

AGREEMENT

BETWEEN

BENTWORTH SCHOOL DISTRICT

AND THE

**BENTWORTH EDUCATION
ASSOCIATION**

August 25, 2007 to August 24, 2012

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1
2 **AGREEMENT**

3
4 This Agreement is entered into this 23rd day of October 2006 by and between the Board of
5 School Directors of the Bentworth School District of Bentleyville, Pennsylvania, hereinafter
6 called the "Board" and the Bentworth Education Association, hereinafter called the
7 "Association".
8

9 **WITNESSETH**

10
11 Whereas, the parties have reached certain understandings which they desire to confirm in this
12 agreement, and in consideration of the following mutual covenants, it is hereby agreed as
13 follows:
14

15 **ARTICLE I**
16 **NON-DISCRIMINATION**

17
18 No employee or applicant for employment covered by this Agreement shall be discriminated
19 against because of membership in or activities on behalf of the Association. Neither the Board
20 nor the Association shall discriminate for or against any employee or applicant for employment
21 covered by this Agreement on the basis of race, creed, color, national origin, handicap, sex, age,
22 marital status, religious beliefs or political affiliation.

23
24 The representatives of the Board and the Association in all steps of the grievance procedure and
25 in all dealings between the parties shall comply with this provision.
26

27 **ARTICLE II**
28 **RECOGNITION**

29
30 The Board hereby recognizes the Association as the exclusive and sole representative for
31 collective bargaining for all employees included in the bargaining unit as certified and
32 determined by the Pennsylvania Labor Relations Board and under the conditions of Pennsylvania
33 Law, Act 195, provided for collective bargaining for the following employees: Classroom
34 Teachers, Nurses, Guidance Counselors and Librarians.
35

36 Except and subject to the Constitution of the Commonwealth, the Pennsylvania School Code,
37 and this Agreement, the Board retains the right to manage and operate the School District to
38 provide for the maintenance of a thorough and efficient system of public education, which shall
39 include, but not be limited to such areas of discretion and policy as to programs, standards of
40 services, its overall budget and the utilization of technology.
41

42 **ARTICLE III**
43 **NEGOTIATION OF A SUCCESSOR AGREEMENT**

44
45 The parties agree to enter into collective bargaining over a successor Agreement no later than
46 January 10, 2012. Any Agreement so negotiated shall be reduced to writing after ratification by
47 the parties.
48

**ARTICLE IV
DURATION OF AGREEMENT**

This Agreement shall be effective as of the 25th day of August 2007, and shall continue in effect until August 24, 2012 subject to the Association's right to negotiation over a successor Agreement as provided in Article III above.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**ARTICLE V
CLOSURE OF AGREEMENT**

The Board and Association agree that this is the entire Agreement between the parties and contains all the terms and conditions agreed on by the parties hereto and shall not be modified, altered, amended, or added to in whole or in part during the life of the Agreement unless by an enactment of law or an instrument, in writing, duly executed by both parties.

**ARTICLE VI
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 applications shall not be deemed valid or subsisting, except to the extent permitted by law. However, all other provisions or applications shall continue in full force and effect.

**ARTICLE VII
MAINTENANCE OF MEMBERSHIP**

The Board and the Association agree that all employees who are presently members of the Association or who join the Association in the future must remain members for the duration of the Agreement. However, any employee, or member of the Association, may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement.

All new employees will be informed of the Maintenance of Membership Clause and its consequences prior to enrollment in the Association.

**ARTICLE VIII
RIGHTS OF PROFESSIONAL EMPLOYEES**

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under the Public School Code, applicable laws and regulations, and the Public Employee Relations Law, Act 195. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the rules, regulations, and policies of the Board in force on said date shall continue to be applicable during the term of this Agreement. In the event the Board decides to modify a rule, regulation or policy covering a term or condition of employment, representatives shall meet and discuss said modification with representatives of the Association at least thirty (30) calendar days prior to adoption.

B. Just Cause Provision

In the event that the Tenure Act (Article XI, 1121-1132 inclusive of the Pennsylvania School Code) should be repealed by the Pennsylvania Legislature, the Tenure Act, in its entirety, shall become part of this contract for the duration of the contract. No employee shall be disciplined, reduced in rank or compensation, furloughed, suspended, demoted, or discharged without just cause, and such action shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee and the Association.

C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, and such appearance is for disciplinary purposes or investigation of potential or actual charges, the employee shall be given written notice of the reason(s) for such meeting or interview, forty-eight (48) hours prior to the meeting or interview, and shall be entitled to have a representative of the Association and/or legal counsel present to advise and represent the employee during such meeting or interview. However, if the employee desires to appear with legal counsel, the Superintendent must be notified twenty-four (24) hours before the meeting or interview of the employee's intention to appear with legal counsel.

Any suspension of an employee pending charges shall be without pay. However, if the charges are eventually dropped or the formal hearing finds the employee innocent of the charges filed, the employee shall be made whole for all working days lost.

D. Rating of Employees

All ratings shall be in accordance with the School Code, and the regulations of the Department of Education. The form used for rating of personnel will be the Revised Form PDE-5501 as approved by the Department of Education.

Ratings shall be performed during normal school day activities. No electronic surveillance devices shall be used in lieu of a properly certified administrator of the School District. Either at the end of the rating period or at the beginning thereof, the employee shall be informed that he or she has been rated.

A copy of the rating form with each of those items rated satisfactory or unsatisfactory shall be given to the employee at the end of each session and discussed with the employee prior to each succeeding second or third session.

Uncompleted items will be rated during a second or third session. A rating period will consist of no more than three sessions. Any item not rated within three (3) sessions shall be deemed non-applicable.

Upon the rating of any employee, said employee shall receive a copy of the completed rating form within two (2) days of the rating period.

No such rating form shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. Said conference shall take place within five (5) days after the receipt of the completed rating form.

Within twenty (20) days after the conclusion of the conference, the Administrator shall reduce the recommendation in writing, and furnish the employee with a copy of the same.

The employee may respond to the recommendation, in writing, within ten (10) days thereof.

The recommendation and response shall be attached to the rating form.

No employee shall be required to sign a blank or incomplete rating form.

The employee shall have the right to take a witness or Association representation to said conference.

When the employee receives a rating form, any area rated less than satisfactory shall be identified on a separate sheet which shall set forth the following:

1. What area is not satisfactory.
2. Why it is not satisfactory.
3. What must be done to improve the area.

E. Personnel File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review.

No material pertaining to an employee's conduct, character, or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge the opportunity to review such material by affixing his/her 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 material and such answer shall be reviewed by the Superintendent or designee and attached to the file copy.

F. Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate file which is not available to the employee's inspection.

G. Evaluation of Students

No grade or evaluation of a student shall be changed without prior consultation with the employee who issued the grade or evaluation. The person, or persons, making the change shall sign the changed grade and attach an explanation of the reason(s) why the change was made. The employee shall also have the right to attach an explanation, if the employee opposes the change.

**ARTICLE IX
ASSOCIATION RIGHTS AND PRIVILEGES**

A. Information

The Board agrees to provide access to the Association in response to reasonable requests for all available information concerning the educational program and financial resources of the District, including, but not limited to, class size, number of specialists, annual financial report, audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, group teacher insurance, experience figures, names and addresses of all professional employees, and such other information that shall assist the Association in the developing of intelligent, accurate, informed and constructive programs on behalf of their employees and students, together with information which may be necessary for the Association to process any grievances or complaint. The Board shall also provide use of duplicating equipment for the Association to copy said information.

B. Release Time for Meetings

Whenever any employee participates during working hours in negotiations or grievance proceedings, the employee shall suffer no loss in pay.

