



Collective Bargaining Agreement

between

**Baldwin-Whitehall School District
(BWSD)**

and

**Baldwin-Whitehall Education Association
(BWEA)**

July 1, 2019 – June 30, 2025

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BALDWIN-WHITEHALL SCHOOL DISTRICT

AND

BALDWIN-WHITEHALL EDUCATION ASSOCIATION

JULY 1, 2019 – JUNE 30, 2025

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PREAMBLE

This Agreement has been entered into this 21st day of August, 2019, by and between the BALDWIN-WHITEHALL SCHOOL DISTRICT, hereinafter called the "EMPLOYER" or "DISTRICT" and the BALDWIN-WHITEHALL EDUCATION ASSOCIATION, hereinafter called the "ASSOCIATION."

ARTICLE I RECOGNITION/DEFINITIONS

- A. Recognition. The Employer hereby recognizes the Association as the exclusive representative of all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board pursuant to PERA –R-83-639-W. The bargaining unit consists of all full-time and regular part-time professional employees, including but not limited to classroom teachers, kindergarten teachers, special teachers, nurses, dental hygienists, librarians, instructional material specialists, guidance counselors, social workers, special projects personnel, special education teachers, EEL coordinators, ESL coordinators, gifted coordinators, intervention specialists, transition coordinators, long term substitutes and permanent substitutes; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act. Said employees are hereinafter referred to as "professional employees."
- B. Definitions
1. Regular full-time employees shall be defined as Temporary Professional Employees (TPE) or Professional Employees (PE) who are hired for the normal workday and the normal work year as provided in this Agreement.
 2. Regular part-time employees shall be defined as those Temporary Professional Employees or Professional Employees who are hired for less than the normal workday or less than the normal work year as provided in this Agreement.
 3. Permanent substitutes shall be defined as those substitute employees who are hired to fill the position of a Temporary Professional Employee or a Professional Employee who has been granted an unpaid leave of absence by the Employer beginning on the ninety-first (91st) consecutive day of leave.
 4. Long term substitutes shall be defined as properly certificated professional or temporary professional employees employed to fill a temporarily vacated position created by an employee on approved leave (other than an unpaid leave) or a vacancy caused by the termination of an employee while awaiting a final award by an arbitrator or the decision of the School Board of Directors and the final judicial determination of either of those actions, beginning on the ninety-first (91st) consecutive day of leave.
 5. Demoted employees shall be defined as those Temporary Professional Employees or Professional Employees who are involuntarily reduced from full-time to part-time employment status.
 6. Board. The term "Board" when used in this Agreement shall refer to the Board of School Directors of the Baldwin-Whitehall School District.

7. Association. The term "Association" when used in this Agreement shall refer to the Baldwin-Whitehall Education Association, PSEA/NEA.
 8. Employer. The term "Employer/the District" when used in this Agreement shall refer to the Baldwin-Whitehall School District.
- C. Non-Discrimination. Both the Employer and the Association recognize their responsibilities under federal and state civil rights laws, fair employment practice laws, and other similar constitutional and statutory requirements. In this Agreement, whenever reference is made only to the masculine gender, it shall be understood that such reference shall include both the masculine and the feminine genders.
- D. Management Rights. The Board reserves all rights and powers conferred upon it by the constitutions and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement. The right to manage shall continue to include such areas of discretion or policy as the functions and programs of the employer, standards of service, the overall budget, utilization of technology, the organizational structure and selection and direction of personnel, except to the extent limited by a provision or provisions of this Collective Bargaining Agreement.

ARTICLE II DURATION OF AGREEMENT

- A. Term. The term of this Agreement shall be for six (6) years from July 1, 2019, through June 30, 2025, renegotiating terms of the final year of the previous contract (2019-2020).
- B. Modification. This agreement shall constitute the entire Agreement between the parties except as subsequently modified by them in writing, duly executed by both parties.
- C. Waivers. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any proper subject of collective bargaining, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth herein. Therefore, the parties each waive the right to engage in collective bargaining for the purpose of altering this current agreement during its tenure, unless mutually agreed to by both parties. This waiver, however, in no way precludes the Association's right to commence collective bargaining, in accordance with the provisions of Act 195 of 1970 and Act 88 of 1992, or their successors, to develop a successor agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions

1. Grievance Defined. A grievance is an alleged violation of the written agreement between the Employer and the Baldwin-Whitehall Education Association.
2. Day. A day is defined as a work day for bargaining unit employees during the regular school term as provided in the approved school calendar. During the summer vacation period, a day is defined as any day, Monday through Friday, excluding legal holidays.

B. Procedure

1. Time Limits. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or reduced by mutual agreement.
2. Year-end Grievance. Every effort will be made to resolve all pending grievances prior to the end of the school year or as soon thereafter as possible.
3. Grievance Report. The grievance report shall contain a statement of the facts involved, the specific articles and/or the sections violated, and the relief desired.
4. Level One - Principal. A professional employee with a grievance shall present his grievance with the Association to his/her principal within ten (10) days after the cause of the grievance occurs, specifying the grievance and requesting a conference to discuss the grievance, either directly or through the Association's designated representative, with the objective of resolving the matter expeditiously. Within ten (10) days after presentation of the grievance to the principal, the principal shall make his decision and communicate the same to the employee presenting the grievance and the Association's designated representative. During those periods of time when the principal is not on duty, the grievance shall be presented directly to the Superintendent's Designee at Level Two.
5. Level Two – Superintendent's Designee. If the aggrieved is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) days after the presentation of the grievance, the grievant may file the grievance in writing with the Association within five (5) days after the decision at Level One or fifteen (15) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may refer it to the Superintendent's Designee.

6. Level Three - Superintendent If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance to the Superintendent's Designee, the grievant may file the grievance in writing with the Association within five (5) days after the decision at Level Two or fifteen (15) days after the grievance was presented to the Superintendent's Designee, whichever is sooner. Within five (5) days after receiving the written grievance, the Association may file it with the Superintendent of Schools.

7. Level Four - Arbitration. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) days after the grievance was filed with the Superintendent, the grievant may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was filed with the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association desires, it may submit the grievance to arbitration within fifteen (15) days after receipt of a request by the aggrieved person.
 - a. Voluntary Mediation. Within ten (10) days after notification of submission of the grievance to arbitration, the parties may mutually agree to submit the grievance to nonbinding mediation. The recommendation of the mediator shall be presented to both parties. Within ten (10) days after receipt of the mediator's recommendation, the Employer and the Association shall notify each other whether or not they will accept the recommendation of the mediator. If accepted by both parties, the recommendation of the mediator shall be binding upon the Employer and the Association.

 - b. Selection of Arbitrator. If the grievance has not been resolved by voluntary mediation, the parties promptly shall attempt to agree upon the selection of an arbitrator. If the parties cannot voluntarily agree upon the selection of an arbitrator within ten (10) days, either party may request a panel of arbitrators from the Pennsylvania Bureau of Mediation. Each party shall alternately strike a name until one remains. The person remaining shall be the arbitrator. The Employer representative shall strike the first name.

 - c. Arbitration Award. The award rendered by the arbitrator shall be binding upon the parties hereto, provided, however, that any decision of the arbitrator requiring legislation will only be effective if such legislation is enacted.

 - d. Authority of Arbitrator. The award of the arbitrator shall be confined exclusively to the grievance as submitted for his determination. The arbitrator shall have no authority to add to, modify, delete from or replace the terms and provisions of the Agreement.

 - e. Costs of Arbitration. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost

of the hearing room and court reporter shall be borne equally by the Employer and the Association based on a schedule established by the American Arbitration Association. Any other expenses incurred shall be paid by the party incurring same.

8. Forms. All grievances filed and decisions rendered thereto (excepting only Level Four - Arbitration) shall be submitted on the mutually agreed-to forms. The forms are set forth in Appendix "L" and Appendix "M".

C. Miscellaneous

1. Reprisals. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
2. Non-Agreement Issues. Any issues not documented in the agreement can be grieved through the first three levels of the grievance procedure, but shall not conclude in grievance mediation or binding arbitration.
3. Grievance Records. No documents, communications, and records dealing with the processing of a grievance shall be filed in the personnel file of any of the participants.
4. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. All meetings and hearings shall be conducted at times mutually agreeable to the parties involved in the grievance procedure. All such meetings shall be on non-instructional time unless otherwise arranged for by the Superintendent.
5. Group Grievance. The Association may process a grievance involving a contract interpretation question of general application to an identifiable class or group of employees. Discipline and transfer cases cannot be processed as group grievances. A group grievance must be signed by at least two of the individual employees affected if the grievance involves a group of Professional Employees. If the grievance involves a group of Temporary Professional Employees, signatures of individuals involved will not be required. The Association may submit said grievance directly to Level Two for processing. An arbitrator's decision concerning a group grievance shall operate prospectively only from the date of the filing of the grievance.

ARTICLE IV RIGHTS OF PROFESSIONAL EMPLOYEES

- A. Statutory Savings. Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act (Act 195 of 1970), or Act 88 of 1992, or other applicable laws and regulations.
- B. Just Cause Provision. The parties recognize that the tenure provisions of the Public School Code concerning discharge, suspension and demotion of tenured professional employees are mandatory and exclusive, except to the extent that Section 1133 permits the exclusive representative to grieve and to arbitrate the termination of such professional employees. However, as to situations not covered by or accepted from the tenure provisions of the Public School Code, no professional employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage provided by this collective bargaining agreement without just cause. Information forming the basis for disciplinary action will be made available upon request to the professional employee and the Association.

The Association shall have the right to grieve and to arbitrate the validity of a professional employee's termination for the causes set forth in Section 1122 of the Public School Code. The grievance shall be presented to the Superintendent of Schools at Level Three of the Grievance Procedure within ten (10) calendar days after the employee's receipt of the detailed written statement and notice as required by Section 1127 of the Public School Code. The grievance shall be endorsed with or have attached a statement signed by the affected professional employee as follows: "By the filing of this grievance, I hereby irrevocably waive the right to a termination hearing before the Board of School Directors and appeal rights as provided in sections 1121 through 1132 of the Public School Code." The time limit specified may not be extended or waived by agreement and shall be mandatory in all cases. If a grievance is not submitted as herein provided, this provision shall be void and the employee's termination thereafter may not be processed under the grievance procedure of this Agreement.

A tenured professional employee may elect to proceed by grievance and arbitration, as herein provided, or requests a tenure hearing pursuant to the Public School Code, but not both.

- C. Required Meetings or Hearings. In the event the Employer requires a bargaining unit employee to attend an investigatory meeting or hearing which the employee reasonably believes may result in disciplinary action, the employee may request union representation. The employee is entitled to an available Association representative of the employee's choice, absent extenuating circumstances. The Association representative may include legal counsel, in which case the Association will notify the Employer in advance of the investigatory meeting or hearing. Any suspension of a professional employee shall be subject to the compensation provisions of Section 1130 of the Public School Code.

When it becomes evident that there are identifiable performance issues with a particular employee that could lead to an unfavorable personnel action, the Employer shall notify the affected bargaining unit employee and the Association President of any meeting at which the

employee's attendance is required. The required notice will state the reasons for such meeting and will be provided to the affected bargaining unit employee and the Association President by e-mail at least twenty-four (24) hours in advance of the scheduled meeting. The required notice period may be shortened by mutual agreement between the Employer and the Association on a case-by-case basis.

- D. Association Identification. No employee shall be prevented from wearing pins or other similar pin size identification of membership in the Association or its affiliates.

- E. Personnel File
 - 1. Contents Available. An employee shall have the right, upon request, to review the contents of his personnel file and to make copies of any such documents contained therein at his own expense with the exception of confidential college credentials and college rating forms. An employee shall be entitled to have a representative of the Association accompany him during such review.

 - 2. Derogatory Material. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material following a meeting during which the employee has been advised that such material will be placed in her/his personnel file. The Association President shall be provided a copy of any derogatory material being placed in an employee's personnel file. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or designee and attached to the file copy.

 - 3. Documentation. Except for personal references, academic credentials, and other similar documents of a confidential nature, the individual personnel file of an employee shall be the sole documentation of such person for purposes of employment, advancement, and promotion in this District and with any other prospective employer.

- F. Verbal Complaint. No disciplinary action will be taken against any employee resulting from a verbal complaint, unless an investigation is conducted by the Employer and the facts substantiate the complaint. The employee will be advised at the beginning and periodically through the investigation process by the appropriate administrator. This section shall not apply to any complaint and/or investigation initiated and conducted by any governmental agency.

- G. Public Criticism. Supervisors, administrators, and board members shall refrain from criticizing bargaining unit employees in the presence or hearing of students, parents, other employees or members of the general public, and bargaining unit employees shall refrain from criticizing supervisors, administrators, and board members in the presence or hearing of students, parents, or members of the general public.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information. The Employer agrees, upon reasonable request, to furnish Association representatives with sufficient information not otherwise readily available to the Association to enable it to bargain effectively, to understand and discuss issues raised by the Employer, and to administer this Agreement. The Employer shall not be required to furnish information of a confidential nature, nor shall it be required to compile, abstract, or summarize information for Association use.
- B. Bulletin Boards. The Employer shall provide the Association with bulletin boards in mutually selected areas in each school building in the District in areas not normally assigned to or frequented by students. The Association shall have the right to post notices pertaining to Association business on these bulletin boards.
- C. Association Visitations. The President or other designated officers of the Association may visit the schools of the District before school, after school, and during their lunch time but not during compensated time unless special arrangements are made with the Superintendent or Assistant Superintendent. It is further understood that such visits shall be during non-compensated times for all parties involved unless arrangements are made with the Superintendent or Assistant Superintendent.
- D. Equal Rights Clause. The rights of the Association provided for in this Agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex, marital status, political affiliations, disability, or any other reason prohibited by law.
- E. Mail Facilities. The Association shall have the right to use the established mail system of the District without administrative approval, such use being limited to one (1) ordinary sized letter or bulletin per day per professional employee. In the event the capacity of said mail system is exceeded on any given day, regular mail will receive priority over Association mail. The Association shall have the right to deliver its own mail during non-compensated time. Delivery during compensated time shall require advance approval of the Superintendent or the Assistant Superintendent. Office personnel or representatives designated to the principal by the Association will place such mail in individual mailboxes.
- F. Association Days. The Association will be granted a total of thirty (30) employee days to attend conferences, conventions, or meetings related to the Association or Association business. Not more than ten (10) days will be requested for any single activity. Requests for such time must be presented to the Superintendent in writing at least forty-eight (48) hours prior to the day of the absence. When such requests are made, every effort will be made to distribute the employees involved so that absenteeism is at a minimum in a single building. All travel, maintenance, and other comparable expenses of the employee for participation in such an event shall be the responsibility of the Association.

An additional ten (10) days of Association leave shall be available on an annual basis to any

bargaining unit employee who is serving as an officer of the Pennsylvania State Education Association (PSEA) at the state level provided that the Association reimburses the District for the cost of the substitute teacher.

G. Dues Deductions

1. Deduction from Salary. The Employer agrees to deduct from the salaries of the members of the local Association, the Pennsylvania State Education Association, and the National Education Association dues as said members authorize the Employer to deduct and to transmit monies by check to the Baldwin-Whitehall Education Association.
2. Equal Installments. Deductions referred to in Paragraph 1 of this Section will be made in as nearly equal installments as practicable during the school year. Said deduction to be made beginning in the month of October and ending in the month of June.
3. Cards Supplied to the Employer. No later than the tenth of each month, the Baldwin-Whitehall Education Association will provide the Employer with authorization cards of those additional employees who have authorized the Employer to deduct dues for the Association as specified in Paragraph 1 of this Section.
4. Authorization Cards. The Employer will honor such authorization cards pursuant to the Maintenance of Membership Agreement as provided in Paragraph 5 of this Section. The sample authorization card is as follows:

Baldwin-Whitehall Education Association
Payroll Deduction Card

I hereby authorize the Payroll Supervisor of the Baldwin-Whitehall School District to deduct professional dues (BWEA, PSEA, NEA) from my paychecks according to the terms agreed upon between the District and the Association. The authorization shall be valid unless I notify the Association Officers and the Payroll Supervisor in writing that said authorization has been withdrawn. Such notice must be given fifteen (15) days prior to the expiration of the Agreement between the Association and the District.

Signed _____

Name _____
(typed or printed)

Date _____

5. Maintenance of Membership. The Employer agrees that all employees who are presently members of the Association or who become members during the life of this Agreement shall be subject to the "Maintenance of Membership" provisions of this Agreement as well as Article III, Subsection (18) of the Public Employees Relations Act, Act 195. Said employees must remain members of the Association for the life of the collective bargaining agreement with the proviso that upon written notice to the Association and the Employer within fifteen (15) days prior to the expiration of said Agreement, they may

withdraw their membership. Failure to comply shall not be grounds for dismissal; however, the Employer shall continue to withhold dues deductions from the salary of the employee until the appropriate notice of withdrawal is received under the guidelines as set forth.

6. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Employer, its agents and employees, from any and all claims, demands, suits, and/or causes of action in law or otherwise arising out of the Employer's performance of its obligations to honor Association Authorization Cards and to deduct dues as above set forth in this Article.

H. Fair Share Fee - Payroll Deduction

1. If the collection of fair share fees becomes legal, the language in Appendix K shall immediately be reinstated in full force and effect and placed in the Contract then in effect between the Baldwin-Whitehall Education Association and the Baldwin Whitehall School District.
2. A copy of the language to be placed in a future Contract if the collection of fair share fees becomes legal is attached to this Contract as Appendix K.

I. PACE – Payroll Deduction

The Employer agrees to deduct from the paycheck of all employees covered by this Agreement voluntary contributions to the Political Action Committee for Education (PACE). PACE shall notify the Employer of amounts designated by each contributing employee that are to be deducted from their paycheck on a monthly basis for all months worked. The Employer shall transmit to PACE on a monthly basis, in one check the total amount deducted.

ARTICLE VI
NO STRIKES AND NO LOCKOUTS

The Association, on behalf of its members, will not cause, condone, sanction, or take part in any strike as defined in Act 195 of 1970 and Act 88 of 1992 for the duration of this Agreement.

The Employer agrees that it will not conduct a lockout as defined in Act 88 of 1992 for the duration of this Agreement.

