

**COLLECTIVE BARGAINING  
AGREEMENT**

**ATHENS AREA  
EDUCATION ASSOCIATION  
ATHENS AREA SCHOOL DISTRICT**

**SEPTEMBER 1, 2010 TO AND  
INCLUDING AUGUST 31, 2013**

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\*NOTE: Inset Blended Schools Policy and Guidelines Available Upon Request

## **ARTICLE I** **RECOGNITION**

### **Section 1.01.**

The Athens Area Education Association (PSEA), hereinafter called the bargaining agent, is hereby recognized by the Athens Area School District, (Board of Education), called the employer as the bargaining agent for the Athens Area Education Association (PERA-R-83-W) hereinafter called the bargaining unit, and the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195 and Act 88) providing for collective bargaining for public employees.

### **Section 1.02.**

Both parties aver that the agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

## **ARTICLE II** **RIGHTS OF THE ASSOCIATION**

### **Section 2.01. USE OF FACILITIES**

Facilities are to be made available for Association scheduled meetings. These scheduled meetings are not to interfere with school activities.

### **Section 2.02. ASSOCIATION DAYS**

The Board shall grant fifteen (15) man days for Association use. Association days are cumulative. The Association will not use more than 20 accumulated days in a given school year. In case of unforeseen and/or unavoidable necessity, additional days may be used upon approval of the Superintendent. The Association will pay the salary of the substitute.

### **Section 2.03. PAYROLL DEDUCTIONS**

The Association dues to be collected through payroll deduction if so requested in writing by the employee. Superintendent to be notified in writing thirty (30) days in advance for payment of dues withheld.

Association Leave: The Board agrees to grant up to two (2) years leave without pay or fringe benefits for any professional employee elected or appointed to a position in PSEA or NEA. Leave must be taken in one-year blocks, based on the school year.

### **Section 2.04. INDEMNIFICATION**

The Employer may rely on any written authorization signed by the employee, submitted by the Association, and shall not be required to make any investigation with respect to the accuracy thereof, and shall be indemnified and saved harmless by the Association with respect to any act which the Employer may do or refrain from doing in reliance upon such authorization.

### **Section 2.05. PUBLIC INFORMATION**

The Board agrees to furnish upon written request of the Association, public information pertaining to the financial resources of the District when such information is made available for the public. Such information includes census data, financial reports, agendas and minutes of the Board meetings.

#### Section 2.06. USE OF INTERNAL FACILITIES

The Association shall have the reasonable right to disseminate written bulletins and announcements to its membership through the inter-school mail facilities. The Association shall have, in each building, the use of a bulletin board in each faculty lounge. Similar facilities shall be provided in the central office.

#### Section 2.07. WELCOME OF NEW TEACHERS

The President of the Association shall be given the opportunity to welcome new teachers at appropriate in-service activities.

#### Section 2.08. AAEA LEAVE OF ABSENCE

The Board shall grant a full year's leave without pay or fringe benefits to the President of the Association during his/her term of office if requested to do so by the President of the Association.

#### Section 2.09. FAIR SHARE CLAUSE

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

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

The Association agrees to extend to all non-members the opportunity to join the Association.

If any legal action is brought against the school district as a result of any actions it is requested to perform by the Association pursuant to the Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this article shall cease.

The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this article.

### **ARTICLE III** **BOARD OF EDUCATION RIGHTS**

It is understood and agreed that the Board has the exclusive right to hire, promote, and classify employees; and that no member of the bargaining unit shall be discharged, suspended, disciplined, in writing only, or reprimanded in writing only, without just cause.

Matters of managerial policy are reserved exclusively to the Board except as modified by the terms of this agreement. These include, but shall not be limited to the right of the Board, at its discretion, to manage all operations, including the direction of the working force, the right to plan, direct and control the operation of all equipment and other property of Athens Area School District, the right to establish programs, standards of services, overall budget, utilization of technology, the organization structure and selection and direction of personnel.

The Board has, retains, and shall possess and exercise all rights and functions, powers, privileges and authority that the Board possessed prior to the signing of a contract with the Association, excepting; only those that are clearly and specifically relinquished or restricted in this contract. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Board shall have the exclusive right to determine the location of its operations; establishment of new units and relocation of old units, scheduling of operations; size of work force; to schedule, allocate and transfer work; to establish or discontinue specific jobs to prepare and amend job descriptions within the area or area of certification; to introduce new or improved methods, equipment or facilities.

