

A G R E E M E N T

Between

PENNSBURY SCHOOL DISTRICT

and

PENNSBURY EDUCATION ASSOCIATION

2005 - 2009



Fallsington, Pennsylvania

TABLE OF CONTENTS

ARTICLE I RECOGNITION.....	1
ARTICLE II SEPARABILITY.....	1
ARTICLE III CONSTRUCTION.....	1
ARTICLE IV VESTED BOARD AUTHORITY.....	1
ARTICLE V SCHOOL YEAR.....	2
ARTICLE VI NORMAL WORK DAY.....	2
ARTICLE VII TEACHER SCHEDULES AND PREPARATION/CONFERENCE TIME.....	3
ARTICLE VIII CLASS COVERAGE.....	5
ARTICLE IX AFTER-SCHOOL ACTIVITIES.....	7
ARTICLE X MEETINGS.....	7
ARTICLE XI IN-SERVICE PROGRAMS AND WORKSHOPS.....	8
ARTICLE XII SUMMER SCHOOL.....	9
ARTICLE XIII PUPIL PERSONNEL SERVICES GUIDE.....	10
ARTICLE XIV ABSENCE POLICY.....	10
ARTICLE XV SUPPLEMENTAL CONTRACT SCHEDULES.....	16
ARTICLE XVI SALARY PAYMENT METHOD.....	17
ARTICLE XVII SALARIES.....	17
ARTICLE XVIII TUITION REIMBURSEMENT.....	24
ARTICLE XIX RETIREMENT ALLOWANCE.....	25
ARTICLE XX INSURANCE PROGRAMS.....	25
ARTICLE XXI NON-REPRISAL.....	29
ARTICLE XXII STUDENT DISCIPLINE.....	29
ARTICLE XXIII TEACHER PROTECTION.....	30
ARTICLE XXIV PERSONAL PROPERTY FUND.....	31
ARTICLE XXV ASSIGNMENTS AND TRANSFERS.....	32
ARTICLE XXVI DUE PROCESS.....	34
ARTICLE XXVII REORGANIZATION.....	34
ARTICLE XXVIII RESIGNATIONS AND CONTRACT FULFILLMENT.....	35
ARTICLE XXIX GRIEVANCE PROCEDURE.....	35
ARTICLE XXX PROFESSIONAL STAFF COMMITTEE.....	39
ARTICLE XXXI DUES DEDUCTIONS.....	40
ARTICLE XXXII MAINTENANCE OF MEMBERSHIP.....	41
ARTICLE XXXIII ASSOCIATION RIGHTS AND PRIVILEGES.....	42
ARTICLE XXXIV ASSOCIATION BUSINESS.....	42
ARTICLE XXXV ASSOCIATION OFFICE LEAVE.....	43
ARTICLE XXXVI WAIVERS.....	43
ARTICLE XXXVII NO STRIKE/NO LOCKOUT.....	43
ARTICLE XXXVIII SUBSTITUTES.....	44
ARTICLE XXXIX REDUCTION IN FORCE.....	46
ARTICLE XL TEACHER INDUCTION.....	47
ARTICLE XLI CLASS SIZE.....	48
ARTICLE XLII DEMONSTRATION TEACHERS.....	48
ARTICLE XLIII TECHNOLOGY.....	49
ARTICLE XLIV INDEX.....	50
ARTICLE XLV DURATION AND TERMINATION.....	50
APPENDIX A.....	51

ARTICLE I
RECOGNITION

§1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.

§2. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated January 20, 1972, and Long-Term Substitutes, to the extent that Long-Term substitutes are recognized in Article XXXVIII herein.

ARTICLE II
SEPARABILITY

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person(s) or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other person(s) or circumstances where such other person(s) or circumstances are clearly not affected by the judgment, and shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

ARTICLE III
CONSTRUCTION

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of the School Code or any other statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

ARTICLE IV
VESTED BOARD AUTHORITY

§1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction. All policies must promote effective and efficient educational programs.

§2. The operation and management of the District and the directions of its staff are vested in the Board in accordance with the Pennsylvania School Code. In accordance with the Pennsylvania School Code, the Board has, among other things, the right to operate the District, to direct the working force, to select its supervisory personnel, to hire new Employees, to assign work and to discharge Employees for cause.

ARTICLE V
SCHOOL YEAR

§1. The school year shall consist of no more than 180 pupil days and 191 teacher days. If the school year is reduced below 180 pupil days by snow or emergency days, additional pupil days may be added to bring the total to 180 pupil days.

§2. Three (3) teacher days are to be used for professional staff development. Professional staff may elect to substitute, without pay, District-approved or District sponsored summer and weekend workshops or curriculum activities for any or all "trade days". Professional staff who complete said workshop days by June 30th of the school year will not be required to attend work on designated "trade days".

§3. Three (3) other teacher days shall be scheduled as follows: one (1) each after the first, second and third marking periods. These days will be used within District buildings for grade level, department or faculty meetings and for completing grades for the marking period. Any combination of grade level, department and/or faculty meetings will be limited to a total of one (1) hour.

§4. Four (4) teacher days shall be scheduled for workshops as part of the District's calendar creation process, and they shall be non-pupil days whose use shall be determined by the Administration. One (1) day will be used prior to the opening of school for classroom and curriculum preparation, two (2) days during the school year as determined by Administration and one (1) day after the last student day.

§5. The Administration and the Association shall schedule one (1) teacher day as part of the District calendar creation process. This day may be scheduled before, during, or after the school term. Use of the additional day will be determined jointly by the District and the Association. "Determined jointly" means that the District and Association may collaborate on the use of a whole day, or that the District and Association may elect to each determine the use of one-half (1/2) of the day.

ARTICLE VI
NORMAL WORK DAY

§1. The teacher's normal work day shall consist of seven and one-half (7-1/2) hours exclusive of before or after school meeting times, Monday through Friday.

§2. Effective with the 2006-2007 School Year, the student instructional day shall be increased by 10 minutes at each building level. The 10 minutes will be added to student schedules and will be part of the teachers' 7-1/2 hour workday. The Superintendent will issue a memorandum at the beginning of each year delineating starting and finishing times of each work day for each level (elementary, middle and secondary schools).

§3. Teachers shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association.

§4. If a building has scheduled marking period conferences for evening hours, such time will be considered part of the normal work day as defined in sections 1 and 2 above, and the daytime schedule on that day or an adjacent conference day will be reduced accordingly.

§5. Included in this time frame will be a thirty (30) minute duty-free lunch period.

§6. Different work schedules may be established on a District-wide basis for special job categories.

§7. Building level meetings will begin as soon as possible after the student day. Except under unusual circumstances, meetings will not be held on Friday or days preceding a holiday.

ARTICLE VII TEACHER SCHEDULES AND PREPARATION/CONFERENCE TIME

§1. The building Principal will divide the staff workload in as equitable a manner as possible.

§2. High Schools - Intensive Scheduling

A. A "teacher day" will consist of three (3) teaching periods, one duty-free preparation period equivalent in length to a teaching period, and a minimum thirty (30) minute duty-free lunch period. Except in isolated situations, principals will not request that teachers give up any portion of their preparation periods in order to provide class coverage for absent teachers. When possible, teachers will not be assigned three (3) consecutive teaching periods. However, it is understood that this will not be possible for all teachers.

Effective with the 2005-2006 school year, upon ratification of the Agreement, or as soon thereafter as is possible, two (2) weekly forty (40) minute EOP periods weekly will be part of the regular High School schedule in grades 9-12 for all teachers. EOP is not to be considered a "duty period" nor an extra period, and contacts made during EOP do not count toward the total contacts per day.

B. Of the three possible teaching assignments each teacher day, the number of different courses a teacher may be assigned to teach will not exceed two (2) during any marking period. A course is identified by a course number, e.g., 0230.

C. Rather than limiting the size of individual classes as provided in Article XLI, Class Size, it is agreed that teachers will not be assigned to teach more than eighty-four (84) students per teacher day. This provision shall supersede the provisions of Article XLI so long as intensive scheduling is in effect.

D. A teacher coordinator will be assigned to teach one or more classes each teacher day; the remainder of the day will be devoted to curriculum related matters and a preparation period (to be scheduled in accordance with Appendix A, Item P, Section 5). Of the three possible teaching assignments each day, teacher coordinators shall have the following number of semester length classes assigned to them, except for coordinators for guidance and school nurses, who have their duties adjusted so as to allow for the fulfillment of their duties as coordinators. (Two (2) marking period length classes equal one semester length class.)

Five (5) Teaching Assignments
(three one semester and two the other semester)

Business Education

Four (4) Teaching Assignments
(two one semester and two the other semester)

Family and Consumer Science
Foreign Language
Technology Education (Industrial Arts) Coordinator

Three (3) Teaching Assignments
(two one semester and one the other semester)

Art
Music

Two (2) Teaching Assignments
(one each semester)

Science	Reading
Social Studies	Math
English	

E. For teacher coordinators with three (3) or five (5) teaching assignments, the principal will take into account the coordinators' workloads when assigning the greater and lesser semester teaching loads.

F. Teachers will not be assigned "duty periods," e.g., cafeteria duty, study hall monitor.

G. Teacher coordinators at the elementary level will receive minutes equivalent to the high school schedule for the purpose of performing their coordinator duties.

H. There will be no layoffs of currently employed staff based upon the effects of unification as well as intensive scheduling.

I. There will be no increase in the length of the "teacher day," except as provided in the collective bargaining agreement.

§3. Middle school classroom teachers shall in addition to a thirty (30) minute duty-free lunch period have five (5) preparation/conference periods per week. Teachers shall use these periods for such preparation/conference and no other purpose. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose.

§4. Except in unusual situations, middle school classroom teachers will be assigned no more than two (2) different subject areas. A subject area shall be defined as an individual discipline such as language, science, social studies, mathematics.

§5. A normal daily classroom teaching load for middle school shall be five (5) teacher periods or equivalent modules.

§6. Elementary teachers shall, in addition to a thirty (30) minute duty-free lunch period, have preparation/conference time to no less than seventy (70) minutes per day on a five (5) day rotation. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose. Said preparation/conference time for elementary teachers shall be scheduled within the student day. Special area subjects will be placed on a five (5) day rotation.

§7. The District will attempt to provide that elementary teachers' preparation/conference time shall be scheduled in minimum time blocks of twenty (20) minutes.

§8. It is mutually agreed that the provisions of Section 7 of this Article shall neither cause nor justify any changes in staff level, whether by means of layoffs or new hiring.

ARTICLE VIII CLASS COVERAGE

§1. High School – Intensive Scheduling. In the event of the absence of a regular high school teacher from duty, where no substitute has been secured, the following sums for each half block covered will be paid to any bargaining unit member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per half block</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§2. Middle School. In the event of the absence of a regular middle school teacher from duty, where no substitute has been secured, the following sums for each period covered will be paid to any bargaining unit member performing the duties of the absent teacher, if such coverage results in the loss of the covering teacher's guaranteed preparation time during the week that the coverage occurs. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.

<u>Year</u>	<u>Rate per period</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§3. Elementary.

A. In the event a regular elementary classroom teacher is absent and no substitute has been provided, if the full class of the absent teacher is combined with another regular class, the teacher covering the double class shall receive compensation at the following rates per hour not to exceed the stated maximum for the full day. If the class is combined with more than one regular class, the teachers covering the combined classes shall share the applicable compensation equally.

