BOYERTOWN AREA SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

2007-2008
2008-2009
2009-2010
2010-2011
2011-2012

Contract of the Board of School Directors
of the Boyertown Area School District
Boyertown, Pennsylvania 19512

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ARTICLE I

THIS AGREEMENT is herewith executed by and between the Board of School Directors of the Boyertown Area School District and the Boyertown Area Education Association, the employee representative for collective bargaining purposes, this 28th day of March, 2006.

This agreement shall remain in full force and effect during School Years 2007-2008, 2008-2009, 2009-2010, 2010-2011 and 2011-2012.

This agreement shall set forth terms and conditions under which the temporary professional employees and professional employees shall be employed by the Board of School Directors of the Boyertown Area School District for the period aforesaid. It is agreed and understood that the terms and conditions of employment herein agreed upon shall extend for the duration of this agreement, and that neither party will seek to change, modify or amend this agreement during this period of time, except as provided herein or by law.

Unless expressly noted otherwise, the use of the term "professional employee" throughout this Agreement is intended to include both a "professional employee" and a "temporary professional employee."

ARTICLE II: Salary Provisions and Salary Information

A) Attached hereto, made a part hereof and marked Exhibit "A" are the salary provisions which shall prevail for the School Years beginning July 1, 2007 and ending June 30, 2012.

B) In addition to the regularly scheduled increases stated in this agreement, professional employees who have attained educational levels defined herein will be given an increase at the beginning of the School Year upon submission of official transcripts. Written notification of course work under way must be submitted by August 15 if the transcript is not available by that date, and proof of satisfactory completion of such work must be submitted by October 30, or payment will not be made. The professional employee must possess a Master's degree to move to an educational level beyond the Master's degree. Credits above a Master's to be used for salary advancement purposes must be earned after the date of the earned Master's degree and must be graduate credits. No courses, even though graduate, will be counted for advancement for salary purposes above the Master's degree if taken prior to the earned Master's degree. No courses or degrees, even though graduate, will be counted for advancement for salary purposes unless they qualify under the criteria established in Article V.

C) Credit on the salary provisions for new hires up to a maximum of four years for related prior public school teaching experience may be granted at the discretion of the District Administration. Additional credit may be granted with the approval of the School Board. The agreed-upon entry level is the base for subsequent longevity increases.

D) One year of teaching credit may be awarded for each two years of military service up to a maximum of three years of credit.

E) The salary for a guidance counselor shall be determined by adding one-tenth of his/her base teacher's salary for the additional time described in this paragraph. In addition to the regular contracted work year, guidance counselors employed by the District, at the discretion of the District administration, may be required to work up to twenty (20) additional days beyond the regular contracted-for work year for the District. Generally, five (5) days minimum/ten (10) days maximum shall occur immediately following the completion of the regular student year, and five (five) days minimum/ten (10) maximum shall take place immediately prior to the commencement of the regular student year. The remaining five (5) to ten (10) days of guidance counselor services shall be scheduled no later than February 1st of each school year, with the intent that there will be flexibility regarding the schedule of these remaining days. Each principal shall be required to post these days (the days available after the end of the year and before the year responsibilities are assigned) on or before February 1st. Guidance counselors working at the schools with more than one guidance counselor will initially volunteer for these days. All remaining days will be assigned by the principal after discussion with the guidance counselor(s). It is the intention of the parties to work out the scheduling so as to provide as much coverage as possible during the summer time, it being understood, however, that the District on occasion reserves the right to require guidance counselors to be present on days established by the District Administration if there are insufficient volunteers available for coverage.

(1) No later than ten (10) days prior to the student school year, the school guidance counselors, at the discretion of the District administration, may be required to schedule at least one (1) evening session four (4) times per year, based upon a timing interval established by the District Administration. Respecting the scheduling requests of the guidance counselors, but balancing the needs of the public to have accessibility to school guidance counselors, the school Administrators shall pre-schedule such hours for the guidance counselors for the purposes of making themselves available for evening parent conferences at least four (4) times per year. There will be no additional compensation for providing these services. On non-student contact days, the Administration reserves the right to have flexible scheduling of guidance counselors consistent with the needs of the building, so long as the overall working hours of the guidance counselors on average during a particular work day would not be changed.

F) The salary for a school psychologist shall be determined by adding one-tenth of his/her base teacher's salary for each additional month employed equivalent to his/her certification, educational level, and years of credited experience. In consideration for an annual Three Thousand Dollar ($3,000.00) additional responsibility factor and recognizing that professional responsibilities cannot be readily quantified for all professional employees and especially school psychologists, it is understood that school psychologists, upon direction by the District administration, shall on occasion

be required to spend time both before and after the regular school day to be in activities which may include, but not be limited to, IEP, MDE, IST, psycho-evaluations, student conferences, parent conferences, team meetings, meetings to accomplish special tasks or projects, meetings to deal with emergencies or manage crisis, and the like, in order to fulfill the educational needs of the District. It is further understood due to the special nature and services provided by psychologists that regularly ending the work day shortly after the end of the student day will be unacceptable, in that the professional responsibilities of the position require a psychologist to make himself or herself available for student needs and parental conferences.

G) One additional day of sick leave shall be granted for each additional month of contract extension.

H) The salary supplement for department leaders shall be $1,150 for the term of this Contract.

I) Horizontal movement on the salary schedule is expressly conditioned upon the Bargaining Unit Employee receiving an overall satisfactory rating on the District approved professional employee/temporary professional employee rating form for the preceding school year, which shall involve ratings issued on or after the effective date of this Agreement.

ARTICLE III: Co-Curricular Activity Schedule

A) The 2006-2007 salary schedule for co-curricular activities will remain in force as printed in Exhibit "B" until modifications have been approved and adopted by the BAEA and the Boyertown Area School District Board of Directors.

B) The 2006-2007 activities and category lists for co-curricular activities will remain in force as printed in Exhibit "C" until modifications have been approved and adopted by the BAEA and the Boyertown Area School District Board of Directors.

C) Credit for Experience

(1) An individual elected as a coach or sponsor of a student activity shall be paid at the rate indicated in Exhibit "B" and the determined years of experience.

(2) Credit for years of experience shall be determined in accordance with the following factors, which shall ultimately be determined by the Administration and/or Board, and within the sole managerial prerogative of the district, taking into account the following factors:

(a) Experience in other school districts: full credit for years of experience in each activity, or five years of experience in each activity, whichever is less.

(b) Full credit for years of experience in the Boyertown Area School District may be given when moving from one position to another position in the same student activity.

(c) No credit for years of experience shall be given when moving from a position in one student activity to a position in another student activity regardless of similarities.

(d) School activity sponsors who return to the identical position as a sponsor after interruption of service shall be given full credit for previous experience in the Boyertown Area School District.

