

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BOARD OF SCHOOL DIRECTORS OF THE
BELLEFONTE AREA SCHOOL DISTRICT

AND



BELLEFONTE AREA EDUCATION
ASSOCIATION

JULY 1, 2015 – JUNE 30, 2020

February 23, 2016

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BETWEEN**

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

AND

**BELLEFONTE AREA EDUCATION ASSOCIATION
2015-2020**

AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of February, A.D., 2016, by and between the BOARD OF SCHOOL DIRECTORS OF THE BELLEFONTE AREA SCHOOL DISTRICT ("BOARD", "DISTRICT", or "EMPLOYER"), and the BELLEFONTE AREA EDUCATION ASSOCIATION, ("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, 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".

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 five (5) years, commencing on July 1, 2015 and ending on June 30, 2020.

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, 2019. 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, 2020.

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 Association shall provide all bargaining unit members now employed or hereinafter employed with electronic copies.
- 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 having a grievance.
- 3. Days. Days shall mean working school days, as defined herein.

B. RIGHTS OF REPRESENTATION

1. At least one Grievance Committee member shall 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 at all stages of the grievance procedure, or may be represented by the Association. If a grievant is not represented by the Association, the Association shall have the right to be present and to state its view, with witnesses if necessary, at all stages.

C. SUBMITTING GRIEVANCES

1. All formal grievances and dispositions of grievances shall be in writing. The Board shall be given notice of a grievance 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. (Time limits may be extended only if by mutual written agreement.)
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.

D. INITIATION AND PROCESSING OF PROFESSIONAL GRIEVANCES

Level One: The grievant shall discuss the grievance with the building principal within seven (7) days after the grievance occurs, the objective being to resolve the matter informally.

Level Two: If the grievant is not satisfied with the decision at Level One, a formal grievance shall be filed with the Assistant to the

Superintendent or designee within seven (7) days after the action at Level One. The Assistant to the Superintendent 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 heard by 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. Within seven (7) days of the request, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the Board and the Association are unable to agree upon an arbitrator or unable to obtain such a commitment within seven (7) days, a request for a list of arbitrators shall be made to the Bureau of Mediation. An arbitrator shall then be selected by striking names until one name remains according to the terms of Section 903 of Act 195. If the selected arbitrator cannot or does not serve within fifteen (15) days of his notification, the last arbitrator stricken from the list may be notified to serve, if mutually agreed upon by the parties.

PROFESSIONAL RESPONSIBILITIES

ARTICLE 9 - SCHOOL YEAR

The contract for members of the bargaining unit, unless otherwise defined, shall be one-hundred eighty-nine (189) work days which include one-hundred eighty (180) pupil-contact or Act 80 days, three clerical days (3) and six (6) in service days. During the first and last non-pupil days of each school year, one (1) hour shall be set aside for the purpose of Association meetings. The District recognizes the importance of clerical days to the professional staff and will discourage scheduling meetings on clerical days. The one-hundred eighty-nine (189) work day schedule shall begin with the 2016-2017 school year.

Three additional days with compensatory pay will be required for new teachers who are a part of the Induction Program. These days will be consecutive and held the week prior to the first week of the school year. Any after school meetings/trainings will be compensated at the bargained rate.

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 ($7 \frac{1}{4}$) hours for secondary teachers and six and three-quarter ($6 \frac{3}{4}$) hours for elementary teachers. The scheduled work day for professional staff shall be:

Elementary Buildings	8:10 AM to 2:55 PM
Bellefonte Elementary	8:00 AM to 2:45 PM
Secondary Buildings	8:00 AM to 3:15 PM

- B. The teacher workday shall be extended one hour and 15 minutes on one Tuesday each month except June, July and August. 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/in-service training days, the teacher work day for Act 80/in-service training 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. **PRORATION**

Sick leave shall be prorated for employees who are contracted to work more or less than one hundred eighty nine (189) 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.

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.
- E. A maximum of ten (10%) percent of the professional staff of any one building, on a first come-first serve basis, may take personal leave days during any one school day. No more than two (2) employees per recognized department shall be granted leave on the same day unless approved by the building principal. 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 three (3) consecutive personal leave days unless special permission is granted by the Superintendent. A teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday, and reasonable restrictions may be imposed on personal leaves on such days.
- 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 (10%) percent 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 such activities as:

1. Workshops;
 2. County, district, regional, state, and national 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 or health assessment 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. 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 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 Pennsylvania State Employee's Retirement Fund.