<u>Year</u>	<u>Hourly Rate</u>	<u>Maximum Daily Compensation</u>
2005-2006	\$27.00	\$135.00
2006-2007	\$27.00	\$135.00
2007-2008	\$27.00	\$135.00
2008-2009	\$27.00	\$135.00

B. In the event an elementary special subject teacher (art, music, library or physical education) is assigned and scheduled to teach a regular elementary class and is absent and no substitute is provided, the regular classroom teacher covering the scheduled special period shall receive compensation at the following rates for such period if such coverage results in loss of the covering teacher's guaranteed minimum preparation time during the five or six day rotation that the coverage occurs. (See Article VII, §6). Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the minimum preparation time which is lost.

<u>Year</u>	<u>Rate per period</u>
2005-2006	\$27.00
2006-2007	\$27.00
2007-2008	\$27.00
2008-2009	\$27.00

§4. Assignment of Class Coverage. Class coverage will be assigned as equitably as possible. No employee shall have a right to be assigned to class coverage.

ARTICLE IX
AFTER-SCHOOL ACTIVITIES

§1. The one (1) mandatory after-school activity will be Back-to-School Night and/or Open House. In the fall, the staff in cooperation with the building Principal will determine the scope of this activity by building and establish a date upon which the activity will be held.

§2. All other after-school activities will be voluntary. If there are not sufficient volunteers, staff members will be assigned by the Principal of the building by alphabetical order on a rotational basis to the extent needed as determined by the building Principal and approved by the Superintendent. No staff member shall be involuntarily assigned to "crowd control" or Saturday night "Sports Night."

§3. The maximum number of after-school activities any staff member will be required to attend will be three (3).

§4. Staff members may request issuance of a picture identification card which will entitle each staff member who requests such a card, upon display, to free admission to after-school activities for which admission is charged and which involve school-sponsored performances by Pennsbury students. The preceding shall apply only to school sponsored activities which inure to the benefit of the Pennsbury Student Activity Fund. This section will not apply to "Sports Night" or to events which are conducted for the principal benefit of charities.

ARTICLE X
MEETINGS

§1. The number of meetings outside the teacher work day shall not exceed thirteen (13). Prior notification of at least one (1) week shall be given except in emergencies, and a basic agenda shall be provided at least two (2) days in advance. These meetings shall begin at the close of the teacher work day, except in the case of joint curriculum meetings which will begin at the earliest practical time as determined by the teacher's building assignment at the end of that day. Required attendance shall not exceed the first hour of any such meeting, except for District-wide two hour required attendance meetings. (See Article XI, Section 1-D).

§2. Additional emergency meetings, beyond the thirteen (13) described in Section 1 of this Article, shall be at the discretion of the District Superintendent.

§3. Except for emergency meetings, there will be no after-school meetings on Friday or the day prior to a holiday.

§4. Any building meeting outside the teacher work day at which building decisions are made or material discussed for which teachers will be responsible after the meeting shall not be considered a "voluntary" meeting. Such decisions or material are to be included in the agenda of a required meeting.

§5. Voluntary meetings are those which teachers attend based on their own needs. Such a meeting may be determined and scheduled by other teachers or by administration, but the announcement of the meeting must clearly designate that it is a voluntary meeting.

ARTICLE XI
IN-SERVICE PROGRAMS AND WORKSHOPS

§1. Workshops:

A. Teachers attending workshops during evenings, weekends, or after the end of the school year will be reimbursed for such attendance at the following rates:

<u>Year</u>	<u>Rate per Hour</u>
2005-2006	\$25.00
2006-2007	\$25.00
2007-2008	\$25.00
2008-2009	\$25.00

Teachers attending workshops whose length or number of teachers attending would make the payment of the workshop hourly rate prohibitive, with the result that the workshops would not be held, may be reimbursed by a stipend, provided that the stipend is in multiples of \$25 and is at least equal to \$50.

B. Teacher presenters at workshops shall be paid at two (2) times the rate for attendees. This payment will be made for presentation time only and does not include any preparation time.

C. No payments will be made by the District for workshops where salary credit, service component credit, or CPE credit (except as stated in Article XVIII, Section 4) is received or payment is received from another source. The District may, at its sole discretion, offer selected workshops for which the District waives the requirements of this section.

D. A one and one-half (1-1/2) or two (2) hour District-wide after school workshop may be designated a required teacher workshop, provided that the number of required meetings beyond the school day is reduced on the following basis: a one and one-half (1-1/2) or two (2) hour workshop equal two (2) required meetings. Such a workshop will last no more than two (2) hours. At least four (4) weeks notice must be given for such a workshop.

§2. In-Service Courses and Seminars:

A. The District and the Association recognize that In-service courses and seminars offered by the District may be valuable educational tools for maintaining and increasing staff efficiency. Therefore, conduct of such courses and attendance by teachers at such courses shall be encouraged by the District and the Association.

B. In furtherance of the preceding, the District may designate, in its discretion, courses and seminars for which credit for salary purposes shall be given. Individuals participating in such courses, when approved for such credit and so designated by the District after the normal work day, shall receive credits for salary purposes as follows:

6 hours - 1/2 credit
12 hours - 1 credit
24 hours - 2 credits
36 hours - 3 credits

C. All in-service seminars offered by the District may be submitted to the Pennsylvania Department of Education for the sole purpose of determining if the program is acceptable to be used by the individual staff member towards his/her state certification. All staff members will be notified by the District of the Department of Education's decision regarding such programs. Such submissions shall be determined by the District Superintendent.

§3. The District will continue to maintain the right to determine the payment of fees and other expenses for in-service that occurs during any released time. Such determination will be based on the availability of funds and the needs of the District. No teacher will have an inherent right to such payment or to such released time.

ARTICLE XII SUMMER SCHOOL

§1. In order to provide for personnel planning after the school term, the professional staff will receive adequate notice as to selection of summer school staff.

§2. The following guidelines are established:

A. Tentative selection of summer school staff will have been effected before the Easter vacation, but in no event later than April 15.

B. The notice for filing applications for consideration will be forwarded to all staff members in order to provide for timely submission of applications.

C. All inquiries will receive proper notice as to disposition of their applications as follows:

(1) Employment offers will be extended to those tentatively chosen for summer school positions.

(2) Two (2) alternates will be chosen for each position to provide for employment offer rejection, changes in enrollment and similar issues.

(3) Those who are selected will receive correspondence accordingly.

D. Selection for summer school staff will be based upon the following:

(1) PDE teaching certification as required.

(2) Successful teaching experience at appropriate levels and courses pertinent to the summer school program.

(3) Successful previous summer school teaching experience with consideration to recency of summer school experience and continuity of recent experience.

(4) Recommendations of the Summer School Director, appropriate building Principal(s) and appropriate Curriculum Coordinators.

E. The base salary for the general summer school teaching and Title I summer teaching positions will be \$3,844 for 2005 summer school; \$3,901 for 2006; \$3,960 for 2007 and \$4,019 for 2008 and 2009. This salary is based on a six (6) week period of four (4) hours per day. For greater or lesser teacher schedules, the salary shall be prorated.

F. Teachers employed in the in-District summer school program who have accumulated sick leave days may utilize up to two (2) of such days in cases of personal illness or injury. Use of such leave shall be subject to the general provisions of Article XIV, Absence Policy, and shall also be subject to the specific provisions of Section 13 of that Article.

ARTICLE XIII PUPIL PERSONNEL SERVICES GUIDE

§1. A list of all pupil personnel services vacancies with the number of extra days of service shall be announced on or before May 1 by memorandum to professional staff members covered by the Agreement.

§2. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall be contained in the memorandum. Applicants not selected will receive appropriate correspondence.

§3. Members selected to work beyond the established school year, excluding summer school, will be paid for days worked at a daily rate equal to 1/191 of their annual base salary as determined by the teacher's salary guide in effect. This payment is for work that has been board approved and which is a continuation of the bargaining unit member's regular assignment. This does not include summer school. Examples would be school psychologists, guidance counselors, etc.

§4. Starting and quitting times will be determined by the respective supervisors and the length of the work day will be governed by Article VI of this Agreement.

§5. Selection of individuals will be based upon experience, qualifications and service within the District.

ARTICLE XIV ABSENCE POLICY

§1. Guidelines

The Board and the Association agree that absenteeism presents a disruptive force to continuity of the educational program and that each teacher shall view attendance as a professional responsibility and it shall be encouraged by the Association.

A. All absences within the scope of this policy must first be approved by the immediate supervisor in order to receive salary payment. Such approval must be received prior to the absence except in cases of emergency.

B. Upon return to duties after an approved absence, and in cases of emergency without prior approval, each teacher shall complete the required absence form in order to ensure payment for such absence. The immediate supervisor will approve, if applicable, such absence and will forward the documentation to the Payroll Department for proper payment.

Documentation attesting to the reason for absence may be requested. Failure to provide such documentation will result in loss of pay for the period of absence.

C. If it is necessary for a teacher to be absent, he/she must inform the Substitute Teacher Coordinator of such absence as outlined in established building policies. Ample notification must be given in order to provide for a suitable replacement. Proper notification must be made of return to duty in order that the substitute may be so informed.

D. Absences beyond the provisions of this Agreement and extensions beyond accumulated allowable absence will require the approval of the Superintendent.

§2. Sick Leave and Personal Leave - Notification of Eligibility

By September 30 of each school year, teachers shall be notified in writing of the number of their accumulated sick leave and personal leave days, including days for the current school year.

§3. School Business Leave

A. School business leave, without loss of pay, may be granted for the following reasons with proper District approval:

- (1) Graduate comprehensive exams
- (2) Certification - required trip to Harrisburg
- (3) Professional meeting
- (4) School sponsored trips
- (5) Member of an evaluation team
- (6) Visitation to other schools
- (7) Community projects

B. Proper documentation must accompany the leave request.

§4. Military Leave of Absence/Military Reserve Duty Leave

Upon request, a military leave of absence up to four (4) years, unless extended by law, shall be granted to teachers immediately inducted into the Armed Forces of the United States. Reinstatement of such teachers released under honorable conditions will be made in accordance with the Veterans Reemployment Act. Employees, who are members of the military reserves or the Pennsylvania National Guard, shall be entitled to a leave of absence without loss of pay or benefits for up to fifteen (15) days per year while on state or federal military duty, except as otherwise provided by law. Military orders shall accompany requests for absence.

§5. Child Rearing Leave

A. An Employee who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child rearing leave of absence without pay.

B. An Employee who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the office of the District Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.

C. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.

D. Unless otherwise approved by the Board, all child rearing leaves shall be for at least one quarter (1/4) of a school year (ordinarily at least forty-five (45) days) and shall commence and terminate effective with the beginning of the quarterly marking periods as established at the secondary level for the school year involved. Child rearing leave must begin no later than one full quarterly marking period after the birth of the child, except that if a child is born during the fourth quarter, the child rearing leave must begin by the beginning of the first quarter of the following school year.

E. The maximum length of the leave on account of the birth or adoption of any one child shall be eight (8) quarters, in addition to any quarters of leave taken during the school year during which the leave is commenced. If an additional pregnancy occurs during this leave, and an additional continuous period of leave is requested, an extension shall be granted for a maximum of four (4) additional consecutive quarters.