D) Adding New Positions

(1) In the event that a new or changed activity must be reflected on the extra-curricular or co-curricular salary schedule set forth as Exhibits "B" and "C" attached hereto, following the execution of this Collective Bargaining Agreement, the Superintendent retains the inherent managerial prerogative to designate the activity and establish the category designation.

(2) Requests for new or changed positions to be reflected on the student activity salary schedule shall be presented through the building principal or may be initiated by the principal of the building in which the activity is located. The building principal shall submit the proposal with his/her approval or disapproval, to the Superintendent whose decision shall be final.

E) Advertisement of Student Activities Positions

(1) Student activity position vacancies shall be advertised to professional employees of the District.

ARTICLE IV: Grievance Procedure

1. Definitions

a. Grievance

A "grievance" is hereby defined as an allegation by the association on behalf of an individual or individuals covered by the instant Collective Bargaining Agreement regarding the meaning, interpretation, or application of any provision in this Agreement.

b. Aggrieved Person

An aggrieved person is the person or persons or the Association claiming to be harmed.

c. Party in Interest

A party in interest is either the BAEA or the District.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to allegations regarding the meaning, interpretation or application of the Agreement which may from time to time arise affecting professional employees. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedure

a. 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 lessened by mutual agreement.

b. Level One - Principal or Immediate Superior

An aggrieved person with a grievance shall first discuss it with his or her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The grievance shall be presented within ten (10) school days after its occurrence or after the first day when the aggrieved person should be reasonably aware of its existence.

c. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within five (5) school days after the decision of Level One or ten (10) school days after the grievance was presented, whichever is sooner. The Superintendent shall hold a hearing within seven (7) school days and render a decision within ten (10) school days following the filing of the grievance.

d. Level Three - Appeal to Board of School Directors

(1) If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or twelve (12) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in

writing that the grievance be submitted for hearing before the Board of School Directors or a committee thereof.

(2) Within ten (10) school days of receipt of the request for hearing before the Board of School directors or a committee thereof, a hearing shall be held by the Board of School Directors or a committee of the Board of School Directors appointed for the purpose of hearing such appeals and all witnesses and representatives, including the aggrieved person(s) may be present. At least four (4) school days written notice of the hearing time, date, and place shall be given.

(3) This hearing shall be conducted in Executive Session and within five (5) school days thereafter a written decision shall be issued to the BAEA and to the aggrieved employee(s).

e. Level Four - Arbitration

(1) If the BAEA is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after submission of the appeal to the Board of School Directors, it may, within five (5) school days after the decision by the Board of School Directors or the committee thereof or within twenty (20) school days after the appeal was taken to the Board of School Directors or its committee, whichever is sooner, request in writing that the grievance be submitted to arbitration.

(2) Within ten (10) school days after such written notice of submission to arbitration, the parties in interest shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, the procedures as defined under the Public Employee Relations Act, Act 195, Article IX, Section 903, will be complied with.

(3) The arbitrator so selected shall hold hearings promptly and shall issue the arbitrator's decision not later than twenty (20) school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator may rule only upon the meaning, interpretation or application of any provision in the Agreement; the arbitrator shall be without power or authority to make a decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator's decision shall be submitted to the parties in interest and shall be accepted by the parties in accordance with the requirements and limitations as set forth in Article IX, Section 903 of the Public Employe Relations Act, Act 195, Article IX, Section 903.

(4) The cost of arbitration shall be shared equally by the parties.

4. Rights of Professional Employees to Representation

a. Professional Employee and Association

Any aggrieved person shall be represented at all stages of the grievance procedure by a representative selected or approved by the Association.

b. Right to Information

The Board of School Directors and the Administration shall cooperate with the Association in its investigation of any grievance, and furnish the Association such information as is requested for the processing of any grievance.

c. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration or by the Association 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.

5. Miscellaneous

a. Group Grievance

If in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

b. Written Decisions

Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing, setting forth the decisions and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

c. Time Limits

Failure of an aggrieved party to proceed to the next level within the time limits set forth within this grievance procedure or within such other time limits mutually agreed upon shall be deemed an acceptance of the last decision.

d. Forms

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

e. Meetings and Hearings

All meetings and hearings under this procedure shall be deemed private and shall not be open to members of the public.

ARTICLE V: Reimbursement for Tuition

During each year of the term of this Contract, as herein defined, the Board will reimburse the professional employee up to an annual maximum of $3,000.00 toward tuition costs. The tuition year will be from July 1 through July 30 of each year. The end date of the course will determine the tuition year to which the course applies for calculating the maximum benefit. The end date for Video, online and other self-study courses must be no later than one year from the course start date as indicated on the Course Approval Form.

A full-time Bargaining Unit Employee cannot accumulate more than $3,000.00 of reimbursement for courses completed during the July 1 – June 30 tuition year. Part-time Bargaining Unit Employees (employees who work 50% or more, but less than 80%) cannot accumulate more than an amount equal to $3,000 time their percent-full-time. [Example: a 50% part-time employee is eligible for $1,500; a 60% part-time employee is eligible for $1,800; a 70% part-time employee is eligible for $2,100.

In order to be eligible for tuition reimbursement, the professional employee shall have been employed in that capacity for at least 180 student days (not including summer school) prior to the start date of the course and shall have received a rating of satisfactory. Part-time employees must be employed in that capacity for the equivalent of at least one school year according to their part-time schedule (Example: a 50% part-time employee must work 90 full-time days or 180 half days; a 60% part-time employee must work 108 full-time days or 180 4.8 hour days; a 70% part-time employee must work 126 full-time days or 180 5.6 hour days) prior to the start date of the course and shall have a rating of satisfactory. As a matter of clarification, the professional employee must hold a contracted position in order to be considered for this provision. Time spent in a long-tem substitute assignment shall count toward one school year, or the equivalent thereof, of employment provided that the long-term substitute assignment was for two full consecutive semesters. Time served as a long-term substitute teacher will apply even if there was a break in service between the LTS and the contract.

Individual reimbursements will be processed as soon as practicable throughout the school year following submission of all required paperwork in accordance the District policies and procedures as defined below. Reimbursement requests submitted and processed during the summer months will be paid on or before September 15th.

Reimbursement requests must be submitted no later than 90 days from the end date of the course in order to be eligible for reimbursement. Tuition cost (no materials or fees) will be reimbursed. For purposes of tuition reimbursement, the District will accept the college's certification as to the cost of tuition. Such certification must be provided on the Boyertown Area School District "Tuition Reimbursement Receipt Detail Form." The Tuition Reimbursement Receipt Detail Form, completed by the Institution responsible for issuing the graduate credits, along with an official grade report, must accompany all requests for reimbursement. No other receipt is required. Failure to submit a Tuition Reimbursement Receipt Detail Form will result in non-payment.