The Board shall have the right to make, alter, publish, and enforce from time to time rules and regulations not in conflict with the terms of this Agreement to be observed by the employees.

## **ARTICLE IV** **TEACHER WORK YEAR AND WORK DAY**

### **Section 4.01. WORK YEAR**

The salary schedule shall be based upon a 187 day work year.

The two added In-Service days beginning 1994-95 and continuing throughout the life of the contract will be scheduled at the beginning of the school year for the use of professional activities at the teacher's discretion. A total of three (3) In-Service days will at that time be scheduled for the opening of school.

Beginning with 2011-2012 school year, one of the two self-directed summer in-service days will be converted and scheduled as a directed in-service day for professional development activities immediately preceding start of student year.

These days are not to interfere with additional professional development activities that may be scheduled at the teacher's option prior to the opening of school.

### **Section 4.02. WORK DAY**

The length of the school day is to be determined by the Administration in the best interest of the pupils attending each individual school. The professional staff shall be available for duties for a maximum of seven (7) hours (excluding 30-minute duty-free lunch time) unless otherwise specified herein.

Exceptions to this work day are when students are dismissed early due to an emergency. On these days, the faculty day will end five (5) minutes after the last school bus picks up students, or at the end of the 7.5 hour work day, whichever comes first. Students waiting for delayed buses shall be reassigned to allow additional employees to leave. Teacher assignment for the control of students shall be rotated on an equal basis.

### **Section 4.03. IN-SERVICE DAYS**

- A. Attendance is mandated at all In-Service days. The January In-Service will be a district-wide workday and/or Professional Development Day.
- B. In-Service/Professional Development Days will be credited toward the PDE mandated Act 48 continuing professional development education for all participating staff members, as per the Act 48 plan.

#### Section 4.04. OPEN HOUSE

Up to four (4) evening Open House/Parent Conferences of two (2) hours in length may be scheduled each year. Teacher attendance shall be scheduled, unless excused by the Superintendent. Teachers who participate shall be granted compensatory time on only one of the seven full in-service days scheduled on the regular calendar, except the first three in-service days prior to the opening of school for students, the last in-service day, and the January in-service day.

#### Section 4.05. SELF-DIRECTED PERIODS

Each professional employee shall have a minimum of one self-directed period daily of at least 40 minutes duration, or 225 minutes per week, in segments of not less than one 25-minute period per day and the balance of not less than 15-minute segments. This assignment shall be the responsibility of the Administration.

#### Section 4.06. FACULTY MEETINGS

- A. The regular school day shall be 7.5 hours as previously presented, and shall be in force as of the date of the execution of this Agreement.
- B. All teachers shall normally be required to attend up to ten (10) post school (after the 7.5 hour day) faculty meetings per year. All post school faculty meetings shall be started within five (5) minutes after the last teacher assignment has been completed and will terminate within 30 minutes. (Does not include faculty meetings held within the school day as defined previously).
- C. Faculty meetings may also be scheduled on days of early dismissals. They shall be scheduled immediately after dismissal and not extend beyond the normal 7.5 hour working day.
- D. If additional meetings are needed during this contract, they shall be scheduled by the Administration during the school day and will be kept to a minimum. These faculty meeting times shall not be eligible for reimbursement if the teachers' preparation times are needed for the meeting.
- E. Attendance at these faculty meetings is mandatory unless prior approval for absence has been obtained from the Administration with a bona fide excuse.

#### Section 4.07. INDUCTION PROCESS

The Board of Education and the Association agree that the Induction process is implemented for the sole purpose of facilitating the smooth entry of the Inductees into the professional mainstream and is designed to actively provide supportive activities, district orientation and suggestions to the inductee. The induction plan shall be jointly planned and evaluated by the administration and the association.

The Induction process for newly hired teachers will begin September, 1986 and may last for up to one year.

There will be one mentor per inductee and one inductee per mentor.

Mentors shall receive \$400.00 as a participating inductee team member. The compensation is the same for mentoring any part-time inductees.

