (including a comparable funding method), provided that the coverage mirrors the medical plans identified in this agreement.

§4. Safety Net/Professional Licensure Reimbursement

The School District will provide up to $30,000 per year to assure that no bargaining unit member suffers a loss of gross pay due to the new schedule, and the increased percentage of premium sharing

provided that the bargaining unit member has made the same medical insurance elections as the previous year. To be eligible, a bargaining unit member who believes that he/she will suffer a loss of gross pay must notify the Association/District at least 2 weeks prior to the first pay of the academic year.

At the conclusion of each school year, and after any of the 'loss of gross pay' payments have been made, any Bargaining Unit Employee who was required to pay an annual or biannual professional licensure or certification fee or similar as a condition of maintaining their employment for their assigned position and/or duties shall be eligible for reimbursement of 100% of the net cost for such licensure or certification out of the remaining funds. The Bargaining Unit Employee shall submit receipt for such expense to the business office no later than the final workday of each school year.

No payments shall be made until after the last workday of each school year. Payment to occur in the last pay of June. If the total amount of reimbursements exceeds what is left in the safety net fund, the reimbursements will be pro-rated proportionally across all recipients. In no case, shall the District ever provide reimbursements which would exceed 30,000 in aggregate in any school year.

If an employee leaves the District, (except in the case of retirement) within five years of reimbursement, they shall reimburse the District based on the following schedule: 100% of the reimbursed amount must be paid back to the District should they leave within 1 or 2 years following reimbursement, 75% should they leave within the 3rd year following reimbursement, 50% should they leave within the 4th year following reimbursement, and 25% should they leave within the 5th year following reimbursement..

§5. Payment of Employee's Medical Premiums During Leaves of Extended Absences

a. Sabbatical Leave - All premiums for hospital and medical insurance shall be paid by the School District up to the amount of the premium paid by the School District in paragraph 1 of this Article during the period of time when an employee is on Sabbatical Leave.

b. Special Leave Without Pay - All employees who are on Special Leave Without Pay and ineligible for Family Medical Leave Act shall have the option of making their own premium payments for medical, prescription, vision and dental insurance and thereby remaining members of the group for plan purposes. Employees on leave without pay will be billed for the cost of benefits for any month in which they do not work at least one day. The School District shall not be responsible for the payment of such premiums.

c. Child-Rearing Leave - All employees who are on Child-Rearing Leave and ineligible for Family Medical Leave Act shall have the option of making their own premium payments for medical, prescription, vision and dental insurance thereby remaining members of the group for plan purposes. The School District shall not be responsible for the payment of such premiums.

d. Extended Medical Leave - All employees who, for medical reasons, are granted leaves of absence without pay extending beyond sick leave time mandated by statute or by School District policy and ineligible for Family and Medical Leave Act shall be continued as participants in the hospitalization and medical programs of the District in accordance with the following:

i. The School District shall assume the insurance expense up to the amount of the premium paid by the School District in paragraph 1 of this Article during such part of the extended period computed at the rate of two months for each full year of service, but in no event longer than one year, and in no event beyond retirement or termination of employment of the employee.

ii. Employees on extended medical leave beyond the period where insurance is provided by School District under subparagraph (a) hereof, and who have not retired or whose employment has not been terminated, shall have the option of making their own premium payments for medical and health insurance thereby remaining members of the group for plan purposes.

§6. Retiree Healthcare Coverage

The District shall provide qualifying retirees with healthcare coverage consistent with the requirements of Section 5-513 only. No additional healthcare benefits and/or coverage shall be provided that extend beyond the requirements of the School Code.

ARTICLE XVII
EMPLOYEE ASSISTANCE PROGRAM

The District will select and pay one hundred percent (100%) of the premium for an employee assistance program.

ARTICLE XVIII
DENTAL BENEFITS

§1. The School District will provide full coverage for each regular, full-time bargaining unit member and their eligible dependents for whom an application is on file through Delta Dental or another reputable insurance carrier selected by the School District providing dental benefits, which are equal to or better than the Delta Dental PPO Plan. The Delta Dental PPO plan includes coverage for Periodontics, Prosthodontics, and Major Benefits (crowns, inlays, onlays and cast restorations), up to eighty percent (80%) UCR. Coverage for orthodontics is fifty percent (50%) UCR.

§2. The District will provide one hundred percent (100%) of the premium for the Delta Dental PPO plan for full time employees and their eligible dependents selecting such coverage. The maximum benefit payable is $1,500 per year per person. The maximum orthodontic lifetime benefit for each member and their dependents is $1,100.

ARTICLE XIX
VISION BENEFITS

The District will select and pay one hundred percent (100%) of the premium for basic vision care coverage for full time employees and their dependents selecting such coverage.

ARTICLE XX
LIFE INSURANCE

Each regularly employed full time and part time bargaining unit member will receive life insurance coverage in the amount of Fifty Thousand Dollars ($50,000) for full time employees and Twenty-five Thousand Dollars ($25,000) for part time employees. Employees sixty-six (66) years of age or older shall receive life insurance coverage in a fare amount equivalent to that which can be purchased by a premium equal to that paid for the above coverage for an employee age sixty-four (64).

ARTICLE XXI
INCOME PROTECTION

Each member of the bargaining unit will be insured under an income protection plan to be purchased by and the premium for which shall be paid by the School District. Participation in the plan shall be subject to the terms and conditions set forth by the insuring company in the policy or plan. Coverage: $2,000 per month for a maximum of five (5) years due to accident and two (2) years for sickness. Benefits shall begin in each year hereof on the 31st calendar day following the accident or sickness, or at the expiration of sick leave, whichever is later, and when added to any other benefits payable from any source may not exceed 66 2/3% of salary.

ARTICLE XXII
TUITION REFUND

§1. Upon presentation of proper evidence of course completion, the School District will refund tuition up to the greater of $100.00 per approved graduate credit or Seventy-Five percent (75%) of the tuition cost for a PSU University Park graduate credit with a maximum of six (6) credits, reimbursement for courses taken during each fiscal year from July 1 to June 30.

§2. All courses must be taken from schools on the approved provider list at Exhibit "C". Six (6) credits may be taken on-line. Employees who are currently enrolled in a previously approved course that would no longer be approved under the new contract shall be grandfathered in for tuition refund for the course they remain in only. All future courses must be taken from an approved provider.

§3. All courses must be approved for each employee in writing prior to enrollment by the Superintendent or his/her designee as defined in paragraph 1. Proper evidence of course completion is defined as receipt of a grade of "A" or "B" and proof of payment of tuition by the employee seeking the refund. The date of the last class shall be the date for determining the amount of payment. Requests for tuition refund must be submitted within ninety (90) days of course completion.

§4. Tuition refund will be made only for graduate credits taken to improve the employee's professional competence in his/her present assignment or to further a career objective in the field of education Tuition refund will be paid only for graduate credit courses related to the Professional or Temporary Professional Employee's present assignments; or for a new area of teaching certificate or leading to an advanced degree in education. Online courses may be applicable with the following restrictions:

a. The university offering the course must be established, accredited with on-campus classes as well as a distance education program.

b. The university offering the course must provide a syllabus, detailed information regarding the course and its requirements for credit, an official transcript upon completion of the course, and a contact person to answer questions regarding its distance education program.

c. The employee will only be permitted 6 credits of reimbursement per year for online Courses

§5. No refund will be made for that portion of any tuition payment which has been made or is payable by a grant, scholarship or any other source other than the employee seeking the refund,

§6. No tuition refund shall be made for courses taken during unpaid leaves of absence.

§7. Employees who leave employment with the District within one year of receiving tuition reimbursement, including Education Leadership courses, will be obligated to repay the District the amount reimbursed, unless said employee goes out on disability pension within that one year period. If the employee fails to pay prior to leaving, the District may withhold the cost of tuition reimbursement money from the employee's last paycheck. The Superintendent may waive this provision in the case of a proven hardship such as active military duty call-up or other circumstance beyond the employee's control. If an employee leaves the District within five years of reimbursement, they shall reimburse the District based on the following schedule: 100% of the reimbursed amount must be paid back to the District should they leave within 1 or 2 years following reimbursement, 75% should they leave within the 3rd year following reimbursement, 50% should they leave within the 4th year following reimbursement, and 25% should they leave within the 5th year following reimbursement..

§8. Speech Language Pathologist Continuing Education Units ("CEU") Access:

A. The District shall provide individual site licenses for all Speech Language Pathologist Bargaining Unit Employees, such that the SLP's can access via the site, CEU's at no cost to the SLP.

ARTICLE XXIII
PERSONAL PROPERTY

§1. The district annually will budget a sum of Four Thousand Dollars ($4000), which shall be used as a source of reimbursement to professional employees for the deductible amounts which professional employees must pay under their personal insurance coverage. This fund shall be utilized with respect to claims arising out of property damage to 1) the employee's personal automobile while it is parked on school property during the working day or during school sanctioned events, practices, or meetings; and 2) equipment brought into school premises for educational purposes.

§2. Claims for the Current school year are to be submitted no later than May 15th to a committee comprised of two (2) representatives selected by the District and two (2) representatives selected by the Association. Claims are to be in writing and must include a copy of the insurance claim, a copy of the cancelled check showing payment of the deductible amount, and when necessary a copy of a policy accident report. No claims will be paid if the loss was due to the negligence of the professional employee.