C. Bulletin Boards

The Association shall have in each school building, the use of a bulletin board in each faculty lounge. The Association shall also be assigned adequate space on the bulletin board in the Central Office for Association notices. Copies of all materials to be posted shall be given to the building principal.

D. Mail Facilities and Mail Boxes

The Association shall have the right to make reasonable use of the interschool mail facilities and school mail boxes.

E. Telephone

The Association shall have access to the use of school phones to conduct business of the Association. All costs will be borne by the Association for their usage.

F. Orientation Programs

All orientation programs for new employees shall be co-sponsored by the Association and the Board with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

To the extent prohibited by Law, the Board shall not be expected to assume the cost of purely social functions conducted as part of such orientation programs, nor shall the Association be expected to assume the cost of speakers, consultants, and services normally considered as appropriate professional in-service training activity of a Board of Education.

G. Equal Time

An Association representative shall be given ten (10) minutes to speak at each Board meeting. This right is extended to the official representative of the Association.

H. Membership Dues Deduction

The Board agrees to deduct from the salaries of members of the Association, dues for the Pennsylvania State Education Association and the National Education Association as said members authorize the Board to deduct and transmit the monies by check promptly to the Association at the end of each pay period.

No later than September 30 of each year, the Association will provide the Board with payroll authorization cards and a list of those employees who have authorized the Board to deduct dues for the Association as outlined in the above paragraph.

Members desiring dues deductions will have a bi-weekly payment plan, via appropriate authorization cards. Dues deduction cards will be prepared and provided by the Association.

Once a member has properly completed and submitted an authorization card through the Association to the Board, said members will have authorized dues deduction in accordance with the provisions of this article.

The Association agrees to defend and hold harmless the Board in connection with any cost of litigation arising out of the deduction made pursuant to this section.

I. Fair Share

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 Board and the Association agree to comply with all provisions of Act 84 of 1988.

If any legal action is brought against the Board as a result of any actions it is requested to perform by the Association pursuant to this Section, the Association agrees to provide for the defense of the Board at the Association's expense and through counsel selected by the Association. The Board agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Board does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

The Association agrees in any action so defended, to indemnify and hold the Board harmless for any monetary damages the Board might be liable for as a consequence of its compliance with this Section, except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any wilful misconduct by the Board or as a result of the Board's failure to properly perform its obligations under this Section.

J. Association Business

Other than during assigned teaching time or other school related duties that are assigned, the BEA President may perform Association business.

**ARTICLE X
MEETINGS WITH THE SUPERINTENDENT**

The Superintendent shall meet with the Association President or President's designee when requested by the Association at a mutually agreeable day and time to review and discuss current school problems and practices and the administration of this Agreement. The Association President shall meet with the Superintendent or Superintendent's designee when requested at a mutually agreeable day and time to review and discuss current school problems and practices and the administration of this Agreement. Either the Association President or the Superintendent may request that an additional person(s) attend the meeting. Such additional attendees must be mutually agreed to by both parties.

**ARTICLE XI
GRIEVANCE PROCEDURE**

A. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may from time to time arise affecting employees in reference to this Agreement. Both parties agree that these proceedings and discussions will not be conducted in public and will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Definitions

1. Grievance is hereby defined as a claim by an employee(s) that there has been a misinterpretation or inequitable application of the stated provisions of this Agreement.

2. Aggrieved employee is the employee(s), or Association making the grievance.
3. Association shall mean the Bentworth Education Association.
4. Party in interest is the employee(s) making the grievance and any employee who might be required to take action or against whom action might be taken in order to resolve the grievance.
5. The time limits as specified within, shall be considered maximums. Time limits may be extended by mutual agreement of the parties. If the aggrieved employee fails to comply with the limits so specified and no extension of time has been granted, the aggrieved employee shall forfeit his/her right to appeal to the next higher step, and the grievance shall be considered null and void.

If the grievance is unanswered within the specified time limits at levels one, two or three, the grievance shall advance to the next higher level.

6. Days used herein shall mean school days as established by the school calendar excluding Saturdays, Sundays, and vacation days. Any adjustment in the school calendar during which time a grievance is in progress shall have the changes in countable days mutually agreed upon in writing between the Association and the Board.

C. Procedure

1. Level One - Principal

- a. The aggrieved employee shall first raise the grievance orally with the Principal within seven (7) days following the incident. The Principal will give an oral answer to the aggrieved employee within seven (7) days.
- b. If the aggrieved employee is not satisfied with the oral answer, he/she shall within seven (7) days submit the grievance to the Association in written form. Upon receipt of the grievance, the Association shall refer the grievance, in written form, to the Principal within seven (7) days. The Principal shall reply in written form within seven (7) days.

2. Level Two - Superintendent

If the aggrieved employee is not satisfied with the disposition of the grievance at Level One-b, the grievance shall be referred, in writing, to the Association within five (5) days from the reply at Level One-b on forms provided. Upon receipt of the grievance, the association shall then refer the grievance, in written form detailing the grievant's alleged contract violation and why the Principal's response was unacceptable, to the Superintendent within five (5) days. The Superintendent shall reply, in writing, within five (5) days after it is presented.

3. Level Three - Board

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, the grievance shall be referred, in writing, to the Association within seven (7) days after the decision of the Superintendent. Upon receipt of the grievance, the Association shall present the grievance, in written form detailing the employer's alleged contract violation and why the Superintendent's response is unacceptable, within seven (7) days to the School Board secretary. The School Board Secretary shall present the grievance to the Board at its next regularly scheduled meeting.
- b. The School Board shall hold a hearing within ten (10) days of receipt of the grievance from the School Board Secretary. All parties in interest shall be given forty-eight (48) hours notice of said hearing. The Board shall reply to the grievance, in written form, within ten (10) days after the hearing has been held. All proceedings are to be confidential.

4. Level Four - Arbitration

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, he/she may request, in writing, that the Association submit the grievance to arbitration. If the Association desires, it may within twenty (20) days from the decision of the Board, submit the grievance to arbitration.
- b. Within ten (10) days after such written notice of arbitration, the Association and the Board shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified time, a request for a list of arbitrators shall be made to the Bureau of Mediation in accordance with Article IX, Section 903 of Act 195, the Pennsylvania Public Employee Law.
- c. The arbitrator so selected shall confer with the representatives of the Association and the Board and shall hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issue(s) submitted. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusion on the issue(s) submitted. The decision of the arbitrator shall be submitted to the Association and the Board and shall be final and binding on the parties.
- d. The cost for the services of the arbitrator, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room and court reporter shall be borne equally by the Association and Board. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be self represented at any level of the grievance procedure, or by a representative and/or counsel selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any representative of any member of the Association, or any other participant in the grievance procedure by reason of such participation, nor shall the Association take reprisals against the Board or its members or any members of the Administration.

E. Miscellaneous

1. Group Grievance

a. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such a grievance to the Superintendent. In no case will a building oriented grievance bypass the Principal.

b. All grievances must be signed by the person(s) authorized by the Association. Grievances should be either hand carried or sent by certified mail to the Principal or the Superintendent.

2. Written Decisions

All Decisions rendered at Level One-b, Level Two, Level Three, and Level Four of the Grievance Procedure shall be in writing, setting forth the decision, and reasons therefore, and shall be transmitted promptly to all parties in interest and the Association.

3. Grievance File

No documents, communications, or records dealing with the processing of a grievance shall be kept in the personal file of any participants.

4. Copies

Copies of all grievances shall be provided to all parties of interest and the Association.

5. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Association and the Superintendent, and a sufficient supply be made available to the Association at all times for distribution.

6. Meetings and Hearings

Before a decision is rendered at Level One-b, and Level Two, a meeting shall be held between the aggrieved employee and/or his/her representative(s) and the person making the decision. At Level Three, a hearing shall be held prior to any decision. No meetings or hearings shall be conducted in public.

