

**PROFESSIONAL**

**AGREEMENT**

**Between**

**BETHLEHEM-CENTER TEACHERS' ASSOCIATION**

**And The**

**BETHLEHEM-CENTER BOARD OF EDUCATION**

**August 2006 - August 2011**

## TABLE OF CONTENTS

	<u>Page</u>
TABLE OF CONTENTS .....	i
PREAMBLE.....	7
WITNESSETH.....	7
ARTICLE I RECOGNITION.....	7
A.    UNIT .....	7
ARTICLE II NEGOTIATION OF A SUCCESSOR AGREEMENT.....	8
A.    DEADLINE DATE .....	8
B.    MODIFICATION .....	8
ARTICLE III GRIEVANCE PROCEDURE.....	8
A.    DEFINITIONS .....	8
1.    Grievance .....	8
2.    Aggrieved Person .....	9
3.    Party In Interest .....	9
B.    PURPOSE .....	9
C.    PROCEDURE.....	9
1.    Time Limits.....	9
2.    Year-end Grievances.....	10
3.    Level One - Principal or Immediate Superior .....	10
4.    Level Two - Superintendent.....	10
5.    Level Three - Arbitration.....	12
D.    RIGHTS OF TEACHERS TO REPRESENTATION.....	13
1.    Teacher and Association .....	13
2.    Reprisals .....	13
E.    MISCELLANEOUS.....	13
1.    Group Grievance .....	13
2.    Written Decisions.....	14
3.    Separate Grievance File.....	14
4.    Forms.....	14
5.    Meetings and Hearings.....	14
F.    POLICY REVIEW REQUEST PROCEDURE .....	15

ARTICLE IV RIGHTS OF PROFESSIONAL EMPLOYEES .....	15
A. STATUTORY SAVINGS CLAUSE .....	15
B. JUST CAUSE PROVISION .....	15
C. REQUIRED MEETING FOR HEARINGS .....	15
D. EVALUATION OF STUDENTS .....	16
E. ASSOCIATION IDENTIFICATION .....	16
ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES .....	16
A. INFORMATION .....	16
B. RELEASED TIME FOR MEETINGS .....	17
C. USE OF SCHOOL FACILITIES .....	17
D. USE OF SCHOOL EQUIPMENT .....	17
E. BULLETIN BOARDS .....	17
F. MAIL FACILITIES AND MAIL BOXES .....	18
G. EXCLUSIVE RIGHTS .....	18
H. RIGHT TO SPEAK AT MEETINGS .....	18
ARTICLE VI TEACHER WORK YEAR .....	18
A. SCHOOL WORK YEAR .....	18
B. SCHOOL CALENDAR .....	19
ARTICLE VII TEACHING HOURS AND TEACHING LOAD .....	19
A. TEACHERS' DAY .....	19
1. Length of Day .....	19
2. Extra Pay for Extra Service .....	20
B. TEACHING LOAD .....	20
1. Secondary Teachers .....	20
2. Elementary Teachers .....	20
3. Number of Preparations .....	21
C. LUNCH PERIODS .....	21
1. Grade Level and Other .....	21
2. Leave the Building .....	21
D. EXCEPTIONS .....	21

ARTICLE VIII TEACHING CONDITIONS .....	22
A. STANDARDS .....	22
B. REFERENCE LIBRARY .....	22
C. OTHER PROVISIONS .....	22
1. Desk .....	22
2. Closet Space .....	22
3. Chalkboard Space .....	22
4. Texts .....	23
5. Storage Space .....	23
6. Daily Teacher Supplies .....	23
D. FACILITIES FOR TEACHER (miscellaneous) .....	23
E. SAFE WORKING CONDITIONS .....	23
F. DRESS CODE .....	23
ARTICLE IX ADDITIONAL STAFF .....	24
A. SPECIALIST .....	24
B. LONG TERM SUBSTITUTES (LTS) .....	24
ARTICLE X NON-TEACHER DUTIES .....	24
A. PUPIL TRANSPORTATION AND REIMBURSEMENT FOR TRAVEL EXPENSE .....	24
B. ATTENDANCE AND PERMANENT RECORDS .....	25
ARTICLE XI PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS .....	25
A. CERTIFICATION .....	25
B. EXCEPTIONS .....	26
C. SUBSTITUTE TEACHERS .....	26
D. NOTIFICATION OF TEACHING SCHEDULE .....	26
ARTICLE XII PROFESSIONAL COMPENSATION .....	26
A. SALARY SCHEDULE .....	26
SCHOOL DISTRICT BACHELORS SALARY SCALE .....	28
MASTERS SALARY SCALE .....	29

B.	METHOD OF PAYMENT .....	30
C.	PAYMENT FOR GRADUATE CREDITS EARNED SINCE JULY 1, 1971 .....	30
1.	Bachelor's Degree .....	30
2.	Master's Degree or Equivalent .....	31
D.	TERMINAL LEAVE PAYMENT .....	31
E.	TEACHER COMPENSATION - OTHER PROGRAMS .....	32
F.	GUIDANCE PERSONNEL .....	32
ARTICLE XIII VACANCIES - TRANSFERS .....		32
A.	POSTING OF VACANCIES .....	32
B.	REQUESTS FOR TRANSFER .....	33
C.	INVOLUNTARY TRANSFER .....	33
ARTICLE XIV EMPLOYEE EVALUATION .....		34
A.	EVALUATION .....	34
B.	PERSONNEL FILE .....	35
1.	Contents Available .....	35
2.	Derogatory Material .....	35
3.	No Separate File .....	36
ARTICLE XV ILLNESS OR DISABILITY .....		36
A.	ACCUMULATIVE SICK LEAVE DAYS .....	36
B.	LEAVE OF ABSENCE .....	36
C.	DAYS NOT CHARGED .....	37
D.	SICK LEAVE USE FOR FAMILY ILLNESS .....	37
E.	NOTIFICATION OF ACCUMULATION OF SICK LEAVE .....	37
ARTICLE XVI TEMPORARY LEAVES OF ABSENCE .....		37
A.	TYPES OF LEAVE .....	37
1.	Personal days .....	37
2.	School Visitations .....	38
3.	Conference of Affiliates .....	38
4.	Legal .....	38
5.	Death In Family .....	39
6.	Temporary Military .....	39
7.	Good Cause .....	39