§3. The committee will make its decision regarding all submitted claims by the last day of the school year. If the committee is deadlocked concerning the payment of a claim, then such claim can be taken to arbitration in accordance with Article XXXIV, Step IV of the bargaining agreement, at the discretion of either party.

§4. No payment of any claim shall exceed $4000. If the amount of the allowed claims exceeds $4000, the $4000 sum will be prorated among the claims allowed by the committee.

ARTICLE XXIV
NOTIFICATION OF SICK LEAVE

Each professional employee shall be notified of his accumulated sick leave during the month of June, and upon termination of employment. In the event the Administration has reason to believe an employee has misused their sick leave, the Administration may require the production of a doctor's note. Employees may use up to five of the allotted 10 days per year for the care of an immediate family member including, child, spouse or parent if the parent makes his/her home with the employee.

ARTICLE XXV
PERSONAL BUSINESS DAYS

§1. Upon the approval of the Superintendent, each bargaining unit member during his/her first three (3) years of teaching in Upper Darby schools shall be eligible to use two (2) days per school year for personal business.

§2. Commencing in his/her fourth year of teaching in Upper Darby schools, each bargaining unit member shall be eligible to use up to five (5) personal days per school year for personal use for which no reason need be given.

§3. Personal use days may not be used on the first or last day of the school year or on working days immediately before or after holidays in the Upper Darby School Calendar. Notice of intent to take a personal day shall be no less than that required for use of sick leave.

§4. Personal business days which remain unused at the end of any school year may be carried over and accumulated to a maximum of five (5) days, including the two (2) new days granted in each school year.

A. Unused personal business days which, if carried over, would result in an accumulation in excess of five (5) days at the start of the following year shall be converted to sick leave and added to accumulated unused sick leave,

§5. Religious Holidays The usage of personal leave, sick leave, and leave without pay for bona fide religious observance shall be permissible, as follows:

A. Religious holidays may generally be observed as either personal leave or as leave without pay, at the option of the individual.

B. The first three (3) religious holidays may be observed if requested in advance to the Personnel Department as "sick days" converted to personal days for this specific use. Faculty members requesting observance of additional religious holidays may be used as either personal days or days without pay.

ARTICLE XXVI
CHILD REARING LEAVE

§1. Upon written application to the Superintendent, child rearing leave, without pay, shall be arranged for a specific period. Application for this leave must be submitted to the Superintendent, in writing, at least sixty (60) days prior to the effective date requested. The bargaining unit member granted such child rearing leave must specify the length of leave requested. Child rearing leave shall not exceed a total period of twelve (12) months unless specifically approved by the Board of School Directors. Non-Family Medical Leave Act childrearing leave must coincide with the expiration of a school semester. This will allow the district to retain long-term substitutes to ensure teaching consistency in the classroom. Notwithstanding a specified date in the original application for child rearing leave, a bargaining unit member granted such child rearing leave must submit a notification of intention to return from such leave in writing to the Superintendent at least thirty (30) days prior to the specified date of return, A bargaining unit member may request earlier reinstatement upon submission of a written application therefore to the Superintendent prior to the earlier requested return date; however, any return prior to the date originally specified shall be at the option of the Board of School Directors.

§2. Any bargaining unit member adopting an infant preschool child shall be eligible for a child rearing leave consistent with a child rearing leave for a natural parent. Such child rearing leave for an adoptive parent shall have a maximum duration of twelve (12) months from the day such adoptive parent receives custody of the infant preschool child.

§3. Upon termination of child rearing leave, the employee shall be reinstated to the position held before commencing the leave of absence, or an equivalent position. Nothing in this subsection shall be construed to require the employer to maintain existence of the position held prior to commencement of the leave.

§4. Whenever a teacher is absent from work as a result of a disability relating to and/or resulting from pregnancy and/or childbirth such employee shall have the right to utilize current and accumulated sick leave and/or current personal leave on the same terms and conditions as required by the School District to be met by a bargaining unit member in the case of other disabilities. Sick leave may only be utilized during the disability period for an employee out on a childbirth/pregnancy leave.

ARTICLE XXVII
SABBATICAL LEAVE

Sabbatical leaves of absence commencing or after September 1, 1991 will be governed by the provisions of the School Code, Sections 1166-1171, as amended.

ARTICLE XXVIII
RELEASED TIME FOR PROFESSIONAL DEVELOPMENT

The Superintendent has the authority to grant released time, without loss of any pay for staff members to visit other schools, research projects, and special education programs when such visits are planned to benefit the educational programs of the Upper-Darby School District. Where requests are denied at the building level due to lack of available funding, the requests shall be forwarded to the Superintendent's office for consideration.

ARTICLE XXIX
TEACHER ASSIGNMENTS

§1. Before the close of school in June, teachers shall be given written notice of their tentative assignment or subject and grade level for the forthcoming year.

§2. In the event that any change is made by the Administration during the summer, as much notice as is reasonably possible shall be given to the affected teachers. The Administration shall use its best efforts to provide notice at the earliest date. The School District will send such notice by United States certified mail to the affected employee.

ARTICLE XXX
TRANSFERS

§1. An employee may annually request a transfer to a different building by submitting a written request to the Superintendent by not later than February 15th setting forth reasons for the transfer, the position sought and the employee's qualifications. The District will post a list of known vacancies for the following school year on or about June 1st of each year. The District will consider employee requests for transfers prior to filling vacancies with outside applicants. Seniority will be a factor in

considering requests for a transfer. Principals will be encouraged to give strong consideration to teachers who have been in a school five or more years.

§2. Where one or more teachers must be transferred out of a building due to a decline in the number of positions in the building, the District will seek and consider volunteers for such transfers, provided that final decisions concerning the selection of individuals to be transferred whether voluntary or involuntary, shall remain within the discretion of the Administration. Notification of available positions will be posted in all buildings and on the District website.

§3. In event of District reorganization or school building closing which necessitates teacher transfers, the District will first seek and consider volunteers to accomplish such transfers. If additional transfers are necessary, then the District agrees to transfer employees according to the following procedure:

A. The District will post a list of positions which remain vacant in the buildings and website. An employee who will be affected by an involuntary transfer will indicate three (3) preferences for listed buildings other than the building from which he/she is being transferred. The District will have the right to transfer each employee to any of the three (3) preferred buildings,

B. If the District is unable to accomplish the transfers according to employee preferences, then the least senior employee will be transferred outside of his/her preference.

C. Exceptions to the strict application of this procedure may be made at the discretion of the Superintendent where necessary for the good of the educational process, provided that such exceptions are not arbitrary or capricious.

§4. In the event of the opening or reopening of a school, the District will seek and consider volunteers for transfer to the opened or reopened school provided that final decisions concerning the selection of individuals to be transferred, whether voluntary or involuntary, shall remain within the discretion of the Administration. Notification of available positions will be posted in all buildings and District website.

§5. For the purposes of this Article, a change of assignment within the same building will not be considered a transfer.

§6. Employees being transferred will be notified of their assignment no later than the last day of the preceding school year unless that is not reasonably possible. In the event that a change in assignment is needed after such notice is given, the District, will give as much advance notice as possible. The School District will send such notice by United States certified mail to the affected employee.

ARTICLE XXXI
NOTIFICATION OF VACANCIES

§1. All vacancies in professional positions will be posted on all bulletin boards and on the Talent Ed Recruit and Hire web site for a reasonable period of time, but not less than 5 work days, prior to the recruitment of candidates. Note: UDEA teachers will need to login as an internal candidate to see a majority of the postings online.

§2. Anyone interested in positions that might become available during the summer should leave his/her name and position that would interest him/her, along with the address where he/she may be contacted, with the Personnel Office. If a position should become available, those having indicated their interest will be notified by the Administration. The Association President will receive written notice of vacancies in a timely manner from the District.

ARTICLE XXXII
SUSPENSIONS AND/OR LAYOFF S IN ORDER OF SENIORITY

§1. Whenever a professional employee, as defined in the Public School Code of 1949, as amended, is to be suspended for any of the reasons set forth in §1124 of the School Code, such suspensions shall consistent with the requirements of 1125.1 of the School Code. Whenever a temporary professional employee with a satisfactory rating is laid off such layoffs shall be in inverse order of seniority among the teachers within an area of certification. Temporary professional employees within an area of certification shall be laid off prior to suspension of any professional employee.

§2. Reinstatement from suspension or layoff shall be in reverse order of suspension or layoff.

§3. To be considered available for reinstatement a suspended professional employee or a temporary professional employee on layoff must annually report to the District his/her current address and intention to accept the same or a similar position when offered.

§4. If two or more professional employees or temporary professional employees have the same length of service as a professional or temporary professional employee, the employee first approved for employment by the Board of School Directors shall be deemed to have greater seniority. If their employment has been approved by the Board on the same date seniority shall be determined by the date and time of employment signup with the Assistant Superintendent of Personnel or his designee.

§5. There shall be annual publication of the seniority status of all professional employees and temporary professional employees, which lists shall be conclusive unless a written objection is filed with the Superintendent within thirty (30) days of such publication.

§6. Should any dispute arise as to a teacher's seniority or approved leave of absence, such dispute can be resolved through the grievance and arbitration procedures provided for in this Agreement. If a seniority dispute does not concern the School Board it shall be resolved internally by the employees involved and the Association. If necessary, the dispute shall be settled by arbitration, without the School Board being a party, and the final determination shall be binding on the School Board.