F. Approval of a request for child rearing leave shall be granted by Board action and shall specify the period of the leave.

G. An Employee who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the office of the District Superintendent at least thirty (30) days prior to the new termination date requested. Reinstatement at an early termination date is contingent upon the existence of a vacancy for which the teacher is certified. A position which is filled by a long term substitute is not considered a vacancy for purposes of early termination.

H. An Employee who has been granted a child rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension to the office of the District Superintendent.

I. An Employee who has been granted a period of child rearing leave should give notice of intention to return to the office of the District Superintendent. If the approved termination date is at the conclusion of a fall quarter (the first or second quarter of the school year), notice should be given by September 15th; if the approved termination date is at the conclusion of a spring quarter, notice should be given by February 15th.

J. Upon termination of the leave the District shall reinstate the Employee to the position held prior to the leave, if available, or to a substantially equal position if such position is available. If such position is not available, the Employer may offer the Employee any other available position for which the Employee is qualified.

K. Employees on authorized child rearing leaves of absence without pay, pursuant to this Article, shall not be considered to be active Employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active Employees. Employees shall neither lose nor accrue seniority or salary step entitlement during the leave.

L. No Employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

M. Employees granted child rearing leave may be allowed to remain a member of District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to beginning of the child rearing leave. Because the District pays premiums one month in advance, the Employee must submit monthly premium payments to the Personnel Office at least one month in advance of the date that each premium payment is due.

N. The time limits expressed in this Section Five may be waived by written approval of the District Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

§6. Special Leave

A. A leave of absence without pay may be granted with the approval of the Superintendent for special reasons and not normally covered by the regular leave policy. Such special reasons would include election to state or federal legislative office, service to the government, upon request, for research projects and similar instances deemed appropriate by the District.

B. Individuals falling under this provision will continue to accumulate salary and allowable absence credits.

C. Assignments at time of reinstatement will be at the discretion of the District.

D. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

§7. Sabbatical Leaves of Absence

A. Sabbatical leaves of absence will be granted in compliance with the applicable sections of the School Code, as amended.

B. Request for such leaves will be submitted to the teacher's supervisor prior to March 1 of the current school year with proper documentation to substantiate this absence from duty. Such documentation shall include, but not limit itself to, evidence of acceptance at

educational institution(s) with specific course outlines, physician(s) statement(s) attesting to the need for rest and/or health restoration. For sabbatical leaves for professional development, the teacher must maintain a minimum course load, or the equivalent, of at least nine (9) credit hours per semester. At the discretion of the Superintendent, this may include, by way of example, research or writing of a doctoral dissertation.

C. While on sabbatical leave for professional development, progress reports will be submitted. One (1) report shall be submitted at mid-term to the Superintendent. Further, a final report in approved form will be submitted within thirty (30) days after the end of the leave. In cases of rest and health restoration, appropriate physicians' statements will be submitted as required.

D. While on sabbatical leave of absence, the teacher will not be engaged in any full-time remunerative employment without the permission of the District Superintendent.

E. Teachers on sabbatical leave will receive salary payments by the same method as full-time staff members. Exceptions to this method of payment will require the approval of the Superintendent.

§8. Jury Duty and/or Court Order Leave

A. The District will make salary differential payments to teachers required to serve jury duty. Differential payment will be the difference between normal base pay and jury duty pay during the period of leave.

B. No payment will be made for jury duty which falls within nonschool periods.

C. The teacher will furnish his/her supervisor with a copy of the court order or subpoena and a statement from the Clerk of the Court attesting to the amount of jury duty monies to be paid.

D. The above provisions shall also apply to absence for reason of subpoena except where the Employee is party to a suit, in which case there shall be no salary payment or differential. This paragraph shall not apply to situations where the provisions of Article XXIII, Teacher Protection, are applicable.

§9. Advanced Study Leave

A. Employees with five (5) years of successive teaching experience with the District may be granted an educational leave of absence without pay up to one (1) year to pursue graduate study at a recognized institution of higher learning.

B. Requests for leave shall be submitted by March 1 to the immediate supervisor who will process the leave order to obtain the necessary approvals. Documentation as to school registration shall accompany the request.

C. Salary credits shall be extended for this leave. Other benefits will be made as provided for in the State Code. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

D. Individuals granted such leaves must return to the District immediately upon expiration of the leave and shall serve in the District for at least one (1) year. The waiving of this provision will be at the discretion of the Board.

§10. Family Death

A. Whenever a teacher shall be absent from duty because of a death in the immediate family of said teacher, there shall be no deduction in salary for an absence up to five (5) days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household, or any person with whom the Employee has made his/her home.

B. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

§11. Family Illness Leave

Up to two (2) days' paid absence shall be extended to teachers who must be absent from duty to attend a member of the immediate family, as defined in Section 11.A. above, who is ill. For good cause shown, the District Superintendent shall allow an additional day of such absence. Such absences will be considered sick leave.

§12. Sick Leave

A. In any school year whenever a professional or temporary professional Employee is prevented by illness or accidental injury from following his or her occupation, the School District shall pay to said Employee for each day of absence the full salary to which the Employee may be entitled as if said Employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year-to-year in the School District of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Employee's salary shall be paid if the accidental injury is incurred while the Employee is engaged in remunerative work unrelated to school duties.

B. The term illness as used in this section shall, for the period of actual illness or disability, apply to and include pregnancy-related illness or disability. Leave for such illness or disability shall not be allowable nor paid for during any other period of absence or leave allowed or authorized under any other section of Article XIV of this Agreement.

§13. Personal Leave

A. Three (3) days of paid personal leave will be granted, with prior notification, to individuals who could not have conducted such personal affairs after school hours. Teachers will be expected to exercise professional judgment concerning the use of these days.

B. Formal notification in writing for personal leave shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the teacher in order to ensure proper payment.

C. Unused personal leave will not be cumulative. However, at the conclusion of each school year, unused personal leave shall be converted into unused sick leave and shall be credited to the teacher's accumulated unused sick leave.

D. Except upon good cause shown, personal leave shall not include days immediately preceding or following scheduled school vacations. Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit request the same day for personal leave, the earliest request(s) will be granted the day requested. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of this section, then the parties shall meet to resolve the questions involved.

§14. Sick Leave Bank

A sick leave bank, the operation of which shall be jointly administered by the District and the Association and governed by the regulations attached hereto as Appendix A, Section B, shall be available for members of the bargaining unit on a voluntary basis.

§15. Leave Pursuant to the Family and Medical Leave Act of 1993

Employees are entitled to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), pursuant to the conditions set forth in the District's policy implementing that Act. FMLA leave is not provided in addition to other leave available under this Article. Rather, it sets a minimum to the leave available to eligible employees for valid FMLA purposes. The District may require eligible employees who request FMLA leave to substitute leave to which they are otherwise entitled, as permitted by the District's FMLA policy. The District may designate any leave taken by an eligible employee for a valid FMLA purpose as FMLA leave.

ARTICLE XV
SUPPLEMENTAL CONTRACT SCHEDULES

A. Athletic, Elementary and General Supplemental Contracts

Athletic, Elementary and General Supplemental Contract positions are listed in Appendix B attached hereto. The compensation rates for each school year shall be determined by increasing, on average, the rates for the prior school year by the following percentages: 1.5% (2005-06), 1.5% (2006-07), 1.5% (2007-08), 1.5% (2008-09) and shall be listed in a separate Memorandum, signed by the parties, which shall be considered a part of this Agreement.

B. Elementary Supplemental Contracts

Determinations of the uses and distribution of funds there among shall be made by the building Principal in consultation with the site based team, for additional services required for the efficient operation of the building and equipment. All such payments must have the prior approval of the District Superintendent or designee after they are tentatively determined within each building.

ARTICLE XVI
SALARY PAYMENT METHOD

§1. Teachers shall be paid in twenty-six (26) equal bi-weekly installments, each representing 1/26th of the teacher's annual salary rounded to the nearest \$.01 per check. It is recognized that, in some school years, there are twenty-seven (27) bi-weekly periods. In those years, salary payments may be paid in twenty-seven (27) equal bi-weekly installments, each representing 1/27th of the teachers annual salary, or by appropriately adjusting pay periods, as agreed to by the parties.

§2. Payment in lump sum of remaining annual salary to individual teachers may be made on the final pay in June in cases of emergency. Requests for lump sum payment shall be submitted in writing on or before the last pay in May.

§3. The District will continue to provide an option for direct deposit of paychecks.

ARTICLE XVII
SALARIES

§1. The schedules set forth in this Article represent the salaries for members of the bargaining unit for the 2005-2006 through 2008-2009 school years. The effective date of the 2005-2006 wage increase, and all appropriate step and column movement, shall be January 1, 2006. The 2004-2005 salary schedule, including step placement, shall remain in effect until that date.

Those employees who retire through June 30, 2006 and submit to the Board a retirement letter to that effect by March 1, 2006 and whose retirement is accepted by the Board at its March, 2006 meeting, shall receive the 2005-2006 increase retroactive to August 29, 2005 rather than as of January 1, 2006. Pay adjustments will be made following Board approval of the retirement, but prior to June 30, 2006.

§2. A teacher who serves less than a full school year is entitled to receive a salary only in an amount that bears the same ratio to the established annual salary as the number of days worked bears to the annual school term of 191 days. Each day not worked shall reduce salary by a factor of 1/191.

§3. For purposes of determining salary step entitlement, a teacher who works for at least one quarterly marking period (ordinarily 45 consecutive student days) but less than three quarterly marking periods (ordinarily 135 consecutive student days) shall receive credit for entitlement to one-half (1/2) of a step; a teacher who works for three quarterly marking periods (ordinarily 135 consecutive student days) or more shall receive credit for entitlement to a full step. The question of whether a period of authorized absence constitutes a period of working for salary step entitlement purposes shall be determined by referring to the Absence Policy Article of this Agreement.

§4. In order to be eligible for change of salary column, a teacher must submit a "Professional Employee Request for Contract Change," form PER-12, in person to the Personnel Office. All requests and documentation must be submitted by July 1st to be effective on the first pay of September or by November 1st for the change to be effective on the first pay of the second semester. The change in payment will not be retroactive.

§5. A teacher who receives an unsatisfactory rating (DEBE-333 or equivalent) (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that they are present for duty (year 2), and shall receive the same salary in such next succeeding school year (year 2) as received during the school year to which the unsatisfactory rating applies (year 1). If the teacher is rated satisfactory at the end of such next succeeding school year (year 2), then in the following school year (year 3), he or she shall be placed on the same step and at the same salary he or she would have received if there had been no unsatisfactory rating (year 1).

§6. For teachers first beginning employment with the District as a permanent teacher or a long-term substitute (subject to Article XXXVIII, §3.A.1.) on or after July 1, 1995, the maximum step on the salary schedule that they may attain on the Inductee column is Step 4 and on the Instructor I column is Step 10. Effective with the 1998-99 school year, any such employees who are still on either of these two columns shall have his or her salary frozen at his or her 1997-98 rate until he or she is eligible to move to the Instructor II column or higher, at which time he or she will move to the step to which he or she would have been entitled if not frozen.

