

**COLLECTIVE BARGAINING
AGREEMENT**

Between

**AVELLA AREA EDUCATION
ASSOCIATION
PSEA/NEA**

And

AVELLA AREA SCHOOL DISTRICT

2007-2011

PREAMBLE

The parties to the attached agreement, the Board of Directors of the Avella Area School District (hereinafter the "District") and the Avella Area Education Association (hereinafter the "Association") have entered into a collective agreement concerning the employment relationship of the bargaining unit represented by the Avella Area Education Association.

It is, and has been, the intent of the parties including their representative and members of the bargaining unit to deal fairly with each other, without harassment, bearing in mind that the welfare of the public and particularly the children of the Avella Area School District is the paramount consideration of both the District and the Association.

SECTION 1 RECOGNITION

The Board of the Avella Area School District hereby recognizes the Avella Area Education Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified by the Pennsylvania Labor Relations Board and under the conditions of Pennsylvania Law, Act 195, providing for collective bargaining for public employees.

SECTION 2 RESPONSIBILITIES OF THE PARTIES

The District (its officers and representatives at all levels) is bound to observe the provisions of this Agreement. The Association (its officers, representatives, agents and members at all levels) is bound to observe the provisions of this Agreement. The Parties officers, representatives, agents, and members shall deal fairly and reasonably with one another in all relationships under this Agreement. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- A. During the term of this Agreement, there shall be no lockouts.
- B. During the term of this Agreement, there shall be no strikes, work stoppages, or interruptions, or impeding of work. No officer or representative of the Association shall authorize, instigate, add or condone any such activities.
- C. There shall be no interference with the right of employees to become or to continue as members of the Association.

- D. There shall be no reprisals against any employee because of membership in the Association or the exercise of any right arising out of this Agreement or the Constitution or Statutes of the United States or the Commonwealth of Pennsylvania.
- E. There shall be no Association meetings on District time, nor any activity that will interrupt classroom proceedings.
- F. There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein, except as otherwise expressly provided in Section 5-G.
- G. It is the continuing policy of the District and the Association that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Association and District in all steps of the grievance procedure and in all dealings between the parties shall comply with this provision.
- H. The applicable procedures of this Agreement will be followed for the settlement of all grievances.

SECTION 3 GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

- a. A "Grievance" is hereby defined as a complaint by an employee regarding the meaning, interpretation or application of any provision of this Agreement.
- b. A "Grievance" as defined herein shall not apply to any matter in which the local association is without authority to act.

2. Aggrieved Employee

An "aggrieved employee" is the employee making the complaint.

3. Party-in-Interest

A "party-in-interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, appropriate solutions to the grievance which may from time to time arise affecting teachers. A grievance may be settled at any step by mutual agreement of the aggrieved, the designated representative of the Association, and the appropriate level administrator or District representative. Agreement must be validated by the signatures of the parties involved, at the step where agreement was reached.

Both parties agreed that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

Step 1. Principal or Immediate Supervisor

- A. In the event that a professional employee believes there is basis for a grievance, he shall first discuss the matter with his Principal or immediate supervisor in an effort to resolve the problem informally. This action must be accomplished within ten (10) school days after the occurrence of the event giving rise to the grievance or when the employee reasonably should have known of its occurrence, whichever is first. The grievance may be answered immediately during the initial discussion or the answer may be delayed for a period not exceeding two (2) school days.
- B. If Step 1-A fails to satisfactorily resolve the grievance, it may be presented in writing on the Step 1 Grievance Form by the Association Grievance Committee to the Principal or immediate supervisor. This must be done not later than ten (10) school days after the matter has been discussed with the Principal or immediate supervisor. The Principal or immediate supervisor shall then answer in writing on the Step 1 Grievance Form within ten (10) school days after receipt of the written grievance.

Step 2. Superintendent

If a grievance has not been satisfactorily resolved at Step 1, it may be referred to the Superintendent in writing on the Step 2 Grievance Form by the Association not later than ten (10) school days after the date of final Step 1 written answer. A grievance in Step 2 shall be discussed in an attempt at a mutually convenient time by the employee, Association representative, and the Superintendent. Grievances discussed in such meetings, shall be answered by the Superintendent within ten (10) school days after the date of such meeting and shall include the minutes referred

to below, unless, by mutual agreement, a different date for disposition is agreed upon. Minutes of Step 2 shall be prepared by the District and jointly signed by the Superintendent and the Association representative. If the Association representative shall disagree with the accuracy of the minutes as prepared by the District, he shall set forth and sign reason for such disagreement within five (5) school days after receipt of said minutes. Such exception as filed by the Association shall be affixed to and shall become an official part of said minutes.

Step 3. Board of Education

If a grievance has not been satisfactorily resolved at Step 2, it shall be referred to the Board of Education, and a notice of appeal to the Superintendent, by the Association within fifteen (15) school days. Such appeal shall consist of processed Step 1, 2, and 3 Grievance Forms and Step 2 Grievance minutes. The Board of Education shall reply within fifteen (15) school days after presentation.

Step 4. Arbitration

Any grievance that has not been satisfactorily settled shall, within twenty (20) school days after a decision at Step 3, upon proper appeal, be submitted to arbitration in accordance with Section 903 of the Public Employee Relations Act. If within ten (10) school days after receipt of such written request, the parties are unable to agree upon an arbitrator, the Pennsylvania Bureau of Mediation shall be requested to submit the names of seven (7) impartial arbitrators. An arbitrator shall be selected as described in Section 903, Sub-section 1 of the Public Employee Relations Act, no later than ten (10) school days after the list of arbitrators has been received. The Arbitrator shall submit his decision, in writing, within thirty (30) days after the conclusion of the hearing, or hearings, as the case may be, and the decision of the Arbitrator so rendered shall be final and binding upon the employee involved and upon the parties to this Agreement. Where a dispute related to the scale of wages or benefits in any way, any decision rendered shall not be retroactive more than one pay period beyond the date on which the dispute was first presented as a grievance in writing. The Arbitrator shall not have the right to add to, subtract from, modify, or disregard any of the terms or provisions of this Agreement and shall limit his decision to the grievance presented for his decision in accordance with said Agreement.

D. RIGHTS OF TEACHERS AND ASSOCIATION

1. The provisions of this Agreement constitute the sole procedure for processing settlement of any claim by an employee or the Association of a violation by the District of this Agreement. As the representative of the employees the Association may, upon request of an employee, process a signed grievance through the grievance procedure, including Arbitration, in accordance with the Agreement or adjust or settle the same.
2. Settlement of a grievance, except at arbitration, shall not set precedent relative to future grievances.

E. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step 2. All employees of a group or class who are filing the grievance shall sign the grievance form.

2. Forms

Forms for filing grievances, and taking appeals shall be prepared by the District upon approval by the Association, and then be supplied by the District to the Association.

3. Meetings and Hearings

All meetings, hearings, and other activity under this grievance procedure shall not be conducted in public and shall be conducted outside normal school hours.

4. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

5. Year-End Grievances

In the event a grievance is filed in writing at such time it cannot be processed through all steps in this grievance procedure by the end of the school year, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure through Step 3 may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

6. Hearings

At any hearing at any level of the grievance procedure, the aggrieved may be accompanied by an Association representative. When a grievance is settled, then an Association representative shall be given an opportunity to be present for the sole purpose of determining if the settlement is consistent with the terms of the contract.

7. Time Limits

If the Association does not comply with the time limits herein, the grievance shall be considered null and void. If the District fails to comply with the time limits herein, the Association may process the grievance to the next step in the grievance procedure.

**SECTION 4
RIGHTS OF PROFESSIONAL EMPLOYEES**

A. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict either parties such rights as it may have under the Public School Code of 1949, as amended or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those granted elsewhere provided they are not in violation of existing laws or regulations.

B. JUST CAUSE PROVISION

No professional employee shall be in any event disciplined, discharged, or reduced in compensation or rank without just cause.

Any employee may continue to be demoted, dismissed, discharged, suspended, or terminated as provided by Pennsylvania Public School Code of 1949 as amended, or any other applicable statute.