#### Section 4.08. ACT 48 PROFESSIONAL DEVELOPMENT

Implementation of the Act 48 plan will proceed and operate as the plan directs.



## **ARTICLE V**

### **SALARY SCHEDULE**

#### **Section 5.01. SALARY SCHEDULE DEFINITIONS**

- A. The schedule of wages and salaries set forth shall be the schedule, which shall remain in force for the period of this Agreement.
- B. All increments shall be determined by the salary schedule.
- C. A teacher receiving advanced credits shall move horizontally and vertically to proper step for that individual.
- D. (1) A teacher may be granted credit on the salary schedule of any number of years of satisfactory service in a public school;
- (2) The salary step of the employee's first contract shall determine the base step that the employee is on for all future increments;
- (3) Beginning with the 1978-79 school year, recognition of a Master's Equivalent Degree for salary schedule purposes will require a Certificate from the PA. Dept. of Education. However, this requirement shall have no adverse effect, now or in the future, on any teacher who has previously received Master's Equivalent recognition from the District;
- (4) The individual teacher will be responsible for the collection and presentation to the Superintendent, of all documents necessary for application for the Master's Equivalency Certificate. The cost of the application fee will be paid for by the district. If all course work is completed prior to the opening of the school, retroactive salary adjustment will be made once the certificate is received from the Department of Education.
- E. Salary Placement: A teacher will be guaranteed up to 5 years credit in the salary schedule for years of satisfactory service in public or private school with proper certification. Additional years of credit on the salary schedule may be granted for years of satisfactory teaching, related service and military experience, but not necessarily on a year-for-year basis. This is for new teachers beginning August 25, 1986 and thereafter, and will not be retroactive prior to said date.

#### **Section 5.02. PAY PERIODS, SALARY SCHEDULES, PERCENTAGES**

Pay periods will be twenty (20) pays every two weeks on Fridays over a nine (9) month period beginning with the 2001 – 2002 contract year, or pay periods will be twenty-six (26) pays every two weeks on Fridays over a twelve (12) month period beginning with the 2001-2002 contract year- at the option of the employee. Employees who choose either option will draw his/her entire yearly salary in the elected number of pay periods.

When a payday falls on a vacation day, that pay will be direct deposited on the last day that school is in session prior to the vacation day. All contract benefits including but not limited to health and fringe benefits will continue through the summer to provide full coverage for 12 months.

All pay to be direct deposited, as authorized by the employee, to the financial institution of the employee's choice beginning with the first pay of the 2001-2002 school year.

**SALARY SCHEDULES & PERCENTAGES**

1. Salary includes eligible step and column movement.
2. Step Movement Schedule: Employees shall move one step in each year of service, until the employee reaches the top step.
3. Percentage of increase of total bargaining unit cost includes: (Salary Schedules follow)

2010-2011 . . . . . 2.5%

2011-2012 . . . . . 2.5%

2012-2013 . . . . . 2.5%

5.03		ATHENS AREA 2010-2011											
Years	Step	Bach	B+12	B+24	Masters B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
10	1	48,665	49,965	53,265	55,765	60,065	62,915	66,615	67,915	69,215	70,515	71,815	74,815
9	2	49,165	50,465	53,765	56,265	60,565	63,415	67,115	68,415	69,715	71,015	72,315	75,315
8	3	50,415	51,715	55,015	57,515	61,065	63,915	67,615	68,915	70,215	71,515	72,815	75,815
7	4	51,665	52,965	56,265	58,765	61,565	64,415	68,115	69,415	70,715	72,015	73,315	76,315
6	5	52,915	54,215	57,515	60,015	62,065	64,915	68,615	69,915	71,215	72,515	73,815	76,815
5	6-7	54,165	55,465	58,765	61,265	62,565	65,415	69,115	70,415	71,715	73,015	74,315	77,315
4	8-9	55,415	56,715	60,015	62,515	63,815	65,915	69,615	70,915	72,215	73,515	74,815	77,815
3	10	56,715	58,015	61,315	63,815	65,115	66,415	70,115	71,415	72,715	74,015	75,315	78,315
2	11	58,015	59,315	62,615	65,115	66,415	67,715	70,615	71,915	73,215	74,515	75,815	78,815
1	12	59,315	60,615	63,915	66,415	67,715	69,015	71,115	72,415	73,715	75,015	76,315	79,315
Top	13	60,615	62,915	65,215	67,715	69,015	70,315	71,615	72,915	74,215	75,515	76,815	79,815