**ARTICLE XII
WORKING CONDITIONS, HOURS AND LOAD**

A. Work Year

The work year for all employees shall be within the confines of the school calendar and shall not exceed one hundred and eighty (180) days when pupils are in attendance and eight (8) in-service days in each year of this contract. Two (2) of the in-service days shall be scheduled as clerical in each year, with one scheduled before the first student day and one scheduled after the last student day.

All new employees will be required to work two (2) additional days in the school year of hire as scheduled by the principal.

B. Length of the Workday

The length of the workday shall be no more than seven (7) hours and thirty (30) minutes consecutively for the teachers and other employees who are members of the bargaining unit. The principal of each school shall divide the work day into appropriate periods and will make every reasonable attempt to assign an equal number of teaching periods to each teacher.

C. Lunch Period

All employees shall be provided with a duty-free lunch period of at least thirty (30) minutes.

D. Preparation Time

Each teacher shall be provided preparation time each day commensurate with the contact time with students. On a day when the teacher has student contact in a regular schedule, they shall be provided one normal school day period of preparation time. On a day when the teacher is in contact with students for only a portion of the day, the teacher shall be provided with a commensurate preparation period—i.e. no student contact—no preparation period, or one-half day with students will translate into one-half of a normal school day preparation period to be

scheduled by the building principal within three school days of the occurrence if the preparation period is missed. For less than full days of student contact in which the preparation period is included in the time with students, no adjustment is necessary. The common time each morning may be utilized in rescheduling a preparation period.

E. Storage of Materials

Storage space shall be provided for each teacher's teaching aids, textbooks and supplementary materials.

F. Non-Teaching Assignments

1. Any employee not assigned to a homeroom shall be the first to be assigned to extra-duties. These assignments shall be made on a rotating basis and a record kept of the assignments for this purpose.
2. Cafeteria duty in the elementary schools shall be assigned by the Principal on a rotating basis.
3. Any non-teaching assignment with the exception of those mutually agreed to in Appendix A-Activities and Sponsors, and Appendix B-Coaches shall be assigned by the building principal.
4. There shall be no compensation, in excess of the employee's normal salary, for any non-teaching assignment which is performed during the seven hour and thirty (30) minute day, with the exception of those in Appendix A and B.

G. Dismissal

On a school day designated by the Administration, after September 30 of each year, employees not absent due to illness, bereavement or excused by the Superintendent will return for two hours one evening for an open house. In the event that an employee does not return, an amount equated to three hours will be deducted from his/her salary or the employee may make-up the time by working for three (3) hours on the first work day after the last scheduled workday in the school year's calendar; at the employee's option. On the last school day prior to Thanksgiving vacation, employees will be dismissed three hours early.

H. Medication

Only employees who are legally permitted shall be required to administer medication of any form to any student.

I. Travel Time

Employees required to travel to assignments during the school day will be provided with adequate time in addition to his/her preparation time and lunch period.

ARTICLE XIII
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Certification

No new teacher shall be employed by the Board for a regular teaching assignment who does not have at least a Bachelor's Degree from an accredited college or university, and an Instructional I or an Instructional II certificate.

B. Identification of Assignments

All employees shall be given written notice of their grade level and/or specific subject assignments on or before August 1.

C. Substitute Teachers

The Board agrees to maintain an adequate list of substitute employees at all times.

Employees shall call their building Principal to report unavailability for work. It shall be the responsibility of the Administration to arrange for a substitute. Employees shall call their building Principal to report availability for work.

The call to the Principal shall be made prior to 2:30 p.m. on the day before the employee's return to work. If the call is not made, it shall be assumed that the employee will not be returning to work on the following day.

ARTICLE XIV
TRANSFERS, VACANCIES, SENIORITY AND SUSPENSIONS

A. Posting of Vacancies

1. Should the Board elect to fill any vacancy made available by resignation, retirement, death, termination, transfer or creation of a new position including vacancies in evening school, summer school, home teaching, federal projects, and any other programs requiring certification by State mandate, such vacancies shall be filled with only certified personnel. Whenever a vacancy arises or is anticipated, the vacancy shall be posted for no less than one (1) week. Vacancies shall be filled on the basis of experience, competency, qualifications of the applicant, length of service in the district, and other relevant factors. Any new position requiring certification by State mandate shall be posted with accompanying job description and qualifications.

In order to be considered for any and all succeeding vacancies which may occur because of a transfer of a bargaining unit employee into the posted vacancy, an employee must complete a request for transfer for consideration at the same time of the first posted vacancy. (See Appendix E)

In the event such succeeding openings occur, employees who applied at the time of the first posting will be notified of the school, grade, and/or position which is vacant and asked if they are interested. Such a procedure shall be followed until a succeeding vacancy caused by the first posted vacancy has no bargaining unit member interested. However, if a succeeding opening requires a certification which is different from that which was required in the first posting, the succeeding opening will be posted and the procedure will be reinitiated.

The Superintendent shall notify the Association President in writing of all transfers which have occurred as a result of the posted vacancy.

This section is not applicable to those extra services not requiring certification.

2. Prior to posting a vacancy or newly created position within the bargaining unit, the Board shall first implement the "recall" provision of this Agreement as follows:

a. Employees on layoff status shall be recalled if certified for the position. This shall be done by seniority, the most senior first.

b. The most senior employee on the voluntary transfer list who would effectuate the recall of a suspended/demoted member of the bargaining unit second.

3. If the vacancy of a newly-created position still exists after implementing 2 a and b above, then said position shall be posted as set forth in this Agreement.

B. Involuntary Transfers

1. Where it is deemed essential to improve the educational program by effecting an involuntary transfer, qualified volunteers shall first be considered.

2. When an involuntary transfer or reassignment is necessary, and no qualified volunteer exists, seniority shall prevail. That is, the least senior employee shall be involuntarily transferred.

3. An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the Superintendent, at which time the employee shall be notified of the reasons therefore.

4. The Administration shall have the right to involuntarily transfer within certification area employees hired with class reduction funding to another full-time bargaining unit position should the funding for this program be reduced or eliminated, subject to provisions of the Collective Bargaining Agreement.

C. Voluntary Transfer

The District shall make a voluntary transfer as per Appendix E no later than the beginning of the next grading period.

D. Seniority

Seniority shall be defined as the length of an employee's service beginning with the employee's first day of work in the bargaining unit during a regularly scheduled work year. Seniority shall continue to accrue during suspension or layoff and all approved leaves of absence. Demoted employees shall continue to accrue full seniority. Demoted means decreased in rank, compensation, or status.

Seniority shall be broken only for resignation, retirement, acceptance of a non-bargaining unit position or lawful discharge. Ties in first day worked shall be broken by a lottery.

The Board agrees to post on or before October 15 of each school year the seniority list reflecting the years of seniority and certification of each member of the bargaining unit.

Any employee who feels that his/her seniority is not accurately set forth shall, within sixty (60) calendar days of the commencement of the school year, notify the Superintendent either personally or through the Association of his/her exception or objection. If no exception or objection is made, said listing shall be considered final for the current year. Furthermore, said listing shall only be subject to certification modification up to and including June 30 of the current fiscal year, at which time the seniority and certification list shall freeze and this list shall be utilized for realignment purposes for the ensuing fiscal year.

Any seniority accrued during suspension (layoff) and all approved unpaid leaves of absence shall not count as years of service on the salary schedule attached as Appendix C.

E. Reduction in Force

1. The Board agrees to furnish to the Association all information used in making its determination relevant to any reduction in force (layoffs) or demotions affecting employees of the bargaining unit.
2. It is agreed that bargaining unit employees may only be suspended (laid off) or demoted for the following reasons:
 - a. Substantial decrease in pupil enrollment in the school district.
 - b. Curtailment or alteration of the educational program on recommendation of the superintendent, concurred in by the board of school directors, approved by the Department of Public Instruction, as a result of substantial decline in class or course enrollments or to conform with standards of organization or educational activities required by law or recommended by the Department of Public Instruction.