C. REQUIRED MEETINGS OR HEARINGS

When any employee is required or requested by the District to appear before the Board of School Directors or any committee or agent thereof for the purpose of discussing the continuation in employment of that employee, such employee shall be given prior written notice and entitled to have a representative of the Association present to advise him if he so elects. Nothing contained herein shall alter or change any employee's duty which is required by the employer-employee relationship.

D. EVALUATION OF STUDENTS

A classroom teacher shall have the responsibility to determine grades and make other appropriate evaluation of students in his charge. Such grades and evaluations shall not be changed by the District without written notification of reasons.

E. PROTECTION OF PERSON AND PROPERTY

1. The District recognizes the need for an employee to take lawful and reasonable action to protect himself from physical attack, to protect another person or property, or to quell a disturbance threatening physical injury to others.
2. When instances of assault are reported to school administration, appropriate investigation and action shall be taken as determined by the District.

F. LEGAL ASSISTANCE

An employee acting in performance of his or her duties is an agent of the School District and an assault upon that agent is an assault of the School District, which the School District must deal with according to law. This may involve both civil and criminal action.

G. EVALUATION OF EMPLOYEES

Observation of employee work performance shall conform to the Avella Area School District Professional Growth and Supervision Model ~~which is~~ part of the Teachers Handbook. It shall continue to be a policy of the District that no clandestine surveillance of employees will be utilized. If a teacher disagrees with a rating, upon request, he shall be given an opportunity to present the reasons for his disagreement at a conference. Observation-evaluation reports shall be made available to an employee for his review, and he shall be given a copy.

Observation of classroom performance is a major factor in the evaluation of the Professional Employees. The format of the Supervisory Report and the expectations of the observations will be reviewed with the staff on the first in-service day of the school term. The procedures and format will be placed annually in the Teacher's Handbook.

The State authorized PDE 5501 evaluation form will continue to be used for tenured professional employees. Temporary professional employees will receive PDE 426 evaluation form at mid-term and at the end of the school term. The PDE 427 evaluation form will be included when applying for permanent certification.

H. PARENT-TEACHER CONFERENCES

The appropriate level Principal, or the Superintendent may attend or be requested to attend parent-teacher conferences. Such request shall not be unreasonably denied. Twenty-Four (24) hour notice will be given to classroom teachers prior to parent requested conferences.

I. CRITICISM OF TEACHERS

Any question or criticism by any supervisor of a teacher shall be made in confidence with that teacher.

J. PERSONNEL FILE

a. Derogatory Remarks

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

b. Appeal

Items of reprimand may be appealed to the Superintendent for removal after three (3) years; no appeal shall be unreasonably denied. Items covered under Section 1122 of the Pennsylvania Public School Code of 1949, as amended, shall not be covered by this provision.

c. Review

Files shall be reviewed in the Central Administration Office in presence of the person designated as custodian of such files.

d. Copies

The contents of the file may be copied under the supervision of the custodian of such file at the expense of the employee.

K. PERSONAL FREEDOM

The personal life of an employee to the extent that it is not job related is not a concern of the District.

L. CLASSROOM VISITATIONS

No classroom visitation shall be permitted by non-school visitors without prior approval of the administration.

Twenty-four (24) hours prior notice will be given to classroom teachers for visitations by guest speakers or consultants.

Twenty-four (24) hours prior notification will be given to classroom teachers for visitations by people outside the Avella Area School District.

Twenty-four (24) hours prior notice will be given to classroom teacher for visitation by people residing within the Avella Area School District. Visitors will be introduced to the teacher by the Administrator or his designee with the reason for the visitation.

All visitors must comply with the Avella Area School District's Visitor Policy.

M. STATE ATTENDANCE RECORDS

Except for unanticipated occurrences, clerical recording on state attendance registers will be performed by non-bargaining unit persons. This provision will not affect the duty of bargaining unit employees to continue to report daily attendance on forms provided by the District.

N. SENIORITY

1. Definition

Seniority shall mean the length of service from the Employee's first day of work as a Temporary Professional Employee or as a Professional Employee.

2. Seniority List

The School District shall furnish each Employee with a seniority list of all Professional Employees covered by this Agreement. The list shall show the names of all employees along with their certification in order of their seniority ranking. The list will be furnished not later than October 15 and revised not later than annually thereafter.

An Employee shall have a period of thirty (30) calendar days after posting in which to challenge the seniority list by notifying the School District's Central Administration Office and the Association in writing of the exception or objection. Rankings not challenged within thirty (30) calendar days may not be challenged thereafter and said rankings shall be considered final for the current year.

Where two or more Employees are determined to have equal seniority under Paragraph 1 above, those Employees shall be placed on the seniority list and shall have seniority according to the following factors in the order in which they appear. If the Employees continue to have equal seniority after consideration of the first listed factor, consideration shall be made under the second listed factor, and so forth. If Employees continue to have equal seniority after consideration of all the listed factors, a casting of lots shall be used to determine those Employees' positions on the seniority list.

1. Service in the School District as a full-time Professional Employee.
2. Length of continuous service as a Professional Employee.

3. Continuous service in the School District as a full-time substitute.
4. Length of continuous service within the Commonwealth of Pennsylvania.
5. Total experience as a Professional Employee.

3. Break-In-Service

An employee's seniority shall be lost and an Employee's name shall only be removed from the seniority list by any of the following:

1. Retirement
2. Resignation
3. Discharge for Cause
4. Failure to report from suspension within fifteen (15) days.

Provided, that if an Employee is reemployed by the School District within one year after the date of the break-in-service, the Employee's previously earned continuous service shall be reinstated.

Provided, further, that the Employee shall not be entitled to credit for the period between the date of the break-in-service and the date of reemployment.

O. REDUCTION OF PROFESSIONAL STAFF

When it is necessary to reduce the professional staff, the process of attrition (reduction due to resignation and/or retirement) will be used if possible.

P. SUSPENSIONS/FURLOUGHS AND RECALLS

Except as otherwise provided herein, suspensions/furloughs shall be implemented in accordance with the provisions of Sections 11-1125 and 11-1125.1 of the Public School Code of Pennsylvania, as amended.

1. Procedure

If the District determines that suspensions/furloughs may be necessary, they will realign the staff in order to suspend/furlough the least senior Employee or Employees. The effective date of suspension/furlough for employees suspended/furloughed following the conclusion of any school term shall not be earlier than the first day of the succeeding school term.

2. **Reinstatement**

Suspended/furloughed employees shall be reinstated on the basis of inverse seniority, the most senior, certified employee first. No new appointment shall be made while there is a properly certified employee on suspension/furlough. Properly certified means, (1) fully certified; (2) eligible for an Act 97 Waiver; (3) eligible for emergency certification as the law may provide.

3. **Response to Recall**

An employee may decline recall to a temporary position or position which would constitute a demotion from the position held prior to suspension/furlough without loss of seniority rights. An employee who declines recall to an equivalent position shall be considered a resignation. Where more than one position is available, the most senior suspended/furloughed employee shall choose first.

4. **Vacancies**

Vacancies are defined as newly created positions, or position from which employees, (1) are on approved leaves of absence, (2) have been transferred, or (3) have severed employment. Should a vacancy or vacancies occur for which no suspended teacher has certification, the District will seek a Waiver of Certification Requirements for the most senior qualifying Employee or Employees requesting a waiver. (Current qualifications require 12 credit hours or equivalent advance preparation in the area, a letter from a PDE-approved institution with date of admission to program, a schedule of studies with projected completion date, and satisfactory completion of 10 semester credit hours within the certification program during the calendar year of the waiver.) Provided the Employee fulfills the educational obligation under an Act 97 Waiver during the calendar year of its issuance, the District will, as necessary for continued employment, apply for Emergency Certification to allow for completion of the program of study.

5. **Emergency Certification**

If the District has exhausted all reasonable avenues to recruit a fully certified person to fill a vacancy, the District may apply for Emergency Certification for the most senior, suspended/furloughed Employee who requests such certification in order to maintain employment.

6. Reporting

To be considered available for reinstatement, a suspended/furloughed Employee must report annually to the Administration Office in writing his/her current address and his/her intent to accept the same or similar position when offered. A suspended/furloughed Employee who is enrolled in a college program during a period of suspension/furlough and who is recalled may delay his/her return until the end of the college semester.