§7. Effective July 1, 1996, teachers (other than those on the Inductee column) must satisfy certain service components each year. Service component guidelines, including options, will be developed jointly by the District and the Association and shall be set forth in a Memorandum of Understanding. Teachers who move from one column to the next during a school year shall satisfy the service requirements of the new (higher) column. Should a teacher fail to complete the Service Component by June 30, he or she shall forfeit the increase in compensation they received during that year, which increase will be deducted from that year's salary payments that are made during the summer, with the result that his or her salary will be equal to that of the year prior. Further, if any such teacher on the Instructor I column whose salary is frozen pursuant to §6 above does not properly complete his or her service component for that column, they shall be subject to discipline.

§8. Salary Credit for Professional Courses

A. Degrees

Degrees will be honored without course review for salary purposes.

B. Salary Categories Other Than Degree Categories

This refers to post-baccalaureate or post-masters levels of training, and refers to semester hours of college level work beyond the basic degrees. It is recommended that prior to course registration, the teacher review his/her course selection with the District in light of the following regulations.

a. Post-Baccalaureate Salary Categories

1. Courses may be either graduate or undergraduate but must be taken subsequent to receiving the Bachelors Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet teacher certification requirements may be used for salary credit.

3. All courses that will contribute to the professional improvement of the teacher or to mastery of his special area of the program will be approvable for salary purposes.

b. Post-Masters Salary Categories

1. Courses may be graduate or undergraduate but must be taken following the date of the Masters Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.

2. All courses needed to meet teacher certification requirements may be used for salary credit in these categories.

3. All courses that will contribute to the professional improvement of the teacher or to mastery of his/her special area of the program will be approvable for salary purposes.

§9. Career Ladder

<u>Level</u>	<u>Required Degree</u>	<u>Service Component</u>
Inductee	B	Participation In Induction program
Instructor I	B+15	Level E or higher
Instructor II	B+30 M	Level D or higher
Professional Educator I	B+45 & M M+10 B+45*	Level C or higher
Professional Educator II	B+55 & M M+20 B+55**	Level B or higher
Advanced Professional Educator	B+65 & M M+30 B+65***	Level A or higher

*To move to Professional Educator I, must have: M+10 or B+45 including a masters; or for employees beginning employment with the District before July 1, 2000 as a permanent teacher or a long term substitute, B+45.

**To move to Professional Educator II, must have: M+20; or B+55 including a masters; or for employees beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+55 and 25 years of service with the District.

**To move to Advanced Professional Educator, must have: M+30; or B+65 including a masters; or for employees beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+65 and 25 years of service with the District.

§10. National Board Certification. Staff who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, 1988 shall receive \$2,000 in the year of receiving the certification in recognition of the expenses incurred in the process of receiving this status. Additionally, those staff who have successfully attained "National Board Certification" shall receive as part of salary \$2,000 each subsequent year in addition to other raises attained during the life of this current agreement, so long as such certification is maintained.

§11. 2005-06 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	42,094	43,823	46,255	47,986	49,715	51,764
1	44,310	46,130	48,689	50,512	52,332	54,489
2	45,523	47,312	49,824	51,991	53,789	55,926
3	47,014	48,801	51,298	53,808	55,590	58,077
4	48,802	50,582	53,443	55,946	57,721	60,599
5		52,365	55,588	58,450	60,223	63,107
6		54,275	57,448	60,647	62,403	65,626
7		56,854	60,385	63,575	65,343	68,930
8		58,297	62,005	65,198	67,139	70,917
9		59,740	63,625	66,819	68,935	72,902
10		62,976	66,874	70,191	72,884	77,015
11			74,101	76,284	77,930	82,073
12			76,164	78,606	80,717	85,906
13			79,781	82,537	85,161	91,521

An additional \$1,000 Increment is awarded for doctorate effective January 1, 2006.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

*This schedule, including step increases, shall take effect as of January 1, 2006. The 2004-2005 schedule, including step placement shall remain in effect until that date.

§12. 2006-2007 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	43,083	44,853	47,342	49,114	50,883	52,981
1	45,351	47,214	49,834	51,899	53,561	55,770
2	46,593	48,424	50,995	53,213	55,053	57,240
3	48,118	49,948	52,503	55,073	56,897	59,442
4	49,949	51,771	54,899	57,261	59,078	62,024
5		53,596	56,895	59,824	61,638	64,590
6		55,551	58,798	62,072	63,870	67,168
7		58,190	61,804	65,069	66,878	70,550
8		59,667	63,483	66,730	68,717	72,583
9		61,143	65,120	68,390	70,555	74,815
10		64,456	68,445	71,840	74,372	78,825
11			75,842	78,076	79,761	84,002
12			77,954	80,455	82,614	87,925
13			81,655	84,477	87,162	93,672

An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

§13. 2007-2008 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	44,098	45,907	48,454	50,268	52,079	54,226
1	46,417	48,324	51,005	52,913	54,820	57,080
2	47,687	49,562	52,194	54,463	56,346	58,585
3	49,249	51,121	53,737	56,367	58,234	60,839
4	51,123	52,987	55,984	58,608	60,466	63,481
5		54,855	58,232	61,230	63,087	66,108
6		56,856	60,180	63,530	65,371	68,747
7		59,558	63,256	66,598	68,450	72,208
8		61,069	64,954	68,288	70,332	74,289
9		62,580	66,651	69,897	72,213	76,369
10		65,970	70,054	73,528	76,118	80,677
11			77,624	79,911	81,636	85,976
12			79,786	82,346	84,555	89,991
13			83,574	86,462	89,211	95,873

An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

§14. 2008-09 SALARIES

<u>STEP</u>	<u>INDUCTEE</u>	<u>INSTRUCTOR I</u>	<u>INSTRUCTOR II</u>	<u>PROFESSIONAL EDUCATOR I</u>	<u>PROFESSIONAL EDUCATOR II</u>	<u>ADVANCED PROFESS. EDUCATOR</u>
0	45,176	47,032	49,641	51,499	53,355	55,554
1	47,554	49,508	52,254	54,210	58,183	58,479
2	48,856	50,776	53,472	55,798	57,727	60,020
3	50,456	52,374	55,054	57,748	59,660	62,329
4	52,375	54,286	57,356	60,042	61,947	65,038
5		56,199	59,658	62,730	64,633	67,727
6		58,249	61,654	65,087	66,972	70,431
7		61,017	64,806	68,230	70,127	73,977
8		62,565	66,545	69,971	72,055	76,109
9		64,114	68,284	71,712	73,982	78,240
10		67,587	71,770	75,330	77,984	82,654
11			79,526	81,869	83,838	88,082
12			81,740	84,363	86,627	92,196
13			85,622	88,580	91,396	98,222

An additional \$1,000 increment is awarded for doctorate.

An additional \$2,000 increment is awarded for National Board Certification as provided in Section 10 of this Article.

ARTICLE XVIII
TUITION REIMBURSEMENT

§1. Teachers on Steps 0 through 13 of the Salary Schedule will be eligible for tuition refund for courses paid by the Employee up to a maximum of \$1,200 for 2005-06; \$1,250 for 2006-07; \$1,300 for 2007-2008 and 2008-09.

§2. The following requirements will cover such tuition refunds:

A. Courses must be approved by the District prior to registration.

B. Courses must be of post-baccalaureate or graduate study at a state approved 4-year baccalaureate degree granting institution.

C. Tuition reimbursement for courses as set forth in section B above will remain applicable to all teachers as provided in this Article, whether or not such courses are used to meet the continuing professional education requirement. In addition, tuition reimbursement shall apply to any registration fees for Continuing Professional Education (CPE) credits taken on the initiative of the Employee.

D. A grade of "B" or better or its equivalent must be earned.

E. On Steps 7 and above all courses must be on the graduate level except as provided in C. above.

F. The District may waive the above requirements at its discretion.

G. Reimbursement payments will be made within a reasonable period after appropriate transcripts and course payment receipts are submitted.

§3. If a teacher is approved for education leave during work hours and the activity carries CPE credit, the registration fees will not be charged against the tuition reimbursement maximum.

§4. The District may, at its own discretion, offer payment of registration fees plus CPE hours as an incentive for attendance at a particular workshop or conference offering CPE hours. Such payment would not apply to the tuition reimbursement maximum. District-approved workshops with fees paid by grant funds do not apply to the tuition reimbursement maximum.

§5. Teachers may take CPE options which are scheduled beyond the teacher work day for CPE credit or service component credit but not both, unless there is a registration fee and the teacher foregoes receiving tuition reimbursement for that fee as his/her service component.

ARTICLE XIX
RETIREMENT ALLOWANCE

§1. Teachers who retire from the District under the retirement provisions of the Pennsylvania Public School Employees Retirement System shall be eligible to receive a lump sum payment upon retirement in an amount equal to \$45.00 for each day of unused allowable absence during the 2005-2006 school year; \$47.50 each day of unused allowable absence during the 2006-2007 school year; and \$50.00 each day of unused allowable absence during the 2007-2008 and 2008-2009 school years.

§2. In the event that an Employee shall die while in the employ of the District, his or her beneficiary shall be entitled to the above provision.

ARTICLE XX
INSURANCE PROGRAMS

Except as provided below, the Board shall pay the premium cost for the following insurance programs:

§1. Life Insurance

A. Group Term Life Insurance in an amount equal to 100% of the base salary of the bargaining unit member rounded to the nearest thousand dollars. Bargaining unit members employed prior to July 1, 1986 shall have an option, to be exercised at retirement: (a) for the District to pay the premium cost for a \$2,500 paid up policy of life insurance; or, (b) for the District to pay the premium cost of a \$5,000 term policy effective until age sixty-five; or (c) to receive a one-time cash payment of six hundred fifty dollars (\$650.00). Bargaining unit members employed on or after July 1, 1986 shall have an option, to be exercised at retirement, to choose either (b) or (c), above, but not (a).

B. Any bargaining unit member whose base salary is in excess of \$50,000 shall have the right, at his/her option, to waive the portion of life insurance in excess of \$50,000 face value by written request to the personnel office. Such voluntary waiver may be revoked at any time in writing and full life insurance will be restored as soon as administratively possible.

§2. Medical insurance

A. Effective upon ratification of the Agreement, or as soon thereafter as is possible, the benchmark medical plan will be the Independence Blue Cross Personal Choice 10/20/70 plan. Subject to the contributions to premium provided below, the District will pay the premium or provide self-insured coverage for regular full-time bargaining unit members and their eligible dependents.

B. For those employees who subscribe to the benchmark plan, the following premium share will be contributed by way of payroll deduction, for medical, prescription and dental insurance.

- 2005-2006: 7%
- 2006-2007: 8.5%
- 2007-2008: 10%
- 2008-2009: 10%

The 2005-2008 contribution share will begin upon the implementation of the benchmark plan. The contribution share for each succeeding year shall be effective July 1 of that year. There will be a cap of \$2000 for each year as the maximum annual employee contribution. Cost sharing will be on a pre-tax basis unless employee elects otherwise.

C. Effective upon ratification of the agreement or as soon thereafter as is possible, the District shall self insure for IBC PC 10/20/70 subscribers the co-pay for in-patient hospitalization at \$75 per day and a maximum of \$375 per admission.

D. Effective upon ratification of the agreement or as soon thereafter as is possible, the District shall provide five tiered subscriber categories, consisting of single, husband/wife, family, parent/child and parent/children.