- c. Consolidation of schools, whether within a single district, through a merger of districts, or as a result of joint board agreements, when such consolidation makes it unnecessary to retain the full staff of professional employees.
 - d. When new school districts are established as the result of reorganization of school districts, pursuant to Article II., subdivision (i) of the School Code, and when such reorganization makes it necessary to retain the full staff of professional employees.
 - e. Any other reason which is approved by a court of appellate jurisdiction in the Commonwealth of Pennsylvania.
2. The Board and the employee(s) shall cooperate to provide the employee an opportunity to obtain an educational specialist certificate to avoid a suspension (layoff) or demotion.
 3. Demotions and suspensions (layoffs) shall be by inverse order of seniority (least senior, first laid off or demoted). The Board shall totally realign its bargaining unit staff (i.e., "checkerboard") so that the least senior employee possible is demoted or suspended (laid off). Employees demoted and/or suspended (laid off) shall be reinstated on the basis of their seniority. No new appointments to either temporary or permanent vacancies may be made while there is a suspended (laid off) or demoted employee available who is properly certificated to fill such vacancy. Employees so reinstated shall be paid on their proper salary steps with full benefits and contractual rights.
 4. No suspended (laid off) employee shall be prevented from engaging in another occupation during the period of suspension (layoff).
 5. Suspended (laid off) employees may, without any break in seniority and without any waiver of rights, refuse recall to other than a full-time, more than one year, professional position for which they are certificated.
 6. A suspended (laid off) employee enrolled in a college program during a period of suspension (layoff) who is recalled shall be given the option of delaying his/her return to service until the completion of his/her college program.
 7. To be considered available, a suspended (laid off) employee shall annually, on or before August 1 of each year, report in writing his/her current address to the Superintendent.

**ARTICLE XV
SICK LEAVE**

A. Accumulative Sick Leave Days

On the opening day of the school year, each employee shall be credited with ten (10) sick leave days' allowance. Days shall be prorated during the first and last year of service for employees who are not employed the total number of days in the work year. The unused portion of such allowance shall accumulate from year to year without limitation.

There shall be no limit to the number of sick leave days that an employee may accumulate.

Employees shall be given a written accounting of total accumulated sick leave days no later than September 30th of each school year.

B. Days Not Charged

Absence due to injury incurred as a result of an employee performing his/her duties shall not be charged against sick leave days, unless so elected by the employee.

**ARTICLE XVI
TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following types of temporary leaves of absence with full pay each school year:

A. Personal

Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Days shall be prorated during the first and last year of service for employees who are not employed the total number of days in the work year. Notice to the employee's Principal for personal leave shall be made at least two (2) days before taking such leave. Said notices shall not state the reason for taking such leave unless a waiver is granted by the Superintendent to the notice requirement for use of one day per year for emergency reasons that may not be recreational in nature. The Superintendent shall be called when requesting a waiver to the notice requirement.

On any given day, a limit of twenty (20) percent of the employees under the supervision of a Principal, in any one building, shall apply save for emergencies.

Up to two (2) days unused in a given school year may be transferred to the next school year. The employee must designate in writing to the Business Manager such transfer no later than the end of the last work day of each year. Any unused balance not transferred shall convert to the employee's sick leave record.

B. Conference of Affiliates

Up to four (4) days for one representative of the Association shall be granted to attend conferences or conventions of state and national affiliate organizations.

C. Legal

Time necessary for appearance in any legal proceedings connected with the employee's employment or with the school system or in any other legal proceeding, if the employee is subpoenaed to attend. Such leave shall not be granted for personal reasons when the employee is a named party in the legal proceeding.

D. Bereavement

Employees shall suffer no loss of wages for absences not exceeding four (4) consecutive week days, one of which must be the day of the funeral, due to death of the employee's father, mother, brother, sister, son, daughter, husband, wife, grandchild, grandparent, current son-in-law, current daughter-in-law, current brother-in-law, current sister-in-law, current parent-in-law, near relative who resides in the same household or any person with whom the employee has made his/her home.

Employees shall suffer no loss of wages for absence the day of the funeral due to death of the employee's first cousin, aunt, uncle, niece or nephew.

A first cousin shall be defined as the son or daughter of the employee's aunt or uncle. An aunt shall be defined as the sister of the employee's father or mother, or the wife of the employee's uncle. An uncle shall be defined as the brother of the employee's mother or father, or the husband of the employee's aunt. A niece shall be defined as the daughter of the employee's brother or sister. A nephew shall be defined as the son of the employee's brother or sister.

E. Serious Illness

Employees shall suffer no loss of wages for absences not exceeding two (2) consecutive days, per occurrence, during the school year because of the serious illness of a father, mother, brother, sister, son, daughter, husband, wife, grandchild or parent-in-law. The patient's overnight stay in the providing entity is required in order to qualify for the two (2) consecutive days' absence.

Employees shall suffer no loss of wages for absences not exceeding one (1) day, per occurrence, during the school year because of the serious illness of a father, mother, brother, sister, son, daughter, husband, wife, grandchild or parent-in-law, when no overnight stay is involved.

Serious illness shall be defined as non-elective surgery or admission into a coronary or intensive care unit.

An occurrence shall be defined as admittance into and discharge from a providing entity.

F. Temporary Military

Time necessary for an employee called into temporary active duty of any unit of the United States Reserves, State National Guard, or Regular Army shall be granted. The employee shall be paid the difference between his/her regular pay and that received from the State or Federal Government.

G. Jury Duty

In order to ensure no loss of income due to jury service, an employee will be compensated for the difference between the amount paid for such service and the employee's regular salary. Upon return to work, the employee shall submit to the Business Office the documentation issued validating the payment received.

H. Conferences, Workshop and Convention Expense Reimbursement

Lodging, meals, and registration expenses incurred on trips on school business, shall be paid by the Board upon presentation of properly approved expense forms with paid receipts. The above policy is contingent upon approval of the trip in advance by the Board or Administration. The Board or Administration may, in some instances, set maximum expenses to be paid for any specific trip with the excess to be assumed by the employee, if he/she chooses to participate. Reimbursement shall be limited to actual expenses incurred.

I. In Addition to Sick Leave

Leave taken pursuant to Sections B through H above shall be in addition to any sick leave to which the employee is entitled.

**ARTICLE XVII
UNPAID LEAVES OF ABSENCE**

A. International and Federal Programs

A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of participating in exchange teaching programs in other states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or cultural travel or work program related to his/her professional responsibilities; provided said employee states his/her intention to return to the school system.

B. Professional Study

A leave of absence of up to one (1) year shall be granted to any employee, upon application, for the purposes of engaging in study at an accredited college or university reasonably related to the employee's professional responsibilities. Upon return from such leave, the employee shall be placed at the same step on the salary schedule as though the employee had worked in the district during such period.

C. Military

A military leave of absence shall be granted to any employee who shall be inducted or enlists for military duty in any branch of the armed forces of the United States during a time of war or a state of national emergency not to exceed the term of original enlistment up to three (3) years or the term of induction. Upon return from such leave, the employee shall be placed at the same step on the salary schedule as though the employee had taught in the district during such period.

D. Association

A leave of absence of up to two (2) years shall be granted to any employee, upon application, for the purpose of serving as an officer of the Association or its staff.

E. Disability

A professional employee who is unable to perform his/her duties because of personal illness or disability, including pregnancy, childbirth, or recovery therefrom, shall be provided with disability leave under the following provisions.