A grade of B or better must be achieved in order to be eligible for reimbursement. (If the college uses a "Pass/Fail" grading system, a grade of "Pass" must be obtained.) There shall be no double reimbursement for credits. This shall include federal grants, state grants, scholarships, G.I. Bill reimbursements, etc.

A Bargaining Unit Employee must be employed at the time of payment in order to receive reimbursement.

Tuition reimbursement payments will be subject to the requirements of the Internal Revenue Service and/or the PA Department of Revenue in effect at the time of payment and may be treated as taxable income to the employee

Approval of the Superintendent or the Superintendent's designee must be obtained prior to the course start date for all courses submitted for tuition reimbursement. Reimbursement for undergraduate credits will not be made. Course approval will be granted when:

1. The professional employee is enrolled in an advanced degree program approved by the Superintendent or the Superintendent's designee at a college or university course that is required for graduation.
2. The professional employee enrolls in a course in his/her teaching field or one which is related to his/her area of certification and teaching, or one which enhances his/her ability to perform.
3. The professional employee is enrolled in a course which will provide additional certification. The employee must be engaged in a program at a college or university and the course must be part of the requirement for additional certification.

Course approval may not be granted when the employee has enrolled in a course which is not relevant to his/her teaching or certification.

Persons on Board-approved leave may receive payment for approved courses taken before the start of the leave. Such payment will be made upon receipt of a written declaration of intent to return, provided such declaration is on file in the Personnel Office.

ARTICLE VI: Hospitalization, Medical-Surgical and Major Medical Insurance

A) Health Benefit Plan Sponsorship

The Board will sponsor the "health benefit plan", as defined below, to provide hospitalization, medical-surgical and major medical insurance coverage to the full-time professional employee and his/her eligible dependents who may elect to be covered under the plan. However, each professional employee with dependents whose spouse is also employed by the District on a full-time basis may be restricted by District to electing family coverage under the plan and if such professional employee and spouse do not have dependents, each may be restricted to electing single coverage, subject to the rules and restrictions of the health benefit plan.

Each Bargaining Unit Employee shall be responsible for timely notification to the District of any changes in spouse or dependent insurance coverage. The Bargaining Unit Employee will be held responsible to reimburse the District for any and all additional expenses incurred by the School District as a result of late notification or failure to notify the appropriate district personnel of changes in family coverage.

For purposes of this Agreement, "health benefit plan" means the Berks County School Health Consortium Plan or its substantial equivalent.

B) Premium Rates for Health Benefit Plans

The District and the eligible Bargaining Unit Employees shall contribute the following percentages toward the premium rates for single, two party and family coverage for all full-time Bargaining Unit Employees for the health benefit plan as follows:

Year	District Contribution Toward Premiums	Employee Contribution Toward Premiums
2007-2008	91.25%	8.75%
2008-2009	91.25%	8.75%
2009-2010	91.25%	8.75%
2010-2011	91.25%	8.75%
2011-2012	90%	10%

Professional employees will make their premium contributions through mandatory payroll deductions, which will be divided equally over 24 pay periods. In addition, the District will continue to sponsor an Internal Revenue Service Section 125 Plan, so long as permitted by applicable law, to provide for such employee contributions utilizing pre-tax dollars.

(1) Part-time Employee Contributions:

(a) Professional employees who are part-time that work seventy percent (70%) or more of the work day or work week, and who provided services prior to the effective date of the Collective Bargaining Agreement, shall receive the same contribution toward premium costs applicable to full-time professional employees as set forth in this Collective Bargaining Agreement.

(b) Part-time professional employees providing services on or after the effective date of the Collective Bargaining Agreement who work fifty percent (50%) or more of a work week or work day shall:

(i) pay the difference in the percentage that such part-time professional employee works and one hundred percent (100%) as a premium contribution for the health benefits plan, and also;

(ii) pay an additional percentage of the District's premium contribution set forth as follows:

Year	Additional Percentage of Bargaining Unit Employee Contributions
2007-2008	8.75%
2008-2009	8.75%
2009-2010	8.75%
2010-2011	8.75%
2011-2012	10%

For example, if a part-time Bargaining Unit Employee works fifty percent (50%), the employee will pay fifty percent (50%) of the health premium, including dependent premiums, plus an additional ten percent (10%) of the District's portion of the total premium contribution. If the single premium is $200, the Bargaining Unit Employee would pay $110.00 and the District would pay $90.00.

ARTICLE VII: Dental Insurance

During the term of this Contract, the Board will pay one hundred percent (100%) of the premium rates for the same dental insurance coverage for the eligible professional employee and his/her family that was in effect the previous year.

(1) Part-time Employee Contributions:

(a) Professional employees who are part-time who work seventy percent (70%) or more of the work day or work week, and who provided services prior to the effective date

of the Collective Bargaining Agreement, shall receive the same contribution toward premium costs applicable to full-time professional employees as set forth in this Collective Bargaining Agreement.

(b) Part-time professional employees providing services on or after the effective date of the Collective Bargaining Agreement who work fifty percent (50%) or more of a work week or work day, shall pay the difference in the percentage that such part-time professional employee works and one hundred percent (100%) as a premium contribution, including dependent premiums, for the dental plan benefits.

ARTICLE VIII: Vision Insurance

During the term of this Contract, the Board will pay one hundred percent (100%) of the premium rate for individual vision insurance coverage for full-time professional employees and vision insurance coverage for spouses and eligible dependents of full-time professional employees on a 75-25 co-pay basis with the Board paying seventy-five percent (75%) of the difference in the premium between the individual and two-party (family) rate. Co-pays shall be made by mandatory payroll deductions based upon the vision insurance program in effect as of June 30, 2007, or its substantial equivalent.

(1) Part-time Employee Contributions:

(a) Professional employees who are part-time who work seventy percent (70%) or more of the work day or work week, and who provided services prior the effective date of the Collective Bargaining Agreement, shall receive the same contribution toward premium costs applicable to full-time professional employees as set forth in this Collective Bargaining Agreement.

(b) Part-time professional employees providing services on or after the effective date of the Collective Bargaining Agreement who work fifty percent (50%) or more of a work week or work day, shall pay the difference in the percentage that such part-time professional employee works and one hundred percent (100%) as a premium contribution, including dependent premiums, for the vision plan benefits.

ARTICLE IX: Life Insurance

The Board will provide a group term life insurance policy having a $50,000 face amount covering all eligible professional employees during the term of this contract.

(1) Part-time Employee Contributions:

(a) Professional employees who are part-time who work seventy percent (70%) or more of the work day or work week, and who provided services prior to the effective date of the Collective Bargaining Agreement, shall receive the same contribution toward premium costs applicable to full-time professional employees as set forth in this Collective Bargaining Agreement.