E. Employees who elect any other coverage with a higher monthly premium than the benchmark plan will pay the applicable percentage of the benchmark plan in addition to 100% of the difference in cost between the benchmark plan and the plan in which they are enrolled.

F. Effective upon the ratification of this Agreement, or as soon thereafter as is possible, the Board will provide as an option Independence Blue Cross Personal Choice 20 plan, at which time those who elect said coverage shall contribute 14% of the total premium cost for medical, prescription and dental insurance. Effective July 1, 2006, the premium share for this plan shall be 15%. Effective July 1, 2007 and thereafter, employees who elect coverage under the IBC PC-20 plan will pay the applicable percentage of the benchmark plan (IBC PC 10/20/70 plan) in addition to the difference in cost between the benchmark plan (IBC 10/20/70 plan) and the IBC PC-20 plan.

§3. Dental Insurance

The District has established the UCCI Flex Dental Plan as the base plan. Employees will contribute a percentage of the monthly premium towards their dental coverage as follows:

- | | |
|-----------|-----------------------|
| 2005-2006 | 7% of total premium |
| 2006-2007 | 8.5% of total premium |
| 2007-2008 | 10% of total premium |
| 2008-2009 | 10% of total premium |

Employees electing coverage with a higher monthly premium than the base plan will pay the applicable percentage of the base plan as well as the difference in cost between the base plan and their elected plan. Cost sharing will be on a pre-tax basis unless employee elects otherwise.

§4. Prescription Drug Insurance

Effective upon the ratification of this Agreement, or as soon thereafter as is possible, the Prescription Drug Plan, as agreed upon by the parties, will be the Independence Blue Cross Select Formulary Drug Plan \$10/\$20/\$35.

Employees will contribute a percentage of the monthly premium towards their prescription coverage as follows:

2005-2006	7% of total premium
2006-2007	8.5% of total premium
2007-2008	10% of total premium
2008-2009	10% of total premium

The plan will include a mail-order benefit with a three-month supply available for two (2) times the co-pay. Cost sharing will be on a pre-tax basis unless the employee elects otherwise. The School District will provide full family coverage in the foregoing program for each regular, full time bargaining unit member selecting such coverage.

§5. Vision Insurance

A. The Board will continue to make a Vision Insurance Plan ("the Plan") available to members of the bargaining unit. The details of the operation of the Plan shall be as set forth in a Board Policy concerning the Plan which shall not contradict the following:

B. The Plan shall be an Employee reimbursement plan whereby bargaining unit members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a bargaining unit member and/or eligible dependent(s) of a bargaining unit member during the period July 1, 2005 through June 30, 2009 ("the coverage period").

C. The Plan shall require that "eligible dependents of a bargaining unit member" shall be the same dependents of a bargaining unit member who are eligible to be covered by the "benchmark" health plan offered by the District.

D. The Plan shall provide that the maximum aggregate reimbursement for approvable expenses to a bargaining unit member or on behalf of the bargaining unit member and/or his/her dependents on account of approvable expenses for vision care incurred shall be no more than five hundred forty five dollars (\$545) during the coverage period July 1, 2005 through June 30, 2009, inclusive. The maximum total reimbursement for the entire family unit (bargaining unit member and dependent(s) as described in Paragraph C) shall be a total of five hundred forty five dollars (\$545) over the four (4) year coverage period; the maximum reimbursement shall not be five hundred forty five dollars (\$545) for the bargaining unit member and five hundred forty five dollars (\$545) for each eligible dependent. The maximum total reimbursement amount for newly hired bargaining unit members and/or his/her dependents shall be reduced by the following annualized amount for each year of this Agreement during which the newly hired bargaining unit member was not employed. Individuals hired as one year Full-Time Substitutes or less will also receive a pro-ration of the vision available based on the following schedule.

2005-2006	\$130
2006-2007	\$135
2007-2008	\$140

E. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expense (i.e., performance of the eye examination or refraction, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.

F. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of five hundred forty five dollars (\$545) during the four (4) year coverage period.

1. The cost of eye examination and refractive services performed by a licensed doctor of medicine or osteopathy, including an ophthalmologist or a licensed optometrist, including, but not limited to case history, external and internal examination of the eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.
2. The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames, adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakic, contact and/or tinted lenses or frames), or where required due to loss, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.

G. The following expenses shall not be approvable expenses of the Plan: The cost of sunglasses, medical or surgical treatment, drugs or other medications, services normally provided free of charge, any vision care service covered by existing District insurance policies, and services not included within the Plan as set forth in Board Policy concerning the Plan.

§6. Cafeteria Plan

The District and the Association agree to investigate the implementation of a cafeteria plan for fringe benefits during the term of this Agreement.

§7. Section 125 Plan

The Board will establish a Section 125 Plan in compliance with the provisions of Section 125 of the Internal Revenue Code. The Board will establish a qualified provision within the plan to allow monthly employee contributions for unreimbursed medical and dependent care expenses to be made on a pre-tax basis for federal tax purposes, as may be allowed by the Code at that time.

ARTICLE XXI
NON-REPRISAL

§1. For the purpose of this Article, the term "reprisal" shall mean an act of retaliation or intimidation taken or a threat to take such action against any person or persons for their lawful actions in support of the 2005-2006 labor dispute, or in opposition to the strike, or for their non-participation in the strike. No legal action or grievance shall be considered a reprisal, nor shall any proportionate reduction in salary or supplemental compensation on account of work not performed be considered a reprisal.

§2. Neither the School Board nor the PEA nor any member, agent or representative thereof, nor any District Employee whatsoever, shall take any reprisal against any person or entity as set forth in Section one above during the term of this Agreement.

§3. During the 2005-2006 school year the teacher work year will be reduced by six (6) days as a result of strike days not made up. Salaries will be prorated on the basis of 185/191 for the year. This salary adjustment shall not be considered a reprisal and is intended to take precedence over any inconsistent provision of the Agreement for the 2005-2006 school year.

ARTICLE XXII
STUDENT DISCIPLINE

§1. The Board and the Association recognize a mutual responsibility for the enforcement of policies in regard to student discipline.

The Board shall support the superintendent, principals and teachers in carrying out such policies. Further, the Board through the superintendent, holds all personnel responsible for proper control and behavior of students while under the legal supervision of the school. Full support of this policy shall be expected of all school personnel.

§2. Standards of Behavior

Since professional staff act in loco parentis, they are to maintain appropriate standards of behavior.

A. Teachers should provide an example of self-discipline and standards of behavior for students to emulate.

B. Teachers are expected to maintain order and courtesy within the school activities in which they participate.

C. Teachers must use firm authority or gentle restraint in order to develop an atmosphere for effective learning.

D. Teachers must assume personal responsibility to solve discipline problems when they arise; however, student behavior problems should be discussed with the Principal before they become serious.

E. Teachers must recognize limitations in disciplinary action, meting out only those actions that can be carried out.

§3. Suspension Procedures

Serious student misconduct may merit suspension. Suspension action is the prerogative of the Principal.

§4. Corporal Punishment

Corporal punishment is sanctioned in Pennsbury only as provided in the current discipline code, but physical contact is not specifically denied for purposes of defense or removal of students from the educational setting. Thus, while the school staff is not given authority to use indiscriminate physical punishment, physical restraint may be necessary under extenuating circumstances.

§5. Teachers shall receive prompt notification of a pupil in their classes who has severe physical and/or emotional problems within the recorded knowledge of the administration and other appropriate professional staff.

ARTICLE XXIII
TEACHER PROTECTION

§1. Purpose

To provide support for professional Employees who are assaulted and/or injured while engaged in the proper performance of their duties within the scope of their employment.

§2. Reporting

In the event of an assault or injury, it is the Employee's duty to notify his/her supervisor immediately so that the proper action may be taken by the School District. The Employee shall cooperate with the District in completion of any reports.

§3. Assault

A. Where injuries are suffered as a result of an assault as described in Section 1 above, and the Employee is thereby prevented from fulfilling his/her duties, upon certification from the physician, the District shall continue to make salary payments to the Employee subject to the exceptions, reductions, and right of recovery outlined below.

B. Unless disapproved by the Superintendent, in writing and stating valid reasons for such disapproval, there shall be no deduction from allowable sick leave or personal leave during any such period of absence.

C. The amount of salary payment by the District shall be reduced by the amount of worker's compensation recovery, or by any insurance payments to the Employee of any kind, whether on account of the absence or of the injury, unless such insurance payments are directly attributable to out-of-pocket expenses suffered by the Employee such as medical bills, and shall also be reduced by the amount of any recovery in a law suit on account of the assault.

D. Where salary payments are made by the District prior to receipt of compensation via other sources, the District shall have a right of repayment by the Employee for such excess payments by the District, and such excess payments may be recovered by future deductions from salary.

E. In cases of serious injury or extended absence on account of an assault, provisions may be made by the Board in addition to or in lieu of the provisions in this Policy at the discretion of the Board.

F. Where criminal proceedings are brought against an Employee as a result of an assault occurring while the Employee was engaged in the proper performance of his duties within the scope of his/her employment, the Board will furnish upon request legal counsel to defend him/her in such proceedings. The furnishing of counsel at any appellate proceedings shall be at the discretion of the Board.

G. The Board shall reimburse Employees for the reasonable cost of any clothing or other similar uninsured personal property (not including automobiles) damaged or destroyed as a result of an assault suffered by that Employee while he/she was acting in the proper discharge of his/her duties within the scope of his employment. Such payments are subject to the District's right of reduction and recovery where the Employee receives compensatory payments from any other source.

§4. Injury

Absence due to injury incurred in the course of an Employee's employment for which an Employee is eligible for Workmen's Compensation benefits shall not be charged against the Employee's sick leave days, up to a maximum period of one (1) calendar year. The Employee shall sign over all Workmen's Compensation payments to the District except for those payments received by the Employee during the summer months.

§5. Childhood Illness

In the event a teacher contracts a childhood illness and is prevented from fulfilling his/her teaching duties, upon certification from a physician on forms provided by the District, the District shall continue to make salary payment to the Employee, without deduction from sick leave entitlement. Childhood illnesses shall be defined as rubella (measles), epidemic parotitis (mumps), varicella (chicken pox), and rubella (german measles), conjunctivitis (pink eye), scabies, and pediculosis.

ARTICLE XXIV PERSONAL PROPERTY FUND

§1. The District shall establish a fund of Five Thousand Dollars (\$5,000) in each year of this Agreement which shall be used as a source of reimbursement to bargaining unit members, subject to the terms and conditions set forth in this Article, for the cost of replacing or repairing personal property which is damaged, destroyed or lost while the bargaining unit member is acting in the proper performance of his/her duties.

§2. Claims for reimbursement for each school year shall be submitted, in writing, to the office of the District Superintendent, by May 15th of that school year. Claims occurring after May 15th shall be submitted in the next school year.

§3. The bargaining unit member shall have the burden of establishing his/her claim by appropriate documentation, which shall include, but not be limited to, an affidavit of the bargaining unit member, a copy of any police report that was made, a copy of any insurance related documents, such other reports as are available, and documentation of the value of the personal property involved.

§4. All claims will be determined at the end of the school year by a Personal Property Fund Committee consisting of two persons appointed by the District Superintendent and two persons named by the Association. In determining which claims shall be reimbursed, the following guidelines shall be applied.

