

## **PREAMBLE**

The parties to this Agreement on the 1<sup>st</sup> day of July, 2006, enter into this collective agreement concerning the employment relationship of the bargaining unit represented by the Burgettstown Area Education Association.

It is and has been the intent of the parties to deal fairly with each other, without harassment, bearing in mind that the welfare of the public and particularly the children of the Burgettstown Area School District is the paramount consideration of both the Board and the Association.

**ARTICLE I  
RECOGNITION**

**I. Unit**

The Board of Education, its successors or assigns, recognizes the Burgettstown Area Education Association as the sole, exclusive bargaining agent with respect to wages, hours and other terms and conditions of employment of all employees covered by this Agreement. The term "employee" as used in the Agreement shall apply to all individuals occupying jobs included in the bargaining unit as certified by the Pennsylvania Labor Relations Board, Number PERA-R-283-W dated August 17, 1971, and amended Number PERA-U-83-432-W dated September 28, 1983 to be a subdivision of the employer unit or in any subsequent certification effected by the Pennsylvania Labor Relations Board during this Agreement.

- A.** The Association, its officers and representatives at all levels, and all professional employees are bound to observe the provisions of the Agreement.
- B.** The Association acknowledges the rights and responsibilities of the District as provided by law and agrees to discharge its own responsibilities under this Agreement.
- C.** The Association agrees that there shall be no intimidation or coercion of employees by the Association or its representatives into joining the Association or continuing their membership therein. This Article, however, reserves the Association its rights to exercise the provisions of the Maintenance of Membership Agreement and Fair Share Agreements of Article VII.

**II. District**

- A.** The District, its officers and representatives at all levels, is bound to observe the provisions of this Agreement.
- B.** The District acknowledges the rights and responsibilities of the Association as provided by law and agrees to discharge its own responsibilities under this Agreement.
- C.** The District agrees that there shall be no interference with the right of the employees to become or to continue as members of the Association.
- D.** The District agrees that there shall be no reprisal against any employee because of his/her membership in the Association or the exercise of any right arising out of this Agreement including participation in the grievance procedure or the Constitution of Statutes of the United States or the Commonwealth of Pennsylvania.

**ARTICLE II**  
**SAVINGS CLAUSE**

**I. Statutory Savings**

This Agreement shall neither deny nor restrict any right or rights of a professional employee granted or provided for in the Public School Code of 1949, as amended, or in the Public Employee Relations Act of 1970, known as Act 195/Act 88, and the rules and regulations of the Pennsylvania Department of Education.

**II. Contractual Savings**

Any individual contract between the Board of Education and an individual teacher heretofore and 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.

**ARTICLE III  
RIGHTS OF PROFESSIONAL EMPLOYEES**

**I. Seniority**

**A. Definition**

For the purpose of this Agreement, seniority shall be defined as the number of consecutive years of service within the District in a tenured, bargaining unit position.

**B. Restrictions**

1. Seniority shall be terminated when an employee:
  - a. Quits for any reason;
  - b. Is discharged for just cause;
  - c. Fails to report to work upon the expiration of a leave of absence;
  - d. Fails to report to work or notify the school district of his intent to report to work following recall from a layoff, within ten (10) days of receipt of a written notice of recall.
2. Approved leaves of absence shall not constitute a break in service for the purpose of computing seniority.
3. Hereafter, service time shall continue to accrue during disciplinary suspensions except when the suspension results in the dismissal of the employee.
4. In the event that accrued seniority for two or more professional employees is the same, placement on a seniority list will be determined by the order of hire in the official Board minutes.
5. Professional employees who accept a position in the District outside of the bargaining unit shall maintain seniority accrued prior to the acceptance of said position; however, seniority shall not accrue for the period of time the professional employee is in a non-bargaining unit position.

**II. Demotions**

**A. Definition**

For the purpose of this Article, demotion shall be defined as the placement of a full-time professional employee in a less than full-time professional position.

**B. Restrictions**

1. When demotions are necessitated by a decline in student enrollment as defined in this Agreement, said demotions shall be effected in the inverse order of seniority of those professional employees certified in the area affected by the student decline.
2. Furloughed professional employees who are recalled to less than full-time positions shall accrue seniority as full-time employees.
3. Said professional employees shall retain the right to recall to any full time position for which they are certified.
4. Any professional employee who is demoted shall receive pro-rated pay and fringe benefits, but full credit for seniority purposes. No fringe benefits shall be paid for day-to-day substitutes.

**III. Recall of Furloughed Employees**

- A. Furloughed professional employees shall notify the district, in writing, on an annual basis of their availability for full-time employment. Failure to notify the district will jeopardize their right to recall for a vacancy for which they are certified.
- B. Professional employees presently furloughed by the Burgettstown Area School District shall be recalled to any vacancies for which they are certified in the inverse order of furlough.
- C. A furloughed professional employee who refuses a recall for reasons of health related disability shall retain rights for one year from said refusal.
- D. Should a furloughed professional employee be enrolled in a course of study at the time of recall, he/she shall be granted time to complete the term in which he/she is enrolled before returning to the employment of the Burgettstown Area School District.
- E. Furloughed professional employees filling temporary vacancies shall receive salary and benefits based upon their years of seniority in the District.

**ARTICLE IV**  
**PROTECTION OF PROFESSIONAL EMPLOYEES' RIGHTS**

**I. Just Cause Provision**

- A.** No professional employee shall be disciplined (action taken by the employer for misconduct) or reprimanded (written indication, presented to the employee, of employee misconduct or indiscretion), reduced in rank or compensation (written formal change in assignment or hours involving a change in compensation), or deprived of any professional advantage (a condition based solely on hours, wages or economic benefits covered in this Agreement), or discharged for disciplinary reasons without just cause.
- B.** All written information forming the basis for such action will be made available to the employee involved and/or the bargaining agent, in writing, upon request if a grievance is filed.

**II. Nondiscrimination**

- A.** The Association and the District shall apply the provisions of this Agreement to all professional employees without regard to race, color, religion, national origin, age, sex, marital status or creed.
- B.** The Board of Education agrees to save harmless the Association in any litigation initiated by a professional employee or employees which may arise from possible discriminatory Board action which the Association was unable legally or contractually to prevent.

**III. Criticism of the Professional Employee**

Any question or criticism of a professional employee and his/her instructional methodology shall be made in confidence.

**IV. Required Meetings and Hearings**

**A. Board of Education**

When an employee is required to appear before the Board of Education or a committee of the Board, concerning the continuation of the employee in an assigned position or the compensation for an assigned position, the employee shall receive prior written notice of the reasons for such a meeting and shall be entitled to representation of his choice.

Should the employee choose representation other than the Association, the Association shall be provided the opportunity to attend the hearing.

The prior written notice shall be delivered at least five (5) days before the meeting.

**B. Superintendent**

When an employee is requested to appear before the Superintendent concerning matters which could adversely affect the continuation of that employee in an assigned position or the compensation for an assigned position, the employee shall receive prior written notice of the reasons for such a meeting and shall be entitled to representation of his/her choice. Should the employee choose representation other than the Burgettstown Area Education Association, the Association shall be provided the opportunity to attend the meeting.

The prior written notice shall be delivered at least two (2) days before the meeting.

**C. Immediate Administrative Supervisor**

When an employee is requested to appear before an administrative supervisor concerning matters which could adversely affect the continuation of that employee in an assigned position or the compensation for an assigned position, the employee shall receive prior written notice of the reasons for such a meeting and shall be entitled to representation of his/her choice. Should the employee choose representation other than the Burgettstown Area Education Association, the Association shall be provided the opportunity to attend the meeting.

The prior written notice shall be delivered at least one (1) day before the meeting. These time limits may be waived in cases of extenuating circumstances only when the Association is apprised of the circumstances and agrees to a waiver of the time limits.

**D. Exclusion**

Nothing herein shall preclude the principal or immediate administrative supervisor from talking with an employee or informally discussing matters relevant to the employee's work.

**E. Requested Meetings**

Any professional employee may request a meeting with the Superintendent and/or the Board or Committee of the Board to discuss areas of concern. The area/s of concern to be discussed must accompany the request in order to determine whether the meeting should be granted. These meetings are to be considered exclusive of the grievance procedure and meet and discuss as defined in Act 195 and shall not be restricted by the provisions of either one.

**V. Personnel File**

**A. Access**

1. All information relevant to the continued employment of the professional staff shall be in a central location with the exception of materials relevant to the employees's compliance to Act 48 which shall be located in the office of the Programs Director of the district.
2. A professional employee shall have the right, upon request and to the extent provided under law, to review the contents of his/her personnel file.

**B. Inclusion of Materials**

1. No materials derogatory to an employee's conduct, service, character, or personality shall be placed in a professional employee's file unless the employee has had an opportunity to review the material. The employee shall be afforded the opportunity to sign all material to acknowledge that he/she has had an opportunity to review all material. The employee shall be provided with copies of such material upon request.
2. Copies, when filed, are to be filed with the express understanding that such signatures are not necessarily an indication of agreement with the contents thereof. The employee shall have the right to submit a written answer to any material and this answer shall be attached to the file copy.

**C. Confidentiality**

The Board of Education agrees to protect the confidentiality of personal references, academic credentials, anecdotal records, observations, and evaluations, and other similar documents.

**D. Removal of Material**

Any material contained within the personnel file of a professional employee which is five (5) or more years old may be removed at the discretion of the professional employee.

**ARTICLE V  
GRIEVANCES**

**I. Definitions**

**A. Grievance**

A "grievance" is hereby defined as a dispute arising out of the interpretation, meaning, or application of any provisions in this agreement. A "grievance" as defined herein, shall not apply to any matter not specified in this Agreement.

**B. Aggrieved Person**

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

**C. Party in Interest**

A "party in interest" refers to those persons who are or may be involved in a particular grievance action.

**D. Appropriate Filing Level**

When the Association has been apprised that a grievance has occurred, it shall determine the level at which the initial written grievance should be filed and may, at its option, direct the grievance accordingly.

Said determination shall be based on the level at which the grievance occurred, the jurisdiction of the Board or agent thereof, and the ability of said agent to effect a settlement.

Should the employer determine improper filing level and refer the grievance to another level for the initial hearing of the grievance, it shall be done within three (3) days of receipt of the grievance from the Association.

**E. Association Grievance**

An "Association Grievance" refers to any grievance which, in the judgment of the Association, does, or may, affect a group of professional employees in one or more buildings, or the entire bargaining unit. Such grievance may be submitted in writing at the appropriate level as determined by the Association within twenty (20) work days from the date of the incident or when the Association could reasonably have known of the incident.

**F. Work Days**

For the purpose of this article, "work days" shall be defined as any day on which members of the bargaining unit are required to report to work.

**II. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept confidential.

**III. 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 may, however, be extended by mutual agreement, in writing, by both parties.

**A. District Noncompliance With Time Limit**

Failure of the District to answer any grievance within the specified time limits at any level will result in immediate award of relief as requested.

**B. Association Noncompliance With Time Limits**

Failure of the Association to process the grievance in accordance with the specified time limits will result in immediate withdrawal of said grievance.

**IV. Meetings**

The Board shall be required to grant a meeting upon request only at Level III of the grievance procedure. This shall not preclude the Association from requesting meetings at any other level of the grievance procedure. Such meetings must be scheduled within the required time limits unless an extension of said time limits is agreed upon, in writing, by both parties. Meetings under this Article shall not be conducted in public.

**A. Attendance**

Attendance at such meetings shall be limited to the parties in interest and their designated or selected representatives, heretofore referred to in this Article.

**B. Rights of Teachers to Representation**

Any aggrieved person may be represented at Levels I, II, III of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a professional 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. Representation at Level IV will be in accordance with the procedure established in Act 195.

**V. Procedure**

**A. Written Decisions**

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 IV shall be in accordance with the provisions set forth in Section 903 of Act 195.

**B. Levels Established to Resolve a Grievance**

**1. Level I - Principal or Immediate Supervisor**

If a professional employee or the Association deems that an employee has been aggrieved, a formal grievance may be filed within fifteen (15) work days of the incident or when the employee could reasonably have known of the incident.

If the employee chooses to discuss the matter with his/her immediate supervisor in an attempt to resolve the problem informally, the employee may have an Association representative accompany and assist him/her in the discussion. Such an informal meeting must take place within five (5) work days of the incident or when the employee could reasonably have known of the incident.

The immediate supervisor or principal shall respond in writing within ten (10) work days after receipt of this formal written grievance. Should the immediate supervisor or principal deny the grievance, the reasons for the denial shall be specified in the response.

**2. Level II - Superintendent**

If the aggrieved person is not satisfied with the disposition of the grievance rendered at Level I, he may file the grievance within ten (10) work days after receipt of the disposition at Level I with the Superintendent of Schools.

The Superintendent or his designee whose decision shall be binding upon the Superintendent at this level must render a decision, in writing, to the Association within ten (10) work days of receipt of the grievance.

When it is determined that this level shall be the initial step of the grievance procedure, the formal written grievance must be submitted within fifteen (15) work days of the occurrence of the incident or when the employee could reasonably have known of the incident.

**3. Level III - The Board**

If the aggrieved person is not satisfied with the disposition of the grievance rendered at Level II, he may file the grievance within ten (10) work days of receipt of the disposition with the Board of Education. Grievances shall be forwarded to the President of the Board.

The Board must render a decision, in writing, to the Association within twenty-five (25) work days of receipt of the grievance or within five (5) work days after the next regularly scheduled Board meeting, whichever is sooner.

When it is determined that this level shall be the initial step of the grievance procedure, the formal written grievance must be submitted within fifteen (15) work days of the occurrence of the incident or when the employee could reasonably have known of the incident.

**4. Level IV - Arbitration**

A grievance not settled to the satisfaction of the Association at Level III may be submitted to arbitration with notifications being sent to the Board of Education. Said notification must be made within ten (10) work days of receipt of the disposition rendered at Level III.

Within ten (10) work 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 no mutually acceptable arbitrator is secured, the arbitration shall be in accordance with Section 903 of Act 195.