7. Leaves

Employees who are on approved leaves of absence may, at the Employee's option, complete such leaves in lieu of suspension/furlough. Such employees shall not be subject to recall during the term of the leave.

8. Rights Retained

Employees on suspension/furlough shall continue to accrue seniority. Employees may continue to participate in group insurance programs at group rates at their own expense provided they remain on the substitute list of the District. Employees who are only partially suspended/furlough; i.e., employed less than full-time shall suffer no reduction in seniority but shall earn salary and fringe benefits in proportion to the time worked. All other accrued rights shall be retained at the levels achieved on the date of suspension/furlough.

Q. COPY OF AGREEMENT

A copy of this Agreement shall be given by the District to any employee upon request by the employee.

**SECTION 5
RIGHTS OF ASSOCIATION**

A. INFORMATION

The Executive Officer of the Association or his designated representative shall be permitted, upon request, access to sources of all information to which the Association is legally entitled and in accordance with the PA Open Records Act, as amended.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives may use the school buildings at reasonable hours when school is not in session in accordance with District policy.

C. USE OF SCHOOL EQUIPMENT

The Association may by written request and written acceptance by the Administration, use such equipment as computers, copiers, multiprojectors, DVD and video players, and monitors. The Association shall pay for the cost of all materials, supplies, and other expenses incidental to such use, and for any repair and loss as a result thereof. Such equipment shall not be removed from any buildings and shall be promptly returned to the station from which it was originally requisitioned.

D. MAIL FACILITIES

The Association shall be permitted to use the inter-school mail and email. Such use shall be limited to Association business.

E. TIME FOR MEETINGS

Negotiations, grievance proceedings, conferences, and meetings relative to Association business shall be conducted outside of working hours.

F. BULLETIN BOARDS

The Association may use a bulletin board in the faculty lounge or teacher's room in each building. Such use shall be limited to Association business. No public political material shall be posted. A copy of any posted material shall be submitted simultaneously to the District and it shall not be removed when it complies with the above.

G. MAINTENANCE OF MEMBERSHIP

All employees who are presently members of the Association in good standing in accordance with its Constitution and By-Laws, and all employees who hereafter become members of the Association shall be subject to the "Maintenance of Membership" provisions as defined in Article III, Sub-Section 18 of Act 195.

H. DUES CHECK-OFF

The District will deduct dues from the salaries of members of the Local Association, the Pennsylvania State Education Association, and the National Education Association, as said members authorize the District to deduct, and transmit the monies by check promptly to the Avella Area Education Association.

Deductions will be made in as nearly equal monthly installments as practicable during the school year. In case of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings or a double deduction may be made from the following month, provided however, that any accumulation of dues shall be limited to two (2) months.

No later than the second Monday in ~~October~~ of the current school term, the Avella Area Education Association will provide the District with a list of employees, and their confirming signatures who have authorized the District to deduct dues for the Association.

I. INDEMNITY

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of Sub-Section 5-H above, or in reliance on any list, notice, or assignment furnished under any of such provisions.

J. REPRESENTATION

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, so long as it remains eligible under the provisions of Act 195, and not to another teacher organization, unless an individual chooses to exercise his right under Section 401 and 606 of Act 195.

SECTION 6 ASSIGNMENT, TRANSFER AND VACANCIES

A. NOTIFICATION OF ASSIGNMENT

Teachers shall be given notice of their ~~tentative~~ subject assignments for the forthcoming teaching year promptly after they are formulated not after June 30 and final assignment by July. When it is necessary for the District to change an employee's subject assignment, the employee shall be notified as far in advance as practicable of the change and the reasons therefore.

B. REQUEST FOR TRANSFER

A teacher may request a transfer to another building or another assignment. The District shall act in good faith on such request within sixty (60) days. The request shall be considered by the District with other relevant factors in evaluating the possibility of accommodation.

C. INVOLUNTARY TRANSFER

An employee shall not be transferred involuntarily for arbitrary reasons.

D. POSTING FULL-TIME JOB VACANCIES

When a permanent vacancy occurs on a full-time job requiring professional certification, the District shall post such vacancy, and any interested teacher shall have an opportunity to submit promptly his qualifications for fair consideration before the District fills such vacancy. Although the District will endeavor to fill such vacancies with employees from the District, the qualifications of all applicants, whether a bargaining unit employee or non-bargaining unit person will be the primary consideration.

E. POSTING OF PART-TIME VACANCIES

When a vacancy occurs on a summer or after school job requiring professional certification, the same procedure and practice explained in Sub-Section 7-D above will be followed.

F. CERTIFICATION

No new teacher shall be employed by the District for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university, and a provisional or permanent certificate within limitations and scope set forth in Department of Education regulations or other applicable laws.

The employment of teachers by individual contracts based special or emergency certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials.

**SECTION 7
LEAVE OF ABSENCE WITH PAY**

A. SICK LEAVE WITH PAY

Sick leave with pay shall be governed by applicable law.

B. ACCUMULATIVE SICK LEAVE DAYS

On the opening day of the school year, each employee shall be credited with sick leave as provided in the Pennsylvania Public School Code of 1949, as amended. Employees may use up to five (5) days of sick leave each year to care for a sick child, spouse, or parent. Employees are required to inform the Superintendent's office that sick leave will be taken to care for a sick spouse, child or parent.

C. NOTIFICATION OF ACCUMULATION

Employees shall be given a written notice of number of sick leave days accumulated as required by law. This notice shall be issued prior to the beginning of each school year.

D. LEAVE DUE TO A DEATH

In the event of the death of the employee's spouse, child, ~~stepchild~~,^{parent}, brother or sister, parent-in-law, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his home, there shall be no deduction in salary of said employee for an absence not in excess of three consecutive school days. In the event of a death of a first cousin, grandparent, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law or daughter-in-law of an employee, there shall be no deduction in the salary of said employee for absence of one school day.

E. PERSONAL LEAVE

1. Up to three (3) days are allowed each year. Except for unforeseen emergency, one week's notice is to be given; final approval by the Superintendent only. No more than two (2) secondary and two (2) elementary teachers may take a personal day on the same day of school except in the case of emergencies. Use of personal days during the final ten days of the school year is prohibited except in case of an emergency, which has prior approval of the Superintendent.
2. At the end of each school year, each Professional employee shall have one (1) day added to his or her accumulated sick leave days for each personal day unused in that year.

F. IN ADDITION TO SICK LEAVE

Leave granted pursuant to Sub-Section 7-E shall be in addition to any sick leave to which the employee is entitled.

G. LEGAL MATTERS

1. District Representation

When an employee is required by the District to appear in a legal proceeding, there shall be no deduction of compensation for time lost thereby.

2. Jury Duty

When an employee is required to serve on jury duty, the District shall pay the difference between his or her regular salary, for each work day lost thereby and the daily remuneration received from such jury duty. The daily salary shall be computed using the number of days in the work year as the denominator.

H. SABBATICAL LEAVE WITH PAY

Regular sabbatical leave for the purpose of professional development and/or for purpose of restoration of health shall be granted in accordance with the provision of the Public School Code of 1949, as amended. In the event that the School Code is suspended or abolished, these provisions shall continue to be in effect for the duration of this Agreement.

I. LEAVE DUE TO INJURY

Absence due to injury incurred in the course of the ~~teacher's~~ employment shall not be charged against the teacher's sick leave days. The District shall pay to such teacher the difference between his salary and benefits received under the Pennsylvania Workmen's Compensation for a period of one work year or its equivalent.

J. EXTENSION

The District may grant or extend any leave of absence with pay.

SECTION 8

LEAVE OF ABSENCE WITHOUT PAY

A. PERSONAL ILLNESS OR DISABILITY LEAVE

1. Period of Leave Without Pay

A teacher who is unable to teach because of personal illness or disability exclusive of maternity and who has exhausted all sick leave available shall be granted a leave of absence, without pay for the duration of such illness or disability, not to exceed one and one-half (1 ½) years. The employee shall be returned to his or her former position if available or to an equivalent position. Leaves of absence may be extended by the District.