A. No claim shall be paid where the bargaining unit member's loss is found by the Committee to have resulted from the claimant's negligence or contributory negligence.

B. No claims will be paid for losses which have been or are reimbursed from any other source. If a claim is paid and reimbursement is later received, the bargaining unit member shall refund the amount paid to the extent of the other-source reimbursement received.

C. No claim shall result in payment of reimbursement in excess of Five Hundred Dollars (\$500) for any losses resulting from a single incident or occurrence.

D. The total amount paid on account of all claims for one year shall not exceed the amount of the Personal Property Fund.

E. In the event that the allowable claims exceed the amount available in the Personal Property Fund, all claims shall be prorated.

F. In the event that the Committee is unable to reach agreement concerning any aspect of any claim or claims, such dispute shall be submitted to the Eastern Regional Director of the Pennsylvania Bureau of Mediation for resolution by him/her or his/her designee. His/her determination in such case shall be binding.

§5. It is expressly agreed that determinations made pursuant to the provisions of this Article shall be final and binding and that no provision of this Article nor any determination made or action taken hereunder shall be a proper subject for the Grievance Procedure of this Agreement or for arbitration pursuant to said Grievance Procedure.

ARTICLE XXV ASSIGNMENTS AND TRANSFERS

§1. The Board supports a practice of filling professional staff vacancies from within the District whenever possible. Effective July 1, 2005, this practice shall also be extended to supplemental contracts, subject to Board discretion in unusual cases.

§2. The District will annually, on or about February 1st, survey the professional staff to determine whether any teacher desires a change in grade and/or subject assignment, or desires a transfer to another building or activity.

§3. In addition to responding to the annual survey, a teacher who desires a change in grade and/or subject assignment or who desires transfer to another building or activity may file a written request for such change with the District Superintendent or designee at any time. Such requests will include the new grade(s) and/or subject(s) desired and the school(s) of transfer, in order of preference.

§4. Responses to the annual survey and requests for transfer will be reviewed at least annually in terms of known or projected vacancies for the following year. Consideration will be given to the teacher's area of competence, years of experience, quality of teaching and other factors which reflect qualifications for effective performance.

§5. In case of administrative vacancies, an announcement shall be made through the proper administrative channels to publicize such vacancies in order that internal candidates may apply. During the school term, announcements will be posted on building bulletin boards. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall accompany the announcement.

§6. Since supplemental contracts are assigned on a year-to-year basis and are usually restricted to particular buildings, vacancies for supplemental contracts will be announced in the building where the vacancy exists. If the position is not filled after such announcement, the vacancy will be announced District-wide prior to employment of a non-bargaining unit member. Applicable information regarding duties, responsibilities, qualifications, and procedures for application shall accompany the announcement.

§7. Known vacancies in teaching positions shall be announced on or before May 30th of each year. When filling these vacancies, preference will be given to current employees over new hires. Filling of vacancies, assignments, reassignments, transfers, and promotions will be at the discretion of the Superintendent and will be based upon the educational needs of the District and maximum utilization of training and experience. However, in-District capability will be reviewed first versus outside candidates.

§8. Teachers who have served in a special education position for at least five school years and who possess a general education certificate may request (1) transfer to a non-special education teaching position or (2) rotation out of special education into a non-special education teaching position for one school year (with the right to return to a special education position after the one year rotation). The second option is subject to an appropriate general education position being available to rotate into. Such requests will be given consideration over new hires.

§9. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be considered.

§10. An Employee shall be notified of a proposed transfer or reassignment at a scheduled conference and shall have the right of appeal to the District Superintendent.

ARTICLE XXVI DUE PROCESS

§1. The Board and the Association expressly agree that the Board and the Administration shall have the right to discipline a tenured professional employee for cause.

§2. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, oral reprimand, written warning, written reprimand, suspension from employment duties with or without pay, demotion, unsatisfactory rating, dismissal for cause.

§3. No tenured professional employee shall be dismissed unless the District Superintendent shall recommend dismissal and a two-thirds (2/3) majority of the Board shall vote for dismissal at a public meeting of the Board.

§4. In determining whether cause exists for dismissal, that term shall specifically include just cause, or any conduct or action by a tenured professional employee which would lawfully provide a proper basis for dismissal pursuant to section 1122 of the Public School Code of 1949 and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.

§5. In the event that the District Superintendent shall recommend to the Board that a tenured professional employee be dismissed, that recommendation and the reasons therefor shall be transmitted in writing to the Board President and the employee involved. Within ten (10) days after receipt by the employee involved of such recommendation, he/she shall elect in writing whether he/she elects to proceed under sections 1121 through 1131 of the School Code or in accordance with the grievance procedure set forth in this Agreement, beginning at Step Five. Tenured professional employees whose dismissal for cause has been recommended may follow the grievance procedure or request a hearing pursuant to sections 1121 through 1132 of the School Code, but not both.

§6. This section shall apply to disciplinary actions only and shall not apply to retirements, suspensions, non-disciplinary transfers, non-disciplinary demotions, abandonment of contract, resignation, or other changes in tenured professional employee status which are initiated by the employee, or which are initiated by the Board for reasons other than for the purpose of discipline of an employee for cause.

ARTICLE XXVII REORGANIZATION

§1. The District and the Association recognize that a grade reorganization involving a "middle school" concept occurred during the term of a previous contract. In the event of a similar grade reorganization which necessitates teacher transfers or reassignments, the following procedures will be followed.

§2. The District will provide the professional staff with information concerning transfers, reassignments, or new assignments that may be necessitated by the grade reorganization and will thereafter survey the staff to determine teacher preferences with regard to any new assignments created by the grade reorganization. The survey shall be so constructed as to allow three preferences to be expressed in order of preference.

§3. The District shall determine criteria for each such new assignment or reassignment, which may include required certification, a specified area of competence, years of service, a specified major field and/or prior experience in a particular subject or at a particular grade level. The information furnished to the staff shall specify the criteria for each new assignment or assignment created or effected by the grade reorganization.

§4. A teacher who has expressed a preference for a particular reassignment or new assignment and who meets the criteria established for the new assignment or reassignment shall be assigned to the assignment.

§5. In the event that two or more teachers who meet the assignment criteria express a preference for a given assignment, the order of their stated preference for that assignment shall be first considered. If two or more teachers have expressed an equal level of preference for the assignment, Article XXV of this Agreement shall be followed.

§6. In the event that additional transfers are necessary after consideration has been given to stated preferences as set forth above, the District shall follow Article XXV of this Agreement in making such additional transfers.

ARTICLE XXVIII RESIGNATIONS AND CONTRACT FULFILLMENT

§1. Resignations submitted within a period of less than sixty (60) days of the effective date of resignation will not be honored unless a suitable replacement is acquired or the reason for termination is an incapacitating illness or physical disability.

§2. The Association will assume the responsibility of emphasizing this requirement to members during its membership meetings.

§3. Forfeiture of all benefits due the Employee will be exercised as provided in the School Code.

ARTICLE XXIX GRIEVANCE PROCEDURE

§1. Definitions

A. A "grievance" shall mean a complaint by a teacher or the Association (1) that there has been as to him/her or it a violation or inequitable application of any of the provisions of this Agreement, or (2) that he/she or it has been treated inequitably by reason of any act or condition which is contrary to established Board policy or practice governing or affecting teachers, except that the term "grievance" shall not apply to any matter as to which the Board is without authority to act.

B. An "aggrieved person" is the person or persons making the complaint.

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

D. The term "days" when used in this Article shall mean working school days.

§2. General Procedures

A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. Failure to appeal the grievance at any steps of the Procedure within the prescribed time limits will make the grievance void. Failure on the part of the District in rendering decisions within the prescribed time limits will automatically appeal the grievance to the next step of the Procedure. By mutual agreement, extensions to time limits may be made at the various steps of the Procedure.

B. In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to resolve the issue prior to the end of the school term or as soon thereafter as is practical. In the event a grievance is filed so that sufficient time as stipulated under all levels of the Procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this Agreement and this Article, and not under any succeeding agreement.

C. Upon selection and certification by the Association, the Board shall recognize a Grievance Representative in each building and the Association's Professional Rights and Responsibilities Committee.

D. At all steps of the Procedure after a grievance has been presented, at least one (1) member of the Association may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.

E. All grievances shall be presented as soon as practicable after the occurrence upon which the same is based but in no event later than ten (10) days if the same is not a salary grievance and thirty (30) days if the grievance arises from a salary issue. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.

F. By mutual agreement, any steps of the Grievance Procedure may be waived in order to process the grievance at a higher step.

G. In the event of emergencies, at any step of the Grievance Procedure, designees may be appointed for those who represent the Board or the Association.

H. Resource persons may be utilized at various steps of the Grievance Procedure provided adequate notice is given by either party of such participation.

I. At his/her option, the aggrieved may appear at any step of the Procedure.

§3. Grievance Steps

STEP ONE

The grievance shall be submitted orally to the Employee's Principal or other immediate supervisor. Within two (2) days of receiving notification of such grievance, the aggrieved and the supervisor shall discuss the problem in an attempt to resolve the issue. Within three (3) days after such discussion the supervisor shall orally notify the aggrieved of the disposition of the grievance at a conference. In the event that the grievance is not settled within the above time limits, the

aggrieved may within five (5) days after receiving the notice of disposition file a written grievance with his/her supervisor-with distribution of copies to be made by the Supervisor as follows:

- (a) Supervisor
- (b) Professional Rights and Responsibilities Committee Chairperson
- (c) Director of Personnel
- (d) Aggrieved

Grievances must contain the following information:

- (a) Alleged violation, misapplication, or misinterpretation of the agreement and the date of occurrence.
- (b) Section of the agreement or specific policy which was violated.
- (c) Signature of the aggrieved and date of signature.
- (d) Possible solution to settlement.
- (e) If rejected, reasons for such rejection.

The Supervisor shall render a decision, in writing, within five (5) days of receipt of the written grievance.

STEP TWO

If the grievance is not resolved at Step One, it may be appealed within five (5) days after receipt of a written decision. The appropriate District-Level Administrator shall act for the District and the Chairperson of the Professional Rights and Responsibilities Committee for the Association. If no settlement is reached within ten (10) days after submission to Step Two the decision may be appealed to Step Three.

STEP THREE

If the grievance is not resolved at Step Two, it may be appealed within five (5) days after receipt of a written decision. The Superintendent and the President of the Association, shall attempt to resolve the grievance within fifteen (15) days after submission to Step Three and if no settlement is reached, it may be appealed to Step Four within five (5) days after a written decision is rendered.

STEP FOUR

The Board and the Association shall hold a hearing within fifteen (15) days after submission to Step Four. An answer will be rendered within fifteen (15) days after the hearing. This decision may be appealed to advisory arbitration within five (5) days of a written decision.

STEP FIVE

Any grievance which is not satisfactorily disposed of in accordance with steps of the grievance procedure outlined above may be submitted to binding arbitration at the request of either party. Such arbitration shall be held in accordance with the following procedure:

(a) Within ten (10) days after appeal to Step Five, the parties shall meet to select an arbitrator. If the parties do not meet and/or cannot voluntarily agree upon the selection of an arbitrator either party may notify the Pennsylvania Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall thereafter alternatively strike a name until one name remains. The Board shall strike the first name. The person remaining shall be the arbitrator.