5.04		ATHENS AREA 2011-2012											
Years	Step	Bach	B+12	B+24	Masters B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
10	1	49,415	50,715	54,515	57,458	61,758	66,658	68,158	69,658	71,158	72,658	74,158	77,658
9	2	49,915	51,215	55,015	57,958	62,258	67,158	68,658	70,158	71,658	73,158	74,658	78,158
8	3	50,415	51,715	55,515	58,458	62,758	67,658	69,158	70,658	72,158	73,658	75,158	78,658
7	4	51,665	52,965	56,765	59,708	63,258	68,158	69,658	71,158	72,658	74,158	75,658	79,158
6	5	52,915	54,215	58,015	60,958	63,758	68,658	70,158	71,658	73,158	74,658	76,158	79,658
5	6	54,165	55,465	59,265	62,208	64,258	69,158	70,658	72,158	73,658	75,158	76,658	80,158
4	7-8	55,415	56,715	60,515	63,458	64,758	69,658	71,158	72,658	74,158	75,658	77,158	80,658
3	9-10	56,715	58,015	61,815	64,758	66,058	70,158	71,658	73,158	74,658	76,158	77,658	81,158
2	11	58,015	59,315	63,115	66,058	67,358	70,658	72,158	73,658	75,158	76,658	78,158	81,658
1	12	59,315	60,615	64,415	67,358	68,658	71,158	72,658	74,158	75,658	77,158	78,658	82,158
Top	13	60,615	62,915	66,158	68,658	70,158	71,658	73,158	74,658	76,158	77,658	79,158	82,658

5.05		ATHENS AREA 2012-2013											
					Masters								
Years	Step	Bach	B+12	B+24	B+36	M+12	M+24	M+36	M+42	M+48	M+54	M+60	PhD
10	1	50,165	52,965	59,315	63,058	64,358	67,888	69,503	71,118	72,733	74,348	75,963	79,463
9	2	50,665	53,465	59,815	63,558	64,858	68,388	70,003	71,618	73,233	74,848	76,463	79,963
8	3	51,165	53,965	60,315	64,058	65,358	68,888	70,503	72,118	73,733	75,348	76,963	80,463
7	4	51,665	54,465	60,815	64,558	65,858	69,388	71,003	72,618	74,233	75,848	77,463	80,963
6	5	52,165	54,965	61,315	65,058	66,358	69,888	71,503	73,118	74,733	76,348	77,963	81,463
5	6	54,165	55,465	61,815	65,558	66,858	70,388	72,003	73,618	75,233	76,848	78,463	81,963
4	7	55,415	56,715	62,315	66,058	67,358	70,888	72,503	74,118	75,733	77,348	78,963	82,463
3	8-9	56,715	58,015	62,815	66,558	67,858	71,388	73,003	74,618	76,233	77,848	79,463	82,963
2	10-11	58,015	59,315	64,115	67,058	68,358	71,888	73,503	75,118	76,733	78,348	79,963	83,463
1	12	59,315	60,615	65,415	68,358	69,658	72,388	74,003	75,618	77,233	78,848	80,463	83,963
Top	13	60,615	62,915	67,158	69,658	71,273	72,888	74,503	76,118	77,733	79,348	80,963	84,463

## **ARTICLE VI** **EXTRA DUTY PAY**

### **Section 6.01. ELEMENTARY HEAD TEACHERS**

1. Head teachers shall receive the following amounts above their regular salary for their additional services: \$600.00 plus \$30.00 multiplied by the number of teachers in the building. That number shall not include the building principal.
2. Itinerant teachers shall be counted on the basis of the time that they teach in that building. Example: a teacher who teaches one day a week in a particular building shall count as a .2 for that building.

### **Section 6.01A. SECONDARY HEAD TEACHERS AND MIDDLE SCHOOL HEAD TEACHERS**

Head Teachers shall receive \$400.00 above their regular salary for their additional services.

### **Section 6.02. GUIDANCE COUNSELORS**

All Guidance Counselors will work the same number of days as the teachers. Any days worked in excess of the teachers contracted work year will be paid at a per diem rate. No compensatory time will be given in lieu of pay.