- F. Credits taken during a sabbatical leave, as provided for in this article, shall be reimbursed at one-hundred (100%) percent (actual or maximum) of Pennsylvania State University credit rate.

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 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 or near relative who resides in the same household, or any person with whom the employee has made his home.

In case of death of a near relative, an employee shall be granted one 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 or sister-in-law.

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. Employees shall be placed on the salary schedule in accordance with their years of service, and credits earned. An employee may receive an additional year of step movement to compensate for the "freeze year" from 2011-2012. Any employee who would not receive an increase in pay from 2014-2015 to 2015-2016 school year based on the salary schedules in Appendix A, shall receive a one-time stipend of \$700 for the 2015-2016 year only. Any employee who would otherwise receive less than a \$500 increase from 2015-2016 to 2016-2017 (based upon movement on the salary schedule), shall have their

salary adjusted to reflect a \$500 minimum increase. This \$500 minimum increase is for the 2016-2017 year only and shall not factor in any salary considerations for the remaining years of the contract. Beginning with 2017-2018 year and continuing until the end of the contract, all salaries shall reflect those presented on the salary schedules (Appendix A) for all employees.

- B. With the exception of 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 guidance counselors and school psychologists are asked to provide services beyond the 189 days per year of this agreement, their extra salary for such additional days shall be prorated on a per diem basis. 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 the United States of America and credits and/or academic degrees earned. 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.
- D. Upon satisfactory completion of sufficient credits to move a column on the pay scale and upon providing the necessary documentation for the same to the Superintendent's office, 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 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 year (approximately March 1).

There will be no column movement as defined above until the start of the 2016-2017 school year.

- E. Benefit statements provided by the district must be acknowledged by signature and submitted to the Business Office within three weeks 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 \$30 per hour for the term of this agreement. This new rate will take effect beginning with the 2016-2017 school year.
- 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. This rate will take effect beginning with the 2016-2017 school year.

- 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 \$35 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 exceeds \$35.
 - 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 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.
- G. Any teacher required to write an IEP, 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.

ARTICLE 21 - TUITION REIMBURSEMENT

- A. The District shall pay eighty-five (85%) percent 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 C 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 (100%) of any monies received. Employees leaving within two (2) years shall repay fifty (50%) percent of any monies received. Employees leaving after two (2) years or those with more than 15 years of local service shall not have any repayment obligations. This paragraph will become effective for credits taken beginning with the 2016-2017 fiscal year.

- 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.

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.

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). Athletic Director(s) salary will be paid every two weeks throughout the fiscal year. These new rates shall take effect beginning fiscal year 2016-2017. Rates from the expired contract shall apply for the 2015-2016 school year, with no adjustment. 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 ten (10) 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:

>35 years of service	\$50 per unused sick day
30 – 34 years of service	\$40 per unused sick day
25 – 29 years of service	\$30 per unused sick day
15 – 24 years of service	\$20 per unused sick day

B. Employees who meet the Rule of 80 with less than ten (10) years of District service shall receive an amount equal to \$100 times each year of active service within the District upon retirement. 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:

a. \$500/\$1,500 deductible

2015-2016 \$780 individual/\$1,560 two-party/\$1,820 family

2016-2017 \$780 individual/\$1,690 two-party/\$2,080 family

2017-2018 \$910 individual/\$1,820 two-party/\$2,340 family

2018-2019 \$910 individual/\$1,820 two-party/\$2,340 family

2019-2020 \$910 individual/\$1,820 two-party/\$2,340 family

b. \$1,000/\$3,000 deductible

2015-2016 \$260 individual/\$520 two-party/\$780 family

2016-2017 \$390 individual/\$780 two-party/\$1,040 family

2017-2018 \$390 individual/\$780 two-party/\$1,040 family

2018-2019 \$390 individual/\$780 two-party/\$1,040 family

2019-2020 \$390 individual/\$780 two-party/\$1,040 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 with the District by electing to pay an additional premium (to include the premium from section B and section C) to have the spouse remain on the District's plan as follows:

\$500/\$1500 Deductible \$40 per pay for two party or \$50 per pay for family
\$1000/\$3000 Deductible \$20 per pay for two party or \$25 per pay for family

These additional premiums shall begin July 1, 2016 and remain the same for the life of this contract. 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

- A. The District shall grant leave, with pay, to the delegates of the Association to attend the semi-annual PSEA Convention not to exceed a maximum of twelve (12) teaching days/ with pay/ per year and three additional days used at the discretion of the President or the President's designee.