(b) Part-time professional employees providing services on or after the effective date of the Collective Bargaining Agreement who work fifty percent (50%) or more of a work week or work day, shall pay the difference in the percentage that such part-time professional employee works and one hundred percent (100%) as a premium contribution for life insurance benefits.

ARTICLE X: Salary Allowance for Retirement Year

The Board of School Directors agrees to a salary allowance for retiring professional employees upon the following conditions:

1. For all retirements that commence on or after July 1, 2007, eligible retiring professional employees shall receive $275 for each school year up to 35 years of service as a professional employee in the Boyertown Area School District, provided that advance notice be delivered in writing to the District Administration no later than January 15th for a retirement effective at the end of the school year.

2. In the event professional employees seek to retire at the end of the first semester, such professional employees, in order to avail themselves of this salary allowance, must give notice to the District Administration in writing on or before November 15th of each school year.

3. Retiring professional employees must be eligible for superannuation or early retirement as defined by the Public School Employees Retirement Law with at least five years of service in the Boyertown Area School District.

4. Payment of this allowance will be made in a lump sum within one month of the termination date. Payment under this provision shall be made to the employee but Retirement Board regulations prohibit crediting such payment for retirement purposes.

ARTICLE XI: Membership in Hospitalization/ Medical-Surgical/Major Medical Insurance for Retiring Employees

The retiring professional employee shall have the option to continue in the District's hospitalization, medical/surgical and major medical insurance plan at his or her own expense, provided the contract with the carrier includes this provision and subject to the rules and regulations of the school district regarding participation in the program. The retiring professional employee may retain this benefit only until the month of their sixty- fifth birthday, at which time they must transfer to the Public School Employee's Retirement System or some other plan of the professional employee's choice. Retirees who qualify for this continuing coverage are those who:

1. are age 62 with at least one full year of service,
2. have 35 of service regardless of age, or
3. retire with at least 20 years of service in the PSERS, or
4. retire under PSERS disability retirement provisions.

The retiring professional employee shall also have the option to have the District apply the salary allowance permitted in the preceding Article toward the District's hospitalization, medical, and major medical insurance plan, with the retiring professional employee retaining the option of (a) paying the carrier the difference, if applicable, or (b) carrying over any balance of the salary allowance for retirement year, if any, for the following school year. This would be subject to the requirements of the contract with the carrier and subject to the rules and regulations of the District regarding participation in the program. Retiring professional employees may retain this benefit only until the month of their sixty-fifth birthday, at which time they must transfer to the Public School Employee's Retirement System or some other plan of their own choice.

ARTICLE XII: Twenty-Six (26) Pays Per Year

The professional employee shall receive 26 pays per year. The dates of payment and payroll ending periods will be supplied to all professional employees as soon as definite procedures have been established by the business office.

ARTICLE XIII: Leaves of Absence

Professional employees are entitled to absence for Emergency Leave as described below, up to a maximum of three (3) days in a single school year.

Professional employees are entitled to absence for Personal Leave without reason, subject to the conditions described below, up to a maximum of two (2) days in a single school year.

Such leave days are not cumulative from year to year. Half-time professional employees are entitled to one-half of the number of days scheduled above.

General Conditions which govern the provisions of Personal Leaves for Absence under this Article:

1. Professional employees requesting such leave shall do so by completing and submitting the required form, together with all plans made necessary by the absence, at least one week in advance (or in the case of emergencies, as soon as possible) to the Superintendent through the principal. The principal will retain lesson plans, seating charts, class roster, etc. before submitting the form to the Superintendent for approval or disapproval.

2. The number of Personal Leave requests approved under this Article for any one day shall be limited to 3% of the total number of bargaining unit members in the district. If the number of requests exceeds 3%, they will be approved in the order received in the office of the Superintendent up to the 3% limit. Emergency Leave days are not counted against the 3% limit.

3. No professional employee should request a leave under this Article for any reason that may reflect negatively on either the teaching profession or the school district.

4. School employees shall not, under any circumstances, be absent from their duties, with or without compensation, to perform services or to participate in other activities that provide additional or private compensation to that employee of either monetary or material nature.

5. Eligible employees shall not be eligible to take a personal leave of absence on a staff development day or professional responsibility day.

6. Personal leaves of absences may not be taken during the first student day or the last student day of the student year.

7. The Superintendent will have the authority to grant permission for use of employee personal days on the restricted days listed above under extenuating circumstances. Any District employee who is absent and who does not meet the conditions for approval by the Superintendent is considered absent without permission and may be subject to disciplinary action.

A. Emergency Leave

The following are approvable reasons for emergency leave without loss of pay:

1. Serious illness or accident involving a member of the professional employee's immediate family.

2. Hospitalization for surgical or medical reasons of a member of the professional employee's immediate family. This includes birth of a child to the employee's wife.

3. Emergency affecting home or personal property.

4. Appearance by the professional employee in a capacity involving a law suit which is not school-connected.

5. Appearance for an IRS audit.

6. Funeral of a close friend.

7. Taking spouse or child to medical specialist appointment related to serious illness or injury.

8. Bringing mother and newborn baby home from the hospital.

9. Extension of bereavement leave in case of death of close relative.

10. Such other reasons as are deemed by the Superintendent to be in this category.

B. Leave Without Compensation

Leave without compensation may be granted following submission of a request to the Superintendent or Superintendent's designee. The Superintendent or the Superintendent's designee shall be guided in granting such leaves without compensation when there are emergency conditions or situations of a last resort. An employee on an approved leave without compensation may elect to purchase medical coverage through the District's group plan at 100% employee contribution rate during the period of the approved unpaid leave.

ARTICLE XIV: Mechanism for "Meet-and-Discuss" Items

Upon written request by the Boyertown Area Educational Association a meeting shall be convened within 15 school days following such request between representatives of the Boyertown Area Education Association and the duly appointed representatives of the District. The request shall set forth those issues to be discussed, in accordance with the relevant sections of the Public Employee Relations Act, Act 195. There shall be no more than four meetings per school year, unless by mutual consent.

ARTICLE XV: Professional Employee Days

During the term of this contract, the number of professional employee days is established at 192 days for each school year under the term of this Contract, unless for reasons of developing a workable calendar it is reduced to a lesser number by the Board.

The 190th, 191st, and 192nd days of the Contract days shall be deemed to be professional growth days. For professional growth days, Bargaining Unit Employees are encouraged to develop his or her own professional growth strategies with the following types of activities recommended: grade level meetings, building level meetings, department meetings, curriculum collaboration, interdisciplinary collaboration meetings, classroom or building preparation, adaptive programming, field trip development, educational research in content areas, content-based field trips (on days other than student days), district training opportunities, content-based field research on non-teaching days, conferences, seminars and workshops on non-teaching days, implementing graduate course work and/or training into practice, other uses at the discretion of the professional or flex days. In the event that these professional growth days are used for additional flex days, the flex day guidelines

established by the District's professional development council must be followed. These professional growth days are subject to the following additional criteria:

1. Work will be accomplished in school unless the activity stipulates otherwise and is approved by the applicable school administrator (example: conferences, field trips, seminars).