B.	IN ADDITION TO SICK LEAVE .....	40
ARTICLE XVII UNPAID LEAVES OF ABSENCE .....		40
A.	INTERNATIONAL AND FEDERAL PROGRAMS .....	40
B.	PROFESSIONAL STUDY .....	40
C.	MILITARY .....	40
D.	ASSOCIATION .....	41
E.	MATERNITY .....	41
1.	Period of Leave .....	41
2.	Eligibility .....	42
3.	Benefits While On Leave .....	42
4.	Return From Leave .....	42
F.	RETURN FROM LEAVE .....	43
1.	Benefits .....	43
G.	EXTENSIONS AND RENEWALS .....	43
H.	FRINGE BENEFITS .....	43
ARTICLE XVIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT .....		44
A.	PURPOSE .....	44
B.	IMPLEMENTATION OF PROGRAM .....	44
ARTICLE XIX SABBATICAL LEAVE .....		45
A.	PROVISIONS .....	45
B.	RETURN FROM LEAVE .....	45
ARTICLE XX SUBSTITUTES .....		45
A.	PROCEDURE .....	45
B.	USE OF REGULAR TEACHERS .....	46
ARTICLE XXI INSURANCE PROTECTION .....		46
A.	HEALTH CARE INSURANCE .....	46
1.	Medical .....	46
2.	Dental .....	47
3.	Vision .....	47

B.	LIFE INSURANCE.....	48
C.	ACCIDENT.....	48
D.	DESCRIPTION TO EMPLOYEES.....	48
E.	DUAL COVERAGE PAID.....	48
F.	PAYMENTS IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE COVERAGE.....	49
ARTICLE XXII MAINTENANCE OF MEMBERSHIP AND FAIR SHARE.....		50
A.	PROVISION.....	50
B.	FAIR SHARE.....	51
ARTICLE XXIII MEMBERSHIP DUES DEDUCTIONS.....		51
A.	DEDUCTIONS FROM SALARY.....	51
B.	LIST SUPPLIED TO BOARD.....	52
C.	NEW AUTHORIZATION CARD.....	52
D.	CAL-ED CREDIT DEDUCTION.....	52
ARTICLE XXIV MISCELLANEOUS PROVISIONS.....		53
A.	SAVINGS CLAUSE.....	53
B.	MAINTENANCE OF STANDARDS.....	53
C.	SEPARABILITY.....	54
D.	COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT.....	54
E.	PRINTING AGREEMENT.....	54
F.	REDUCTION IN PROFESSIONAL STAFF.....	55
G.	SENIORITY.....	55
H.	NOTICE.....	57
ARTICLE XXV NO STRIKE-NO LOCK OUT PROVISION.....		57
ARTICLE XXVI RETIREMENT INCENTIVE.....		58
ARTICLE XXVII DURATION OF AGREEMENT.....		60
A.	EFFECTIVE DATE.....	60

**PREAMBLE**

This Agreement is entered into this 21<sup>st</sup> day of May - 2007 by and between the Board of Education of the Bethlehem-Center School District of Washington County, Pennsylvania, hereinafter called the "Board" and the Bethlehem-Center Teachers' Association, hereinafter called the "Association."

**WITNESSETH:**

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I  
RECOGNITION**

**A. UNIT**

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is attached heretofore and made a part hereof, as surely as though the same were set forth herein in length.

ARTICLE II  
NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2011. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

B. MODIFICATION

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.

ARTICLE III  
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is hereby defined as:

- (a) A complaint by a teacher or teachers regarding the meaning, interpretation or application of any provision of this Agreement, or
- (b) Any alleged, arbitrary, or capricious change or amendment of any Board policy, concerning which the Board has a duty to bargain under Act 195, and if the Board has no duty to bargain on any such change or amendment, then this clause shall be inapplicable to such change or amendment.

8

- (c) In the event that there is any claim that there has been an erroneous interpretation or compliance or application of any Board policy, any individual professional employee on the performance of his duties, said claim shall be processed in accordance with the policy review request procedure adopted by the Board.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the claim.

3. Party In Interest

A "party in interest" is the person or persons making the claim 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, equitable solutions to the problems which may from time to time arise affecting teachers. The grievance when filed must contain all pertinent facts. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may,

9

however, be extended by mutual agreement. In order for any grievance to be considered, it must proceed to the appropriate level within thirty (30) school days of the occurrence of the alleged grievance, or within thirty (30) school days of the time the grievant should have reasonably known of the grievance.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

A teacher with a grievance shall first reduce it to written form, then discuss it with his principal or immediate superior, either directly or through the Association's designated representative. This report shall be signed and dated by both parties and a copy forwarded to the Association and to the Superintendent.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented,

10

whichever is sooner. Within five (5) school days after receiving the grievance, the Association shall refer it to the Superintendent of Schools. Any grievance not submitted within this time limit shall be considered null and void.

5. Level Three - Board of Education

In the event the decision of the Superintendent is not acceptable to the Association, or no decision has been rendered by the Superintendent after ten (10) school days after the grievance was delivered to the Superintendent, the Association may refer the matter to the Board of Education. If no such request is made, the grievance shall be considered resolved by the decision of the Superintendent, or if none, the grievance shall be considered null and void. At the next scheduled meeting of the Board of Education occurring no sooner than five (5) school days nor more than thirty (30) calendared days, the parties and their representative(s) have the option to attend for the purpose of discussing the matter and resolving it in a mutually satisfactory manner. The Board of Education must present their written decision within ten (10) school days following their meeting.

In the event the decision of the Board of Education is not acceptable, or no decision has been rendered, the Association may submit the grievance to arbitration by stating such request in writing to the Superintendent within ten (10) school days after the decision of the Board of Education was due to be delivered to the Association. If no such request is made, the grievance shall be considered resolved by the Board of Education's decision, or if none, the grievance shall be considered null and void.

11

6. Level Four – Arbitration

- (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association 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 such a commitment within the specified period, 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.
- (b) The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly and shall issue his 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 the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement.

The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- (c) The costs and services of the arbitrator, including per diem expenses, 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 Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Teacher and Association

Any aggrieved person shall be present at all stages of the grievance procedure. At his option, a representative selected or approved by the Association may also be present. When a teacher 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 by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

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 Level Two. The Association may process such a grievance through

all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. **Written Decisions**

All decisions rendered at all Levels of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 6 (b) of this Article.

3. **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.

4. **Forms**

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. **Meetings and Hearings**

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

F. **POLICY REVIEW PROCEDURE**

The parties agree to comply with the Pennsylvania School Code of 1949, Act 195 when reviewing Policy.

**ARTICLE IV**

**RIGHTS OF PROFESSIONAL EMPLOYEES**

A. **STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any professional employee rights as he 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, provided that no such rights shall be subject to the grievance procedure. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. **JUST CAUSE PROVISION**

No professional employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage 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 professional employee and the Association.