Any member of the bargaining unit who is required to participate in grievance processing at Compulsory Arbitration shall be given leave, with pay, for the time required in said compulsory arbitration hearing; this shall apply to the grievant only. If the Association President should agree to schedule classroom time other than the first six periods (Subsection A.2), he shall be allowed to attend any arbitration hearing after the sixth period without loss of pay.

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. 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.

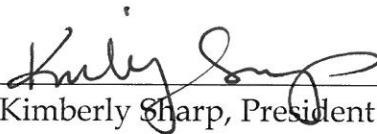
ARTICLE 36 - VOLUNTARY PAY DEDUCTIONS

All voluntary deductions shall be made in equal biweekly amounts for the 26 pay periods unless otherwise agreed to in writing.

ARTICLE 37 - 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 23rd day of February 2016, to become effective as of July 1, 2015.

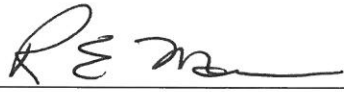
BELLEFONTE AREA EDUCATION
ASSOCIATION

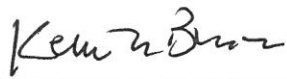
By: 
Kimberly Sharp, President

By: 
Jonathan Clark, Vice President

February 23, 2016

BELLEFONTE AREA BOARD OF
SCHOOL DIRECTORS

By: 
Rodney Musser, President

Attest: 
Kenneth G. Bean, Jr. Board Secretary

February 23, 2016

**APPENDIX A
2015-2016**

service	B	B30	B40 (1) ME (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	DOC
1	42,963	44,213	45,463	47,223	48,473	49,723	51,483
2	42,963	44,213	45,463	47,223	48,473	49,723	51,483
3	42,963	44,213	45,463	47,223	48,473	49,723	51,483
4	43,270	44,520	45,770	47,530	48,780	50,030	51,790
5	43,270	44,520	45,770	47,530	48,780	50,030	51,790
6	43,270	44,520	45,770	47,530	48,780	50,030	51,790
7	46,033	47,283	48,533	50,293	51,543	52,793	54,553
8	46,033	47,283	48,533	50,293	51,543	52,793	54,553
9	46,033	47,283	48,533	50,293	51,543	52,793	54,553
10	49,676	50,926	52,176	53,936	55,186	56,436	58,196
11	49,676	50,926	52,176	53,936	55,186	56,436	58,196
12	49,676	50,926	52,176	53,936	55,186	56,436	58,196
13	52,307	53,557	54,807	56,567	57,817	59,067	60,827
14	52,307	53,557	54,807	56,567	57,817	59,067	60,827
15	52,307	53,557	54,807	56,567	57,817	59,067	60,827
16	53,635	54,885	56,135	57,895	59,145	60,395	62,155
17	53,635	54,885	56,135	57,895	59,145	60,395	62,155
18	53,635	54,885	56,135	57,895	59,145	60,395	62,155
19	56,303	57,553	58,803	60,563	61,813	63,063	64,823
20	56,303	57,553	58,803	60,563	61,813	63,063	64,823
21	56,303	57,553	58,803	60,563	61,813	63,063	64,823
22	58,155	59,405	60,655	62,415	63,665	64,915	66,675
23	58,155	59,405	60,655	62,415	63,665	64,915	66,675
24	58,155	59,405	60,655	62,415	63,665	64,915	66,675
25	60,449	61,699	62,949	64,709	65,959	67,209	68,969
26	60,449	61,699	62,949	64,709	65,959	67,209	68,969
27	60,449	61,699	62,949	64,709	65,959	67,209	68,969
28	67,656	68,906	70,156	71,816	73,066	74,316	76,076