### **Section 6.03. PROFESSIONAL DUTIES, HOMEBOUND, AND DRIVER TRAINING SALARIES**

1. Employees who are performing professional duties not otherwise compensated after regular school hours and/or after regularly scheduled contracted time shall be paid at the compensation rate listed below. These duties include but are not limited to related work in curriculum planning and/or professional development committees, IEP conferences, textbook committees, GED instructors, Long Range/Strategic Planning committees, any PDE mandate, and/or implementation of any program(s) designed to improve the instructional process. Employees will be paid for professional duties performed unless payment is waived in writing by the AAEEA.

2. Employees who are giving homebound instruction at times other than regular school hours shall be paid at the rate listed below:

COMPENSATION RATES  
Beginning 2010-2011 . . . . . \$21.00

3. The Board of Education shall have the exclusive right to institute a Driver Training Education Program in which the parents pay for the program.

Section 6.04. COACHING AND SCHOOL RELATED ACTIVITIES

Coaching and other school related activities salaries attached.

Section 6.05. PAYMENT FOR EXTRA DUTIES

Payments for extra duties for teachers with the athletic program and various other school related activities will be as follows. The payment shall be the number of units for the position times the appropriate dollar value for years of coaching.

YEARS IN COACHING AND ACTIVITY

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
2010-2011	170	175	180	185	190	195
2011-2012	175	180	185	190	195	200
2012-2013	180	185	190	195	200	205

Section 6.06 COACHING UNITS

The number of units for the various sports is as follows:

<u>A. BOYS' SPORTS</u>	<u>UNITS</u>
1. Football - Head Coach	22
Assistants	14
2. Wrestling - Head Coach	18
Assistants	11
3. Basketball - Head Coach	18
Assistants	11
4. Baseball - Head Coach	13
Assistants	8
5. Track - Head Coach	13
Assistants	8
6. Golf - Head Coach	8 + Mileage
7. Cross Country	8
8. Swimming - Head Coach	18
Assistants	11
9. Soccer - Head Coach	14
Assistants	7
10. Cheerleaders – Coach	6

**B. GIRLS' SPORTS****UNITS**

1. Volleyball	18
Assistant	11
2. Golf	8 + Mileage
3. Swimming	18
4. Basketball	18
Assistants	11
5. Tennis	8 + Mileage
6. Softball	13
Assistants	8
7. Track	13
8. Gymnastics	8
9. Cross Country	8
10. Soccer – Head Coach	14
Assistants	7

**C. BOYS'/GIRLS' SPORTS****UNITS**

1. Indoor Track	7
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**D. JUNIOR HIGH SPORTS****UNITS**

Recommended # Of Coaches In ()

**a. BOYS' SPORTS****UNITS**

1. Basketball (1)	9
2. Football (2)	11 each
3. Soccer (1)	7
4. Swimming (0.5)	9
5. Track (1)	6.5
6. Wrestling (1)	9

**b. GIRLS' SPORTS****UNITS**

1. Basketball (1)	9
2. Soccer (1)	7
3. Swimming (0.5)	9
4. Track (1)	6.5
5. Volleyball (1)	9
6. Cheerleading (1)	3

1998-99 = \$140.00 per unit.

The Junior High program began with the 1998-99 school year. There is no credit for previous years of coaching service in determining salary step for coaching pay. However, pay for coaching experience will accrue for each year of experience beginning with the 1998-99 sporting season and thereafter.

The Payment shall be the number of units for the position times the appropriate dollar value for the years in the activity.

### Section 6.07 ACTIVITY UNITS

The number of units for the various activities is as follows:

#### A. ATHLETIC DIRECTOR

Head (to be paid if not filled by member of Administration). \$10,000

Assistant 12 UNITS

#### B. AQUATIC DIRECTOR

Head (to be paid if not filled by member of Administration). \$10,000

#### C. OTHER

##### BUS CHAPERONS

Less than 50 miles \$19.00 per event

More than 50 miles \$22.00 per event

##### BAND DIRECTOR

Athens Area High School 15

Assistants Athens Area High School 7

DANCE BAND (Must appear publicly 5 times during the year) 2

BAND CAMP DIRECTOR 3

Assistant 2

ORCHESTRA/INSTRUMENTAL DIRECTOR 3

SUMMER INSTRUMENTAL BAND DIRECTOR 3

DEPARTMENT HEADS (AAHS, SRU, & Rowe JH) 4

Assistant Department Heads 2

Yearbook Advisor 7

School Newspaper (4 editions) 2

F.H.A. 4

Drama Coach 8

#### **STUDENT COUNCIL ADVISOR**

Athens Area High School 3

SRU Middle School 3

Rowe Junior High School 3

Choral 6

Video Director 5

S.A.D.D. 3

Jr. High S.A.D.D. 2

Scholarship Challenge/Quiz League	6
Jr. High Scholarship Challenge	2
National Honor Society	3
Jr. High National Honor Society	2
Forensic Club	6
Chess Club	2
Act 48 Staff Development Coordinator(s)	6
Science Olympiad	4
Jr. High Science Olympiad	2
Robotics	6
Music Drama Director	3
Litterbox Advisor	4
FBLA (split between two co-advisors)	4
Jr. High FBLA	2
Jr. High School Yearbook Advisor	3
Middle School Yearbook Advisor	3
School Store (Junior High)	2

#### Section 6.08. CLASS ADVISORS

Years in activity for the following positions shall be computed by totaling the years an employee holds any one or combination of the following positions:

Freshman Class Advisor	1
Sophomore Class Advisor	2
Junior Class Advisor	4
Senior Class Advisor	6

#### Section 6.09. WORKERS PER EVENT

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>
Ticket Takers .....	\$23.00	\$23.00	\$23.00
Ticket Sellers .....	\$24.00	\$24.00	\$24.00
Scorekeepers Home.....	\$23.00	\$23.00	\$23.00
Scorekeepers Away.....	\$31.00	\$31.00	\$31.00
Timer-Home .....	\$23.00	\$23.00	\$23.00
Timer-Away .....	\$31.00	\$31.00	\$31.00
<u>Trackers</u>			
Dual Meet			
(Boys or Girls) .....	\$23.00	\$23.00	\$23.00
Dual Meet			
(Boys & Girls).....	\$26.00	\$26.00	\$26.00
Tri Meet			
(Boys & Girls).....	\$30.00	\$30.00	\$30.00
Quad Meet			
(Boys & Girls).....	\$33.00	\$33.00	\$33.00

A. The AAEEA agrees to permit the use of non-paid volunteers to replace paid workers in the areas listed below and under the following terms:

- a. Only adults (over 20) may serve as volunteers;
- b. A list of teacher substitutes will be kept in the event that volunteers are not available;
- c. No decrease in the number of workers (paid and volunteer) from the 1982-83 level shall occur;
- d. If the use of volunteers is abandoned in total or in part, workers will be paid as listed and selected from the bargaining unit, first choice of available work shall be given to former workers.

<u>B. Care of Equipment</u>	<u>Units</u>
Football	6
J.V. Football	2
Basketball	2
Soccer	2
Baseball	2
Track	2
Wrestling	4
Volleyball	2
Softball	2

#### Section 6.10 PAYMENTS FOR EXTRA DUTY PAY

Each employee would have the option of being paid by separate direct deposit for extra duty pay and payment would be made within fifteen (15) days of completion of all duties including the obligations necessary for payment.

### **ARTICLE VII** **FRINGE BENEFITS**

#### Section 7.01. INSURANCE COVERAGE

Insurance coverage shall terminate at the end of the contract period as follows:

1. Regular full-time teachers submitting resignations effective at the end of the school year will have insurance continued until the end of the contract year.
2. Long term substitutes will have insurance continued for thirty (30) days. Others leaving the system for reasons of accepting other positions will have insurance terminated at the date of final payment.
3. Insurance coverage shall terminate August 31 of the year of resignation.