**C. Withdrawal of Grievances**

A grievance may be withdrawn by the Association or the aggrieved employee at any time and the withdrawal of any grievance shall not be prejudicial to the position taken by the parties as they relate to that grievance or any future grievance.

**VI. Year End Grievance**

Grievances which extend beyond the normal school year shall continue to be processed with "week days" (except Saturdays, Sundays, and holidays) being substituted in the procedure for all reference to "work days" except as the parties may mutually agree otherwise. Said agreement must be executed in writing and signed by both parties.

**VII. Reprisals**

No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration against any party in interest, any representative, any member of the Association or any participant in the grievance procedure by reason of such participation.

**VIII. Personnel File**

All written documentary information relevant to the filing or processing of a grievance shall be removed from the professional employee's file upon settlement of the grievance unless the grievance involves a disciplinary action against an employee and is decided in favor of the district. Said materials can be removed according to Article IV, section V, D (page 8).

**IX. Forms**

All grievance forms shall be mutually agreed upon by the Board and the Association and shall be attached as an appendix to this Agreement.

**ARTICLE VI  
ASSOCIATION RIGHTS**

**I. Association Requests for Information**

The Board of Education agrees to furnish to the Association, upon request, at reasonable terms, all available information concerning the educational program normally available to the public, including but not limited to budgets, budget summaries, audits, and minutes of Board meetings. Any reasonable cost shall be borne by the Association.

**II. Association Released Time**

**A. Leave for State or National Office**

Any member of the Association who holds a state or national office in the Association shall be granted a leave of absence without pay during the term of his/her office. Upon return to employment, such employee shall not forfeit benefits such as accumulated sick leave days, seniority rights and salary schedule steps which had accrued prior to his/her taking leave.

**B. Association Days**

Up to four (4) days leave with pay shall be granted for the Burgettstown Area Education Association President or his/her designee to attend conferences or conventions of state and national affiliated organizations.

**C. Released Time for Association President**

**1. Elementary President**

The President of the Burgettstown Area Education Association shall be exempt from all bus duty and playground supervision for the duration of his/her presidency.

**2. Secondary President**

The President of the Burgettstown Area Education Association shall have his/her schedule structured in such a manner that he/she is exempt from home room period and is excused from attending or supervising all activity periods and assemblies.

**III. Association Business/Meeting Time**

**A.** No conferences or meetings relative to Association business shall be scheduled for, or held, during instruction time.

- B. Association messages received via the telephone by office personnel shall be forwarded as soon as possible to the Association President.

**IV. Association Use of Bulletin Boards/Mail Facilities**

In each building, the Association shall be provided adequate space on a bulletin board which is easily accessible to bargaining unit members. The Association shall also have the right to use inter-office mail facilities.

**V. Association Use of School Buildings**

The Association and its representatives shall have the right to use the school buildings for meetings before or after scheduled school hours, providing there are no conflicts and that notice has been given to the District. It is understood that the Bargaining Agent assumes responsibility for such use.

**VI. Association File**

The Association shall have the right to install a file at its own expense in a classroom of its choosing.

**VII. Association Identification**

No professional employee shall be prevented from wearing membership pins evidencing membership in a teachers' association or organization.

**IX. Association Use of School Equipment**

The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for repairs necessitated as a result thereof.

**X. Orientation Program**

The Association shall be granted the right to participate with the Administration in planning orientation programs for new teachers.

**ARTICLE VII**  
**MAINTENANCE OF MEMBERSHIP, DUES DEDUCTION AND FAIR SHARE**

**I. Maintenance of Membership**

All professional employees who are presently members of the Association or hereafter become members of the Association shall be subject to the maintenance of membership provision as defined in Article III, Subsection (18) of the Public Employees Relations Act, Act 195.

**II. Dues Deduction**

The Board of Education agrees to deduct dues from the salaries of members of the Burgettstown Area Education Association, the Pennsylvania State Education Association and the National Education Association as the members authorize.

- A.** The Board shall deduct and transmit all monies by check, promptly to the Burgettstown Area Education Association.
- B.** Deduction will be made in twenty (20) equal dues installments and one (1) payment to PACE beginning with the first pay period in October.
- C.** The Burgettstown Area Education Association will provide the Burgettstown Area School District with a list of employees who have authorized deductions for the duration of this Agreement.
- D.** The Board will honor the request for dues deductions pursuant to the maintenance of membership agreement.
- E.** The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the District for the purpose of complying with any of the provisions of this Section II or in reliance on the list, notice or assignment furnished under any of said provisions.
- F.** Members desiring dues deductions to be made by the Board will have the option of selecting between two payment plans, via appropriate authorization cards (See Appendix).
- G.** Authorization cards shall be submitted to the School District on or before October 1, of the school year, otherwise the School District shall have no duty to process the payroll deduction authorization. The only exception to this paragraph shall be for newly-hired employees.
- H.** Once a member has properly completed and submitted an authorization card through the Association to the Board, said member will have authorized dues deductions in accordance with the provisions of this Article.

### **III. Fair Share**

- A.** 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.
- B.** The School District and the Association agree to comply with all provisions of Act 84 of 1988.
- C.** If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any legal action brought against it and cooperate fully with the Association in the defense of the case. If the School District does not cooperate fully with the Association, any obligation of the Association to provide a defense under this Article will cease.
- D.** The Association agrees in any action so defended to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this section; provided that there will be no indemnification for any damages resulting from any act of willful misconduct on the part of the District or any failure by the District to properly perform its obligations under the Article.

**ARTICLE VIII**  
**MANAGEMENT RIGHTS**

Except and subject to the Constitution of the Commonwealth and the Pennsylvania School Code, the District retains the exclusive rights to manage and operate the school district in fulfilling its responsibility to provide for the maintenance of a thorough and efficient system of public education. The rights to manage and operate the school district and direct the work forces include the right to hire, suspend, or discharge employees in keeping with the just cause provision of this Agreement.

The District retains its inherent managerial powers and rights as provided in Act 195, including Section 702 but not limited to this Section, except as may be limited by this Agreement.

**ARTICLE IX  
REDUCTION IN FORCE**

- A.** There shall be no Reduction of Force through furloughs or demotions of professional staff members.
  
- B.** Vacancies created by the retirement, resignation or death of a professional staff member shall be filled according to the following guidelines:
  - 1.** Each vacancy shall be subject to review by the administrative staff to determine whether the District believes the position to be:
    - a.** a full-time vacancy,
    - b.** a part-time vacancy, or
    - c.** a position that may be eliminated without detriment to the educational environment of the District.
  
  - 2.** A position that falls into either category B 1-b or B 1-c shall be addressed in the following manner:
    - a.** A five-member committee consisting of two representatives provided by the Association and three representatives of the District (at least two of whom shall be members of the Board of Directors) shall meet to discuss each of the positions in question.
  
    - b.** The discussion shall focus on:
      - 1.** the District's rationale for changes requested;
      - 2.** the impact of the changes on the teaching load and the number of preparations required of remaining staff, should the change be effected;
      - 3.** the approximate size of the classes in the upcoming year should the position be either reduced or eliminated;
      - 4.** the impact on the overall educational program should the position be reduced or eliminated, and
      - 5.** whether the District is requesting the change on a temporary or permanent basis.



**ARTICLE X**  
**TEACHER WORK YEAR**

**I. School Calendar**

- A.** The Educational Advisory Committee in conjunction with the Administration shall establish a school calendar to be presented to the Board of Directors for approval prior to its May meeting.
- B.** The school calendar shall be constructed around the educational needs of the District and the Professional Staff Development and In-Service Plans established by the Educational Advisory Committee.
- C.** The school calendar shall be structured to provide for a 2 hour early dismissal for students on the first day for students.
- D.** The school calendar shall be structured to provide for one-half (½) school day to be used for parent conferences at the elementary level which shall be designated as such when the calendar is finalized for adoption.

**II. Work Year**

In 2006-2007 and the remainder of this contract, the work year for professional employees shall not exceed one hundred and eighty-eight (188) days, comprising one hundred and eighty (180) days when pupils are in attendance and all additional days when teachers shall report for:

- A.** A Preparation Day at the beginning of the school year to be scheduled such that each teacher is scheduled to the building of his or her teaching assignment and shall not be required to attend meetings with the exception of a one-hour building meeting.
- B.** An In-service/Professional Development Day (s)/Open House to be scheduled throughout the school year and be planned by the Act 48 Committee.
- C.** A one-half (½) Clerical Day at the end of the school year.

**ARTICLE XI**  
**WORK DAY AND TEACHING SCHEDULE**

**I. Work Day**

- A.** With the exception of those days listed in Subsection B of Section I of this article, the length of the work day for the professional employee shall be seven and three-quarter ( $7 \frac{3}{4}$ ) hours per day including a thirty (30) minute duty-free lunch period during which time professional employees are free to leave their buildings of assignment.

On such days, one-half ( $1/2$ ) day will be three (3) hours and forty-five (45) minutes from the normal start time of the professional day.

- B.** On Mondays, Fridays, In-service Days, days before vacations, and federal (“bank”) holidays, the length of the work day for the professional employee shall be seven and one-quarter ( $7 \frac{1}{4}$ ) hours per day including a thirty (30) minute duty-free lunch period during which time professional employees are free to leave their building of assignment.

On such days, one-half ( $1/2$ ) day will be three (3) hours and forty-five (45) minutes from the normal start time of the professional day.

Professional employees may leave fifteen (15) minutes after student dismissal times on the last work day prior to recesses, vacations, or holidays when students are dismissed early. This provision does not include the first and last day of school or Act 80 Days.

- C.** The purpose of the longer day is to provide a common time that can be used by the district to meet with departments, grade levels, and selected groups of staff members. In addition, this time will be used for common planning, grade level or department meetings, or for meetings with staff members in an effort to avoid using the teachers’ daily preparation periods. This time shall not be used in lieu of compensation for preparation time for which the employee has been scheduled class coverage. At the secondary level, this additional time will be provided at the end of the student day; at the elementary level it will be provided prior to the beginning of the student day.
- D.** Professional employees will, in the event of an emergency, be excused up to one (1) hour early with the consent of the immediate administrative supervisor. Released time in excess of one (1) hour shall be taken as part of a personal or sick day.
- E.** In extenuating circumstances, the seven and three-quarter ( $7 \frac{3}{4}$ ) hour work day may be adjusted to meet the needs of a professional employee with the approval of the Superintendent.
- F.** Professional employees shall be required to initial a sign-in sheet for the purpose of verifying their arrival at the beginning of the work day.

## **II. Teaching Schedule**

### **A. Secondary Professional Employees**

1. The standard teaching load for secondary professional employees shall be six (6) classes, one (1) study supervision, and one (1) scheduled preparation period.
2. In the event the District should move to a different program, teaching load, preparation time and duty-free time shall remain approximately the same ratio.
3. Secondary professional employees shall not be required to teach more than two (2) subject areas, nor more than a total of three teaching preparations. A preparation is defined as a class in which the teacher is expected to write lesson plans and/or evaluate students.
4. Secondary professional employees shall not be scheduled in more than two (2) locations during the work day period, when practicable.
5. When secondary professionals are absent, they shall be replaced by substitutes unless a reasonable attempt has been made to exhaust the list of substitutes and none are available.

### **B. Elementary Professional Employees**

1. The daily teaching load for elementary professional employees shall not exceed five and one-half (5 ½) hours of classroom instruction per day.
2. Each elementary classroom teacher shall be provided with a preparation time each day to be structured so that it is no less than forty (40) consecutive minutes of non-pupil contact time.
3. Elementary special area teachers shall be scheduled for no less than two hundred (200) minutes of preparation time per week.
4. The minimum assignment for half-time elementary professional employees shall be three (3) hours and forty-five (45) minutes.
5. When elementary professional employees are absent, they shall be replaced by substitutes unless a reasonable attempt has been made to exhaust the list of substitutes and none are available.

### **C. Special Education Professional Employees**

1. Special education professional employees shall be defined as professional employees whose instructional responsibilities are primarily educators of children who are identified as special needs students under Chapters 14 and 16 of the PA School Code.

2. Since special education professional employees' student case loads and required preparations are governed by student IEP's and state and federal laws, they do not fall within the guidelines established in Section II-A-3 of this article with regard to total teaching preparations.
3. As part of their professional responsibilities and as required by law, special education professional employees shall be responsible for the completion of all required forms and paperwork for each of their students, or for any other Burgettstown student for whom such paperwork may be required, in accordance with the following guidelines:
  - a. Whenever a special education classroom teacher is required to write an initial ER for a Burgettstown student, the professional employee shall receive twenty (\$20.00) dollars per hour to a maximum of three (3) hours for the completion of each initial ER.
  - b. If time is provided during a workday or an in-service day for the writing of an initial ER, there shall be no additional payment made to the professional employee for the completion of the ER.
  - c. Whenever a special education classroom teacher is required to write an IEP or a subsequent ER for a Burgettstown student, the professional employee shall receive a stipend of thirty-five (\$35.00) dollars per document.
  - d. If time is provided during a workday or an in-service day for the writing of any of the aforementioned special education for a Burgettstown student, there shall be no additional payment made to the professional employee for the completion of the documents.
4. To ensure compliance with time lines established by law for the completion of required documents, ERs and IEPs will be assigned to the appropriate professional employee for completion no later than two (2) weeks before the document is to be completed. At that time, the professional employee will be apprised whether or not time during a work day or an in-service day will be provided, or whether the document is to be completed on the employee's time for remuneration.
5. It will be the responsibility of the professional employee to inform the Director of Special Education or the appropriate individual assigning the ER or IEP of any required documentation that is not provided to the employee for the completion of the document.

#### **D. Special Services Personnel**

1. Special Services Personnel shall be defined as professional employees whose professional responsibilities are not confined to a classroom situation.
2. Special Services Personnel shall have regularly scheduled preparation time in accordance with the following:

- a. Elementary special services personnel shall be scheduled for no less than two hundred (200) minutes of preparation time per week.
  - b. Secondary special services personnel shall be scheduled for no less than one (1) daily preparation period.
3. When special services personnel (excluding Title I reading and mathematics specialists, guidance counselors, and deans of students) are absent, they shall be replaced by substitutes unless a reasonable attempt has been made to exhaust the list of substitutes and none are available.