1. The employee will submit a written request to the Superintendent for disability leave at least two weeks prior to beginning such leave, when advance knowledge of the illness or disability is available to the employee, so there is a minimum of detriment to the educational system.
2. The employee will be granted disability leave upon proper certification of disability by a licensed physician. The physician's statement shall include an estimate of the time period of disability. If the estimated time period is exceeded, an updated estimate from the physician will be required, until the period of disability is ended.

The beginning date for the disability leave of absence shall be the next school day following the use of all accumulated sick leave or if the employee chooses not to use sick leave, the first day of absence caused or contributed to by the disability and the physical recovery therefrom.

In the case of maternity, such leave may not extend past the twelve month anniversary of the infant's birth, unless the Board has granted an extension of said leave as provided in Section G. of this Article.

3. It is understood that an employee shall return from a disability leave of absence on the date specified in the request for leave. However, if the employee requests in writing an earlier return date, such date shall be granted; provided the request is submitted at least two (2) weeks prior to the new return date.
4. The employee shall be permitted to continue all fringe benefits at his/her own expense throughout the period of the disability leave of absence.
5. An employee returning from Disability Leave, after the effective date of this contract, shall be subject to the provisions of this contract.

F. Return

All benefits to which an employee was entitled to at the time the leave of absence commenced, including seniority, unused accumulated sick leave, and credits toward sabbatical eligibility shall be restored upon return to work.

Upon return to work from leave, the employee shall be placed in the same position he/she occupied prior to the leave. If that position no longer exists, the employee shall be given another position for which he/she is properly certified.

Upon return, an employee must have earned ninety (90) or more work days credit in any given school year, which is interrupted by an unpaid leave of absence, to be advanced to the next higher step on the salary scale.

G. Extension and Renewals

All requests for or renewals of leaves shall be applied for in writing and be submitted at minimum one (1) week prior to the termination of date of said leave. Such requests shall be subject to review and approval by the Board.

H. Fringe Benefits

During the terms of leaves granted pursuant to A through E of this Article, the employee shall have the right to continue all fringe benefits at his/her own expense.

**ARTICLE XVIII
SABBATICAL AND OTHER LEAVES**

The Public School Code provides that certain employees of the public school system shall be entitled to a sabbatical leave for restoration of health or a leave of absence for professional development, or at the discretion of the Board leaves of absence for other purposes. In accordance with the right thus granted, and by agreement of the Association, the Board shall abide by the following to ensure the integrity of the leave.

A. Application

Application for leave shall be made at the earliest possible time so that budgetary and staffing provisions can be made. Application for professional development or other purposes shall be made 45 calendar days prior to the beginning of the semester in which the leave is to be taken, and for restoration of health at the earliest date the need is established.

B. Method of Application

The application (see Appendix D) shall be submitted to the Superintendent who will make a recommendation upon presentation to the Board. All required reports shall also be submitted to the Superintendent.

C. Priority in the Granting

When the number of applicants exceeds ten (10) percent of eligible employees, leave shall be granted in the following priority:

1. Restoration of health
2. Professional development
3. Other Purposes

Within the above categories, seniority shall prevail.

D. Regulations

In order to ensure that the leave is used to benefit both the employee and the Board, the following regulations shall be observed:

E. Restoration of Health

A sabbatical leave for restoration of health shall be granted for a period equivalent to a half or full school term or for two half school terms during a period of two years. The applicant shall submit a statement from a certified medical practitioner that he/she has a health condition that warrants absence from the job. If the leave is granted, the certified medical practitioner shall submit a progress report every nine weeks. The applicant shall also authorize the practitioner to provide any and all medical information requested by the Superintendent, and the Board agrees that all information concerning the health of the employee shall be confidential.

In suspected cases of abuse or fraud, the Board may require that the employee be examined by a school-appointed physician, board certified in the area of illness claimed by the employee. In the event of conflicting opinions, the employee's physician and the school-appointed physician shall select a third physician to evaluate the employee. The opinion of the third physician shall prevail.

F. Professional Development

A leave of absence for professional development shall be granted for a period of a half or full school term or for two half school terms during a period of two years. This leave shall be directly related to the professional responsibilities as determined by the Board 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, 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 or 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 or three hundred sixty (360) hours of professional development activities.

The employee shall submit to the Superintendent 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 Superintendent 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 revisions of this act for the period of the absence for professional development.

G. Other Purposes

A leave of absence for other purposes may be granted at the discretion of the Board. The applicant shall submit a detailed proposal for the project for which he/she is requesting leave. The employee shall show that the product of the leave will be a benefit to the Board, or education in general, and shall not be primarily remunerative to the applicant.

The employee must certify that he/she has completed ten (10) years of satisfactory service in the schools of the Commonwealth of Pennsylvania, and that five (5) years of consecutive service have been completed in the Bentworth School District, and that he/she has not been granted a sabbatical leave within the past seven (7) years.

The applicant must certify that he/she is aware that Section 1171 of the Public School Code of 1949 states, "The Board of School Directors shall have the right to make such regulations as they deem necessary to make sure the employee(s) on leave shall utilize such leave properly for the purpose for which it was granted requiring reports from the employee(s) on leave in such manner as they may deem necessary."

The applicant must certify that he/she has read and understands those sections of the Public School Code of 1949 pertaining to sabbatical leaves; the regulations of the Board pertaining to sabbatical leaves; and that he/she shall comply with and be subject to the same.

The applicant must certify that he/she will not engage in any outside new employment, including self-employment, during his/her sabbatical leave, without the prior approval of the Board.

H. Penalty for Failure to Comply

Failure to comply with these regulations or the Public School Code sections on sabbatical leave, shall subject the applicant to any penalties set forth in said School Code and said Bentworth School District regulations. In the event any of the conditions set forth in these regulations are violated during the period of sabbatical leave, payment to the applicant will cease forthwith.

I. Return to Position Requirements

The applicant hereby and herewith agrees to return to service in the Bentworth School District for a period of not less than one (1) year immediately after expiration of such leave. The return to position requirements, if violated shall call for the forfeiture of all monies paid to the employee. Such monies shall include salary paid, insurances, and hospitalization paid on the employee's behalf, as well as social security and retirement contributions. The Board may, for medical reasons, waive the obligation of the employee to return.

J. Salary and Benefits

An employee granted leave under this article shall receive one-half of his/her regular salary during the period of leave. The Board shall provide any employee who is on leave all fringe benefits to which he/she is entitled under the School Code.

K. Return

Upon return from leave, an employee shall be placed on the salary schedule at the level which he/she would have attained had he/she remained actively employed during the period of absence. The employee shall be returned to any position for which he/she holds certification, consistent with the Seniority and Transfer provisions of the Agreement set forth in Article XIV.

**ARTICLE XIX
INSURANCE PROTECTION**

A. Medical

All cost for the Highmark Preferred Provider Organization (PPO) shall be paid for employees and their eligible dependents with copays as per the Summary of PPO Blue Benefits, Plan I, Appendix F.

Upon retirement, an employee shall have the right to continue Blue Cross/Blue Shield benefits at the prevailing group rate at his/her own expense until age sixty-five (65).

B. Group Income Protection

All costs of a Group Income Protection Plan equivalent to the benefits in the plan under the previous contract are to be paid by the Board.

C. Term-Group Life

The Employer shall provide \$45,000 of term group life with accidental death and dismemberment coverage.

D. Dental

All costs of the Basic Dental Insurance Plan including riders for Oral Surgery, Prosthetics, Periodontist and Orthodontist, shall be paid by the Board for employees and their dependents. This will include benefits for the employee and family. This dental insurance plan shall be equivalent to the plan sponsored by Blue Cross/Blue Shield.

E. Vision

All costs of the Vision Insurance Plan equivalent to the benefits in the plan under the previous contract shall be paid by the Board for employees and their dependents.

F. Spousal Group Coverage

When an employee is the spouse of another employee, the Board shall pay base coverage for medical and dental insurance for one, and spousal group coverage for medical and dental insurance for the other.