ARTICLE VII WORKING CONDITIONS

- A. Grade Level Classifications. For the purpose of this Agreement, each grade level shall be assigned to a building level as follows:
1. The elementary schools shall be comprised of kindergarten and grades 1, 2, 3, 4, and 5.
 2. The middle school shall be comprised of grades 6, 7, and 8.
 3. The high school shall be comprised of grades 9, 10, 11, and 12.
- B. Teaching Standards - Secondary Buildings (middle and high school). Until the Employer exercises its rights under the provisions of Section C of this Article, the following teaching standards shall apply to all employees in secondary buildings:
1. Preparation Periods. Each employee shall receive one (1) continuous preparation period each day equal to one (1) regular class period of not less than forty (40) minutes.
 - a. Exception. This provision shall not apply during those periods when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, assemblies, conferences, curriculum meetings/planning sessions, in-service programs, and parent-teacher conferences.
 - b. Additional Preparations. If an employee has more than three (3) preparations in an academic area, that employee shall be granted either one (1) additional preparation period per day per semester or be paid three hundred dollars (\$300) per semester for each additional preparation as determined by the Employer. The academic areas shall be limited to English, world language, mathematics, science, and social studies.
 - c. Preparation Defined. Preparations shall be defined as courses which have different subject content.
 2. Non-instructional Duty Assignments. Non-instructional duty assignments will be distributed on an equitable basis among the employees. A duty preference form will be given to each employee listing all non-instructional duties in the building. Employees will rank each of the duties in order of preference and return the form to the building principal. Within ten (10) days of receipt of the preference forms, a copy of each form will be forwarded to the Association. The principal shall attempt to meet the preference in assigning the non-instructional duties. Employees' assigned duties in the lower half of their preferences one year shall be assigned a duty in the upper half of their preferences the following year.
 3. Class Load. The class period load in the high school and the middle school will be

scheduled as follows:

- a. Normal Class Load. The normal teaching load shall be five (5) class periods per day in all subject areas. If an employee has more than five (5) class periods, the employee's non-instructional duty assignments (study hall, hall duty, cafeteria duty, etc.) will be accordingly reduced. If an employee has less than five (5) class periods per day, the employee's non-instructional duty assignments may be accordingly increased.
- b. Exception. The Employer may assign three (3) teachers per department to teach six (6) class periods per day. Such assignments to the first three (3) teachers in a department are involuntary. The assignments for additional class periods beyond the third teacher in the department will be voluntary and based on seniority and certification with the most senior employee with five class periods being given the first opportunity to accept the additional class load. Employees shall indicate in writing on or before April 30 of each year their willingness to accept the additional class load for the succeeding school term. No more than five (5) teachers within a department may be assigned to six (6) class periods.
- c. 6th Class Department Groupings for Payment. The following groupings shall be used (by building) to determine payment for teachers when assigned 6 class periods as defined in this section.
 - i. Baldwin High School
 - FAPA-Arts & Crafts, Family Consumer, Music, Technology Education/Industrial Arts
 - Business Education
 - English – English, ELD
 - World Language
 - Mathematics
 - Physical Education/Health
 - Science
 - Social Studies
 - Pupil Services (aka Support Services) – Speech, Gifted, Special Education
 - ii. Harrison Middle School
 - Encore – Arts & Crafts, Business Ed, Family Consumer, Music, Technology Education/Industrial Arts
 - English – English, ELD
 - World Language
 - Mathematics
 - Physical Education
 - Science

- Social Studies
- Support Service (aka Pupil Services) - Special Education, Gifted, Speech, Study Skills/Developmental Reading

d. Special Circumstances.

- i. Science – BHS. The additional compensation due Baldwin High School Science teachers who are responsible for six (6) instructional classes during any one day shall be calculated in the following manner:
 - a. The total number of student contacts (class periods) per week shall be totaled for each Baldwin High School Science teacher.
 - b. Any Baldwin High School Science teacher who has twenty-six (26) contacts or more per week shall be eligible for the additional compensation provided for in Article VII, Paragraph B.3.e of this Agreement.
 - c. Any Baldwin High School Science teacher who has twenty-six (26) contacts or more per week shall be compensated at a rate proportional to his/her number of contacts over 25 per week using the amount specified in Article VII.B.3.e. as the base rate. For example a Baldwin High School Science teacher who has twenty-six (26) contacts per week shall be compensated an additional 20% of the compensation rate specified in sub paragraph (e) below, entitled “Compensation” (20% of \$2,800 = \$560) for that semester, and a Baldwin High School Science teacher who has twenty-seven (27) contacts per week shall be compensated an additional 40% of the compensation rate specified in subparagraph (e) below, entitled “Compensation” (40% of \$2,800 = \$1,120) for that semester, etc.
- ii. Encore – HMS. The additional compensation due Harrison Middle School Encore teachers who are responsible for six (6) instructional classes during any one day shall be calculated in the following manner:
 - a. The total number of student contacts (class periods) per week shall be totaled for each Harrison Middle School Encore teacher.
 - b. Any Harrison Middle School Encore teacher who has twenty-six (26) contacts or more per week shall be eligible for the additional compensation provided for in Article VII, Paragraph B.3.e of this Agreement.
 - c. Any Harrison Middle School Encore teacher who has twenty-six (26) contacts or more per week shall be compensated at a rate

proportional to his/her number of contacts over 25 per week using the amount specified in Article VII.B.3.e. as the base rate. For example a Harrison Middle School Encore teacher who has twenty-six (26) contacts per week shall be compensated an additional 20% of the compensation rate specified in subparagraph (e) below, entitled "Compensation" (20% of \$2,800 = \$560) for that semester, and a Harrison Middle School Encore teacher who has twenty-seven (27) contacts per week shall be compensated an additional 40% of the compensation rate specified in subparagraph (e) below, entitled "Compensation" (40% of \$2,800 = \$1,120) for that semester, etc.

- iii. Fine or Practical Arts. The District may assign more than four (4) teachers six (6) classes but shall provide them additional compensation at the rate specified in subparagraph (e) below, entitled "Compensation". The limitation specified above in Paragraph 3.b. that no more than five (5) teachers within a department may be assigned to six (6) class periods, is not applicable to the Fine or Practical Arts Department.
- e. Compensation. If more than three (3) employees within a department are scheduled six (6) class periods, all employees who are scheduled six (6) class periods will be compensated \$2,800 per semester.
- f. Furlough Prohibited. The Employer shall not furlough any permanent employee who is employed on the effective date of this Agreement by reason of reduction or elimination of the professional duties of such employee which results from the assignment of six (6) class periods to another employee.
4. Standardized Tests. Employees shall not be required to score any district-wide administered standardized tests or to affix the test results to the student permanent record cards. For the purpose of this Article, a standardized test is a test administered and scored in a standardized manner which a.) compares the performance of each student with a nationally normed sample of his/her peers (e.g. ITBS, ITED) or b.) is used to compare students to some predetermined, established state or national criterion rather than to other individuals (e.g. PSSA, DIBELS). Standardized tests shall not include curriculum based or formative assessments used to assist in designing the instructional program to meet student needs.
5. Lavatory Duty. Employees may be assigned lavatory duty to prevent discipline problems. Such assignments shall not be for entire class periods.
6. Traveling Employees. Those employees who are assigned to more than one building shall be provided with a period of time of not less than twenty (20) minutes for travel purposes between buildings. On the day of travel, the employee shall not be assigned more than one (1) non-instructional duty.

7. Morning Meetings. Time scheduled prior to the start of the student day may be used by administrators and supervisors to conduct meetings with the employees. Morning meetings will not be scheduled during the week prior to the student interim reports due date.
- C. Modifications for Teaching Standards for Secondary Schools. The teaching standards for secondary schools set forth in Section B shall be effective for the 2015-16 school year and each successive year of this Agreement unless the Employer provides written notification to the Association of its desire to change such standards. Any such changes shall comply with the following provisions:
1. Notification to Association. The Employer shall provide at least twelve (12) months written notification to the Association that it desires to modify or restructure the school day which will require changes in the teaching standards.
 2. Committee. A committee shall be established to study and prepare recommendations for the Board of School Directors. Employees desiring to be considered for appointment to the committee shall file a written letter of interest with the Superintendent of Schools or designee. Due consideration will be given to employees based upon area of certification, experience, and other qualifications. The Employer shall have sole responsibility for the appointment of persons to the committee except for the Association representatives as set forth in paragraph 3 of this Section.
 3. Association Representation. The Association shall appoint not less than two (2) employees and not more than three (3) employees to the committee. Such Association representatives shall be appointed within ten (10) days after the committee members set forth in paragraph 2 of this Section are approved by the Board.
 4. Plan. The committee shall meet as often as necessary to develop a recommended plan for modification. Such plan shall be reduced to writing and presented to the Board for consideration. The Board shall reserve full authority to either accept or reject the plan and the decision of the Board shall be final.
 5. Implementation. If the Board accepts said plan, the plan shall be implemented not sooner than the beginning of next school year. The implementation of any such plan shall not be subject to the grievance procedure and arbitration as set forth in Article III of this Agreement. Any teaching standards set forth in Section B which are changed as a result of the adopted plan shall be null and void.
 6. Assurances. Any plan approved by the Board shall provide the following assurances:
 - a. Lunch Period. Each employee shall receive a duty-free lunch period of not less than thirty (30) minutes.

- b. Preparation Periods. Each employee shall receive one (1) continuous preparation period each day of not less than forty (40) minutes.
 - c. Student Day. The length of the student day shall not be increased.
 - d. Non-instructional Duty Assignments. The Employer will attempt to distribute non-instructional duties on a rotating and equitable basis among the affected employees.
 - e. Furloughs Prohibited. The Employer shall not furlough any permanent professional or temporary professional employee who is employed on the effective date of this Agreement by reason of reduction or elimination of the professional duties of such employee which results from the adoption of a modification plan.
7. Memorandum of Understanding. The Employer and the Association shall enter into a Memorandum of Understanding setting forth the terms and conditions for said assurances provided in paragraph 6. The provisions of such Memorandum shall be subject to the grievance procedure in Article III of this Agreement.

D. Teaching Standards - Elementary Schools

1. Preparation Periods – Classroom teachers. Each elementary teacher shall receive a minimum of five hundred five (505) minutes of preparation time per five (5) day week subject to the following conditions:
- a. At least two hundred eighty (280) minutes of the preparation time shall be scheduled during the student day with at least one (1) continuous forty (40) minute preparation period provided each work day. The remaining preparation time shall be provided in blocks of not less than twenty (20) minutes except that preparation time which is scheduled in conjunction with the employee's lunch period.
 - b. Except in unusual circumstances, such as weather emergencies, employees will receive a forty-five (45) minute preparation period prior to student contact. Preparation time scheduled prior to the student day may be used by administrators and supervisors to conduct meetings with the employees. The use of the preparation time prior to student contact shall be limited to no more than eight (8) meetings per month with no more than three (3) such meetings per employee during a five (5) day work week nor more than one (1) meeting per day, during the preparation time of elementary teachers. MDE, IEP, MTSS or PDE equivalent meetings shall not be considered in this provision, it being understood between the parties that such meetings may only be conducted during the preparation time prior to student contact.
 - c. Morning meetings will not be scheduled during the week prior to the student interim reports due date. If a teacher attends a morning meeting, the District shall not conduct any other meetings for the teacher on that day. Furthermore, if the District

conducts a meeting during an elementary teachers' scheduled preparation time, the topics of discussion for said meeting shall not be topics of discussion that could be discussed in a morning meeting.

- d. This provision relating to preparation periods shall not apply at those times when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, conferences, curriculum meetings/planning sessions, and in-service programs.
 - e. For purposes of this article, classroom teachers shall be defined as K-5 homeroom, coaches, special education, ELD, academic support and Title I.
2. Preparation Periods – Special Area teachers. Each elementary special area teacher shall receive a minimum of four hundred seventy (470) minutes of preparation time per five (5) day week subject to the following conditions:
- a. At least two hundred forty-five (245) minutes of the preparation time shall be scheduled during the student day with at least one (1) continuous thirty-five (35) minute preparation period provided each work day. The remaining preparation time shall be provided in blocks of not less than twenty (20) minutes except that preparation time which is scheduled in conjunction with the employee's lunch period.
 - b. Except in unusual circumstances, such as weather emergencies, employees will receive a forty-five (45) minute preparation period prior to student contact. Preparation time scheduled prior to the student day may be used by administrators and supervisors to conduct meetings with the employees. The use of the preparation time shall be limited to no more than six (6) meetings per month with no more than two (2) such meetings per employee during a five (5) day work week. MDE, IEP, MTSS or PDE equivalent meetings shall not be considered in this provision.
 - c. Morning meetings will not be scheduled during the week prior to the student interim reports due date.
 - d. This provision relating to preparation periods shall not apply at those times when special activities/programs are scheduled. Special activities/programs shall include but shall not be limited to field trips, conferences, curriculum meetings/planning sessions, and in-service programs.
 - e. For purposes of this article, special area teachers shall be defined as art, business/informational technology, library, music and physical education.
3. Non-instructional Duty Assignments
- a. Lunch/Recess Duty. Elementary employees may be assigned to lunch/recess duty as

long as they receive the Preparation Periods outlined in Article VII, Working Conditions. Such duty assignments will be distributed on an equitable basis among the employees.

- b. Monitoring and Supervision. Employees shall be responsible for the monitoring and supervision of students during arrival and dismissal times, to and from recess/lunch, and to and from special area classes. On those days when employees have either recess or lunch duty, they shall be responsible for monitoring students only to or from lunch/recess.
 - c. Nurses Exception. Nurses shall not be assigned to any non-instructional duty assignments.
4. Standardized Tests. Employees shall not be required to score any district-wide administered standardized tests or to affix the test results to student permanent record cards. For the purpose of this Article, a standardized test is a test administered and scored in a standardized manner which a.) compares the performance of each student with a nationally normed sample of his/her peers (e.g. ITBS, ITED) or b.) is used to compare students to some predetermined, established state or national criterion rather than to other individuals (e.g. PSSA, DIBELS). Standardized tests shall not include curriculum based or formative assessments used to assist in designing the instructional program to meet student needs.
 5. Traveling Employees. Those employees assigned to more than one building shall be provided with a period of time of not less than twenty (20) minutes for the purpose of travel between buildings.
 6. Attendance Records. Elementary employees shall not be required to maintain or complete the annual state attendance register; however, each employee shall complete and submit such records to the principal as may be required for the School District to comply with state laws and regulations.

E. Leaving the Building

1. Lunch Period. An employee may leave his/her assigned building during the thirty (30) minute duty-free lunch period provided that the employee has given proper notification to the building principal or principal's designee.
2. Preparation Period. An employee may leave the building during his/her preparation period provided that the building principal or the principal's designee has granted authorization to the employee. The employee shall state the reason for the request and the destination.

F. Individual Educational Programs

1. Meetings Scheduled. When an employee is required to participate in an Individualized Educational Program (IEP) conference, review, evaluation, or re-evaluation, or any meeting to fulfill the requirements of federal and state laws and regulations or standards or relating thereto, the meeting shall be scheduled during the employee's regular work day and work year except under conditions beyond the control of the Employer, including the inability or refusal of the parent to attend during the employee work day.
2. Payment or Compensatory Time. If an employee is required to participate in an IEP meeting at a time other than during the normal work day, the Employer may either pay the employee at the hourly rate as set forth in Article X, Section H (Additional Contractual Services) or grant compensatory time for attendance at the meeting. Such payment or compensatory time shall be at the sole discretion of the Employer. If compensatory time is granted, the employee's supervisor shall schedule the compensatory time.

G. Class Size

1. Elementary Schools. Maximum class sizes, including special education students as set forth in paragraph 4, shall be established for the following school term based on available enrollment data as of the second Friday of May as follows:
 - a. For kindergarten the maximum class size shall be twenty-three (23) students.
 - b. For primary grades 1, 2, and 3, the maximum class size shall be twenty-five (25).
 - c. For intermediate grades 4 and 5, the maximum class size shall be twenty-eight (28).
 - d. Enrollment Changes/Payments. Teachers may be over the maximum by one child without a new section being added until each teacher in that grade level in that school reaches the maximum plus one. When each teacher reaches the maximum plus one, a new section of that grade level in that school will be added, through August 1. After August 1, those class size limitations may be exceeded.
 - e. Enrollment Changes/Payments. If after August 1st student enrollments change, the class limitations may be exceeded. If the class maximums are exceeded on or after the second Friday in May, the affected employee shall be paid in accordance with the provisions of Paragraph 9 of this Section.
 - f. The language outlined in G.1.d and e and School Board Policy 206, "Assignment within the District" (or any other similar Board Policy) are mutually exclusive.
 - g. The Employee shall submit a class roster on or after the tenth (10th) day of school. They are to submit an updated roster if their class continues to gain students after the

tenth (10th) day of school. The affected employee(s) shall be paid in accordance with the provisions of Paragraph 9 of this Section.

2. Departmentalized Elementary Classes. If any grade levels in any elementary school utilize departmentalized classes or class regrouping for instruction, the provisions of Paragraph 1 shall not apply; however, the average number of students in the grade level per employee shall be used. The average number of students assigned per teacher in the elementary school shall be computed by taking the sum of all the students in the grade level and dividing by the number of classroom teachers at the grade level. If, because of student enrollment changes which occur after the second Friday of May, the average per employee exceeds the numbers as set forth in Paragraph 1, the class size limitations may be exceeded, but the affected employee shall be paid in accordance with the provisions of Paragraph 9 of this Section. The decision for establishing departmentalized elementary classes resides solely with the Employer.
3. Elementary Special Area Classes. For elementary art, general music, physical education, and library classes, the provisions of Paragraph 1 shall not apply for each class being taught by a special area employee; however, the average number of students per week shall be used. The average number of students assigned in all classes shall be computed taking the sum of all the students in all of the employee's classes and divided by the number of classes taught per week. If the average exceeds twenty three (23) for kindergarten, twenty-five (25) for primary grades and twenty-eight (28) for intermediate grades, the Employer shall pay the affected employee(s) in accordance with the provisions of Paragraph 9 of this Section. The primary and intermediate grades will be calculated based on each individual grade level.
4. Elementary Special Education Students. Special education students in the elementary school who are assigned to regular classroom teachers shall be included in the computation of the maximums established on the second Friday of May through August 1st as provided in Paragraph 1 of this Section and subject to the following conditions:
 - a. If the special education student is assigned to the regular classroom for fifty per cent (50%) or more of the student's educational program time the student shall be counted as one.
 - b. If the special education student is assigned to the regular classroom less than fifty per cent (50%) of the student's educational program time, the student shall be counted as one-half; therefore, if two half-time special education students are assigned to one class, they shall be counted as one student.
 - c. Such time shall be calculated and based on the student's approved individualized education program (IEP) as of the second Friday of May through August 1st. If any change occurs in the IEP following this date, no change shall be made in the class counts.

5. Elementary Classroom Rosters. In scheduling, an attempt shall be made by the District to balance classrooms in each grade level by academic and/or behavioral needs of the students.
 6. Reduction of Sections. If, after the Employer has established class sections and staffing patterns in accordance with the appropriate class size limitations, the number of students enrolled in a particular grade level shall fall below original estimates, the Employer shall be entitled to eliminate those class sections which are no longer required to comply with this Section; provided, that such changes shall be made prior to the beginning of the employee work year.
 7. Secondary Grades. The average number of students assigned to all classes shall not exceed twenty nine (29) students with a maximum for any one class not to exceed thirty (30) students. The average number shall be computed by taking the sum of all the students in all of the employee's regular classes and dividing by the number of classes taught. The Employer shall have until the tenth day of the school term to make adjustments required bringing itself into compliance with the forgoing maximums. When new students enroll after this date, the maximums may be exceeded in order to schedule such students; however, the affected employee(s) shall be paid in accordance with the provisions of Paragraph 9 of this Section.
 8. Exceptions. All non-instructional duties, including but not limited to study hall, detention hall, hall duty, cafeteria duty, playground duty, and bus duty, shall be excluded from the provisions of this Section. Performing groups at all grade levels, homeroom, physical education classes, health classes, and driver education classes at the secondary schools, shall be excluded from the provisions of this Section.
 9. Payment.
 - a. Elementary Classroom Teachers. Whenever the total number of students exceeds the limitations as set forth above, the Employer shall pay the affected classroom teacher, for each semester, an amount of two hundred fifty dollars (\$250) per student multiplied by the number of students exceeding the limitations. Classroom teachers are those defined in Article VII, Section D.1.e.
 - b. Elementary Special Area Classes. Whenever the total number of students exceeds the limitations as set forth above, the Employer shall pay the affected special area teacher, for each semester, an amount of sixty dollars (\$60) per student multiplied by the number of students exceeding the limitations. Special Area Teachers are those defined in Article VII, Section D.2.e.
- H. Evaluation of Students. The employee shall have the right to determine the grades and/or evaluations for students upon completion of planned courses; however, the principal shall have the right to change any grade and/or evaluation provided that the principal has consulted with the employee before any change is made. Any change of a grade by the principal shall be

so indicated on the permanent record card.

