

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF SCHOOL DIRECTORS OF THE
BELLEFONTE AREA SCHOOL DISTRICT

AND



BELLEFONTE AREA EDUCATION
ASSOCIATION

JULY 1, 2022 – JUNE 30, 2026

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

**BOARD OF SCHOOL DIRECTORS OF THE
BELLEFONTE AREA SCHOOL DISTRICT**

AND

**BELLEFONTE AREA EDUCATION ASSOCIATION
2022-2026**

AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of March, A.D., 2022, by and between the BOARD OF SCHOOL DIRECTORS OF THE BELLEFONTE AREA SCHOOL DISTRICT ("BOARD", "DISTRICT", or "EMPLOYER"), and the BELLEFONTE AREA EDUCATION ASSOCIATION, PSEA/NEA ("ASSOCIATION" OR "EMPLOYEE").

As consideration for the premises herein contained, it is hereby mutually agreed as follows:

INTRODUCTION

It shall be the purpose of this Agreement to promote an orderly and constructive relationship between the District and the professional staff, which would include professional employees, temporary professional employees, guidance counselors, school psychologists, instructional coaches, and speech/language therapists. Both parties agree that the fundamental consideration of professional staff, administrators, and Board members must be the educational welfare of children and the rights and interests of the public to be served. To this end, predicated upon their common interests, the parties hereto shall seek to resolve differences, seek harmonious relations, and promote the educational enterprise.

ARTICLE 1 - PREAMBLE

WHEREAS, it is the purpose of these parties in entering into this Agreement to promote high standards of education in the District; and

WHEREAS, the District seeks and will support the pursuit of excellence in teaching, research, and learning through the open exchange of ideas among the faculty, students, and staff; and

WHEREAS, the District and the Association recognize that the development and operation of educational programs of the highest quality is a common objective,

IT IS, THEREFORE, the intent of both parties, including their representatives and members of the bargaining unit, to enter into this Agreement with mutual dedication, recognizing that the experience, creativity, and judgment of both parties are necessary to meet the educational needs of the community.

ARTICLE 2 - RECOGNITION

- A. The District recognizes the Association as the exclusive bargaining agent for the employees in the bargaining unit as certified by the Pennsylvania Labor Relations Board under the terms and conditions of Act 195, known as the Public Employee Relations Act, hereinafter referred to as "Act", which Act provides for collective bargaining for public employees.
- B. The Pennsylvania Labor Relations Board, under date of May 3, 1971, certified the Association as the exclusive representative of the Employees of the District in unit described (as amended) for the purpose of collective bargaining with respect to wages, hours, and conditions of employment, as follows:

"In a subdivision of the Employer Unit comprised of full-time classroom teachers, guidance counselors, school nurses, librarians, department chairpersons, and regular part-time professional employees; and excluding all non-professional employees, supervisors, first level supervisors and confidential employees as defined in the "Act".

School psychologists and instructional coaches shall also be included in the bargaining unit.

For purposes of this agreement, wherever the term "Teacher" is used, it shall refer to all members of the bargaining unit.

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

GENERAL PROVISIONS

ARTICLE 3 - AGREEMENT DATES

The term of this Agreement shall be four (4) years, commencing on July 1, 2022 and ending on June 30, 2026.

ARTICLE 4 - NEGOTIATING OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties shall commence collective bargaining on a successor agreement no later than December 15, 2025. Any agreement so negotiated shall be reduced to writing before ratification by the parties.

B. MODIFICATION

This Agreement shall not be reopened for discussion or modified in whole or in part by the parties, except by an instrument, in writing, duly executed by both parties. The parties agree that in the event items not covered herein or items classed as "meet and discuss" matters under Act 195 are held to be "negotiable" by the PLRB, or if appealed to an appellate court exercising final jurisdiction, and such appellate court renders a final determination during the term of this Agreement, then the parties shall negotiate such items at that time.

C. CONTINUITY OF CONTRACT

All of the terms and conditions of this Agreement shall remain in effect during the term of this Agreement and continue thereafter until a successor agreement is agreed upon by and between the parties hereto, with the exception of Article 5 (No Strike, No Lock-Out Clause), which shall expire on June 30, 2026.

ARTICLE 5 - NO LOCK-OUT NO STRIKE PROVISION

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195 as amended by Act 88. As a condition of the various provisions of this Agreement, to which the parties have agreed, the Association shall not engage in a strike (as that term is defined in Act 195 as amended by Act 88) during the term of this Agreement, and the District shall not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

ARTICLE 6 - PRINTING/ATTACHMENTS

- A. The District shall provide all professional staff a paper copy of the contract upon hiring at no cost to the Association. The District shall provide access to a digital copy of this contract on the District website.
- B. The Association shall be permitted to attach to the end of the Agreement, at its cost, non-contractual information it deems beneficial to bargaining unit members. Each page of information so added shall be clearly labeled "for information only - not part of contract" in order to distinguish the informational material from contract appendices which are part of the contract.
- C. The District shall develop and maintain directions and guidelines for District forms and procedures to be placed on the District website.

RESOLUTION OF DIFFERENCES

ARTICLE 7 - MEET AND DISCUSS PROCEDURE

The parties shall implement and comply with the "Meet and Discuss" policy and procedures, adopted by resolution of the Board on September 22, 1987, a copy of which shall be appended to this Agreement for informational purposes.

ARTICLE 8 - GRIEVANCE PROCEDURE

A. DEFINITIONS

- 1. Grievance. A grievance shall mean a complaint made by a member or members of the bargaining unit which involves the interpretation or application of the terms of this Agreement.
- 2. Grievant. A grievant is a member or members of the bargaining unit having a grievance.
- 3. Days. Days shall mean working school days, as defined herein; however, if a grievance timeline goes into the summer, days shall include days the district

office is open over the summer. If the grievance timeline extends into the summer, an additional four (4) days shall be included in each step of the grievance timeline.

4. Association. The exclusive bargaining representative for the bargaining unit and Association members. (See Article 2, Recognition.) The Association may also file a Grievance on behalf of a bargaining unit member.

B. RIGHTS OF REPRESENTATION

1. The Association President or Grievance Chair must be informed by the district of all grievances served. Either the President, Grievance Chair or their designee must be part of any settlement decisions. The President, Grievance Chair or their designee has the right to be present for any meetings, hearing, appeals, or other proceedings related to a grievance, which has been formally presented.
2. A grievant may represent him or herself from Level 1 through Level 4 of the grievance procedure or may be represented by the Association. If a grievant is not represented by the Association through Level 4, the Association shall have the right to be present and to state its view, with witnesses if necessary, at all stages. At Level 5, the Association owns the grievance and will be responsible for providing Association Counsel. Only the President of the Association or his/her designee has the right to speak regarding the position of the Association. No bargaining unit member is entitled to be represented by private counsel at any stage of the grievance procedure.

C. SUBMITTING GRIEVANCES

1. All formal grievances and dispositions of grievances shall be in writing. The Board shall be given notice of a grievance at least ten (10) days in advance of the meeting at which the Board will consider the grievance.
2. All grievances shall be instituted at the lowest possible level of supervision where an equitable solution may be reached.

3. If specified time limits are not met the grievant may submit a grievance to the next level up through level 4. (Time limits may be extended only if by mutual written agreement.) The Association may move a grievance up through Level 5.
4. In the event a grievance is filed at such time that it cannot be processed through all the necessary steps in the grievance procedure by the end of the school year, time limits shall be reduced to complete the procedure prior to the school year's end or as soon thereafter as is practicable. If the process is not practical, Paragraph A3 will be followed.

D. INITIATION AND PROCESSING OF PROFESSIONAL GRIEVANCES

Level One: The grievant shall discuss the grievance with the building principal within fifteen (15) days after the grievance occurs, the objective being to resolve the matter informally. If informal conversations do not resolve the grievance, an official grievance form will be presented.

Level Two: If the grievant is not satisfied with the decision at Level One, the grievance shall be moved to the Director of Human Resources or designee within seven (7) days after the action at Level One. The Director of Human Resources or designee shall render his/her decision within seven (7) days.

Level Three: The grievant, if not satisfied with the disposition of the grievance at Level Two, may, within seven (7) days after the action at Level Two, request that the grievance be moved to the Superintendent. The Superintendent shall render a decision within seven (7) days.

Level Four: The grievant, if not satisfied with the disposition of the grievance at Level Three, may, within seven (7) days after the action at Level Three, request a hearing with the Board. The hearing shall be held within fifteen (15) days, or at the next Board meeting, whichever is

longer, after receipt of the request. The Board shall render its decision within seven (7) days after the hearing.

Level Five: If the grievance is not satisfactorily resolved by the decision of the Board, the Association may, within seven (7) days after receiving the Board's decision, request that the grievance be submitted to arbitration. The Association will submit a request for a list of arbitrators to the Bureau of Mediation within thirty (30) business days of the Board's decision. The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If not, then parties shall strike from the Bureau of Mediation list. An arbitrator shall then be selected by striking names until one name remains according to the terms of Section 903 of Act 195.

The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and a collective bargaining agreement shall constitute the basis upon which the decision shall be rendered. The arbitrator shall neither add to, subtract from, nor modify the provisions of this Agreement. The arbitrator shall be confined to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

The district shall provide district release time for the Association President, Grievance Chair, or their designees and the grievant to attend grievance arbitration hearings.