§7. Where temporary vacancies exist in the District as a result of an approved leave of absence granted to a professional or temporary professional employee, the District shall offer to suspended or laid off employees who are properly certified the opportunity to fill such vacancies as long term substitutes prior to seeking outside candidates for such substitute service. During such substitute service, suspended or laid off employees shall be paid at their regular rate of pay. However, such employees shall continue to accumulate seniority during such period of substitute service, as they shall continue to be on suspension or layoff status from their permanent status, pending reinstatement.

§8. It is the intent of the Board and the Association that this Article shall take precedence over 1125.1 of the School Code and shall govern the calculation and application of seniority for the purpose of suspension or layoff so long as that it legally permissible. In the event it becomes legally impermissible to effect or implement the provisions of this Article, it is the intention of the parties that their rights and obligations with respect to suspensions or layoffs be governed by the applicable provisions of law.

ARTICLE XXXIII
PROFESSIONAL EVALUATION

§1. All teachers, tenured or non-tenured, will be rated in accordance with the Act 13 of 2020 or any applicable law that the District must comply with under state law.

§2. Copies of any observation or evaluation made of a bargaining unit member which will become part of his/her professional record shall be reviewed by the administrator with the employee, and the employee shall initial and date the document before it becomes a part of his/her record. An unsigned copy of the observation or evaluation shall be available to the employee. Where a teacher is given an adverse evaluation, then such teacher shall have the right to request a postponement of the conference for a reasonable time to review the evaluation.

§3. Employees shall be given a copy of their observation report within a reasonable period of time after their observation.

§4. The initial formal observation of the school year shall be utilized to assist teachers in improving instructional skills, provided that this shall not preclude the gathering of any objective data whether favorable or unfavorable.

§5. Whenever reasonably possible, subsequent observations or evaluations, whether formal or informal, shall be utilized to assist teachers in improving instructional skills.

§6, All charges against an educator's professional practice shall be presented to him/her in writing. A copy, initialed and dated by the employee, will be placed in his/her personnel file. None shall be placed in his/her present file without his/her knowledge. The employee shall have the right to submit a written response to any adverse evaluation and/or charge which shall be attached to the file copy.

ARTICLE XXXIV
GRIEVANCE PROCEDURE

§1. Definitions

A. A "grievance" shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.

B. An "aggrieved person" is the person or persons making the claim, including the Association. In the event the Association presents a grievance pursuant to this Article, such grievance shall designate the names of each bargaining unit member on whose behalf the Association has presented such grievance. The grievance so presented by the Association shall apply only to those bargaining unit members identified by the Association upon the filing of the grievance.

§2. General Principles

A. In the event a grievance is filed on or after the end of the school year, the parties shall make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon thereafter as practicable.

B. Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step in the procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.

C. No documents, communications or records dealing with the processing of a grievance shall become part of the personnel files of any of the participants and they shall be held confidential.

D. The Association or its designated representative may withdraw the grievance from the grievance procedure at any time.

E. Time limits may be extended by written mutual consent of both parties.

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

G. Grievances shall be processed on the form attached hereto as Exhibit H.

§3. Procedure

The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four-step process which is described in the following paragraphs.

Step I.

Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, as attached hereto and made a part hereof, to the building principal or other appropriate level of management within twenty (20) calendar days after its occurrence or within twenty (20) days after the grievant had reasonable opportunity to be aware of its occurrence. The building principal shall reply, in writing, to the grievance within twenty (20) calendar days after initial presentation of the grievance.

Step II.

If the action in Step 1 above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the principal's response to the grievance, to the Superintendent within ten (10) calendar days of receipt by the grievant of the principal's written disposition. The Superintendent shall reply in writing within a period of thirty (30) calendar days. By mutual agreement between the Superintendent and the Association representative, informal hearings or conferences may take place at this step of the procedure in an effort to clarify facts, issues or positions and/or to facilitate settlement of grievances where possible. Neither party shall unreasonably deny a requested hearing or conference.

Step III.

If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievant, or his or her representative, shall transmit the grievance, together with a written statement of the reasons for dissatisfaction with the disposition of the grievance by the Superintendent, to the Board of School Directors within ten (10) calendar days of receipt of the Superintendent's written decisions. The Board of School Directors shall render a decision in writing within twenty (20) days. A meeting or a hearing, if requested, may be held within the time frame above, at the discretion of the Board.

Step IV.

If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred by the Association to binding arbitration, as provided in Section 903 of Act 195 providing such referral is made in writing within thirty (30) calendar days following the date of the decision referred to in Step III. Notice of such appeal shall be given in writing to the Secretary of the Board.

Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall be without jurisdiction to render an award contrary to law or to add to, modify, vary, change or remove any term of this Agreement.

ARTICLE XXXV
DISCIPLINARY ACTION

§1. No member of the bargaining unit shall be disciplined or discharged without just cause.

§2. Notwithstanding the above provision, a temporary professional employee or non- tenured employee who is dismissed shall not have the right to bring a grievance based upon the provisions of this Article, but shall be entitled to such rights as are provided under the Public School Code, as amended.

§3. The time limit for the filing of a grievance over an employee's discharge shall begin thirty-one (31) days after the employee receives written notice of the discharge as provided in Section 1130 of the Public School Code.

§4. In the event that an employee or the Association appeals a discharge through the Grievance Procedure as provided in Article way, then the employee and the Association shall be deemed to have waived the right of appeal to a court or administrative agency concerning such discharge.

§5. Where an employee is required to attend a meeting with the Board or Superintendent or other supervisory official of the District which is expected to result in disciplinary action or the consideration of disciplinary action against the employee, or which could lead directly to the dismissal of the employee, the employee shall have the right to request that an Association representative be present at such meeting to advise and/or represent him/her.

ARTICLE XXXVI
LABOR/MANAGEMENT MEETINGS

§1. This committee shall consist of not more than three (3) administrators and not more than three (3) representatives of the Association. The Committee shall normally meet once a month during the school year with not more than two (2) months elapsing between meetings, except by mutual agreement. The Committee shall be required to meet and discuss on policy matters affecting wages, hours, and terms and conditions of employment as well as the impact thereon, upon request by public employee representatives or Board representatives.

§2. The committee will act in compliance with the applicable provisions of the Public Employe Relations Act, Act 195.

ARTICLE XXXVII
ASSOCIATION PRIVILEGES

§1. The Association and its representatives may, with the prior approval of the Superintendent or an authorized representative, use school buildings at reasonable times for meetings. Arrangements for such meetings shall be made with the Superintendent in accordance with Board policy.

§2. The Association shall have, in each school building, the use of bulletin boards, subject to the availability of space.

§3. The Association shall be allowed the use of existing inter-school mail and other available communication facilities for delivery to Association representatives. The Board assumes no responsibility for delivery.

§4. The Association will be given access to the names and addresses of newly employed teachers, with their permission, following the approval of their contracts.

§5. All bargaining unit members shall be provided with a copy of the current agreement between the Association and the Board following its approval. New employees shall be provided with a copy at the time of hire.

§6. The Board agrees to make available for examination by the Association, in response to requests, all available non-confidential information concerning the education program and the financial resources of the District. Such information shall be made available within a reasonable time.

§7. The Association shall have thirty (30) days to attend Association conferences and meetings. The Association will notify the Administration through the channels of Labor/Management Meetings in a timely manner. The Association will pay the substitute rate. Whenever practicable, the Association shall submit the names of any Association representative no later than two (2) weeks prior to the date of Association business.

§8. Whenever any representatives of the Association or any professional employee is mutually scheduled by the parties to participate during the school day in negotiations or grievance proceedings, he/she shall suffer no loss of pay, and shall be provided with released time from his/her regular duties.

ARTICLE XXXVIII
MAINTENANCE OF MEMBERSHIP

§1. Any professional employee who is included in the unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of the Association, must remain a member of the Association for the duration of this Agreement, provided that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement. A notation to this effect shall be placed on the written dues deduction authorization to be signed pursuant to Article XXXIX hereof.

§2. A. Any employee covered by this Agreement who is a member of the Association, or who joins the Association during the term of this Agreement, shall remain a member of the

Association for the duration of this Agreement, provided that any such employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

B. Notwithstanding the provisions of Sections A and B above, any employee covered by this Agreement who is a member of and adheres to the established and traditional tenets or teachings of a bona fide religious body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the union; provided, however, that each employee shall be required to pay, in lieu of a fair share fee to the union, a sum equal to the fair share fee to any of the following non-religious charitable organizations which are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code: 1) United Way, 2) American Heart Association, 3) American Cancer Society, 4) The Upper Darby Scholarship Fund, 5) the Upper Darby Education Association Scholarship Fund.

C. In the event of any dispute whatsoever over the provisions of this Article of the compliance by any person or party with the requirements of this Article, the dispute shall be resolved in accordance with the applicable provisions of the law.

D. The Association shall indemnify and save the District harmless from all claims, suits, and judgments or from other forms of liability resulting from the District's compliance with this Article. The Association and the District agree to comply with all requirements of law relevant to agency shop/fair share. Copies of all reports or documents filed with the Secretary of Labor and Industry pursuant to the agency shop law shall simultaneously be given to the Secretary of the Board of School Directors.

E. In the event that any part of this provision is contrary to the provisions of law, then the District and the Association shall attempt to mutually agree on a replacement Article.