I. Meetings and Programs for Social Workers.

1. Meetings Scheduled. When a social worker is required to participate in activities including but not limited to meetings, programs, or IEP conferences, such activities shall be scheduled during the employee's regular workday and work year except under conditions beyond the control of the Employer.
2. Payment or Compensatory Time. If an employee is required to participate in an activity (e.g., meeting, program, or IEP conference) at a time other than during the normal work day, the Employer may either pay the employee at the hourly rate set forth in Article X, Section H (Additional Contractual Services) or grant compensatory time for attendance at said activity. Such payment or compensatory time shall be at the sole discretion of the Employer. If compensatory time is granted, the Assistant Superintendent shall schedule such compensatory time.

J. School Nurses.

1. School nurses shall be entitled to a thirty (30) minute duty-free lunch and one (1) continuous planning period per day consistent with grade level assignments.

K. Working Conditions – Speech Pathologist

All terms and conditions of employment that are not addressed below relative to speech pathologists shall remain in effect for the life of this agreement.

1. Caseload/Contracts Meeting. Speech pathologists shall meet for one-half ($\frac{1}{2}$) day during a student day in the month of May for the purpose of sharing caseload data information.
2. Preparation Periods. Speech pathologists shall have one (1) continuous preparation period/day during the student day consistent with grade level assignment plus one (1) additional continuous preparation period per week also within the student day.

L. ELD Preparation Time Meetings

1. ELD Teachers shall meet for one (1) day during the student day within the fourth (4th) nine week grading period for the purpose of scoring standardized EL \u00c2 tests.
2. ELD Teachers may request one (1) continuous half-day per semester for the purpose of student monitoring, student observation, teacher collaboration, student conferencing, and data collection.

ARTICLE VIII DISTANCE LEARNING

A. Definitions

1. Online education shall refer to a class or course that primarily utilizes the Internet and other web-based technologies to deliver instruction and content to students, in a synchronous or an asynchronous environment, who are not physically located in the classroom with the instructor.
2. Student is defined as any individual receiving the benefit of curriculum instruction provided by, originating from, or received in, the District.
3. Distance Learning Course Baldwin-Whitehall Taught shall mean a class which originates from the District and is delivered live to District students and to students outside of the District or solely to students outside of the District. Employees who are selected to teach a distance learning course will do so as one of their contractually obligated teaching periods. Flexible teacher schedules may occur in the future but shall be bargained between the Association and the District.
4. Distance Learning Course Baldwin-Whitehall Facilitated shall mean a class which originates from an off-site location and is delivered to students through the use of technology, but is facilitated by a District teacher who is responsible for taking daily attendance, supervising and managing the behavior of students in the instructional space, trouble-shooting/seeking assistance for any technology or communications issues experienced by the students participating in the course, and providing students with guidance and support as needed. Employees who are selected to facilitate an online course will do so as one of their contractually obligated duty periods.
5. Online Course-Baldwin-Whitehall Taught shall mean an online class which is taught by a District teacher. Employees who are selected to teach an online course will do so as one of their contractually obligated teaching periods. Flexible teacher schedules may occur in the future but shall be bargained between the Association and the District.
6. Online Course-Baldwin-Whitehall Facilitated shall mean an online class which is facilitated by a District teacher. Employees who are selected to facilitate an online course will do so as one of their contractually obligated duty periods. Duties of the facilitator include: taking daily attendance, supervising and managing the behavior of students in the instructional space, trouble-shooting/seeking assistance for any technology or communications issues experienced by the students participating in the course, and providing students with guidance and support as needed. Employees who are selected to facilitate an

online course will do so as one of their contractually obligated duty periods. It is acknowledged and agreed that while students may be enrolled in different courses, the facilitated course will be treated as a single duty period.

7. Online Alternative Education/Supplemental Instruction/Credit Recovery courses shall mean a class in any of these categories. Employees who are selected to teach or deliver online instruction will do so as one of their contractually obligated teaching periods.
- B. Staff Reduction. The district's participation in or use of online/distance learning shall not result in the elimination or reduction of any current professional staff positions.
- C. Class Size. Online/distance learning course enrollment shall not exceed 20 students per class.
- D. Course Development and Teaching Opportunities.
1. When new online/distance learning courses are proposed to be developed, district administration shall promptly email to the email address of every Professional Employee and post on the District website a notice thereof. This posting shall include the course title and details regarding the course proposal including grade level, due date for course completion, basis of review/acceptance of course and payment terms. Employees selected to develop these courses will be provided with sufficient training in a timely manner.
 2. When possible, the teacher hired to develop an online course will be given right of first refusal to teach the course as part of his/her schedule.
 3. Online/distance learning courses taught by BWEA members will be considered a class assignment and will not count as an additional preparation if the only difference is the method by which the instruction and content is delivered. (i.e. Honors English 9 on-site and Honors English 9 online = 1 preparation. Honors English 9 on-site and Honors English 10 online = 2 preparations.)
 4. BWEA employee will have the right to apply to teach online/distance learning courses on an annual basis.
 5. In the event no BWEA employee applies to develop the proposed course, administration reserves the right to seek appropriately certified non-BWEA personnel to complete the development on behalf of the District.
 6. In the event no BWEA employee applies to teach or facilitate a course outside of the normal workday, administration reserves the right to seek appropriately certified non-BWEA personnel to teach or facilitate the course.

E. Compensation

1. Course Development. Course development shall be paid at the curriculum writing rate as noted in Article X.
2. Course Instruction
 - a. Employees who are selected to teach an online/distance learning course will do so as one of their contractually obligated teaching periods. Flexible teacher schedules may occur in the future but shall be bargained with the Association.
 - b. Employees who are selected to facilitate an online/distance learning course will do so as one of their contractually obligated duty periods. It is acknowledged and agreed that while students may be enrolled in different courses, the facilitated course will be treated as a single duty period. Flexible teacher schedules may occur in the future but shall be bargained with the Association.
 - c. For courses offered outside of the regular teaching schedule, the professional employee will be compensated \$1,500 for full year, 1 credit courses with 5 students. Enrollment beyond 5 students will be prorated at the rate of \$200 per student. Semester courses will be prorated at ½ the base (\$750) and student rate (\$100). Examples are found in the compensation table below.

Year Long, 1 Credit Courses.

<u>Number of Students</u>	<u>Base</u>	<u>Additional Compensation Based on Enrollment</u>	<u>Total</u>
<u>5</u>	<u>\$1,500</u>	<u>\$0</u>	<u>\$1,500</u>
<u>10</u>	<u>\$1,500</u>	<u>\$1,000</u>	<u>\$2,500</u>
<u>15</u>	<u>\$1,500</u>	<u>\$2,000</u>	<u>\$3,500</u>
<u>20</u>	<u>\$1,500</u>	<u>\$3,000</u>	<u>\$4,500</u>

Semester, ½ Credit Courses.

<u>Number of Students</u>	<u>Base</u>	<u>Additional Compensation Based on Enrollment</u>	<u>Total</u>
<u>5</u>	<u>\$750</u>	<u>\$0</u>	<u>\$750</u>
<u>10</u>	<u>\$750</u>	<u>\$500</u>	<u>\$1,250</u>
<u>15</u>	<u>\$750</u>	<u>\$1,000</u>	<u>\$1,750</u>
<u>20</u>	<u>\$750</u>	<u>\$1,500</u>	<u>\$2,250</u>

F. Administrative Observations and Evaluation

1. The District shall apply the same criteria to evaluate the professional employees participating in online/distance learning courses as used to evaluate professional employees in traditional classrooms.
2. Administrators may perform observations of facilitation of online/distance learning courses taught during the school year either synchronously or asynchronously and incorporate such observations into the professional employee's final evaluation.
3. Certified professional employees who are teaching students in districts other than Baldwin-Whitehall using the online/distance learning courses shall only be evaluated by an administrator within the District.
4. Professional employees teaching an online/distance learning course will be notified if the course is being recorded or archived.

G. Future Issues. Additional standards and procedures regarding online/distance learning courses not already contained in this article of the agreement shall be bargained between the Association and District.

ARTICLE IX WORK YEAR AND WORK DAY

A. Employee Work Year

1. Employee Work Year. The annual contract salaries set forth in the Salary Schedules are based on 192 days for each year of the Agreement for professional employees and 195 days for temporary professional employees and first year employees new to the District.
2. Instructional Days. No employee shall be required to work more than 182 student instructional days.
3. Beginning of the School Term. Prior to the beginning of the school term, one (1) clerical day shall be scheduled. The window of time that the school is available for staff shall be communicated to the staff by no later than August 1st. Employees may complete their seven (7) hours of clerical time either in one (1) day or over two (2) dates within the window of time provided by the District.
4. Clerical Days. At the end of the first and third academic quarters during the school term, one-half (1/2) clerical day shall be scheduled. At the end of the second academic quarter (semester change), a full clerical day will be provided. Staff may complete their clerical tasks from home, at another location, or at another time. All clerical tasks related to grade preparation must be completed no later than the dates set by the District. All clerical days must be assigned or utilized in indivisible increments of 3.5 hours.
5. End of the School Term. At the end of the school term, one (1) clerical day shall be scheduled to be completed at school; however, the principal may schedule meetings with the employees during this clerical day.
6. IEP/Reevaluation Report Writing Days. Special education teachers may request from the building administration substitute teacher coverage for the purpose of IEP and reevaluation report writing. Requests will be considered by the administration based on the number of students on the teacher's roster, challenging cases, and unusual situations that may occur. Requests shall be granted for one-half (1/2) day or full day coverage and must be amenable to both the employer and the employee.
7. Professional Learning Days.
 - a. Professional and Temporary Professional Employees shall complete Differentiated Supervision Action Plans in lieu of attending District identified professional development days. Professional staff with pre-approved plans may work according to the timeline and tentative dates, hours and location identified in their plan. All Differentiated Supervision Action Plans must be completed prior to the guideline dates established by the District, in accordance with the plan established. Professional staff that do not have pre-approved Differentiated Supervision Action

Plans are required to attend District professional development on the dates included in the school calendar.

- b. The mandatory reporting professional development days and the flexible professional development days will be reflected in the School Calendar that is Board approved in the Spring, prior to the commencement of the school year. The number of hours an employee spends working on a Differentiated Supervision Action Plan as flexible time shall equal the amount of time the employee is excused from completing professional development time at her/his school. Any additional changes to professional development shall be bargained between the Association and the District.
- B. Work Year for Guidance Counselors. The contract year for guidance counselors shall be five (5) additional working days. The additional five (5) days beyond the employee work year as set forth in Paragraph 1, Section A of this Article shall be pro-rated on the basis of the guidance counselor's base salary as provided in the Salary Schedule.
 - C. Work Year for Librarians. Each librarian may request to use all or part of the clerical and in-service time provided in this Section immediately prior to the beginning of the regular work year for the purpose of preparing for the new school term. Arrangements shall be coordinated with the building principal and the employee's schedule shall be adjusted accordingly.
 - D. Normal Work Day. The normal work day, including a thirty (30) minute duty-free lunch, shall be eight (8) hours.
 - E. Parent Interaction Time
 1. Open House. Open house attendance shall be mandatory for all professional employees unless excused for emergency reasons by the building principal. Employees shall be compensated through an early dismissal on the day of open house. An employee who is assigned to more than one building shall be required to attend the open house at each building except when open house is scheduled at the same time for each building in which case the employee's attendance shall be determined by the building principal(s). Said employees who attend more than one open house shall be compensated through released time. Arrangements for compensatory time and resolution of any conflicts shall be made by the building principal(s).
 2. Parent Meetings. Each employee shall participate in one evening meeting with parents of two (2) hours as scheduled by the Employer. Employees shall be given at least thirty (30) days notice of all such meetings. Participation and attendance shall be mandatory for all employees on an annual basis.

F. Work Year and Work Day for Social Workers

1. Work Year. All social workers will work the same 192 days as teachers. If social workers are needed beyond the 192 days, the District will contract them out the same as the teachers at their hourly rate.
2. Normal Work Day. The normal workday, including a thirty (30) minute duty-free lunch, shall be eight (8) hours per day for each year of this Agreement.

G. Speech Pathologists. Each speech pathologist may request to use all or part of the clerical and in-service time provided in this Section immediately prior to the beginning of the regular work year for the purpose of preparing for the new school term. Arrangements shall be coordinated with the building principal and the employee's schedule shall be adjusted accordingly.

ARTICLE X
PROFESSIONAL COMPENSATION

- A. Salary Schedules. The salaries of the employees of the bargaining unit as covered by this Agreement are set forth in the Appendix as follows:

Appendix "A" – 2019-2020 salaries

Appendix "B" – 2020-2021 salaries

Appendix "C" – 2021-2022 salaries

Appendix "D" – 2022-2023 salaries

Appendix "E" – 2023-2024 salaries

Appendix "F" – 2024-2025 salaries

B. Salary Schedule Movement

STEPS

<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>	<u>2024-25</u>
--	--	--	--	--	1/1a
--	--	--	--	1/1a	2
--	--	--	1/1a	2	3
--	--	1/1a	2	3	4
--	1/1a	2	3	4	5
1	2	3	4	5	6
2	3	4	5	6	7
3	4	5	6	7	8
4	5	6	7	8	9
5	6	7	8	9	10
6	7	8	9	10	11
7	8	9	10	11	12
8	9	10	11	12	13
9	10	11	12	13	14
10	11	12	13	14	15
11	12	13	14	15	16
12	13	14	15	16	17
13	14	15	16	17	18
14	15	16	17	18	19
15	16	17	18	19	19
16	17	18	19	19	19
17	18	19	19	19	19
18	19	19	19	19	19
19	19	19	19	19	19

Explanation: Employees will move horizontally from their step placement during the 2018-19 school term; e.g., an employee on Step 11 in 2018-19 will move to Step 12 in 2019-20, to Step 13 in 2020-21, to Step 14 in 2021-22, to Step 15 in 2022-23, and to Step 16 in 2023-24.

C. Placement on Salary Schedule

1. Years of Service. An employee's placement on the vertical salary column (years of service) shall be calculated on the basis of an employee's actual number of days worked each school year in relationship to the contracted number of days as provided in Article IX. All salary schedule step placements shall be made in accordance with the provisions of this Article.
2. Initial Step Placement. The initial placement of a newly hired employee on the vertical salary column shall be that point agreed upon between the employee and the Employer. The Employer shall not be required to grant credit for prior work experience to newly hired employees, except in the case of Transfer of Entities personnel. Beginning with the 2020-21 school year, all new hires with no prior work experience shall be placed at Step 1. Upon the satisfactory completion of the first observation/evaluation, but no sooner than the end of the first marking period, the employee shall be moved to Step 1a for the remainder of the school year.
3. Salary Step Movement. An employee who works the full contracted year shall move one step on the salary column at the beginning of the following school year, provided the employee received an overall satisfactory evaluation for the school year. When an employee receives an overall unsatisfactory evaluation as defined in Section C of Article XVII in this Agreement at the end of a school year, the Employer will withhold the scheduled increase in the salary for the subsequent school year. If the employee attains a satisfactory rating the subsequent school year, the employee shall be placed prospectively on the salary schedule as if he/she had not received an unsatisfactory rating. The result of a salary withhold is that an employee assessed as unsatisfactory will forever forfeit the increase in salary that the employee would have received during the time period following the unsatisfactory rating and prior to the issuance of a satisfactory rating.
4. Partial Service Credit. A partial year's service credit (half-step placement) results, when at the beginning of a particular school year, an employee is credited with less than one (1) full year of service; or, in the case of a more senior employee, is credited with one (1) or more full year of service plus some additional number of work days' service which is less than another full year of service.
5. Reason for Partial Service. A partial year's service ordinarily results because of an employee's initial employment after the beginning of the school year (late entry), and/or because of an unpaid leave of absence for which credit is not granted for advancement on the vertical salary schedule.
6. Step Placement. All employees who had been employed by the District at the end of the 2018-19 school year will be established at a salary schedule step placement on the basis of all previous credited years of service.
7. Partial Work Year. During each school year during the term of this Agreement,

employees who work less than forty-five (45) days shall receive no credit for advancement on the salary schedule in the following school year. Employees who work at least forty-five (45) days but less than ninety-five (95) days shall receive one-half year of credited service and shall advance one-half step on the salary schedule in the following school year. Employees who work ninety-six (96) days or more shall receive one (1) full year of credited service and shall advance one (1) step on the salary schedule for the following school year.

8. Partial Work Day. Part time employees who work less than the normal work day as provided in Article IX shall receive a prorated credited year of service for each full year worked based on the proportion that their contracted partial work day bears to the full normal work day provided for under Article IX, Section D. Additionally, part time employees that work in the capacity of permanent substitute or long term substitute during the non-contracted portion of their work day shall be credited for that service in the following manner:
 - a. Employees who work less than forty-five (45) days shall receive no credit for advancement on the salary schedule in the following school year.
 - b. Employees who work at least forty-five (45) days but less than ninety-five (95) days shall receive one-half year of credited service and shall advance the prorated equivalent on the salary schedule in the following school year.
 - c. Employees who work ninety-six (96) days or more shall receive one (1) full year of credited service and shall advance the prorated equivalent on the salary schedule for the following school year.

D. Lateral Movement on the Salary Schedule. The following procedures shall apply to qualify for lateral movement on the salary schedule:

1. Bachelor's Degree + 15 Credits. Only credits taken from an accredited college or university following graduation or in-service credits by the Department of Education shall be considered. A transcript or legible grade reports must be submitted to verify completion of the fifteen (15) credits.
2. Master's Degree. Salary credit for the Master's degree can be granted only upon receipt of an official transcript (bearing school seal and date degree was conferred) or for employees hired prior to July 1, 2015, and the Equivalent Master's Degree Certificate awarded by the Pennsylvania Department of Education. For all employees hired after July 1, 2015 the Equivalent Master's Degree shall not be recognized above the level of Bachelor's Degree + 15 Credits.
3. Master's Degree + 15 Credits. Credits to apply for the M+15 must be graduate degree

credits taken from an accredited college or university and taken after the awarding of the Master's degree. Master's degree shall mean such degree granted by an accredited college or university or by the awarding of an Equivalent Master's Degree Certificate by the Pennsylvania Department of Education. A transcript or legible grade reports must be submitted to verify completion of the fifteen (15) credits.

4. Master's Degree + 30 Credits. Credits to apply for the M+30 must be graduate degree credits taken from an accredited college or university and taken after the awarding of the Master's Degree. Master's Degree shall mean such degree granted by an accredited college or university or by the awarding of an Equivalent Master's Degree Certificate by the Pennsylvania Department of Education. A transcript or legible grade reports must be submitted to verify completion of the thirty (30) credits.
5. Doctor's Degree. Salary credit for the Doctor's degree can be granted only upon receipt of an official transcript (bearing school seal and date degree was conferred).