#### **E. Professional Employees as Substitutes**

1. The practice of using professional employees as substitutes hereby depriving them of preparation time is undesirable and shall occur only in emergency situations.
2. In the secondary school, professional employees who volunteer may be used as substitutes during scheduled preparation time. Remuneration for such shall be in accordance with the rate listed in Article XXXV of this Agreement.
3. In the elementary school, the following procedures will be utilized when professional employees are used as substitutes for a regular classroom teacher. In such cases, professional employees may be used as substitutes in a regular classroom during scheduled preparation time. Remuneration for such shall be in accordance with the rate listed in Article XXXV of this Agreement.
  - a. Teachers shall be used during their common planning time on a rotating basis for the entire year. The rotation will commence at the start of each school year with the least senior teacher at each grade level.
  - b. Teachers deprived of their preparation time, due to the absence of a special area class teacher, will receive remuneration in accordance with the rate listed in Article XXXV of this Agreement.

#### **F. Scheduling of Professional Staff**

Scheduling of all professional employees shall be done by the administrative staff of the Burgettstown Area School District.

#### **G. Schedule Preference and Notification of Assignment**

1. No later than February 20 of each school year all professional employees shall complete the appropriate "assignment preference" form and shall submit said request to his/her immediate supervisor.

- a. Assignment preferences may indicate subject (within area of certification), grade level, time of preparation period (secondary), or building (within certification).
  - b. Failure to submit the “assignment preference” form will be an indication that the employee desires no change in assignment for the upcoming school year.
- 2. Whenever possible, the District shall make a sincere effort to satisfy these requests as opportunities arise for the following school year.
- 3. Whenever schedule preferences involve a change in building, subject, or grade level assignment, such requests shall be granted only in event a vacancy in said building, subject, or grade level exists or occurs through a requested change on behalf of another professional employee.
- 4. The Burgettstown Area School District shall provide all professional employees with a written notice of their tentative assignments for the forthcoming school year before the last work day of the current school year. In the event that changes in such assignments are necessitated, professional employees involved shall be notified promptly.
- 5. Each professional employee shall receive a written copy of his/her schedule for the forthcoming work year at least two weeks prior to the first scheduled work day. Said schedules shall be subject to change only when changes are necessitated by circumstances beyond the control of the District.

### **III. Extended Work Year (Guidance)**

- A. At the request of the District, guidance counselors may be asked to work beyond the contractual work year for up to ten (10) additional days.
- B. Counselors shall be paid per diem rate for days in excess of the number of days in the contractual work year.
- C. Days in excess of the contractual work year shall be scheduled by mutual agreement between the counselor(s) and immediate administrative supervisor(s).
- D. Preferably, counselors will be scheduled to work additional days immediately at the end of the school year, or immediately prior to the beginning of the next school year; however this does not preclude the District from requesting counselors to work on an as-needed basis throughout the summer provided that the counselors are available to work.
- E. Should a district initiative require additional time of any or all of the counselors, scheduling of additional days beyond ten (10) must be scheduled prior to the middle of the final nine week’s period to allow counselors’ adequate time to schedule summer activities.

**ARTICLE XII**  
**TEACHING CONDITIONS AND DUTIES**

**I. Non-Teaching Duties**

**A. All Professional Employees**

1. Non-teaching duties of the professional employee shall not be increased during the term of this Agreement.
2. For the duration of this Agreement no professional employee shall be assigned cafeteria supervision except as stipulated in Article XXXVI of this professional Agreement.
3. For the duration of this Agreement no professional employee shall be involved in the collection of monies for student pictures or insurance.
4. Professional employees shall not be required to drive students to activities which take place away from the school property. A professional employee may do so voluntarily, however, with the advanced approval of his/her principal or immediate administrative supervisor. He/she shall be compensated at the current state reimbursement rate.
5. Clerical recording on state attendance registers will be performed by non-bargaining unit personnel. This provision will not affect the duty of bargaining unit employees to continue to report daily attendance.
6. Although professional employees are encouraged, they shall not be required to attend school related functions after the school day, except those related to their extra-curricular or extra-duty activities.
7. Professional employees in the bargaining unit , other than the school nurse, shall not be required to administer medication to pupils. Pupils shall be referred to proper, designated medical personnel. The employer shall indemnify and save harmless from any liability employees who administer medication to pupils in direct response to a written order from administrators.

**B. Secondary Professional Employees**

1. It is hereby agreed that the voluntary morning hall supervision (for a period of 25 minutes) at the Burgettstown Area Middle - Sr. High School be included as an extra duty under the provisions of Article XXXVI of the Professional Agreement. It is also agreed that compensation for said duty shall be either in the form of compensatory time, permitting those faculty members who volunteer for said duty to leave the building twenty-five (25) minutes before the end of the school day, or a salary to be negotiated with the Association.
2. The above duty is subject to the following conditions:
  - a. Voluntary morning hall supervision will not be scheduled for any professional employee during the week(s) he/she is scheduled for bus duty or on days when there is a required meeting. It is hereby understood that voluntary morning hall supervision shall not be assigned in lieu of any other scheduled duty.
  - b. In that this is a compensated voluntary duty above and beyond the school day, all rights and responsibilities of the professional employee will apply to the scheduled work day.

**ARTICLE XIII**  
**TEACHING FACILITIES AND MATERIALS**

**I. Facilities and Equipment**

- A.** In so far as possible, the Board of Education shall make available for the exclusive use of the professional staff, in each school location: faculty rooms with properly supplied lavatories and lunch room facilities.
- B.** Professional employees shall be provided with:
  - 1.** At least one desk with a lockable drawer.
  - 2.** At least one lockable four-drawer filing cabinet.
- C.** Every effort shall be made to make audio visual equipment and materials available throughout the school day.
- D.** The District shall make available in each school location, an itemized list of all available instructional audio visual equipment and materials.

**II. Material and Equipment**

- A.** When there are to be reductions in teacher-ordered materials and/or equipment, the professional employees shall be notified. Notification shall not apply to reduction in orders caused by vendor error or by errors on the part of staff when completing order forms.
- B.** Professional employees who so desire shall have input in determining the materials and/or equipment to be eliminated from their orders.

**ARTICLE XIV  
VACANCIES, NEW POSITIONS, AND TRANSFERS**

**I. Definitions**

**A. Position**

Area of certification such as:

- Elementary
- Middle School within area of certification
- Secondary within area of certification
- K-12 Specialist within area of certification

Building of assignment

**B. Assignment**

Annual teaching schedule or grade level within area of certification

**C. Vacancy**

Unfilled position

**1. Permanent Vacancy**

- a.** A vacancy during a school year created by the retirement, resignation, or death of a professional employee, or the voluntary transfer of a professional employee to a different position within the district, shall be filled as a permanent vacancy in accordance with PA state code.
- b.** When a retirement, resignation, transfer or death of a professional employee occurs other than during a school year, the Board of Education shall determine whether or not it is a vacancy within thirty (30) days.

**2. Temporary Vacancy**

A temporary vacancy shall be defined as any vacancy which is created when a professional employee applies for, and is granted a leave of absence.

**D. New Position**

A new position shall be defined as any position created by the district which was not in existence during the preceding school year.

**E. Transfer**

Change in position

**1. Voluntary Transfer**

A voluntary transfer shall constitute any transfer for which the professional employee has made application to any unfilled teaching position with specific certification within the bargaining unit.

**2. Involuntary Transfer**

An involuntary transfer shall consist of any transfer effected upon a professional employee for which that employee had not made application.

**II. Notification of Vacancies and New Positions**

**A. School Year Vacancies/New Position - Bargaining Unit Positions**

When permanent vacancies or new positions occur within the bargaining unit, notice of the vacancy/new position accompanied by a brief job description specifying qualifications shall be sent to the Association president. Copies shall be posted on the bulletin boards provided for Association use at least two (2) weeks before the position is to be filled. Primary consideration shall be given to the professional staff of the Burgettstown Area School District on the basis of certification and seniority of the applicants.

**B. School Year Vacancies/New Positions - Non Bargaining Unit Professional Vacancies**

When permanent vacancies/new positions occur in professional positions outside of the bargaining unit, notice shall be sent to the Association president with copies posted on the bulletin boards provided for Association use at least two (2) weeks before the position is to be filled.

**C. Summer Vacancies/New Positions - Bargaining and Non Bargaining Unit Positions**

When permanent vacancies/new positions occur in both bargaining and non bargaining unit positions during the summer months, notice shall be posted in the administration building with a copy mailed to the Association president. The professional employees shall receive notification of the vacancy/new position with their next paycheck or mailing from the district.

### **III. Filling of Vacancies and New Positions**

#### **A. Recall of Furloughed Professional Employees**

Any vacancy or new position which exists within the bargaining unit shall first be filled by furloughed professional employees or by demoted professional employees certified for the position.

#### **B. Voluntary Transfers**

Professional employees may apply for transfer to a different building, or position with specific certification (that is not covered by the annual assignment preference request form) when a vacancy or new position exists, in accordance with the following procedure:

1. The professional employee shall apply for said vacancy or new position, in writing, one copy of which shall be filed with the Superintendent, and one copy of which shall be filed with the Association.
2. The application shall set forth building or position with specific certification and the professional employee's qualifications.
3. The request for transfer must be made within ten (10) work days of notification of the vacancy or new position.
4. The District shall act upon such a request for transfer within thirty (30) days after receipt.
5. Should two or more professional employees meeting the qualifications apply for the same vacancy or new position, the transfer shall be granted on the basis of seniority.

#### **C. Involuntary Transfer**

When an involuntary transfer is deemed necessary, the following procedure shall be used:

1. Involuntary transfer shall be effected on the basis of seniority.
2. In the event a previously deleted position is reinstated, the individual who had that position and was involuntarily transferred shall have the option of returning to it.
3. Written notice stating reason of involuntary transfer or reassignment shall be given to the employee affected by July 1 preceding the school year in which the transfer or reassignment is to be effected
4. When notice of an involuntary transfer has been received by a professional employee:
  - a. The employee may schedule a meeting with his/her immediate administrative supervisor to review the transfer and personally present his/her case.

- b.** The Administrative supervisor will give written notice of the decision to the teacher within two (2) weeks of the meeting as scheduled in part "a" above.
- c.** If the decision of the immediate supervisor is not acceptable to the employee, he/she may, within ten (10) days of the decision, appeal said decision to the Superintendent.

**ARTICLE XV  
COMMUNICATIONS**

**I. Purpose**

The Board of Education and the Association agree that the ultimate success of a professional employee is the mutual responsibility of the professional employee and the administration. Lines of communication shall be kept open to ensure every possibility of the professional employee's success.

**II. Procedure**

Upon request, the Association shall be placed on the agenda of regular Board meetings when said request is given within current Board time lines.

**ARTICLE XVI**  
**TEACHER OBSERVATION AND EVALUATION**

**I. Teacher Observations**

**A. Purpose of Observation**

1. The primary purpose of observing a professional employee is to improve the educational process of the school district and to ensure growth toward the highest professional competence on the part of each professional employee.
2. The secondary purpose of observing a professional employee is to provide the basis for a fair and equitable evaluation.

**B. Procedure**

1. All professional employees shall be notified by their building principals or immediate supervisors of the observation procedure in effect.
2. All monitoring or observation of the work performance of a professional employee or temporary professional employee shall be conducted with the full knowledge of the employee.
3. Authorized observers shall be as follows: Superintendent of the Schools, supervisor, or principal who has supervision over the work of the employee or temporary employee being observed.
4. In order to maintain consistency throughout the Burgettstown Area School District the following procedure for observations will be utilized:
  - a. All teachers who have not attained tenure will be included in the **Accountability Phase**. Teachers in this phase will be observed utilizing the clinical observation model of supervision. This will include a pre-observation conference, the classroom observation, and a post observation conference.
    - i. All observations will be conducted in the teacher's classroom.
    - ii. Supervisors may conduct multiple walkthroughs providing the teacher with positive feedback on what was observed in the walkthrough. Walkthroughs will not be a part of the formal observation process.
  - b. The remaining faculty will have the option to choose one of the following three observation forms for purposes of formal evaluation; however, all tenured faculty must include **Option I** at least once every five (5) years:

**Option I:** Accountability. This option will include a clinical classroom observation and may include either a pre-observation and/or post observation conference. Supervisors may also walkthrough such classrooms providing feedback to the teacher. A walkthrough will not be utilized for formal observation purposes.

**-OR-**

**Option II:** Growth and Development. This option will include a series on “**mini-observations**”. Classroom observations of this nature will consist of brief, abridged classroom visits. A pre-conference between the administrator and the teacher will determine the focus of the “**mini- observation**”. Up to six (6) “**mini-observations**” will be equal to one clinical observation.

**-OR-**

**Option III:** Culture of Discipline Phase – In this option tenured teachers will participate in one of the following professional development activities: National Teacher Certification initiative, graduate school, a partnership with other faculty member(s) (also in this phase) on a focused study group or another mutually agreed upon project. Supervisors may also do walkthroughs of these teachers; however, walkthroughs will not be utilized for formal observation purposes. Participation in the Culture of Discipline Phase must be mutually agreeable to both the professional employee and the immediate supervisor and superintendent.

Professional employees wishing to participate in the Culture of Discipline Phase must notify his/her immediate supervisor prior to the end of the school year for consideration for the following school year.

- c. On or before the first day of school, each teacher will notify the building principal, in writing, of his/her observation method option for the school year.
  - d. All final observations reports will be narrative in nature.
  - e. Whenever possible, the employee shall receive a copy of the final observation report within two (2) work days of the observation conference between the employee and supervisor.
  - f. At least one (1) day after receipt of the observation report, a conference shall be scheduled upon the request of either party and the employee shall be entitled to Association representation.
5. Any teacher with an unsatisfactory evaluation rating and on an improvement plan will be included in the **Accountability Phase**.