(b) The arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement. The Agreement shall be construed in accordance with law, and rules and regulations having the force of law. The arbitrator shall be without power to change the substance of any established Board policy, but shall rule solely on the equity of application of established policies. The Agreement shall not be construed to limit or interfere with the powers, duties and responsibilities of the Board or its policy making authority under applicable law.

(c) Fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including salaries, shall be borne by the party requiring testimony of such witness.

§4. Miscellaneous

A. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any grievance representative, any member of the Professional Rights and Responsibilities Committee or any other participant in the grievance procedure by reason of such participation.

B. All grievance activity above the oral stage of Step One will be conducted outside of regularly scheduled normal work day. If it becomes necessary to conduct grievance meetings during school hours, Association costs including its members salaries will be borne by the Association.

C. If, in the judgment of the Association, a grievance affects a group or class of teachers in more than one (1) building, it may submit such grievance in writing directly to the appropriate District-Level Administrator.

D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be incorporated in said participant's personnel file.

E. Both parties will cooperate in the investigation of any grievance and will furnish pertinent information, upon reasonable request, to aid in resolving the grievance.

F. In the event any Employee or the Association exercises any right of appeal to a Court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this procedure, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this procedure or the occurrence which is the basis for such appeal,

and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

ARTICLE XXX PROFESSIONAL STAFF COMMITTEE

§1. Purpose of Committee

The primary purpose of the Professional Staff Committee shall be to investigate and review areas and problems related to the improvement of understandings and relationships between teachers, administrators, parents, students and the Board. The recommendations of the Committee shall be advisory to the Board of Education. The Board's responses shall state its position on the recommendations of the Committee.

§2. Scope of Committee

Areas similar to the following are considered valid areas for study, but in no way are considered exclusive or complete:

- A. Teacher involvement in the educational program.
- B. Remedial specialist.
- C. Teacher aides.
- D. Teacher evaluations.
- E. Emotionally disturbed students.
- F. Student-Teacher assignments.
- G. To make recommendations for the in-service programs for teachers.
- H. To make recommendations for the development and coordination of innovative educational programs.
- I. To advise the Board on matters of educational policy and administrative procedure for the District.
- J. The Professional Staff Committee may consider any topic or problem germane to the educational process.

§3. Membership of Committee

There is hereby established a Professional Staff Committee composed of not more than four (4) representatives of the Board and not more than seven (7) representatives of the Association. In addition, one (1) Board member will be appointed ex officio by the President of the Board to serve on the Committee. A chairperson shall be elected by the Committee from its membership.

§4. Meetings of Committee

The Committee shall hold regular meetings, not to exceed twice monthly during the school term and special meetings as needed. Meetings will be held after the regularly scheduled school day at mutually convenient times.

§5. Operating Committees Appointed by the Professional Staff Committee

The Professional Staff Committee may appoint operating committees and/or subcommittees to make in-depth studies of problems brought before the Professional Staff Committee.

§6. Minutes

Minutes shall be kept for the Professional Staff Committee meetings and they shall be public and available upon request to anyone after approval by the Professional Staff Committee. A designated representative of each party must approve the minutes. Minutes shall be sent to the President of the Board, the President of the Association and the Superintendent.

§7. Progress Reports

Progress reports shall be issued as the need develops. There shall also be a year end report. Such reports shall be available upon request to all educators in the District, Board members, and the public. Such reports must be mutually approved in the same manner as minutes.

§8. Board Assistance

The Board shall provide:

- A. Secretarial assistance.
- B. An adequate meeting place.
- C. Facilities for publishing minutes and reports.
- D. Upon reasonable request, subject to the approval of the Superintendent, funds for released time, compensation for out-of-school work for the Professional Staff Committee or its subcommittees, resource personnel, or funds for other work or needs the Professional Staff Committee may have.

ARTICLE XXXI
DUES DEDUCTIONS

§1. It is agreed that the District will continue for the life of this contract the practice of professional dues collection through payroll deductions. The Association will furnish signature cards signed by the individual Employee authorizing such professional dues collection for P.E.A., P.S.E.A. and N.E.A.

§2. Deductions shall be made from the first twenty (20) paychecks beginning in September.

§3. The Board shall remit to the Association at the end of each month all monies deducted during the month accompanied by a list of teachers from whom the deductions were made and the amount of each deduction.

§4. The Association shall be responsible for submitting accurate information authorizing dues deduction and shall indemnify the Board against any claims against the Board as a result of its actions under the provisions of this Article.

§5. Employees in the bargaining unit who are not members of the Association shall be required to pay to the Association an Act 84 fee for services rendered as the exclusive bargaining agent.

A. For purposes of this section, the Act 84 fee shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative, as provided under Act 84 of 1988.

B. The District on or before September 15 of each year will provide the Association with a list of the names and addresses of all bargaining unit members. The District will also provide the Association with the name and address of any Employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

C. By December 15 of each year of this Agreement, the Association shall provide the District with names of Employees who are non-members of the Association, the amount of the fee, and a payment schedule for the deduction of the fee. For Employees hired after September 15 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice of the Employee's hiring, or by December 15, whichever is later. The District will deduct such fee from paychecks of each non-member in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association Treasurer.

D. The Association will indemnify, defend and hold 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 by the District to comply with the provisions of this section.

E. The Association agrees that regardless of the outcome of any challenges to the validity of indemnification clauses, PSEA and the Association will not assert the invalidity of the indemnification clause in sub-section D above as a defense to avoid obligations under the clause due to the implementation of the fee, and promise to pay any damages, claims, plaintiffs' attorneys fees awarded or any other type of liability which results from the District's compliance with the provisions of this section.

ARTICLE XXXII MAINTENANCE OF MEMBERSHIP

Any professional Employee included in the unit for whom the Association has been certified as the exclusive bargaining agent by the Pennsylvania Labor Relations Board, and who is a member of this Association or who joins the Association after the effective date of this Agreement, must remain a member of the Association for the duration of this Agreement, provided that any such Employee may resign from the Association during a period of fifteen (15) days prior to the expiration of this Agreement; provided further that in the event any bargaining unit member, who is a member of the Association, terminates his employment with the Pennsbury School District on

or before June 30 of any year of this Agreement, such person may resign from the Association during a period of fifteen (15) days prior to June 30 of that year.

ARTICLE XXXIII
ASSOCIATION RIGHTS AND PRIVILEGES

§1. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time, available public information concerning the educational program and the financial resources of the District, which shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, or which may be necessary for the Association to process any grievance or complaint.

§2. Association Meetings

Meetings of Association groups within the school building or on school property shall require approval of the building Principal or other appropriate administrator after written request for the use of such facility. Such meetings shall be held after the regularly scheduled teacher day.

§3. Bulletin Board

The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal, but no approval shall be required, except for materials other than proper Association business.

§4. Mail Facilities and Mail Boxes

The Association shall have the right to use the Inter-school mail facilities and school mail boxes for legitimate Association business.

§5. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Article shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE XXXIV
ASSOCIATION BUSINESS

§1. A total of thirty-five (35) teacher days upon request with advance notice will be granted for Association business. The established policy will be adhered to in submission and processing of the Educational Leave Request.

§2. Educational Leave Requests for Association business will be submitted to the current president of the Association prior to submission to the particular building administrator.

ARTICLE XXXV
ASSOCIATION OFFICE LEAVE

§1. Upon receipt of a written request made not later than forty-five (45) days prior to the beginning of a school year, the Board will grant an Employee a leave of absence, without salary or salary advancement and without continuance of benefits, to serve as a full time elected State or National officer of an Education Association.

§2. During such leave, the Board shall not reimburse the Employee for the cost of courses taken, nor will the Board continue its payments toward insurance programs.

§3. An Employee shall not be subject to loss of seniority accrued prior to commencement of Association Office Leave; however, seniority shall not accrue during the period of such leave.

§4. An Employee who is elected as a part-time State or National Education Association officer (such as Secretary/Treasurer, Treasurer, or member, PSEA Board of Directors) shall be granted up to twenty (20) days of release time to fulfill the responsibilities of that office, provided that the Association shall reimburse the District for the cost of obtaining a substitute for each such day of release time used. At the discretion of the District Superintendent, additional such days may be allowed.

ARTICLE XXXVI
WAIVERS

§1. The parties agree that all items presented by the Board and the Association during the negotiations leading to this Agreement have been discussed and that no additional negotiations will be conducted on any item during the life of this Agreement except as expressly provided in this Agreement.

§2. If any new position or salary category is expressly created by the Board during the term of this Agreement, compensation for this position or salary category shall be bargainable immediately in relation to established practice and shall be set by agreement of both parties. If agreement cannot be reached, the compensation will be arbitrable.

ARTICLE XXXVII
NO STRIKE/NO LOCKOUT

It is agreed by the Association and the Board that since this Agreement provides for the orderly and amicable adjustment of any and all disputes, differences and grievances, there shall be no resort to a strike, work stoppage or work slowdown during the term of this Agreement or any renewal thereof by the Association or by any group of Employees therein because of any proposed changes in this Agreement or disputes over matters relating to this Agreement, or disputes over any other matters whatsoever. The Board will not engage in any lockout during the life of this Agreement.

ARTICLE XXXVIII
SUBSTITUTES

§1. Definitions

A. Substitute - A substitute is an individual who has been employed to perform the duties of a professional Employee during such period of time as the professional Employee is absent on sabbatical leave or for other legal cause authorized and approved by the Board.

B. Long-Term Substitute - A long-term substitute is an individual who is employed to replace a member of the bargaining unit who is absent due to having been granted a Military Leave of Absence, Child Rearing Leave, Special Leave, Sabbatical Leave of Absence, Association Office Leave or Advanced Study Leave, the approved duration of which leave is at least one quarterly marking period (ordinarily forty-five (45) consecutive student days). During each full quarter that a long-term substitute is thus employed as such a replacement he/she shall be considered a member of the bargaining unit upon the terms and conditions set forth in this Article. Upon employment, a substitute who qualifies for long-term substitute status shall be notified in writing of his/her qualification for long-term substitute status and of the effective date thereof.

C. Per Diem Substitute - A per diem substitute is an individual who is employed to replace a member of the bargaining unit (including a long-term substitute) who is temporarily absent for whatever period pursuant to School Business Leave, Military Reserve Duty Leave, Jury Duty and/or Court Order Leave, Family Death Leave, Family Illness Leave, Personal Illness or Injury Leave, or Personal Business Leave. A per diem substitute shall not be considered a member of the bargaining unit.

§2. Per Diem Substitutes Employed For More Than 20 Consecutive Days For Same Teacher

A. A per diem substitute who is employed to replace the same bargaining unit member for twenty (20) consecutive days, and who thereafter continues to be employed for one or more consecutive days shall be paid at the per diem rate equal to 1/191 of the salary amount applicable to the first step, first column of the salary schedule for each such consecutive day worked after the twentieth (20th) day.

B. Additionally, a per diem substitute who fulfills the above requirements shall receive a retroactive payment for the first twenty (20) days consisting of the difference between the rate paid on the twentieth (20th) day and the rate payable to the twenty-first (21st) day.