C. **REQUIRED MEETING FOR HEARINGS**

Whenever any professional employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, or his/her salary, he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or legal

counsel present to advise him/her and represent him/her during such meeting or interview. Whenever an employee is suspended, his/her salary shall be placed in an interest bearing account. If the employee is sustained, said salary and interest shall be paid no later than ten (10) days following the final decision.

D. EVALUATION OF STUDENTS

No grade or evaluation of a student shall be changed without prior notification of the reasons for change, and only after consultation with the respective teacher.

E. ASSOCIATION IDENTIFICATION

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the District, including but not limited to: class size, number of specialists, annual financial reports and audits, register of certified personnel, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group teacher health insurance premiums and experience figures, names and addresses of all teachers, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which

may be necessary for the Association to process any grievance or complaint.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.

C. USE OF SCHOOL FACILITIES

The Association and its representatives will have the privilege of using school facilities at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings, and his/her approval shall be required.

D. USE OF SCHOOL EQUIPMENT

The Association will have the privilege of using school facilities and equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of such materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

E. BULLETIN BOARDS

The Association will have in each school building the use of a bulletin board in each faculty lounge and the teachers' dining room. The Association will also be assigned space on the bulletin board in the central office for Association notices. The location of the Association bulletin boards in such rooms will be recommended by the Association. Copies of all materials to be posted on such

bulletin boards, shall be given to the building principal, but no approval shall be required.

F. MAIL FACILITIES AND MAIL BOXES

The Association will have the right to use the interschool mail facilities and school mail boxes as it deems necessary and with the approval of building principals or other members of the administration.

G. EXCLUSIVE RIGHTS

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 and to no other organizations.

H. RIGHT TO SPEAK AT MEETINGS

An Association representative may speak to the employees during any faculty or other professional meeting for at least ten (10) minutes at the request of the representative. The notice of an agenda of any such meeting shall be given to the employees involved at least one (1) day prior to said meeting. The Association shall have the opportunity to suggest items for the succeeding agenda.

ARTICLE VI  
TEACHER WORK YEAR

A. SCHOOL WORK YEAR

The school work year for employees shall be within the confines of the school calendar, and shall not exceed 180 days and two and a half (2-1/2) in-service days and one half (1/2) clerical day for a total

of one hundred eighty-three (183) work days. The in-service time will be utilized under the following conditions:

1. The Board will provide at least two days notice prior to any in-service day.
2. There shall be no in-service scheduled for Saturday, Sunday, and/or holidays as set forth in the school calendar.
3. The minimum number of teachers scheduled for an in-service day shall not be less than the faculty of a building.

B. SCHOOL CALENDAR

Prior to adoption of the school calendar, the Board or its Agents shall jointly confer with Association representatives for the purpose of structuring the school calendar and a final recommendation made to the board prior to the June Board meeting.

In the event the above calendar shall be in conflict with the Mon Valley Area Vocational-Technical School, the Board or its Agents shall promptly notify the Association and meet with its representatives to discuss pending changes in the calendar.

ARTICLE VII  
TEACHING HOURS AND TEACHING LOAD

A. TEACHERS' DAY

1. Length of Day

The length of the day for each teacher shall be seven (7) hours and fifteen (15) minutes scheduled consecutively between 7:10 AM and 4:00 PM. Each teacher's duty shall end at the

completion of the seven (7) hours and fifteen (15) minutes of duty.

In case of any emergency in any particular building which requires the early dismissal of students, the teachers shall be permitted to leave after all students have been dismissed and buses have left school property.

2. Extra Pay for Extra Service

If any employee agrees to report for duty earlier or stay later than the times above listed, he shall receive additional compensation at one and one-half (1 ½) times his hourly rate for each hour or major fraction thereof in excess of such times.

B. TEACHING LOAD

1. Secondary Teachers

The daily teaching load of secondary teachers during an eight (8) period day shall not exceed seven (7) teaching periods. In addition, each staff member shall have one (1) preparation period and one (1) thirty minute duty-free lunch period.

2. Elementary Teachers

The daily teaching load of elementary teachers shall not exceed six (6) hours of pupil contact per day of which only five (5) hours and fifteen (15) minutes shall be used for teaching time. Each elementary teacher shall be provided with at least five (5) forty-five (45) minutes preparation periods per week, said preparation to be varied throughout the day and among the members of the elementary staff. No teacher shall have more than two (2) preparation periods more than one (1) day per week. Each elementary teacher

shall also be provided with one (1) thirty (30) minute duty-free lunch period per day.

3. Number of Preparations

Secondary teachers in the content areas of Science, Math, Social Studies, and English shall not be required to teach more than four (4) subject area preparations. Secondary teachers in other content areas shall not be required to teach more than five (5) subject area preparations.

C. LUNCH PERIODS

1. Grade Level and Other

Teachers shall have a daily duty-free lunch period of at least the following length:

(a) Elementary	30 minutes
(b) Middle School	30 minutes
(c) Senior High School	30 minutes
(d) Other	30 minutes

2. Leave the Building

Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods; however, each employee leaving the building shall notify the office.

D. EXCEPTIONS

Exceptions to the provisions of Sections A, B, and C of this Article may be made only in cases of emergency. When made, however, the employees who are required to work beyond their regularly assigned duties shall be compensated at their regular rate of pay.

ARTICLE VIII  
TEACHING CONDITIONS

A. STANDARDS

The Board agrees to continue its efforts to keep class size at an acceptable number as dictated by the building facilities available and in the best interest of the students. The Board recognizes the class size recommendations of the State Department of Education as related to reimbursement.

B. REFERENCE LIBRARY

The Board and the Association mutually recognize the importance of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the District and include therein all texts which are reasonably requested by the teachers of the school.

C. OTHER PROVISIONS

The Board shall provide:

1. Desk

A separate desk with a lockable drawer space for each teacher in the District.

2. Closet Space

Suitable space for each teacher to store coats, overshoes, and other personal articles.

3. Chalkboard Space

Adequate chalkboard space in every classroom.

22

4. Texts

Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach.

5. Storage Space

Adequate storage space in each classroom for instructional materials.

6. Daily Teacher Supplies

Adequate attendance books, papers, pencils, pens, chalk, erasers, and other such material required in daily teaching responsibility.

D. FACILITIES FOR TEACHER (miscellaneous)

The Board shall make available in each school adequate lunchroom, restroom, lavatory, and telephone facilities for teacher use and at least one (1) room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.

E. SAFE WORKING CONDITIONS

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

F. DRESS CODE

All professional employees shall dress in a professional manner that conforms with their positions as leaders and role models of the student population.