## **II. Teacher Evaluation**

### **A. Purpose of Evaluation**

The Association and the Board of Education agree that evaluation is a tool with which to ensure the establishment of a qualified, competent teaching staff.

### **B. Procedure of Evaluation**

1. Authorized evaluators shall be those listed in Section I, Subsection B-3 of this Article.
2. The PDE-5501 or an alternative form mutually agreed upon by the Association and the District shall be used for Level II certified teachers or those receiving Level I certificates prior to December, 2001. The PDE 426 and PDE 427 will be used for evaluation of teachers who hold Level I Certificates and were awarded the Level I Certificate after December 2001.
3. Evaluation forms shall reflect only a satisfactory or unsatisfactory rating for all professional employees.
4. No unsatisfactory rating shall be valid unless signed by the Superintendent.
5. When an employee is observed by more than one administrator, the evaluation of that employee shall be based on all observations.
6. Employees shall receive a copy of the evaluation form at least ten (10) work days prior to the end of the school year.
7. Upon receipt of an unsatisfactory evaluation, the employee may request, and shall be granted, a conference with the Superintendent.
8. The results of all evaluations shall be kept in confidence except as may be required in appropriate administrative, grievance, arbitration or court proceedings.

**ARTICLE XVII**  
**ACADEMIC FREEDOM**

**I. Academic Freedom**

Professional employees in the exercise of their freedom of speech may introduce controversial material or express personal opinions in classroom presentations on all matters relevant to the course content provided that in doing so, the professional employee:

- A.** Indicated that said expression is his/her own personal opinion and that he/she does not speak for or on behalf of the District or its representatives.
- B.** Does so without materially interfering with the requirements of the appropriate discipline or with the rights of others.
- C.** Shall at all times reflect professional stature and objectivity.
- D.** Allows for the expression of contradictory opinions, if any, of the District, Administration, staff, and members of the Board of Education, teachers, or students.
- E.** Academic freedom does not preclude the teacher from teaching the district approved curriculum.

**ARTICLE XVIII**  
**COMPLAINT PROCEDURE**

**I. Procedural Requirements**

Any complaints regarding a professional employee made to any member of the Administration or Board of Education by any parent, student, or other person, excluding Administrators and Board members, which does or may influence evaluation of an employee shall be handled as a confidential matter and shall be processed according to the informal procedure outlined below:

- A. The employee shall have the right to Association representation at any meetings or conferences regarding such complaint.
- B. Should the employee choose representation other than the Association, an Association representative shall be entitled to attend all meetings or conferences regarding the complaint.

**II. Informal Procedure**

**A. Step 1**

The immediate administrative supervisor shall meet with the professional employee to apprise him/her of the full nature of the complaint and shall attempt to resolve the matter informally provided that the professional employee involved has received prior notification that said meeting concerns a possible complaint.

**B. Step 2**

In the event a complaint is not resolved to the satisfaction of all parties, the professional employee may request a conference with his/her principal or administrative supervisor and the complainant to attempt to resolve the complaint. If the complaint is not resolved as a result of such conference or if no mutually acceptable conference can be agreed upon, the complaint shall move to Step 3.

**C. Step 3**

If the Superintendent or his/her designee, after conferring with all available parties, is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the professional employee the Superintendent shall forward his/her recommendation, in writing, to the Board and to each party concerned, within fifteen (15) days.

**D. Step 4**

In the event the complaint is not resolved to the satisfaction of all parties concerned, the complaint shall be referred to the Board by the Superintendent and/or Meet and Discuss for further consideration.

**E. Step 5**

If the complaint is not resolved, the professional employee may present his/her position to the Board. The Board shall not act on the complaint other than to dismiss, or withdraw the complaint from the employee's records. Should the Board desire to take any disciplinary action against the professional employee, said action must be handled through the formal hearing procedure of this Agreement.

**ARTICLE XIX**  
**EDUCATIONAL ADVISORY COMMITTEE**

**I. Organization**

- A.** The voting membership of the Educational Advisory Committee shall consist of four (4) representatives of the Administration, two (2) members of the Board of Directors, nine (9) members of the professional staff of the Burgettstown Area School District.
- 1.** The Administrative and Board representatives shall be appointed by the Board of Directors in the spring of each school year.
  - 2.** The representatives of the professional staff shall be elected by their peers to serve a two (2) year term such that one-half of the membership's terms expire each year.
    - a.** Representatives of the professional staff shall be elected to represent:
      - 1.** Two (2) regular teaching staff- primary
      - 2.** Regular teaching staff- intermediate
      - 3.** Regular teaching staff- middle grades
      - 4.** Two (2) regular teaching staff- senior high school
      - 5.** Special education teaching staff
      - 6.** Two (2) Special areas- elementary/secondary
    - b.** In the event the representative positions from the professional staff are not filled by the defined distribution, members of the professional staff may be chosen by the co-chairs.
- B.** The Educational Advisory Committee shall be structured on the one-person/one vote principle with only those members designated as "voting members" having the right to vote. The association president shall serve as ex-ficio (non-voting).
- C.** Additional members may be included on the Educational Advisory Committee as "non-voting" members.
- D.** The members of the Educational Advisory Committee shall elect co-chairpersons at the first meeting of each school year- one chairperson to represent the district and one to represent the professional staff.
- E.** The co-chairpersons of the committee shall be responsible for calling meetings and for setting the agendas for the meetings.

**II. Subjects for Discussion**

- A.** Subjects of Discussion for the Educational Advisory Committee shall include all matters pertaining to the educational programs, curricula, and any other area that is mutually agreeable to the District and the Association.
- B.** It is agreed that these discussions are to be held to promote a better educational program and that if the Committee recommends actions, the parties will make every reasonable effort to implement them.

**III. Reimbursement**

- A.** Members of the Educational Advisory Committee shall be reimbursed for all meetings held after normal work hours in accordance with the curriculum development pay as stipulated in Article XXXV of this Agreement.

**ARTICLE XX**  
**MEET AND DISCUSS**

**I. Philosophy**

The Association and the District agree that matters of mutual concern exist in the district which are better pursued through the procedure of "Meet and Discuss" as set forth in Act 195 and court and Pennsylvania Labor Relations Board decisions related thereto. It is the desire of both parties that this procedure will provide an opportunity to seek in good faith, through meaningful discussions, fair and reasonable solutions to problems within the District which may or may not be the subject of the negotiation process.

**II. Teacher-Administrative Liaison Committee**

- A.** The vehicle for the "Meet and Discuss" process shall be the Teacher-Administration Liaison Committee which shall be comprised of at least four (4) representatives of the District, two (2) of whom shall be members of the Board of Education, and four(4) representatives of the Bargaining Unit, one (1) of whom shall be a member of the Association.
- B.** Meetings of the Teacher-Administration Liaison Committee shall be held within two (2) weeks of request by the Association and/or the District. This time period shall not be extended except by mutual agreement, in writing, by both parties.
- C.** Meetings shall be held to review and discuss local school problems and practices and to play an active advisory role in the revision or development of school policies.

**III. Committee Decisions**

- A.** If, after careful evaluation of all facts presented and discussed by the Teacher-Administration Liaison Committee, no satisfactory decision is reached by said committee, then it shall be the responsibility of the committee to present all facts to the Board for final action.
- B.** Prior to the Board meeting following the "Meet and Discuss," one (1) representative of the Board of Education and one (1) representative of the Association shall report the findings of the Teacher-Administration Liaison Committee to an assembly of the Board of Education members.
- C.** The decision of the Board of Education on said matters shall be final and not subject to the grievance procedure or arbitration.

**ARTICLE XXI**  
**CLASSROOM CONTROL AND DISCIPLINE**

**I. Responsibilities**

The definition of duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and made available to all professional employees through their immediate supervisor.

**II. Referrals**

When a student's behavior becomes so disruptive that it interrupts the educational process, the professional employee may request in writing a meeting with the immediate supervisor, parents, and/or other personnel. The principal shall arrange a meeting within five (5) school days provided the professional employee has a documented discipline log.

**III. Alternative Education Program**

**A. Suspensions Up to Ten Consecutive Days**

To provide an effective education program for students suspended from the regular classroom situation with the Burgettstown Area School District, professional employees shall be required to provide said students with classroom assignments for a period up to ten (10) consecutive days. Professional employees shall not be required to provide such information for a longer period than ten (10) consecutive days.

**B. Homebound Instruction (More than 10 consecutive days)**

The Association shall provide the District with a list of homebound instructors and shall update that list on a periodic basis. The District shall fill all requests for homebound instruction from that list on a rotating basis. Remuneration for such homebound instruction shall be in accordance with the rate listed in Article XXXV of this Agreement.

Should there be no volunteers on the Association list for a particular assignment, the District shall in its sole discretion select an instructor.

**ARTICLE XXII**  
**PROTECTION OF STUDENTS, TEACHERS, AND PROPERTY**

**I. Safe Working Conditions**

- A.** Professional employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety.
- B.** In case of emergency in any particular building which requires early dismissal of students, the teachers of that particular building will not be required to remain in the affected building.
- C.** When students must remain in the building due to an emergency situation, all professional employees shall remain with the students until the employee is released by the administration. Appropriate compensation will negotiated with the Association.

**II. Bodily Injury**

**A. Reasonable Force**

A teacher may use reasonable force as is necessary to protect him/her from attack, to protect another person or property, to quell a disturbance threatening physical injury to others or to obtain possession of weapons or other dangerous objects upon the person, or to win control of the pupil.

**B. Assault**

- 1.** When absence or disability arises out of or from assault, where the professional employee is not at fault, the employee shall suffer no loss in wages or other benefits set forth in this Agreement.
  - 2.** Employees shall immediately report, in writing, to their principal or appropriate supervisor, all cases in connection with their employment involving threatened or actual infliction of bodily injury and/or damage to the district property or that of any person.
- C.** Upon request, the District shall provide the Association with information relevant to the acts of violence committed on its premises.

**ARTICLE XXIII**

## EVALUATION OF STUDENTS

### **I. Grades**

- A.** No grades or teacher evaluation of a student shall be changed, or promotion or retention be effected without consultation between the teacher or teachers involved, the teachers at that grade level, the immediate supervisor, the guidance counselor and all relevant specialists.
- B.** The professional employee shall not assume the responsibility for changes in grades/evaluations effected by the District.

### **II. Grade Level**

- A.** No changes in grade level placement which would affect the grade evaluation of a student shall be effected without prior consultation between the teacher or teachers of the student and the immediate supervisor, the guidance counselor and all relevant specialists.
- B.** The professional employee shall not assume the responsibility for changes in grade level placement of students effected by the District.

### **III. Testing**

- A.** Professional employees who wish to have a student evaluated shall submit that student's name to the appropriate guidance counselor.

**ARTICLE XXIV  
PROFESSIONAL RECOGNITION**

**I. District Responsibilities**

The Administration and the Board of Education of the Burgettstown Area School District recognize the teachers of the Burgettstown Area School District as professionals.

**II. Professional Responsibilities**

When professional employees are serving in the capacity as representatives of the District or are in a supervisory capacity over district students, they are expected to present themselves as professional in both appearance and demeanor. As such, professional employees shall dress in a professional manner during the school day unless activities scheduled (field trips, field days, “blue and white days”, etc.) warrant dress other than what is deemed appropriate professional attire. To that extent, dress for professional staff members shall comply with the following guidelines:

Male Professional Staff:		Female Professional Staff:	
<b>Acceptable:</b> Suits / Sport coats Long / short sleeved dress shirts Dress Slacks Dress Shoes Sweaters Collared golf shirts Casual (non-denim) slacks	<b>Unacceptable:</b> Jeans “T” shirts Flannel shirts Sneakers Shoes without socks Sweatshirts Shorts	<b>Acceptable:</b> Dresses Skirts Shirts, blouses Suits Dress slacks Sweaters Casual (non-denim) slacks	<b>Unacceptable:</b> Jeans Sneakers Jogging Suits Sweatshirts Shorts

Slovenly attire or attire that is too short, too tight, too revealing or ill-fitting will be deemed unacceptable for both male and female professional staff members.

Recommended attire for physical education staff in addition to acceptable dress listed above shall include running / jogging suits, sweat suits, shorts and sneakers.

**III. Qualifications**

**A. Certification**

All professional employees hereafter employed by the Burgettstown Area School District shall have earned an Instructional certificate designated as Level I or Level II.

**B. Individual Contracts**

The employment of professionals outside the bargaining unit to co-curricular positions shall be governed by the provisions of this Agreement and all provisions contained herein shall apply to the professional employee.

## **EDUCATIONAL CONFERENCES AND CONVENTIONS**

### **I. Definitions**

#### **A. State, National, or Regional Conferences/Conventions**

1. State, national or regional conventions shall include all conventions/conferences of an educational nature held on the state, national, or regional level.
2. Registration forms shall be a means of determining the difference between a convention/conference and a workshop.

### **II. Approval**

#### **A. Requests Within the Specified Guidelines**

1. Professional personnel may be granted a leave of absence with pay for conventions/conferences that fall within the specified guidelines, provided that the application is submitted no later than two weeks prior to the Board work-session to be placed on the meeting agenda.
2. If the Superintendent recommends approval of a request, he/she shall immediately forward it to the Board for action. If the request is denied by the Superintendent, the employee may appeal to the Board for reconsideration.

#### **B. Requests Not Within the Specified Guidelines**

1. If the nature of the convention/conference, travel distance, time or cost seems to be out of the ordinary, the request shall be taken to the Board of Education for ruling.
2. The Board of Education shall approve/disapprove the request at its next scheduled meeting after the application for the convention/conference has been submitted, provided that it is submitted no later than two weeks prior to the work session in time to be placed on the meeting agenda.

### **III. Eligibility**

#### **A. Department/Grade Restrictions**

1. Attendance at state, national, or regional conference/conventions shall be approved in accordance with the following guidelines:
  - a. Approval for any given state or national conference shall be Limited to a maximum of four (4) participants per any given conference.