2. Insurance and Hospitalization

Insurance and hospitalization coverage may be maintained during such leave periods at the employee's expense.

B. MATERNITY LEAVE

1. Period of Leave

The beginning date for maternity leave shall be determined jointly by the employee's physician and the employee. The District requires a physician's written statement verifying the date and the reason(s) for need to utilize sick leave.

The employee may utilize all or part of her accumulated sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. The sick leave utilized by the employee during maternity leave shall be deducted from the employee's accumulated sick leave.

The length of time for the maternity leave shall not exceed the use of her designated sick leave plus one year of unpaid leave. The District may grant an additional period of time for reasonable cause. The employee shall provide the Superintendent with as much notice of the beginning and ending of such leave as can be reasonably expected, so that there is a minimum of detriment to the educational system. The District may require a physician's statement certifying pregnancy.

2. **Eligibility**

Any female employee of the School District shall be eligible for maternity leave on the basis of either pregnancy of the natural mother or the adoption of a newborn infant by the employee.

3. **Benefits While on Leave**

While on the unpaid portion of leave, no salary shall be paid to said employee, nor shall pension rights accrue. The employee shall be entitled to continue her fringe benefits at her own expense by remitting the cost to the District.

4. **Seniority and Service Increments**

If the employee has completed together with any accumulated sick leave a minimum of 50% of the teacher work days of the school year, during which the leave is taken, she shall upon return, be placed upon the next step of the current salary scale as she would have achieved had she worked the entire school year. The employee who does not meet the 50% requirement set forth above shall return on the current salary scale on the same step she was on at the time of the leave.

5. **Return from Leave**

Upon return from maternity leave, the District shall offer the employee the same position she held before going on leave. If that position no longer exists, the employee shall be given a substantially equivalent position for which she is properly certified. The District may request a physician's statement certifying the employee's readiness to resume her employment.

C. PARENTAL LEAVE

An unpaid leave of absence shall be granted to an Employee for the purpose of providing parental care to that employee's newly born or newly adopted child residing with the employee, subject to the following conditions:

1. In the case of adoption, the employee shall be entitled to commence leave as of the date the child is placed in his or her custody without regard to the date of a Court Order approving custody.
2. The permissible duration of the leave shall be the duration of the semester when childbirth occurs, or the child is placed in the custody of the adopting parent, plus one school semester thereafter.

3. In all respects other than those relating to the employee's physical condition, parental leave is subject to all of the conditions of maternity leave under Section B, paragraph B: 3, 4, 5 hereof.
4. Parental leave shall be in lieu of and not in addition to maternity leave.
5. In the event both mother and father are employees of the Avella Area School District, only one of them shall be permitted to be on parental leave at a time.

D. MILITARY LEAVE

Employees shall be granted military leave as provided by Section 1177 of the Pennsylvania Public School Code of 1949, as amended.

E. FAMILY AND MEDICAL LEAVE ACT LEAVE

The District shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations. Provisions of the FMLA are addressed in a School District policy titled: Family and Medical Leaves, which was adopted on July 21, 1994.

F. OTHER FORMS OF LEAVE OF ABSENCE

Leaves of absence without pay may be granted by the District as provided for in Sections 522 and 522.1 of the Pennsylvania Public School Code of 1949 as amended and any other applicable law. Requests for such leave must be made in writing as shall be the reply to such requests by the District.

G. EXTENSIONS

The District may grant or extend any leave of absence without pay.

SECTION 9 SALARY GUIDE

Year 1 2007-2008 SALARY SCHEDULE

Step	B	M	M+6	M+12	M+18	M+24	M+30
1	\$ 30,000	\$ 30,425	\$ 30,750	\$ 31,075	\$ 31,400	\$ 31,725	\$ 32,050
2	\$ 31,000	\$ 31,425	\$ 31,750	\$ 32,075	\$ 32,400	\$ 32,725	\$ 33,050
3	\$ 32,000	\$ 32,425	\$ 32,750	\$ 33,075	\$ 33,400	\$ 33,725	\$ 34,050
4	\$ 39,471	\$ 39,896	\$ 40,221	\$ 40,546	\$ 40,871	\$ 41,196	\$ 41,521
5	\$ 41,471	\$ 41,896	\$ 42,221	\$ 42,546	\$ 42,871	\$ 43,196	\$ 43,521
6	\$ 41,971	\$ 42,396	\$ 42,721	\$ 43,046	\$ 43,371	\$ 43,696	\$ 44,021
7	\$ 42,971	\$ 43,396	\$ 43,721	\$ 44,046	\$ 44,371	\$ 44,696	\$ 45,021
8	\$ 43,971	\$ 44,696	\$ 45,021	\$ 45,346	\$ 45,671	\$ 45,996	\$ 46,321
9	\$ 45,071	\$ 45,796	\$ 46,121	\$ 46,446	\$ 46,771	\$ 47,096	\$ 47,421
10	\$ 46,671	\$ 47,396	\$ 47,721	\$ 48,046	\$ 48,371	\$ 48,696	\$ 49,021
11	\$ 48,671	\$ 49,396	\$ 49,721	\$ 50,046	\$ 50,371	\$ 50,696	\$ 51,021
12	\$ 48,771	\$ 49,496	\$ 49,821	\$ 50,146	\$ 50,471	\$ 50,796	\$ 51,121
13	\$ 48,871	\$ 49,596	\$ 49,921	\$ 50,246	\$ 50,571	\$ 50,896	\$ 51,221
14	\$ 48,971	\$ 49,696	\$ 50,021	\$ 50,346	\$ 50,671	\$ 50,996	\$ 51,321
15	\$ 49,171	\$ 49,896	\$ 50,221	\$ 50,546	\$ 50,871	\$ 51,196	\$ 51,521
16	\$ 51,271	\$ 51,996	\$ 52,321	\$ 52,646	\$ 52,971	\$ 53,296	\$ 53,621
17	\$ 51,571	\$ 52,296	\$ 52,621	\$ 52,946	\$ 53,271	\$ 53,596	\$ 53,921
18	\$ 53,780	\$ 54,505	\$ 54,830	\$ 55,155	\$ 55,480	\$ 55,805	\$ 56,130
19	\$ 55,180	\$ 55,905	\$ 56,230	\$ 56,555	\$ 56,880	\$ 57,205	\$ 57,530
20	\$ 61,280	\$ 62,005	\$ 62,330	\$ 62,655	\$ 62,980	\$ 63,305	\$ 63,630

Year 2 2008-2009 SALARY SCHEDULE

Step	B	M	M+6	M+12	M+18	M+24	M+30
1	\$ 31,500	\$ 31,925	\$ 32,250	\$ 32,575	\$ 32,900	\$ 33,225	\$ 33,550
2	\$ 32,500	\$ 32,925	\$ 33,250	\$ 33,575	\$ 33,900	\$ 34,225	\$ 34,550
3	\$ 33,500	\$ 33,925	\$ 34,250	\$ 34,575	\$ 34,900	\$ 35,225	\$ 35,550
4	\$ 39,471	\$ 39,896	\$ 40,221	\$ 40,546	\$ 40,871	\$ 41,196	\$ 41,521
5	\$ 42,971	\$ 43,396	\$ 43,721	\$ 44,046	\$ 44,371	\$ 44,696	\$ 45,021
6	\$ 43,471	\$ 43,896	\$ 44,221	\$ 44,546	\$ 44,871	\$ 45,196	\$ 45,521
7	\$ 44,471	\$ 44,896	\$ 45,221	\$ 45,546	\$ 45,871	\$ 46,196	\$ 46,521
8	\$ 45,471	\$ 46,196	\$ 46,521	\$ 46,846	\$ 47,171	\$ 47,496	\$ 47,821
9	\$ 46,571	\$ 47,296	\$ 47,621	\$ 47,946	\$ 48,271	\$ 48,596	\$ 48,921
10	\$ 48,171	\$ 48,896	\$ 49,221	\$ 49,546	\$ 49,871	\$ 50,196	\$ 50,521
11	\$ 50,171	\$ 50,896	\$ 51,221	\$ 51,546	\$ 51,871	\$ 52,196	\$ 52,521
12	\$ 50,271	\$ 50,996	\$ 51,321	\$ 51,646	\$ 51,971	\$ 52,296	\$ 52,621
13	\$ 50,371	\$ 51,096	\$ 51,421	\$ 51,746	\$ 52,071	\$ 52,396	\$ 52,721
14	\$ 50,471	\$ 51,196	\$ 51,521	\$ 51,846	\$ 52,171	\$ 52,496	\$ 52,821
15	\$ 50,671	\$ 51,396	\$ 51,721	\$ 52,046	\$ 52,371	\$ 52,696	\$ 53,021
16	\$ 52,771	\$ 53,496	\$ 53,821	\$ 54,146	\$ 54,471	\$ 54,796	\$ 55,121
17	\$ 53,071	\$ 53,796	\$ 54,121	\$ 54,446	\$ 54,771	\$ 55,096	\$ 55,421
18	\$ 55,280	\$ 56,005	\$ 56,330	\$ 56,655	\$ 56,980	\$ 57,305	\$ 57,630
19	\$ 56,680	\$ 57,405	\$ 57,730	\$ 58,055	\$ 58,380	\$ 58,705	\$ 59,030
20	\$ 62,780	\$ 63,505	\$ 63,830	\$ 64,155	\$ 64,480	\$ 64,805	\$ 65,130