23

ARTICLE IX  
ADDITIONAL STAFF

A. SPECIALIST

The number of specialist positions existing during the 1980-81 school year shall not be reduced for the duration of this contract. Specialist positions will be limited to the areas of art, physical education, music, and library.

B. LONG TERM SUBSTITUTES (LTS)

All LTS will be defined as those employees hired who work or are expected to work for ninety (90) consecutive work days, but who are not on a daily call-in schedule.

All LTS shall terminate their employment at the end of their assignment unless rehired or retained.

Should a LTS continue without a break in service from a LTS assignment to a regular assignment, he/she shall be placed with LTS credit on the salary schedule but not the seniority list.

A LTS will be paid on step 1 on the salary scale. Additionally, LTS will receive sick leave, personal days, hospitalization, and life insurance on a pro rata basis. No other benefits shall apply.

ARTICLE X  
JOB RELATED DUTIES AND EXPENSES

A. DRIVING AND MILEAGE REIMBURSEMENT

Professional employees, who are authorized to operate their personal vehicle on District business, shall be paid mileage

reimbursement at the then current IRS rate upon submission of proper form and approval by the Board of Education. In order to be authorized, a Professional employee must be approved in advance by the Principal or Superintendent.

B. ATTENDANCE AND PERMANENT RECORDS

The Board and Association acknowledge that a teacher's primary responsibility is to teach and his/her energies should, to the greatest extent possible, be utilized to this end. Therefore, they agree to the following:

1. To hire out to a firm of the Board's choice the computer preparation of attendance and permanent records for the duration of the contract.
2. The Association may present to the Board, in writing, specific written information concerning proposals from the other firms which could provide these services. Such information must be presented in sufficient time for planning, budgeting, and possible implementation of each school year.

ARTICLE XI  
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. CERTIFICATION

The Board will hire properly certified personnel to fill professional positions as stated in the Department of Education Rules and Regulations.

B. EXCEPTIONS

The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity. The Association shall be so notified in each instance, and the Board shall indicate the extent to which they endeavored to fill the position with a fully certified person.

C. SUBSTITUTE TEACHERS

No substitute teacher who possesses less than the certification as stated in the State Board of Education Regulations shall be employed by the Board.

D. NOTIFICATION OF TEACHING SCHEDULE

All teachers shall be given written notice of their schedules for the forthcoming year no later than the first pay in August.

In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted.

The Basic salaries of employees covered by this agreement are as follows: Note: Scale applies to all Bethlehem-Center Teachers' Association members with valid certifications.

ARTICLE XII  
PROFESSIONAL COMPENSATION

A. SALARY SCHEDULE

New teachers, hired after August 1, 1997 will not be hired on the "Master's Scale." Only after they have received tenure, will they be advanced to the "Master's Scale."

Salary increases will be no less than \$1,500 for 2006-2007, \$1,550 for 2007-2008, \$1,600 for 2008-2009, \$1,625 for 2009-2010, and \$1,650 for 2010-2011 across the board and the District will "fund the bumps."

BETHLEHEM-CENTER SCHOOL DISTRICT  
 BACHELORS SALARY SCALE  
 2006-2011

\$28,000	\$29,000	\$30,000	\$31,000	\$32,000
\$28,500	\$29,550	\$30,600	\$31,625	\$32,650
\$29,900	\$30,050	\$31,150	\$32,225	\$33,275
\$41,850	\$43,100	\$44,400	\$45,725	\$47,075
\$42,150	\$43,400	\$44,700	\$46,025	\$47,375
\$42,450	\$43,700	\$45,000	\$46,325	\$47,675
\$42,750	\$44,000	\$45,300	\$46,625	\$47,975
\$43,050	\$44,300	\$45,600	\$46,925	\$48,275
\$43,350	\$44,600	\$45,900	\$47,225	\$48,575
\$43,650	\$44,900	\$46,200	\$47,525	\$48,875
\$43,950	\$45,200	\$46,500	\$47,825	\$49,175
\$44,250	\$45,500	\$46,800	\$48,125	\$49,475
\$44,550	\$45,800	\$47,100	\$48,425	\$49,775
\$44,850	\$46,100	\$47,400	\$48,725	\$50,075
\$45,150	\$46,400	\$47,700	\$49,025	\$50,375
\$45,450	\$46,700	\$48,000	\$49,325	\$50,675
\$61,250	\$62,800	\$64,400	\$66,025	\$67,675

BETHLEHEM-CENTER SCHOOL DISTRICT  
 MASTERS SALARY SCALE  
 2006-2011

\$28,700	\$29,700	\$30,700	\$31,700	\$32,700
\$29,200	\$30,250	\$31,300	\$32,325	\$33,350
\$30,600	\$30,750	\$31,850	\$32,925	\$33,975
\$42,550	\$43,800	\$45,100	\$46,425	\$47,775
\$42,850	\$44,100	\$45,400	\$46,725	\$48,075
\$43,150	\$44,400	\$45,700	\$47,025	\$48,375
\$43,450	\$44,700	\$46,000	\$47,325	\$48,675
\$43,750	\$45,000	\$46,300	\$47,625	\$48,975
\$44,050	\$45,300	\$46,600	\$47,925	\$49,275
\$44,350	\$45,600	\$46,900	\$48,225	\$49,575
\$44,650	\$45,900	\$47,200	\$48,525	\$49,875
\$44,950	\$46,200	\$47,500	\$48,825	\$50,175
\$45,250	\$46,500	\$47,800	\$49,125	\$50,475
\$45,550	\$46,800	\$48,100	\$49,425	\$50,775
\$45,850	\$47,100	\$48,400	\$49,725	\$51,075
\$46,150	\$47,400	\$48,700	\$50,025	\$51,375
\$61,950	\$63,500	\$65,100	\$66,725	\$68,375

B. METHOD OF PAYMENT

Each employee by the provisions of this Agreement shall receive his/her annual salary in twenty-six (26) equal payments, paid bi-weekly; and/or if the employee so desires, upon request, shall receive his/her salary for June, July and August in the first pay period after the last day of school. Request for June, July and August salary shall require 30 days written notice prior to the last day of school.

Should it be necessary to withhold any salary from any employee making such a request for any reason, said employee will receive the lump sum payment in the second pay following the last day of school.

C. PAYMENT FOR CREDITS EARNED SINCE JULY 1, 1971

The Board and Association both recognize that it is in the best interest of the students in the Bethlehem-Center School District to encourage the professional staff to improve their educational background. In order to encourage this graduate study, the Board adopts the following payment schedule, one for staff members with a Bachelor's degree, and one for staff members with a Master's degree or its equivalent.