PROFESSIONAL RESPONSIBILITIES

ARTICLE 9 - SCHOOL YEAR

- A. The contract for members of the bargaining unit, unless otherwise defined, shall be one hundred eighty-eight (188) work days which include one-hundred eighty (180) pupil-contact or Act 80 days, three clerical days (3) and five (5) professional learning days. If an employee is absent during one of the professional learning days where a Pennsylvania Department of Education or local mandated training occurs, the employee will be responsible to complete the training. During a professional learning day in August, one (1) hour, excluding travel time, will be set aside for the purpose of an Association meeting. This meeting shall be on a day where the entire professional staff is in one location, schedule permitting. A second Association meeting will be afforded with the same requirements during either the last early dismissal pupil day of the entire school year occurring in late May or June or a professional learning day, not a trade day or a clerical day, within the last month of the school year. The District recognizes the importance of clerical days to the professional staff and will discourage scheduling meetings on clerical days. For Clerical days occurring from September through May, work may be done in the classroom or at home at the discretion of the Superintendent.
- B. The last professional learning day of the year may be a trade time day as defined by administration and subject to the school calendar. If six (6) hours of trade time are earned, professional staff shall be excused from attending that day; if three (3) hours are earned, professional staff are excused for half the day; or any minor portion of the day equivalent to the number of hours earned. BASD Administration and BAEA will work to create a document concerning trade time.

- C. Up to five (5) additional days with compensatory pay will be required for new teachers who are a part of the Induction Program. These days will be scheduled at the discretion of the superintendent or assistant superintendent and will be published with the yearly school calendar. The Association will be afforded at least one (1) hour prior to the start of school to speak to new hires. Any after school meetings/trainings will be compensated at the bargained rate. The District will submit time for these days and meetings to payroll.

ARTICLE 10 - TEACHER WORK DAY

- A. Except as provided in Paragraphs B, E, and F, and herein, the teacher workday shall be seven and one-quarter (7 ¼) hours for elementary and secondary teachers. The scheduled work day for professional staff shall be between the hours of 7:45 a.m. and 4:00 p.m.

The additional non-student contact time from elementary's previous 6.75-hour day to 7.25 hours will be used as follows. The time is not to be considered preparation time according to paragraph 10D which pertains to preparation time during the student-contact portion of the school day.

Monday - teacher self-directed clerical time; however, this may be used for IEP/GIEP meetings (if agreed to by the teacher).

Tuesday/Wednesday/Thursday - Time on these days will be at the discretion of the Administration. The following is a non-exhaustive list of items:

- Parent conferences/ meetings
- Faculty meetings
- Clerical time
- Grade level meetings and collaboration
- Department meetings and collaboration
- Data analysis
- MTSS planning
- Planning for implementation of interventions, tutoring, counseling groups
- IEP preparation and meetings
- AM/PM duties
- PLC/Professional Learning
- PBIS committee meetings, Tier 2 PBIS meetings

- SEL programs for students or staff
- Mandatory trainings
- Clubs, intramurals
- eSAP or SAP meetings
- EST meetings
- K-12 curriculum alignment
- Curriculum committees
- Technology Professional Learning
- Review and evaluation of Comprehensive Plan goals
- School improvement planning

Friday – teacher self-directed clerical time

The work day hours will be continuous for each employee. The starting times for each employee in a particular building will be the same. In the event of the same or similar circumstances as the District experienced during the 2019-2020 school year due to the COVID-19 pandemic impacting school opening or a different delivery system, the above hours shall not impede the District’s ability to provide instruction as otherwise required by any local, state or federal laws, regulations, Executive Orders, to include any CDC or Pennsylvania Department of Health mandates or guidance regarding school operations. It is permissible for an individual employee to have work hours that are not consistent with the remainder of the building. This would be on an individual basis and must be an agreement between the individual teacher, the Association, and the District.

- B. The teacher workday may be extended up to 45 minutes on the first Tuesday each month except June, July and August. These Tuesdays will not be on election days. If the first Tuesday of the month is an election day, the Tuesday will be scheduled for a different Tuesday in that month. If a Tuesday is missed for a school closing, that Tuesday will be made up on the following Tuesday. The additional time is for scheduling faculty meetings, curriculum meetings, professional development meetings, as well as other meetings for school related issues. The monthly extended day schedule shall be determined as part of the annual calendar approval process.

- C. Teachers shall have one-half (1/2) hour free of all duties during the school lunch period. Teachers shall be permitted to leave their buildings during this one-half (1/2) hour duty-free lunch period within procedures established by the building principal.
- D. Administrators shall meet with the representatives of the Association to work out, within the time available and personnel available, sufficient preparation time for all members of the professional staff on the secondary level. Elementary teachers shall have time during the school day (when the students are under the supervision of a special area teacher and when the teacher has an unassigned recess duty period) for daily preparation.
- E. One (1) evening function at which teachers' attendance is required shall be held each school year. This function shall be planned jointly by the faculty and the administration, and the plans for such function shall be presented to the Board for consideration. These evening functions shall be scheduled on a regularly scheduled school day.
- F. The professional staff recognizes that under extreme emergency conditions, meetings other than the regular faculty meetings may be necessary. Under such extreme conditions, the faculty involved shall be consulted at the earliest possible moment to ascertain the nature of the emergency and to assist in the planning for the alleviation of the same. An emergency is a situation that poses an immediate risk to health (staff and student), life, property or environment or similar event.
- G. In order to provide equitable and professional Act 80/professional learning days, the teacher work day for Act 80/professional learning and clerical days shall be as follows:

Elementary and Secondary Professional Staff

Full Day

8:00 am to 3:15 pm with a 1 hour and 15 minute lunch

Half Day

8:00 am to 11:30 am or 11:30 am to 3:15 pm with a 30 minute lunch and 20 minute travel allotment included in the timeframe

LEAVES OF ABSENCE

ARTICLE 11 - SICK LEAVE

A. SICK LEAVE BANK

Bargaining unit members may contribute sick days to a sick leave bank, pursuant to Association-developed procedures.

B. SICK TIME AND PRORATION

Employees contracted to work one hundred eighty-eight (188) work days, both full time and part time, shall be provided ten (10) sick days at the beginning of the fiscal year. Unused sick days will accumulate from year to year. Sick leave shall be prorated for employees who are contracted to work more or less than one hundred eighty-eight (188) days.

C. EXCUSES

The District may request a written physician's statement from an employee after four (4) days of consecutive absence or upon suspicion of abuse (e.g. a pattern of same day absences, excessive absences).

D. ADDITIONAL LEAVE

Any professional staff member who is unable to perform his or her duties because of personal illness or disability, and who has exhausted all sick leave available, may be granted an unpaid leave of absence for the duration of such illness or disability at the discretion of the Board or its designee.

E. USE OF SICK DAYS

Absences are chargeable as sick leave only when the employee is unable to perform required duties due to illness or injury or for illness, injury or hospitalization or medical attention to a member of household or immediate

family which requires the personal attention of the employee. Time off for an employee's routine medical appointments is charged to sick time. The request for such time shall be made as far in advance as possible.

An employee may exchange two sick days for one personal day with a maximum of two additional personal days obtained per year. All accumulated totals as per Article 12 Section C are to be maintained. Requests for exchange must be made at least one week in advance. An exception to the one-week notification will be allowed in emergency situations.

Sick day requests will only be honored in half day (1/2) or full day increments. When school is delayed or there is an early dismissal sick time will be credited back to the employee.

ARTICLE 12 - PERSONAL LEAVE

- A. For purposes of personal leave, employees are divided into three categories, based upon years of active service in the District. Category I employees have less than nine (9) full years of active service. Category II employees have nine (9) or more full years of active service but less than fifteen (15) full years of active service. Category III employees have fifteen (15) or more full years of active service.
- B. Category I employees shall have three (3) personal leave days with pay each year. Category II employees shall have four (4) personal leave days with pay each year. Category III employees shall have five (5) personal leave days with pay each year.
- C. Category I employees may accumulate up to four (4) personal leave days. Category II employees may accumulate up to five (5) personal leave days. Category III employees may accumulate up to six (6) personal leave days.
- D. An employee may exchange two sick days for one personal day with a maximum of two additional personal days obtained per year. Accumulated totals as per

Article 12 Section C are to be maintained. Requests for exchange must be made at least one week in advance. An exception to the one-week notification will be allowed in emergency situations.

- E. A maximum of ten percent (10%) or 3 members of the professional staff of any one building, whichever is greater, on a first come-first serve basis, may take personal leave days during any one school day. The 10% or 3-member maximum does not apply to approved emergency requests. A teacher planning to use one or more of his/her personal leave days shall notify his/her building principal at least three (3) days in advance, except in cases of emergency. Employees may not use more than four (4) consecutive personal leave days unless special permission is granted by the Superintendent.

Personal leave requests will only be honored in half day (1/2) or full day increments. When school is delayed or there is an early dismissal personal leave time will be credited back to the employee.

- F. Unused personal leave days at the end of the school year may be redeemed at a rate of 100% the base per diem substitute teacher rate in force at the time of the redemption or may be converted to sick leave days. Any employee who wishes to redeem or convert unused personal leave day(s) shall notify the business office during the first week of June and shall receive payment before the end of June or credit sick leave day(s) for the following school year.
- G. Emergency days shall be granted by the Superintendent for extraordinary and unforeseen purposes. Such days are not in addition to personal days, but are a personal day or days that may only be used when the requirements of a regular personal day may not be met. Unforeseen typically means that the event that necessitates an emergency day was not known, or could not be known with adequate planning, seventy-two hours in advance of the request. Emergency typically involves a crisis or catastrophe involving the employee's immediate

family or property, and which necessitates immediate action. The ten percent (10%) building restriction does not apply to emergency days.