**ARTICLE XX
PROFESSIONAL COMPENSATION**

A. Extra Service

In order to ensure that employees may avail themselves of any opportunities for extra service compensation, the position shall be posted for no less than one (1) week. First consideration shall be given to the most senior employee qualified to perform the duty. Consideration for employment as a homebound teacher will be given first to employees who notify the building principal in advance.

Duties and responsibilities for positions in Appendixes A and B shall be determined by the administration.

Extra service including but not limited to evening school, summer school, homebound instruction; game site managers and game announcers, score board operators and ticket collectors shall be paid as per Appendix A.

If the Board chooses to fill the position, activities and coaching positions sponsored or supervised by the employee shall be compensated at the rate specified in Appendixes A and B.

The Administration may appoint employees to the positions of Band Master and Chorus subject to the following:

1. At least one teaching period associated with the activity will be scheduled for the employee during the work day.
2. Any extension of the normal work day and/or normal work year beyond the levels of the previous year will be as listed in a position description to be mutually agreed upon between the Association and the District.

It is understood that if no employee volunteers for the other positions in Appendix A, the Administration shall have the right to appoint, provided that neither the normal work day nor normal work year is extended.

B. Travel Expense

Employees who use their personal vehicles on school business will be reimbursed at the IRS rate in effect as of July 1 of each fiscal year.

C. Tuition Reimbursement

The Board will provide reimbursement to Association members based on the following guidelines and amounts:

No reimbursement will be paid for the first 24 credits earned.

All credits must be pre-approved by the superintendent or designee. Decisions on pre-approvals shall not be arbitrary or capricious. All credits must be in the field, at an accredited college or university or approved provider, for the purpose of becoming highly qualified, earning an advanced degree in the field, adding a certification, adding administrative certificates or other legitimate school related endeavor.

BEA members must submit proof of completion in the form of an official transcript, proof of payment and must earn a minimum grade of B or PASS in a PASS/FAIL course to receive reimbursement. If the class is "non-graded", the employee must submit a certificate of completion to receive reimbursement.

Reimbursements will be as follows:

MAXIMUM TOTAL REIMBURSEMENT

2007-08	\$500
2008-09	\$600
2009-10	\$700
2010-11	\$800
2011-12	\$900

Reimbursement payments will be made after the regular meeting of the Board of Education for completed requests submitted by the first Monday of the month. All other payments will be in the next month.

D. Tax-Sheltered Annuity Program

A minimum of three plans shall be made available to all employees by means of payroll deduction whereby employees may choose to participate in the plan of their choosing.

E. Cal-Ed Federal Credit Union

Payroll Deduction for payment and/or deposits to Cal-Ed Federal Credit Union shall be made available to all employees who choose to become members of the Credit Union.

F. Salary Schedule

The parties agree that the wages and salaries are accurately reflected in the Appendices and shall remain in effect for the term of this Agreement.

The Board shall have the discretion to establish the starting salary consistent with a step placement in the schedule in Appendix C.

G. Payments for Unused Leaves

Each employee shall receive payment of sixty-five (\$65) dollars per sick day for each day over seven (7) credited for that year not used by the employee, which in no event shall exceed three (3) days. Any absence from work, other than those absences provided for by the terms of this contract, will nullify the compensation for unused sick days.

Upon retirement, employees shall be entitled to compensation based on accumulated sick leave days at the following rates:

First 100 days -	\$55/day
101-150 days -	\$60/day
151-200 days -	\$65/day
201+ days -	\$70/day

The employee shall be eligible for this compensation in addition to but not as part of any final year's salary subject to the following:

1. The employee's intent of retiring is submitted, in writing, along with the employee's intention of resignation, on or before June 15 of the intended final school year of service. The time element may be waived at the discretion of the Board.
2. The employee is applying for, and is eligible to receive either superannuation, disability, or withdrawal allowance subject to at least twenty five (25) years of service from the Pennsylvania School Employee's Retirement System.
3. The employee's last five (5) years of service have been in the Bentworth School District.
4. Compensation paid will be final and will not be repaid if the employee should be re-employed.

Upon the death of an employee at any time, his or her personal representative or estate shall be entitled to compensation based on accumulated unused sick leave days at the rate of fifty (\$50) dollars per day.

The amount due shall be paid in the first regular pay following the last day of employee attendance for the school year.

H. Method of Payment

Equal payments with deductions will be made every other Friday. An employee may elect to have the net amount of his/her paycheck transferred electronically to a designated depository determined by the employee. Such election shall be on a school year basis.

Employees may request in writing to the Business Manager no later than May 1st of each school year the balance of pay for June, July and August for the school year just ended. The amount due shall be paid in the first regular pay following the last day of the employee work year for the school year.

I. Wage Tax Deductions

Unless otherwise designated by the employee, the District will withhold the appropriate wage tax from each employee's salary

J. Long Term Substitutes

Long term substitutes shall mean any individual who has been employed to perform the duties of a regular professional employee or temporary professional employee who has been granted a Board approved leave of absence extending or expected to extend for ninety (90) or more consecutive days.

No provisions or appendices of this Agreement shall be applicable to long term substitutes.

Compensation - Long Term Substitutes shall be compensated at a daily rate which is pro-rated from an annual salary of \$18,500.

**ARTICLE XXI
COACHING POSITIONS**

All vacancies shall be posted.

Coaches will be named on a year-to-year basis. Bargaining unit employees will be considered first in filling positions. The Board reserves the right to name non-bargaining unit coaches.

The Board reserves the right to name non-compensated coaches in addition to the positions listed in Appendix B.

**ARTICLE XXII
REGULAR PART-TIME PROFESSIONAL EMPLOYEES**

Any individual who is employed as a professional employee less than full-time will be considered a regular part-time professional employee.

The length of the workday for the part-time employee divided by the length of the workday for regular full-time professional employees shall be called the employment service rate, hereinafter referred to as ESR. Example: If an employee is hired for three (3) hours and forty five (45) minutes and the workday for regular full-time employees is seven (7) hours and thirty (30) minutes, the ESR is 0.5.

Tenure determination shall be made in accordance with the Public School Code of 1949, as amended.

Seniority, salary, length of workday, temporary leaves of absence, Insurance Protection, payments for unused sick days and terminal leave shall be pro-rated based on the ESR.

Each part-time high school employee will be provided with a preparation period each day that students are in attendance. If the ESR is .5 or less, the length of the period will be at least as long as the employee's ESR times a normal period. If the employee's ESR is greater than .5, then the employee will be provided with a normal period of preparation each day.

A regular part-time employee shall have the right to apply for any full-time position which may arise in the District for which he/she is qualified. However, the Board has no contractual obligation to place a part-time employee into a full time position, since that placement would constitute a promotion.

When the part-time employee has fulfilled the number of calendar years of service required, he/she may apply for a sabbatical leave as stipulated in this agreement. The employee's actual seniority shall continue to apply when determining the ranking in the percentage of employees approved for sabbatical leave in any one year.

Extra service compensation, coaching salaries, travel expenses and transportation compensation will not be pro-rated.

A part-time employee must work 90 or more days, pro-rated at the ESR, in any given school year to be advanced to the next higher step on the salary schedule in the next year. Paid leaves of absence count towards the 90 days.

In-service, clerical and Act 80 days will be the same length as the normal work day for the part-time employee.

ARTICLE XXIII OTHER PROVISIONS

A. Printing Agreement

This Agreement shall be printed at the joint expense of the Board and Association. The Agreement shall be provided to all current and future employees.