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

**APPENDIX A
2016-2017**

service	B	B30	B40 (1) ME (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	DOC
1	43,963	45,213	46,463	48,223	49,473	50,723	52,483
2	43,967	45,217	46,467	48,227	49,477	50,727	52,487
3	43,968	45,218	46,468	48,228	49,478	50,728	52,488
4	43,969	45,219	46,469	48,229	49,479	50,729	52,489
5	43,970	45,220	46,470	48,230	49,480	50,730	52,490
6	43,970	45,220	46,470	48,230	49,480	50,730	52,490
7	45,900	47,150	48,400	50,160	51,410	52,660	54,420
8	46,733	47,983	49,233	50,993	52,243	53,493	55,253
9	46,733	47,983	49,233	50,993	52,243	53,493	55,253
10	50,312	51,562	52,812	54,572	55,822	57,072	58,832
11	50,376	51,626	52,876	54,636	55,886	57,136	58,896
12	50,376	51,626	52,876	54,636	55,886	57,136	58,896
13	52,943	54,193	55,443	57,203	58,453	59,703	61,463
14	53,007	54,257	55,507	57,267	58,517	59,767	61,527
15	53,007	54,257	55,507	57,267	58,517	59,767	61,527
16	54,271	55,521	56,771	58,531	59,781	61,031	62,791
17	54,335	55,585	56,835	58,595	59,845	61,095	62,855
18	54,335	55,585	56,835	58,595	59,845	61,095	62,855
19	55,536	56,786	58,036	59,796	61,046	62,296	64,056
20	58,039	59,289	60,539	62,299	63,549	64,799	66,559
21	58,100	59,350	60,600	62,360	63,610	64,860	66,620
22	58,200	59,450	60,700	62,460	63,710	64,960	66,720
23	58,855	60,105	61,355	63,115	64,365	65,615	67,375
24	68,656	69,906	71,156	72,916	74,166	75,416	77,176

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

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

**APPENDIX A
2017-2018**

service	B	B30	B40 (1) ME (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	DOC
1	44,963	46,213	47,463	49,223	50,473	51,723	53,483
2	45,000	46,250	47,500	49,260	50,510	51,760	53,520
3	45,100	46,350	47,600	49,360	50,610	51,860	53,620
4	45,200	46,450	47,700	49,460	50,710	51,960	53,720
5	45,300	46,550	47,800	49,560	50,810	52,060	53,820
6	45,400	46,650	47,900	49,660	50,910	52,160	53,920
7	45,900	47,150	48,400	50,160	51,410	52,660	54,420
8	47,219	48,469	49,719	51,479	52,729	53,979	55,739
9	47,500	48,750	50,000	51,760	53,010	54,260	56,020
10	47,919	49,169	50,419	52,179	53,429	54,679	56,439
11	51,000	52,250	53,500	55,260	56,510	57,760	59,520
12	51,337	52,587	53,837	55,597	56,847	58,097	59,857
13	51,500	52,750	54,000	55,760	57,010	58,260	60,020
14	53,629	54,879	56,129	57,889	59,139	60,389	62,149
15	54,318	55,568	56,818	58,578	59,828	61,078	62,838
16	55,000	56,250	57,500	59,260	60,510	61,760	63,520
17	55,918	57,168	58,418	60,178	61,428	62,678	64,438
18	56,716	57,966	59,216	60,976	62,226	63,476	65,236
19	57,000	58,250	59,500	61,260	62,510	63,760	65,520
20	58,000	59,250	60,500	62,260	63,510	64,760	66,520
21	59,718	60,968	62,218	63,978	65,228	66,478	68,238
22	60,718	61,968	63,218	64,978	66,228	67,478	69,238
23	61,000	62,250	63,500	65,260	66,510	67,760	69,520
24	69,656	70,906	72,156	73,916	75,166	76,416	78,176

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

**APPENDIX A
2018-2019**

service	B	B30	B40 (1) ME (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45 DOC
1	45,963	47,213	48,463	50,223	51,473	52,723	54,483
2	46,000	47,250	48,500	50,260	51,510	52,760	54,520
3	46,100	47,350	48,600	50,360	51,610	52,860	54,620
4	46,200	47,450	48,700	50,460	51,710	52,960	54,720
5	46,515	47,765	49,015	50,775	52,025	53,275	55,035
6	46,669	47,919	49,169	50,929	52,179	53,429	55,189
7	46,800	48,050	49,300	51,060	52,310	53,560	55,320
8	47,001	48,251	49,501	51,261	52,511	53,761	55,521
9	48,430	49,680	50,930	52,690	53,940	55,190	56,950
10	49,000	50,250	51,500	53,260	54,510	55,760	57,520
11	50,549	51,799	53,049	54,809	56,059	57,309	59,069
12	51,755	53,005	54,255	56,015	57,265	58,515	60,275
13	52,550	53,800	55,050	56,810	58,060	59,310	61,070
14	53,450	54,700	55,950	57,710	58,960	60,210	61,970
15	54,550	55,800	57,050	58,810	60,060	61,310	63,070
16	55,550	56,800	58,050	59,810	61,060	62,310	64,070
17	56,550	57,800	59,050	60,810	62,060	63,310	65,070
18	57,450	58,700	59,950	61,710	62,960	64,210	65,970
19	58,450	59,700	60,950	62,710	63,960	65,210	66,970
20	59,450	60,700	61,950	63,710	64,960	66,210	67,970
21	60,450	61,700	62,950	64,710	65,960	67,210	68,970
22	61,450	62,700	63,950	65,710	66,960	68,210	69,970
23	62,450	63,700	64,950	66,710	67,960	69,210	70,970
24	70,656	71,906	73,156	74,916	76,166	77,416	79,176