ARTICLE 13 - PROFESSIONAL LEAVE DAYS

A. Professional leave days may be granted for any educational purpose that would be beneficial to the District. Any professional staff member is eligible for professional leave regardless of years of service in the District or in the profession. Professional leave is in addition to sabbatical leave and is not associated with sabbatical leave in any way. Approval of professional leave is to be granted by the Board, or its designee. The decision to grant or deny a professional leave request may be appealed to the Board, if the decision was made by the Board's designee. Approval shall be obtained prior to the person's attendance at such function. The professional staff member planning to request professional leave shall notify his or her immediate supervisor at least two (2) weeks in advance of the anticipated absence. The request shall be reviewed on each administrative and/or supervisory level, and then submitted to the Board, or the appropriate supervisor designated by the Board.

Professional leave shall include (but at the Superintendent's discretion not be limited to) such activities as:

1. Workshops;
2. County, district, regional, state, national, and international events involving District students; and
3. Professional and educational conferences, including those sponsored by PSEA and NEA.

B. In some cases, a professional staff member's expenses while on professional leave may be reimbursed by the Board, in accordance with Article 20, subsection E of this Agreement.

ARTICLE 14 - MATERNITY LEAVE

Female employees shall be provided with maternity leave under the following provisions:

- A. The beginning date for a maternity leave shall be determined by the employee's physician and the employee, upon the certification by employee's physician of pregnancy, with a notification to the Board of the beginning date of the leave. The expiration date of the leave is to be determined by the female employee when she makes her request for the leave. If at all feasible, at least thirty (30) days prior notice of the commencement of the maternity leave shall be given to the Board.
- B. The effective termination date of the maternity leave shall be as designated by the female employee at the time the leave of absence for maternity purposes is requested. If, however, the employee's physician certifies that the employee is able to return to her full duties prior to the original date of termination previously specified, she may return at that time at the discretion of the Board or its designee. In no event shall the leave be longer than the next complete school year. In the event of death or miscarriage of the object child of the leave, the leave of absence may be terminated upon request of the teacher.
- C. If, due to circumstances, the employee needs to extend her maternity leave beyond the originally specified date, she must notify the Superintendent, in writing, at least thirty (30) days prior to the originally stated date of return, provided it does not extend beyond the next school year.
- D. Except as set forth herein and in subparagraph E, no salary, benefits, or other compensation shall be paid to or on behalf of the employee during the term of her maternity leave, except as may be provided for in accordance with FMLA (Family Medical Leave Act). However, in the event, while on maternity leave, the employee becomes temporarily disabled, caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from, then during such period of temporary disability, the employee shall be entitled to use accumulated

sick leave for the duration of the period of such disability, not to exceed, however, the amount of sick leave accumulated. Disability for the purpose of this provision shall be defined as "a condition, which precludes the employee from performing the duties normally required of her under her contract of employment."

- E. The employee may retain Health Insurance coverage by remitting full premium for the said insurance monthly to the District's Business Office. However, if the employee is temporarily disabled and using accumulated sick leave, the District shall pay for such coverage.
- F. Upon returning from maternity leave, the employee shall be returned to the same position she occupied prior to the leave unless that position no longer exists, in which event she shall be given another position for which she is properly certified. Upon returning from such leave she shall be placed in the same position on the salary schedule as she was prior to the granting of the leave, in accordance with years of teaching experience.

ARTICLE 15 - CHILD-REARING LEAVE

Following the period of disability resulting from the birth of a child, an employee, who is a parent of such child, may be granted a child-rearing leave under the following conditions:

- A. Request for child-rearing leave shall be given, in writing to the Board or its designee thirty (30) days prior to the commencement of the leave;
- B. The termination date of the child-rearing leave shall in no event be longer than the next complete school year;
- C. Such leave shall be without pay;
- D. The employee may retain health insurance coverage by remitting full monthly premiums to the District's Business Office;
- E. Upon return, a position similar to the one previously held shall be made available. If a similar position no longer exists, a position for which the

employee is properly certified shall be provided, in accordance with years of teaching experience;

- F. The provisions of this article shall be applicable to employees who accept a child for adoption (it is understood that the 30-day notice provision of Section (a) may be impossible to fulfill under these circumstances); and
- G. If both parents are employees of the District, only one (1) shall be entitled to child-rearing leave.

ARTICLE 16 - SABBATICAL LEAVE

- A. Sabbatical leaves of absence for professional employees shall be governed by Sections 1166 through and including 1171 of the School Code, which includes any amendments that may become effective during the term of this Agreement. A copy of Sections 1166-1171 is attached hereto for informational purposes. Sabbatical leave requests shall be made on forms provided by the Superintendent's Office. Requests for sabbatical leave for professional development must be made by April 15, of the year preceding the school term for which the leave is requested. Persons granted a leave shall receive one half (1/2) their regular salary and shall be required to submit quarterly reports of academic progress to the Superintendent or health assessment to the Director of Human Resources during the leave of absence.
- B. Employees taking a leave for professional development shall complete nine (9) graduate credits, twelve (12) undergraduate credits, or one hundred eighty (180) hours of professional development activities for each half school term of sabbatical leave. A full school term requires the completion of either eighteen (18) graduate credits, twenty-four (24) undergraduate credits, or the equivalent of (360) hours of professional development activities (Professional development responsibilities for which the individual is employed and will be reviewed by the Board or its designee on a case-by-case basis to determine applicability to assignment).

- C. At the completion of each half term the employee shall provide proof in the form of transcripts or other documentation from professional development activities that the requirements of the sabbatical request are being satisfied with the Superintendent's office. If the requirements of the preceding paragraph or the courses listed on the application have not been completed satisfactorily, the employee shall forfeit all payments and benefits received during sabbatical but shall have no right to return to employment until the period for which the sabbatical was originally requested has expired.
- D. Employees requesting sabbatical leave for reasons of health shall provide a doctor's certification to the Human Resource Department explaining the necessity for sabbatical leave with the application. The Board or its designee, at its expense, may require validation from a District medical representative prior to granting the leave or an examination at any time during the leave to substantiate the continuing need for medical leave. Failure of the employee to comply with this requirement shall cause the District to terminate salary payment until such obligation is fulfilled. If the employee is certified by the examining physician as fit to return to employment, the Board or its designee may terminate salary payments unless the employee returns to service. Prior to returning to service, following a sabbatical granted for restoration of health, the employee shall provide documentation from a doctor that he or she is medically capable of performing the duties to be assigned.
- E. No sabbatical leave of absence shall be granted unless the employee agrees to return to work for at least the duration of the sabbatical. If the employee fails to return to employment for at least the duration of the sabbatical, unless prevented by illness or disability, the employee shall forfeit and/or repay all payment and benefits received during the sabbatical as well as payment made on the employee's behalf to the Public School Employee's Retirement Fund.

- F. Credits taken during a sabbatical leave, as provided for in this article, shall be reimbursed at one hundred percent (100%) (actual or maximum) of Pennsylvania State University credit rate.
- G. Teachers who take a sabbatical for a full school term shall not be awarded sick leave, as per case law.

ARTICLE 17 - UNPAID LEAVE OF ABSENCE

- A. Upon application to and approval by the Board, a leave of absence may be granted to any professional staff member having taught two (2) years in the District. Proposed leaves which shall be considered include an exchange teaching program in another state, territory, or country; a foreign or military teaching job or program; the Peace Corps, Teaching Corps, VISTA, or Job Corps as a full-time participant in such a program; or travel or work or study program related to his or her professional responsibilities provided the teacher states his intention to return to the District. Upon return from such leave, a teacher shall be placed at the appropriate step on the salary schedule as he would have been had he taught in the District during such period.
- B. A military leave of absence shall be granted to any professional staff member in the District who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States in accordance with School Code Sections 1176-1181.
- C. A leave of absence may be granted to any professional staff member upon application to and approval of the Board for the purpose of serving as an officer of the State or National Association, or on its staff, provided said employee states his intention to return to the District. Upon return from such leave, said teacher will be placed on step in accordance with his years of teaching experience.
- D. A leave of absence may be granted to any professional staff member upon application to and approval of the Board for the purpose of campaigning for and

serving in a public office, provided said teacher states his intention to return to the District. Upon return from such leave, said teacher will be placed on step in accordance with his years of teaching experience.

- E. Any full-time member of the bargaining unit who has been employed by the District for at least five (5) years shall be granted a leave of absence without pay for the first four (4) years of the elected period in a public office as an elected County official in Pennsylvania. No person on such leave shall be eligible for retirement credit or for the purchase of retirement credit for the time spent on such leave, and at the end of the leave the employee shall be entitled to a position similar to that which was held prior to leave.
- F. Employee that is required to appear in court as a Plaintiff, Defendant, or subpoenaed witness shall be, upon written application for approval submitted to the building principal or to their appropriate supervisor if it be other than the building principal, and granted unpaid leave for the duration of the appearance. If, however, employee is required to appear in court in connection with their employment with the District, they shall promptly notify the building principal or their appropriate supervisor if it be other than the building principal, and shall be granted paid leave for the duration of the appearance. Any appearance fee, for employee that is on paid leave, shall be remitted to the District. Once the Plaintiff, Defendant, or subpoenaed witness is excused and/or their presence is no longer required, they shall forthwith return to work and the unpaid or paid leave shall terminate.
- G. Additional unpaid days of absence may be granted by the Board or its designee upon request of the teacher.

ARTICLE 18 - BEREAVEMENT LEAVE

In case of death in the immediate family, an employee shall be granted three (3) paid bereavement days to be used within seven (7) calendar days from the date of death. Members of the immediate family shall be defined as father, mother,

brother, sister, son, daughter, husband, wife, parent-in-law, grandchildren, grandfather, grandmother, son-in-law, daughter-in-law, all aforementioned step relationships, or near relative who resides in the same household, or any person with whom the employee has made a home.