ARTICLE XXXIX
DUES DEDUCTION

§1. Deduction

The Board shall provide for the deduction of Association dues from the payroll of all employees authorizing such deductions. (Sample form attached hereto as Exhibit I.) In each year of this Agreement, equal deductions shall be made in ten (10) consecutive pays. The Association shall be paid by check each month, following the regular Board meeting, the full amount of deductions withheld during the prior month. Employees terminating service shall have deducted from their final pay the balance due to the Association,

§2. Failure to Deduct

If any bargaining unit member terminates employment with the School District with less than fifteen (15) days remaining between the date of such termination and the due date of the bargaining unit member's next paycheck, and if the School District fails to make the payroll deduction of Association

dues, as hereinabove provided, from the paycheck of any bargaining unit member so terminating employment, there shall be no responsibility or liability on the part of the School District for failure to make the deduction.

ARTICLE XL
MAINTENANCE OF STANDARDS

All items jointly agreed upon by the Upper Darby Education Association and the Upper Darby Board of School Directors are to be in addition to or revision of agreements now in effect.

ARTICLE XLI
MANAGEMENT RIGHTS

§1. The Board hereby reserves to itself the authority conferred upon it by law. Such authority shall not be deemed to be limited, except by the express provisions of this Agreement.

§2. It is understood and agreed that the Board has the exclusive right under the School Code to formulate, modify or approve District policy. The Board with the advice of its management officials also retains the right to initiate policy proposals or amendments at its discretion.

ARTICLE XLII
NO STRIKE - NO LOCKOUTS

It is agreed that there shall be no strike, as that term is defined in the Public Employee Relations Act (Act 195), during the term of this Agreement, and the School District will not engage in any lockout during the term of this Agreement,

ARTICLE XLIII
SEPARABILITY CLAUSE

In the event any provision of this Agreement is found to be inconsistent with any statute or law, the provisions of such statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE XLIV
WORKER'S COMPENSATION

§1. Should an employee become injured on the job and be unable to perform his or her duties as a result of such injury, he/she shall be entitled to receive the equivalent of his/her regular pay without deduction from sick leave for the first five (5) days that he/she is unable to work due to the injury; provided, however that should an employee remain injured and be unable to perform his/her duties for a period fourteen (14) calendar days, he/she shall be required to pay back to the District any money that he/she receives from the District's Workers' Compensation carrier representing wages for the period of injury during which he/she was paid by the District under this provision.

§2. An employee who is absent due to disability caused by a job related injury which is compensable under the Workers' Compensation procedures shall have the option of returning all Workers' Compensation checks to the District and utilizing accumulated sick leave. An employee electing this option shall receive full salary and retirement credit and will be charged with one-third (1/3) of a day of accumulated sick leave for each full day of paid absence. If the injury continues after sick leave has been exhausted, the employee may then retain all Workers' Compensation payments. This option may be elected for all or any part of the absence.

ARTICLE XLV
VIRTUAL LEARNING

A. School Based Virtual Learning Committees

i. Each school shall establish a school-based committee

ii. Committees shall meet quarterly

iii. Communication from the committee would help to make sure processes are being followed and to address other concerns specific to this Article

iv. In addition, the committees shall review issues involving the re-staffing process if virtual numbers changed in the first weeks of school

v. Establish a process for moving from one model to another

vi. At the elementary level - decide if a student should be an asynchronous/synchronous student with the understanding that a student's ultimately placement decision is one involving the administration in consultant with the parent.

vii. Any change in model selected by the student would have to occur during the semester break or marking period, this would be reviewed by the committee. This provision is subject to requirements under the Individuals with Disabilities Education Act and/or Section 504 of the Rehabilitation Act of 1973.

B. Virtual Learning

i. Teachers would teach in a virtual environment based on volunteers first

ii. The determination of the teacher of record for a particular online synchronous course shall be at the discretion of the District. However, any bargaining unit member assigned to teach an online synchronous course, shall receive the requisite training/professional development.

iii. Virtual students shall be rostered together in the same course/class.

iv. The Administration shall develop internal administrative regulations surrounding the movement of students between all learning models. The Association shall collaborate with the Administration on such guidelines. Any guidelines developed shall adhere to the requirements of state and federal law

v. Virtual (combination of in-person + virtual students) Class Size Thresholds: Below represents the Virtual Class Size Thresholds that the District shall utilize. Any change in the Virtual Class Size thresholds shall be negotiated and mutually agreed upon by the parties before it shall be implemented. In addition, a student who moves from in-person to a virtual model is NOT guaranteed the same teachers the student had when the student was in-person, but is guaranteed to remain in the same school. The student shall be placed into the designated virtual teacher's period/class as long as that teacher's total class size is not above the following class size caps, unless the virtual teacher agrees. A virtual teacher would earn a stipend ($5.00 dollars per student, per day, per subject) if the number of virtual students rostered in the class results in the total class size exceeding the following thresholds. (This section and eligibility for the stipend is not applicable to teachers who teach a fully in-person class)

a. Kindergarten -25

b. Elementary (K- 5) – 28

c. Middle School (6- 8) – 30

d. High School (9-12) – 30

vi. The District shall create a board policy including language for synchronous and asynchronous learning

vii. A teacher of a FULLY VIRTUAL (Asynchronous or synchronous or a combination of both but no in-person students) class/course shall not receive a stipend so long as the class size is equal to or below the thresholds stated below. Should a fully virtual teacher agree to go beyond the cap, a stipend will be paid of $5.00 dollars per student, per day, per subject for any student above the cap:

a. Kindergarten – 25

b. Elementary (K- 5) – 28

c. Middle School (6- 8) –32

d. High School (9-12) – 32

viii. Elementary Subjects are defined as Reading, Writing, Math, Science, and Social Studies and Specials

ix. Class/Course for the purpose of the applicability of the stipend at the MS/HS includes all subjects, including Flex.

x. Asynchronous students would receive recordings pertaining to the lessons through a Schoology, or similar platform, post. Such recordings will be accessible by the Asynchronous students of that teacher only during the semester in which it is recorded, unless otherwise permitted by the teacher.

xi. Virtual Teachers shall communicate asynchronously with asynchronous students.

xii. If synchronous students do not meet expectations that are outlined in the online instructional handbook then the student must come back in for in-person instruction, subject to student need and particular circumstances surrounding the student.

xiii. The schedule for a teacher who volunteers or is assigned as a virtual class/course shall have the virtual course reflected on his/her course schedule in place of a regular 'non-virtual' course/traditional course.

ARTICLE XLVI
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the School District and the Association, and there are no agreements, conditions or understandings, either oral or written, other than as set forth herein. It is further agreed that no amendment, change, modification or addition to this Agreement shall be binding upon either party hereto unless reduced to writing and signed by both of the parties.

ARTICLE XLVII
TERM OF AGREEMENT

This Agreement shall be effective as of July 2018 and continue in full force and effect until June 30, 2022 or until such later date as the parties hereto may agree to be the extended ending date. Any extended ending date which may be agreed upon shall be binding only if confirmed in a written amendment to this Agreement and shall be signed by both parties hereto.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be executed the day and year first above written.

BOARD OF SCHOOL DIRECTORS OF THE UPPER DARBY SCHOOL DISTRICT

BY: Edward B

ATTEST:

DATED: 2/8/22

UPPER DARBY EDUCATION ASSOCIATION

BY:

ATTEST: Denise McDermott

DATE: 2/14/22

EXHIBIT "A" - SALARY SCHEDULES

UDEA 2022-2023							
Steps From Top	~~New System~~	Bachelors	Masters	15	30	60	phd
19	1	47,472	52,687	53,218	54,517	55,785	56,770
18	2	48,864	54,514	55,398	56,985	58,285	60,492
17	3	49,691	55,499	56,486	58,775	60,394	61,422
16	4	50,875	56,958	58,040	60,227	61,846	62,873
15	5	52,522	58,459	60,742	63,188	64,841	65,369
14	6	53,321	59,770	62,542	64,470	66,089	67,116
13	7	54,119	61,767	63,542	65,967	67,112	68,614
12	8	54,918	63,764	65,042	67,465	68,112	70,111
11	9	55,870	65,760	67,268	68,988	69,132	71,609
10	10	56,772	67,757	69,375	71,525	72,152	73,606
9	11	60,274	69,558	71,582	73,531	74,412	76,850
8	12	63,605	71,750	74,089	77,188	78,552	79,596
7	13	67,974	73,747	77,002	79,445	80,799	81,842
6	14	72,074	77,491	80,496	82,940	84,543	85,087
5	15	75,224	81,758	82,742	84,488	86,096	87,141
4	16	83,624	92,908	93,995	95,907	97,248	98,297
Top	16d	86,986	96,148	97,221	99,108	100,431	101,466

UDEA
2023-2024

Steps From Top	~~New System~~	Bachelors	Masters	15	30	60	phd
19	1	50,045	56,535	57,248	58,840	60,225	61,130
18	2	51,279	57,994	58,962	60,762	62,170	63,956
17	3	52,106	58,846	59,888	62,195	63,832	64,768
16	4	53,191	60,040	61,151	63,384	65,021	65,956
15	5	54,838	61,541	63,853	66,345	68,016	68,452
14	6	55,637	62,852	65,653	67,627	69,264	70,199
13	7	56,435	64,849	66,653	69,124	70,287	71,697
12	8	57,234	66,846	68,153	70,622	71,287	73,194
11	9	58,186	68,842	70,379	72,145	72,307	74,692
10	10	59,088	70,839	72,486	74,682	75,327	76,689
9	11	62,590	72,640	74,693	76,688	77,587	79,933
8	12	65,921	74,832	77,200	80,345	81,634	82,679
7	13	70,290	76,829	80,113	82,602	83,881	84,925
6	14	74,390	80,573	83,607	86,097	87,625	88,170
5	15	77,540	84,840	85,853	87,645	89,178	90,224
4	16	85,132	94,416	95,503	97,415	98,756	99,805
Top	16d	87,654	96,846	97,922	99,816	101,143	102,182