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

**APPENDIX A
2019-2020**

service	B	B30	B40 (1) ME (1)	B50 (2) M	B60 (2) M15	B80 (2) M30	M45 DOC
1	46,963	48,213	49,463	51,223	52,473	53,723	55,483
2	47,350	48,600	49,850	51,610	52,860	54,110	55,870
3	47,400	48,650	49,900	51,660	52,910	54,160	55,920
4	47,500	48,750	50,000	51,760	53,010	54,260	56,020
5	47,600	48,850	50,100	51,860	53,110	54,360	56,120
6	47,704	48,954	50,204	51,964	53,214	54,464	56,224
7	47,831	49,081	50,331	52,091	53,341	54,591	56,351
8	48,000	49,250	50,500	52,260	53,510	54,760	56,520
9	48,959	50,209	51,459	53,219	54,469	55,719	57,479
10	49,959	51,209	52,459	54,219	55,469	56,719	58,479
11	50,959	52,209	53,459	55,219	56,469	57,719	59,479
12	51,959	53,209	54,459	56,219	57,469	58,719	60,479
13	52,959	54,209	55,459	57,219	58,469	59,719	61,479
14	53,959	55,209	56,459	58,219	59,469	60,719	62,479
15	54,959	56,209	57,459	59,219	60,469	61,719	63,479
16	55,959	57,209	58,459	60,219	61,469	62,719	64,479
17	56,959	58,209	59,459	61,219	62,469	63,719	65,479
18	57,959	59,209	60,459	62,219	63,469	64,719	66,479
19	58,959	60,209	61,459	63,219	64,469	65,719	67,479
20	59,959	61,209	62,459	64,219	65,469	66,719	68,479
21	60,959	62,209	63,459	65,219	66,469	67,719	69,479
22	61,959	63,209	64,459	66,219	67,469	68,719	70,479
23	62,959	64,209	65,459	67,219	68,469	69,719	71,479
24	71,656	72,906	74,156	75,916	77,166	78,416	80,176

- (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**

POSITION	1 - 4 yrs <u>Service</u>	5 - 8 yrs <u>Service</u>	9 - 12 yrs <u>Service</u>	>13 yrs <u>Service</u>
Academic Decathlon	\$2,133.12	\$2,175.78	\$2,219.30	\$2,263.68
Advisor 9th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Advisor 10th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Advisor 11th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Advisor 11th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Advisor 12th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Advisor 12th Grade-Class	1,777.60	1,813.15	1,849.42	1,886.40
Graduation Coordinator	1,515.00	1,545.30	1,576.21	1,607.73
Ananda	505.00	515.10	525.40	535.91
Auditorium Coordinator	2,525.00	2,575.50	2,627.01	2,679.55
Band Assistant Director	3,030.00	3,090.60	3,152.41	3,215.46
Band Dance Team	2,844.16	2,901.04	2,959.06	3,018.25
Band Director	6,363.00	6,490.26	6,620.07	6,752.47
Band Majorettes	2,844.16	2,901.04	2,959.06	3,018.25
Band Percussion	2,844.16	2,901.04	2,959.06	3,018.25
Band Silks	2,844.16	2,901.04	2,959.06	3,018.25
Chorus Director	3,910.72	3,988.93	4,068.71	4,150.09
Drama Advisor	4,266.24	4,351.56	4,438.60	4,527.37
Drama Assistant	4,266.24	4,351.56	4,438.60	4,527.37
FBLA	2,143.22	2,186.08	2,229.81	2,274.40
FFA	2,143.22	2,186.08	2,229.81	2,274.40
Intramural Coordinator	1,725.00	1,759.50	1,794.69	1,830.58
Key Club	1,066.56	1,087.89	1,109.65	1,131.84
Mock Trial Advisor	1,066.56	1,087.89	1,109.65	1,131.84
Model UN Advisor	2,133.12	2,175.78	2,219.30	2,263.68
National Honor Society Adv.	1,515.00	1,545.30	1,576.21	1,607.73
Newspaper Advisor	1,515.00	1,545.30	1,576.21	1,607.73
Orchestra	3,910.72	3,988.93	4,068.71	4,150.09
Student Council Advisor	2,133.12	2,175.78	2,219.30	2,263.68
Yearbook Advisor	4,621.76	4,714.20	4,808.48	4,904.65