In case of death of a near relative, an employee shall be granted one (1) paid bereavement day to be used within seven (7) calendar days from the date of death. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, or grandparent-in-law and all aforementioned step relationships.

The Superintendent may approve use of bereavement day(s) outside of the seven (7) day window(s) under certain circumstances.

COMPENSATION

ARTICLE 19 - SALARIES/PLACEMENT ON SCHEDULE

- A. Salary schedules are located in Appendix A. It is agreed that current employees have been placed on the salary schedule in accordance with their years of service, and credits earned.

The District shall provide a one-time \$500 retention bonus/stipend, not to become part of permanent salary, to all bargaining unit members employed by the District at the date of ratification by both parties. This one-time stipend is not PSERS eligible.

- B. With the exception of nurses, guidance counselors, and school psychologists, any bargaining unit member who provides services beyond the requirements of this agreement shall be paid in accordance with other articles of this agreement. In the event nurses, guidance counselors, and school psychologists are asked to provide services beyond the 188 days per year of this agreement, their extra salary for such

additional days shall be prorated on a per diem basis. Nurses will be afforded the equivalent of at least 3 additional work days prior to the start of the school year to complete work and prepare for the upcoming school year with approval of the building administrator. The Board or its designee will determine the number of days for the guidance and psychologist personnel beyond the normal contract year.

- C. All new employees shall be placed on the salary schedule based on years of experience in public education in Pennsylvania and any of the six (6) surrounding states (i.e. Delaware, Maryland, New Jersey, New York, Ohio, and West Virginia) and credits and/or academic degrees earned. Salary step placement based upon experience in public education outside of this geographic region will be negotiated between the potential new hire and the District. Experience in public education outside of the USA will not be recognized for salary purposes. Public education is defined by Public School Code Title 22 section 211.2. Any employee hired after the start of the second semester of the school year will remain on the same salary step for the following school year unless they are credited with prior year(s) of experience as defined above. Long term substitute service in the Bellefonte Area School District will count toward step placement if their service as a long-term substitute was at least 91 or more consecutive days in the same position.
 - a. Anyone coming into a long-term substitute position shall be placed on Step 1 of the Bachelor's or Master's column based on the degree and/or amount of credits that the individual possesses at the time they are placed into the long-term substitute position.
 - b. Any individual who would be in a situation to be employed in the same long-term substitute position or another long-term substitute position in the following year would be moved up to Step 2 of the salary schedule in effect at that time. In the event the long-term substitute would work an additional year they likewise would be credited with any and all

additional years of long-term substitute service for working in the Bellefonte Area School District, subject to the terms of the collective bargaining agreement about working 91 or more consecutive days a year to qualify for 1 year's credit.

- c. The parties agree that if an individual would work either 1 or 2 years in the District as a long-term substitute and then would be subsequently hired into a regular full-time or part-time position, they will be credited for such service under the Penns Manor Commonwealth Court case and in that instance, if they had one prior year of service as a long-term substitute, they will be placed on Step 2 of either the Bachelors, Masters or whatever other appropriate column based on their degree and the number of credits that have been attained at the time of hire.
- D. Upon satisfactory completion of sufficient credits as approved by the District/Superintendent to move a column on the pay scale and upon providing the necessary documentation for the same to the Superintendent's office, upon board approval an employee may change columns as follows:
 - Any credits turned in (that necessitate a column change) between April 1 and September 30 will result in the salary change on the 1st pay of the school year (approximately September 1).
 - Any credits turned in (that necessitate a column change) between October 1 and March 31 will result in the salary change on the 14th pay of the school year (approximately March 1).
 - An employee may only move one (1) column per school year unless a degree is obtained.
- E. Benefit statements provided by the district must be acknowledged by signature and submitted to the Business Office within thirty (30) calendar days of distribution. Failure to comply with this deadline will result in the information being considered correct and no changes will be made.

ARTICLE 20 - COMPENSATORY PAY

- A. Except as specified elsewhere in this Agreement, professional staff members who are requested by the Board and/or Administration to perform work at school beyond the contractually established work day shall be paid at the rate of \$32 per hour for the term of this agreement.
- B. Compensation for supervision of intramural activities outside the employee's daily time requirement as defined in this Agreement shall be at the rate of \$12 per hour.
- C. Any duties performed during the scheduled work day as defined in Article 10 will be additionally compensated at the rate determined in Section A. Agreed upon supervision of students outside of the scheduled work day shall be compensated based on section A.
- D. Professional staff members shall be compensated at the rate and in accordance with regulations established by the IRS when using their personal vehicles for approved school business, including homebound instruction, athletic or other extra-curricular activities, and events beyond school time and for events stated in paragraph A of this article.
- E. Professional staff members attending approved professional conferences, workshops, and functions involving students, in which expenses are incurred, shall be reimbursed at the following rates:
 - Mileage - The rate and in accordance with regulations established by the IRS.
 - Meals - An allowance of \$40 per day for all three meals, the same to be paid upon presentation of proper voucher. The District will pay the full amount of a banquet if such cost causes the daily limit to exceed \$40.
 - Actual cost of registration fee for the particular function with receipt for the same.
 - Actual lodging cost upon presentation of a receipt for the same.

- F. Any teacher who attends an IEP/GIEP conference outside of the contractually established workday (at the direction of the building administration) shall be compensated at the rate set forth in section A. Time sheets must be submitted within two (2) weeks of the occurrence to receive compensation.
- G. Any teacher required to write an IEP/GIEP, ER or GR outside of the contractually established workday shall be compensated at the rate set forth in section A, not to exceed two (2) hours. Time sheets must be submitted within two (2) weeks of the occurrence to receive compensation.

ARTICLE 21 - TUITION REIMBURSEMENT

- A. The District shall pay eighty-five percent (85%) of the tuition cost through any accredited program, not to exceed the Pennsylvania State University credit rate, for credits successfully completed in accordance with other provisions, requirements, and stipulations as hereinafter set forth in paragraph B.
- B. The District shall provide direct billing when possible. When direct billing is not possible, the payment shall be made upon the employee's written evidence of paid course registration. The eligible employee must be a full time employee upon both registration for and completion of the course. He/she must have completed two consecutive semesters of service in the District before beginning the course under this reimbursement program. In the event an employee is unable to provide a transcript showing satisfactory completion of the course with a grade of B or better or Pass where class is a Pass/Fail arrangement (within 45 days of the course's final class) or in the event the employee becomes ineligible for some other reason, the money paid the employee shall be repaid in full to the District by the employee. If the employee does not refund the money to the District, the District shall withhold the amount from the employee's pay.

- C. Employees who leave the employment of the District, for reasons other than death, disability, furlough or retirement, within one (1) year of receiving any reimbursement payment, shall be required to repay to the District one hundred percent (100%) of any monies received. Employees leaving within two (2) years shall repay fifty percent (50%) of any monies received. Employees leaving within three (3) years shall repay twenty-five percent (25%) of any monies received. Employees leaving after three (3) years or those with more than 15 years of local service shall not have any repayment obligations.
- D. Credits undertaken must:
 - a. lead to a master's or doctoral degree in the general field of education and/or educational administration; or
 - b. be in the employee's area(s) of certification or any field related to public education; or
 - c. be in the general field of education (including school administration and educational methods), as determined by the Superintendent.
- E. Employees will be reimbursed for up to 12 credits each fiscal year. For those in an approved degree program, employees will be reimbursed for up to fifteen credits each fiscal year. Credits are counted based on the fiscal year in which the course ends.
- F. The preapproval of the Superintendent or designee before the coursework commences is required for tuition reimbursement. The Superintendent has final approval authority for coursework in all cases. Employee's seeking preapproval will be notified of the approval status within three (3) weeks of submission.

ARTICLE 22 - WORKER'S COMPENSATION

Accidents occurring during the course of employment will be handled in accordance with the Pennsylvania Worker's Compensation Act. During the initial waiting period required under the Pennsylvania Worker's Compensation Act, employees will have the option to utilize sick leave for payment of wages. If a wage benefit is issued retroactively by the Worker's Compensation provider, the employee shall receive credit back of sick time used. The District shall pay such employee the difference between the employee's salary and the benefits received under the Pennsylvania Worker's Compensation Act. Employees will be responsible for completing and filing an accident report(s) with the Human Resources Department within three school business days of the incident unless extenuating circumstances exist.

ARTICLE 23 - JURY DUTY

A teacher called involuntarily for jury duty shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation for the term of the jury duty excluding mileage.

ARTICLE 24 - EXTRA PAY FOR EXTRA DUTY

Extra Duty Extra Pay positions as well as the salary for each position based on consecutive years of service in the same EDEP position are located in Appendix B. All employees on the EDEP salary schedule shall be paid a lump sum at the completion of services. Notwithstanding the foregoing, any position that has responsibilities for an entire year shall be paid in two installments (mid-year and end year). Positions shall only be paid if the Board of School Directors approves the specific program.

ARTICLE 25 - TERMINATION BONUS FOR LONGEVITY

A. Retiring employees who meet the Rule of 80 (a sum of the employee’s age and years of service in an educational institution shall be at least 80) and have provided fifteen (15) or more years of active service to the District, and notify the District of their intent to retire on or before April 15 shall receive the following amounts for unused sick days:

30 or more years of service	\$65 per unused sick day
20 - less than 30 years of service	\$45 per unused sick day
15 - less than 20 years of service	\$25 per unused sick day

B. Employees who also meet the Rule of 80 with fifteen (15) or more years of District service shall also receive an amount equal to the following schedule upon retirement from the District for each year of active service within the District upon retirement.