UDEA
2024-2025

Steps From Top	~~New System~~	Bachelors	Masters	15	30	60	phd
19	1	50,842	57,726	58,496	60,179	61,600	62,480
18	2	52,027	59,072	60,065	61,932	63,373	65,029
17	3	52,854	59,882	60,942	63,254	64,897	65,804
16	4	53,908	60,994	62,114	64,362	66,005	66,911
15	5	55,555	62,495	64,816	67,323	69,000	69,407
14	6	56,354	63,806	66,616	68,605	70,248	71,154
13	7	57,152	65,803	67,616	70,102	71,271	72,652
12	8	57,951	67,800	69,116	71,600	72,271	74,149
11	9	58,903	69,796	71,342	73,123	73,291	75,647
10	10	59,805	71,793	73,449	75,660	76,310	77,644
9	11	63,307	73,594	75,656	77,666	78,571	80,888
8	12	66,638	75,786	78,163	81,323	82,589	83,634
7	13	71,007	77,783	81,076	83,580	84,836	85,880
6	14	75,107	81,527	84,570	87,075	88,580	89,125
5	15	78,257	85,794	86,816	88,623	90,133	91,179
4	16	86,640	95,924	97,011	98,923	100,264	101,313
Top	16d	88,321	97,544	98,624	100,523	101,856	102,897

UDEA 2025-2026							
Steps From Top	~~New System~~	Bachelors	Masters	15	30	60	phd
19	1	53,716	62,026	62,999	65,011	66,561	67,351
18	2	54,726	62,961	64,048	66,153	67,714	68,900
17	3	55,553	63,622	64,743	67,076	68,740	69,544
16	4	56,496	64,438	65,589	67,889	69,553	70,356
15	5	58,143	65,939	68,291	70,850	72,548	72,852
14	6	58,942	67,250	70,091	72,132	73,796	74,599
13	7	59,740	69,247	71,091	73,629	74,819	76,097
12	8	60,539	71,244	72,591	75,127	75,819	77,594
11	9	61,491	73,240	74,817	76,650	76,839	79,092
10	10	62,393	75,237	76,924	79,187	79,859	81,089
9	11	65,895	77,038	79,131	81,193	82,119	84,333
8	12	69,226	79,230	81,638	84,850	86,033	87,079
7	13	73,595	81,227	84,551	87,107	88,280	89,325
6	14	77,695	84,971	88,045	90,602	92,024	92,570
5	15	80,845	89,238	90,291	92,150	93,577	94,624
4	16	88,148	97,432	98,519	100,431	101,772	102,821
Top	16d	88,989	98,242	99,325	101,231	102,568	103,613

UDEA 2026-2027							
Steps From Top	~~New System~~	Bachelors	Masters	15	30	60	phd
19	1	56,708	66,501	67,685	70,039	71,725	72,421
18	2	57,535	67,008	68,192	70,546	72,232	72,928
17	3	58,362	67,515	68,699	71,053	72,739	73,435
16	4	59,189	68,022	69,206	71,560	73,246	73,942
15	5	60,836	69,523	71,908	74,521	76,241	76,438
14	6	61,635	70,834	73,708	75,803	77,489	78,185
13	7	62,433	72,831	74,708	77,300	78,512	79,683
12	8	63,232	74,828	76,208	78,798	79,512	81,180
11	9	64,184	76,824	78,434	80,321	80,532	82,678
10	10	65,086	78,821	80,541	82,858	83,552	84,675
9	11	68,588	80,622	82,748	84,864	85,812	87,919
8	12	71,919	82,814	85,255	88,521	89,618	90,665
7	13	76,288	84,811	88,168	90,778	91,865	92,911
6	14	80,388	88,555	91,662	94,273	95,609	96,156
5	15	83,538	92,822	93,908	95,821	97,162	98,210
4	16	89,656	98,940	100,027	101,939	103,280	104,329
3							
2							
1							
Top	16	89,656	98,940	100,027	101,939	103,280	104,329

EXHIBIT "B" - STEP PROGRESSION CHART

STEP Progression Chart

				Yr 3	Yr 4	Yr 5	
		yr 1	yr 2	24-25	25-26	26-27	26-27
		22-23	23-24	step	step	step	From Top
21-22	21-22	step	step	1	1	1	15
From Top	step	1	1	2	2	2	14
15	1	2	2	3	3	3	13
14	2	3	3	4	4	4	12
13	3	4	4	5	5	5	11
12	4	5	5	6	6	6	10
11	5	6	6	7	7	7	9
10	6	7	7	8	8	8	8
9	7	8	8	9	9	9	7
8	8	9	9	10	10	10	6
7	9	10	10	11	11	11	5
6	10	11	11	12	12	12	4
5	11	12	12	13	13	13	3
4	12	13	13	14	14	14	2
3	13	14	14	15	15	15	1
2	14	15	15	16	16	16	Top
1	15	16	16	16	16	16	Top
Top	16	16	16	16	16	16	Top

UDEA -- STEPS 16a - 16d Schedule

from the top	21-22	22-23	23-24	24-25	25-26	26-27
16a	16d	16d	16d	16d	16d	16
16b	16d	16d	16d	16d	16d	16
16c	16d	16d	16d	16d	16d	16
16d	16d	16d	16d	16d	16d	16

EXHIBIT "C"- UPPER DARBY SCHOOL DISTRICT – UPPER DARBY EDUCATION ASSOCIATION

LIST OF APPROVED PROVIDERS FOR HIGHEST DEGREE OVER BACHELORS

ALVERNIA COLLEGE
AMERICAN UNIVERSITY
APPALACHIAN ST. U
ARCADIA UNIV

BISCAYNE UNIV.
BLOOMSBURG UNIV
BOSTON COLLEGE
BOWLING GREEN
BROOKLYN COLLEGE
BRYN MAWR
BUCKNELL UNIV.

CABRINI
CAIRN UNIVERSITY
CALIFORNIA U. OF PA
CHESTNUT HILL
CHEYNEY
CLARION UNIVER.
CLEVELAND STATE
COL MT ST VINCENT
COL. OF NJ
CONCORDIA UNIVERSITY
CONVERSE

DEL. VALLEY
DREXEL UNIV.
DUKE
DUQUESNE UNIV

E. STROUDSBURG U.
EASTERN
EMERSON COLLEGE

FLORIDA ATLANTIC

GEO.WASHING.UNIV.
GEORGE MASON UNIV
GWYNEDD MERCY

HARVARD
HOFSTRA UNIV
HOLY FAMILY
HOWARD UNIV

IMMACULATA
INDIANA UNIVERSITY OF PA

KUTZTOWN UNIV.

LASALLE UNIV.
LEHIGH UNIV.
LOCK HAVEN UNIV

MARYMOUNT
MC DANIEL COLLEGE
MICHIGAN STATE
MILLERSVILLE UNIV
MONTCLAIR UNIV

NEUMANN
NEW YORK UNIV.
NORTH CAROLINA STATE UNIV
NORTH DAKOTA SU
NORTHEASTERN
NORTHWESTERN

OHIO STATE
OLD DOMINION UNIVERSITY

PACE
PENN STATE UNIV
PURDUE UNIV.

QUEENS COLLEGE

RANDOLPH COLL
RIDER
ROSEMONT
ROWAN UNIV.
RUTGERS UNIV.

SALUS UNIVERSITY
SHIPPENSBURG
SMITH COL SOC WK

ST U NY STNBROOK
ST. JOSEPH UNIV.
STATE UNIV OF NEW YORK AT BINGHAMTON
SUFFOLK UNIV
SUNY AT OSWEGO

TEACHERS COLLEGE COLUMBIA UNIVERSITY
TEMPLE UNIV.

UNIV OF EDINBURGH
UNIV OF ILLINOIS
UNIV, OF PHOENIX
UNIV. OF DEL,
UNIV. OF ARTS.
UNIV. OF CHICAGO
UNIV. OF GEORGIA
UNIV. OF PENN.
UNIV. OF PIT.
UNIV, OF RHODE IS
UNIV. OF S.C.
UNIV. OF TEXAS
UNIV. OF TOLEDO
UNIV. OF KENTUCKY
UNIV.OF S.CALIFOR
UNIV.OF S. FLORIDA
UNIV.OF SCRANTON
UNIVERSITY OF BUFFALO
UNIVERSITY OF CAL
UNIVERSITY OF CINCINNATI
UNIVERSITY OF NEW HAVEN
UNIVERSITY OF VERMONT

VILLANOVA UNIV.

WALDEN UNIVERSITY
WASHINGTON UNIV.
WESLEY COLLEGE
WEST CHESTER UNIV
WESTMINSTER ARTS
WIDENER
WILKES UNIVERSITY
WILKES-BARRE U
WILLIAM MARY
WILMINGTON COLLEGE
WILMINGTON UNIV.