- b. Professionals who teach in more than one department or subject area shall be limited to attendance at conferences/conventions in only one area in any given year.
- c. The District may, at its discretion, increase the number attendees at any conference/convention.

## **B. Maximums**

1. Convention/conference approval shall be limited to a maximum of thirty (30) professional staff members per year.
2. This maximum may be extended at the discretion of the Board of Education.
3. Leaves of absences to attend conventions/conferences shall not exceed three (3) consecutive days away from the classroom. The professional employee may, however, extend this period of time with the use of personal days only when the registration form identifies the conference or convention as exceeding three (3) consecutive work days. Under no circumstances shall the maximum number of expended days exceed five (5) as provided in Section V-A of this Article.
4. The District shall limit participation by professional employees to biannual attendance of conferences with similar course content.
5. This restriction may be waived by the district upon recommendation of the superintendent.

## **IV. Application Procedure**

### **A. Forms**

1. Convention/conferences requests shall be applied for on the proper District form.
2. Requests shall be submitted in sufficient time to allow for Board approval prior to the registration deadlines.
3. Request forms shall be accompanied by a copy of the convention conference form if it is available, or a copy of the advanced flyer or mailing announcing the convention/conference.
4. Each professional employee shall accompany the convention/conference request with a brief written explanation of how the conference content will benefit the District and/or

the professional development of the individual or the department he/she will represent at the conference/convention.

5. Failure to comply with the application procedures is sufficient cause for refusal of permission for professional to attend the conventions/conferences.

#### **B. Approval**

1. It shall be the responsibility of the person making the request to present the appropriate forms to his/her immediate supervisor for submission to the superintendent. Incomplete forms will be returned to the employee to be completed prior to approval.
2. If the Superintendent's recommendation is to approve the request, it shall be placed on the agenda of the next Board of Directors meeting for Board action.

#### **V. Reimbursement for Expenses**

- A. Maximum approved expenditures shall be one hundred (\$100.00) dollars per day. Maximum number of expended days shall be five (5). All expenses shall be accompanied by an itemized receipt to be eligible for reimbursement.
- B. In addition, the District shall reimburse the participant for the full cost of the convention/conference basic registration fee.
- C. Travel costs in addition to the one hundred (\$100.00) dollars shall be based on the maximum state mileage reimbursement rate. Individuals shall be paid the maximum state mileage reimbursement rate per mile if private transport is used; however, only one individual may submit travel reimbursement request. Travel reimbursement shall be limited to a radius of five hundred (500) miles from Burgettstown, Pennsylvania. Reimbursement for travel by plane shall be limited to a maximum of three hundred fifty (\$350.00) dollars per attendee.
- D. When attendance at a conference/convention is requested by the administration, the district will reimburse all reasonable expenses as long as they are accompanied by itemized receipts.

#### **VI. Reports**

- A. Each professional employee who is granted permission to attend a convention or conference may be required to make a presentation to appropriate staff members for an In-Service or Act 80 Day on information obtained at the conference or convention.
- B. At the request of the Superintendent, a professional employee who attends a conference/convention at the expense of the district shall be required to make a brief presentation

regarding the merits of the conference or convention to the Board of Directors at a Board work session.

**ARTICLE XXVI**  
**EDUCATIONAL IMPROVEMENT**

**I. District Commitment for Educational Workshops**

- A.** The Board of Education agrees to pay the full cost of tuition and other expenses incurred in connection with any workshops, seminars, in-service training sessions or other sessions which a professional employee requests to attend and receives approval by the Board.
- B.** The Board of Education agrees to cooperate with the Association in arranging in service courses, workshops, conferences, and programs designed to improve the quality of instruction.
- C.** The Board of Education agrees to purchase the necessary books, materials, and equipment for use by professional staff for professional development and educational improvement. The Board shall provide adequate space for housing said books, materials and equipment in a single location in each building.
- D.** Nothing contained herein shall restrict the administration from requesting professional employees to attend workshops or seminars that may be of educational benefit to the District.

**ARTICLE XXVII**  
**UNPAID LEAVES OF ABSENCE**

**I. Leave Benefits**

For the duration of this Agreement, the following benefits shall remain in effect for all leaves contained within this Article XXVII.

**A. Duration of Leave**

Unless otherwise stipulated in this Agreement, the professional employee shall have the right to continue all contractual benefits at his/her own expense for the period of the leave. This shall be done through the Business Office of the Burgettstown Area School District.

**B. Return from Leave**

1. Upon return from leave, the professional employee shall be returned to the same teaching position that he/she filled prior to the leave. Should that position no longer exist because of a shift or decline in student enrollment, the professional employee shall be placed in a substantially equal position to the one he/she held prior to the leave. Said placement shall be in accordance with contract language governing seniority and transfer of professional employees.
2. Upon return from an unpaid leave of absence, all unused accumulated sick leave, sabbatical leave eligibility, and seniority rights shall be restored; furthermore, the professional employee shall be credited with any seniority accrued during the leave up to a maximum of one (1) year.
3. Upon return from leave, the professional employee shall be placed on the next step of the salary scale as if he had worked for the period of time of the leave.

**II. Unpaid Personal Leave**

- A. Any professional employee of the Burgettstown Area School District with a minimum of two (2) consecutive years of service shall be eligible for an additional leave day in one (1) year under the following conditions:
  1. All benefits shall remain in force for the day of extended leave.
  2. Seniority rights shall continue to accrue

3. Retirement may be paid by the professional employee to satisfy the requirements for one year of retirement credit.

**B. Extended Unpaid leave**

Any professional employee with a minimum of two (2) consecutive years of service shall be eligible for a single additional unpaid leave of absence for a minimum of one nine weeks grading period and a maximum of one full year.

1. The duration of the leave shall fall within a single school year.
2. Leaves of less a full year shall begin and end with one of the nine weeks' grading periods.
3. For the duration of the leave, the professional employee may participate in the district's insurance programs by remitting premiums for each program to the district's business office.
4. Employees shall not accrue salary scale entitlements for the time on the extended unpaid personal leave under this subsections II-B.
5. For extended unpaid leaves of one full year, employees will not earn district seniority however, for extended unpaid leaves of less than one full year district seniority will continue to accrue.
6. Such leave must be requested at least 30 days prior to the commencement date of the leave.

**III. Professional Study**

A leave of up to one (1) year shall be granted for any professional employee with five (5) years of service within the District for the purpose of study at an accredited college or university.

**IV. Child Rearing Leave**

A one (1) year unpaid child rearing leave shall be granted to employees upon request. The length of said leave shall not exceed one (1) year, except when a child rearing leave ends during an academic semester. In said circumstances a leave extension shall be granted at the request of the employee not to exceed the end of the academic semester during which the leave would normally have expired.

- A.** The professional employee shall provide the superintendent with a minimum of sixty (60) days notice at the beginning of said leave and a minimum of twenty (20) days notice at the end of such leave so that there is a minimum of detriment to the education of the children and a consideration of fairness to substitute employees and administrators.
- B.** All professional employees, both male and female, shall be eligible for this leave. It is understood and agreed that anyone on child rearing leave shall spend normal working hours in the actual function of child rearing.

**V. Extended Leave Due to Illness or Disability**

- A.** A professional employee 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 for up to two full semesters without pay and without benefits except for the privilege of participating in the Blue Cross/Blue Shield and other insurance benefits contained in this Agreement available to the professional staff.
- B.** The District will pay the premium expenses for one semester covering the Blue Cross/Blue Shield program and the full cost of the group life insurance plan for the period of the professional employee's approved absence. The premiums for all other insurances shall be borne by the professional employee.
- C.** A leave granted for a full year shall not be granted more than once over a five year period for the same illness per professional employee.

**VI. Extended Bereavement Leave**

When the death of a member of a professional employee's immediate family creates extenuating family circumstances, the professional employee may request from the Board of Education, an unpaid leave of absence of up to one full year.

**ARTICLE XXVIII  
PAID LEAVES OF ABSENCE**

**I. Leave Benefits**

For the duration of this Agreement, the following benefits shall remain in effect for all leaves contained within this Article XXVIII.

**A. Duration of Leave**

1. For the duration of a paid leave, a professional employee shall receive his/her full entitled contracted salary (with the exception of sabbatical leave) and shall be credited with full retirement benefits.
2. All contractual benefits shall remain in effect for professional employees during a paid leave of absence.

**B. Return from Leave**

1. Upon return from a paid leave of absence, professional employees shall be credited with any seniority which had accrued during the leave.
2. The professional employee shall be returned to the same position he/she filled prior to the leave of absence.
3. Professional employees shall be placed on the same step of the salary scale as they would have been if they had taught for the period of their leave of absence.

**II. Illness and Disability**

**A. Sick Leave**

1. On the opening of the school year, each professional employee shall be credited with sick leave as follows:
  - a. 1 to 10 years of service                      10 days
  - b. 11 to 20 years of service                      11 days
  - c. 21 years or more of service                      12 days
2. Any portion of unused sick days of the professional employee shall be accumulated from year to year without limitation.

3. Up to 5 (five) days of annual sick leave may be used to care for a sick child, spouse or parent.
4. Use of sick days for purposes other than recovery from an illness or medical condition or for the care of a child, spouse, or parent in accordance with number 3 (above) may result in disciplinary action

### **III. Extended Illness Restrictions**

#### **A. Medical verification of Illness and/or recovery from Illness**

1. For absences of four (4) or more consecutive days due to illness, the employee shall be required to provide a doctor's verification of illness. Said verification shall be provided to the district central office no later than two days after the employee's return to work.
2. For absences of ten (10) days or more of consecutive days due to illness or recovery from an illness, the employee may be asked to provide a complete medical report from a doctor stating that the employee is able to return to work and the effective date for the return.
3. Should an illness or recovery from an illness extend beyond fifteen (15) consecutive days, the district may request that the employee provide bi-weekly status reports from his physician.

#### **B. Non-emergency surgery**

1. In the event that an employee must schedule a surgery (other than emergency surgery) during the school year, the employee shall notify the district in advance of the need for sick leave.
2. Examples of such requests shall include – but not limited to: surgical recovery, maternity leave, cardiac rehabilitation, scheduled surgery, diagnosed medical condition recovery (i.e. chemotherapy), non-work related accident recovery.
3. Cosmetic procedures which are not deemed medically necessary by a physician, shall not be eligible for extended use of sick leave days.

### **IV. Misuse of sick leave - Establishing a pattern**

- A.** In the event that the district has reason to believe that a professional employee has established a pattern in his/her use of sick leave, the district shall notify the employee of its suspicion.
- B.** Once an employee is notified that a pattern has been established, the district has the right to investigate the use of subsequent days of sick leave.

### **V. Bereavement Leave**

Bereavement leave is afforded to professional employees for the purposes of attending to matters directly related to the death of a member of the employee's family. This may include, but not be limited to, making funeral arrangements, attending viewings, funerals, internments, private graveside services or memorial services. Bereavement leave shall be granted in accordance with the following guidelines:

### **A. Immediate Family**

1. Professional employees shall be granted five (5) consecutive calendar days' leave (excluding weekends and holidays) without loss of salary or benefits in the event of a death in the immediate family. Such leave shall be granted contingent upon the fact that one of five (5) days (excluding weekends and holidays) is the day of the death or the funeral/internment. In the event that the date of death, the funeral/internment, and/or the memorial service are not contiguous days, the employee may (with notification to the District) separate the days. The request for such division of days shall be granted provided that appropriate documentation is provided to the district.
2. Immediate family shall be defined as: parent, grandparent, child, grandchild, spouse, brother, sister, parent-in-law, a near relative who resides in the same household, or any person with whom the employee has made his home.

### **B. Near Relative**

1. Professional employees shall be granted three (3) consecutive calendar days' leave (excluding weekends and holidays) without loss of salary or benefits in the event of a death of a near relative. Such leave shall be granted contingent upon the fact that one of three (3) days (excluding weekends and holidays) is the day of the death or the funeral/internment. In the event that the date of death, the funeral/internment, and/or the memorial service are not contiguous days, the employee may (with notification to the District) separate the days. The request for such division of days shall be granted provided that appropriate documentation is provided to the district
2. Near relative shall be defined as: aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or first cousin.

### **C. Funeral Days**

Professional employees shall be granted one (1) day leave without loss of salary or benefits to attend funerals in the event of a death of any of the following: grandmother-in-law, grandfather-in-law, spouse's aunt, uncle, or first cousin.

### **D. Additional Time for Travel**

When additional time is needed for travel to and/or from a funeral, the Superintendent shall approve up to one (1) additional day for travel each way without loss of salary or benefits for the professional employee.

### **E. Verification**

The District shall, upon request, receive printed verification of the need for bereavement leave. Such verification may be in the form of an obituary, mass card, or similar form of proof.

## **VI. Sabbatical Leaves**

Any professional employee of the Burgettstown Area School District shall be granted a sabbatical leave of absence in accordance with the following provisions as authorized by the Public School Code:

### **A. Eligibility**

1. Any professional employee with ten (10) years of service, at least five (5) of which shall be consecutive years of service within the District shall be eligible for a sabbatical leave.
2. Sabbatical leaves shall be granted for the purpose of restoration of health or for study, and may be granted for any other reason with the approval of the District.
3. Professional employees shall be entitled to subsequent sabbatical leaves after each succeeding seven (7) years of service.

## **B. Regulations**

### **1. Application**

Professional employees shall apply for sabbatical leaves on the proper form, a copy of which is attached to this Agreement.

### **2. Duration**

Professional employees may apply for sabbaticals of one-half (½) school year, or one (1) full school year. Sabbaticals extending over two separate school terms may be used only for restoration of health.

## **C. Restrictions**

### **1. Study**

- a. Sabbatical leaves for the purpose of study may include study in programs offering at least nine (9) credits hours per semester; programs in the continuation and/or completion of graduate or post graduate degrees; or programs of a non-credit nature which may lead to a specialization in a particular skill or area.
- b. Upon completion of a sabbatical leave for study the professional employee shall submit a report indicating the nature of the courses completed and the possible benefits of said courses to the employee and the employer.
- c. When a program of study requires courses or practicum that occurs in two separate school years, the staff member may petition the Board of Directors for approval of a split sabbatical for educational purposes.