SECTION 9 SALARY GUIDE

Year 3 2009-2010 SALARY SCHEDULE

Step	B	M	M+6	M+12	M+18	M+24	M+30
1	\$ 32,900	\$ 33,325	\$ 33,650	\$ 33,975	\$ 34,300	\$ 34,625	\$ 34,950
2	\$ 33,900	\$ 34,325	\$ 34,650	\$ 34,975	\$ 35,300	\$ 35,625	\$ 35,950
3	\$ 34,900	\$ 35,325	\$ 35,650	\$ 35,975	\$ 36,300	\$ 36,625	\$ 36,950
4	\$ 39,471	\$ 39,896	\$ 40,221	\$ 40,546	\$ 40,871	\$ 41,196	\$ 41,521
5	\$ 44,371	\$ 44,796	\$ 45,121	\$ 45,446	\$ 45,771	\$ 46,096	\$ 46,421
6	\$ 44,871	\$ 45,296	\$ 45,621	\$ 45,946	\$ 46,271	\$ 46,596	\$ 46,921
7	\$ 45,871	\$ 46,296	\$ 46,621	\$ 46,946	\$ 47,271	\$ 47,596	\$ 47,921
8	\$ 46,871	\$ 47,596	\$ 47,921	\$ 48,246	\$ 48,571	\$ 48,896	\$ 49,221
9	\$ 47,971	\$ 48,696	\$ 49,021	\$ 49,346	\$ 49,671	\$ 49,996	\$ 50,321
10	\$ 49,571	\$ 50,296	\$ 50,621	\$ 50,946	\$ 51,271	\$ 51,596	\$ 51,921
11	\$ 51,571	\$ 52,296	\$ 52,621	\$ 52,946	\$ 53,271	\$ 53,596	\$ 53,921
12	\$ 51,671	\$ 52,396	\$ 52,721	\$ 53,046	\$ 53,371	\$ 53,696	\$ 54,021
13	\$ 51,771	\$ 52,496	\$ 52,821	\$ 53,146	\$ 53,471	\$ 53,796	\$ 54,121
14	\$ 51,871	\$ 52,596	\$ 52,921	\$ 53,246	\$ 53,571	\$ 53,896	\$ 54,221
15	\$ 52,071	\$ 52,796	\$ 53,121	\$ 53,446	\$ 53,771	\$ 54,096	\$ 54,421
16	\$ 54,171	\$ 54,896	\$ 55,221	\$ 55,546	\$ 55,871	\$ 56,196	\$ 56,521
17	\$ 54,471	\$ 55,196	\$ 55,521	\$ 55,846	\$ 56,171	\$ 56,496	\$ 56,821
18	\$ 56,680	\$ 57,405	\$ 57,730	\$ 58,055	\$ 58,380	\$ 58,705	\$ 59,030
19	\$ 58,080	\$ 58,805	\$ 59,130	\$ 59,455	\$ 59,780	\$ 60,105	\$ 60,430
20	\$ 64,180	\$ 64,905	\$ 65,230	\$ 65,555	\$ 65,880	\$ 66,205	\$ 66,530

Year 4 2010-2011 SALARY SCHEDULE

Step	B	M	M+6	M+12	M+18	M+24	M+30
1	\$ 34,300	\$ 34,725	\$ 35,050	\$ 35,375	\$ 35,700	\$ 36,025	\$ 36,350
2	\$ 35,300	\$ 35,725	\$ 36,050	\$ 36,375	\$ 36,700	\$ 37,025	\$ 37,350
3	\$ 36,300	\$ 36,725	\$ 37,050	\$ 37,375	\$ 37,700	\$ 38,025	\$ 38,350
4	\$ 40,871	\$ 41,296	\$ 41,621	\$ 41,946	\$ 42,271	\$ 42,596	\$ 42,921
5	\$ 45,771	\$ 46,196	\$ 46,521	\$ 46,846	\$ 47,171	\$ 47,496	\$ 47,821
6	\$ 46,271	\$ 46,696	\$ 47,021	\$ 47,346	\$ 47,671	\$ 47,996	\$ 48,321
7	\$ 47,271	\$ 47,696	\$ 48,021	\$ 48,346	\$ 48,671	\$ 48,996	\$ 49,321
8	\$ 48,271	\$ 48,996	\$ 49,321	\$ 49,646	\$ 49,971	\$ 50,296	\$ 50,621
9	\$ 49,371	\$ 50,096	\$ 50,421	\$ 50,746	\$ 51,071	\$ 51,396	\$ 51,721
10	\$ 50,971	\$ 51,696	\$ 52,021	\$ 52,346	\$ 52,671	\$ 52,996	\$ 53,321
11	\$ 52,971	\$ 53,696	\$ 54,021	\$ 54,346	\$ 54,671	\$ 54,996	\$ 55,321
12	\$ 53,071	\$ 53,796	\$ 54,121	\$ 54,446	\$ 54,771	\$ 55,096	\$ 55,421
13	\$ 53,171	\$ 53,896	\$ 54,221	\$ 54,546	\$ 54,871	\$ 55,196	\$ 55,521
14	\$ 53,271	\$ 53,996	\$ 54,321	\$ 54,646	\$ 54,971	\$ 55,296	\$ 55,621
15	\$ 53,471	\$ 54,196	\$ 54,521	\$ 54,846	\$ 55,171	\$ 55,496	\$ 55,821
16	\$ 55,571	\$ 56,296	\$ 56,621	\$ 56,946	\$ 57,271	\$ 57,596	\$ 57,921
17	\$ 55,871	\$ 56,596	\$ 56,921	\$ 57,246	\$ 57,571	\$ 57,896	\$ 58,221
18	\$ 58,080	\$ 58,805	\$ 59,130	\$ 59,455	\$ 59,780	\$ 60,105	\$ 60,430
19	\$ 59,480	\$ 60,205	\$ 60,530	\$ 60,855	\$ 61,180	\$ 61,505	\$ 61,830
20	\$ 65,580	\$ 66,305	\$ 66,630	\$ 66,955	\$ 67,280	\$ 67,605	\$ 67,930

STEP GUIDE

2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
				1
			1	2
		1	2	3
	1	2	3	4
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	15	16
13	14	15	16	17
14	15	16	17	18
15	16	17	18	19
16	17	18	19	20
17	18	19	20	20
18	19	20	20	20
19	20	20	20	20
20	20	20	20	20

Movement on this salary step guide is Horizontal

A. METHODS OF PAYMENT

Salary payments will be made on the 10th and the 25th day of each month. On the 10th, one-half of the earned monthly payment will be made and on the 25th of the month, the remaining portion of the earned monthly salary payment will be made.

Any employee on a twelve (12) month salary basis may request the balance of his/her earned, but unpaid, salary with the June or July salary payment, provided such request is made prior to May 1 of any applicable year.