EXHIBIT "D" – SUPPLEMENTAL CONTRACTS

Unit Values shall be increased in year's 1, 3 and 5 of the contract by the same percentage as the agreed upon wage increase. (3.5%)

UNIT VALUES – (2022 – 2023 & 2023 - 2024)

	Year 1-2	Year 3-4	Years 5-6	Years 7+
Athletics, Fine Arts	$383	$396	$414	$445
Intramurals	$295	$305	$316	$342

UNIT VALUES – (2024 – 2025 & 2025 - 2026)

	Year 1-2	Year 3-4	Years 5-6	Years 7+
Athletics, Fine Arts	$396	$410	$428	$461
Intramurals	$305	$316	$327	$354

UNIT VALUES – (2026-2027)

	Year 1-2	Year 3-4	Years 5-6	Years 7+
Athletics, Fine Arts	$410	$424	$443	$477
Intramurals	$316	$327	$338	$366

Activities and Number of Units

	No. of Units
Senior High School	
Athletics	
Assistant Director of Athletics	9
Assistant Director of Athletics	9
Football	
Head Coach	19
Asst. Coach	14
Asst. Coach	14
Asst. Coach	14
Asst. Coach	14
Asst. Coach	14
Asst. Coach	14
Asst. Coach	14
Asst. Coach – 9	10
Asst. Coach – 0	7
Soccer Head Coach (Boys)	12
Asst. Coach	8
Asst. Coach	8
Cross Country Head Coach (Boys)	9
Cross Country Head Coach (Girls)	9
Tennis Coach (Boys)	9
Asst. Coach	7
Tennis Coach (Girls)	9
Asst. Coach	7
Field Hockey Head Coach	12
Asst. Coach	8
Volleyball Head Coach	12
Asst. Coach	8
Asst. Coach – 9	8
Basketball Head Coach (Boys)	16
Asst. Coach	10

	No. of Units
Asst. Coach	10
Asst. Coach	10
Basketball Head Coach (Girls)	16
Asst. Coach	10
Asst. Coach	10
Asst. Coach – 9	10
Wrestling Head Coach	16
Asst. Coach	12
Asst. Coach	12
Baseball Head Coach	12
Asst. Coach	8
Asst. Coach	8
Asst. Coach	8
Track Head Coach (Boys)	12
Asst. Coach	8
Asst. Coach	8
Track Head Coach (Girls)	12
Asst. Coach	8
Asst. Coach	8
Indoor Track Head Coach (Boys)	12
Asst. Coach	8
Asst. Coach	8
Indoor Track Head Coach (Girls)	12
Asst. Coach	8
Asst. Coach	8
Golf Head Coach	9
Swimming Coach (Boys)	12
Swimming Coach (Girls)	12
Diving Coach	8
Soccer Head Coach (Girls)	12
Asst. Coach	8
Asst. Coach	8

	No. of Units
Softball Head Coach (Girls)	12
Asst. Coach	8
Asst. Coach	8
Asst. Coach – 9	8
Lacrosse Head Coach (Girls)	12
Asst. Coach	8
Lacrosse Head Coach (Boys)	12
Asst. Coach	8
Cheerleaders Head Coaches	12
Asst. Coach	10

Post Season Competition:

Senior High Athletic Coaches whose terms go on to post season competition shallreceive additional compensation according to the following formula:

EW *(extra* weeks)+ TW (total weeks) x RSC (reg. season comp.) TW

TW will be defined as beginning on the first practice day of the season and terminating onthe last play day of the season according to current PIAA guidelines.

EW will be defined as beginning on the immediate day after the termination of regular season play and ending with elimination from post season tournaments.

	No. of Units
Fine Arts	
Band Director	16
Assistant – Band Director	10
Vocal Music	16
Orchestra, String Ensemble, Chorus	12
Spring Musical:	
– Accompanist	4
Musical Show – Directors	8
Band/Pit Director	5
Vocal Director	6
Choreographer	4
Hi-Q Team Sponsor	6
Publications	
Acorn Advisor	18
The Oak – Yearbook *If the District contracts out this service, the units will be reduced to: 28 and the following units will be deleted: (from below) *Financial Advisor – 8 *Photography Advisors – 8 each	20 each (max 40)
*Financial Advisor	8
Royal Crest Advisor	4
*Photography Advisor	8 each
Royal Scroll / Monthly Newsletter	3
Web Coordinator	5
School Service	
Auditorium Services	14
Traffic Supervisors	6 each
Detention	6 each
Saturday School	6 each
Scholarship Committee	8
Graduation Coordinator	3
Weight Room Supervisor	2
First Robotics	12
Future Teachers Club	7 each (max 14)

	No. of Units
Morning Duty	2 each per semester (max 10 per semester)
Middle School	
Middle School Athletics	
Director of Athletics	12
Football	
Head Coach	6.5
Asst. Coach	5.5
110 lb. Head Coach	6.5
110 lb. Asst. Coach	5.5
Soccer	
8th Grade Coach (Boys)	6.5
7th Grade Coach (Boys)	6.5
8th Grade Coach (Girls)	6.5
7th Grade Coach (Girls)	6.5
Lacrosse	
8th Grade Coach (Boys)	6.5
7th Grade Coach (Boys)	6.5
8th Grade Coach (Girls)	6.5
7th Grade Coach (Girls)	6.5
Basketball 8th Grade Coach (Boys)	6.5
7th Grade Coach (Boys)	6.5
Basketball 8th Grade Coach (Girls)	6.5
7th Grade Coach (Girls)	6.5
Field Hockey 8th Grade Coach (Boys)	6.5
7th Grade Coach (Boys)	6.5
Wrestling Head Coach	6.5
Asst. Coach	5.5
Baseball 8th Grade Coach	6.5
7th Grade Coach	6.5
Softball 8th Grade Coach	6.5
7th Grade Coach	6.5

	No. of Units
Track 8th Grade Coach (Boys)	6.5
7th Grade Coach (Boys)	5.5
Track 8th Grade Coach (Girls)	6.5
7th Grade Coach (Girls)	5.5
Volleyball Head Coach (Girls)	6.5
Asst. Coach	5.5
Cheerleading	6.5
Intramural	
Up to 7 athletic activities based upon student interest and discretion of Principal	3 units each (max 21)
Fine Arts	
Activities include: Vocal Music Dramatics Stage Preparation Instrumental Music	44 units are the maximum available for all Fine Arts activities
Publications	
Yearbook Advisor	7 units are the maximum available for Publications 6 Units if district contracts out Yearbook Services
Literature Book Advisor	

School Services		
	Bev. Hills	Drex. Hills
Student Council	3	3
Bus Supervision / Traffic Supervisor	12	17
Computer Coordinator	4	4
Detention Supervisor	12	12
Auditorium Services T.V.	8	8
Studio Supervision	2	2
Web Coordinator	3	3
Newsletter Coordinator	3	3

	No. of Units
Elementary Schools School Services	
Bus Duty	4 units per school year (excessive second late runs have additional units at administration's discretion to a maximum of 4) 2 Units max each AM run 4 units max each PM Run
Computer Coordinator	4 units per school
Homework Assistance	3 units per school
Student Council	3 units per school
Principal's Discretionary Units *Up to eleven (11) of the Principal's Discretionary Units may be designated for playground duty and/or other student safety supervision responsibilities.	11*
Publications	
Newsletter	3
Web Coordinator	3
Yearbook*	3
• Units available if yearbook is contracted out. If yearbook is not contracted out, status quo yearbook units, if applicable, willcontinue based on the Units designated for 18-19	

Grandfathered Club Positions: (Not specifically referenced in the CBA)
Any current Bargaining Unit member who presently holds a club advisor position in which they received a stipend during the 18-19 school year, shall continue to receive the same stipend indefinitely so long as they continue to hold the same club advisor position. In the eventthe compensated club advisor resigns from the club advisor position, any new individual(s) who become the new club advisor shall not be compensated.

Notice and Posting of Open Extracurricular Positions:
As extracurricular positions, which are listed in the CBA, become open, the open position(s) shall be posted electronically by the respective building administrator or District, (as applicable). The District shall retain the sole discretion to fill any open position

EXHIBIT "E"

Personal Choice

HDHP HD3-HC1

DELCO TRUST

Personal Choice® pur popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors, and specialists, or by accessing care through preferred providers who participate in the BlueCard® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network[1]
BENEFIT PERIOD	Contract Year*	Contract Year*
DEDUCTIBLE**		
Single	$2,500	$5,000
Family	$5,000	$10,000
OUT-OF-POCKET MAXIMUM[2]		
Single	$5,600	$10,000
Family	$11,200	$20,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary care services	100%, after deductible	50%, after deductible
Specialist services	100%, after deductible	50%, after deductible
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%, no deductible	50%, no deductible
PEDIATRIC IMMUNIZATIONS	100%, no deductible	50%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP *1 per yearfor women of any age*[3]	100%, no deductible	50%, no deductible
MAMMOGRAM	100%, no deductible	50%, no deductible

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

2 In-network out-of-pocket maximum includes deductible, copays and coinsurance. Out-of-network out-of-pocket maximum includes deductible and coinsurance

3 Combined in/out-of-network

* A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at $0 at the beginning of each contract year.