2. These professional growth days must be served in blocks of three (3) hours (one-half day) or six (6) hours (full day).

3. Employees will sign in and sign out in accordance with current practice.

4. The District administration and the Association leadership shall at the end of each school year meet for the purpose of evaluating the use of these days.

If schools are closed for emergency reasons such as, but not limited to, weather conditions, heating system failures, loss of electric power, and similar emergencies, the Board of School Directors has the option of revising the school calendar to make up lost days so that the number of days established for pupil instruction is not reduced.

The number of scheduled teacher days shall be used to establish the per diem rate for deduction in salary for leave without compensation, unpaid leave, work stoppages, or other such reasons.

In addition to the above stated Contract days, all newly hired District temporary professional and professional employees hired on or after July 1, 2007, will work four (4) additional professional development days for each year of their first three (3) years of employment. Beginning on July 1, 2010, all new District temporary professional and professional employees hired on or after July 1, 2010 will work five (5) additional professional development days for each year of their first three (3) years of employment.

ARTICLE XVI: Payroll Deductions for Association Dues

The professional employees Association dues (BAEA, PSEA, NEA) shall be deducted in equal installments from the employee's pays in the months of September, October, November and December, if the employees so request through their Association Representative.

Lists of the employees requesting dues deduction must be submitted to the business office by July 1 with the exception of the newly elected employees whose requests must be submitted by September 1, unless other arrangements are agreed to by the Business Manager. No additions to this list will be permitted after the first deduction has been made.

ARTICLE XVII: Existing Economic Policies

The policies which directly affect economic conditions of employment that have been in effect will not be diminished during the life of this contract.

ARTICLE XVIII: Just Cause

No Employee in the Bargaining Unit shall be discharged or suspended without pay for disciplinary reasons in excess of thirty (30) working days without just cause.

(a) In the event that the District Administration or other party files charges against a Bargaining Unit Employee pursuant to Section 11-1122 of the Public School Code of 1949, as amended, relating to the discharge of a Bargaining Unit Employee, within ten (10) days of the Board's receiving such charges, the impacted Bargaining Unit Employee shall elect, in writing, whether or not the Bargaining Unit Employee seeks for either an arbitrator to hear the proceeding or the Board to conduct a termination proceeding, with appeal rights to the Secretary of Education. Such election shall be irrevocable and cannot be withdrawn by either the Bargaining Unit Employee or the Boyertown Area Education Association on behalf of the Bargaining Unit Employee. In the event that the Bargaining Unit Employee or the Boyertown Area Education Association fails to make such an election within the stated time period, then in that event the Bargaining Unit Employee will be relegated to a hearing pursuant to Section 11-1122 of the School Code and not an arbitration remedy.

(b) In the event the Bargaining Unit Employee or the Boyertown Area Education Association elects an arbitration remedy, the parties hereby agree that only the following individual arbitrators could be selected via mutual agreement to hear any arbitration sought pursuant to this "just cause" provision, unless the parties agree in writing to add to this list:

John M. Skonier, Esquire
Gladys Gershenfeld
Louis Seltzer, Esquire

(c) The powers and compensation of the arbitrators so selected shall be in accordance with the grievance procedure herein.

ARTICLE XIX: Professional Rates/Homebound Instruction

Homebound instruction/professional rates shall be the following during the term of this Contract:

2007-2008	$25.00/hour
2008-2009	$26.00/hour
2009-2010	$26.00/hour
2010-2011	$28.00/hour
2011-2012	$30.00/hour

ARTICLE XX: Mileage

Mileage will be paid at the applicable IRS mileage reimbursement rate.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed his Agreement the day and year first above written.

BOARD OF SCHOOL DIRECTORS OF THE
BOYERTOWN AREA SCHOOL DIRECTORS

By: _____
Board President

By: _____
Board Secretary

BOYERTOWN AREA EDUCATION ASSOCIATION

By: _____
President

By: _____
Secretary

LIST OF EXHIBITS ATTACHED TO

BOYERTOWN AREA SCHOOL DISTRICT

COLLECTIVE BARGAINING AGREEMENT

2007-2012

Exhibit	Description
"A"	Salary provisions which will prevail for the school years beginning July 1, 2007 and ending June 30, 2012.
"B"	Co-curricular activity schedules and salaries that shall remain in force until modifications have been approved and adopted by the BAEA and the Boyertown Area School District Board of Directors.
"C"	Co-curricular lists of activities as well as category designations that shall remain in force until modifications have been approved and adopted by the BAEA and the Boyertown Area School District Board of Directors.

EXHIBIT "A" - SALARY SCHEDULES

2007-2008 Salary Schedule

STEP	Y.O.S.	B	B+15	MEQ	M	M+15	M+30	M+45
1	0	$41,487.00	$43,490.00	$46,047.00	$51,777.00	$53,582.00	$55,740.00	$57,556.00
2	1	$41,689.00	$43,692.00	$46,249.00	$51,980.00	$53,785.00	$55,944.00	$57,761.00
3	2	$41,890.00	$43,893.00	$46,451.00	$52,183.00	$53,988.00	$56,149.00	$57,965.00
4	3-7	$43,961.00	$45,963.00	$48,531.00	$54,273.00	$56,078.00	$58,252.00	$60,068.00
5	8-9	$46,033.00	$48,034.00	$50,610.00	$56,363.00	$58,168.00	$60,355.00	$62,172.00
6	10-11	$48,104.00	$50,106.00	$52,690.00	$58,453.00	$60,256.00	$62,459.00	$64,274.00
7	12	$50,175.00	$52,177.00	$54,769.00	$60,543.00	$62,346.00	$64,562.00	$66,377.00
8	13	$52,246.00	$54,249.00	$56,849.00	$62,633.00	$64,436.00	$66,665.00	$68,480.00
9	14	$54,317.00	$56,320.00	$58,927.00	$64,722.00	$66,526.00	$68,768.00	$70,584.00
10	15	$56,388.00	$58,391.00	$61,007.00	$66,812.00	$68,616.00	$70,871.00	$72,687.00
11	16-22	$58,460.00	$60,462.00	$63,087.00	$68,901.00	$70,706.00	$72,974.00	$74,790.00
12	23-24	$60,531.00	$62,533.00	$65,166.00	$70,991.00	$72,796.00	$75,077.00	$76,893.00
13	25-26	$62,602.00	$64,604.00	$67,246.00	$73,081.00	$74,886.00	$77,180.00	$78,996.00
14	27	$65,378.00	$67,128.00	$69,527.00	$75,171.00	$76,975.00	$79,284.00	$81,099.00