B. PAYMENTS FOR CREDITS EARNED

1. The District will reimburse tuition up to \$1,000 per fiscal year (July 1 through June 30). Providing:
 - a. The credits are in employee's field/advanced education (school related)

- b. The course(s) have been pre-approved by the Superintendent two weeks prior to beginning of course.
 - c. The grade in any course is an A or B.
2. Courses must be completed prior to the beginning of each school year and an official (sealed) transcript is required for verification.
 3. No reimbursement shall be made for credits prior to employment.
 4. Adjustments in the salary matrix for credits over the Master's degree will be made for credits earned after the Masters degree. Adjustments not be made by additional graduate credits acquired during or prior to earning a Masters degree.

C. TRAVEL EXPENSES

Employees who must use their automobiles for travel purposes on District assigned business or approved activities shall be granted the maximum reimbursement allowable under IRS regulations, for actual miles traveled. Vouchers shall be issued once a month. IRS rate will be changed (if necessary) at the beginning of each school year.

D. VOLUNTARY EARLY RETIREMENT INCENTIVE PROGRAM

1. Professional employees who have completed 20 or more years of service in Pennsylvania with a minimum of fifteen (15) or more years of service in the Avella Area School District may participate in the program if:
 - The professional employee is 55 years and older prior to ~~the~~ retirement year.
2. The employee must retire under the provisions of the Public School Employee's Retirement System (PSERS) and shall not be eligible for permanent disability retirement.
3. Participants will receive the following benefits upon early retirement:
 - a. Each day of unused sick leave will be reimbursed at the full daily substitute rate in effect up to a maximum of \$12,500. Any days beyond those will be reimbursed at 50% of the daily substitute rate. The employee shall receive 1/2 of the incentive payment on June 30th of the last year of employment and June 30th of the following year.

- b. Employees electing early retirement shall receive full individual medical insurance until the employee's initial eligibility for Medicare. Participation in the dental, vision, and life insurance programs shall cease upon retirement. (The medical insurance is based on the current board approved plan.)
- c. The retiree is obligated to contribute to the purchase of individual coverage a minimum of \$100 per month, or such equal or greater amount as may be provided under Act 23 of 1991 or any similar or successor provision. The School District's obligation shall be to pay, beyond the employee contribution, the balance of the premium.

4. Employees electing early retirement will receive:

- a. Six months notice prior to retirement date of June th \$10,000.
- b. One year notice prior to retirement date of June th \$4,000
- c. Two years notice prior to retirement date of June th \$6,000
- d. Serious medical conditions that require retirement may be considered at \$3,000.

5. Number 4 is in effect for the life of this contract only. Additional/Alternative early retirement plans may be offered during this contract duration.

6. Any professional employee who elects early retirement and who has been paid incentive monies must retire on schedule. Otherwise, all monies paid as retirement incentive must be returned to the School District within three (3) months of the change in retirement plans.

E. RETIREMENT PAY

"Eligibility" professional employees who do not take advantage of Voluntary Early Retirement Incentive Program but who have 10 or more years service in the Avella Area School District and who retire under the provisions of the Pennsylvania Public School Employees' Retirement System, shall receive as a bonus, the amount of which shall be determined by multiplying the employee's number of years of service in the District by one hundred (100) dollars. The maximum amount of each payment shall be \$3,000.

**SECTION 10
HEALTH, WELFARE AND BENEFIT ALLOWANCES PROGRAM**

A. HOSPITALIZATION AND MAJOR MEDICAL

For the term of this agreement the District will offer employees the Blue Cross/Blue Shield PPO Blue Program or equivalent Intermediate Unit medical programs. The District will pay a portion of the premium for the Blue Cross/Blue Shield PPO Blue Program or equivalent Intermediate Unit medical program, with employees contributing to the premium cost as outlined in the chart below. The amount of the employee contributions will be determined by the number of employees who are covered by this agreement and opt to take the benefits buyout option. With fewer than nine (9) taking the buyout, the "Base" employee contribution will be used. When nine (9) or more employees take the buyout, the employee contributions will be reduced for all other employees covered by this agreement.

The number of buyouts for a particular year will be determined by using the number of buyouts that existed at the end of the previous fiscal year. So, for example, if at the end of the 2009-2010 school year (at 11:59 p.m. on June 30, 2010), there are 11 buyouts, the employee contributions will remain fixed at the lower levels for the entire 2010-2011 school year, regardless of the number of buyouts that are elected during that year.

The numbers in the chart below represent the monthly dollar contribution of each employee, dependent upon the coverage option each has chosen. For single coverage (i.e. coverage for the employee only) the smaller number is used. For any other coverage (e.g. parent-child, or family) the larger number is used. For example, if the employee contribution is listed as 10/20, this means that the employee contribution is \$10.00 per month for those employees electing single coverage and \$20.00 per month for those who elect some other coverage.

Deductibles will be as specified in the Blue Cross/Blue Shield PPO Blue Program or equivalent Intermediate Unit medical programs.

All benefits shall be coordinated and not duplicated. (That in addition to non-duplication of benefits under this Agreement, an employee's Blue Cross/Blue Shield PPO Blue Program, or equivalent Intermediate Unit medical programs, and Major Medical benefits shall be coordinated with similar coverage provided by other employers to employees' spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided hereunder, with primary coverage apportioned to the head-of-household carrier.)

Health Care Employee Contribution - (per month)				
	Year 1	Year 2	Year 3	Year 4
Base	0/0	10/20	15/30	16.5/33
With 9+ Buyouts*	0/0	5/10	10/20	15/30
	*Determined by previous year			
ER Co-Pay	\$ 75	\$ 75	\$ 75	\$ 75

B. BENEFITS BUY-OUT

1. The Avella Area School District will pay \$1,800 per year to any employee, (up to 8 employees electing not to participate) and \$2,500 per year to any employee, (for 9 or more employees who elect not to participate) in the District's medical benefits plan. The payment will be paid in one lump sum.
2. Any employee who elects to participate in this benefits buy-out plan will be able to re-enroll into the plan one time during the life of this agreement. Re-enrollment will be accomplished immediately at the request of the employee with no "waiting period" for re-enrollment.
3. The District will adopt an IRS Code Section 125 Plan to protect employee benefits. If any portion of this agreement or any such Section 125 Plan is deemed invalid or out of compliance with applicable laws and/or regulations, or if any portion of this agreement would cause the benefits of employees not selecting this option to become taxable, then this agreement will be null and void.
4. Except as set forth herein, if a husband and wife are both employed by the School District in positions in which they are eligible to receive medical coverage through the District, then medical coverage will only be provided to one of the spouses and neither of them will be eligible for this buyout benefit plan. Notwithstanding the foregoing, If a husband and wife were both employed by the School District in positions in which they were eligible to receive medical coverage through the District prior to the effective date of this Agreement, one of them will continue to be provided with medical coverage through the School District and the other will continue to remain eligible for this buyout benefit plan.

C. DENTAL CARE

The District shall pay full premium for Blue Shield Basic Program Dental Care Protection or equivalent IU dental plan program for each full-time professional employee. Coverage includes single or family.

All benefits shall be coordinated and not duplicated. (This means that in addition to non-duplication of benefits under this Agreement, an employee's Blue Shield Basic Program Dental Care Protection or

equivalent IU dental plan program shall be coordinated with similar coverage provided by other employers to employees' spouses, to the end that a covered occurrence shall be indemnified only once to the extent provided hereunder, with primary coverage apportioned to the spouse's carrier.)

The District shall pay for the Dental Rider of Orthodontic Coverage at 50% (\$1,000 Limit Per Year). The District agrees to deduct for additional Dental Riders for each member of the bargaining unit at the expense of the individual member of the bargaining unit. If the minimum requirements of the plan are not met, this provision shall be null and void.

D. EYE EXAMINATION AND REFRACTION PROGRAM

The District shall pay up to eight ~~hours~~ (\$8.00) PSEA Vision Program premium for each full-time professional employee during the life of this Agreement. Coverage includes individual and family.

E. TERM LIFE INSURANCE

Each employee shall be provided with group term life insurance ~~coverage~~ in the amount of \$50,000.00 during the life of this Agreement.