1. Bachelor's Degree

- (a) Staff members with Level I Certificates will receive a \$300.00 bonus for each block of six (6) graduate credits until a Level II Certificate is earned.
- (b) Staff members with Level II Certificates will receive a \$200.00 increment to be added to the base salary for each block of six (6) graduate credits taken. This may

be done three (3) times or until a Master's degree or equivalent is received, whichever comes first.

2. Master's Degree or Equivalent

- (a) Upon completion of the Master's degree or equivalent, the staff members will be placed upon the proper step.
- (b) For every six (6) credits taken following the Master's or equivalent, an increment of \$300.00 will be given which becomes part of the base salary. This may be received five (5) times.

3. Credit Reimbursement

The District will establish a fund of \$10,000 per fiscal year that will be made available to professional employees for reimbursement of staff members for tuition costs for credits earned each year. The amount of reimbursement per eligible staff member will be determined by the Association and paid by the District after presentation of transcripts, verification of credits earned, and tuition receipt to the Superintendent.

D. TERMINAL LEAVE PAYMENT

A teacher will receive \$25.00 for each day of unused sick time at a maximum number of 200 days. The maximum payment is \$5,000.

In the case of death, the teacher's beneficiary will receive payment of twenty-five dollars (\$25.00) per day of unused sick time not to exceed \$5,000.

E. TEACHER COMPENSATION - OTHER PROGRAMS

An employee participating in any programs approved by the Board beyond the school day or beyond the school year shall be paid at the hourly rate of twenty dollars (\$20) in 2006-2007, twenty dollars (\$20) in 2007-2008, twenty dollars (\$20) in 2008-2009, twenty-two dollars (\$22) in 2009-2010, and twenty-two dollars (\$22) in 2010-2011.

F. GUIDANCE PERSONNEL

All guidance personnel shall be employed at least one (1) additional day beyond the school year set forth in Article VI, sub-section (a) and shall be paid an hourly rate which is computed by dividing the amount of hours comprising the school work year into his/her annual salary.

ARTICLE XIII  
VACANCIES - TRANSFERS

A. POSTING OF VACANCIES

When a vacancy or new position occurs within the professional staff, the Board or its agents will post notices in every building and on the District's website. No vacancy or new position will be filled unless said vacancy or position has been advertised for one (1) week during the school calendar year or three (3) weeks between school calendar years, accompanied by a job description specifying qualifications and salary. Applicants will be evaluated on their qualifications, service within the District, experience and competency.

When a vacancy or new position occurs within the professional staff between school calendar years, the employees will be notified of

said vacancy or new position by mail and on the District's website. The posting of notices in the building and on the District's website shall be the controlling factor in terms of filing any grievances under this contract.

B. REQUESTS FOR TRANSFER

Requests for transfers shall be submitted in writing to the Superintendent, with a copy to the Association Secretary, within thirty (30) days after the position has been posted. The application shall set forth the reasons for transfer, the school, the grade, the position sought and the applicant's academic qualifications. The granting of such request shall be made known to the employee on or before August 1.

C. INVOLUNTARY TRANSFER

No teacher shall be involuntarily transferred without just cause.

A transfer shall be defined as a change in building or grade for grades K-5.

A transfer shall be defined as a change in building or subject or grade for grades 6-8.

A transfer shall be defined as a change in teaching assignment out of the previous year's certification for grades 9-12.

Volunteers shall be sought by written notice to all properly certificated members of the bargaining unit as approved on the Bethlehem-Center School District seniority list prior to any involuntary transfer and so assigned except if there is just cause not to do so.

No employee shall be involuntarily transferred after August 1 for the succeeding work year unless there is just cause to do so at said time.

All involuntary transfers shall be accomplished by transferring the least senior certificated employee except if there is just cause not to do so.

#### ARTICLE XIV EMPLOYEE EVALUATION

##### A. EVALUATION

1. All evaluations shall be in accordance with the School Code of 1949, as amended.
2. All evaluations shall be performed during normal classroom instruction periods.
3. The professional employee must be notified either prior to or immediately after an evaluation has taken place.
4. No evaluation shall be less than 30 minutes in duration.
5. The employee shall receive a copy of the official rating form within three (3) school days of the evaluation.
6. This evaluation shall set forth the following:
  - (a) What area needs improvement;
  - (b) Why improvement is needed;
  - (c) What must be done to improve.

34

7. A conference to discuss the evaluation shall be scheduled at the request of either of the parties and shall take place within five (5) school days after the evaluation is received by the employee. If the employee so desires, he/she may have an Association representative present. At the conclusion of the conference the employee may respond to the evaluation within three (3) school days and such response shall be attached to the evaluation.
8. Should the evaluation set forth items in number 6 above, and a conference be held, upon the request of the employee, said employee shall be re-evaluated prior to the end of the school year.
9. All evaluations shall be conducted openly.
10. No employee shall be required to sign a blank or incomplete evaluation form.

##### B. PERSONNEL FILE

###### 1. Contents Available

An employee shall have the right, upon request, to review the contents of his/her personnel file. An employee shall be entitled to have a representative of the Association accompany him/her during such review. The file is not to leave the administrative office and the Administration may be present during the viewing.

###### 2. Derogatory Material

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the

35

material. Any derogatory material that is written about the professional employee shall be signed and dated and a copy given to the professional employee and anything under derogatory material shall be subject to the grievance procedure.

3. **No 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 for the employee's inspection.

**ARTICLE XV  
ILLNESS OR DISABILITY**

A. **ACCUMULATIVE SICK LEAVE DAYS**

On opening day of the school year, each teacher shall be credited with a ten (10) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation.

1. The Board retains the option of requiring a doctor's certification that an absent bargaining unit member was unable to work for personal illness or disability when the employee is absent for three (3) or more consecutive sick leave days.

B. **LEAVE OF ABSENCE**

A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the balance of the school year in which the sick leave has expired plus one additional year.

The Board of School Directors may, at its discretion, extend this unpaid leave of absence.

C. **DAYS NOT CHARGED**

Absence due to injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the net difference between his/her salary and benefits received under the Pennsylvania Workers' Compensation Act for the duration of such absence.

D. **SICK LEAVE USE FOR FAMILY ILLNESS**

Employees will be permitted to use up to five (5) sick days per school year to care for ill members of their immediate family. (The immediate family is defined in Article XVI, Temporary Leaves of Absence, A. Types of Leave, Section 5, Death in Family.)

E. **NOTIFICATION OF ACCUMULATION OF SICK LEAVE**

Teachers shall be given a written accounting of accumulated sick leave days no later than September 1 of each school year.