2008-2009 Salary Schedule

STEP	Y.O.S.	B	B+15	MEQ	M	M+15	M+30	M+45
1	0	$41,778.00	$43,795.00	$46,484.00	$52,502.00	$54,332.00	$57,078.00	$58,938.00
2	1	$41,980.00	$43,997.00	$46,688.00	$52,708.00	$54,538.00	$57,287.00	$59,147.00
3	2	$42,183.00	$44,200.00	$46,892.00	$52,914.00	$54,744.00	$57,496.00	$59,356.00
4	3	$44,269.00	$46,285.00	$48,992.00	$55,033.00	$56,863.00	$59,650.00	$61,510.00
5	4-8	$46,355.00	$48,371.00	$51,091.00	$57,152.00	$58,982.00	$61,804.00	$63,664.00
6	9-10	$48,441.00	$50,457.00	$53,190.00	$59,271.00	$61,100.00	$63,958.00	$65,816.00
7	11-12	$50,526.00	$52,542.00	$55,290.00	$61,390.00	$63,219.00	$66,111.00	$67,970.00
8	13	$52,611.00	$54,628.00	$57,389.00	$63,509.00	$65,338.00	$68,265.00	$70,124.00
9	14	$54,697.00	$56,714.00	$59,487.00	$65,629.00	$67,458.00	$70,419.00	$72,278.00
10	15	$56,783.00	$58,800.00	$61,587.00	$67,748.00	$69,577.00	$72,572.00	$74,431.00
11	16	$58,869.00	$60,885.00	$63,686.00	$69,866.00	$71,696.00	$74,725.00	$76,585.00
12	17-23	$60,955.00	$62,971.00	$65,785.00	$71,985.00	$73,815.00	$76,879.00	$78,739.00
13	24-25	$63,041.00	$65,057.00	$67,885.00	$74,104.00	$75,934.00	$79,033.00	$80,892.00
14	26	$65,836.00	$67,598.00	$70,188.00	$76,223.00	$78,052.00	$81,187.00	$83,045.00

2009-2010 Salary Schedule

STEP	Y.O.S.	B	B+15	MEQ	M	M+15	M+30	M+45
1	0	$42,196.00	$44,233.00	$47,089.00	$53,431.00	$55,294.00	$58,391.00	$60,293.00
2	1	$42,400.00	$44,437.00	$47,295.00	$53,641.00	$55,503.00	$58,605.00	$60,507.00
3	2	$42,605.00	$44,642.00	$47,502.00	$53,850.00	$55,713.00	$58,819.00	$60,721.00
4	3	$44,712.00	$46,748.00	$49,628.00	$56,007.00	$57,869.00	$61,022.00	$62,925.00
5	4	$46,818.00	$48,854.00	$51,755.00	$58,164.00	$60,026.00	$63,225.00	$65,128.00
6	5-9	$48,925.00	$50,961.00	$53,882.00	$60,320.00	$62,182.00	$65,429.00	$67,330.00
7	10-11	$51,032.00	$53,068.00	$56,008.00	$62,477.00	$64,338.00	$67,632.00	$69,533.00
8	12-13	$53,137.00	$55,175.00	$58,135.00	$64,634.00	$66,495.00	$69,835.00	$71,737.00
9	14	$55,244.00	$57,281.00	$60,261.00	$66,790.00	$68,652.00	$72,038.00	$73,940.00
10	15	$57,351.00	$59,388.00	$62,387.00	$68,947.00	$70,808.00	$74,241.00	$76,143.00
11	16	$59,458.00	$61,494.00	$64,514.00	$71,102.00	$72,965.00	$76,444.00	$78,347.00
12	17	$61,564.00	$63,600.00	$66,640.00	$73,259.00	$75,121.00	$78,647.00	$80,550.00
13	18-24	$63,671.00	$65,707.00	$68,767.00	$75,416.00	$77,278.00	$80,851.00	$82,752.00
14	25	$66,494.00	$68,274.00	$71,100.00	$77,572.00	$79,434.00	$83,054.00	$84,955.00

2010-2011 Salary Schedule

STEP	Y.O.S.	B	B+15	MEQ	M	M+15	M+30	M+45
1	0	$42,639.00	$44,697.00	$47,795.00	$54,420.00	$56,317.00	$59,996.00	$61,951.00
2	1	$42,845.00	$44,904.00	$48,005.00	$54,633.00	$56,530.00	$60,216.00	$62,171.00
3	2	$43,052.00	$45,111.00	$48,214.00	$54,847.00	$56,743.00	$60,436.00	$62,391.00
4	3	$45,181.00	$47,239.00	$50,373.00	$57,043.00	$58,940.00	$62,700.00	$64,655.00
5	4	$47,310.00	$49,367.00	$52,531.00	$59,240.00	$61,136.00	$64,964.00	$66,919.00
6	5	$49,439.00	$51,496.00	$54,690.00	$61,436.00	$63,332.00	$67,228.00	$69,182.00
7	6-10	$51,568.00	$53,625.00	$56,848.00	$63,633.00	$65,528.00	$69,492.00	$71,446.00
8	11-12	$53,695.00	$55,754.00	$59,007.00	$65,829.00	$67,725.00	$71,256.00	$73,709.00
9	13-14	$55,824.00	$57,883.00	$61,164.00	$68,026.00	$69,922.00	$74,020.00	$75,973.00
10	15	$57,953.00	$60,012.00	$63,323.00	$70,222.00	$72,118.00	$76,282.00	$78,237.00
11	16	$60,082.00	$62,139.00	$65,482.00	$72,418.00	$74,315.00	$78,546.00	$80,501.00
12	17	$62,211.00	$64,268.00	$67,640.00	$74,614.00	$76,511.00	$80,810.00	$82,765.00
13	18	$64,340.00	$66,397.00	$69,799.00	$76,811.00	$78,708.00	$83,074.00	$85,028.00
14	19	$67,192.00	$68,991.00	$72,167.00	$79,008.00	$80,903.00	$85,338.00	$87,292.00