F. CONDITIONS

1. All benefits provided in Section 10 are conditioned upon satisfactory evidence of enrollment by execution of a proper application by each eligible employee and acceptance by the carrier in accordance with normal insurance standards.
2. The effective date of such coverage shall be the date set by the carrier as the effective date after receipt of the signed application of the employee and premium payment by the District.
3. The District shall provide to each employee a description of the coverage provided under this section as soon as possible after the same is received from the respective carrier involved.
4. All benefits provided in Section 10 shall expire with the Agreement.

G. EMPLOYER'S NON-OWNERSHIP LIABILITY

No professional employee will be required to transport students in his personal vehicle. If the employee agrees to transport said students, the School District will provide employer's non-ownership liability insurance.

The District shall provide supplementary liability insurance to protect the School District in the event that an employee is involved in an accident while driving a vehicle on authorized school business.

It is understood that the School District is insured under this policy. Protection to the full limits and provisions of the policy is extended to cover employees or others driving on authorized School District business provided that "agency" for the School District can clearly establish that the party has inadequate insurance and a claim has been developed against the School District.

It shall be understood that this policy is supplementary to the primary insurance carried by the individual. It shall not supersede or be in lieu of primary insurance carried by the individual.

The insurance policy shall be made available to the President or designated agent of the Association to review.

H. SICK LEAVE BANK

All teachers shall have the option to become members of a Sick Leave Bank. Such membership shall be affected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the Association President are notified otherwise within ten (10) days of the opening of classes in any successive school year.

Effective with the 2007-2008 school year and continuing through the life of the Agreement, each teacher may surrender one day into the Sick Leave Bank for use by members of the bargaining unit.

1. Use of the day from this Bank shall be determined by a Union Review Committee consisting of three (3) members.
2. Request for use of the day from this Bank for long-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion.
3. The sole responsibility of the School District will be to transfer the designated days upon request.

SECTION 11 HOURS OF WORK

A. SCHEDULES

1. Work Year

The normal work year for classroom teachers, librarians and nurses shall be:

- 186 normal workdays
- (a) 177 days of instruction
- (b) One (1) clerical day (beginning of school term)
- (c) One (1) clerical day (end of school term)
- (d) Two (2) system wide in-service days
- (e) Two (2) system wide in-service days shall be planned jointly with representatives of AEA, Principals and Superintendent.
- (f) Three (3) Act 80 Days

2. In-Service Education

Professional growth and education activities for staff development shall be jointly planned by a committee of teachers and administrators.

Act 80 clerical, and in-service days shall each be seven (7) consecutive hours in length which shall include six and one-half (6 ½) consecutive hours of actual participation in planned work and/or education activities and one-half (1/2) hour lunch period. The seven hours may be split in order to meet needs of parents/guardians for conferences or to makeup days needed for snow days, etc. (Example: 3 hours after school on a regular day and 4 hours on the Act 80 day or in-service day.)

It is the responsibility of each individual teacher to comply with the requirements of Act 48 in keeping his/her certificate current. Although the District may, from time to time, schedule in-service activities that can be used to fulfill each teacher's Act 48 requirements, it is not the District's responsibility to completely fulfill these requirements for teachers. Teachers, as professionals, are expected to comply with the intent of the law by pursuing continuing education outside of the confines of the in-service opportunities provided by the District.

3. Teaching Time

The normal workday for professional employees is seven and one-half (7 ½) hours for the duration of this Agreement.

4. Lunch Period

Each employee shall have thirty (30) minutes duty free lunch. An employee may leave the school during his duty free lunch period. Notification must be given to the administration or his designee upon leaving and returning. The thirty (30) minutes duty free lunch will be scheduled during the time period that lunch is being served to students, unless scheduling prohibits and the time is mutually agreed upon by the employee and administration.

5. Preparation Time

Classroom teachers shall normally, in addition to their lunch period, have preparation times as follows:

- (a) Elementary Teachers – Five (5) periods per week (minimum – 30 minutes)
- (b) Secondary Teachers – Five (5) periods per week

6. Faculty Meetings

Each faculty member shall attend one (1) faculty meeting per month. All meetings will be given twenty-four (24) hour notice. Additional meetings may be called in case of an emergency. All faculty members shall attend unless excused by the administration.

7. Open House

One Open House per year shall be mandatory for all employees. Open House in the elementary and secondary schools will be held on separate evenings from 6 p.m. until 8 p.m.

A two-hour early dismissal will be scheduled on the day before Thanksgiving.

8. Last Day of School – Teacher Work Day

On the last day of school, teachers will work 3 ½ hours.

9. **Teacher Scheduling Committee**

During the month of January, on an annual basis, teachers in each building will receive forms soliciting their recommendations regarding scheduling of the following year.

Each building will appoint two teachers to serve on a committee to meet with the administration to review, offer suggestions, and act as a professional resource to the scheduling process.

Every effort will be made to respond positively to teacher requests, but the final scheduling decision remains exclusively with the administration.

No grievance whatsoever concerning teacher schedules may be filed in connection with this section of the Agreement.

**SECTION 12
REGULAR PART-TIME EMPLOYMENT**

1. **Hours of Work**

The number of working hours a regular part-time employee will work is calculated pro rata, based on the number of assigned ~~Classes~~ Classes. Four classes are equal to fifty percent of the number of classes a regular full-time teacher is assigned classes during an eight period day. Therefore, a regular part-time secondary school teacher will work fifty percent of the contracted teaching time, excluding the duty free lunch period (7 _ hours) or 3 _ hours.)

2. **Salary**

A regular part-time employee will receive a salary on a pro rata basis as described in the above section.

3. **Teacher Planning/Conference Time**

A regular part-time employee will be assigned planning/conference time on a pro rata basis.

4. **Part-Time Employee Benefits**

A regular part-time employee will benefit from the following provisions of the agreement in force on a pro rata basis:

- a. Medical insurance based on the current Board approved plan.
- b. Dental Care
- c. Eye Examination and Refraction Program
- d. Term Life Insurance
- e. Sick Leave
- f. Personal Leave

Participation is dependent on the carrier's approval. (Example: A regular part-time employee who is on fifty percent employment may participate in health and welfare insurance protection whereby the District will pay fifty percent of the premium and the part-time employee the remaining fifty percent.)

5. Time Credited Toward Retirement

The Public School Employees' Retirement System established regulations for retirement credit. Following is the quotation from page 21, section 4 of the regulation: "For part-time salaried employees, the report unit should convert part-time service to the equivalent of full day and report the actual service rendered. Service is calculated by multiplying the number of days worked by the percentage of full-time".

Applying the formula $50\% \times 186 \text{ days} = 93 \text{ days}$ credited toward retirement for any applicable school term.

6. Sick Leave

Part-time employees will be granted ten days at part-time employment pay.

7. Personal Leave

Part-time employees will be granted three days at part-time employment pay.

**SECTION 13
PRIOR AGREEMENTS**

The terms and conditions established by this Agreement replace those, which were or may have been established between the parties under any other Agreement or Agreements.

**SECTION 14
SEPARABILITY**

If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**SECTION 15
DURATION OF AGREEMENT**

A. EFFECTIVE DATE

1. The term of this Agreement shall begin September 1, 2007, to August 31, 2011.
2. The parties agree to enter into collective bargaining of a successor agreement no later than January 9, 2011.
3. This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

B. AUTHORIZATION

IN WITNESS WHEREOF, THE Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its Corporate Seal to be placed hereon, this ____ day of _____, 2007.