- 25 or more years of service: \$200 times each year of active service within the District
- 15 - less than 25 years of service: \$100 times each year of active service within the District

Employees who do not meet the Rule of 80 will not receive any payments under this section.

FRINGE BENEFITS

ARTICLE 26 - HEALTH BENEFITS

- A. The District shall provide a PPO Health Insurance Plan ("PPO Plan").
- B. The PPO Plan shall provide employees with premium sharing options, and corresponding deductibles as follows. This premium share will be divided equally over the pay periods.

- a. \$500/\$1,500 deductible
 - 2022-2023 \$1,040 individual/\$1,950 two-party/\$2,470 family
 - 2023-2024 \$1,170 individual/\$2,080 two-party/\$2,600 family
 - 2024-2025 \$1,300 individual/\$2,210 two-party/\$2,730 family
 - 2025-2026 \$1,430 individual/\$2,340 two-party/\$2,860 family

- b. \$1,000/\$3,000 deductible
 - 2022-2023 \$520 individual/\$910 two-party/\$1,170 family
 - 2023-2024 \$650 individual/\$1,040 two-party/\$1,300 family
 - 2024-2025 \$780 individual/\$1,170 two-party/\$1,430 family
 - 2025-2026 \$910 individual/\$1,300 two-party/\$1,560 family

C. Employees who have a spouse that is eligible for group health insurance through the following employer categories: Federal, State and Local Governments, Institutes of High Education, and other Educational Institutions (to include other school districts), are required to enroll the spouse in that employer’s plan. The employee may elect to maintain spousal coverage in the two-party or family categories with the District by electing to pay an additional premium that is equal to half the amount of the corresponding premiums for two-party and family in Section B (to include the premium from section B and section C) to have the spouse remain on the District’s plan as follows. This premium will be divided equally over the pay periods.

\$500/\$1,500 Deductible

- 2022-2023 \$975 two-party/\$1,235 family
- 2023-2024 \$1,040 two-party/\$1,300 family
- 2024-2025 \$1,105 two-party/\$1,365 family
- 2025-2026 \$1,170 two-party/\$1,430 family

\$1,000/\$3,000 Deductible

2022-2023	\$455 two-party/\$585 family
2023-2024	\$520 two-party/\$650 family
2024-2025	\$585 two-party/\$715 family
2025-2026	\$650 two-party/\$780 family

Employees are responsible for notifying the District if/when a spouse is eligible to receive health insurance benefits from one of the employer categories listed above.

- D. Employees who retire from the District and meet the Rule of 80 (years of service to the District plus age), shall be entitled to continue coverage under the District's PPO Plan, or whatsoever plan is then in existence, until Medicare eligibility and shall pay 100% of the individual premium. Spouses of such employees may be on the District's plan and must pay 100% of the individual premium.
- E. The District shall maintain a self-funding health benefits program (501 (c)(9) Trust) with the operational portion of the program to be handled by a third-party administrator. The current health benefits being provided shall remain intact except when an employee is dismissed or released from the District. In these instances, the coverage provided by the employer shall be continued, with the former employee being able to choose desired benefits from the Trust's medical program, with the premium being paid by the former employee for a period of time in accordance with COBRA Law. For reasons such as retirement, illness, or accidents, the employee may continue under the Trust's medical plan under the same provisions as set forth in Article 26.

ARTICLE 27 - DENTAL CARE

The District shall provide a Dental Care Program for each employee within the Bargaining Unit plus dependent coverage. Maximum coverage provided in each year shall be \$2,000. Orthodontics coverage is limited to under age 19 with a \$2,500 individual lifetime maximum.

ARTICLE 28 - PRESCRIPTION CARE

The District shall provide a Prescription Care Program for each employee within the Bargaining Unit plus dependent coverage. Retail prescriptions are limited to a thirty (30) day supply, and mail order prescriptions are limited to a ninety (90) day supply. Employees shall have a \$25 co-pay on all prescriptions.

ARTICLE 29 - VISION

The District shall provide a Vision Care Program for each employee within the Bargaining Unit plus dependent coverage. The maximum coverage provided in each twenty-four (24) month period shall be:

Exam	100%	UCR
Frames	\$150	maximum
Lenses	Single	\$70 maximum
	Bifocal	\$90 maximum
	Trifocal	\$120 maximum
	Aphakic	\$130 maximum
Contacts	\$150	maximum

Participants under 19 years of age or over 50 years of age shall be provided the maximum coverage in each twelve (12) month period.

ARTICLE 30 - GROUP LIFE INSURANCE

The District shall contract for and provide for each employee within the bargaining unit group life insurance in an amount equal to one and one half (1 1/2) times the employee's salary, rounded to the next highest one thousand dollars.

The District shall provide a 100% employee paid Life Insurance Program with premiums paid through payroll deductions (in addition to the employer paid plan). The plan will be available under conditions (such as participation, costs, policy amounts, etc.) that are beyond the District's control; and therefore, availability cannot be guaranteed. Participation in this plan is voluntary. Plan availability is subject to change.

ARTICLE 31 - INCOME PROTECTION

The District shall contract for and provide for each employee within the bargaining unit an integrated income protection plan to provide benefits for a period of five (5) years for sickness or accident, with a waiting period of one (1) year for both sickness and accident benefits, for a benefit in an amount equal to 60% of the salary of such professional employee not to exceed \$4,000 per month.

ASSOCIATION RIGHTS AND PRIVILEGES

ARTICLE 32 - PRESIDENT'S PROVISIONS

During the term of office of the Association President, the following provisions shall apply with respect to released time:

- A. The President if a secondary teacher shall:
 - 1. Be relieved of all duties except assigned periods of classroom instruction;
 - 2. Not be scheduled for classroom instruction to extend beyond the end of the sixth period unless otherwise agreed to by the president; and

3. Be available for any and all consultations from the end of the sixth period to the close of the school day; and any consultation with teachers may not interrupt classroom instruction time. Any deviation from the above provision shall be approved by the administration.
- B. In the event the President is an elementary teacher, he or she shall be relieved of all non-instructional duties such as morning bus duty, recess duty, and afternoon bus duty. Also, when possible, special area classes such as art, music, physical education, and library shall be scheduled at the end of the school day.
- C. Office space shall be made available for use of the Association President, if such space is available, at the discretion of the applicable building principal.

ARTICLE 33 - ASSOCIATION - RELATED LEAVES

The Association shall be granted a maximum of twelve (12) teaching days per year for members of the Association to perform Association business (i.e. conferences, hearings, etc.). These days are to be used at the discretion of the President or President's designee. When possible, the Association shall provide advance notice when utilizing these days.

ARTICLE 34 - MAINTENANCE OF MEMBERSHIP

Members may not relinquish membership in the professional association for the duration of the collective bargaining agreement, except that any such employee may resign from the professional association during the period of fifteen (15) days prior to the expiration of the term of this agreement, as provided in Act 195.

ARTICLE 35 - DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of professional employees annual Association membership dues at the written request of the member of the Association and to transmit the monies so deducted monthly to the Association.

- B. The Association shall certify to the District Business Office, in writing, by November 1 of each school year the current rate of dues for Association members for the current school year. Failure by the Association to provide such information by November 1 relieves the District Business Office from complying for the school year.
- C. Dues deductions referred to in Paragraph A shall be made in equal biweekly installments commencing with the second pay period in November.
- D. Any member of the Association wishing to pay his/her dues through dues deduction shall request said deductions in writing by signing the approved dues deduction request form. The signed dues deduction request form shall be submitted to the Association in time to be forwarded to the District Business Office by November 1. If the member fails to meet the November 1 deadline, he/she forfeits the deduction privilege for the current school year. This dues deduction request shall remain in effect from year to year for as long as the member is a full-time professional employee in the District unless:
 - 1. This provision is altered or rescinded by a successor bargaining agreement;
 - 2. The member resigns from the Association in accordance with the provisions of Article 34 (Maintenance of Membership);
 - 3. The member rescinds, in writing, the dues deduction request and submits said rescission to the Association during the period of time between the first day of school and September 30th of any school year. This rescission shall be forwarded to the District Business Office by October 1. No rescission of dues deduction shall be accepted, either by the Association or the District Business Office, after October 1.
- E. The parties recognize that the language in Section E is not legally enforceable. The parties are therefore not seeking enforcement of the language. If the Janus decision is overturned at a later date, the parties agree to resume enforcement of Section E.

Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The District and the Association agree to comply with all provisions of said Act.

ARTICLE 36 - PAY PERIODS AND VOLUNTARY DEDUCTIONS

- A. Salary will be paid in equal bi-weekly amounts for the 26 pay periods by direct deposit. In a year in which the payroll would be out of a normal rotation, the District will adjust the 26 pay periods to 27 pay periods.
- B. All voluntary deductions shall be made in equal amounts that coincide with the pay periods unless otherwise agreed to in writing.

ARTICLE 37 - CONCURRENT ENROLLMENT

- A. For courses where students can earn post-secondary credit, teachers of those courses will be compensated an additional one thousand five hundred dollars (\$1,500). The district retains discretion as to who teaches these courses. Once the courses are assigned, the building administrator will notify the business office. This notice will be sufficient to secure payment.
- B. Payment shall be made in two equal installments, one on the last pay date of the calendar year and another on the first pay date following the completion of the course.