**ARTICLE XVI  
TEMPORARY LEAVES OF ABSENCE**

A. **TYPES OF LEAVE**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

1. **Personal days**

Four (4) personal days shall be made available to all staff members. These days shall be for personal, legal, religious,

business, household or family matters which require absence during school hours. No reason need be given for the personal days, but the Building Administrator must be notified of the teacher's request at least two (2) days prior to the intended day of absence; any unusual circumstances may be brought to the attention of the Building Administrator. Unused personal days can be converted to sick days by a staff member at the end of each school year or immediately upon exhaustion of paid sick leave. Personal days may be taken before or after a holiday. This is limited to 10% of the staff for each holiday, as determined by seniority in the District. No personal days may be taken consecutively during the month of May. One of the four (4) personal days may be used as an Emergency Day with no prior notice given.

2. School Visitations

Any days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be at the discretion of the elementary or secondary principal involved.

3. Conference of Affiliates

Up to eight (8) days for two (2) representatives, of the Association to attend conferences or conventions of state and national affiliate organizations. The Association shall pay for the substitute cost that is incurred by the District for any days in excess of six (6).

4. Legal

Time necessary for appearance in any legal proceeding connected with the teacher's employment, with the school system or jury duty. The teacher shall be compensated the

difference between his/her salary and the amount received from attending these proceedings.

5. Death In Family

Whenever a professional employee shall be absent from duty because of death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. One (1) day shall be the day of the funeral. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandparent, grandchild, or near relative who resides in the same household or any person with whom the employee has made his home.

Whenever a professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral.

A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

6. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the United States Reserves or the State National Guard. A teacher shall be paid his/her regular pay in addition to any pay which he/she receives from the state or federal government.

7. Good Cause

Other leaves of absence with pay may be granted by the Board for good reason.

B. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

A. INTERNATIONAL AND FEDERAL PROGRAMS

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of participating in teacher exchange 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 a cultural travel or work program related to his/her professional responsibilities; provided said teacher states his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed on the salary schedule as he/she would have been had he/she taught in the District during such period.

B. PROFESSIONAL STUDY

A leave of absence of up to one (1) year shall be granted to any teacher, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities. Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

C. MILITARY

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the

Armed Forces of the United States. Upon return from such leave, a teacher shall be placed in the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

D. ASSOCIATION

A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teacher shall be placed at the same teaching position which he/she held upon leaving.

E. MATERNITY/CHILDREARING

Maternity/childrearing leave is hereby established in accordance with the guidelines set forth by the Pennsylvania Human Relations Commission and other applicable laws.

All employees who become pregnant or otherwise qualify hereunder are hereby granted maternity/childrearing leave under the following conditions:

1. Period of Leave

The beginning date for maternity/childrearing leave shall be determined jointly by the employee's physician and the employee. An employee may utilize all or part of accumulated sick leave because of illness or disability relating to the pregnancy, in addition to an unpaid leave of absence upon notification in writing to the Board of such intent. The sick leave utilized by the employee during the maternity/childrearing leave shall be deducted from the employee's accumulated sick leave. The length of time for the maternity/childrearing leave shall not exceed the use of

designated sick leave plus one year of unpaid leave. The Board may grant an additional period of time for reasonable cause.

The employee shall provide reasonable notice to the Superintendent of the beginning and ending of such leave so that there is a minimum of detriment to the educational system.

2. Eligibility

Any employee of the school District shall be eligible for this leave on the basis of either pregnancy of the natural mother and father 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 said employee nor shall pension rights accrue. The employee shall be entitled to continue fringe benefits under the FMLA and then continue said benefits at her/his own expense by remitting the cost to the District for the remaining period of time while on leave.

4. Return From Leave

Upon return from maternity/childrearing leave, the District shall offer the employee the same position he/she held before going on leave. If that position no longer exists, the employee shall be given a substantially equivalent position for which he/she is properly certified.

Upon returning from such leave, the teacher shall be placed on the next position on the salary schedule currently in effect,

in advance of the last position, unless returning during the same school year.

The Board may require a physician's statement certifying the pregnancy. The Board may also request a physician's statement certifying the employee's readiness to resume employment.

F. FAMILY MEDICAL LEAVE

The District will comply with the requirements of the Family and Medical Leave Act of 1993 ("FMLA") and the FMLA corresponding regulations, as per current practice.

G. RETURN FROM LEAVE

1. Benefits

All benefits to which a teacher is entitled at the time his/her leave of absence commenced, including seniority, unused accumulated sick leave, and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return as fully as if he/she had never taken said leave, and he/she shall be assigned to the same position which he/she held at the time said leave commenced.

H. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for and granted in writing at the discretion of the Board.

I. FRINGE BENEFITS

Employees shall be eligible for retirement benefits during professional study and/or military leave. If retirement benefits are

requested, each party shall be responsible for his/her share of retirement. With maternity/childrearing leave, the employee shall be eligible to continue the current Health Care Insurance as provided in Article XXI A of the Agreement at no cost to the District.

**ARTICLE XVIII  
PROFESSIONAL DEVELOPMENT AND  
EDUCATIONAL IMPROVEMENT**

**A. PURPOSE**

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, education philosophy and goals, social change and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and Association support the principle of continuing training of teachers and the improvement of instruction.

**B. IMPLEMENTATION OF PROGRAM**

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the Administration to take.

**ARTICLE XIX  
SABBATICAL LEAVE**

**A. PROVISIONS**

A teacher who has completed at least ten (10) years of service in the public school Districts of the Commonwealth shall be granted a sabbatical leave for one (1) year if there has been (5) years service within the Bethlehem-Center School District. During the sabbatical leave the teacher shall receive one-half (1/2) his/her annual salary. Not more than ten percent (10%) of the eligible staff shall be granted a sabbatical leave during any one (1) year. If more than this amount apply at any one time, preference shall be given on the basis of service to the Bethlehem-Center School District. Thereafter a teacher shall be eligible for sabbatical leave of absence every seven (7) years.

**B. RETURN FROM LEAVE**

Upon return from leave, a teacher shall be placed on the salary scale at the level which he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.

The employee will also be returned to the position he/she held when the leave was granted if the employee so desires.

**ARTICLE XX  
SUBSTITUTES**

**A. PROCEDURE**

The Board agrees to continue to maintain an adequate list of substitute teachers for use within the School District. Once a

teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute.

B. USE OF REGULAR TEACHERS

In those cases when substitutes are not available, extra duty shall be assigned equally to all teachers on a rotating basis. No teacher shall be assigned more than one additional period per day. These assignments will be worked out by a representative of the Association and the building principal involved.