B. No Strike - No Lock Out Provision

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

C. Association - Board Notices

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following addresses:

If by the Association, to the Board at:

Bentworth School District
150 Bearcat Drive
Bentleyville, PA 15314

If by the Board, to the Association at:

Home address of the local president

APPROVALS

This Agreement is approved by the parties as follows:

For the Association:

Sherril J. Gilpin
President

For the Board:

Fant Bellecine
President

Mary Bladon
Secretary

Delora J. Belvad
Secretary

APPENDIX A
ACTIVITY POSITIONS

	06-07	07-08	08-09	09-10	10-11	11-12
Audio Visual Aids Director, HS	600	624	648	672	696	720
Audio Visual Aids Director, MS	600	624	648	672	696	720
Bandmaster, HS	2,510	2,611	2,711	2,812	2,912	3,012
Bandmaster, MS	600	624	648	672	696	720
Bus Duty, EC	1,786	1,857	1,928	2,000	2,071	2,143
Cafeteria Duty, HS	1,015	1,056	1,096	1,137	1,178	1,218
Cafeteria Duty, MS	600	624	648	672	696	720
Chorus, HS	600	624	648	672	696	720
Chorus, MS	600	624	648	672	696	720
Director of Musical Production, Co Sponsor	2,702	2,810	2,919	3,027	3,135	3,243
Director of Musical Production, Co Sponsor	2,702	2,810	2,919	3,027	3,135	3,243
Drill Team, Majorettes, Color Guard	906	942	978	1,015	1,051	1,087
FBLA	600	624	648	672	696	720
Intramurals, HS	697	725	753	781	809	837
Junior Class	1,117	1,162	1,207	1,251	1,296	1,341
Junior Class Assistant	769	800	831	862	892	923
Leo Club	600	624	648	672	696	720
Marching Band Assistant	906	942	978	1,015	1,051	1,087
National Honor Society	600	624	648	672	696	720
Senior Class	1,253	1,303	1,353	1,403	1,453	1,503
Senior Class Assistant	907	943	980	1,016	1,052	1,089
Student Council, HS	976	1,015	1,054	1,093	1,132	1,171
Student Council, MS	600	624	648	672	696	720
Varsity Club	838	871	905	938	972	1,005
Yearbook, HS	1,609	1,674	1,738	1,802	1,867	1,931
Yearbook, MS	600	624	648	672	696	720
Extra Service (per Article XX)	22	22.88	23.76	24.64	25.52	26.40
Game Employees (per Article XX)	12	12.48	12.96	13.44	13.92	14.40
Game Site Manager (per Article XX)	12.50	13.00	13.50	14.00	14.50	15.00

Duties assigned outside the workday associated with Elementary Band and Chorus shall be paid at the extra duty service rate for teachers.

APPENDIX B
COACHING POSITIONS

	06-07	07-08	08-09	09-10	10-11	11-12
ATHLETIC DIRECTOR	4,641	4,827	5,012	5,198	5,384	5,569
BASEBALL						
Head (Grades 9 - 12)	3,605	3,749	3,893	4,038	4,182	4,326
First Assistant (Grades 9 - 12)	2,488	2,588	2,687	2,787	2,886	2,986
Assistant (JV grades 9-12)	1,740	1,810	1,879	1,949	2,018	2,088
BASKETBALL, BOYS						
Head (Grades 10 - 12)	5,345	5,559	5,773	5,986	6,200	6,414
First Assistant (Grades 10 - 12)	3,370	3,505	3,640	3,774	3,909	4,044
Assistant (Grade 9)	2,932	3,049	3,167	3,284	3,401	3,518
Assistant (Grades 7 - 8)	2,680	2,787	2,894	3,002	3,109	3,216
BASKETBALL, GIRLS						
Head (Grades 9 - 12)	5,345	5,559	5,773	5,986	6,200	6,414
First Assistant (Grades 9 - 12)	3,370	3,505	3,640	3,774	3,909	4,044
Assistant (Grades 7 - 8)	2,680	2,787	2,894	3,002	3,109	3,216
CHEERLEADING						
Head (Grades 9 - 12)	2,807	2,919	3,032	3,144	3,256	3,368
Assistant (Grades 7 - 8)	1,205	1,253	1,301	1,350	1,398	1,446
FOOTBALL						
Head (Grades 9 - 12)	5,816	6,049	6,281	6,514	6,747	6,979
First Assistant (Grades 9 - 12)	3,727	3,876	4,025	4,174	4,323	4,472
Assistant (Grades 9 - 12)	3,211	3,339	3,468	3,596	3,725	3,853
Assistant (Grades 9 - 12)	3,211	3,339	3,468	3,596	3,725	3,853
Head (Grades 7 - 8)	2,936	3,053	3,171	3,288	3,406	3,523
Assistant (Grades 7 - 8)	2,707	2,815	2,924	3,032	3,140	3,248
GOLF						
Head (Grades 9 - 12)	2,444	2,542	2,640	2,737	2,835	2,933
SOCCER, BOYS						
Head (Grades 9 - 12)	3,679	3,826	3,973	4,120	4,268	4,415
First Assistant (Grades 9 - 12)	2,438	2,536	2,633	2,731	2,828	2,926
SOCCER, GIRLS						
Head (Grades 9 - 12)	3,679	3,826	3,973	4,120	4,268	4,415
First Assistant (Grades 9 - 12)	2,438	2,536	2,633	2,731	2,828	2,926
SOFTBALL						
Head (Grades 9 - 12)	3,605	3,749	3,893	4,038	4,182	4,326
First Assistant (Grades 9 - 12)	2,488	2,588	2,687	2,787	2,886	2,986
Assistant (JV Grades 9-12)	1,740	1,810	1,879	1,949	2,018	2,088
Assistant (MS Grades 7-8)	1,740	1,810	1,879	1,949	2,018	2,088
STRENGTH/CONDITIONING						
Hourly rate	10.00	10.40	10.80	11.20	11.60	12.00
TRACK AND FIELD						
Head (Grades 9 - 12)	3,605	3,749	3,893	4,038	4,182	4,326
First Assistant (Grades 9-12)	2,488	2,588	2,687	2,787	2,886	2,986
Assistant (JV Grades 9-12)	1,740	1,810	1,879	1,949	2,018	2,088
VOLLEYBALL						
Head (Grades 9 - 12)	3,216	3,345	3,473	3,602	3,731	3,859
First Assistant (Grades 9 - 12)	2,128	2,213	2,298	2,383	2,468	2,554
Assistant (Grades 7-8)	1,740	1,810	1,879	1,949	2,018	2,088
WRESTLING						
Head (Grades 10 - 12)	5,345	5,559	5,773	5,986	6,200	6,414
First Assistant (Grades 10 - 12)	3,370	3,505	3,640	3,774	3,909	4,044
Assistant (Grades 7-9)	2,680	2,787	2,894	3,002	3,109	3,216

Intramural program coaches shall be reimbursed at a percentage of the above salary commensurate with the proration of a length of season and duties and responsibilities as determined by the administration.