C. If the District predicts that a long-term absence may occur for which a per diem substitute would ordinarily be employed, it may, at its sole discretion, employ a person as a long-term substitute prior to the twentieth (20th) day of such absence. A decision of the District made under this subparagraph shall not be the subject of a grievance or of arbitration.

§3. Terms and Conditions of Employment of Long-Term Substitutes - During the period that a substitute is employed as a long term substitute, all terms and conditions of employment set forth in this Agreement shall be applicable except as set forth below.

A. The following Articles or Subsections shall be applicable, but modified as follows:

1. Salary shall be paid in accordance with Article XVI, Salary Payment Method, and Article XVII, Salaries, of this Agreement. Salary step placement shall be determined on the basis of degrees or credit earned and prior service as a professional employee, temporary professional employee or long-term substitute, provided, however, that no long-term substitute's placement on the salary schedule shall be higher than the 5th step and no such employee shall receive credit for degrees or credits earned in excess of the Instructor II column on the salary schedule. Article XVII, Section B, Salary Credit for Professional Courses, shall be applicable, except that subsection B.b. shall not be applicable.

2. Article XIV, Absence Policy, Section Thirteen (13), sick leave entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. Unused sick leave shall accumulate to a maximum of ten (10) days and may be carried over into subsequent periods of employment as a long-term substitute. All or any part of such unused accumulated sick leave may be used during a subsequent period of employment as a long-term substitute.

3. Article XIV, Absence Policy, Section Fourteen (14), Personal Leave entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. One quarter = 1 day; one half = 1.5 days; three quarters = 2 days; full year = 3 days.

4. The maximum aggregate reimbursement amount under Article XXI, Insurance Programs, Section Five (5), Vision Insurance entitlement, shall be pro-rated at the rate of thirty dollars (\$30.00) per quarter.

5. Article XV, Supplemental Contract Schedules amounts, shall be pro-rated as appropriate.

6. Article XVIII, Tuition Reimbursement, shall be available to long term substitutes in accordance with the following guidelines:

a. During each quarterly marking period of service completed as a long-term substitute, one (1) point of entitlement shall accrue.

b. Each point shall have a value of one quarter (1/4) of the tuition refund amount applicable annually for regular full time bargaining unit members. See Article XVIII.

c. No more than four (4) points may be used during any school year.

d. Points accumulated during a given school year shall not be carried over for use in subsequent school years, except as follows:

1. Long-term substitutes who earn points during a given school year may use points after the end of that school year for courses completed by the September 1st next following the end of that school year; and/or,

2. Long-term substitutes who are employed during the next school year as a long-term substitute may use points earned during the preceding school year, subject to the limitation that no more than four points may be used in any school year.

e. Points accumulated during a prior school year which have not been used by the September 1st after the next school year shall be lost. For example, points accumulated during the 1995-1996 school year must be used by September 1, 1997.

B. The following Articles or Subsections of this Agreement shall not be applicable:

1. Article XIV, Absence Policy, Section Four (4), Military Leave of Absence.
2. Article XIV, Absence Policy, Section Five (5), Child Rearing Leave.
3. Article XIV, Absence Policy, Section Six (6), Special Leave.
4. Article XIV, Absence Policy, Section Seven (7), Sabbatical Leave.
5. Article XIV, Absence Policy, Section Ten (10), Advanced Study.
6. Article XIX, Retirement Allowance.
7. Article XX, Retirement Incentive.
8. Article XXV, Assignments and Transfers.
9. Article XXVII, Reorganization.
10. Article XXXI, Dues Deduction, Section Five (5), Act 84 fee.
11. Article XXXV, Association Office Leave.
12. Article XXXIX, Reduction in Force.
13. Article XLII, Demonstration Teachers

C. The preceding shall not be construed to grant any rights or privileges to long-term substitute employees except as is expressly set forth therein. Long-term substitutes shall not be deemed to have accrued seniority for suspension (reduction in force) purposes by virtue of their employment as a long-term substitute.

ARTICLE XXXIX REDUCTION IN FORCE

§1. The District will continue to follow past practice of recognizing the principle of seniority as the first priority in the event of any reduction in force. Recalls will occur in the reverse order of the reduction in force.

§2. In the event that the seniority of two or more professional employees is equal, the professional employee with the greatest length of total (whether or not it was interrupted) prior service to the District as a professional employee shall be considered senior.

§3. If two or more professional employees have equal seniority and equal prior service, the professional employee with the greatest length of service to the District as a long-term full-time substitute shall be considered senior.

§4. If two or more professional employees are equal in seniority, prior service to the District and prior service as a long-term full-time substitute to the District, the most senior shall be determined by lottery.

§5. Tenured professional employees who are recalled from suspension to fill temporary vacancies shall be covered by all the provisions of this Agreement and will be treated as regular employees during any such period of employment.

§6. The term "temporary vacancy," as used in this Article, for which professional employees have the right to recall, shall be defined as a professional position to be filled as a result of an approved military leave of absence, child rearing leave, special leave, sabbatical leave of absence, Association office leave or advanced study leave, the approved duration of which is at least one (1) quarterly marking period (ordinarily forty-five (45) consecutive student days).

§7. To be considered available to fill temporary vacancies as defined herein, suspended professional employees must submit to the Director of Personnel by no later than July 1st of each school year written notice of their current address and phone number and of their intent to accept a temporary vacancy when offered.

§8. Failure to comply with the notice requirement set forth above shall result in the professional employee losing his or her right to recall for that school year.

§9. A professional employee who refuses an offer of a temporary vacancy shall lose his or her right to recall for that school year.

§10. A professional employee who refuses an offer of a permanent vacancy shall lose his or her right to recall completely and permanently.

ARTICLE XI TEACHER INDUCTION

§1. A teacher who is required to attend an after school meeting in fulfillment of the provisions of the District's approved Teacher Induction Plan shall be compensated for time actually spent in such meeting, as follows:

Support Teacher - Workshop Rate as set forth in Article XI.
Inductee - One-half (1/2) of the Workshop Rate set forth in Article XI.

§2. The Association shall continue, during the duration of this Agreement, to have a representative named by it on the District Induction Coordinating Council.

§3. Not later than June 1st of each school year the District shall distribute a form to all teachers to solicit volunteers to become support teachers. The District shall choose support teachers in accordance with guidelines of the District Induction Plan.

ARTICLE XLI
CLASS SIZE

§1. The District will attempt to maintain maximum district-wide ratios of students (including mainstreamed special education students) to teachers as follows.

- a. Secondary 35 : 1 (7-12)
- b. Intermediate 31 : 1 (4-6)
- c. Primary 29 : 1 (K-3)

Effective September 1, 1996, such ratios shall be as follows:

- a. Secondary 34 : 1 (7-12)
- b. Intermediate 30 : 1 (4-6)
- c. Primary 28 : 1 (K-3)

§2. The Association agrees that increases in student enrollment, problems of transportation, lack of space or facilities, or other unusual conditions not now prevailing in the District may cause the above ratios to be exceeded for the duration of such unusual conditions.

§3. It is mutually agreed that any disputes or misunderstandings arising from the provisions of this Article will be dealt with by the Professional Staff Committee under the rules applicable to that body.

§4. It is mutually agreed that the provisions of this Article shall neither cause nor justify any changes in staff level, either by means of layoffs or new hiring.

ARTICLE XLII
DEMONSTRATION TEACHERS

§1. The District and the Association agree to the creation of a special classification of teacher known as Demonstration Teacher. The parties shall jointly develop guidelines, to include the additional duties referred to below, for implementing this program.

§2. To be eligible for designation as a Demonstration Teacher, the following criteria must be satisfied:

(1) Attained placement on the Professional Educator I, Professional Educator II, or Advanced Professional Educator columns.

(2) Completed at least seven (7) full years of satisfactory service as a permanent teacher of which at least three (3) years are service with the District.

(3) Recommended by a committee of teachers and administrators and approved by the District Superintendent.

§3. Teachers selected as Demonstration Teachers shall serve for one year, and can be re-selected for one additional consecutive year, after which they must lose this designation for at least one school year. Demonstration Teachers shall receive a base salary for the year equal to not less than 102% nor more than 108% of the salary listed for their step and column placement.

The exact percentage over and above the Teacher's base salary shall be determined annually by the Board, and shall apply uniformly for that year to all demonstration teachers. This additional percentage over 100% of the Teacher base salary shall not be applied to any other compensation received by a Demonstration Teacher, i.e., extracurricular or summer duties. The parties anticipate that Demonstration Teachers will not apply for any extended leave of absence, paid or unpaid, during the year they are designated. However, should such leave become necessary after being selected, the teacher shall thereupon automatically revert to regular, non-Demonstration Teacher status and compensation (pro-rated). As part of being a Demonstration Teacher, a teacher shall perform designated additional duties. The number of Demonstration Teachers in any one school year shall not exceed 20. For the term of this agreement, the Board and the PEA have agreed to compensation as follows:

2005-2006	102%
2006-2007	103%
2007-2008	103%
2008-2009	104%

ARTICLE XLIII TECHNOLOGY

§1. The Board and the Association recognize that under Act 195 and Act 88 the "utilization of technology" is designated a non-mandatory subject of bargaining about which the Board is obligated to meet and discuss at the request of the Association. The parties also recognize the obligation of the Board to bargain at the request of the Association, in accordance with law, the impact on teachers of a managerial decision to implement or utilize technology.

§2. The Board, in exchange for the acceptance by the Association of its discretionary right to implement technology, pledges that such implementation will not result in the layoff or loss of job for any current Employee.

§3. The parties mutually agree that this Agreement is not intended to and shall not be interpreted to prevent the use of technology in ways beneficial to the educational program, to the students, or to the productivity of the staff unless such intent is expressly stated.

§4. The Association recognizes that use of District computers is for the purpose of enhancing the educational process. This equipment is not to be used for the furtherance of private or business affairs unconnected with the educational process at Pennsbury School District. However, just as there is respect for the contents of a teacher's desk and files, so there needs to be respect for the contents of a teacher's computer files.

§5. Unless there is prior reason to believe that a teacher is using a computer improperly, there will not be routine or random inspection of computers. Where required by law enforcement, court order, subpoena, etc., computers will be inspected as required. If the Administration is inspecting a computer for a potential disciplinary purpose, the teacher will be given notice and an opportunity for a PEA representative to be present.

§6. Distance learning, virtual schools, and other technological enhancements of the educational program will continue to be studied, as they become available and ready for practical implementation. The Association and Administration will continue an open dialogue concerning such developments.

ARTICLE XLIV
INDEX

The Index to this Agreement is not intended to be a substantive part hereof, and any of the terms set forth in the Index are inserted purely for convenience of reference and shall not be used to construe any part of this Agreement nor its meaning or effect.

ARTICLE XLV
DURATION AND TERMINATION

§1. This Agreement shall take effect on July 1, 2005 and shall remain in full force and effect until June 30, 2009.

§2. Negotiations for a successor agreement shall commence on or about January 10, 2009.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 29th day of March, 2006, in Fallsington, Pennsylvania.

PENNSBURY EDUCATION ASSOCIATION

Richard M. Houser
President

George Croyden
Negotiator

PENNSBURY SCHOOL BOARD

Ray L. J.
President

Arlene Gordon
Vice President

Paul Blong
Secretary