2011-2012 Salary Schedule

STEP	Y.O.S.	B	B+15	MEQ	M	M+15	M+30	M+45
1	0	$48,741.00	$50,829.00	$54,329.00	$61,496.00	$63,436.00	$68,081.00	$70,096.00
2	1-3	$49,641.00	$51,729.00	$55,229.00	$62,396.00	$64,336.00	$68,981.00	$70,996.00
3	4	$50,541.00	$52,629.00	$56,129.00	$63,296.00	$65,236.00	$69,881.00	$71,896.00
4	5	$51,441.00	$53,529.00	$57,029.00	$64,196.00	$66,136.00	$70,781.00	$72,796.00
5	6	$52,341.00	$54,429.00	$57,929.00	$65,096.00	$67,036.00	$71,681.00	$73,696.00
6	7-11	$54,501.00	$56,590.00	$60,128.00	$67,343.00	$69,283.00	$74,016.00	$76,031.00
7	12-13	$56,662.00	$58,751.00	$62,327.00	$69,590.00	$71,530.00	$76,351.00	$78,367.00
8	14-15	$58,822.00	$60,912.00	$64,526.00	$71,838.00	$73,777.00	$78,685.00	$80,702.00
9	16	$60,983.00	$63,071.00	$66,726.00	$74,083.00	$76,024.00	$81,020.00	$83,037.00
10	17	$63,144.00	$65,232.00	$68,925.00	$76,331.00	$78,271.00	$83,356.00	$85,372.00
11	18	$65,305.00	$67,393.00	$71,125.00	$78,578.00	$80,518.00	$85,691.00	$87,706.00
12	19	$68,200.00	$70,026.00	$73,538.00	$80,825.00	$82,764.00	$88,026.00	$90,041.00

EXHIBIT "B"

CO-CURRICULAR SALARIES

(1) An individual selected as a coach or sponsor of a student activity shall be paid at the rate indicated in the attached Exhibit, in compliance with the specific listing for the given position and the determined years of experience.

(2) Credit for years of experience shall be determined in accordance with the following factors, the determination of which shall be within the inherent managerial prerogative of the District Administration:

(a) Experience in other school districts; full credit for years of experience in each activity, or five years of experience in each activity, whichever is the lesser.

(b) Full credit for years of experience in the Boyertown Area School District may be given when moving from one position to another position in the same student activity.

(c) No credit for years of experience shall be given when moving from a position in one student activity to a position in another student activity position, regardless of similarities.

(d) School activity sponsors who return to the identical position as a sponsor after interruption of service shall be given full credit for previous experience in the Boyertown Area School District.

(3) In the event that a new or changed activity must be reflected on the extra-curricular or co-curricular salary schedule, following the execution of this document, the District Administration and/or the District School Board retains their inherent managerial prerogative to designate the activity and establish the category designation.

Requests for new or changed positions to be added to the student activity salary schedule shall be presented through the building Principal or may be initiated by the Principal of the building in which the activity is located. The building Principal shall submit the proposal with his/her approval or disapproval to the Superintendent whose decision in conjunction with the Board shall be final.

(4) Student activity position vacancies shall be advertised to professional employees of the School District.

(5) The Association and representatives of the Boyertown Area School District Board of Directors agree to meet prior to July 1, 2007 to negotiate terms for the compensation of co-curricular appointments for the five years contained in the contract extension. It is understood that any proposal from these meetings would need to be mutually approved by both the Association and Boyertown Area School District Board of Directors prior to implementation.

EXHIBIT "B"

STUDENT ACTIVITY CO-CURRICULAR SALARY SCHEDULES

Term of Contract unless otherwise modified

Category	Step 1 (1-3 yrs.)	Step 2 (4-6 yrs.)	Step 3 (7-9 yrs.)	Step 4 (10+ yrs.)
1	$3,208	$4,121	$5,031	$5,662
2	$2,769	$3,579	$4,402	$4,970
3	$2,351	$3,008	$3,711	$4,215
4	$1,886	$2,446	$3,019	$3,452
5	$1,459	$1,881	$2,308	$2,642
6	$1,025	$1,327	$1,636	$1,836
7	$ 628	$ 754	$ 943	$1,082

EXHIBIT "C"

CO-CURRICULAR LIST OF ACTIVITIES

Student Activity	Category
District Weight Training/ Conditioning Specialist	1
Asst. Weight Training/ Conditional Specialist	3
Equipment Manager	5
Hockey	
Senior Head (2)	2
Junior Head (2)	4
Junior Assistant (2)	5
Junior J.V. (2)	5
Wrestling	
Senior Head	2
Senior Assistant (2)	3
Junior Head (2)	4
Junior Assistant (2)	5
Track	
Senior Head, Boys	2
Senior Head, Girls	2
Senior Asst. (3)	3
Junior Head (2)	4
Junior Assistant (4)	5
Boys' Winter Track (1)	3
Girls' Winter Track (1)	3
Asst. Boys' Winter Track (1)	7
Asst. Girls' Winter Track (1)	7
Golf	4
Tennis	
Senior, Boys	4
Senior, Girls	4

Student Activity	Category
Baseball	
Senior Head	2
Senior Assistant (2)	3
Junior Head (2)	4
Junior J.V. (2)	5
Lacrosse	
Senior Head	2
Senior Assistant (2)	3
Junior Head (2)	4
Junior Assistant (2)	5
Softball	
Senior Head	2
Senior Assistant (2)	3
Junior Head (2)	4
Junior J.V. (2)	5
Soccer	
Senior Head	2
Senior Assistant (2)	3
Junior Head (2)	4
Junior Assistant (2)	5
Junior J.V. (2)	5
Cheerleaders	
Senior Head (3)	5
Junior Head (2)	5
Athletic Leaders	
Senior High (1)	4
Junior (2)	4
Venzke Relay Coordinator	$*

*Salary to be determined

Student Activity	Category
Accent	7
Cub	4
Cub Business Manager	7
Bear	3
Bear Literacy Advisor	6
Yearbook Junior High (2)	6
FBLA Advisor	5
Key Club Advisor	5
Junior High Newspaper (2)	6
Senior Class Play	6
Junior Class Play	6
Drama Advisor	3
Asst. Drama Advisor	6
Student Council	5
Choral Director, Sr. High	4
Class Advisors – Grade 10	3
Grade 11	3
Grade 12	2
Senior Marching Unit Director	1
Band Front Advisor (2)	3
Band Front Instructor	3
Bus. Mgr.-Sr. High Music	5
Percussion Arranger/Instr.	4
Jr. Marching Unit Director (2)	2
Band Front Advisor (4)	5
Choral Director, Jr. High (2)	5

Student Activity	Category
Orchestra Director, Sr. High	5
Orchestra Director, JHE/JHW	6
Stage Band, JHE/JHW	
Musical Production – Jr./Sr.	
Drama Director (2)	5
Vocal Director (2)	5
Choreographer (2)	5
Orchestra Conductor (2)	6
Stage Director	3
Intramurals	
Boys' Sports, Grades 10-12 (1)	7
Boys' Sports, Grades 7-9 (4)	7
Volleyball-Coed, Gr. 10-12 (3)	7
Girls' Sports, Grades 10-12 (1)	7
Girls' Sports, Grades 7-9 (4)	7
Basketball	
Senior Head, Boys	2
Senior Asst., Boys (2)	3
Junior Head, Boys (2)	4
Junior Asst., Boys (2)	5
Junior Intra-Squad, Boys (2)	7
Senior Head, Girls	2
Senior Asst., Girls (2)	3
Junior Head, Girls (2)	4
Junior Asst., Girls (2)	5
Cross Country	
Head Coach	3
Asst. Coach	4
Football	
Senior Head	1
Senior Assistant (4)	3
Junior Head (2)	4
Junior Assistant (4)	5
Junior J.V. (4)	5

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Letter of Understanding

In ARTICLE V: Reimbursement for Tuition of the 2007-2012 Collective Bargaining Agreement, in paragraph one; there is an error in the date of the tuition year. The tuition year has traditionally been and will continue to be July 1 through June 30, not July 1 through July 30 as is written in the first paragraph of ARTICLE V. The BAEA and the district acknowledge this error and agree that the dates are July 1 through June 30.