ARTICLE 38 - INSTRUCTIONAL COACHES

- A. Instructional coaches may select any other non-professional learning day for compensation for their trade time hours instead of the last scheduled professional learning day of the year. If at all possible coaches need to be a part of the last professional learning day. Unavoidable conflicts and emergency situations will be handled with instructional coaches the same way they are handled with all staff.

- B. Similar to other professional staff, instructional coaches may acquire (as a facilitator or participant) up to 6 hours of trade time for trade off for this additional day.
- C. Up to 6 hours will be compensated for after school sessions offered. Anything in addition, outside of the school day, must be pre-approved by the assistant superintendent.
- D. Instructional coaches will be allowed to submit up to 8 hours of compensatory pay for preparation work done over the summer.

ARTICLE 39 - VACANCIES

A vacancy occurs when there is a new position or an opening in an existing position due to resignation, retirement or death and the Board is desirous of filling the position.

Vacancies will be posted on the district website. All bargaining unit members will be notified of each vacancy by District email.

- A. Internal candidates will be interviewed prior to external candidates for open positions.
- B. Internal candidates will not be interviewed by other bargaining unit members.
- C. Only if an opening is not filled within or becomes open within three weeks of the start of the school year, internal and external interviews may run concurrently.

ARTICLE 40 - MEDICATION

- A. Administering medication - No bargaining unit member shall be permitted to dispense medication or perform any medical task (except those who are certified to do so) except in emergency situations.
- B. The District agrees to defend and indemnify bargaining unit employees against liability in the performance of this activity. In these instances, the

parent/guardian must have provided written consent requesting that a prescription and/or a non-prescription medication is to be made available to their child(ren) during school hours.

ARTICLE 41 - FMLA

When an employee requests FMLA, it will run concurrently with paid time off. However, if any of the leave is unpaid, the entire leave will be designated as FMLA.


ARTICLE 42 - AGREEMENT ACCEPTANCE

- A. This Agreement constitutes the complete understanding of the parties and it may not be amended or modified prior to its termination except by written Agreement between the parties hereto.
- B. In the event any article, provision, section, sentence clause or part of this Agreement shall be held to be invalid by the Pennsylvania Labor Relations Board, or by a Court of law exercising final jurisdiction, such invalidity shall not affect or impair any remaining article, provision, section, sentence, clause, or part of this agreement; it being the intent of the parties hereto that the remainder shall be and remain in full force and effect.
- C. Intending to be legally bound hereby, the parties hereto have caused this Agreement to be executed by their duly authorized officers and/or agents this 29th day of March 2022, to become effective as of July 1, 2022.

BELLEFONTE AREA EDUCATION
ASSOCIATION

By: 


Kimberly Sharp, President

By: 


Jennifer Carroll, Vice President

March 29, 2022

BELLEFONTE AREA BOARD OF
SCHOOL DIRECTORS

By: 

Jeffrey Steiner, President

Attest: 

Kenneth G. Bean, Jr. Board Secretary

March 29, 2022

**APPENDIX A
2022-2023**

Years of Service	Step	B	B30	B40 (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45	DOC
1	1	50,265	51,515	52,765	54,525	55,775	57,025	58,785	59,785
2	2	50,515	51,765	53,015	54,775	56,025	57,275	59,035	60,035
3	3	50,765	52,015	53,265	55,025	56,275	57,525	59,285	60,285
4-5	4	51,015	52,265	53,515	55,275	56,525	57,775	59,535	60,535
6-7	5	51,265	52,515	53,765	55,525	56,775	58,025	59,785	60,785
8-9	6	51,765	53,015	54,265	56,025	57,275	58,525	60,285	61,285
10	7	52,265	53,515	54,765	56,525	57,775	59,025	60,785	61,785
11	8	52,765	54,015	55,265	57,025	58,275	59,525	61,285	62,285
12	9	53,265	54,515	55,765	57,525	58,775	60,025	61,785	62,785
13	10	53,765	55,015	56,265	58,025	59,275	60,525	62,285	63,285
14	11	54,765	56,015	57,265	59,025	60,275	61,525	63,285	64,285
15	12	55,765	57,015	58,265	60,025	61,275	62,525	64,285	65,285
16	13	56,765	58,015	59,265	61,025	62,275	63,525	65,285	66,285
17	14	57,765	59,015	60,265	62,025	63,275	64,525	66,285	67,285
18	15	58,765	60,015	61,265	63,025	64,275	65,525	67,285	68,285
19	16	59,765	61,015	62,265	64,025	65,275	66,525	68,285	69,285
20	17	60,765	62,015	63,265	65,025	66,275	67,525	69,285	70,285
21	18	62,765	64,015	65,265	67,025	68,275	69,525	71,285	72,285
22	19	64,765	66,015	67,265	69,025	70,275	71,525	73,285	74,285
23	20	66,765	68,015	69,265	71,025	72,275	73,525	75,285	76,285
24	21	70,761	72,011	73,261	75,021	76,271	77,521	79,281	80,281
25+	22	74,761	76,011	77,261	79,021	80,271	81,521	83,281	84,281

(1) Only for employees hired prior to 7/1/02.

(2) Only for employees hired prior to 7/1/95.

**APPENDIX A
2023-2024**

Years of Service	Step	B	B30	B40 (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45	DOC
1	1	51,277	52,527	53,777	55,537	56,787	58,037	59,797	60,797
2	2	51,527	52,777	54,027	55,787	57,037	58,287	60,047	61,047
3	3	51,777	53,027	54,277	56,037	57,287	58,537	60,297	61,297
4	4	52,027	53,277	54,527	56,287	57,537	58,787	60,547	61,547
5-6	5	52,277	53,527	54,777	56,537	57,787	59,037	60,797	61,797
7-8	6	52,777	54,027	55,277	57,037	58,287	59,537	61,297	62,297
9-10	7	53,277	54,527	55,777	57,537	58,787	60,037	61,797	62,797
11	8	53,777	55,027	56,277	58,037	59,287	60,537	62,297	63,297
12	9	54,277	55,527	56,777	58,537	59,787	61,037	62,797	63,797
13	10	54,777	56,027	57,277	59,037	60,287	61,537	63,297	64,297
14	11	55,777	57,027	58,277	60,037	61,287	62,537	64,297	65,297
15	12	56,777	58,027	59,277	61,037	62,287	63,537	65,297	66,297
16	13	57,777	59,027	60,277	62,037	63,287	64,537	66,297	67,297
17	14	58,777	60,027	61,277	63,037	64,287	65,537	67,297	68,297
18	15	59,777	61,027	62,277	64,037	65,287	66,537	68,297	69,297
19	16	60,777	62,027	63,277	65,037	66,287	67,537	69,297	70,297
20	17	61,777	63,027	64,277	66,037	67,287	68,537	70,297	71,297
21	18	63,777	65,027	66,277	68,037	69,287	70,537	72,297	73,297
22	19	65,777	67,027	68,277	70,037	71,287	72,537	74,297	75,297
23	20	67,777	69,027	70,277	72,037	73,287	74,537	76,297	77,297
24	21	71,777	73,027	74,277	76,037	77,287	78,537	80,297	81,297
25+	22	75,777	77,027	78,277	80,037	81,287	82,537	84,297	85,297

(1) Only for employees hired prior to 7/1/02.

(2) Only for employees hired prior to 7/1/95.

**APPENDIX A
2024-2025**

Years of Service	Step	B	B30	B40 (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45	DOC
1	1	52,277	53,527	54,777	56,537	57,787	59,037	60,797	61,797
2	2	52,527	53,777	55,027	56,787	58,037	59,287	61,047	62,047
3	3	52,777	54,027	55,277	57,037	58,287	59,537	61,297	62,297
4	4	53,027	54,277	55,527	57,287	58,537	59,787	61,547	62,547
5	5	53,277	54,527	55,777	57,537	58,787	60,037	61,797	62,797
6-7	6	53,777	55,027	56,277	58,037	59,287	60,537	62,297	63,297
8-9	7	54,277	55,527	56,777	58,537	59,787	61,037	62,797	63,797
10-11	8	54,777	56,027	57,277	59,037	60,287	61,537	63,297	64,297
12	9	55,277	56,527	57,777	59,537	60,787	62,037	63,797	64,797
13	10	55,777	57,027	58,277	60,037	61,287	62,537	64,297	65,297
14	11	56,777	58,027	59,277	61,037	62,287	63,537	65,297	66,297
15	12	57,777	59,027	60,277	62,037	63,287	64,537	66,297	67,297
16	13	58,777	60,027	61,277	63,037	64,287	65,537	67,297	68,297
17	14	59,777	61,027	62,277	64,037	65,287	66,537	68,297	69,297
18	15	60,777	62,027	63,277	65,037	66,287	67,537	69,297	70,297
19	16	61,777	63,027	64,277	66,037	67,287	68,537	70,297	71,297
20	17	62,777	64,027	65,277	67,037	68,287	69,537	71,297	72,297
21	18	64,777	66,027	67,277	69,037	70,287	71,537	73,297	74,297
22	19	66,777	68,027	69,277	71,037	72,287	73,537	75,297	76,297
23	20	68,777	70,027	71,277	73,037	74,287	75,537	77,297	78,297
24	21	72,777	74,027	75,277	77,037	78,287	79,537	81,297	82,297
25+	22	76,777	78,027	79,277	81,037	82,287	83,537	85,297	86,297

(1) Only for employees hired prior to 7/1/02.

(2) Only for employees hired prior to 7/1/95.