** Single deductible and out-of-pocket maximum amount shown applies for self-only contracts. For family contracts (an individual enrolled with one or more dependents), in-network benefits are subject to the family deductible amount which can be met by any combination of family members. However, no family member will be subject to more than the single out-of-pocket maximum shown above. Benefits are covered at the indicated percentage for that service until the single maximum out-of-pocket or the family maximum out-of-pocket is met. The in-network family out-of-pocket amount can be met by any combination of family members.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Independence

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

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10008307

Benefit	In-network	Out-of-network[1]
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT *6 visits per year*[3]	100%, no deductible	50%, after deductible
OUTPATIENT LABORATORY/PATHOLOGY	100%, after deductible	50%, after deductible
MATERNITY		
First OB visit	100%, after deductible	50%, after deductible
Hospital	100%, after deductible	50%, after deductible[4]
INPATIENT HOSPITAL SERVICES		
Facility	100%, after deductible	50%, after deductible[4]
Physician/Surgeon	100%, after deductible	50%, after deductible
INPATIENT HOSPITAL DAYS	Unlimited	70[4]
OUTPATIENT SURGERY		
Facility	100%, after deductible	50%, after deductible
Physician/Surgeon	100%, after deductible	50%, after deductible
EMERGENCY ROOM	100%, after deductible	100%, after in-network deductible
URGENT CARE CENTER	100%, after deductible	50%, after deductible
AMBULANCE		
Emergency	100%, after deductible	100%, after in-network deductible
Non-emergency	100%, after deductible	50%, after deductible
OUTPATIENT X-RAY/RADIOLOGY		
Routine Radiology/Diagnostic	100%, after deductible	50%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	100%, after deductible	50%, after deductible
THERAPY SERVICES		
Physical and occupational 30 total visits per year for PT/OT combined[3]	100%, after deductible	50%, after deductible
Cardiac rehabilitation 36 visits per year[3]	100%, after deductible	50%, after deductible
Pulmonary rehabilitation 36 visits per year[3]	100%, after deductible	50%, after deductible
Speech 20 visits per year[3]	100%, after deductible	50%, after deductible
Orthoptic/pleoptic 8 sessions lifetime maximum[3]	100%, after deductible	50%, after deductible
SPINAL MANIPULATIONS *20 visits per year*[3]	100%, after deductible	50%, after deductible
ALLERGY INJECTIONS	100%, after deductible	50%, after deductible
INJECTABLE MEDICATIONS		
Standard Injectables	100%, after deductible	50%, after deductible
Biotech/Specialty Injectables	100%, after deductible	50%, after deductible
CHEMO/RADIATION/DIALYSIS	100%, after deductible	50%, after deductible
OUTPATIENT PRIVATE DUTY NURSING *360 hours per year*[3]	100%, after deductible	50%, after deductible
SKILLED NURSING FACILITY *120 days per year*[3]	100%, after deductible	50%, after deductible
HOSPICE AND HOME HEALTH CARE	100%, after deductible	50%, after deductible
DURABLE MEDICAL EQUIPMENT	100%, after deductible	50%, after deductible
PROSTHETICS	100%, after deductible	50%, after deductible
MENTAL HEALTH CARE		
Outpatient	100%, after deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible[4]

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefit	In-network	Out-of-network[1]
SERIOUS MENTAL ILLNESS CARE		
Outpatient	100%, after deductible	50%, after deductible
Inpatient	100%, after deductible	50%, after deductible[4]
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial facility visits	100%, after deductible	50%, after deductible
Rehabilitation	100%, after deductible	50%, after deductible[4]
Detoxification	100%, after deductible	50%, after deductible[4]

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

4 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT
- reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- music therapy, equestrian therapy, and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from injury
- routine foot care, unless medically necessary or associated with the treatment of diabetes
- foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- immunizations for travel or employment
- service or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- self-injectable drugs
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully for a complete listing of the terms, limitations and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to http://www.ibx.com/preapproval or call the phone number that is listed on the back of your identification card.

Keystone Direct POS

C2-F2-01

Keystone HEALTH PLAN EAST DIRECT POS

DELCO TRUST

Keystone Direct POS lets you maintain freedom of choice by allowing you to select your own doctors and hospitals. Under this plan, you must select a Primary Care Physician, but can access most care in-network or out-of-network without a referral. Referrals are required for routine radiology/diagnostic, spinal manipulation and physical/occupational therapy. You maximize your benefits when you access care from a Keystone participating provider. If you access care from a provider who does not participate in our network higher out-of-pocket costs apply.

To get the most out of your benefits program, below are some key terms that you will need to understand.

- **Referral** - Documentation from your PCP authorizing care at a participating specialist for covered services.
- **Preapproval/Precertification** - Approval from Independence Blue Cross (IBC) for non emergency or elective hospital admissions and procedures prior to the admission or procedure. For in-network (referred) services, your participating provider will contact IBC for authorization. For out-of-network (self-referred) services, you are responsible for obtaining approval for certain services. For more information on the services requiring precertification, please refer to the back page of this summary.
- **Designated site** - Most PCPs are required to choose one radiology, physical therapy, occupational therapy and laboratory provider where they will send all their Keystone members. You can view the sites selected by your PCP at www.ibx.com.

Your Member Handbook will provide additional details about your benefits program. It will include information about exclusions and benefits limitations. It is important to note that this program may not cover all your health care services. Services may not be covered because they are not included under your benefits contract, not medically necessary, or limited by a benefit maximum (e.g., visit limit). After reviewing this information, please contact our Customer Service department if you have additional questions.

Benefit	In-Network	Out-of-Network*
BENEFIT PERIOD	Contract Year[5]	Contract Year[5]
DEDUCTIBLE		
Individual	$0	$500
Family	$0	$1,500
OUT-OF-POCKET MAXIMUM[6]		
Individual	$1,500	$3,000
Family	$3,000	$9,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary Care Services	$15 Copayment[1]	70%, after deductible
Specialist Services	$30 Copayment	70%, after deductible

* Out-of-Network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the provider's actual charge. This amount may be significant.

1 Members must select and use their Primary Care Physician for primary care services.

5 A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at $0 at the beginning of each contract year.

6 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

To receive maximum benefits, services must be provided by a Keystone participating provider. This is a highlight of benefits available. The benefits and exclusions for In-Network and Out-of-Network Care are not the same. All benefits are provided in accordance with the HMO group contract and Out-of-Network benefit booklet/certificate.

The benefits may be changed by IBC to comply with the applicable federal/state laws and regulations.

Independence

In-network benefits are underwritten or administered by Keystone Health Plan East;
Out-of-network benefits are underwritten or administered by QCC Insurance Company, subsidiaries of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

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Benefit	In-Network	Out-of-Network*
To receive the highest level of benefits, you must receive the following services from your Primary Care Physician's designated sites. You can view your Primary Care Physician's designated sites at www.ibx.com.		
OUTPATIENT X-RAY/RADIOLOGY***		
Routine Radiology/Diagnostic	$30 Copayment[2]	70%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	$60 Copayment	70%, after deductible
OUTPATIENT LABORATORY/PATHOLOGY[4]	100%	70%, after deductible
PHYSICAL AND OCCUPATIONAL THERAPIES *30 total visits per year for PT/OT combined*	$30 Copayment[2]	70%, after deductible
To receive the highest level of benefits, you can see any Keystone Health Plan East participating provider for the following services.		
SPINAL MANIPULATIONS *20 visits per year*	$30 Copayment[2]	70%, after deductible
THERAPY SERVICES		
Cardiac Rehabilitation 36 visits per year	$30 Copayment	70%, after deductible
Pulmonary Rehabilitation 36 visits per year	$30 Copayment	70%, after deductible
Speech 20 visits per year	$30 Copayment	70%, after deductible
Orthoptic/Pleoptic 8 session lifetime maximum	$30 Copayment	70%, after deductible
INPATIENT HOSPITAL SERVICES		
Facility	$100/day; maximum of 5 Copayments/admission****	70%, after deductible[3]
Physician/Surgeon	100%	70%, after deductible[3]
INPATIENT HOSPITAL DAYS	Unlimited	70[3]
OUTPATIENT SURGERY		
Facility	$50 Copayment	70%, after deductible
Physician/Surgeon	100%	70%, after deductible
EMERGENCY ROOM	$100 Copayment (not waived if admitted)	$100 Copayment, NO deductible (not waived if admitted)
URGENT CARE CENTER	$70 Copayment	70%, after deductible
AMBULANCE		
Emergency	100%	100%, NO deductible
Non-Emergency	100%	70%, after deductible
MATERNITY		
First OB Visit	$15 Copayment	70%, after deductible
Hospital	$100/day; maximum of 5 Copayments/admission****	70%, after deductible[3]
ROUTINE GYNECOLOGICAL EXAM/PAP *1 per year for women of any age*	100%	70%, NO deductible
MAMMOGRAM	100%	70%, NO deductible
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT *6 visits per year*	100%	70%, after deductible
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%[1]	70%, NO deductible
PEDIATRIC IMMUNIZATIONS	100% (office visit copayment does not apply)	70%, NO deductible
ROUTINE EYE EXAM	$30 Copayment (once every two years)	Not Covered

* Out-of-Network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the provider's actual charge. This amount may be significant.

*** Copayment not applicable when service performed in Emergency Room or office setting.

1 Members must select and use their Primary Care Physician for primary care services.

2 Referral required from Primary Care Physician.

**** Copayment waived if readmitted within 10 days of discharge for any condition.

3 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness, substance abuse and detoxification services.

4 Lab requisition form required from an in-network provider.

To receive maximum benefits, services must be provided by a Keystone participating provider. This is a highlight of benefits available. The benefits and exclusions for In-Network and Out-of-Network Care are not the same. All benefits are provided in accordance with the HMO group contract and Out-of-Network benefit booklet/certificate.

The benefits may be changed by IBC to comply with the applicable federal/state laws and regulations.