ARTICLE XXI  
INSURANCE PROTECTION

A. HEALTH CARE INSURANCE

Beginning on May 1, 2007, the Board shall provide the health care insurance designated below. Unless otherwise provided, the Board shall pay one hundred percent (100%) of the premium of the plan selected by the employee.

Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association, and shall include the following:

Office Visit Co-pays:	\$10
Prescription Co-pays:	\$5 for generic drugs \$20 for name brand drugs

1. Medical

All provisions and services embodied in the Highmark Intermediate Unit #1 Health Care Consortium Preferred Provider Organization (PPO) Plan.

Employees may option for the Blue Cross-Blue Shield Plan (indemnity) recommended for Intermediate Unit #1 Health Care Consortium Schools which shall include Prescription Drugs, Catastrophic Major Medical Expense insurance coverage of one million (\$1,000,000) dollars accompanied by a two hundred fifty (\$250) dollar deductible at any time during the life of this agreement. The employee shall reimburse the District monthly for the additional monthly premium cost of the indemnity plan over the Highmark PPO Plan, if any. Such monthly payment, if any, shall be submitted to the District one month in advance.

Any employee who has opted for the indemnity plan may re-enroll into the Highmark PPO Plan during the open enrollment period, which will be April of each school year. However, an employee may re-enroll into the Highmark PPO Plan at any time during the life of this agreement if there is a qualifying event such as divorce, loss of spouse, or loss of income, or a change in the status of the employee or his/her spouse.

2. Dental

For the life of the Agreement the board shall provide and pay any premium due or the premium, whichever is less, for coverage as currently provided by the Intermediate Unit #1 Health Care Consortium

3. Vision

For the life of the contract, the Board shall provide vision care services currently embodied by the Intermediate Unit #1 Davis Vision Family Plan or another plan equal or better.

B. LIFE INSURANCE

For the duration of this contract, life insurance coverage shall be \$25,000 with the employee having the right to purchase additional insurance of an unlimited amount at his or her own expense.

C. ACCIDENT

The Board shall provide the AFLAC Personal Accident Expense Plan Form A-33076R1-PA (Appendix A) or equal coverage for each employee. Employees shall have the option of purchasing additional family coverage.

D. DESCRIPTION TO EMPLOYEES

The Board shall provide to each employee a description of the insurance coverage provided under this Article which shall include the clear description of conditions and limits of coverage.

E. DUAL COVERAGE PAID

It is the intention of the Board of School Directors to provide health care insurance to those staff members who will benefit from this coverage. Both the Board of School Directors and the Association recognize that this is a very costly benefit and that no value is derived from an individual carrying alternative coverage which is equal to or better than the current Intermediate Unit #1 Health Care Insurance Coverage provided by the Board. Therefore, the parties to this contract agree that if both spouses are employed by the District, no dual coverage shall be provided by the District for health care insurance.

Reinstatement of coverage shall be instant upon the employee signing necessary forms in the business office providing there is a qualifying event for that reinstatement of an employee. If for any

reason coverage is not instant, all claims shall be paid by the school district.

F. PAYMENTS IN LIEU OF HOSPITALIZATION AND MEDICAL INSURANCE COVERAGE

Effective July 1 of each year, an employee whose spouse is employed outside of the District and is able to provide health insurance for the spouse employed by the District, may elect to withdraw from the hospitalization and medical insurance program(s) provided by this Agreement and in lieu thereof, receive 40% of the full monthly premium cost of the Highmark PPO Plan for which the employee is eligible for each month that the employee does not participate in one of the hospitalization and medical insurance programs provided by the contract. However, District employees who are spouses and currently receiving this payment will continue to receive it. This money will be placed monthly in a tax sheltered annuity chosen by the employee and available through the School District. Money will be placed in the annuity on the first payday of each month.

The employee may exercise this option effective July 1 of each year by written notification to the District by the preceding April 30th. (New employees may exercise this option effective upon hire and, for each year thereafter, effective July 1 with written notification to the District by the preceding April 30.) If no written notification is received, the employee will be enrolled or re-enrolled in the hospitalization and medical insurance programs of his/her choice effective July 1 of each year as provided by the Collective Bargaining Agreement.

The employee may revoke an election to receive the cash benefit in lieu of a hospitalization and medical insurance plan immediately at any time during the year in the event that there is a qualifying event such as divorce, loss of spouse, or loss of income, or a change in the status of the employee or his/her spouse. In such case, the employee will be immediately enrolled or reenrolled in the hospitalization and medical insurance program of his/her choice as provided by the Collective Bargaining Agreement. In such case, the employee would still receive a pro-rata portion of the cash benefit for the period of time before he/she was enrolled or re-enrolled into the hospitalization and medical insurance program.

The parties expressly agree that to the extent, if any, that this Section F of Article XXI is deemed invalid or out of compliance with applicable laws and/or regulations making the hospitalization and medical insurance coverage for those who opt coverage federal tax-exempt, this Section F of Article XXI shall likewise be deemed invalid. The remaining terms and conditions of Article XXI and of this Agreement shall, however, remain in full force and effect, as if Section F of Article XXI had never been included herein.

#### ARTICLE XXII

#### MAINTENANCE OF MEMBERSHIP AND FAIR SHARE

##### A. PROVISION

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

##### B. FAIR SHARE

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by Act 84 of 1988.

The School District and the Association agree to comply with all provisions of said law.

In return for entering into a Fair Share Agreement with the Bethlehem-Center Teachers' Association, the Association agrees to indemnify and save the Administration, Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability, including but not limited to, back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with this agreement.

#### ARTICLE XXIII

#### MEMBERSHIP DUES DEDUCTIONS

##### A. DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Board to deduct and transmit the moneys by check to the Bethlehem-Center Teachers' Association.

1. Equal monthly installments deductions referred to in Paragraph A above will be made in nine (9) monthly installments during the school year.

2. The amounts withheld shall be submitted to the Association within one (1) calendar month following deductions.

B. LIST SUPPLIED TO BOARD

No later than forty-five (45) days after school begins, the Bethlehem-Center Teachers' Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association in Paragraph A above.

C. NEW AUTHORIZATION CARD

I hereby authorize the Bethlehem-Center School District to deduct professional Association dues from my pay check. Such deductions will be made over nine (9) pay periods annually beginning October each year.

This authorization will remain in effect from year to year in collective bargaining agreement to collective bargaining agreement unless canceled in writing. (To the President of the Association and notification of the same to the business manager or other authorized personnel of the Bethlehem-Center School District fifteen (15) days prior to the expiration of the collective bargaining agreement.)