E. Substantiation. The employee is required to substantiate educational degrees and credits and prior service through official college transcripts or credit reports and letters of verification from previous employers respectively prior to the beginning of the school term in which the salary adjustments would be made. If such substantiation cannot be provided by the first day of the new school term, the employee must submit written notice indicating that such substantiation will be forthcoming. In such cases, the Employer shall withhold any financial remuneration until substantiation has been received. If substantiation is received on or before November 30, the Employer shall make adjustments retroactive to the beginning of the school term.

F. Extracurricular Activities

1. Activities. The Employer has adopted a schedule of approved activities and salaries to be paid during the term of this Agreement. This schedule is set forth in this Agreement solely for the purpose of indicating agreement upon salaries. The Employer retains its sole right to add or to delete activities from this listing without limitation when it deems it necessary to do so, and to assign or remove the person or persons appointed to such position when it deems it to be in the best interests of the activity or the educational system to do so. However, if a sponsor is to be removed from an extracurricular assignment, the sponsor will be advised of his removal prior to the recommendation being acted upon by the Board of School Directors. It is the right of the Association to negotiate the rate of pay for any activity newly approved by the Employer during the term of this Agreement.

2. Positions Created. The Employer also retains the right to create one or more positions which are or could be classified as "professional" and incorporated into the bargaining unit, for the purpose of combining the duties of such position with those of an extra-curricular sponsor or coach, i.e., Athletic Director or Coordinator-Head Football Coach; provided that the duties of such position may not include the functions of classroom instruction, guidance counseling, or school nursing, but may include non-instructional duties. The incumbent of such position shall not accrue seniority within the bargaining unit and, during reduction in force, may not bump any bargaining unit member; nor may such incumbent be bumped from such position by any bargaining unit member.
3. Compensation Guidelines. Extracurricular activity sponsors and event management personnel shall be paid at the rates as provided in Appendix "H", Appendix "I", and Appendix "J" of this Agreement.
4. Extracurricular Summarization Reports. The sponsor of each extra-curricular activity will submit to the Superintendent of Schools or his designee, within two (2) weeks after its culmination, a summary of the activities of the group for the school year. Such summary will include the number of meetings held, special projects conducted, and any recommendation for improvement. The Employer will give each sponsor a reminder notice with any appropriate forms for this report during the final two weeks of the activity.

G. Method of Payment

1. Pay Dates. All employees in the bargaining unit covered by this Agreement shall choose one of two plans to receive their compensation:
 - a. Plan "A": alternate Fridays from September through August
 - b. Plan "B": alternate Fridays from September through June
2. Selection. Any employee electing to be paid under Plan "B" shall notify the Payroll Supervisor of such election, in writing, not later than August 1 for the following school year. The absence of written notice to the Payroll Supervisor shall indicate that those employees have elected to be under Plan "A." There shall be no change in the elected method of payment by any employee after August 1 for the following school year.
3. Direct Deposit. All professional employees shall be required to use direct deposit.

H. Additional Contractual Services

1. Activities. Employees in the bargaining unit who volunteer and who are assigned by the Employer to perform approved activities which are scheduled beyond the regular work day as provided in Article IX, Section D, or beyond the regular work year as provided in

Article IX, Sections A and B shall be paid a standard hourly rate as herein provided. The activities for which this standard hourly rate is paid shall be limited to the following:

- a. Curriculum writing
 - b. Summer school instruction
 - c. Homebound instruction
 - d. Job related activities
2. Exception. No compensation under this provision shall be paid for any work performed for which released time is provided or for any work performed in connection with any extracurricular activity.
 3. Rates of Pay. The hourly rate paid for all years of the agreement under this provision shall be established as \$32.00 per hour.

I. Military Salary Credit

1. Credit on salary scale for those temporary professional and professional employees entering military service immediately following graduation from college shall be granted:
 - a. One (1) year credit on salary scale for those having served twelve (12) to thirty (30) months military service.
 - b. Two (2) years credit on salary scale for those having served thirty (30) or more months military service.
2. Temporary professional and professional employees who had at least twenty-four (24) months of active military service previous to graduation from college will be granted an increment of one hundred dollars (\$100.00) on base salary. Provisions of this policy shall not extend beyond cessation of the Vietnam War.

J. Salary Schedule for Social Workers. Social Workers will be placed accordingly on the teacher's salary schedule.

**ARTICLE XI
EMPLOYEE BENEFITS**

A. Medical Insurance Benefit Option Plan

1. Time Period. For the period beginning on July 1, 2019, and continuing through the term of this Agreement, the Employer shall provide a medical insurance benefit option plan (hereinafter referred to as "Benefit Option Plan") as set forth in this Section A.
2. Medical Insurance Options. The Employer shall provide to the employees such medical insurance options in accordance with the terms and conditions as set forth below:
 - a. The AIU Insurance Consortium managed care plans (hereinafter referred to as the "managed care plans"), as of the effective date of this Agreement, including the Community Blue Flex EPO Plan and the Community Blue Flex PPO Plan, shall be offered. Additional and/or alternative managed care plans may be offered during the term of this Agreement as the same become available through the AIU Insurance Consortium or its successors.
 - b. The Employer also may offer such other managed care plan options as it deems feasible. These may be in addition to those offered by the AIU Insurance Consortium.
3. Eligible Permanent Full-Time Employees. All permanent full-time employees as defined in Article I of this Agreement, shall be eligible to enroll in one of the medical insurance options and to receive the following:
 - a. Monthly Payments. For all eligible employees, the Employer shall pay an amount not to exceed the monthly premiums for Community Blue Flex EPO Plan (or AIU replacement plan if applicable) offered through the AIU Insurance Consortium. At their option, eligible employees may elect coverage under the Community Blue Flex PPO by paying the full amount of the difference between the premium costs for the Community Blue Flex EPO and the Community Blue Flex PPO.
 - b. Employee Contributions. Effective July 1, 2019, each permanent full-time employee who elects a managed care plan shall pay to the District through payroll deduction, contributions toward the employer paid cost of the premium as follows:

8.5% of premium	effective July 1, 2019
8.5% of premium	effective July 1, 2020
8.5% of premium	effective July 1, 2021
9.0% of premium	effective July 1, 2022
9.0% of premium	effective July 1, 2023
9.5% of premium	effective July 1, 2024

- c. Dual Coverage. In the event that both spouses are employees of the District, only one such employee shall be entitled to subscribe for the family, parent and child, parent and children, or spousal coverage programs under the Benefit Option Plans; however, if both spouses are employees of the District, each may subscribe under the Benefit Option Plans for individual coverage only.

4. Eligible Part-time Employees. All Permanent part-time employees as defined in Article I, Section B shall be eligible to receive Community Blue Flex EPO Plan offered by the AIU Insurance Consortium (or AIU replacement plan, if applicable) based on the proportion that their contracted partial work day bears to the full normal work day provided for under Article IX, Section D. The Employer will pay a prorated amount of the monthly premium based on the proportion of the Employee's contracted partial work day. The employee shall make premium contributions toward the Benefit Plan comprised of a prorated amount of the monthly premium as defined in Section 3b of this Article based on the proportion of the employee's contracted partial work day.

5. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of medical benefits; however, such insurable employees may participate in the Benefit Option Plans at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

6. Selection of Plans
 - a. Period of Selection. Each participating employee shall select a medical insurance plan during the annual enrollment period as set forth by the Employer. The length of the period of the enrollment shall be determined by the Employer in conjunction with the insurance provider(s). Employees shall be eligible to participate in any plan which is available or to switch to any plan which is offered; however, employees shall be permitted to change plans only during the annual enrollment period.

 - b. Types of Coverage. The participating employee shall select the type of coverage which may be required by the insurance provider; e.g., individual, spousal, parent and child, parent and children, or family. Such levels of coverage shall be determined by the insurance provider(s).

 - c. Change of Coverage. For the purpose of this benefit, the employee shall select the type of coverage and provide notification to the Payroll Supervisor no later than the fifth of the month for coverage on the first day of the following month.

B. Dental Insurance

1. Time Period. For the period beginning on July 1, 2019, and continuing through the term of this Agreement, the Employer shall provide a dental insurance benefit plan as set forth in this Section B.
2. Eligible Permanent Full-Time Employees. All permanent full-time employees in compensable status shall be eligible to enroll in the dental insurance program with the monthly premiums paid by the Employer for said insurance subject to the provisions hereinafter set forth:
 - a. Types of Coverage. Each employee shall select either individual or family type coverage.
 - b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Payroll Supervisor, no later than the fifth day of the month, for coverage on the first day of the following month.
 - c. Dual Coverage. In the event that both spouses are employees of the District, only one such employee shall be entitled to subscribe under this plan.
3. Plan Provider. The dental insurance program shall be provided through the AIU Insurance Consortium.
4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of dental benefits; however, such insurable employees may participate in the Dental Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.

C. Vision Insurance

1. Time Period. For the period beginning on July 1, 2019, and continuing through the term of this Agreement, the Employer shall provide a vision insurance benefit plan as set forth in this Section C.
2. Eligible Permanent Employees. All permanent full-time employees in compensable status shall be eligible to enroll in the vision insurance program with the monthly premiums paid by the Employer for said insurance subject to the provisions hereinafter set forth:
 - a. Types of Coverage. Each employee shall select either individual or family type coverage.

- b. Change of Coverage. For the purpose of this benefit, the employee shall provide notification to the Payroll Supervisor no later than the fifth day of the month for coverage on the first day of the following month.
 - c. Dual Coverage. In the event that both spouses are employees of the district, only one such employee shall be entitled to subscribe under this plan.
3. Plan Provider. The vision insurance program shall be provided through the AIU Insurance Consortium.
 4. Non-Eligible Employees. Employees who are not eligible for benefits under the provisions of the forgoing paragraphs shall not receive any Employer contribution toward the purchase of vision benefits; however, such insurable employees may participate in the Vision Plan at their own expense and in accordance with applicable laws and regulations. Such employees shall pay the full costs of the monthly premiums.
- D. Health Insurance Waiver. An employee may waive the benefits provided in this section and will instead receive on a prorated basis, a sum equal to the schedule below:

Type of Coverage	Medical	Dental	Vision	Total/Month	Total/Annual
Single	\$131	\$9	\$2	\$142	\$1,704
Parent and Child	\$292	\$32	\$4	\$328	\$3,936
Parent and Children	\$322	\$32	\$4	\$358	\$4,296
Spousal	\$355	\$32	\$4	\$391	\$4,692
Family	\$369	\$32	\$4	\$405	\$4,860

This sum, to be paid in lieu of the benefits of sections A, B, and C of this article, shall be paid in the last paycheck in June of each year and shall be prorated if for less than 12 months. For part-time employees, the sum shall be prorated based on the proportion of the normal work day for which the employee is employed.

If an employee's spouse is eligible for insurance coverage through the school district, the employee shall only be entitled to coverage through one partner and shall not be eligible for the waiver set forth above. Coverage will be provided through the partner whose birthday is closest to, but not before, January 1. In the event that the partner whose birthday is closest to January 1 is on an approved leave of absence resulting in the cessation of District paid health insurance benefits due to a life event as defined in the following paragraph, the District paid health insurance coverage will be assumed by the employed spouse during said approved leave of absence.

Employees who waive the benefits of this section may rejoin the plan, effective with the beginning of the following month for life event reasons, such as the death, lay-off, discharge, or other loss of benefits by a person on whom the employee was relying for benefits, marriage, birth or adoption of a child, or where a divorce or separation is shown to cause the cessation of benefits to the employee. Any employee may change his/her coverage selections during the annual open enrollment period with such change becoming effective on the following July 1.

E. Life Insurance

1. Coverage. The Employer shall provide to each eligible employee in the bargaining unit a group term life insurance policy in the face amount of fifty thousand dollars (\$50,000).
2. Purchase Options. Eligible employees may also, at their own expense through payroll deductions, purchase an additional block of ten thousand dollars (\$10,000) of life insurance at the school district's premium rates. This provision is subject to the regulations established by the insurance carrier.

F. Section 125 Plans. The Employer shall establish a premium conversion plan in accordance with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in dependent care assistance and healthcare reimbursement accounts in accordance with the provisions of Section 125 of the Internal Revenue Code.

G. Educational Program. The Employer may provide to the employees an educational program on the provisions of the Benefit Option Plan, the Section 125 plan, and the 403b plans. The Association will support this educational program and encourage the members of the bargaining unit to participate.

H. Mileage. Any employee who must, due to his assignment, use private means of transportation to accomplish his duties, will be reimbursed for the travel at the allowable rate as established by the IRS during the term of this Agreement. Such travel must be approved by the Superintendent of Schools or his designee.

I. Reimbursement for Tuition

1. Rates. Permanently certified full time teachers who are actively working will be eligible to receive reimbursement for each previously approved graduate credit and in-service credit (approved by the Department of Education). Employees on leave, other than sabbatical leave for professional development, are not eligible. However, if a teacher becomes unable to work due to illness or accident or other unforeseen circumstance after having already enrolled in a class or classes and the class(es) has/have already commenced, the District shall provide tuition reimbursement for that teacher. For each year of the agreement, the maximum rates for reimbursement shall be \$470.00 per credit.

2. Tuition Cap. The District's contribution each fiscal year shall be capped at \$45,000 for each year of the agreement for courses completed during each fiscal year.

If more than the capped amount in proper requests for reimbursement is submitted for any year, the capped amount shall be pro-rated over each credit hour. If less than the capped amount in proper requests for reimbursements is submitted in any year, unallocated amounts at the end of the fiscal year will not carry over to the next year.

3. Criteria. The following criteria for tuition reimbursement shall apply:
 - a. Only credits earned with a "B" or better grades will be reimbursed. If a course is non-graded, a "pass" will be considered equivalent to a grade of "B" or better.
 - b. It shall be the employee's responsibility to provide such documentation as may be required to verify that the credits for which reimbursement is requested are for graduate level courses. Such documentation must be presented prior to taking the course.
4. Exclusion. Course credits obtained through scholarships, federal programs or any other means for which actual tuition payment is not made by the employee cannot be claimed for reimbursement under this benefit.
5. Credit Maximum. A maximum of nine (9) credits will be reimbursed in any one school year.
6. Tuition Reimbursement to the District. When an employee, who has received tuition reimbursement leaves the District for other employment, the individual will reimburse the District for reimbursements as follows: a) 100% of the total payment made during the current and previous fiscal year, and, b) an additional 75% of any payments made to the individual for the previous years preceding the year of leaving the District. If an employee leaves after three (3) full fiscal years, there will be no obligation to reimburse the District.

- J. Reimbursement for Continuing Education Credit Units. Social workers, speech pathologists, and nurses will be eligible to receive reimbursement for each previously approved Continuing Education Credit Unit. The maximum rates for reimbursement shall be \$200 per year for each year of this agreement. It shall be the employee's responsibility to provide such documentation as may be required to verify that the credits for which reimbursement is requested apply to the required Continuing Education Credit Units. Such documentation must be presented prior to taking the course. Requests for approval will not be denied for arbitrary and/or capricious reasons. The burden of proving the Employer's denial of approval was arbitrary and/or capricious shall be on the Association.

K. Retirement Allowance

1. Computation. An employee who retires on or after attaining twenty (20) years of service in the Pennsylvania Public School Employees Retirement System including at least ten (10) years of service in the District shall be entitled to receive, as additional compensation payable at the time of retirement, an amount computed by multiplying the number of such employee's unused accumulated sick days, up to a maximum of 200 such days by the amounts set forth below:

1 – 75 days of unused sick leave:	\$53.00 per day
76 – 150 days of unused sick leave:	\$63.00 per day
151– 200 days of unused sick leave:	\$75.00 per day

2. Eligibility. In order to be eligible to receive retirement allowance, an employee must:
 - a. Have completed at least ten (10) years of service with the District; and
 - b. Have completed at least twenty (20) years of service as a professional employee with the District and/or another school system.
 - c. Notify Administration of intent to retire with an irrevocable letter of retirement by April 30. However, in the event an employee has notified administration of her/his intent to retire and subsequently suffers a death or serious illness in her/his immediate family, or the loss of a job or benefits by a spouse, or divorce, the District will allow said employee to rescind her/his letter of intent to retire at any time prior to the end of the school year. Likewise, the employee may request a waiver and submit their letter of retirement after the April 30th deadline due to the same circumstances. In either case, the employee shall furnish the supporting documentation.
 - d. Submit all proper documentation to PSERS and file for retirement within that system.

- L. Continuance of Benefits. Employees in the bargaining unit who are on unpaid leaves of absence or those who have retired and are receiving benefits from the Public School Employees Retirement System may continue the insurance plan(s) for which they are eligible at the group rate, by delivering the full premiums for the plan(s) to the Payroll Supervisor on or before the tenth of the month preceding the month that the premium is due. If the premium has not been received by the Payroll Supervisor by the above stated deadline, that in itself will be proof that the employee has chosen to withdraw from the plan(s). This benefit does not apply to employees who have retired before July 1, 1975.

ARTICLE XII LEAVES OF ABSENCE

A. Personal Leave

1. Personal Leave Days. Each employee shall be granted three (3) non-cumulative "personal leave" days in accordance with the following provisions:
 - a. The Principal shall be given not less than forty-eight (48) hours' notice of such absence, unless it is of an emergency nature for which the employee provides an acceptable explanation.
 - b. Except under emergency conditions or in circumstances beyond the control of the employee, no such personal leave absence shall be allowed on any days immediately preceding or following a school holiday, on any days immediately preceding or following a period of personal illness, nor during the first five (5) student days of the school year or the last five (5) student days of the school year. Moreover, except under emergency conditions or in circumstances beyond the control of the employee, no such personal leave absence shall be allowed on any, of the ten (10) days scheduled by the District as Pennsylvania Department of Education assessment dates, except for Keystone Testing administered in the months of December and/or January. Teachers will be permitted to take personal leave during Keystone testing administered in the months of December and/or January, subject to the restrictions set forth in subparagraphs a, c and d of this section. All ten (10) such assessment dates must be actual testing dates, (there will be no personal day restriction for make-up test dates) and the District must notify affected employees at least thirty (30) days in advance of such testing dates. The District will provide separate assessment schedules, at least thirty (30) days in advance, for K-8 employees and 9-12 employees. The Superintendent shall have the discretion to grant exceptions to the prohibition on taking personal leave days during the 10 assessment dates. The decision of the Superintendent shall be final on all such requests for exceptions submitted under the provisions of this Section and shall not be subject to the provisions of Article III of this Agreement.
 - c. Personal leave will be granted for personal, legal, business, household or family matters which require absence during the employee's work day.
 - d. No more than five percent (5%) of the personnel in each building will be granted personal leave on any one day. At the discretion of the principal, this percentage may be increased for any one day.
 - e. Unused personal leave days shall be added to an employee's accumulated sick leave at the end of each school term.

- f. During any school term, an employee may convert not more than three (3) sick leave days to be used as personal leave days. Such days shall be used only for the purpose of personal or family emergencies.

B. Extended Sick Leave. After an employee's accumulated sick leave is exhausted in any school year and five (5) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident, the Employer will extend sick leave pay for an additional twenty-five (25) consecutive working days. For any subsequent events, where an employee exhausts paid sick leave and ten (10) additional consecutive work days of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident the Employer will extend sick leave pay for an additional twenty (20) consecutive working days. The Employer may require the employee to provide timely certification from his/her health care provider as to the matters related to eligibility for commencement, continuance and return from leave. An employee shall not qualify for extended sick leave until the completion of three (3) years of service with the District.