## Section 7.02. HEALTH INSURANCE

1. The Board will pay for full family coverage Blue Cross/Blue Shield and Major Medical as outlined in proposal dated 12/18/74 if available through the consortium. Major Medical Insurance Coverage will be 80%/20% for the first \$2,000.
2. Due to the demise of The Pennsylvania Public School Health Care Trust (effective July 1, 2004) employees will have the option of selecting an alternative health insurance program – the BlueCare PPO Plan offered through Blue Cross/Blue Shield First Priority – formerly known as the Blue Cross of Northeastern Pennsylvania Access Care II Plan (no preferred deductible, \$10 copy, 100/80 Plan with \$10, \$10, \$25 prescription coverage as presented on May 17, 2004 to both Association and District leaderships). There will continue to be no employee “before tax contribution” for these employees. The district will pay for full family coverage. In order for employees to make informed choices to healthcare, this health insurance carrier will provide employees with an up-to-date listing of Pennsylvania and New York State network providers.

Employees presently covered by The Pennsylvania Public School Health Care Trust have the option to opt out of being covered by the BlueCare PPO Plan, by doing so before June 15, 2004. Effective July 1, 2004, these employees will return to the current Blue Cross / Blue Shield / Major Medical Plan and will be subject to the employee “before tax contribution” as provided in Sections 7.02 and 20.04 respectively.

A temporary enrollment window will open from Sept. 1-30, 2004 for ALL employees desiring to change EITHER health care plan under the same terms and conditions of the current contract language.

3. Employees have the right to opt out of The BlueCare PPO Plan and back into Blue Cross Blue Shield / Major Medical coverage (fully district paid family health insurance) if the PPO Plan proves unsatisfactory to the employees.
4. Employees who desire to change plans may do so only during an annual open enrollment period (September 1 through September 30). The only other time an employee can make a change is if during the year a change in status event occurs including, but not limited to:

Marriage

Birth, adoption, or placement for adoption of a child

Loss of other coverage

Legal separation or annulment

Divorce

Death

Employment or unemployment of the employee’s spouse

Change of the employee or spouse’s job status that affects eligibility for benefits

A court order requiring coverage to be provided for a spouse or dependent(s).

5. Beginning with the 2001-2002 contract year, an employee before tax contribution of \$13.00 per pay for twenty pays (20) of \$10.00 per pay for 26 pays (26) will be deducted under an IRS Section 125 Plan for only those employees continuing the present Blue Cross / Blue Shield / Major Medical plan. There will be no employee contribution for employees who elect and participate in The Pennsylvania Public School Health Care Trust or the BlueCare PPO.

The employee before tax contribution per pay beginning the 2001-2002 school year will be in effect only for the Blue Cross / Blue Shield / Major Medical plan.

6. Beginning in 2007-2008, a \$50.00 per pay period premium share (based on twenty-six [26] pay periods and pro-rated over twenty [20] pay periods), will be in effect for both the Traditional and the BlueCare PPO plans. The total cost of the premium share in the 2007-2008 contract year shall therefore be \$1,300 per full-time bargaining unit member. The premium share will be retroactive to the first pay period of the 2007-2008 contract year, with credit given for retroactive premium payments to the Traditional Plan.
7. The premium share referenced in Part 6. of this subsection shall not apply to half/part-time employees, who currently pay a significant portion of their health care premium.
8. The premium share contribution referenced in subsection 6., above, shall be increased by \$10/pay period (for a total of \$60 per pay period based on twenty-six [26] pay periods and pro-rated over twenty [20] pay periods) for 2011-2012 for a total contribution of \$1560.00 per annum.
9. The premium share contribution shall be increased by an additional \$10/pay period (for a total of \$70 per pay period based on twenty-six [26] pay periods and pro-rated over twenty [20] pay periods) for 2012-2013 for a total contribution of \$1820.00 per annum.
10. No employee contribution for health insurance will exist for any employee who has retired from the district and is participating in a Post Retirement Insurance Continuation plan provided under Article VII Section 7.09 of this Collective Bargaining Agreement, other than that provided by Section 7.09(3).

#### Section 7.02(b) - HEALTH CARE BUY-OUT OPTION

Beginning with the 2008-2009 contract year, employees shall have the right to opt out of the District-offered Health Care Plan in exchange for monetary compensation.

- a. Employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500). Payment shall be made by separate check in two equal installments of One Thousand Two Hundred Fifty Dollars (\$1,250) in September and January of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made.
- b. Half-time employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of One Thousand Two Hundred Fifty Dollars (\$1,250). Payment shall be made by separate check in two equal installments of Six Hundred Twenty-five Dollars (\$625) in September and January of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made.