### **2. Restoration of Health**

- a. The District may require a certificate of substantiation from the employee's physician specifying the nature of the illness; however, it is further understood that all information concerning the health of a professional employee shall be handled as confidential information by the Burgettstown Area School District.
- b. The District may request a periodic update of the physician's report, but shall require no more than one report for each nine (9) week period of the sabbatical leave.

## **VII. Personal / Emergency Days**

## **A. Personal Days**

1. Professional employees shall be granted up to two (2) personal days which shall be taken in no smaller units than one-half (½) day in accordance with the following guidelines:
  - a. A minimum of three (3) days' prior notice shall be provided to the district when requesting the use of personal days. In extenuating circumstances, and only with the approval of the superintendent, the three days' notice may be waived.
  - b. No more than five percent (5%) of the professional staff in a given building will be approved to use personal days on any given day. In extenuating circumstances, and with the approval of the superintendent, additional staff persons may be approved for the use of personal days even though 5% of the professional staff in the building has already been approved.
  - c. Personal days may be requested as soon as the Board adopts the school calendar.
  - d. Personal days will be approved on a first-come; first-served basis
  - e. An updated calendar of unavailable days for additional personal leave will be made available in each building office on a monthly basis.
2. Unused personal days in a given year may be rolled over to the following year such that no more than a total of four (4) personal days may be credited to an employee in any given school year.
3. Employees may elect to roll over unused personal days in accordance with section A-2 or to convert unused personal days into sick leave days.
4. Unused personal days may be converted the following year to the employee's accumulative sick leave allowance without remuneration.
5. Two (2) personal days may be used to extend a vacation or holiday in accordance with sections A-1 (a, b) of this article

## **B. Emergency Days**

1. Professional employees shall be granted one (1) emergency day in accordance with the following guidelines:
  - a. Emergency days shall be used in lieu of a personal day in emergency situations where a three day prior notice to the district is not possible.
  - b. Emergency days shall not be accumulated as emergency days; however, unused emergency days may be converted to sick leave at the end of the year and added to the employee's accumulative sick leave allowance without remuneration.
  - c. A professional employee may elect to convert his/her emergency day to a personal day by notifying the district office. Emergency days converted to personal days may be used in accordance with Section A of this article.
  - d. Emergency days shall not be used for open house except in cases of extenuating circumstances and then only with the approval of the superintendent.

## **VIII. Legal Leave**

Any professional employee subpoenaed to appear in a Court of Record or to appear as a witness for the District in a Court of Record shall be paid the difference between his per diem salary and the amount of compensation for such duties. This time shall not be considered part of the employee's personal leave or sick leave. This paragraph shall not apply to a professional employee initiating litigation against the District.

**IX. Jury Duty**

In order to ensure no loss of income due to jury service, employees will be compensated at the difference between the amount paid by the county and/or federal district and the employee's regular salary. The professional employee shall continue to receive his salary from the District and shall submit to the Business Office all payments received from the county and/or federal district.

**X. Afternoon Leave**

Providing that he/she is not assigned to other duties, a professional employee may leave school after his/her last class is dismissed without reduction in pay to attend classes or seminars.

**XI. Military Leaves**

Military leaves of absence shall be granted in accordance with the provisions as outlined in the School Code of 1949, as amended.

**XII. Paternity/ Parental Adoption Leave**

Professional employees shall be granted a paternity and/or adoption leave of one (1) day and shall suffer no loss of sick and/or personal leave days. Any additional days needed for each incident of paternity/adoption shall be personal and/or unpaid leave days.

**ARTICLE XXIX**  
**WORKERS' COMPENSATION**

- I.** Professional employees absent due to injury compensable under the Workers' Compensation Law shall be granted a leave of absence with full pay or compensation benefit only as provided herein:
- A. Option I**  
Absence shall not be charged against the employee's accumulated sick leave and he/she will not be reimbursed by the District for the difference between his/her daily contracted salary and the Workers' Compensation benefit.
- OR**
- B. Option II**  
Absence shall be charged against an employee's accumulated sick leave with a portion of his/her sick days deducted daily in an amount to pay the difference between the sum of Workers' Compensation benefit and the employee's daily contracted salary.
- II.** In the event and when the employee's sick days are exhausted the District will pay the difference between the sum of Workers' Compensation benefit and the employee's daily contracted salary until the end of the fiscal year (July 1 to June 30), unless amended by law.

**ARTICLE XXX**  
**TUITION REIMBURSEMENT**

- I.** Upon recommendation of the Superintendent, the District will reimburse each professional employee in the amount of 75% of the tuition for:
  - A.** Graduate courses taken at an accredited college in a teacher's present teaching area.
  - B.** Graduate / Undergraduate courses germane to the teacher's field of teaching which aid him/her in his/her teaching duties and for which college credit is awarded.
  
- II.** Upon recommendation of the Superintendent, the District will reimburse each professional employee in the amount of 100% of the tuition for:
  - A.** Courses taken at the request of the District in preparation for administrative certification.
  - B.** Courses taken at the request of the District to obtain an additional certification that is necessary to fill a position.
  
- III.** Upon recommendation of the Superintendent, the District will reimburse each professional employee in the amount of 50% of the cost / tuition for:
  - A.** Intermediate Unit courses for which the professional employee has received prior approval of the superintendent.
  
- IV.** Reimbursement for professional employees shall not exceed two thousand five hundred (\$2,500.00) dollars for each professional employee per year.
  
- V.** The final grade for the courses must be a "B" or better or "pass" to qualify for reimbursement.
  
- VI.** Reimbursement of expenses shall be made within one month following the verification of grade and expenses by the professional employee.
  
- VII.** Professional employees will not be compensated for any courses taken beyond a Masters Degree or Equivalency except those as stipulated in Sections I, II or III of this Article.
  
- VIII.** Professional employees with a Masters Equivalency who are enrolled in an approved Masters program shall be reimbursed in accordance with the stipulations of this Article until completion of said Masters program.
  
- IX.** This provision shall be applicable only for courses taken after permanent certification has been obtained.
  
- X.** For budgetary purposes, documentation must be provided to the district office prior to registration for

courses to be eligible for reimbursement.

**ARTICLE XXXI  
HEALTH CARE**

**I. Health Care Plan**

**A. Hospitalization Insurance**

1. All professional employees will be provided Select Blue, Blue Cross-Blue Shield Point of Service Program -- Intermediate Unit #1 High Option Select Blue Program, or an equal plan, in accordance with the following:

*2006-07: Dr. Visit co-pay \$10; prescription \$5/\$15; no premium share*

*2007-08: Dr. Visit co-pay \$10; prescription \$5/\$15; \$12.50 single/\$25 family per month*

*2008-09: Dr. Visit co-pay \$10; prescription \$5/\$15; \$12.50 single/\$25 family per month*

*2009-10: Dr. Visit co-pay \$10; prescription \$5/\$15; \$15.00 single/\$35 family per month*

*2010-11: Dr. Visit co-pay \$10; prescription \$5/\$15; \$20.00 single/\$40 family per month*

2. Description of Benefits

- a. Each member of the bargaining unit shall be provided an updated description of all health care benefits at least once every two years.
- b. Members enrolled in the POS shall be provided with updated lists of Primary Care Physicians as they are provided to the District by BC/BS. (At least once a year).
- c. Whenever any changes in coverage are provided by the insurance carrier, such changes shall be provided in writing to all members of the bargaining unit as soon as the District is notified of such changes.
- d. Should an employee elect not to participate in the Health Care plan, the district will make a direct contribution of two-hundred fifty dollars (\$250) per month to an annuity program agreed upon by the District and the Association in the name of the individual employee.

**II. Dental Plan**

- A. The District shall provide a Basic Family Dental Plan with a prosthodontics rider for all members of the bargaining unit.

- B. Each bargaining unit member shall complete a form provided by the employer to indicate the coverage desired and will be responsible for updating this when the employee's circumstances change in any way that may affect his/her coverage schedule.

### **III. Vision Insurance**

The District shall provide all members of the bargaining unit with a family vision insurance plan. The plan shall be the PSEA Health and Welfare Program. The cost shall not exceed ten (\$10.00) dollars per month per individual during the life of this Agreement.

### **IV. Life Insurance**

The District shall provide a Group Term Life And Accident Insurance policy of twenty-two thousand (\$22,000.00) for each year of this Agreement for each member of the bargaining unit.

**ARTICLE XXXII  
SALARY PROGRAM**

**I. Salary Schedules**

Salary schedules effective with the beginning of each of the school years, 2006-07, 2007-08, 2008-09, 2009-10, and 2010-11 are contained within this Article XXXII.

**II. Placement on Scale**

**A.** Vertical placement on the salary scale shall be determined by the step upon which the professional employee was placed when he/she was hired. Professional employees shall move one step for each year of service in the district with the exception of those employees on Step 22 of the salary scale.

Only credits earned after the professional employee had received his/her initial teaching certification will count will count toward horizontal movement on the salary scale.

**B.** Once a professional employee has attained horizontal placement on the salary scale, he/she shall not be removed from that placement because of either a voluntary or involuntary change in teaching assignment within the bargaining unit positions.

**C.** The maximum number of steps on the salary scale in any given year is 22.

**III. Method of Payment**

**A.** Each professional employee covered by the provisions of this Agreement shall receive his/her annual salary in substantially equal payments, one (1) every other Friday.

**B.** If a normal payday falls during a vacation period, professional employees shall be paid on the last day of school prior to the first day of the vacation period.

**C.** If a professional employee so desires, upon written request to the Superintendent, he/she shall receive his/her salary for June, July, and August in the first June payment.

**IV. Equivalency**

It has been, and shall continue to be, that the definition of Master's Equivalency in the Burgettstown Area School District shall be thirty (30) approved credits beyond the Bachelor's Degree.

**V. Longevity**

The School District agrees to pay a four hundred (\$400.00) dollar longevity bonus to all teachers who attain twenty (20) years of service and another four hundred (\$400.00) dollar longevity bonus upon attainment of twenty-five (25) years of service. Professional employees shall receive payment of said bonus during the school year in which they attain the applicable longevity. Only service in the Burgettstown Area School District shall count, and all bonuses shall be outside the salary scale.

**SALARY SCHEDULE  
2006-07 SCHOOL YEAR**

STEP	NON-DEGREE BACHELORS	MASTERS MASTERS' EQUIV.	MASTERS + 15  MASTERS IN FIELD	MASTERS + 30  MASTERS IN FIELD + 15 CREDITS IN FIELD	MASTERS IN FIELD + 30 CREDITS IN FIELD
1	30000	30600	30900	31200	31500
2	30600	31200	31500	31800	32100
3	31600	32200	32500	32800	33100
4	32600	33200	33500	33800	34100
5	34045	34645	34945	35245	35545
6	36250	36850	37150	37450	37750
7	39255	39855	40155	40455	40755
8	41250	41850	42150	42450	42750
9	44250	44850	45150	45450	45750
10	44810	45410	45710	46010	46310
11	45640	46240	46540	46840	47140
12	46380	46980	47280	47580	47880
13	47850	48450	48750	49050	49350
14	49075	49675	49975	50275	50575
15	50325	50925	51225	51525	51825
16	51575	52175	52475	52775	53075
17	53000	53600	53900	54200	54500
18	55000	55600	55900	56200	56500
19	56000	56600	56900	57200	57500
20	57000	57600	57900	58200	58500
21	58200	58800	59100	59400	59700
22	61200	61800	62100	62400	62700

**SALARY SCHEDULE  
2007-08 SCHOOL YEAR**

STEP	NON-DEGREE BACHELORS	MASTERS MASTERS' EQUIV.	MASTERS + 15 MASTERS IN FIELD	MASTERS + 30 MASTERS IN FIELD + 15 CREDITS IN FIELD	MASTERS IN FIELD + 30 CREDITS IN FIELD
1	30253	30853	31153	31453	31753
2	30653	31253	31553	31853	32153
3	31653	32253	32553	32853	33153
4	32653	33253	33553	33853	34153
5	34098	34698	34998	35298	35598
6	36303	36903	37203	37503	37803
7	39308	39908	40208	40508	40808
8	41303	41903	42203	42503	42803
9	44303	44903	45203	45503	45803
10	44863	45463	45763	46063	46363
11	45693	46293	46593	46893	47193
12	46433	47033	47333	47633	47933
13	47903	48503	48803	49103	49403
14	49128	49728	50028	50328	50628
15	50378	50978	51278	51578	51878
16	51628	52228	52528	52828	53128
17	53253	53853	54153	54453	54753
18	55003	55603	55903	56203	56503
19	56103	56703	57003	57303	57603
20	57503	58103	58403	58703	59003
21	58503	59103	59403	59703	60003
22	63003	63603	63903	64203	64503

**SALARY SCHEDULE  
2008-09 SCHOOL YEAR**

STEP	NON-DEGREE BACHELORS	MASTERS MASTERS' EQUIV.	MASTERS + 15 MASTERS IN FIELD	MASTERS + 30 MASTERS IN FIELD + 15 CREDITS IN FIELD	MASTERS IN FIELD + 30 CREDITS IN FIELD
1	30792	31392	31692	31992	32292
2	31292	31892	32192	32492	32792
3	31697	32297	32597	32897	33197
4	32697	33297	33597	33897	34197
5	34142	34742	35042	35342	35642
6	36347	36947	37247	37547	37847
7	39352	39952	40252	40552	40852
8	41347	41947	42247	42547	42847
9	44342	44942	45242	45542	45842
10	44902	45502	45802	46102	46402
11	45732	46332	46632	46932	47232
12	46472	47072	47372	47672	47972
13	47942	48542	48842	49142	49442
14	49167	49767	50067	50367	50667
15	50417	51017	51317	51617	51917
16	51667	52267	52567	52867	53167
17	53292	53892	54192	54492	54792
18	55042	55642	55942	56242	56542
19	56142	56742	57042	57342	57642
20	57542	58142	58442	58742	59042
21	60042	60642	60942	61242	61542
22	64642	65242	65542	65842	66142