**AVELLA AREA
DISTRICT
EDUCATION ASSOCIATION**

**AVELLA AREA SCHOOL
BOARD OF EDUCATION**

By: _____
John Jaros, President

By: _____
Corey McConn, President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Debra L. Bentz, Secretary

AVELLA AREA SCHOOL DISTRICT

EXTRA-CURRICULAR ACTIVITIES

The wages and/or salaries for extra-curricular activities agreed upon are annual wages or salaries effective for any employee as set forth in the following pages:

1. All wages and/or salaries negotiated shall cover wages and/or salaries earned for hours worked while teaching in, supervising of, or directing a program or activity scheduled prior to the beginning of the school day, or after the close of the school day and same hours shall be in excess of teaching time mandated by the Agreement Between the Avella Area School District and the Avella Area Education Association.
2. Supplemental agreement positions are non-tenured in accordance with the Pennsylvania Public School Code of 1949 as amended. These agreements shall be issued or renewed on an annual basis or for a term of up to four (4) years.
3. It is understood that once an employee begins an extra-curricular season or activity, he/she shall complete it in its entirety, unless the Board of School Directors or the Superintendent accepts a written resignation or the employee is released for misconduct or failure to perform the functions or fulfill the responsibilities of the position. A sixty-day written notice of resignation is required unless waived by action of the Board of School Directors.
4. The Board of School Directors reserves the right to introduce or eliminate extra-curricular activities at any time.
5. For the purposes of this appendix designated compensation shall mean the total compensation for the activity, extended seasons, championship playoffs, etc.
6. All positions covered in this Appendix are voluntary except the directors of chorus and band. An employee may be relieved of his/her extra-curricular assignment upon mutual agreement of the Board of School Directors and the employee or for unsatisfactory performance. All positions filled by non-bargaining unit personnel shall automatically be posted in the District and may be advertised outside the District. All personnel must complete the letter of intent each year if they wish to continue to hold a position in an athletic extra-curricular activity. Bargaining unit personnel may apply for posted positions. Multiple candidates for an extra-curricular position will be interviewed to determine the best possible candidate. The School District reserves the right to hire non-bargaining unit personnel for all voluntary positions. Although the District will endeavor to fill such vacancies with employees from the District, the qualifications of all applicants, whether a bargaining unit employee, or non-bargaining unit person will be the primary consideration.

ATHLETIC ACTIVITIES

Athletic Director	\$ 5,000
Fall Sports	
Basketball - 7/8 Girls - Head Coach	\$ 2,550
Asst. Coach	\$ 1,050
Cross Country - Head Coach	\$ 2,650
Asst. Coach	\$ 1,050
Football - 7/8 - Head Coach	\$ 2,450
Asst. Coach	\$ 1,200
Football - Varsity - Head Coach	\$ 3,800
Asst. Coach	\$ 2,100
Asst. Coach	\$ 2,100
Golf - Head Coach	\$ 2,650
Asst. Coach	\$ 1,050
Tennis - Head Coach	\$ 2,650
Asst. Coach	\$ 1,300
Volleyball - Head Coach	\$ 2,650
Asst. Coach	\$ 2,100
Winter Sports	
Basketball - Boys Varsity - Head Coach	\$ 3,800
Asst. Coach	\$ 2,100
Basketball - Girls Varsity - Head Coach	\$ 3,800
Asst. Coach	\$ 2,100
Basketball - 7/8 Boys - Head Coach	\$ 2,550
Asst. Coach	\$ 1,050
Rifle - Head Coach	\$ 2,650
Asst. Coach	\$ 1,050
7th/8th Grade Girls Volleyball - Head Coach	\$ 2,450
Asst. Coach	\$ 1,200
Wrestling - Varsity - Head Coach	\$ 3,800
Asst. Coach	\$ 2,100
Wrestling - Jr. High - Head Coach	\$ 2,450
Asst. Coach	\$ 1,200
Spring Sports	
Baseball - Head Coach	\$ 2,650
Asst. Coach	\$ 1,500
Junior Varsity Baseball Coach	\$ 1,500
Softball - Head Coach	\$ 2,650
Asst. Coach	\$ 1,500
Track - Head Coach	\$ 2,650
Asst. Coach	\$ 1,500

1. Add \$100 each succeeding year to all positions if a returning Coach/Sponsor.
2. First year/new coaches to be hired at base salary.
3. Coaching experience in one athletic activity does not transfer to another athletic activity.

**JR. SR. HIGH SCHOOL
EXTRA-CURRICULAR ACTIVITIES**

Band Director – Summer Band	\$ 4,300
Assistant Band Director	\$ 2,300
Marching Band Drum Line Instructor	\$ 900
Winterguard Drum Line Instructor	\$ 900
Color Guard	\$ 900
Majorette	\$ 900
Dance Line	\$ 900
Winterguard – Flags	\$ 900
Winterguard – Dance Line	\$ 900
Winterguard – Dance Line Assistant	\$ 650
Choral Director	\$ 300
Musical Producer	\$ 1,650
Senior Class Manager	\$ 950
Junior Class Sponsor	\$ 425
Sophomore Class Sponsor	\$ 425
Freshman Class Sponsor	\$ 425
7/8 Grade Combined Class Sponsor	\$ 425
Student Council	\$ 425
National Honor Society	\$ 425
Newspaper	\$ 800
Yearbook	\$ 1,550
Event Manager	\$50/Event
Curriculum Related Clubs	\$ 425
Head Varsity Cheerleading – Summer/Football	\$ 2,350
Head Varsity Cheerleading – Basketball/Wrestling	\$ 2,350
Asst. Varsity Cheerleading – Summer/Football	\$ 1,350
Asst. Varsity Cheerleading – Basketball/Wrestling	\$ 1,350
After School Weight Room Coordinator	Negotiated
Evening Weight Room Coordinator	Negotiated

1. Add \$50 each successive year of sponsoring the same activity.
2. All first year sponsors will be hired at base salary.
3. Description and objectives of curriculum related clubs must be submitted and approved by Superintendent.
4. Four thousand four hundred dollars (\$4,400) designated for JSHS plays/musicals will be dispersed as determined by the Producer and agreed upon by the Superintendent.
5. Event Managers are individuals needed if the Athletic Director is unable to be present at an event. An Event Manager may be requested if more than one person is needed to maintain the event.
6. It is understood that those who take on one of the listed extracurricular positions will begin at the new base year for the 2007–2008. In addition, those who have prior years of experience at doing a particular job will be credited with \$50.00 per year for each year that they have held the same position, going back to the 2000–2001 school year. So, for example, if a teacher has three years of experience as the Senior Class Manager, then, in the 2007–2008 school year, that individual will be paid the base salary of \$950.00, plus \$150.00 for the three prior years of experience in the position, so that the total salary the 2007–2008 school year will be \$1,100.00.

OTHER SUPPLEMENTAL CONTRACTS

1. The following activities shall be compensated at an hourly rate for as much as they occur outside of contracted teaching time. The hourly rate of pay for work without student contact shall be as follows during the term of this Agreement:

2007-2008	\$20.25
2008-2009	\$21.00
2009-2010	\$21.75
2010-2011	\$22.50

- A. **Drivers Education**
- B. **Summer School**
- C. **Adult Evening Courses**
- D. **Homebound Instruction**
- E. **Curriculum Revision Activities**

Curriculum revision activities eligible for compensation are those that require professional employees to write revisions and generate course contents for new course being offered by the School District beyond the normal workday or work year. Curriculum activities scheduled during in-service or Act 80 days are not eligible for compensation.

- F. **Teacher Induction**

Teacher induction sessions eligible for compensation are those that require the Mentor and Inductee or Coordinator and Inductees meet beyond the normal workday or work year. Teacher induction activities scheduled during the normal workday, in-service, or Act 80 days are not eligible for compensation.

- G. **Individualized Education Program Writing**

IEP writing sessions eligible for compensation are those that require the teacher to work beyond the normal workday or work year. IEP writing scheduled during the normal workday, in-service, or Act 80 days are not eligible for compensation.

H. Graduation Project Advisor Activities

Graduation Project Advisor Activities eligible for compensation are those that require the teacher to work beyond the normal workday or work year.

I. Grant Writing and Maintenance

Compensation is for time required beyond the normal workday or work year. All of the time must be pre-approved by the Superintendent. Selected grants also require pre-approval and may be written in collaboration with other teachers, administrators. This does not exclude the use of grant writers who are not bargaining unit members and/or who are not employees of Avella Area School District.

J. Extended Day Detention

K. After School Tutoring as approved by the Administration

AUTHORIZATION

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, this ____ day of _____, 2007.

**AVELLA AREA
DISTRICT
EDUCATION ASSOCIATION**

**AVELLA AREA SCHOOL
BOARD OF EDUCATION**

By: _____
John Jaros, President

By: _____
Corey McConn, President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Debra L. Bentz, Secretary