**APPENDIX A
2025-2026**

Years of Service	Step	B	B30	B40 (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45	DOC
1	1	53,277	54,527	55,777	57,537	58,787	60,037	61,797	62,797
2	2	53,527	54,777	56,027	57,787	59,037	60,287	62,047	63,047
3	3	53,777	55,027	56,277	58,037	59,287	60,537	62,297	63,297
4	4	54,027	55,277	56,527	58,287	59,537	60,787	62,547	63,547
5	5	54,277	55,527	56,777	58,537	59,787	61,037	62,797	63,797
6	6	54,777	56,027	57,277	59,037	60,287	61,537	63,297	64,297
7-8	7	55,277	56,527	57,777	59,537	60,787	62,037	63,797	64,797
9-10	8	55,777	57,027	58,277	60,037	61,287	62,537	64,297	65,297
11-12	9	56,277	57,527	58,777	60,537	61,787	63,037	64,797	65,797
13	10	56,777	58,027	59,277	61,037	62,287	63,537	65,297	66,297
14	11	57,777	59,027	60,277	62,037	63,287	64,537	66,297	67,297
15	12	58,777	60,027	61,277	63,037	64,287	65,537	67,297	68,297
16	13	59,777	61,027	62,277	64,037	65,287	66,537	68,297	69,297
17	14	60,777	62,027	63,277	65,037	66,287	67,537	69,297	70,297
18	15	61,777	63,027	64,277	66,037	67,287	68,537	70,297	71,297
19-20	16	63,777	65,027	66,277	68,037	69,287	70,537	72,297	73,297
21	17	65,777	67,027	68,277	70,037	71,287	72,537	74,297	75,297
22	18	67,777	69,027	70,277	72,037	73,287	74,537	76,297	77,297
23	19	69,777	71,027	72,277	74,037	75,287	76,537	78,297	79,297
24	20	73,777	75,027	76,277	78,037	79,287	80,537	82,297	83,297
25+	21	77,777	79,027	80,277	82,037	83,287	84,537	86,297	87,297

- (1)** Only for employees hired prior to 7/1/02.
- (2)** Only for employees hired prior to 7/1/95.

**APPENDIX B
EXTRA DUTY/EXTRA PAY
ACADEMIC POSITIONS/HIGH SCHOOL**

<u>POSITION</u>	<u>1 - 4 yrs Service</u>	<u>5 - 8 yrs Service</u>	<u>9 - 12 yrs Service</u>	<u>>13 yrs Service</u>
Academic Decathlon	\$2,150.00	\$2,193.00	\$2,236.86	\$2,281.60
Advisor 12th Grade-Class	\$1,900.00	\$1,938.00	\$1,976.76	\$2,016.30
Advisor 12th Grade-Class	\$1,900.00	\$1,938.00	\$1,976.76	\$2,016.30
Advisor 11th Grade-Class	\$1,800.00	\$1,836.00	\$1,872.72	\$1,910.17
Advisor 11th Grade-Class	\$1,800.00	\$1,836.00	\$1,872.72	\$1,910.17
Advisor 10th Grade-Class	\$1,800.00	\$1,836.00	\$1,872.72	\$1,910.17
Advisor 9th Grade-Class	\$1,800.00	\$1,836.00	\$1,872.72	\$1,910.17
Graduation Coordinator	\$1,800.00	\$1,836.00	\$1,872.72	\$1,910.17
Ananda	\$550.00	\$561.00	\$572.22	\$583.66
Art Club Advisor	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Auditorium Coordinator	\$2,000.00	\$2,040.00	\$2,080.80	\$2,122.42
Band Director	\$7,000.00	\$7,140.00	\$7,282.80	\$7,428.46
Band Assistant Director	\$3,850.00	\$3,927.00	\$4,005.54	\$4,085.65
Band Dance Team	\$2,850.00	\$2,907.00	\$2,965.14	\$3,024.44
Band Majorettes	\$2,850.00	\$2,907.00	\$2,965.14	\$3,024.44
Band Percussion	\$2,850.00	\$2,907.00	\$2,965.14	\$3,024.44
Band Silks	\$2,850.00	\$2,907.00	\$2,965.14	\$3,024.44
Chorus Director	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
Drama Advisor	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
Drama Assistant	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
FBLA	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
FFA	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
French Honor Society Advisor	\$535.00	\$545.70	\$556.61	\$567.75
Key Club	\$1,100.00	\$1,122.00	\$1,144.44	\$1,167.33
Mock Trial Advisor	\$1,100.00	\$1,122.00	\$1,144.44	\$1,167.33
Model UN Advisor	\$2,150.00	\$2,193.00	\$2,236.86	\$2,281.60
National Honor Society Adv.	\$1,550.00	\$1,581.00	\$1,612.62	\$1,644.87
Newspaper Advisor	\$2,300.00	\$2,346.00	\$2,392.92	\$2,440.78
Orchestra	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
Raider Revolution	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Spanish Honor Society Advisor	\$535.00	\$545.70	\$556.61	\$567.75
Student Council Advisor	\$3,500.00	\$3,570.00	\$3,641.40	\$3,714.23
Yearbook Advisor	\$6,000.00	\$6,120.00	\$6,242.40	\$6,367.25

**APPENDIX B
EXTRA DUTY/EXTRA PAY
ACADEMIC POSITIONS/MIDDLE SCHOOL**

<u>POSITION</u>	<u>1 - 4 yrs Service</u>	<u>5 - 8 yrs Service</u>	<u>9 - 12 yrs Service</u>	<u>>13 yrs Service</u>
Art Club Advisor	\$500.00	\$510.00	\$520.20	\$530.60
Auditorium Coordinator	\$1,100.00	\$1,122.00	\$1,144.44	\$1,167.33
Band Director	\$3,850.00	\$3,927.00	\$4,005.54	\$4,085.65
Band Majorettes	\$1,567.50	\$1,598.85	\$1,630.83	\$1,663.44
Chain Reaction	\$500.00	\$510.00	\$520.20	\$530.60
Chorus Director	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
Destination Imagination	\$1,000.00	\$1,020.00	\$1,040.40	\$1,061.21
Drama - Advisor	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
Drama Assistant	\$1,430.00	\$1,458.60	\$1,487.77	\$1,517.53
Newspaper Advisor	\$1,265.00	\$1,290.30	\$1,316.11	\$1,342.43
Orchestra	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
Student Council Advisor	\$1,925.00	\$1,963.50	\$2,002.77	\$2,042.83
Yearbook Advisor	\$3,300.00	\$3,366.00	\$3,433.32	\$3,501.99

ELEMENTARY READING COMPETITION

Bellefonte Elementary (\$1000 per team)	\$2,000.00
Benner Elementary (\$1000 per team)	\$2,000.00
Marion Walker Elementary (\$1000 per team)	\$2,000.00
Pleasant Gap Elementary (\$1000 per team)	\$2,000.00

**APPENDIX B
EXTRA DUTY/EXTRA PAY
CLUB/ACTIVITY- FLEX POSITIONS**

HS Club/ Activity 1	\$500.00
MS Club/ Activity 1	\$500.00
MS Club/ Activity 2	\$500.00
Bellefonte Elementary Club/ Activity 1	\$500.00
Bellefonte Elementary Club/ Activity 2	\$500.00
Benner Elementary Club/ Activity 1	\$500.00
Benner Elementary Club/ Activity 2	\$500.00
Marion Walker Elementary Club/ Activity 1	\$500.00
Marion Walker Elementary Club/ Activity 2	\$500.00
Pleasant Gap Elementary Club/ Activity 1	\$500.00
Pleasant Gap Elementary Club/ Activity 2	\$500.00

**APPENDIX B
EXTRA DUTY/EXTRA PAY
ATHLETIC POSITIONS**

<u>POSITION</u>	<u>1 - 4 yrs Service</u>	<u>5 - 8 yrs Service</u>	<u>9 - 12 yrs Service</u>	<u>>13 yrs Service</u>
<u>BASEBALL</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JV Head Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
<u>BOYS BASKETBALL</u>				
Varsity Head Coach	\$6,150.00	\$6,273.00	\$6,398.46	\$6,526.43
Varsity Assistant Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Head Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Assistant Coach	\$2,198.63	\$2,242.60	\$2,287.45	\$2,333.20
<u>GIRLS BASKETBALL</u>				
Varsity Head Coach	\$6,150.00	\$6,273.00	\$6,398.46	\$6,526.43
Varsity Assistant Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Head Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Assistant Coach	\$2,198.63	\$2,242.60	\$2,287.45	\$2,333.20
<u>CHEERLEADING</u>				
Head Coach	\$4,300.00	\$4,386.00	\$4,473.72	\$4,563.19
Assistant Coach	\$2,365.00	\$2,412.30	\$2,460.55	\$2,509.76
JH Head Coach	\$2,365.00	\$2,412.30	\$2,460.55	\$2,509.76
<u>CROSS COUNTRY</u>				
Varsity Head Coach	\$4,000.00	\$4,080.00	\$4,161.60	\$4,244.83
Varsity Assistant Coach	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
JH Head Coach	\$2,200.00	\$2,244.00	\$2,288.88	\$2,334.66
<u>FOOTBALL</u>				
Varsity Head Coach	\$9,000.00	\$9,180.00	\$9,363.60	\$9,550.87
Varsity Assistant Coach	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98
Varsity Assistant Coach	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98
Varsity Assistant Coach	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98
Varsity Assistant Coach	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98
JH Head Coach	\$4,950.00	\$5,049.00	\$5,149.98	\$5,252.98
JH Assistant Coach	\$3,217.50	\$3,281.85	\$3,347.49	\$3,414.44
JH Assistant Coach	\$3,217.50	\$3,281.85	\$3,347.49	\$3,414.44