**SALARY SCHEDULE  
2009 – 10 SCHOOL YEAR**

STEP	NON-DEGREE BACHELORS	MASTERS MASTERS' EQUIV.	MASTERS + 15  MASTERS IN FIELD	MASTERS + 30  MASTERS IN FIELD + 15 CREDITS IN FIELD	MASTERS IN FIELD + 30 CREDITS IN FIELD
1	31109	31709	32009	32309	32609
2	32109	32709	33009	33309	33609
3	32609	33209	33509	33809	34109
4	32760	33360	33660	33960	34260
5	34209	34809	35109	35409	35709
6	36409	37009	37309	37609	37909
7	39409	40009	40309	40609	40909
8	41409	42009	42309	42609	42909
9	44409	45009	45309	45609	45909
10	44959	45559	45859	46159	46459
11	45784	46384	46684	46984	47284
12	46499	47099	47399	47699	47999
13	47999	48599	48899	49199	49499
14	49186	49786	50086	50386	50686
15	51109	51709	52009	52309	52609
16	51709	52309	52609	52909	53209
17	53209	53809	54109	54409	54709
18	55009	55609	55909	56209	56509
19	56309	56909	57209	57509	57809
20	58109	58709	59009	59309	59609
21	61923	62523	62823	63123	63423
22	66109	66709	67009	67309	67609

**SALARY SCHEDULE  
2010-11 SCHOOL YEAR**

STEP	NON-DEGREE BACHELORS	MASTERS MASTERS' EQUIV.	MASTERS + 15 MASTERS IN FIELD	MASTERS + 30 MASTERS IN FIELD + 15 CREDITS IN FIELD	MASTERS IN FIELD + 30 CREDITS IN FIELD
1	32101	32701	33001	33301	33601
2	32601	33201	33501	33801	34101
3	33351	33951	34251	34551	34851
4	33851	34451	34751	35051	35351
5	34201	34801	35101	35401	35701
6	36381	36981	37281	37581	37881
7	39376	39976	40276	40576	40876
8	41376	41976	42276	42576	42876
9	44376	44976	45276	45576	45876
10	44901	45501	45801	46101	46401
11	45751	46351	46651	46951	47251
12	46491	47091	47391	47691	47991
13	47971	48571	48871	49171	49471
14	49151	49751	50051	50351	50651
15	51201	51801	52101	52401	52701
16	51651	52251	52551	52851	53151
17	53001	53601	53901	54201	54501
18	55001	55601	55901	56201	56501
19	57101	57701	58001	58301	58601
20	59601	60201	60501	60801	61101
21	62751	63351	63651	63951	64251
22	67761	68361	68661	68961	69261

**ARTICLE XXXIII**  
**RETIREMENT SEVERENCE**

**I. Restrictions**

- A.** To be eligible for the following severance benefits, the employee must be at least fifty (50) years of age and must have at least twenty-five (25) years of service in the Burgettstown Area School District.
- B.** The employee must retire under the provisions of the Public School Employee's Retirement System.
- C.** The employee shall not be eligible for permanent disability retirement.
- D.** The employee shall notify the District of his/her intent to retire at least six (6) months prior to the effective date of the retirement.
- E.** An employee who notifies the District two (2) years in advance of his/her intent to retire at the conclusion of the second year shall be placed on the top step of the salary scale for the two years prior to retirement provided that the employee does not apply for a sabbatical leave of absence during those last two years.

Said employee shall submit to the District a letter of intent to retire on the specified date and shall sign an agreement with the District to that intent.

**II. Compensation**

**A. Service Award**

Employees shall receive a one-time payment of one hundred and ten (\$110.00) dollars for each year of service to the Burgettstown Area School District.

**B. Reimbursement for Unused Sick Leave**

Professional employees shall receive an additional payment of thirty-five (\$35.00) dollars per day for each day of his/her accumulated sick leave up to one-hundred (100) days; fifty (\$50.00) dollars per day for each day of accumulated sick leave from one-hundred one (101) to two-hundred (200) days, and seventy-five (\$75.00) dollars for each day of accumulated sick leave above two-hundred (200) days.

**C. Payment Options**

Upon notification to the district of his/her intent to retire, the professional employee must identify a payment option for entitled severance benefits from the following three options:

**Option 1:** Payment in full of all severance benefits in a single check at the end of the month following retirement

**-OR-**

**Option 2:** Payment of one-half (½ ) of all severance benefits in a single check at the end of the month following retirement and payment of one-half (1/2) of all severance benefits at the end of January following retirement

**-OR-**

**Option 3:** Payment in full of all severance benefits in a single check at the end of January following retirement

**III. Benefits**

- A.** The District shall pay the cost of participation in its Blue Cross/Blue Shield health insurance plan or an equal plan for eligible retirees to a maximum of two thousand five hundred (\$2,500.00) dollars per year.
  
- B.** Retired employees shall be provided the opportunity to participate in all other fringe benefits by submitting the cost of the premiums to the Business Manager of the Burgettstown Area School District provided that the carriers of said benefits permit participation of retirees.

**ARTICLE XXXIV**  
**LONG TERM SUBSTITUTES**

For purposes of this Article, a long-term substitute position shall be defined as a position of 1 (one) full semester or more.

**I. Full-Year Employment**

Substitutes hired to fill positions of one (1) full year shall be provided the following salary and benefits for the period of employment:

- A. Base salary of nineteen thousand five hundred (\$19,500.00) dollars.
- B. Health Care Insurance for the employee, with the option of paying for family or dependent coverage at his/her own expense.
- C. Sick leave and personal leave as per professional agreement.

**II. Semester Employment**

Substitutes hired to fill positions of one semester shall be provided the following salary and benefits for the period of employment:

- A. Base salary of nineteen thousand five hundred (\$19,500.00) dollars.
- B. The option of participating in Health Care Insurance at the employee's expense.
- C. Pro-rated sick leave and personal leave as per professional agreement.

**III. Seniority for Substitute Positions**

Any "long-term" substitute who has worked two (2) sequential semesters and has received satisfactory observations in each of them shall accrue bargaining unit seniority under the professional agreement and shall be entitled to any additional "long-term" substitute work available thereafter.

**IV. Additional Provisions**

- A. Available "long-term" substitute work will be assigned as above according to certification, and will be assigned upon notification of leave by the bargaining unit member taking the leave.
- B. Available "long-term" substitute work shall be assigned equally among those "long-term" substitutes who acquire seniority rights according to certification. When two (2) sequential semesters of leave are requested by a bargaining unit member, one "long-term" substitute will be assigned to the two-semester position.
- C. Long term substitutes shall be observed by their immediate supervisors for a minimum of two (2) times per school year.

**ARTICLE XXXV  
EXTRA-CURRICULAR ACTIVITIES**

**I. Definitions**

Any activity requiring time in excess of the length of the school day as stipulated in this Agreement shall be considered an extra-curricular activity.

**II. Extra-Curricular Positions**

- A.** All extra-curricular positions are one-year positions and may be declared vacant by the Board of Directors at the end of the season / year.
- B.** All extra curricular activities shall be voluntary and the regular teaching staff of the Burgettstown Area School District will have priority over candidates outside the bargaining unit if credentials are similar.
- C.** When vacancies occur, except in cases of emergency, vacancies shall be posted on the bulletin board provided for as stated in this Agreement at least two (2) weeks before the position is to be filled if sufficient time permits. The notice shall name the proper administrator to contact for additional information. In the event of vacancies occurring during the summer months, the President of the Association shall be notified of said vacancy at least one month prior to the filling of the vacancy.
- D.** Persons hired for extra duty positions must be qualified as set forth in the job description of the positions.

**III. Wages and Hours**

- A.** All new extra-curricular activities instituted by the Board of Education shall have salaries negotiated at the time of institution.
- B.** When any coaching position for a start-up, non-conference sport becomes a full-time coaching position in a conference sport, the salary for said position shall be renegotiated to conform with coaching salaries in all other sports with a comparable, conference season.
- C.** Extra-curricular salaries are paid to compensate employees for performance of duties outside of the normal work hours. Extra-curricular salaries shall fairly compensate employees based upon the number of after-school hours, games and/or performances, and the number of students to be supervised in the activity. Coaches and/or activity sponsors may be required to justify their salaries upon district request to the Association. Failure to justify the salary in light of the aforementioned stipulations may result in a salary adjustment to ensure equity among all coaches and/or sponsors.
- D.** Extra-curricular activities not mentioned in this section, but which are ongoing at the time of ratification of this agreement, shall be negotiated in the area of salary at the request of the Association and/or Board and shall become part of this provision.

- E.** All persons involved in extra-curricular activities shall be placed on the step of the extra curricular scale in the calendar year in which they were hired.
- E.** Salaries for extra-curricular positions shall be paid either in a lump sum at the conclusion of the season/activity or shall be incorporated as part of the regular bi-monthly salary.
  - 1.** Arrangements for the method of payment desired by the sponsor shall be made no later than four (4) weeks prior to the beginning of the activity/season.
  - 2.** If the employee fails to designate preference of payment, a lump sum payment shall be made at the conclusion of the activity/season.
- G.** Professional employees shall be eligible to attend conferences and workshops relative to their extra-curricular activities. Approval for athletic workshops/conferences and allocation of monies for reimbursement of expenses shall be the responsibility of the Board. These conferences/workshops shall be in addition to any academic or professional conference for which the professional employee is entitled.

**IV. Conditions of Employment**

- A.** Professional employees, upon volunteering and accepting an extra-curricular position must submit written notification of their resignation sixty (60) days prior to the effective date of the resignation.
- B.** Nothing contained herein shall be construed to prohibit or interfere with the Board of Directors' authority to abolish any extra-curricular position.
- C.** Cheerleading sponsors shall be responsible for providing adult supervision for all cheerleading activities, including practices.
- D.** All club sponsors shall receive a base rate as listed in the extra-curricular salary schedule. Those clubs engaged in two or more nonprofit activities, excluding trips, shall be granted an additional fifty (\$50.00) dollars.
- E.** All coaches engaged in scouting shall be reimbursed for mileage as per state rate and shall receive an additional scouting stipend as identified in the extra-curricular salary schedule. A maximum of two coaches shall be permitted to scout each event.
- F.** The hourly rate for summer recreation shall be paid to a maximum of six hundred (\$600.00) dollars per school year.

**V. Salary Schedule**

The salary schedule for extra-curricular activities for the school years 2006-07, 2007-08, 2008-09, 2009-10, and 2011-12 are an appendix to this Agreement.

**ARTICLE XXXVI**

## **EXTRA DUTY SERVICES**

### **I. Definition**

All positions involving time and/or supervisory responsibilities not required of a regular professional employee but which are inherently related to the total educational program shall be considered extra duty services.

### **II. Extra Duty Positions**

- A.** All extra duty positions shall be voluntary and the regular teaching staff of the Burgettstown Area School District shall have priority over candidates outside the bargaining unit if credentials are similar.
- B.** When vacancies occur, except in cases of emergency, vacancies shall be posted on the bulletin boards for Association use at least two (2) weeks before the positions are filled, if sufficient time remains.
  - 1.** The notices shall name the proper administrator to contact for additional information.
  - 2.** In the event of vacancies occurring during the summer months, the President of the Association shall be notified at least one (1) month prior to the filling of the vacancy.
  - 3.** Notification of vacancies occurring during the summer months shall be sent to the professional staff in their next paycheck or District mailing.
  - 4.** Persons hired for extra duty positions must be qualified as set forth in the job description of the positions.

### **III. Wages and Hours**

- A.** All wages and salaries for extra duty positions shall be in excess of the professional employee's salary as set forth in this Agreement.
- B.** Extra Duty Services not mentioned in this Article, but which are ongoing at the time of ratification of this Agreement shall be negotiated in relation to salary and job description at the request of the Association and/or the Board and shall become a part of this provision.
- C.** All new extra duty positions initiated by the Board shall have salaries negotiated at the time of institution.
- D.** The salary schedule as set forth in this Article shall cover salaries for the school years: 2006-07, 2007-08, 2008-09, 2009-10, and 2001-11. Extra duty salaries appear as an appendix to this Agreement.

#### **IV. Conditions of Employment**

- A.** Professional employees, upon volunteering and accepting an extra duty position must submit written notification of their resignation within sixty (60) days of the effective date of the resignation.
- B.** Nothing contained herein shall be construed to prohibit or interfere with the Board's authority to abolish any position for the duration of this Agreement for justifiable reasons.

#### **V. IEP's**

Professional employees (other than special education teachers) who are required to create documentation, meet with parents or special education personnel/supervisors regarding the writing, approval, or implementation of IEP's and/or ERs, shall be provided with time to perform the duties during the regular school day. If the professional employee is required to perform these duties outside the regular school day hours or in lieu of his/her planning time, remuneration shall be in accordance with Article XXIV of this agreement.

#### **VI. Cafeteria Supervision**

##### **A. Assigned Cafeteria Duty**

- 1.** Cafeteria duty shall be a voluntary duty consisting of two (2) volunteers per lunch period; however, in the event that sufficient cafeteria supervision is not provided by volunteers, the administration reserves the right to assign two (2) professional employees to cafeteria duty in lieu of a regularly scheduled teaching/duty period at a rate of twelve (\$12.00) dollars per period.
- 2.** The assigned employee's teaching schedule shall maintain a regularly scheduled preparation period and a thirty (30) minute duty free lunch period as mandated in Article XI of this Agreement.

#### **VII. Teacher Induction Program**

Teachers who actively serve as mentor teachers in the Teacher Induction Program shall be paid at the end of each year as listed in extra duty salaries in the appendix to this agreement.