APPENDIX C
SALARY SCHEDULE

2006-07

STEP	BACHELORS	MASTERS
1	34,224	35,124
2	35,724	36,624
3	37,224	38,124
4	38,724	39,624
5	40,224	41,124
6	41,724	42,624
7	42,374	43,274
8	43,024	43,924
9	43,674	44,574
10	44,324	45,224
11	45,524	46,424
12	46,724	47,624
13	47,924	48,824
14	48,624	49,524
15	49,324	50,224
16	49,724	50,624
17	50,024	50,924
18	50,324	51,224
19	66,123	67,023

2007-08

STEP	BACHELORS	MASTERS
1	34,449	35,349
2	35,899	36,799
3	37,399	38,299
4	38,899	39,799
5	40,399	41,299
6	41,899	42,799
7	43,399	44,299
8	44,049	44,949
9	44,699	45,599
10	45,349	46,249
11	45,999	46,899
12	47,199	48,099
13	48,399	49,299
14	49,599	50,499
15	50,299	51,199
16	50,999	51,899
17	51,399	52,299
18	51,699	52,599
19	67,823	68,723

2008-09

STEP	BACHELORS	MASTERS
1	34,774	35,674
2	36,199	37,099
3	37,649	38,549
4	39,249	40,149
5	40,649	41,549
6	42,149	43,049
7	43,649	44,549
8	45,149	46,049
9	45,799	46,699
10	46,449	47,349
11	47,099	47,999
12	47,749	48,649
13	48,949	49,849
14	50,149	51,049
15	51,349	52,249
16	52,049	52,949
17	52,749	53,649
18	53,249	54,149
19	69,848	70,748

2009-10

STEP	BACHELORS	MASTERS
1	35,274	36,174
2	36,624	37,524
3	38,049	38,949
4	39,524	40,424
5	41,124	42,024
6	42,524	43,424
7	44,024	44,924
8	45,524	46,424
9	47,024	47,924
10	47,674	48,574
11	48,324	49,224
12	48,974	49,874
13	49,624	50,524
14	50,824	51,724
15	52,024	52,924
16	53,224	54,124
17	53,924	54,824
18	54,624	55,524
19	71,723	72,623

2010-11

STEP	BACHELORS	MASTERS
1	35,974	36,874
2	37,324	38,224
3	38,674	39,574
4	40,149	41,049
5	41,574	42,474
6	43,174	44,074
7	44,574	45,474
8	46,074	46,974
9	47,574	48,474
10	49,124	50,024
11	49,724	50,624
12	50,374	51,274
13	51,024	51,924
14	51,674	52,574
15	52,874	53,774
16	54,074	54,974
17	55,274	56,174
18	56,174	57,074
19	73,873	74,773

2011-12

STEP	BACHELORS	MASTERS
1	36,999	37,899
2	37,999	38,899
3	39,349	40,249
4	40,699	41,599
5	42,174	43,074
6	43,599	44,499
7	45,199	46,099
8	46,599	47,499
9	48,099	48,999
10	49,599	50,499
11	51,224	52,124
12	51,749	52,649
13	52,399	53,299
14	53,049	53,949
15	53,699	54,599
16	54,899	55,799
17	56,224	57,124
18	57,374	58,274
19	76,148	77,048

APPENDIX D
SABBATICAL AND OTHER LEAVES REQUEST FORM

Date: _____

Name: _____

Building: _____ Position: _____

It is requested that I be granted a Sabbatical or Other Leave of Absence as authorized by the provisions of the Public School Code.

The Leave is required for one of the following periods: (Please check proper line and enter dates)

a half school term, beginning _____ and ending _____
 a full school term, beginning _____ and ending _____
 two half school terms during a period of two years. The first leave begins _____
and ends _____. The second leave begins _____ and ends _____
_____.

The Leave is requested for one or more of the following reasons: (Please check proper blank or blanks)

Restoration of Health

Professional Development

Other Purposes

I certify that I have read and understand the District's policy on Leaves, and that I qualify for and will comply with said policy.

APPLICANT'S SIGNATURE _____

SUPERINTENDENT'S SIGNATURE _____

Your Leave was (disapproved/approved) by a _____ to _____ vote of the Bentworth Board of School Directors at a meeting held on _____.

APPENDIX E

REQUEST FOR TRANSFER

Please check one:

_____ I desire to be considered for transfer to the position of
which has been posted according to the contract, and any vacancy which may occur when
this position is filled.

_____ I do not desire to be considered for transfer to the position of
which has been posted according to the contract; however, I do desire to be considered for
any vacancy which may occur as a result of this position being filled.

Signature of Employee

Date

APPENDIX F

Summary of PPO Blue Benefits

A PPO, or Preferred Provider Organization, offers two levels of benefits. If you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels.

Intermediate Unit #1 Health Insurance Consortium

Plan I

Benefit	Network	Out-of-Network
Deductible Individual Family	None None	\$250 \$500
Payment Level/Coinsurance	100%	80% after deductible until out-of-pocket maximum is met, then 100%
Out-of-Pocket Maximums	Not Applicable	\$2,000 Individual \$4,000 Family
Lifetime Maximum	Unlimited	\$1,000,000
Physician Office Visits	100% after \$20 copayment	80% after deductible
Preventive Care <i>Adult</i>		
Routine physical exams	100% after \$20 copayment	Not Covered
Routine gynecological exams, including a PAP Test	100% after \$20 copayment	80% (deductible/lifetime maximum does not apply)
Mammograms, as required	100%	80% after deductible
<i>Pediatric</i>		
Routine physical exams	100% after \$20 copayment	Not Covered
Pediatric immunizations	100%	80% (deductible/lifetime maximum does not apply)
Emergency Room Services	100% after \$50 copayment (waived if admitted)	
Ambulance	100%	
Hospital Expenses		
Inpatient	100%	80% after deductible
Outpatient	100%	80% after deductible
Maternity	100%	80% after deductible
Infertility counseling, testing and treatment [Ⓞ]	100%	80% after deductible
Assisted Fertilization Procedures	Excludes all assisted fertilization procedures	
Medical/Surgical Expenses (Except Office Visits)	100%	80% after deductible
Spinal Manipulations	100% after \$20 copayment	80% after deductible 20 visits/calendar year
Diagnostic Services (Lab, X-Ray and other tests)	100%	80% after deductible
Physical Medicine	100% after \$20 copayment	80% after deductible 20 visits/calendar year
Speech Therapy	100% after \$20 copayment	80% after deductible 20 visits/calendar year
Occupational Therapy	100% after \$20 copayment	80% after deductible 20 visits/calendar year
Durable Medical Equipment, Orthotics and Prosthetics	100%	80% after deductible
Skilled Nursing Facility Care	100%	80% after deductible Limit: 100 days/ calendar year
Home Health Care	100%	80% after deductible
Private Duty Nursing	100%	
Hospice	100%	80% after deductible
Mental Health [Ⓞ]		
Inpatient	100% Limit: 30 days/calendar year	80% after deductible Limit: 10 days/calendar year

Benefit	Network	Out-of-Network
Outpatient	100% after \$20 copayment Limit: 45 visits/calendar year	80% after deductible Limit: 15 visits/calendar year
Substance Abuse (PA Mandated Benefit) <i>Inpatient</i> Detoxification	100%	80% after deductible
	Combined limit: 7 days/admission; 4 admissions/lifetime	
Rehabilitation	100%	80% after deductible
	Combined limit: 30 days/calendar year; 90 days/lifetime	
<i>Outpatient</i>	100% after \$20 copayment	80% after deductible
	Combined limit: 60 visits/calendar year; 120 visits/lifetime	
Precertification Requirements	Performed by Provider	Performed by Member ^③
Premier Prescription Drug Program (Defined by Premier Gold Pharmacy Network - Not Physician Network)	\$5 copayment generic \$15 copayment brand formulary ^④ \$30 copayment brand non-formulary Mandatory Generic ^⑤ 34 day supply	
Mail Order Prescription Drug Program	\$10 copayment generic \$30 copayment brand formulary ^④ \$60 copayment brand non-formulary Mandatory Generic ^⑤ 90-day supply	

Questions? Call 1-800-215-7865

Reference Code: P0020606

(Please have your Reference Code ready when you call)

NOTE: Program reimbursement is based on provider's reasonable charge

- ① Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- ② State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizo-affective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- ③ Member is required to contact Highmark Health Care Management Services prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related admission. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, the patient will be responsible for payment of any costs not covered.
- ④ The formulary is an extensive list of Food & Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above.
- ⑤ The member is responsible for the payment differential when a generic drug is available and the doctor or patient specifies a brand name drug. The member payment is the price difference between the brand drug and the generic drug in addition to the brand drug copayment or coinsurance amounts, which may apply.