C. Bereavement Leave

1. Immediate Family. Whenever an employee is absent from work because of a death in the immediate family of said employee, there shall be no deduction in the salary of said employee for an absence from the day of the death to the morning of the second day following the funeral for those days on which work was available. Such absence shall not exceed five (5) consecutive work days. Immediate family shall include father, mother, spouse, child, brother, sister, parent-in-law, grandchild, near relative who resides in the employee's household, or any person with whom the employee has made his home.
2. Near Relative. Whenever an employee is absent from work because of a death of a near relative, there shall be no deduction in salary of said employee for an absence not to exceed three (3) consecutive work days including the day of the funeral. Near relative shall be defined as first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

D. Sabbatical Leave for Restoration of Health

1. Application for Leave. Applicants for sabbatical leave shall submit a written application describing the medical necessity for the leave and the anticipated beginning and ending dates of the leave. A physician's statement or other acceptable medical documentation shall be submitted with the application. Leave will not be granted unless the leave is medically necessary for the restoration of the employee's health.
2. Notice of Return. Written notice of intention to return from the sabbatical leave shall be submitted to the Superintendent at least sixty (60) days in advance of the expected return date in case of the first semester leaves, and not later than April 30 in the case of second

semester and full-year leaves.

3. Assignment Upon Return. All assignments for employees returning from sabbatical leaves of absence shall be made in accordance with the provisions of Article XIII as if the employee had not been on a leave of absence.
4. Limitations and Preferences. Sabbatical leaves for restoration of health (in combination with professional development leaves) shall be limited to ten (10%) percent of the number of persons eligible for such leaves of absence as of the beginning of the school term for which the leave applications relate. Preference for leave shall be given in the following order:
 - a. applicants for sabbatical leaves for restoration of health;
 - b. applicants who have not previously been granted professional development leave or sabbatical leave; and,
 - c. applicants according to years of service since a previous sabbatical leave or professional development leave.

E. Professional Development Leave. Employees may request professional development leave in accordance with the provisions of Section 1166.1 of the Public School Code of 1949, as amended, for the purpose of obtaining professional degrees or certification or to improve professional competency. Employees shall comply with professional development leave policies established by the Board of School Directors. The minimum requirements as set forth in Section 1166.1 of the School Code of 1949, as amended, shall remain in effect and shall not be exceeded during the term of this Agreement.

F. Unpaid Leave of Absence

1. Eligibility. Ordinarily, unpaid leave shall commence and terminate with the beginning of a school semester. The commencement date of leaves taken in connection with child bearing and/or child care of an infant following birth or adoption, or in connection with a period of disability continuing after exhaustion of sick leave benefits, need not coincide with a semester break and may be coordinated to begin upon termination of a period of sick leave. In such cases, the employee shall return from unpaid leave at a semester break, at the beginning of a marking period, or at the beginning of a school year. However, if an employee returns to work on the last teacher work day of the year, or any other date not mentioned in the preceding sentence, he/she shall in any case be entitled to his/her per diem for all such days worked.

Excepting unpaid leaves granted for child bearing, child care, and disability, the number of personal leaves in the district shall be limited to fifteen (15) leaves per year, contingent on the availability of acceptable substitutes or other acceptable means of coverage.

2. Compensation and Benefits. The period of unpaid leave shall be without compensation. Fringe benefits may be continued by the employee during the period of unpaid leave as specified in Article XI, Section L (Continuance of Benefits) of this Agreement. Sick leave and other rights and benefits shall not accrue during the period of unpaid leave. Seniority shall accrue during the period of unpaid leave. Upon return from leave, the employee shall retain sick leave and other rights and benefits which had accrued prior to the leave. The following formula shall be utilized to determine how medical benefits are earned by an employee who is on an unpaid leave of absence and who works less than a full school year:
 - a. An employee who works forty-five (45) compensated days (which includes earned sick and personal days) or less during the school year shall earn a full month of medical benefits during any month he/she works a full paid day.
 - b. An employee who works forty-six (46) to ninety-five (95) compensated days (which includes earned sick and personal days) during the school year shall earn a full month of medical benefits during any month he/she works a full paid day, and he/she shall also earn one (1) additional full month of medical benefits, which shall be utilized in such a manner as to provide continuous uninterrupted medical coverage for said employee until he/she exhausts his/her District paid health benefits.
 - c. An employee who works ninety-six (96) or more compensated days (which includes earned sick and personal days) during the school year shall earn a full month of medical benefits during any month he/she works a full paid day, and he/she shall also earn two (2) additional full months of medical benefits, which shall be utilized in such a manner as to provide continuous uninterrupted medical coverage for said employee until he/she exhausts his/her District paid health benefits.
3. Re-employment. The employee, upon return, shall be assigned to the same position held before the leave, or to an equivalent position with regard to pay and skill.
4. Duration. Employees, upon request, shall be granted a leave of absence, without pay, for a period not to exceed the end of the school year (June 30th). No extensions for an unpaid leave of absence under the provisions of this section shall be granted, except that an employee may request an extension of not more than one (1) school semester for the purposes of child care, child rearing, or disability.
5. Notification. At least sixty (60) days in advance of the requested commencement date, the employee shall submit written notification to the Superintendent, stating the commencement date and anticipated return date of the leave. Written notification of intention to return from leave, likewise, shall be submitted to the Superintendent at least sixty (60) days in advance of the anticipated return date for any leave, which expires

during the first semester and not later than April 30 for any leave, which expires during the second semester or during the summer vacation

Failure to give the required notification of intention to return shall constitute resignation from employment. If the specific circumstances have made it impossible for the employee to have anticipated the need for and/or duration of the leave, strict adherence to the notification limits shall be waived to the extent required in such circumstances. The employee shall notify the Superintendent of Schools, promptly, of any modifications in the anticipated duration of the leave.

G. Family and Medical Leave

1. Definitions. As used in regard to Family and Medical Leave, the following terms shall be interpreted as follows:
 - a. "Child" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of person standing in loco parentis, who is under age 18, or age 18 or older but incapable of self-care because of mental or physical disability.
 - b. "Family Member" means spouse, child, or parent of an employee.
 - c. "Intermittent Leave" means leave taken otherwise than as a continuous block of consecutive work days, e.g. a leave schedule that reduces some of the scheduled workdays or hours per work day of an employee.
 - d. "Parent" means biological parent or person who stood in loco parentis.
 - e. "Serious Health Condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a medical care facility, or continuing treatment by a health care provider.
 - f. "Spouse" means husband or wife.
 - g. "Year" means school district fiscal year, i.e. July 1 to June 30.
 - h. "Next of Kin" - Next of kin of a covered service member means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter in the following order of priority:
 - If the covered service member has designated in writing another blood relative, that person shall be the covered service member's only next of kin.
 - If no designation is made, and there are multiple family members with the same level of relationship, all are considered next of kin and may take leave to provide care either consecutively or simultaneously.

- i. Blood relatives granted legal custody by a court decree or statutory provisions
 - ii. Brothers and sisters, grandparents, aunts and uncles, and first cousins
- 2. Eligibility. To be eligible for Family and Medical Leave, an employee must be employed by the Employer for at least twelve (12) months prior to the leave commencement date; and for at least 1,250 hours of service with the Employer during such previous twelve-month period.
- 3. Leave. Eligible employees shall be entitled to a total of twelve work weeks, i.e. sixty (60) work days of unpaid leave during any year for one or more of the following reasons:
 - a. The birth, or the placement for adoption or foster care, of a child. The entitlement to leave for this reason shall expire at the end of the twelve-month period beginning on the date of such birth or placement.
 - b. In order to care for the employee's family member who has a serious health condition.
 - c. Because of the employee's own serious health condition which causes the employee to be unable to perform employment duties.
 - d. Eligible employees shall be entitled to a total of twenty-six work weeks, i.e., one hundred thirty (130) work days of unpaid leave during any one rolling year for one or more of the following reasons:
 - 1. A qualifying military exigency arising from the employee's spouse, son, daughter, or parent's active military duty or impending call or order to active duty.
 - 2. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin.
- 4. Continuation of Benefits. During the period of Family and Medical Leave, the Employer at its expense, shall continue to maintain the employee's coverage under the Employer's group health care, dental, vision and life insurance benefit plans which are provided for in Article X of this Agreement, at the levels and under the conditions coverage would have been provided if the employee had not taken the leave. Otherwise, the leave shall be without salary or compensation of any kind.

5. Limitations on Leave

- a. Integration with other leave. Where the Employer provides other paid leave (e.g., personal leave) for which the employee is eligible, the employee shall be required to substitute such leave for the leave provided for herein, and each work day of paid leave shall reduce correspondingly the employee's entitlement to work days of Family and Medical Leave.
- b. Notice to Employer. Where the leave is foreseeable, the employee must provide at least thirty (30) days advance written notice to the Superintendent of Schools, or designee, of the date when the leave is to begin, unless the particular circumstances prevent such notice, in which case the employee shall provide such notice as is practicable under the circumstances. The employee shall make reasonable effort to schedule medical treatments so as not to unduly disrupt the Employer's operations, subject to the approval of the employee's or family member's health care provider.
- c. Intermittent Leave. Intermittent leave shall not be permitted, except where medically necessary. In the case of intermittent leave in connection with the serious health condition of the employee or his/her family member, and when such leave would constitute twenty percent (20%) or more of the total work days in the period during which the leave would extend, the Employer may require the employee to transfer to an available alternative position which is equivalent in pay, for which the employee is qualified, and which better accommodates the intermittent leave request.

6. Certificates Regarding Leave. The Employer may require the employee to provide timely certification from his/her health care provider, or a family member's health care provider, as to matters related to eligibility for commencement, continuance and return from leave.

7. Return from Leave

- a. Time of Return. The employee shall return to work at the expiration of the period of leave. However, if the employee begins leave five (5) or more weeks (twenty-six work days or more) prior to the end of the semester, and the period of leave is more than three (3) weeks (sixteen work days or more), then the Employer may require the employee to wait until the beginning of the next semester to return. For purposes of computation of the length of the leave, periods of paid leave which are required to be integrated with family and medical leave shall be included.
- b. Position Upon Return. Upon return from leave, the employee shall be assigned to the same or an equivalent position, in terms of pay and other terms and conditions of employment.
- c. Failure to Return. If an employee fails to return to work after the leave period has expired, the employee shall be obligated to repay to the Employer the amount of any

insurance premiums paid by the Employer for continuation of the employee's health, dental, vision and life insurance benefits during the period of the leave and thereafter to the termination of benefits. The employee shall be excused from repayment only if the failure to return results from a continuation, recurrence or onset of a serious health condition of the employee or the employee's family member, or other circumstance beyond the employee's control.

H. Unpaid Emergency Leave of Absence. An employee may be granted a short term leave of absence, without pay, for emergency reasons or to attend events which must be scheduled when school is in session. Such requests shall be submitted, in writing, to the Superintendent of Schools at least one week prior to the date of the leave of absence. For emergency reasons, this notification requirement may be waived. The decision of the Superintendent shall be final on all such requests submitted under the provisions of this Section and shall not be subject to the provisions of Article III of this Agreement.

I. Coordination of Benefits.

1. In case of illness or injury suffered by an employee for which workers' compensation is payable to the employee during a period of disability in which the employee also would be entitled to a continuation of compensation as sick leave, sabbatical leave or other fully or partially paid leave, the amount of the statutory benefits received by the employee shall be deducted from the leave compensation paid to the employee (or shall be reimbursed to the Employer, in the case of leave compensation previously paid by the Employer for the same period of disability), so that the combined amount of leave compensation, plus statutory benefits payable to the employee for a period of disability, does not exceed the amount of gross compensation to which the employee would have been entitled as regular compensation in the absence of any period of disability.
2. An Employee on Workers' Compensation benefits may avoid suffering a loss of pay by remitting his or her Workers' Compensation check to the District and using a prorated portion of a sick day to account for the additional pay being paid by the District to the Employee. Employees should understand that Pennsylvania State Law governs whether or not the first seven calendar days of a work related injury are compensable by Workers' Compensation.

ARTICLE XIII EMPLOYEE ASSIGNMENTS

A. Seniority

1. Definition. Seniority, as used in this Article and for the purposes of this Article only, shall be defined as the length of continuous service of a temporary professional employee and professional employee with the Employer from the initial date of hire as a temporary professional employee or a professional employee, or from the first day of return to continuous service subsequent to a break in seniority as hereinafter provided.
2. Initial Date of Hire. The initial date of hire as used herein shall mean the effective date of active employment in the District (or sending entity) as a temporary professional employee or a professional employee as indicated in the official minutes of the Board of School Directors (or corresponding records of the sending entity).
3. Permanent Substitute Employees. Permanent substitute employees shall have no seniority rights whatsoever. Furloughed professional employees who are recalled as permanent substitute employees shall continue to accrue seniority during the period of time worked as a permanent substitute employee.
4. Seniority Ties. When two or more employees have the same initial date of hire, seniority shall be broken by lottery, the results of which shall be binding during all future employment as a bargaining unit employee. The lottery procedure shall be determined by the Employer in consultation with the Association.
5. Leaves of Absence. Approved leaves of absence shall not constitute a break in service for computing seniority for suspension purposes, whether taken before or after the effective date of this Agreement. A professional employee shall continue to accrue seniority during suspension and all approved leaves of absence.
6. Pro-rated Seniority. An employee working less than full-time shall accrue seniority on a pro-rated basis. Professional employees who are involuntarily reduced to less than full-time status shall continue to accrue seniority as if the employee were working full time.
7. Breaks in Seniority. Continuity of service shall cease and seniority shall be broken by:
 - a. Resignation or retirement (other than resignation for maternity purposes where the employee was rehired within fifteen (15) months of the resignation).
 - b. Discharge.
 - c. Unauthorized absence, including failure to return to service following termination of an approved leave of absence.

- d. Failure of a furloughed employee to accept a recall for a regular full-time temporary professional or professional position for which the employee is certified.
 - e. Failure of a furloughed employee to notify the Superintendent in writing on or before June 15 of each year of his current address, his current telephone number, and his intent to accept a regular full-time temporary professional or professional position for the following school year.
8. Seniority List. The Final Seniority List agreed to between the Employer and the Association dated March 22, 1985, and subsequently amended shall continue to be binding on all parties for each bargaining unit member's employment date with the District. No further challenges or changes shall be permitted.
9. Amended Seniority List. Prior to May 1 of each year, the Employer and the Association shall edit the seniority list; however, the seniority dates of employees shall not be changed. The Employer and the Association shall remove the names of employees whose seniority with the District has been broken as provided in Paragraph 7 of this Section. All new employees hired since the prior editing shall be added in accordance with the provisions in Paragraph 2 of this section. Seniority ties shall be broken using the procedures provided in Paragraph 4 of this Section. The edited seniority list shall then be signed by representatives of both parties. Each party shall retain one signed copy of the edited seniority list. This list shall be posted by the Employer in each building for a period of fifteen (15) days.
10. Challenges. Any new employee who disagrees with his seniority as indicated on the seniority list shall notify the Association and the Employer in writing within the fifteen (15) day posting period. The employee shall present written documentation to support his challenge. The Employer and the Association shall attempt to resolve the seniority dispute. If an agreement is reached, the Employer and the Association shall jointly execute a written Memorandum of Agreement. In the event that the Employer and the Association are unable to resolve the seniority dispute, either party may submit the issue to binding arbitration at the final step of the grievance procedure.
11. Transfer of Entities Employees. Employees hired under the Transfer of Entities Act shall be given two (2) seniority dates on the Seniority List. Each such employee shall be given a regular seniority date determined in accordance with the preceding provisions of this Section, which seniority date shall apply in all matters where the Transfer of Entities Act does not mandate transfer of accrued seniority. The employees shall also be given an "Accrued Seniority Date" which shall be based upon the effective date of employment with the sending entity, as verified in the official records of the sending entity. The "Accrued Seniority Date" shall apply only when and where mandated by the Transfer of Entities Act. In the event of a seniority tie of an "Accrued Seniority Date" with the regular seniority date of another employee, the regular seniority date shall be accorded preference in order of seniority on the Seniority List.

B. Priorities for Employee Assignments

1. Reduction in Force. During reduction in force, the Employer shall realign the staff as provided in Section C of this Article. This procedure shall take precedence over any other procedure as herein provided.
2. Staffing. The Employer shall assign regular permanent employees in the order as set forth below:
 - a. All permanent employees shall be retained in the positions in which they were assigned at the end the school year when such position shall continue to exist for the upcoming school year including those returning from sabbatical leave and/or family/medical leave in accordance with the provisions of Article XII. The Employer shall attempt to balance the number of permanent employees and permanent positions. Should such balance exist, leave positions shall be filled by permanent substitute employees. Should such balance not exist, permanent employees shall be assigned to such leave positions. Should sufficient positions still not exist, realignment, if possible, shall occur prior to reduction in force. This provision shall apply to end-of-year openings only.
 - b. Placement of those personnel who could not be retained in place, those who have requested a voluntary transfer, and those who are returning from an unpaid leave of absence shall be made considering them as a single group which shall be placed in seniority order. Voluntary transfer requests shall be denied when such transfer would prevent the recall of a furloughed employee or would permit the recall of a less senior employee than if the transfer had not been granted. Voluntary transfer requests will be denied when such transfer would cause the furlough or demotion of another regular permanent employee. This provision shall apply to end-of-the-year openings only.
 - c. Recall of a furloughed employee shall be based on the employee's seniority and certification for both school term openings and end-of-year openings.
 - d. Employment of new employees shall be for both school term and end-of-year openings.
 - e. Involuntary transfer of employees shall be based on the employee's seniority and certification for end-of-year openings only.

3. Miscellaneous

- a. Multiple building or certification area assignments shall be avoided whenever possible. The Employer may assign employees with multiple building assignments to a single building assignment provided that notification is granted to the employee on or before April 1.
- b. Regular permanent employees working less than full-time who request a full-time assignment shall be promoted to full-time assignments whenever possible. Such promotion to full time may not adversely affect another regular permanent employee.
- c. A job opening for guidance counselor, instructional support teacher (IST), computer teacher, math coach, reading coach, ~~or~~ transition coordinator, ELL coordinator, and gifted coordinator may be filled at the sole discretion of the Employer utilizing any qualified personnel and shall not be subject to any of the requirements, limitations, or restrictions of this Article concerning the filling of openings. Any job openings shall be posted. This provision shall not affect the status or rights of any personnel currently assigned to any such position at the effective date of this Agreement. Once assigned to such position, the employee shall be subject to all remaining provisions of this Article including but not limited to realignment and furlough.

C. Reduction in Force/Realignment

1. Attrition. During the term of this Agreement, the Employer shall attempt to effect reductions in the number of bargaining unit positions through normal attrition.
2. Reduction in Force
 - a. Furlough. When attrition is insufficient to effect the reduction of employees, the Employer may furlough and/or demote employees in accordance with Pennsylvania Law, and in accordance with the provisions of this Section.
 - b. Demotion. Whenever the term furlough is used in this Article, it shall be deemed to include demotion. When an employee is selected for demotion during reduction in force, the employee shall be accorded the opportunity to elect to be completely furloughed rather than demoted. This election must be submitted in writing to the Superintendent of Schools within ten (10) days of notification of demotion.
3. Realignment Defined. Realignment shall be defined as an un-requested change of the affected employee in his assignment for the purpose of retaining the most senior employees in the positions for which they are certified.
4. Realignment Procedures. When furloughs and/or demotions occur, the Employer shall realign the staff to retain the most senior employees in positions for which they are certified. The manner of realignment shall be at the sole discretion of the Employer

provided that the least senior employees are furloughed consistent with the requirements of School Code/Pennsylvania Law. No realignment of employees shall occur after August 1 through the last day of the school term except when furloughs are required. Anyone who has been bumped or involuntarily transferred can be subject to realignment up through the second in-service day at the beginning of the school year.