Date \_\_\_\_\_  
Signature \_\_\_\_\_

D. PAYROLL DEDUCTIONS

A Professional employee may have money deducted from the salary paid by the Bethlehem-Center School District and deposited to a financial institution or credit union of the employee's choice, subject to the limitations of the Business Office of the Bethlehem-Center

School District. A request for the deduction must be made in writing to the business office and will be subject to the terms and conditions of the financial institution or credit union that the employee has designated for deposit.

ARTICLE XXIV  
MISCELLANEOUS PROVISIONS

A. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of the Agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefit existing prior to its effective date.

B. MAINTENANCE OF STANDARDS

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief period, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. The Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

1. No Alteration or Increase of Duties - The duties of any teacher or the responsibility of any position in the negotiating unit will

not be substantially altered or increased without prior negotiation with the Association.

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

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. PRINTING AGREEMENT

The Association agrees to share 50% of the printing cost for one hundred fifty (150) copies of the Agreement (125 to the Association and 25 to the Board) and shall approve the working copy supplied to the printer by the Board within seven (7) days after agreement. The Association shall determine the contract format, after conferring with the Superintendent.

A copy of this Agreement shall be presented to each member of the bargaining unit, no later than thirty (30) days after Agreement. Copies of this Agreement shall also be given to any professional hereafter employed.

F. REDUCTION IN PROFESSIONAL STAFF

The Board and the Association agree that seniority and certification shall supersede the evaluation rating system and shall prevail within the District in layoffs and rehiring.

G. SENIORITY

1. The application of seniority for furlough purposes shall be set forth herein and shall mean the relative status of Professional Employees with respect to the total length of service as a temporary professional or professional employee with the Bethlehem-Center School District.

- a. Seniority shall accrue from the first day of work since the last date of hire.
- b. In case of ties in the number of years, months and days of seniority, the date of approval in the School Board minutes shall control. Employees hired at the same School Board meeting shall have seniority based on the appearance in the Board minutes, first name appearing having greater seniority.
- c. Seniority shall continue to accrue during furlough, demotion, and approved leaves of absence.
- d. Regular part-time professional employees shall accrue seniority on a pro-rata basis.
- e. Seniority shall be broken and lost by any of the following:
  - 1) Resignation, retirement, or termination;

2) Failure of the employee on furlough to maintain a current address and telephone number in the District office and within ten 10 calendar days of furlough date, to annually report to the District in writing the employee's current address and the employee's intent to accept the same or similar position when offered;

3) Failure of a furloughed employee to accept an offer of employment in a permanent position or a substitute position of more than 89 consecutive school days within 15 calendar days of being notified of recall in writing by certified mail, except if the furloughed employee submits proof to the District that the employee is enrolled in a college program, in which case the employee shall be given the option of delaying return to service until the end of the current college semester.

f. Seniority shall not accrue for the period of an unauthorized leave of absence.

2. The District shall post a seniority list on or before October 15 of each year, which contains all areas of certifications filed in writing in the District office by the employee. Such list shall be posted for 10 calendar days and a copy shall be given to the Association. If an employee believes the cumulative seniority (or first day of work) or areas of certification are incorrect, then the employee shall submit a written statement to the District within 15 calendar days of posting, reflecting the alleged correct information. Unresolved differences may be resolved through the grievance procedure. Once the period for

challenging the seniority list has passed, the employee's first day of work and relative seniority shall be final, subject to subsequent breaks or periods of non-accrual.

3. The District shall annually update the seniority list to reflect changes in certification, breaks in seniority, or periods of non-accrual, and to add new temporary professional or professional employees.

#### H. NOTICE

Required notices concerning any article of this Agreement shall be given by telegram or certified mail at the following addresses:

1. If by Association to Board, at

Office of the Superintendent  
Bethlehem-Center School District  
194 Crawford Road  
Fredericktown, PA. 15333

2. If by Board to Association, at

Home Address of the President

#### ARTICLE XXV

##### NO STRIKE-NO LOCK OUT PROVISION

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Relations Act, Act 195 and Act 88 of 1992. 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 that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

ARTICLE XXVI  
RETIREMENT INCENTIVE

- A. A Professional employee taking a full PSERS retirement with the last ten (10) years being Bethlehem-Center School district service and providing the District with three (3) months prior notification may make a one-time election of any of the following retirement incentives:
1. The sum of \$20,000 paid in two (2) consecutive equal annual installments of \$10,000 each, commencing in January of the year following the date of retirement to a tax sheltered annuity of the employee's choice; or
  2. Professional employee may continue to participate in the health insurance medical plan of the District with the District paying the full premium for individual coverage until the employee is eligible for another employer or government sponsored medical insurance plan. Professional employee may purchase additional coverage under the District's health insurance medical plan so as to include spouse, children or family after retirement by submitting a monthly payment to the District equal to the difference between the single coverage and the premium for the plan selected by the Professional employee; or
  3. A one-time allotment of \$40,000 on the books of the District for the retiring professional employee to direct for use toward

continued participation in the District's health insurance medical plan at a participation level determined by the retiree until the allotment is depleted or the retiree becomes eligible for another health insurance or government sponsored plan.

- B. A Professional employee taking a full PSERS retirement with the last ten (10) years being Bethlehem-Center School District service will be compensated for unused sick days as follows:

1-100	\$ 50.00 per day
101-200	\$100.00 per day
201 +	\$150.00 per day

If the retiree elects option (1) above, the amount to be paid for unused sick days shall be paid into the tax deferred annuity designated by the employee on the date of the first annual installment.

If the employee elects option (2) or (3) above, the amount to be paid for unused sick days may be either:

- (a) paid into the tax deferred annuity designated by the employee in January of the year following the date of retirement, or
- (b) allotted on the books of the District for the retiring Professional employee to direct for use toward continued participation in the District's health insurance medical plan at a participation level determined by the retiree.

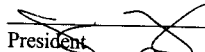
ARTICLE XXVII  
DURATION OF AGREEMENT

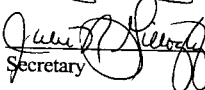
A. EFFECTIVE DATE

This Agreement shall be effective as of August 20, 2006 and shall continue in effect until August 19, 2011 subject to the Association's right to negotiation over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

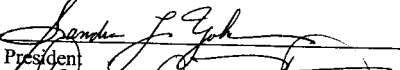
In witness whereof, the Association has caused this Agreement to be signed by its President, attested by its Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

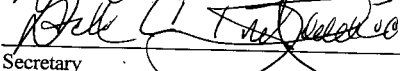
**BETHLEHEM-CENTER TEACHERS' ASSOCIATION**

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
Secretary

**BETHLEHEM-CENTER BOARD OF EDUCATION**

By  \_\_\_\_\_  
President

By  \_\_\_\_\_  
Secretary