Benefit	In-Network	Out-of-Network*
ALLERGY INJECTIONS *(Office visit copayment waived if no office visit is charged)*	100%	70%, after deductible
INJECTABLE MEDICATIONS		
Standard Injectables	100%**	70%, after deductible
Biotech/Specialty Injectables	$75 Copayment	70%, after deductible
CHEMO/RADIATION/DIALYSIS	100%	70%, after deductible
OUTPATIENT PRIVATE DUTY NURSING *360 hours per year*	90%	70%, after deductible
SKILLED NURSING FACILITY	$50/day maximum of 5 Copayments/ admission**** 120 days per year	70%, after deductible 60 days per year
HOSPICE AND HOME HEALTH CARE	100%	70%, after deductible
DURABLE MEDICAL EQUIPMENT	70%	50%, after deductible
PROSTHETICS	70%	50%, after deductible
MENTAL HEALTH CARE		
Outpatient	$30 Copayment	70%, after deductible
Inpatient	$100/day maximum of 5 Copayments/ admission****	70%, after deductible[3]
SERIOUS MENTAL ILLNESS CARE		
Outpatient	$30 Copayment	70%, after deductible
Inpatient	$100/day maximum of 5 Copayments/ admission****	70%, after deductible[3]
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial Facility Visits	$30 Copayment	70%, after deductible
Inpatient Rehabilitation	$100/day maximum of 5 Copayments/ admission****	70%, after deductible[3]
Detoxification	$100/day maximum of 5 Copayments/ admission****	70%, after deductible[3]

* Out-of-Network providers may bill you the difference between the plan allowance, which is the amount paid by the plan, and the provider's actual charge. This amount may be significant.

** Office visits subject to copayment.

**** Copayment waived if readmitted within 10 days of discharge for any condition.

3 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness, substance abuse and detoxification services.

To receive maximum benefits, services must be provided by a Keystone participating provider. This is a highlight of benefits available. The benefits and exclusions for In-Network and Out-of-Network Care are not the same. All benefits are provided in accordance with the HMO group contract and Out-of-Network benefit booklet/certificate.

The benefits may be changed by IBC to comply with the applicable federal/state laws and regulations.

What Is Not Covered?

- Services not medically necessary
- Services or supplies that are experimental or investigative, except routine costs associated with qualifying clinical trials and when approved by Keystone Health Plan East.
- Hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- Assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT
- Reversal of voluntary sterilization
- Expenses related to organ donation for non-member recipients
- Acupuncture
- Dental care, including dental implants and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- Music therapy, equestrian therapy, and hippotherapy
- Treatment of sexual dysfunction not related to organic disease, except for sexual dysfunction resulting from an injury
- Routine foot care, unless medically necessary or associated with the treatment of diabetes
- Foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- Cranial prostheses, including wigs intended to replace hair
- Routine physical exams for non-preventive purposes such as insurance or employment applications, college, or premarital examinations
- Immunizations for travel or employment
- Services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- Cosmetic services/supplies
- Self-injectible drugs
- Alternative therapies/complementary medicine

This summary represents only a partial listing of benefits and exclusions of the Keystone Direct POS program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. This managed care plan may not cover all of your health care expenses. Read your HMO group contract/member handbook and Out-of-Network group health benefits booklet/certificate carefully to determine which health care services are covered. If you need more information, please call 215-241-2240 (if calling within Philadelphia) or 1-800-227-3115 (outside Philadelphia).

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to http://www.ibx.com/preapproval or call the phone number that is listed on the back of your identification card.

Personal Choice

PC 20/30/70

DELCO TRUST

Personal Choice, our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors and specialists, or by accessing care through preferred providers that participate in the Blue Card® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network[1]
BENEFIT PERIOD	Contract Year*	Contract Year*
DEDUCTIBLE		
Individual	$0	$500
Family	$0	$1,000
AFTER DEDUCTIBLE, PLAN PAYS	100%	70%
OUT-OF-POCKET MAXIMUM[6]		
Individual	$1,500	$3,000
Family	$3,000	$6,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary care services	$20 copayment	70%, after deductible
Specialist services	$30 copayment	70%, after deductible
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%	70%, no deductible
PEDIATRIC IMMUNIZATIONS	100% (office visit copayment does not apply)	70%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP *1 per year for women of any age*[3]	100%	70%, no deductible

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

* A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amount start at $0 at the beginning of each contract year.

6 The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Independence

Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross-independent licensees of the Blue Cross and Blue Shield Association.

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Benefit	In-network	Out-of-network[1]
MAMMOGRAM	100%	70%, no deductible
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT *6 visits per year*	100%	70%, after deductible
ALLERGY INJECTIONS *(Office visit copayment waived if no office visit is charged)*	100%	70%, after deductible
MATERNITY		
First OB visit	$20 copayment	70%, after deductible
Hospital	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]
INPATIENT HOSPITAL SERVICES		
Facility	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]
Physician/Surgeon	100%	70%, after deductible
INPATIENT HOSPITAL DAYS	Unlimited	70[5]
OUTPATIENT SURGERY		
Facility	$150 copayment	70%, after deductible
Physician/Surgeon	100%	70%, after deductible
EMERGENCY ROOM	$40 copayment (copayment waived if admitted)	$40 copayment, no deductible (copayment waived if admitted)
URGENT CARE CENTER	$28 copayment	70%, after deductible
AMBULANCE		
Emergency	100%	100%, no deductible
Non-emergency	100%	70%, after deductible
OUTPATIENT LABORATORY/PATHOLOGY	100%	70%, after deductible
OUTPATIENT X-RAY/RADIOLOGY *Copayment not applicable when service performed in ER or office setting*	$30 copayment	70%, after deductible
THERAPY SERVICES		
Physical, speech and occupational 60 visits per year for PT/ST/OT combined[3]	$20 copayment [visits 1-30] $30 copayment [visits 31-60]	70%, after deductible
Cardiac rehabilitation 36 visits per year[3]	$20 copayment	70%, after deductible
Pulmonary rehabilitation 12 visits per year[3]	$20 copayment	70%, after deductible
RESTORATIVE SERVICES, INCLUDING CHIROPRACTIC CARE (30 visits per year)[3] Orthoptic/pleoptic therapy limited to 8 sessions lifetime maximum[3]	$30 copayment	70%, after deductible
CHEMO/RADIATION/DIALYSIS	100%	70%, after deductible
OUTPATIENT PRIVATE DUTY NURSING *360 hours per year*[3]	100%	70%, after deductible
SKILLED NURSING FACILITY *120 days per year*[3]	100%	70%, after deductible
HOSPICE AND HOME HEALTH CARE	100%	70%, after deductible
DURABLE MEDICAL EQUIPMENT AND PROSTHETICS *Copayment per rental period or item purchased*	$30 copayment	70%, after deductible

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Copayment waived if readmitted within 10 days of discharge

5 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefit	In-network	Out-of-network[1]
OUTPATIENT DIABETIC EDUCATION	100%	Not covered
MENTAL HEALTH CARE		
Outpatient	$30 copayment	70%, after deductible
Inpatient	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]
SERIOUS MENTAL ILLNESS CARE		
Outpatient	$30 copayment	70%, after deductible
Inpatient	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial facility visits	$30 copayment	70%, after deductible
Rehabilitation	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]
Detoxification	$150 per day (maximum of 5 copayments per admission)[4]	70%, after deductible[5]

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

4 Copayment waived if readmitted within 10 days of discharge

5 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

What is not covered?

- services not medically necessary
- services not billed and performed by a provider properly licensed and qualified to render the medically necessary treatment, service, or supply
- cosmetic services/supplies
- routine foot care
- supportive devices for the foot (orthotics), except for podiatric appliances for the prevention of complications associated with diabetes
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- vision care (except as specified in a group contract)
- military or occupational injuries or illness
- benefits payable by the government, Medicare, or through motor vehicle insurance
- assisted fertilization techniques such as, but not limited to, in-vitro fertilization, artificial insemination, GIFT, ZIFT
- charges in excess of benefit maximums or allowable charges as set forth in the group contract
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- inpatient private-duty nursing
- alternative therapies/complementary medicine
- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- immunizations required for employment or travel

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to http://www.ibx.com/preapproval or call the phone number that is listed on the back of your identification card.

EXHIBIT "F"

School Day	Elementary	Beverly Hills	Drexel Hill	High School
Staff Arrives	8:15	7:40	8:15	7:10
Students Arrive	8:45	7:50	8:25	7:20
Instruction Begins	8:50	8:00	8:35	7:30
School Ends	3:15	2:40	3:10	2:41
Bus Leaves	3:30	2:50	3:20	2:48
Staff Leaves	3:30	3:00	3:30	3:01

	Kindergarten	Kindergarten Center
Staff Arrives	8:30	8:30
AM Begins	8:40	8:40
AM Ends	11:30	11:30
PM Begins	12:30	12:30
PM Ends	3:30	3:30
Staff Leaves	3:35	3:35

EXHIBIT "G" – GRIEVANCE FORM

UPPER DARBY SCHOOL DISTRICT

GRIEVANCE FORM

COMPLAINT BY THE AGGRIEVED

Aggrieved Party: _____

Date of Presentation of Grievance: _____

Home Address of Aggrieved Party: _____

_____

School: _____ Building Principal: _____

Subject Area/Grade: _____

State of Grievance:

1. Specific Statements of Facts:

2. Applicable Section(s) of Agreement:

Action Requested:

This form should be completed and forwarded to the building principal.

_____

Signature of Aggrieved Party

EXHIBIT "H" SAMPLE DUES DEDUCTION FORM