5. Temporary Professional Employees. Temporary professional employees shall have no seniority rights whatsoever, except in the case of furlough. Among temporary professional employees as a group, the individual employees to be furloughed shall be determined on the basis of their years of continuous service and their area(s) of certification.
6. Recertification. An employee who intends to receive an additional area of certification prior to the beginning of the next school term shall notify the Superintendent in writing on or before April 30. Such notification to the Superintendent shall also include documentation from the college or university that the employee is enrolled in a program and is expected to complete the area of certification prior to August 25 of that year. Such information shall be used in the realignment of the staff as provided in paragraph 4 of this section.
7. Furloughs. Employees to be furloughed shall be notified in writing at least ten (10) days prior to the effective date of said furlough. If an employee fails to receive an additional area of certification as provided in paragraph 6 of this section, or if such other circumstance or emergency occurs, the notification requirement shall not apply.
8. Benefit Payments. Any temporary professional employee or professional employee who is furloughed shall receive health care insurance, dental insurance, vision insurance, and life insurance provided in Article XI for a period of time as herein provided. A temporary professional employee or professional employee who is furloughed effective at the beginning of the second semester of the school year shall continue to receive benefits provided in Article XI for one month following the effective date of furlough. A temporary professional employee or professional employee who is furloughed effective with the beginning of the first semester shall continue to receive benefits provided in Article XI through the months of July and August. Employee Contributions, as outlined in Section A.3.b. of Article XI must continue from the employee during the continuation of managed care benefits.

D. Job Openings

1. Job Opening Defined. A job opening shall be defined as a personnel need, as determined by the Employer, not provided for by the staff employed on the effective date of the opening.

2. School Term Opening.

- a. A school term opening shall be defined as any opening which occurs after August 1 and prior to the last day of the school term.
- b. The District may initially opt to fill the position on a temporary basis for a reasonable amount of time during which they are looking for a qualified permanent employee.
- c. Employees hired to fill such openings shall be treated either a T.P.E. or P.E. for the remainder of the school term. The opening shall be filled initially by the recall of a furlough employee. The furlough employee shall be recalled on a basis of seniority and certification. If no furlough employee is properly certified for the opening, the Employer may hire a new employee to fill the opening.
- d. In the case of a school term opening which occurs on or after March 1 of the current school term, the District may opt to fill the opening on a temporary basis for the remainder of the school term. Any opening which is filled on a temporary basis will become an End-of-Year Opening and shall be filled in accordance with the priorities set forth in Section B, Paragraph 2 of this article.

3. End-of-Year Openings. An opening for the next school term, which exists on the last day of the current school term and/or prior to August 16, shall be filled in accordance with the priorities set forth in Section B, Paragraph 2 of this Article.

E. Transfers

1. Voluntary Transfer

- a. Voluntary Transfer Defined. A voluntary transfer is defined as a change requested by an employee in the employee's assignment.
- b. Submitting of Request. An employee may submit a request for a transfer in writing to the Superintendent at any time; however, the request must be submitted on or before April 30 to be considered for the next school term.
- c. Grant of Request. The Employer shall grant the request for a voluntary transfer on the basis of the employee's seniority and certification provided that all the following conditions are met:
 - (1) The employee has an overall satisfactory rating for a minimum of two (2) consecutive years. However, if the employee receives a failing mark in any of the four (4) Charlotte Danielson Domains, or as amended by PDE, the Employer may deny the employee's request for a voluntary transfer. It is

understood by the parties that receiving (a) failing mark(s) in any of the twenty-two (22) Charlotte Danielson Sub-Domains shall not be the basis to deny an employee's request for a voluntary transfer.

- (2) All possible realignments in accordance with Section C have occurred.
 - (3) The transfer does not violate the provisions of Section B, Paragraph 2, and Subparagraph b.
 - (4) The District reserves the right to interview candidates who bid on an open position. The Employer shall then grant the voluntary transfer to the most qualified employee based on the criteria established by the Employer for the position. The criteria for the position shall be posted five (5) days prior to the scheduling of interviews for the position. Each employee who is seeking the voluntary transfer shall be given the opportunity to interview for the position. If more than one employee qualifies for the position after the interviews have been conducted, the position shall be awarded to the employee with the most seniority. If no employee who requested the voluntary transfer meets the Employer's criteria for the position, the Employer may seek candidates outside the bargaining unit to fill the position.
 - (5) The employee is a professional employee with a minimum of three (3) years of experience with the District.
- d. Establishing Criteria. In complying with the provisions of paragraph c above, the employer shall set criteria which are job related and shall not evaluate employees arbitrarily and/or capriciously in the interview process. The burden of proving that the criteria are not job related and/or that the Employer's evaluation was arbitrary and/or capricious shall be on the Association.

2. Involuntary Transfers

- a. Involuntary Transfer Defined. An involuntary transfer shall be defined as an unrequested change of an employee in his assigned grade level in an elementary school, in his assigned building, and/or in his area of certification.
- b. Notification. An employee who is involuntarily transferred shall be given a written notice prior to the end of the school term except in the event of unforeseen circumstances which occur thereafter.
- c. Conference. An employee who is involuntarily transferred may request a personal conference with the Superintendent or his designee.
- d. Certification/Seniority. There shall be no arbitrary or capricious involuntary transfers. Involuntary transfers shall be made only within an employee's area of

certification. When the employee has not taught or worked in an area of certification within the past seven (7) years, he shall not be involuntarily transferred except for those transfers which are required under the provisions of Section C of this Article. All involuntary transfers shall be made on the basis of the employee's district seniority date except those transfers which are required under the provisions of Section C of this Article. The employee to be transferred shall be the least senior employee in the particular grade level and/or subject area within the building.

e. Arbitrary/Capricious Transfer. The burden of proving an alleged arbitrary and capricious transfer shall be on the Association.

3. No Bumping. Employees being transferred under the provisions of this Section shall not be permitted to "bump" any other employee.

F. Recall of Employees. Professional employees shall be recalled on the basis of certification and seniority with the most senior being recalled first. Temporary professional employees shall be recalled on the basis of certification and seniority with the most senior being recalled first, provided that all appropriately certified professional employees shall have already been recalled. An employee who fails to accept a regular full-time temporary professional or professional position for which he is certified shall be terminated and shall lose all seniority rights with the Employer for future employment.

G. Tentative Assignments

1. End of School Term. Prior to the end of each school term, employees will be given notification of their tentative assignments for the next school term. Assignments will be subject to modification because of fluctuations in pupil enrollment, staff composition, or an error in assignments set forth in Section B of this Article. Affected employees shall be notified as soon as possible of any such modification.

2. Secondary Employees. On or before July 1 of each year, secondary school employees will be given their tentative course assignments. Assignments will be subject to change due to staff changes, course additions or deletions, student enrollment changes, and student schedule adjustments. Written notice of such change(s) shall be provided to the affected employee(s) within five (5) working days of such changes.

H. Administrative and Supervisory Vacancies

1. Definition. An administrative/supervisory vacancy is an opening in a position which is excluded from the bargaining unit as determined by the Pennsylvania Labor Relations Board.

2. Posting. Notice of Administrative/Supervisory vacancies shall be emailed to all staff and included on the District webpage.

3. Applications for Vacancies. Members of the bargaining unit who desire consideration for an administrative or supervisory position shall file an application with the Superintendent.
 4. Filling of Vacancies. Due consideration will be given to members of the bargaining unit who apply for an administrative or supervisory vacancy provided that the employee possesses qualifications and certification required for the position.
- I. Subcontracting. No member of the bargaining unit employed as of the effective date of this Agreement shall be furloughed due to the assignment of his instructional duties to an outside bargaining unit person or agency with the exception of programs operated by an Intermediate Unit or by an Area Vocational Technical School. The Employer reserves the right to assign non-instructional duties to non-bargaining unit employees or to an outside agency. Non-instructional duties shall include but shall not be limited to cafeteria/lunchroom duty, playground/recess duty, study hall, detention hall, or hall duty.

ARTICLE XIV PROTECTION OF TEACHERS AND PROPERTY

- A. Safe Working Conditions. The Employer will comply with applicable laws and regulations relating to public school buildings. Employees will comply with all applicable laws and regulations relating to health and safety issues.
- B. Health and Safety Committee. The Employer in consultation with the Association will form a Health and Safety Committee to meet on matters of mutual concern with reference to safety and health in the workplace. The Association shall appoint one bargaining unit member from each building to participate voluntarily on this committee. The committee shall meet at least once each semester or in a timely manner upon request. Employees should report to the Employer any situation which may affect the health and/or safety of the employees.
- C. Worker's Compensation - Six Physician Rule. The Employer shall have the right to exercise its rights under Section 306(f) of the Pennsylvania Workers' Compensation Act by posting a list of not less than six (6) preferred physicians to treat bargaining unit employees for non-emergency work related injuries. The employee shall be required to visit one of the physicians so designated and shall continue to visit the same or another designated physician for a period of thirty (30) days from the date of the first visit. Subsequent treatment may be provided by a physician of the employee's own choice. Any employee who, following the termination of the thirty (30) day period, is provided treatment from a physician who is not one of the designated physicians shall notify the Employer within five (5) days of the first visit to said physician.
- D. Cases of Violence
 - 1. Prevention by Employee. Employees may take any action permitted by law, including use of physical force, for the protection of themselves and others from intentional infliction of bodily injury and/or damage to property.
 - 2. Prevention By Employer. The Employer will request aid of such law enforcement officials as are deemed necessary for the protection from violence of persons and/or property on or near its premises.
 - 3. Reports. Employees shall immediately report to their principal or appropriate assistant all cases in connection with their employment involving threatened or actual infliction of bodily injury and/or damage to school district property or that of any person.
 - 4. Information. The Employer will comply with any reasonable request from the Association for non-confidential information known to the Employer regarding acts of violence committed on its premises.
- E. Student Discipline. The Employer shall provide each employee in the bargaining unit with an updated copy of the policies and procedures relating to student discipline.

F. Assault and Personal Injury Leave

1. An employee who is required to be absent from duty due to an injury incurred on the job by reason of an assault arising out of an Employee-student relationship shall be entitled to receive full salary for the period of disability. The District will pay full salary and, in cases where the Employee is qualified, the Employee must apply for Workers' Compensation and is required to endorse over to the District the Workers' Compensation payments received for the entire period of the disability. Any loss of workdays as a result of such an assault arising out of an Employee-student relationship shall not be charged against the said Employee's accumulated sick leave days. The District reserves the right to require certification of said disability by a physician of the District's choice.
2. If a claim of an Employee is denied by Workers' Compensation, the provisions of this article shall be null and void. If the Employee has engaged in willful misconduct, reckless conduct or persistent negligence with respect to the event that produced the physical injuries, the leave shall not be granted.

ARTICLE XV DEPARTMENT CHAIRPERSONS

- A. Departments. Department chairperson positions shall be established for the following departments at Baldwin High School:
1. English/Library
 2. Foreign Language
 3. Guidance
 4. Information Management
 5. Mathematics/Computer Education
 6. Physical Education/Driver Education
 7. Practical and Fine Arts
 8. Sciences
 9. Social Sciences
 10. Special Education
- B. Selection. Prior to May 1 of each school year, the Superintendent shall provide notification in writing to any department chairperson who will not be recommended for appointment for the subsequent school year. Such open department chairperson positions shall be posted on or before May 1. Interested employees who meet the eligibility requirements as set forth in Section C of this Article shall submit their applications to the Superintendent of Schools for consideration on or before May 15. Due consideration will be given to all employees who apply for one of the open department chairperson positions provided they meet the eligibility requirements. On or before June 30, the Board of School Directors shall appoint the Department Chairpersons for the subsequent year.
- C. Eligibility. Employees eligible to serve as department chairpersons shall satisfy the following criteria:
1. A full time staff member of the district for a period of at least three (3) years including five (5) years experience in his/her major field.
 2. Shall hold permanent certification in the field.
 3. Shall have taken graduate work in a discipline included within the department.
 4. Shall submit a statement of support by at least fifty per cent (50%) of the total number of employees in the respective department with the provision that employees may support more than one individual seeking the position of department chairperson.
- D. Term. The term shall be for one school year subject to the conditions as set forth in Section B of this Article.

- E. Duties. The duties of the department chairpersons shall be reviewed every two years beginning with the effective date of this Agreement through a Meet and Discuss session between the Association and the Superintendent and/or the Superintendent's designee. Whenever the Employer modifies the job description, a revised copy shall be provided to the Association.
- F. Released Period. Each department chairperson shall receive one class period per day to perform the duties of the department chairperson.
- G. Compensation. Compensation for department chairpersons shall be provided in accordance with the Schedule in Appendix "G".

ARTICLE XVI
DEPARTMENT/GRADE LEVEL LEADERS

- A. Departments/Grade Levels. Department/Grade Level Leader positions shall be established for the following departments at Harrison Middle School:
1. Reading
 2. Language Arts/English
 3. Foreign Language
 4. Science
 5. Math
 6. Social Studies
 7. Physical Education/Health
 8. Special Education/ELD
 9. Encore
 10. Sixth Grade Representative
 11. Seventh Grade Representative
 12. Eighth Grade Representative
- B. Selection. The appointment of Department/Grade Level leaders shall remain solely with the Board of School Directors. Prior to May 1 during each school year, the Superintendent shall provide notification in writing to any Department/Grade Level leader who will not be recommended for appointment for the subsequent school year. Such open Department/Grade Level leader positions shall be posted on or before May 1. Interested employees who meet the eligibility requirements as set forth in Section C of this Article shall submit applications to the Superintendent of Schools for consideration on or before May 15. Due consideration will be given to all employees who apply for one of the open Department/Grade Level leader positions provided that they meet the eligibility requirements. On or before June 30, the Board of School Directors shall appoint the Department/Grade Level Leaders for the subsequent school year.
- C. Eligibility. Employees eligible to serve as Department/Grade Level leaders shall satisfy the following criteria:
1. A full time staff member of the district for a period of at least three (3) years.
 2. Shall submit a statement of support by a majority of the total number of employees in the respective department for Department Leader and support of five members of the respective grade for Grade Level Leader with the provision that employees may support more than one individual seeking the position of Department/Grade Level Leader.
- D. Term. The term shall be for one school year subject to the conditions as set forth in Section B of this Article.

- E. Duties. The duties of the Department/Grade Level leaders shall be reviewed every two years beginning with the effective date of this Agreement through a Meet and Discuss session between the Association and the Superintendent and/or the Superintendent's designee. Whenever the Employer modifies the job description, a revised copy shall be provided to the Association.

- F. Compensation. Compensation for Department/Grade Level leaders shall be provided in accordance with the Schedule in Appendix "G".

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. Curriculum Committees. When a curriculum committee is proposed by the District, notice of such shall be provided to each employee through electronic notification prior to the appointment of members to said committee. Employees desiring to be considered for appointment to the Curriculum Committee shall file a written letter of interest with the Superintendent or designee. Due consideration will be given to employees based upon area of certification, experience, and other qualifications.
- B. Payroll Deductions. The district payroll office shall make provisions for payroll deductions for employees for the following:
1. Payments to Alcese Credit Union
 2. Medical Insurance
 3. Dental Insurance
 4. Life Insurance
 5. Vision Insurance
 6. Tax Sheltered Annuities (403b Plans)
 7. IRS Section 125 Plans
- C. Employee Evaluation. Professional and temporary professional employees will be evaluated and rated in accordance with the PA School Code. Summative evaluation of teachers shall be performed consistent with rating forms approved by the Pennsylvania Department of Education.

ARTICLE XVIII HOURLY EVENT WORKERS

- A. Application. The District shall have the right to hire Hourly Event Workers (current students and/or District alumni that have not reached the age of 21) to supplement the current event management programs/positions as included in Appendix “J” of the current CBA provided that there are not sufficient employees willing or available to staff said positions at the rates listed in Appendix “J”. Positions shall include, but not be limited to Life Guard and Stage Crew.
- B. Work Day. The Hourly Event Workers shall be able to work no more than shifts of 8 hours, with work schedules starting as early as 6:00 a.m. and ending as late as 12:00 a.m.
- C. Work Week. The workweek could consist of any days, Sunday through Saturday.
- D. Selection. The District shall not supplant any current program/position as listed in Appendix “J”, if sufficient adult workers exist to conduct all said events. The District shall post bi-annually (prior to each school semester) seeking interested adult workers to fill Event Management positions on an as needed basis. Interested adult workers shall be placed on an employment list and submitted to the appropriate event/area coordinator. (i.e. Athletic Coordinator, Auditorium Coordinator, Facilities Director, Principal). The District maintains the sole discretion to determine proper staffing levels and staffing assignments and as such may eliminate the position(s) at any time, for any reason.
- If an insufficient number of interested adult workers indicate the desire to staff events as scheduled, then the District may hire Hourly Event Workers as defined in paragraph 1 of this MOU.
- E. Responsibilities. Work duties for Hourly Event Workers shall be identified in specific job descriptions and assigned by the event/area coordinator.
- F. Wages. The Hourly Event Workers position shall be considered that of an hourly employee with a rate as follows:
1. Life Guard - \$9.50 per hour
 2. All other positions - \$7.25 per hour

ARTICLE XIX APPLICATION OF PROVISIONS

A. Permanent Substitutes

1. Application. The following provisions of the Agreement shall apply to permanent substitute employees provided they have no breaks in service with the exception of those granted by the superintendent up to the 91st day in the same assignment:

Article I	Recognition
Article II	Duration of Agreement
Article III	Grievance Procedure
Article IV	Rights of Professional Employees
A.	Statutory Savings
D.	Association Identification
E.	Personnel File
F.	Verbal Complaint
Article V	Association Rights and Privileges
Article VI	No Strikes, Walkouts, Lockouts
Article VII	Working Conditions
Article VIII	Distance Learning
Article IX	Work Year and Work Day
D.	Normal Work Day
E.	Parent Interaction Time
Article X	Professional Compensation
F.	Extracurricular
G.	Method of Payment
3.	Direct Deposit
H.	Additional Contractual Services
Article XI	Employee Benefits
H.	Mileage
Article XII	Leaves of Absence
A.	Personal Leave
C.	Bereavement Leave
G.	Family and Medical Leave
H.	Unpaid Emergency Leave of Absence
Article XIII	Employee Assignments
A.	Seniority
C.	Reduction in Force/Realignment
Article XIV	Protection of Teachers and Property
Article XVII	Miscellaneous Provisions
B.	Payroll Deductions
C.	Evaluation
Article XIX	Application of Provision
Article XX	Execution of Agreement

2. Salary

- a. Permanent substitutes shall be paid at Step 1 of the Bachelor's Salary Schedule beginning on the 91st day of employment.
- b. Furloughed temporary professional employees who are recalled as permanent substitutes also shall be paid at Step 1a of the Bachelor's Salary Schedule.
- c. Furloughed professional employees who are recalled as permanent substitutes shall be paid at the appropriate step and column on the regular salary schedule.
- d. Regular Part-Time Employees who are employed as Permanent Substitutes during the other portion of their workday shall be paid at Step 1 beginning on the 31st day of employment.