**APPENDIX B
EXTRA DUTY/EXTRA PAY
ATHLETIC POSITIONS (continued)**

<u>POSITION</u>	<u>1 - 4 yrs Service</u>	<u>5 - 8 yrs Service</u>	<u>9 - 12 yrs Service</u>	<u>>13 yrs Service</u>
<u>BOYS GOLF</u>				
Varsity Head Coach	\$2,600.00	\$2,652.00	\$2,705.04	\$2,759.14
<u>GIRLS GOLF</u>				
Varsity Head Coach	\$2,600.00	\$2,652.00	\$2,705.04	\$2,759.14
<u>GYMNASTICS</u>				
Varsity Head Coach	\$4,300.00	\$4,386.00	\$4,473.72	\$4,563.19
Varsity Assistant Coach	\$2,365.00	\$2,412.30	\$2,460.55	\$2,509.76
<u>BOYS LACROSSE</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
<u>GIRLS LACROSSE</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
<u>BOYS SOCCER</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Head Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Assistant Coach	\$1,966.25	\$2,005.58	\$2,045.69	\$2,086.60
<u>GIRLS SOCCER</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Head Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Assistant Coach	\$1,966.25	\$2,005.58	\$2,045.69	\$2,086.60

**APPENDIX B
EXTRA DUTY/EXTRA PAY
ATHLETIC POSITIONS (continued)**

<u>POSITION</u>	<u>1 - 4 yrs Service</u>	<u>5 - 8 yrs Service</u>	<u>9 - 12 yrs Service</u>	<u>>13 yrs Service</u>
<u>SOFTBALL</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JV Head Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Head Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
JH Assistant Coach	\$1,966.25	\$2,005.58	\$2,045.69	\$2,086.60
<u>SWIMMING</u>				
Varsity Head Coach	\$5,000.00	\$5,100.00	\$5,202.00	\$5,306.04
Varsity Assistant Coach	\$2,750.00	\$2,805.00	\$2,861.10	\$2,918.32
Varsity Assistant Coach	\$2,750.00	\$2,805.00	\$2,861.10	\$2,918.32
<u>TRACK & FIELD</u>				
Varsity Head Coach	\$6,500.00	\$6,630.00	\$6,762.60	\$6,897.85
Varsity Assistant Coach	\$3,575.00	\$3,646.50	\$3,719.43	\$3,793.82
Varsity Assistant Coach	\$3,575.00	\$3,646.50	\$3,719.43	\$3,793.82
Varsity Assistant Coach	\$3,575.00	\$3,646.50	\$3,719.43	\$3,793.82
JH Head Coach	\$3,575.00	\$3,646.50	\$3,719.43	\$3,793.82
JH Assistant Coach	\$2,323.75	\$2,370.23	\$2,417.63	\$2,465.98
JH Assistant Coach	\$2,323.75	\$2,370.23	\$2,417.63	\$2,465.98
<u>VOLLEYBALL</u>				
Varsity Head Coach	\$5,500.00	\$5,610.00	\$5,722.20	\$5,836.64
Varsity Assistant Coach	\$3,025.00	\$3,085.50	\$3,147.21	\$3,210.15
<u>WRESTLING</u>				
Varsity Head Coach	\$6,150.00	\$6,273.00	\$6,398.46	\$6,526.43
Varsity Assistant Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
Varsity Assistant Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Head Coach	\$3,382.50	\$3,450.15	\$3,519.15	\$3,589.54
JH Assistant Coach	\$2,198.63	\$2,242.60	\$2,287.45	\$2,333.20

APPENDIX C MEET AND DISCUSS POLICY

1. Purpose **Act 195, Public Employees Relations Act, provides for mandatory "meet and discuss" between the Board and the Association on matters of concern impacting wages, hours, terms and conditions of employment not required to be bargained, upon written request by representatives of the Area Education Association.**

2. Guidelines The Board encourages informal discussion of issues which need clarification and establishes the following procedures for "meet and discuss" sessions:
 1. Requests for items to be considered in "meet and discuss" procedure shall be submitted to the Board in writing by the Association to the Superintendent's office.
 2. Upon receiving written request for "meet and discuss" items, the Superintendent shall submit such items to the Board for consideration.
 3. Within thirty (30) days after receipt of items for consideration, the Meet and Discuss Committee of the Board shall meet with a like committee of the Association for consideration of the items so requested. In order to keep "meet and discuss" sessions informal, neither committee shall include legal counsel.
 4. The committee of the Board shall be composed of the Board President or designee, the Superintendent, the Director of Fiscal Affairs if the items involve areas under his/her jurisdiction, and two (2) administrators who would be concerned with the items under discussion.
 5. A representative of the Board Committee and a representative of the Association shall schedule the meeting to consider such items so requested at a mutually agreeable date and prepare an agenda for the meeting.
 6. Items for discussion shall be limited to three (3) at any one session.
 7. After the committees of the Board and the committee representing the Association have conducted the "meet and discuss" committee meeting, a recommendation shall be submitted to the Board for consideration.
 8. The Board shall consider the recommendation at its next regularly scheduled meeting held at least fifteen (15) days after the recommendation has been submitted to the Board.
 9. The Board, in the exercise of managerial prerogative, shall have the sole determination as to appropriate action, if any, on the committee recommendation.

APPENDIX D SCHOOL CODE 1166-1171

§ 11-1166.1. Leaves of absence for professional development

(a) A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the board of school directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth for a professional certificate or commission or to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the board of school directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum for a half school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

(b) The employee requesting a leave of absence for professional development shall submit to the board of school directors a detailed plan describing the professional development activities to be undertaken. The board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the employee shall provide to the board of school directors satisfactory evidence that the employee's approved plan for professional development was fully complied with during the leave of absence. If the employee fails to do so, unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the absence for professional development.

§ 11-1166. Persons entitled

(a) Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, of any board of school directors, county board of school directors, or any other part of the public school system of the Commonwealth, shall be entitled to a leave of absence for professional development or a sabbatical leave for restoration of health or, at the discretion of the board of school directors, for other purposes. At least five consecutive years of such service shall have been in the school district from which leave of absence for professional development or sabbatical leave for restoration of health is sought, unless the board of school directors shall in its discretion allow a shorter time: Provided, however, That in the case of professional employees of area vocational-technical schools or technical institutes prior service in the participating school districts shall be credited toward such service

requirement. A leave of absence for professional development or sabbatical leave for restoration of health shall be for a half or full school term or for two half school terms during a period of two years, at the option of such person: Provided, however, if a sabbatical leave is requested because of the illness of an employee, a leave shall be granted for a period equivalent to a half or full school term or equivalent to two half school terms during a period of two years: Provided further, That if a sabbatical leave for restoration of health or a leave of absence for professional development for one half school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the employee, upon written request prior to the expiration of the original leave, shall be entitled to a further leave for one half school term or its equivalent: Provided further, That if a leave for a full school term or its equivalent has been granted and the employee is unable to return to school service because of illness or physical disability, the board of school directors may extend such leave for such periods as it may determine but not to exceed one full school term or its equivalent. Thereafter, one leave of absence for professional development or a sabbatical leave for restoration of health shall be allowed after each seven years of service.

(b) A sabbatical leave for restoration of health or a leave of absence for professional development granted to a regular employee shall also operate as a leave of absence without pay from all other school activities.

§ 11-1167. Preferences; limitations

Applications for leaves of absence shall be given preference, according to the years of service since the previous sabbatical leave of the applicant, and in accordance with regulations adopted by the board of school directors.

No school district shall limit the number of leaves of absence granted in any school year to less than ten per centum (10%) of the number of persons eligible for such leave of absence regularly employed in such district. Schools which have a staff of seven (7) or less teachers shall be permitted at least one leave of absence each term.

§ 11-1168. Return to employment

(a) No leave of absence shall be granted unless such person shall agree to return to his or her employment with the school district for a period of not less than one school term immediately following such leave of absence.

(b) No such leave of absence shall be considered a termination or breach of the contract of employment, and the person on leave of absence shall be returned to the same position in the same school or schools he or she occupied prior thereto.

(c) If the employee fails to return to employment unless prevented by illness or physical disability, the employee shall forfeit all benefits to which said employee would have been entitled under the provisions of this act for the period of the leave.

(d) If such employee resigns or fails to return to his employment, the amount contributed by the school district under section 1170 of this act to the Public School Employees' Retirement Fund shall be deducted from the refund payable to such employee under existing law and the amount so deducted shall be refunded to the school district by which it was paid.

§ 11-1169. Salary while on leave

The person on leave of absence shall receive at least one-half of his or her regular salary during the period he or she is on sabbatical leave.

§ 11-1170. Rights retained

Every employee, while on sabbatical leave of absence, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining the employee's length of service and the right to receive increments, as provided by law.

Every person on leave of absence shall continue his or her membership in the School Employees' Retirement Association. The school district shall pay into the School Employees' Retirement Fund on behalf of each such employee on leave, in addition to the contributions required by law to be made by it, the full amount of the contribution required by law to be paid by the employee, as though said employee were actually in regular full-time daily attendance in the position from which the sabbatical leave was taken, so that such employee's retirement rights shall be in no way affected by such leave of absence. The amount of the contribution required to be paid by the employee shall be deducted from any compensation payable to the employee while on leave.

Nothing in this subdivision of this article shall be construed to prevent any person on leave of absence from receiving a grant for further study from any institution of learning.

§ 11-1171. Regulations

The board of school directors shall have the right to make such regulations as they may deem necessary to make sure that employees on leave shall utilize such leave properly for the purpose for which it was granted, requiring reports from the employee or employees on leave in such manner as they may deem necessary.

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