Harry W. Morgan, Ed.D., Superintendent

Barbara Bigler, BAEA President

LETTER OF INTENT

(Not Part of the 2007-2012 Collective Bargaining Agreement)

Boyertown Area School District
Boyertown, Pennsylvania 19512

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LETTER OF INTENT

(Which is Not Part of the Collective Bargaining Agreement)

PREAMBLE

This Agreement to enter into a revised Letter of Intent is made this 28th day of March, 2006, by and between the Board of School Directors of the Boyertown Area School District and the Boyertown Area Education Association, the employee representative for collective bargaining purposes.

RECITAL

WHEREAS, the Board of School Directors of the Boyertown Area School District and the Boyertown Area Education Association entered into a Collective Bargaining Agreement covering School Years 2007-2012;

NOW, THEREFORE, based upon the mutual covenants and promises of the parties, as well as the consideration set forth herein, the parties have agreed as follows:

I. Term of This Letter of Intent. This term of this Letter of Intent shall commence as of July 1, 2007 and extend until June 30, 2012.

II. Maintaining Staff and Reductions in Force. The Board recognizes the necessity of maintaining the staff in sufficient numbers to continue to offer the diverse program of the District in educationally productive classes. The Board anticipates no reduction in force except that which results from a substantial decline in enrollment or school reorganization.

III. Employee Assistance Program. The Board agrees to provide an employee assistance program during the term of this Letter of Intent.

IV. Sabbatical Leaves

A. The Board of School Directors may approve a sabbatical leave for up to one year at full pay for a serious health condition, as defined in the Family and Medical Leave Act of 1993 and as certified by the District's physician, upon the following provisos:

1. That the individual would otherwise be eligible for a sabbatical leave pursuant to the Pennsylvania School Code.

2. For the purposes of this policy, a serious illness is defined as a serious health condition of the employee requiring (i) a period of at least three (3) contiguous days of hospitalization, and (ii) requiring the continuing care and monitoring of a physician for a period not less than six (6) months in length, unless waived by the District.

3. That the employee is recommended for such sabbatical leave by the employee's physician. The employee shall consent to a second medical examination to be performed by a physician of the Board's choice. Such second medical examination shall be performed at the expense of the Board. In the event of a conflict between the employee's physician's recommendation versus the second medical examination, both the employee's physician and the second examining physician shall choose a third physician whose recommendation for the sabbatical leave shall be binding upon the Board.

4. This sabbatical provision is available only to employees who serve fifteen (15) or more years in the Boyertown Area School District.

5. This sabbatical leave provision is only available after accumulated sick leave is exhausted by the employee.

6. This sabbatical provision is available only once in an individual's career.

V. Budget for Professional Development.

The Board agrees that the budget for bargaining unit professional development (conferences, seminars, workshops, in-service, induction meetings, similar budgeted items, including but not limited to the cost of substitutes covering for professional employees involved in such conferences, staff development costs, conference flex-day costs, internships, PDC days, co-curricular training costs, induction salaries and supplies, seminars, workshops, in-service, induction meetings, and so on) will be $135,000 per school year during the term of this Contract. The majority of funds shall be devoted to conferences, seminars and workshops during the term of this Letter of Intent.

VI. Association President's Release Time/Association Days.

Because of the additional workload of the Association President during his/her term, allowances at both the secondary and elementary level will be employed. On the secondary level, non-instructional assignments (study hall monitor, etc.) should be eliminated to provide for four or five additional periods weekly for Association responsibilities. On the elementary level, non-instructional duties including but not limited to recess, luncheon monitor,

supervising students before and after school, should be eliminated from the schedule so as to provide approximately 150 minutes. It is understood that the situation in each school and for each person is different and that the process described above will be handled on an individual basis. The maximum number of association days shall be a total of sixteen (16) days for all of the officers collectively of the Association. In the event that additional days shall be necessary, upon approval by the Superintendent, additional days may be granted if the Association reimburses the District for the cost of substitutes. It is understood that should the chief negotiator of the Association be a bargaining unit employee, such chief negotiator of the Association shall be entitled to one (1) day during the school year to work on salary schedules and shall receive release time for the same not to be included in the days set forth in this paragraph, subject to the approval of the District Superintendent.

VII. Mentor Program.

Mentors participating in the District-approved mentor program shall receive direct compensation in the amount of $400 per year for providing services as an approved mentor. In addition to the foregoing, $250 shall be allocated by the District toward additional supplies for either the classroom of the mentor, the teaching/subject areas taught by the mentor, or the school or schools where the mentor teaches, during the school year when the mentor provides such services.

VIII. Sick Leave/Workers' Compensation.

If an employee is absent due to any injury or illness sustained while engaged in services to the District which is determined to be compensable under the Workers Compensation Act, the District will pay the Bargaining Unit Employee the difference between full pay and the workers compensation benefits received until the end of the school year in which the occupational injury or illness began. In order for the Bargaining Unit Employee to be entitled to the difference between full pay and the workers compensation benefits received until the end of the school year in which the occupational injury or illness began, the employee shall be required to use the employee's accumulated sick leave days toward reducing the District's obligation pursuant to this paragraph. Under these circumstances, available sick days will be reduced by one (1) day for every three (3) days of workers compensation leave taken. In the event the employee exhausts the employee's sick days or does not have any available sick days, the District will be required to pay the employee the difference between full pay and the benefits received through workers compensation until the end of the school year in which the occupational injury or illness began.

In the event the employee opts not to draw upon the employee's accumulated sick leave days toward reducing the District's obligation pursuant to this section, then in that event, the District will not be required to pay the employee the difference between full pay and the benefits received until the end of the school year in which the occupational injury or illness began and will be obligated only to fulfill its requirements pursuant to the Workers Compensation Insurance Act.

IN WITNESS WHEREOF, the parties hereto hereby agree to the foregoing Letter of Intent this 28th day of March, 2006.

BOARD OF SCHOOL DIRECTORS OF THE
BOYERTOWN AREA SCHOOL DIRECTORS

By: _____
Board President

By: _____
Board Secretary

BOYERTOWN AREA EDUCATION ASSOCIATION

By: _____
President

By: _____
Secretary