3. Benefits

- a. Individual Health care insurance, dental insurance, and vision insurance (or the waiver equivalent) shall be provided to permanent substitute employees for the period of time of their contract as provided in Article XI, sections A, B, C, and D. Permanent substitute employees may continue their health care insurance, dental insurance, and vision insurance coverage throughout the summer months when school is not in session by delivering the monthly premiums for the insurance to the Payroll Supervisor on or before the tenth (10th) day of the month preceding the month that the premium is due. If the premium has not been received by the Payroll Supervisor by the deadline that in itself will be proof that the permanent substitute employee chooses to withdraw from the plan. Employee Contributions for managed care will be administered in accordance with Section A.3.b. of Article XI, and payments beyond the school year must continue from the employee during any continuation of managed care benefits.
- b. A permanent substitute employee shall be granted (10) ten days sick leave and three (3) days personal leave (under provisions in Article XII, Section A) pro-rated on the basis of the number of days of his/her contract in relationship to the number of work days as provided in Article IX of this Agreement.

B. Long-Term Substitutes

- 1. Application. The following provisions of the Agreement shall apply to long-term substitute employees provided they have no breaks in service with the exception of those granted by the superintendent up to the 91st day in the same assignment:

Article I	Recognition
Article II	Duration of Agreement

Article III	Grievance Procedure
Article IV	Rights of Professional Employees
A.	Statutory Savings
D.	Association Identification
E.	Personnel File
F.	Verbal Complaint
Article V	Association Rights and Privileges
Article VI	No Strikes, Walkouts, Lockouts
Article VII	Working Conditions
Article VIII	Distance Learning
Article IX	Work Year and Work Day
D.	Normal Work Day
E.	Parent Interaction Time
Article X	Professional Compensation
F.	Extracurricular
G.	Method of Payment
3.	Direct Deposit
H.	Additional Contractual Services
Article XI	Employee Benefits
H.	Mileage
Article XII	Leaves of Absence
C.	Bereavement Leave
G.	Family and Medical Leave
H.	Unpaid Emergency Leave of Absence
Article XIV	Protection of Teachers and Property
Article XVII	Miscellaneous Provisions
B.	Payroll Deductions
C.	Evaluation
Article XIX	Application of Provision
Article XX	Execution of Agreement

2. Salary.

- a. Long-term substitutes shall be paid at Step 1 of the Bachelor's Salary Schedule beginning on the 91st day of employment.
- b. Furloughed temporary professional employees who are recalled as long-term substitutes also shall be paid at Step 1a of the Bachelor's Salary Schedule.
- c. Furloughed professional employees who are recalled as long-term substitutes shall be paid at the appropriate step and column on the regular salary schedule.
- d. Regular Part-Time Employees who are employed as long-term substitutes during the other portion of their workday shall be paid at Step 1 beginning on the 31st day of employment.

3. Benefits

- a. Long-term Substitutes shall receive no benefits (except sick leave as described below in subparagraph b) until or unless the employee for whom they are replacing permanently vacates the position at which time the Long-Term Substitute shall be eligible to receive individual health care benefits or the applicable waiver equivalent in accordance with the collective bargaining agreement. Said benefits shall be prorated, if applicable.
- b. Long-term Substitutes shall receive two (2) days of sick leave on the 91st day of employment. Thereafter, Long-Term Substitutes shall accrue one (1) day of sick leave per month to a maximum of seven (7) days per school year. The accrual shall begin anew for each school year.

C. Social Workers

1. Application. The following provisions of the Agreement shall apply to social workers as included in the bargaining unit:

- Article I Recognition
- Article II Duration of Agreement
- Article III Grievance Procedure
- Article IV Rights of Professional Employees
- Article V Association Rights and Privileges
- Article VI No Strikes, Walkouts, Lockouts
- Article VII Working Conditions
 - E. Leaving the Building
 - 1. Lunch Period
- Article VIII Distance Learning
- Article IX Work Year and Work Day
 - F. Work Year and Work Day for Social Workers
- Article X Professional Compensation
 - A. Salary Schedule
 - B. Salary Schedule Movement
 - C. Placement on Salary Schedule
 - D. Lateral Movement
 - E. Substantiation
 - F. Extracurricular Activities
 - G. Method of Payment
 - H. Additional Contractual Services
 - I. Military Salary Credit
 - J. Salary Schedules for Social Workers
- Article XI Employee Benefits
- Article XII Leaves of Absence

Article XIII	Employee Assignments
Article XIV	Protection of Teachers and Property
Article XVII	Miscellaneous Provisions
Article XIX	Application of Provision
Article XX	Execution of Agreement

- D. Separability. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Compliance Between Individual Contract and Master Agreement. Any individual contract between the Employer and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling to the extent permitted by law.
- F. Notice. Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter, express mail, telecopy plus mail, or e-mail at the following addresses:

1. From Association to District

If by the Association, to the District at:

Superintendent of Schools
 Baldwin-Whitehall School District
 4900 Curry Road
 Pittsburgh, Pennsylvania 15236

2. From District to Association

If by the District, to the Association at:

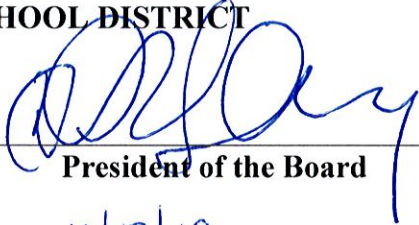
BWEA/PSEA/NEA UniServ Representative
 Pennsylvania State Education Association
 10 South 19th Street
 Pittsburgh, Pennsylvania 15203-1878

**ARTICLE XX
EXECUTION OF AGREEMENT**

- A. This Agreement has been executed in duplicate, with one such document to be retained by the Association and the other by the Employer.
- B. Within sixty (60) days after the execution hereof, copies of this Agreement shall be printed at the expense of the Employer. Copies shall be made available to employees through their Association representatives.

WITNESS the due execution hereof the day and year first above written.

**BALDWIN-WHITEHALL
SCHOOL DISTRICT**



President of the Board

11/13/19

Date

**BALDWIN-WHITEHALL EDUCATION
ASSOCIATION/PSEA/NEA**



President of the BWEA

11/21/19

Date



Secretary of the Board

11/13/19

Date



Secretary of the BWEA

11/21/19

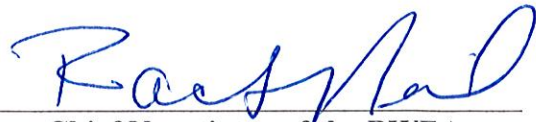
Date



Chief Negotiator of the BWS

11/13/19

Date



Chief Negotiator of the BWEA

11/21/19

Date

**APPENDIX “A”
SALARY SCHEDULE
2019-2020**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 45,370	\$ 47,370	\$ 50,370	\$ 50,870	\$ 51,370	\$ 51,870	\$ 53,370
2	\$ 45,870	\$ 47,870	\$ 50,870	\$ 51,370	\$ 51,870	\$ 52,370	\$ 53,870
3	\$ 46,370	\$ 48,370	\$ 51,370	\$ 51,870	\$ 52,370	\$ 52,870	\$ 54,370
4	\$ 46,870	\$ 48,870	\$ 51,870	\$ 52,370	\$ 52,870	\$ 53,370	\$ 54,870
5	\$ 47,370	\$ 49,370	\$ 52,370	\$ 52,870	\$ 53,370	\$ 53,870	\$ 55,370
6	\$ 47,870	\$ 49,870	\$ 52,870	\$ 53,370	\$ 53,870	\$ 54,370	\$ 55,870
7	\$ 48,370	\$ 50,370	\$ 53,370	\$ 53,870	\$ 54,370	\$ 54,870	\$ 56,370
8	\$ 49,370	\$ 51,370	\$ 54,370	\$ 54,870	\$ 55,370	\$ 55,870	\$ 57,370
9	\$ 50,550	\$ 52,550	\$ 55,550	\$ 56,050	\$ 56,550	\$ 57,050	\$ 58,550
10	\$ 52,050	\$ 54,050	\$ 57,050	\$ 57,550	\$ 58,050	\$ 58,550	\$ 60,050
11	\$ 53,550	\$ 55,550	\$ 58,550	\$ 59,050	\$ 59,550	\$ 60,050	\$ 61,550
12	\$ 54,550	\$ 56,550	\$ 59,550	\$ 60,050	\$ 60,550	\$ 61,050	\$ 62,550
13	\$ 56,050	\$ 58,050	\$ 61,050	\$ 61,550	\$ 62,050	\$ 62,550	\$ 64,050
14	\$ 57,550	\$ 59,550	\$ 62,550	\$ 63,050	\$ 63,550	\$ 64,050	\$ 65,550
15	\$ 59,050	\$ 61,050	\$ 64,050	\$ 64,550	\$ 65,050	\$ 65,550	\$ 67,050
16	\$ 60,550	\$ 62,550	\$ 65,550	\$ 66,050	\$ 66,550	\$ 67,050	\$ 68,550
17	\$ 65,450	\$ 67,450	\$ 70,450	\$ 70,950	\$ 71,450	\$ 71,950	\$ 73,450
18	\$ 74,250	\$ 76,250	\$ 79,250	\$ 79,750	\$ 80,250	\$ 80,750	\$ 82,250
19	\$ 89,950	\$ 91,950	\$ 94,950	\$ 95,450	\$ 95,950	\$ 96,450	\$ 97,950

**APPENDIX “B”
SALARY SCHEDULE
2020-2021**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 45,620	\$ 47,620	\$ 50,620	\$ 51,120	\$ 51,620	\$ 52,120	\$ 53,620
2	\$ 46,120	\$ 48,120	\$ 51,120	\$ 51,620	\$ 52,120	\$ 52,620	\$ 54,120
3	\$ 46,620	\$ 48,620	\$ 51,620	\$ 52,120	\$ 52,620	\$ 53,120	\$ 54,620
4	\$ 47,120	\$ 49,120	\$ 52,120	\$ 52,620	\$ 53,120	\$ 53,620	\$ 55,120
5	\$ 47,620	\$ 49,620	\$ 52,620	\$ 53,120	\$ 53,620	\$ 54,120	\$ 55,620
6	\$ 48,120	\$ 50,120	\$ 53,120	\$ 53,620	\$ 54,120	\$ 54,620	\$ 56,120
7	\$ 48,620	\$ 50,620	\$ 53,620	\$ 54,120	\$ 54,620	\$ 55,120	\$ 56,620
8	\$ 49,620	\$ 51,620	\$ 54,620	\$ 55,120	\$ 55,620	\$ 56,120	\$ 57,620
9	\$ 50,800	\$ 52,800	\$ 55,800	\$ 56,300	\$ 56,800	\$ 57,300	\$ 58,800
10	\$ 52,300	\$ 54,300	\$ 57,300	\$ 57,800	\$ 58,300	\$ 58,800	\$ 60,300
11	\$ 53,800	\$ 55,800	\$ 58,800	\$ 59,300	\$ 59,800	\$ 60,300	\$ 61,800
12	\$ 54,800	\$ 56,800	\$ 59,800	\$ 60,300	\$ 60,800	\$ 61,300	\$ 62,800
13	\$ 56,300	\$ 58,300	\$ 61,300	\$ 61,800	\$ 62,300	\$ 62,800	\$ 64,300
14	\$ 57,800	\$ 59,800	\$ 62,800	\$ 63,300	\$ 63,800	\$ 64,300	\$ 65,800
15	\$ 59,300	\$ 61,300	\$ 64,300	\$ 64,800	\$ 65,300	\$ 65,800	\$ 67,300
16	\$ 60,800	\$ 62,800	\$ 65,800	\$ 66,300	\$ 66,800	\$ 67,300	\$ 68,800
17	\$ 65,700	\$ 67,700	\$ 70,700	\$ 71,200	\$ 71,700	\$ 72,200	\$ 73,700
18	\$ 74,500	\$ 76,500	\$ 79,500	\$ 80,000	\$ 80,500	\$ 81,000	\$ 82,500
19	\$ 90,550	\$ 92,550	\$ 95,550	\$ 96,050	\$ 96,550	\$ 97,050	\$ 98,550

**APPENDIX “C”
SALARY SCHEDULE
2021-2022**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 45,920	\$ 47,920	\$ 50,920	\$ 51,420	\$ 51,920	\$ 52,420	\$ 53,920
2	\$ 46,420	\$ 48,420	\$ 51,420	\$ 51,920	\$ 52,420	\$ 52,920	\$ 54,420
3	\$ 46,920	\$ 48,920	\$ 51,920	\$ 52,420	\$ 52,920	\$ 53,420	\$ 54,920
4	\$ 47,420	\$ 49,420	\$ 52,420	\$ 52,920	\$ 53,420	\$ 53,920	\$ 55,420
5	\$ 47,920	\$ 49,920	\$ 52,920	\$ 53,420	\$ 53,920	\$ 54,420	\$ 55,920
6	\$ 48,420	\$ 50,420	\$ 53,420	\$ 53,920	\$ 54,420	\$ 54,920	\$ 56,420
7	\$ 48,920	\$ 50,920	\$ 53,920	\$ 54,420	\$ 54,920	\$ 55,420	\$ 56,920
8	\$ 49,920	\$ 51,920	\$ 54,920	\$ 55,420	\$ 55,920	\$ 56,420	\$ 57,920
9	\$ 51,100	\$ 53,100	\$ 56,100	\$ 56,600	\$ 57,100	\$ 57,600	\$ 59,100
10	\$ 52,600	\$ 54,600	\$ 57,600	\$ 58,100	\$ 58,600	\$ 59,100	\$ 60,600
11	\$ 54,100	\$ 56,100	\$ 59,100	\$ 59,600	\$ 60,100	\$ 60,600	\$ 62,100
12	\$ 55,100	\$ 57,100	\$ 60,100	\$ 60,600	\$ 61,100	\$ 61,600	\$ 63,100
13	\$ 56,600	\$ 58,600	\$ 61,600	\$ 62,100	\$ 62,600	\$ 63,100	\$ 64,600
14	\$ 58,100	\$ 60,100	\$ 63,100	\$ 63,600	\$ 64,100	\$ 64,600	\$ 66,100
15	\$ 59,600	\$ 61,600	\$ 64,600	\$ 65,100	\$ 65,600	\$ 66,100	\$ 67,600
16	\$ 61,100	\$ 63,100	\$ 66,100	\$ 66,600	\$ 67,100	\$ 67,600	\$ 69,100
17	\$ 66,000	\$ 68,000	\$ 71,000	\$ 71,500	\$ 72,000	\$ 72,500	\$ 74,000
18	\$ 74,800	\$ 76,800	\$ 79,800	\$ 80,300	\$ 80,800	\$ 81,300	\$ 82,800
19	\$ 91,750	\$ 93,750	\$ 96,750	\$ 97,250	\$ 97,750	\$ 98,250	\$ 99,750

**APPENDIX “D”
SALARY SCHEDULE
2022-2023**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 46,320	\$ 48,320	\$ 51,320	\$ 51,820	\$ 52,320	\$ 52,820	\$ 54,320
2	\$ 46,820	\$ 48,820	\$ 51,820	\$ 52,320	\$ 52,820	\$ 53,320	\$ 54,820
3	\$ 47,320	\$ 49,320	\$ 52,320	\$ 52,820	\$ 53,320	\$ 53,820	\$ 55,320
4	\$ 47,820	\$ 49,820	\$ 52,820	\$ 53,320	\$ 53,820	\$ 54,320	\$ 55,820
5	\$ 48,320	\$ 50,320	\$ 53,320	\$ 53,820	\$ 54,320	\$ 54,820	\$ 56,320
6	\$ 48,820	\$ 50,820	\$ 53,820	\$ 54,320	\$ 54,820	\$ 55,320	\$ 56,820
7	\$ 49,320	\$ 51,320	\$ 54,320	\$ 54,820	\$ 55,320	\$ 55,820	\$ 57,320
8	\$ 50,320	\$ 52,320	\$ 55,320	\$ 55,820	\$ 56,320	\$ 56,820	\$ 58,320
9	\$ 51,500	\$ 53,500	\$ 56,500	\$ 57,000	\$ 57,500	\$ 58,000	\$ 59,500
10	\$ 53,000	\$ 55,000	\$ 58,000	\$ 58,500	\$ 59,000	\$ 59,500	\$ 61,000
11	\$ 54,500	\$ 56,500	\$ 59,500	\$ 60,000	\$ 60,500	\$ 61,000	\$ 62,500
12	\$ 55,500	\$ 57,500	\$ 60,500	\$ 61,000	\$ 61,500	\$ 62,000	\$ 63,500
13	\$ 57,000	\$ 59,000	\$ 62,000	\$ 62,500	\$ 63,000	\$ 63,500	\$ 65,000
14	\$ 58,500	\$ 60,500	\$ 63,500	\$ 64,000	\$ 64,500	\$ 65,000	\$ 66,500
15	\$ 60,000	\$ 62,000	\$ 65,000	\$ 65,500	\$ 66,000	\$ 66,500	\$ 68,000
16	\$ 61,500	\$ 63,500	\$ 66,500	\$ 67,000	\$ 67,500	\$ 68,000	\$ 69,500
17	\$ 66,400	\$ 68,400	\$ 71,400	\$ 71,900	\$ 72,400	\$ 72,900	\$ 74,400
18	\$ 75,200	\$ 77,200	\$ 80,200	\$ 80,700	\$ 81,200	\$ 81,700	\$ 83,200
19	\$ 92,900	\$ 94,900	\$ 97,900	\$ 98,400	\$ 98,900	\$ 99,400	\$ 100,900

**APPENDIX “E”
SALARY SCHEDULE
2023-2024**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 46,920	\$ 48,920	\$ 51,920	\$ 52,420	\$ 52,920	\$ 53,420	\$ 54,920
2	\$ 47,420	\$ 49,420	\$ 52,420	\$ 52,920	\$ 53,420	\$ 53,920	\$ 55,420
3	\$ 47,920	\$ 49,920	\$ 52,920	\$ 53,420	\$ 53,920	\$ 54,420	\$ 55,920
4	\$ 48,420	\$ 50,420	\$ 53,420	\$ 53,920	\$ 54,420	\$ 54,920	\$ 56,420
5	\$ 48,920	\$ 50,920	\$ 53,920	\$ 54,420	\$ 54,920	\$ 55,420	\$ 56,920
6	\$ 49,420	\$ 51,420	\$ 54,420	\$ 54,920	\$ 55,420	\$ 55,920	\$ 57,420
7	\$ 49,920	\$ 51,920	\$ 54,920	\$ 55,420	\$ 55,920	\$ 56,420	\$ 57,920
8	\$ 50,920	\$ 52,920	\$ 55,920	\$ 56,420	\$ 56,920	\$ 57,420	\$ 58,920
9	\$ 52,100	\$ 54,100	\$ 57,100	\$ 57,600	\$ 58,100	\$ 58,600	\$ 60,100
10	\$ 53,600	\$ 55,600	\$ 58,600	\$ 59,100	\$ 59,600	\$ 60,100	\$ 61,600
11	\$ 55,100	\$ 57,100	\$ 60,100	\$ 60,600	\$ 61,100	\$ 61,600	\$ 63,100
12	\$ 56,100	\$ 58,100	\$ 61,100	\$ 61,600	\$ 62,100	\$ 62,600	\$ 64,100
13	\$ 57,600	\$ 59,600	\$ 62,600	\$ 63,100	\$ 63,600	\$ 64,100	\$ 65,600
14	\$ 59,100	\$ 61,100	\$ 64,100	\$ 64,600	\$ 65,100	\$ 65,600	\$ 67,100
15	\$ 60,600	\$ 62,600	\$ 65,600	\$ 66,100	\$ 66,600	\$ 67,100	\$ 68,600
16	\$ 62,100	\$ 64,100	\$ 67,100	\$ 67,600	\$ 68,100	\$ 68,600	\$ 70,100
17	\$ 67,000	\$ 69,000	\$ 72,000	\$ 72,500	\$ 73,000	\$ 73,500	\$ 75,000
18	\$ 75,800	\$ 77,800	\$ 80,800	\$ 81,300	\$ 81,800	\$ 82,300	\$ 83,800
19	\$ 94,900	\$ 96,900	\$ 99,900	\$ 100,400	\$ 100,900	\$ 101,400	\$ 102,900