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

<u>POSITION</u>	1 - 4 yrs	5 - 8 yrs	9 - 12 yrs	>13 yrs
	<u>Service</u>	<u>Service</u>	<u>Service</u>	<u>Service</u>
Band Director	3,030.00	3,090.60	3,152.41	3,215.46
Band Majorettes	1,422.08	1,450.52	1,479.53	1,509.12
Chorus Director	1,777.60	1,813.15	1,849.42	1,886.40
Drama – Advisor	2,133.12	2,175.78	2,219.30	2,263.68
Auditorium Coordinator	1,010.00	1,030.20	1,050.80	1,071.82
Intramural Coordinator	1,380.00	1,407.60	1,435.75	1,464.47
Newspaper Advisor	1,212.00	1,236.24	1,260.96	1,286.18
Orchestra	2,133.12	2,175.78	2,219.30	2,263.68
Student Council Advisor	1,777.60	1,813.15	1,849.42	1,886.40
Yearbook Advisor	2,844.16	2,901.04	2,959.06	3,018.25

**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>
Co-Athletic Director	\$15,150.00	\$15,453.00	\$15,762.06	\$16,077.30
Co-Athletic Director	15,150.00	15,453.00	15,762.06	16,077.30
<u>BASEBALL</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JV Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
<u>BOYS BASKETBALL</u>				
Varsity Head Coach	6,043.84	6,164.72	6,288.01	6,413.77
Varsity Assistant Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Head Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Assistant Coach	2,133.12	2,175.78	2,219.30	2,263.68
<u>GIRLS BASKETBALL</u>				
Varsity Head Coach	6,043.84	6,164.72	6,288.01	6,413.77
Varsity Assistant Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Head Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Assistant Coach	2,133.12	2,175.78	2,219.30	2,263.68
<u>CHEERLEADING</u>				
Head Coach	4,266.24	4,351.56	4,438.60	4,527.37
Assistant Coach	2,488.64	2,538.41	2,589.18	2,640.96
JH Head Coach	2,488.64	2,538.41	2,589.18	2,640.96
<u>CROSS COUNTRY</u>				
Varsity Head Coach	3,555.20	3,626.30	3,698.83	3,772.81
Varsity Assistant Coach	2,133.12	2,175.78	2,219.30	2,263.68
<u>FOOTBALL</u>				
Varsity Head Coach	7,837.60	7,994.35	8,154.24	8,317.32
Varsity Assistant Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	4,621.76	4,714.20	4,808.48	4,904.65
JH Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
JH Assistant Coach	3,910.72	3,988.93	4,068.71	4,150.09
JH Assistant Coach	3,910.72	3,988.93	4,068.71	4,150.09

**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	2,525.00	2,575.50	2,627.01	2,679.55
<u>GIRLS GOLF</u>				
Varsity Head Coach	2,525.00	2,575.50	2,627.01	2,679.55
<u>GYMNASTICS</u>				
Varsity Head Coach	4,266.24	4,351.56	4,438.60	4,527.37
Varsity Assistant Coach	2,488.64	2,538.41	2,589.18	2,640.96
<u>BOYS SOCCER</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Assistant Coach	1,777.60	1,813.15	1,849.42	1,886.40
<u>GIRLS SOCCER</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Assistant Coach	1,777.60	1,813.15	1,849.42	1,886.40
<u>SOFTBALL</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JV Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Assistant Coach	1,777.60	1,813.15	1,849.42	1,886.40

**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>SWIMMING</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
<u>TRACK & FIELD</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Assistant Coach	2,024.00	2,064.48	2,105.77	2,147.88
<u>VOLLEYBALL</u>				
Varsity Head Coach	4,621.76	4,714.20	4,808.48	4,904.65
Varsity Assistant Coach	2,844.16	2,901.04	2,959.06	3,018.25
JH Head Coach	2,844.16	2,901.04	2,959.06	3,018.25
<u>WRESTLING</u>				
Varsity Head Coach	6,043.84	6,164.72	6,288.01	6,413.77
Varsity Assistant Coach	3,555.20	3,626.30	3,698.83	3,772.81
Varsity Assistant Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Head Coach	3,555.20	3,626.30	3,698.83	3,772.81
JH Assistant Coach	2,133.12	2,175.78	2,219.30	2,263.68

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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