**ARTICLE XXXVII**  
**NO STRIKE / NO LOCKOUT**

Both parties agree to faithfully abide by the provisions of the Public Employee Relations Act, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that the members of the bargaining unit will not engage in a strike (as that term is defined in Act 88) during the term of this Agreement, and the Board pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

**ARTICLE XXXVIII**  
**SEPARABILITY**

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

**ARTICLE XXXIX  
RENEGOTIATION AND MODIFICATION**

**I. Renegotiation**

**A. Negotiation of a Successor Agreement**

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 both parties.

**B. Printing Agreement**

1. Copies of this Agreement shall be printed at the expense of the Board of Education after agreement with the Association on format within thirty (30) days after the Agreement is ratified by both parties. Under no circumstances shall this period of time exceed thirty-five (35) days after a tentative agreement is reached by both parties.
2. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the District. Thirty (30) additional copies shall be presented to the Association upon completion of the printing of the Agreement.

**II. Modification**

**A. Procedure**

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

**B. Amendments**

The Board and the BAEA agree to modify existing language that is impacted upon by changes in state laws and regulations in such areas to include, but not be limited to, Special Education, Staff Development and Teacher Induction in accordance with Section II-A of this Article. The Board and the BAEA also agree to modify existing language that is impacted upon by changes in regards to Itinerant Professional Employees. An Itinerant Professional Employee shall be defined as a professional employee whose instructional responsibilities are divided among more than one (1) building in the school district.

**ARTICLE XL**  
**CLOSURE**

The parties agree that this contract constitutes the entire understanding between the parties, and that no changes or amendments shall be made to this contract except by an instrument, in writing, mutually agreed to and signed by both parties.

**ARTICLE XLI**  
**NOTICE**

Whenever any special notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by telegrams, certified letter, or registered letter to the following addresses:

**Association to Board of Education:**

Board of Education  
Burgettstown Area School District  
Administration Office  
100 Bavington Road  
Burgettstown, Pennsylvania 15021

**Board to Association:**

Home address of the current President

**ARTICLE XLII  
DURATION OF AGREEMENT**

**I. Effective Date**

This Agreement shall be effective as of July 1, 2006 and shall continue in effect until June 30, 2011 (Date of Expiration), subject to the Association's right to negotiate over a successor agreement as provided in Article XXXIX of this Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated

**II. Authorization**

**IN WITNESS WHEREOF** the Association has caused this Agreement to be signed by its President and attested by its Secretary, and the Board of Education has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, this 10<sup>th</sup> day of July, 2006 as agreed to on the 19<sup>th</sup> day of June, 2006 in the negotiated Agreement between the Burgettstown Area School District and the Burgettstown Area Education Association.

BURGETTSTOWN AREA EDUCATION ASSOCIATION      BURGETTSTOWN AREA SCHOOL DISTRICT  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
SECRETARY

BY: \_\_\_\_\_  
SECRETARY

**EXTRA CURRICULAR ACTIVITIES  
SALARY SCALE 2006-2011**

<b>Activity</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>	<b>2009-2010</b>	<b>2010-2011</b>
Band Director	5625	5779	5938	6101	6270
Assistant Band Director	3779	3883	3990	4100	4212
Band: Auxiliary	1947	2001	2056	2112	2170
Athletic Director	6478	6657	6840	7028	7221
Football (Head)	5192	5335	5482	5632	5787
Football (3 Varsity Assistants) ea.	3534	3631	3731	3833	3939
Football (2 Jr. High Assistants) ea.	3353	3445	3540	3637	3737
Boys' Basketball (Varsity)	5192	5335	5481	5632	5787
Boys' Basketball (JV)	3894	4001	4111	4224	4341
Boys' Basketball (9 <sup>th</sup> grade)	3353	3445	3540	3637	3737
Boys' Basketball (8 <sup>th</sup> grade)	2000	2055	2112	2170	2229
Boys' Basketball (7 <sup>th</sup> grade)	2000	2055	2112	2170	2229
Girls' Basketball (Varsity)	5192	5335	5481	5632	5787
Girls Basketball (JV)	3894	4001	4111	4224	4341
Girl's Basketball (9 <sup>th</sup> grade)	3353	3445	3540	3637	3737
Girls' Basketball (8 <sup>th</sup> grade)	2000	2055	2112	2170	2229
Girls' Basketball (7 <sup>th</sup> grade)	2000	2055	2112	2170	2229
Wrestling (Head)	5192	5335	5481	5632	5787
Wrestling (Varsity Assistant)	3894	4001	4111	4224	4341
Wrestling (2 Jr. High Assistants) ea.	3353	3445	3540	3637	3737
Baseball (Head)	3353	3445	3540	3637	3737
Baseball (Assistant)	2165	2224	2286	2349	2413
Softball (Head)	3353	3445	3540	3637	3737
Softball (Assistant)	2165	2224	2286	2349	2413
Track (Head)	3353	3445	3540	3637	3737
Track (3 Assistants) ea.	2165	2224	2286	2349	2413
Soccer (varsity)	2744	2820	2897	2977	3059
Soccer (JV)	2059	2116	2174	2234	2295
Soccer (8 <sup>th</sup> grade)	1000	1028	1056	1085	1115

Soccer (7 <sup>th</sup> grade)	1000	1028	1056	1085	1115
Cross Country	2744	2820	2897	2977	3059
Boys' Tennis (Head)	2744	2820	2897	2977	3059
Girls' Tennis (Head)	2744	2820	2897	2977	3059
Golf (Head)	2744	2820	2897	2977	3059
Volleyball (Varsity)	2744	2820	2897	2977	3059
Volleyball (JV)	2059	2116	2174	2234	2295
Volleyball (8 <sup>th</sup> grade)	1000	1028	1056	1085	1115
Volleyball (7 <sup>th</sup> grade)	1000	1028	1056	1085	1115
Cheerleading (Varsity)	1426	1465	1506	1547	1590
Cheerleading (JV)	664	682	701	720	740
Cheerleading (Junior High)	908	933	959	985	1012
Scouting	27	27	28	29	30
New Sport Start Up Coach	1000	1000	1000	1000	1000
Summer Weight Training	2303	2366	2431	2498	2567
Winter Weight Training	1087	1117	1148	1179	1211

<b>Non Athletics-based Extra-Curricular Activities</b>					
Department Chairpersons (5 or more staff in a department)	\$1,028 first year in position; \$1,387 each subsequent year				
Elementary Grade Level Representative	50% of Department Chairperson Rate				
Elementary Curriculum Representative	50% of Department Chairperson Rate				
Homeroom Mentors Advisor/Advisee	102	105	107	110	114
Network Manager (maximum of two)	3574	3672	3773	3877	3983
Student Council (Sr. High)	1037	1065	1095	1125	1156
Student Council (Jr. High)	648	666	685	703	723
ESALT	454	467	479	493	506
Heartwood Committee Chairperson	842	865	889	913	938
Heartwood Committee Co-Chairs (maximum of 2)	454	467	479	493	506
Heartwood Committee Members, ea.	102	105	107	110	113
Stage Crew Supervisor	479	492	506	519	534
Musical Director	2191	2251	2313	2376	2442

Musical Assistant	869	893	918	943	969
Non Musical Play	849	872	896	921	946
School Newspaper Advisor	514	528	542	557	573
Commencement / hour	22	22	23	23	24
Bus Chaperone	22	22	23	23	24
Jr. Class Sponsor / Prom	842	865	889	913	938
Sr. Class Sponsor	644	662	680	699	718
Dance Chaperone	26	26	27	28	29
Chorus	1905	1957	2011	2067	2123
Detention (After School) / hour	24	24	25	26	26
Saturday Detention / hour	25	25	26	27	27
Curriculum Development / hour	23	23	24	25	25
Induction Mentor year 1	514	528	542	557	573
Induction Mentor years 2 and 3	300	308	317	325	334
Induction Mentor (remedial)	300	308	317	325	334
Act 48 Chairperson / hour of preparation	26	26	27	28	29
Educational Advisory Committee	26	26	27	28	29
Educational Advisory Committee Co-Chair (1) / hour of preparation	26	26	27	28	29
Yearbook	2,982	3064	3148	3235	3324
Homebound Instruction / hour	26	27	28	29	30
Staff Development per hour	33	34	35	36	37
Tutoring (morning math, after school, classroom plus, credit & attendance recovery program, Saturday alternative program, etc.)	27	27	28	29	30
ESL instruction	27	27	28	29	30
Class Coverage / class	23	23	24	25	25
Sr. National Honor Society	486	499	513	527	542
Jr. National Honor Society	486	499	513	527	542
Community Service Club (i.e. LEO)	486	499	513	527	542
Clubs (In-school activities only)	102	105	107	110	113

**BURGETTSTOWN AREA SCHOOL DISTRICT**  
**100 Bavington Road, Burgettstown, Pennsylvania 15021**

**SABBATICAL LEAVE REQUEST**

**TO:** Burgettstown Area School District - Board of Education

**FROM:** \_\_\_\_\_

Position: \_\_\_\_\_

Building: \_\_\_\_\_

**SUBJECT:** Sabbatical Leave

1. It is requested that I be granted a Sabbatical Leave of Absence as authorized by the provisions of Section 1166 of the Public School Code of 1949 and in accordance with Article XXVIII of the current Professional Agreement.

2. The Sabbatical Leave of Absence is requested for one of the following periods:

\_\_\_\_\_ 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 leave begins \_\_\_\_\_ and ends \_\_\_\_\_.

(Please check proper line and enter dates.)

3. The Sabbatical Leave of Absence is requested for one of the following reasons:

\_\_\_\_\_ Restoration of Health

\_\_\_\_\_ Study

\_\_\_\_\_ Other

(Please check the proper blank.)

4. I hereby and herewith agree to return to service in the Burgettstown Area School District for a period of not less than one (1) year immediately after expiration of such sabbatical leave if the same be granted. I agree to refund the school all monies paid during the sabbatical leave, as well as monies paid to the School Employees Retirement Board on my behalf in the event this requirement is not met. If my leave is for less than one year's duration, I agree to return for a period of time equal in months to the months on leave.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

**GRIEVANCE REPORT - FORM I  
BURGETTSTOWN AREA SCHOOL DISTRICT**

**LEVEL I PRINCIPAL OR IMMEDIATE SUPERVISOR**

An aggrieved person or the Association must file his/her grievance within fifteen (15) work days of the incident or when the employee could reasonably have known of the incident.

**Grievance Number** \_\_\_\_\_

**Date Filed** \_\_\_\_\_ **with** \_\_\_\_\_ **/Initials**

**Grievant** \_\_\_\_\_

1. Date of Incident \_\_\_\_\_

2. Article(s) violated \_\_\_\_\_

3. Nature of Grievance \_\_\_\_\_

4. Summary Attached \_\_\_\_\_ yes \_\_\_\_\_ no

5. Relief Sought \_\_\_\_\_

\_\_\_\_\_  
**Grievant and/or Association** **Date**

**Disposition by Principal or Immediate Supervisor**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Principal/Supervisor** **Date**

**Response received on** \_\_\_\_\_ **by** \_\_\_\_\_ **/Initials**

**GRIEVANCE REPORT - FORM II  
BURGETTSTOWN AREA SCHOOL DISTRICT**

**LEVEL II SUPERINTENDENT**

An aggrieved person or the Association must file his/her grievance within ten (10) work days after receipt of the disposition at Level I.

If this level is to be the initial level of the grievance procedure, the grievance must be submitted within fifteen (15) work days of the occurrence of the incident or when the employee could reasonably have known of the incident.

**Grievance Number** \_\_\_\_\_

**Date Filed** \_\_\_\_\_ **with** \_\_\_\_\_ **/Initials**

**Grievant** \_\_\_\_\_

1. Date of Incident \_\_\_\_\_

2. Article(s) violated \_\_\_\_\_

3. Nature of Grievance \_\_\_\_\_

4. Summary Attached \_\_\_\_\_ yes \_\_\_\_\_ no

5. Meeting Requested \_\_\_\_\_ yes \_\_\_\_\_ no

6. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Grievant and/or Association** **Date**

**Disposition by Superintendent** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Superintendent** **Date**

**Response received on** \_\_\_\_\_ **by** \_\_\_\_\_ **/Initials**



**PAYROLL DEDUCTION AUTHORIZATION**

**Example I**

This is to authorize twenty (20) equal dues deductions and one (1) deduction for PACE from my Pay:

\_\_\_\_\_

In the amount of \_\_\_\_\_ and \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Example II**

Full payment of dues by September 30th of a given contract year.

I, \_\_\_\_\_, agree to pay the yearly Association Dues in full in one year payment by September 30th of each contract year, with the understanding that should I fail to do so the Board will be empowered to deduct the yearly Association dues from my earnings as in accordance with the Maintenance of membership provision.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## 403B Option in Lieu of Health Care Benefits

**Burgettstown Area School District  
100 Bavington Road  
Burgettstown, PA 15021**

“ \_\_\_\_\_ ”

In accordance with the collective bargaining agreements between the Burgettstown Area School District and the Burgettstown Area Education Association and the Burgettstown Area Educational Support Personnel Association, a professional employee or a twelve month para-professional employee may opt out of medical care benefits in return for a \$250 monthly donation to a 403B annuity fund of the employee's choosing from the following list: AIG Sunamerical Life Assurance Co., CitiStreet, Equitable/Equivest, Erie Insurance, The Hartford, Kades Margolis, Metropolitan Life, Oppenheimer Funds, Primarica Investor Services, Putnam, and Vanguard. At any time during the life of the collective bargaining agreement(s), should an employee need to have medical benefits, he/she shall be accorded this benefit upon notification of the district's business office.

---

Name: \_\_\_\_\_

I am requesting that my medical benefits be terminated as of \_\_\_\_\_ and that the Burgettstown Area School District make a donation of \$250/month into the following 403B annuity fund in my name. I understand that should I need medical benefits, the Burgettstown Area School District will enroll me in its medical insurance plan upon my request and that all donations to the 403B annuity will cease.

Name of Fund: \_\_\_\_\_ Account #: \_\_\_\_\_

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

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## ATTACHMENTS:

- Memorandums of Understanding
- Addendums