**APPENDIX “F”
SALARY SCHEDULE
2024-2025**

	Bachelor’s	B+15	Master’s	M+15	M+30	M+45	PhD
1	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000	\$ 35,000
1a	\$ 47,720	\$ 49,720	\$ 52,720	\$ 53,220	\$ 53,720	\$ 54,220	\$ 55,720
2	\$ 48,220	\$ 50,220	\$ 53,220	\$ 53,720	\$ 54,220	\$ 54,720	\$ 56,220
3	\$ 48,720	\$ 50,720	\$ 53,720	\$ 54,220	\$ 54,720	\$ 55,220	\$ 56,720
4	\$ 49,220	\$ 51,220	\$ 54,220	\$ 54,720	\$ 55,220	\$ 55,720	\$ 57,220
5	\$ 49,720	\$ 51,720	\$ 54,720	\$ 55,220	\$ 55,720	\$ 56,220	\$ 57,720
6	\$ 50,220	\$ 52,220	\$ 55,220	\$ 55,720	\$ 56,220	\$ 56,720	\$ 58,220
7	\$ 50,720	\$ 52,720	\$ 55,720	\$ 56,220	\$ 56,720	\$ 57,220	\$ 58,720
8	\$ 51,720	\$ 53,720	\$ 56,720	\$ 57,220	\$ 57,720	\$ 58,220	\$ 59,720
9	\$ 52,900	\$ 54,900	\$ 57,900	\$ 58,400	\$ 58,900	\$ 59,400	\$ 60,900
10	\$ 54,400	\$ 56,400	\$ 59,400	\$ 59,900	\$ 60,400	\$ 60,900	\$ 62,400
11	\$ 55,900	\$ 57,900	\$ 60,900	\$ 61,400	\$ 61,900	\$ 62,400	\$ 63,900
12	\$ 56,900	\$ 58,900	\$ 61,900	\$ 62,400	\$ 62,900	\$ 63,400	\$ 64,900
13	\$ 58,400	\$ 60,400	\$ 63,400	\$ 63,900	\$ 64,400	\$ 64,900	\$ 66,400
14	\$ 59,900	\$ 61,900	\$ 64,900	\$ 65,400	\$ 65,900	\$ 66,400	\$ 67,900
15	\$ 61,400	\$ 63,400	\$ 66,400	\$ 66,900	\$ 67,400	\$ 67,900	\$ 69,400
16	\$ 63,100	\$ 65,100	\$ 68,100	\$ 68,600	\$ 69,100	\$ 69,600	\$ 71,100
17	\$ 68,000	\$ 70,000	\$ 73,000	\$ 73,500	\$ 74,000	\$ 74,500	\$ 76,000
18	\$ 77,300	\$ 79,300	\$ 82,300	\$ 82,800	\$ 83,300	\$ 83,800	\$ 85,300
19	\$ 97,000	\$ 99,000	\$ 102,000	\$ 102,500	\$ 103,000	\$ 103,500	\$ 105,000

APPENDIX "G"
COMPENSATION
DEPARTMENT CHAIRPERSONS
DEPARTMENT/GRADE LEVEL LEADERS
OTHER EXTRA DUTY

PROGRAM/POSITION	2019-2025
	-
SALARY BASE	\$2,701
<i>Department Chairpersons - High School</i>	
English/Library	2,701
Foreign Language	2,322
Guidance	1,809
Information Management	1,809
Mathematics/Computer Ed.	2,701
Physical Ed./Driver Ed.	2,322
Practical Arts/Fine Arts	2,701
Sciences	2,701
Social Sciences	2,701
Special Education	2,322
<i>Department/Grade Level Leaders - Middle School</i>	
Each Team Leader Position	1,809
<i>Other Extra Duty</i>	
Coordinator of Nurses (District-wide)	1,809
Web Site Coordinator (District-wide)	2,701
Mentor Teacher-Induction Program (per semester)	487

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2019-25
I	Football	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 10,000
	Assistant Head Coach	\$ 6,500
	Assistant #1	\$ 5,500
	Assistant #2	\$ 5,500
	Assistant #3	\$ 5,500
	Assistant #4	\$ 5,500
	Assistant #5	\$ 5,500
	<i>Ninth Grade Football</i>	
	Head Coach	\$ 4,500
	Assistant #1	\$ 3,500
	Assistant #2	\$ 3,500
	Assistant #3	\$ 3,500
	Assistant #4	\$ 3,500
II	Basketball - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 9,000
	Assistant Head Coach	\$ 5,800
	Jr. Var. Coach	\$ 5,000
	<i>Ninth Grade</i>	
	Head Coach	\$ 4,000
II	Basketball - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 9,000
	Assistant Head Coach	\$ 5,800
	Jr. Var. Coach	\$ 5,000
III	Soccer - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
III	Soccer - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Coach	\$ 4,000
III	Baseball - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
	Jr. Var. Coach	\$ 3,000
	Jr. Var. Coach	\$ 3,000

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2019-25
III	Softball - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
	Jr. Var. Coach	\$ 3,000
	Jr. Var. Coach	\$ 3,000
III	Swimming - Boys and Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
III	Volleyball - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
	Jr. Var. Coach	\$ 3,000
III	Volleyball - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
	Jr. Var. Coach	\$ 3,000
III	Track - Boys & Girls	
	<i>Varsity/Junior Varsity/Ninth Grade</i>	
	Head Coach	\$ 6,500
	Assistant Head Coach	\$ 4,000
	Assistant #1	\$ 3,000
	Assistant #2	\$ 3,000
	Assistant #3	\$ 3,000
	Assistant #4	\$ 3,000
	Assistant #5	\$ 3,000
	<i>Indoor Track</i>	
	Head Coach	\$ 2,500
	Assistant Head Coach	\$ 1,600
IV	Gymnastics - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,000
	Assistant Head Coach	\$ 3,500
IV	Wrestling	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,000
	Assistant Head Coach	\$ 3,500

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2019-25
IV	Lacrosse - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,000
	Assistant Head Coach	\$ 3,500
IV	Lacrosse - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 6,000
	Assistant Head Coach	\$ 3,500
V	Cross Country - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 4,000
V	Cross Country - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 4,000
V	Tennis - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 4,000
	Assistant Head Coach	\$ 2,500
V	Tennis - Girls	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 4,000
	Assistant Head Coach	\$ 2,500
V	Golf - Boys	
	<i>Varsity/Junior Varsity</i>	
	Head Coach	\$ 4,000
	Assistant Head Coach	\$ 2,500
V	Cheerleading Sponsors	
	Varsity	\$ 4,500
	Jr. Varsity	\$ 2,500
	Ninth Grade	\$ 2,500
	Varsity - Spring	
VI	Athletic Related Positions	
	Event/Ticket Manager	\$7,000
	Strength Training	\$ 25,000

**APPENDIX “H”
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES**

CAT	PROGRAM/POSITION	2019-25
	Football	
	<i>Middle School</i>	
	Head Coach	\$ 3,000
	Assistant #1	\$ 2,500
	Assistant #2	\$ 2,500
	Assistant #3	\$ 2,500
	Basketball - Boys	
	<i>Middle School</i>	
	Head Coach - 8th Grade	\$ 2,500
	Head Coach - 7th Grade	\$ 2,500
	Basketball - Girls	
	<i>Middle School</i>	
	Head Coach - 8th Grade	\$ 2,500
	Head Coach - 7th Grade	\$ 2,500
	Soccer - Boys	
	<i>Junior High School (incl. ninth grade)</i>	
	Head Coach	\$ 2,500
	Assistant Head Coach	\$ 2,000
	Soccer - Girls	
	<i>Middle School (incl. ninth grade)</i>	
	Head Coach	\$ 2,500
	Assistant Coach	\$ 2,000
	Baseball - Boys	
	<i>Middle School (incl. ninth grade)</i>	
	Head Coach	\$ 2,500
	Assistant Coach	\$ 2,000
	Softball - Girls	
	<i>Middle School</i>	
	Head Coach	\$ 2,500
	Assistant Coach	\$ 2,000
	Swimming - Boys and Girls	
	<i>Middle School</i>	
	Head Coach	\$ 2,500
	Volleyball - Girls	
	<i>Middle School</i>	
	Head Coach - 8th Grade	\$ 2,500
	Head Coach - 7th Grade	\$ 2,500

APPENDIX "H"
COMPENSATION SCHEDULES
INTERSCHOLASTIC SALARIES

CAT	PROGRAM/POSITION	2019-25
	Wrestling - Boys	
	<i>Middle School (incl. ninth grade)</i>	
	Head Coach	\$ 2,500
	Track - Boys and Girls	
	<i>Middle School</i>	
	Head Coach	\$ 2,500
	Assistant #1	\$ 1,900
	Assistant #2	\$ 1,900
	Cross Country - Boys and Girls	
	<i>Middle School</i>	
	Head Coach	\$ 2,500
	Athletic Related Positions	
	Cheerleading Sponsors	
	Middle School (7th and 8th)	\$ 2,500
	Strength Training	\$ 4,000

Method of Payment. The listed compensation for each position will be paid in two (2) equal installments: fifty percent (50%) on the payday on or immediately following the start date for the interscholastic season for the particular sport; and the remaining fifty percent (50%) on the payday on or immediately following the end of regular season for the particular sport. The season start and end dates will conform to those established by the PIAA as applied to schools in District 7 (WPIAL).

APPENDIX "I"
COMPENSATION
EXTRACURRICULAR POSITIONS

CAT	PROGRAM/POSITION	2019-2025
	SALARY BASE	\$7,229
I	Music/Drama Organizations - High School	
	Marching Band	
	Director	7,229
	Associate Director	5,408
	Assistant #1	3,961
	Assistant #2	3,961
	Assistant #3	3,961
	Co-Assistant	3,961
	Consultant #1	1,459
	Consultant #2	730
	Consultant #3	730
	Marching Band Winter/Spring	
	Director	3,961
	Consultant	3,282
	Marching Band-Winter/Spring Guard	
	Director	3,961
	Assistant Director	3,282
	Chorus Director	3,961
	Concert Band Director	3,961
	Orchestra Director	1,459
	Stage Band Director	898
	Drama Director	3,623
	Musical	
	Director	3,961
	Technical Director	2,918
	Technical Director- Lighting	1,459
	Technical Director- Carpentry	2,188
	Ass't. Technical Director	2,918
	Orchestra Director	3,623
	Ass't. Music Dir.	1,459
	Vocals/Acting/Scenic Director	3,623
	Carpenter	1,459
	Choreographer	2,918
	Sound Manager	1,459
	Costume Designer	2,918
	Marketing Publicity	1,459
	Assistant Director	1,459

**APPENDIX “I”
COMPENSATION
EXTRACURRICULAR POSITIONS**

CAT	PROGRAM/POSITION	2019-2025
I	Music/Drama Programs - Middle School	
	Jazz Band	1,788
	Musical Production Director	2,918
	Assistant Director #1	1,277
	Assistant Director #2	1,277
	Assistant Director #3	1,277
	Stage Crew Director	1,277
II	Class Sponsors - High School	
	Senior Class #1	3,961
	Senior Class #2	3,961
	Junior Class	2,007
	Sophomore Class	898
	Freshman Class	898
III	Publication Advisors - High School	
	Yearbook #1	3,623
	Yearbook #2	3,623
	Newspaper	2,553
III	Publication Advisors - Middle School	
	Newspaper	1,459
	Yearbook	1,459
IV	Clubs - High School	
	Activities Council	2,188
	Art Honor Society	898
	Auditorium Coordinator	6,750
	Chess Club	898
	Dance Club #1	898
	Dance Club #2	898
	DaVincian Society	898
	Diversity Club	898
	Family Tyes	1,459
	Future Business Leaders	1,605
	German Club	898
	French Club	898
	Junior Classical League	898
	Key Club	898

**APPENDIX “I”
COMPENSATION
EXTRACURRICULAR POSITIONS**

CAT	PROGRAM/POSITION	2019-2025
IV	Clubs - High School (cont.)	
	Literary Guild	898
	Math & Computer Club	1,232
	National Honor Society	1,823
	Pep Club	898
	Photography Club	898
	Red Cross Club	898
	Science Club	898
	Spanish Club	898
	Special Olympics	898
	Speech & Debate	2,918
	Speech & Debate-Ass't.	1,459
	Student Council #1	2,188
	Student Council #2	2,188
	Teen Institute	898
	Video Production	1,459
	Vision Club	898
	Web Page	898
IV	Clubs - Middle School	
	Chess Club	1,174
	Pride Club	1,174
	Speech and Debate	1,174
	Student Senate	2,456
	Teen Center Coordinator	1,754
	Video Production	1,459
	Web Page	1,459
V	Intramurals - High School	
	Position #1 - Boys	1,414
	Position #2 - Boys	1,414
	Position #3 - Girls	1,414
	Position #4 - Girls	1,414
	Position #5 - Co-ed	1,414
V	Intramurals-Middle School	
	Position #1	1,264
	Position #2	1,264
	Position #3	1,264
	Position #4	1,264
	Position #5	1,264

**APPENDIX “I”
COMPENSATION
EXTRACURRICULAR POSITIONS**

CAT	PROGRAM/POSITION	2019-2025
V	Intramurals/Activities - Paynter	
	Position #1	1,414
	Position #2	1,414
	Position #3	1,414
	Position #4	1,414
	Position #5	1,414
	Position #6	1,414
V	Intramurals/Activities - Whitehall	
	Position #1	1,414
	Position #2	1,414
	Position #3	1,414
	Position #4	1,414
	Position #5	1,414
V	Intramurals/Activities - McAnnulty	
	Position #1	1,414
	Position #2	1,414
	Position #3	1,414

**At times, the production of certain musicals may necessitate the revision of musical positions and their titles.

Method of Payment

1. Year Long Activities. The listed compensation for each extracurricular activity position which operates throughout the school year will be paid in four (4) equal installments: twenty-five percent (25%) on the payday on or immediately following the last day of the first marking period of the school term; and twenty-five percent (25%) on each payday on or immediately following the last day of each subsequent marking period throughout the remainder of the school term.
2. Semester Long Activities. The listed compensation for each position which operates on a semester or shorter term will be paid in two (2) equal installments: fifty percent (50%) on the payday on or immediately following the last day of the marking period during which the activity commenced; and the remaining fifty percent (50%) on the payday on or immediately following the last day of the next succeeding marking period.
3. Separate Checks. The compensation payable to employees in accordance with this Memorandum will be made by separate paychecks and will be subject to the direct deposit option.

**APPENDIX “J”
COMPENSATION
EVENT MANAGEMENT**

PROGRAM/POSITION	2019-2025
SALARY BASE	\$65
Football	
Clock Operator	62
Spotter	52
Ticket Seller	52
Ushers, Ticket Takers	42
Announcer	52
Clock Operator - JV	52
Clock Operator - Ninth Grade	52
Basketball - Boys & Girls	
Clock Operator*	65
Ticket Seller*	52
Ushers*	52
Scorekeeper*	65
Clock Operator - Ninth Grade	52
Clock Operator - Middle School	
One game	41
Two games	60
Wrestling	
Clock Operator*	64
Scorekeeper*	64
Ticket Seller*	52
Clock Operator - Ninth Grade	52
Clock Operator - Middle School	47
Gymnastics	
Scorekeeper	50
Volleyball - Boys & Girls	
Ticket Seller*	52
Soccer - Boys & Girls	
Clock Operator (one game)**	41
Clock Operator (two games)**	62
Ticket Seller (one game)**	42
Ticket Seller (two games)**	57
Ushers, Ticket Takers**	36

**APPENDIX “J”
COMPENSATION
EVENT MANAGEMENT**

PROGRAM/POSITION	2019-2025
Track & Field	
Dual Meet	
Timer	40
Field Event	34
Double Dual Meet	
Timer	45
Field Event	40
Triangular Meet	
Timer	42
Field Event	39
Jr. Varsity/Ninth Grade/ Middle School	
Timer	39
Field Event	34
Ticket Seller (invitational only)	84
Ticket Collector (invitational only)	84
Baseball/Softball	
Scorer/Announcer	42

* Personnel in these positions will work both Varsity and Junior Varsity games/matches.

** If the soccer game is played at Baldwin High School Stadium, personnel in these positions will be employed at the designated rates. If the soccer game is played at another facility, only a clock operator will be employed at the lower rate.

APPENDIX “K”
BALDWIN-WHITEHALL SCHOOL DISTRICT
FAIR SHARE PROVISION

Pursuant to Article V, Section H of this Agreement, if the collection of fair share fees becomes legal, the language below shall immediately be reinstated in full force and effect and placed in the Contract then in effect between the Baldwin-Whitehall Education Association and the Baldwin Whitehall School District.

1. Fair Share Fee. Each employee member of the collective bargaining unit, who is not a member of the Baldwin-Whitehall Education Association, PSEA/NEA, shall be required to pay to the Association a fair share fee as defined by Act 84 of 1988 (71 P.S. §575).
2. Implementation. To implement this Fair Share provision, the Association shall provide the Employer with the name of each nonmember employee who is obligated to pay a fair share fee and the amount of the fee that the employee is obligated to pay. At least three weeks in advance of the first deduction, the amounts to be deducted shall be certified by the Association to the Employer, together with a schedule of the payroll dates when the deductions are to be made. The aggregate deductions of all such fair share fees shall be remitted with an itemized statement to the Association.
3. Employee's Exclusive Remedy. An aggrieved employee's exclusive remedy under this Section shall be the procedures set forth in Act 84 of 1988, and such employee shall have no recourse to the grievance procedure set forth in this Agreement.
4. Indemnification Clause. The Association shall indemnify, defend, and save harmless the Employer, its agents and employees, from any and all claims, demands, suits, liabilities and/or causes of action in law or otherwise arising from the Employer's performance of its obligations to deduct fair share fees and to transmit such fees to the Association as required by this Section.

APPENDIX "L"
BALDWIN-WHITEHALL SCHOOL DISTRICT
GRIEVANCE REPORT

Grievant(s) _____ Grievance No. _____
Position _____ Work Place _____
Bargaining Unit _____
Building Principal/Supervisor: _____
Date of Alleged Grievance _____

Statement of Alleged Grievance:

Action Requested:

Article and Exhibit of Agreement under which grievance is entered _____

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

APPENDIX "M"
BALDWIN-WHITEHALL SCHOOL DISTRICT
GRIEVANCE ACTION

Grievant(s) _____ Grievance No. _____

Bargaining Unit _____

Step _____ Action Referral Date _____

Decision of Employer Representative:

Date of Decision _____

Signature of Employer Representative

GRIEVANCE RESPONSE

_____ I accept the above decision of the Employer Representative

_____ I do not accept the above decision and request the Association to refer the grievance to the next step.

Date of Response/Referral _____

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Grievant

Signature of Bargaining Unit Designee

PSEA

By _____

Date _____