- c. The current opt-out rate of \$2,500 will be increased, as follows, if the applicable minimum numbers of employees elect the option:

If a minimum of 25 employees elect to opt-out, the rate will increase to a total of \$2,875.

If a minimum of 27 employees elect to opt-out, the rate will increase to a total of \$3,250.

If a minimum of 29 employees elect to opt-out, the rate will increase to a total of \$3,625.

If a minimum of 31 employees elect to opt-out, the rate will increase to a total of \$4,000.

Part-time rates shall be 50% of above full-time rates.

- d. Employees who elect compensation in lieu of health care insurance shall not be required to make premium share payments in those years during which they are receiving such compensation.
- e. Married couples employed by the School District are ineligible for participation in the program; however, their premium share will be reduced to one-half the applicable rate provided for in the Parties' Collective Bargaining Agreement.
- f. Participating employees must notify the School District Business Office annually of their intent to waive the School District's health care plan and to participate in the buy-out program. Notice must be given by ~~May~~ ~~July~~ 31 prior to a September enrollment or by November 30, if enrollment is to commence in January. Newly hired employees shall have thirty [30] days from the first active date of employment to waive the health care plan and elect to participate in the buy-out program. Compensation will be prorated for program enrollment that is less than one year in duration. *Employees who opt out shall be prohibited from re-enrolling that year, except in the event of a "life changing event" as described in Section 7.*
- g. Participating employees have the right to re-enroll in the District-offered Health Care Plan by electing not to "opt out" for the next contract (benefit) year (and subsequently enrolling at the time of open enrollment) or sooner in the event of a "life changing event," which is defined as one or more of the following:
1. Marriage, divorce or legal separation of employee
  2. Death employee's spouse or child(ren)
  3. Birth or adoption of a child(ren) by employee or spouse, change in the number of dependents
  4. Loss (voluntary or involuntary) of job by spouse
  5. Change in employment status from full-time to part-time or vice versa for employee or spouse.
  6. Change in spouse's health insurance coverage, which results in loss of major benefits
  7. Spouse becomes Medicare eligible.
- h. In the event of a "life changing event," as verified or confirmed by the School District, and upon written notification to the School District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately. Employees opting-in due to a life changing event will be required to repay, on a pro-rated basis, any opt-out payments received.

- i. The District shall establish a Section 125 Plan in accordance with established IRS Regulations.
- j. It is agreed that if a statewide health insurance is enacted for public school employees, the buyout will not be triggered.

#### Section 7.02(c) – CHANGES IN HEALTH CARE PLANS

The current health care plans in effect, inclusive of all changes effective July 1, 2011, shall be attached as an Appendix to the Agreement and shall set the baseline benefit level. Should the District become aware of any changes to the health-care benefits plan prior to the start of any succeeding benefit year (July 1 - June 30), the District shall immediately, but no later than May 31, notify the Association of the proposed changes. The Parties agree that any changes, exclusive of improvements to the Plans, shall be bargained within a joint labor-management benefits committee consisting of three members of the Association, three members of the ESP Association and three representatives of the District. In addition to these bargaining committee members, the Parties may elect to have their representatives or counsel present on their behalf. The Parties may come to tentative agreement on any or all proposed changes with 2/3 of each constituent group voting to accept. Tentative agreements on any changes shall be presented to the membership of each party for discussion and ratification. Absent agreement or ratification of changes, the Parties agree to submit any unresolved proposed changes unresolved as of June 15 to expedited binding arbitration, *on a total package basis inclusive of enhancements*, in accordance with §804 of Act 195. The arbitration hearing shall be held and award issued no later than July 31. Should the arbitrator rule in the favor of the Association, implementation of the package shall be made retroactive to July 1 and the District shall “make whole” any unit members for any losses they have incurred. The Association agrees that any changes imposed by the provider of the health insurance plans will not be a basis for a lockout based upon a change in the status quo.

#### Section 7.03. TERM LIFE INSURANCE

The Board will provide Group Term Life Insurance and accidental death and dismemberment policy for all employees in the amount of \$50,000 each.

#### Section 7.04. INCOME PROTECTION

The Board shall provide a Group Income Protection Plan for each professional employee starting the 366th day of sickness or accident; sickness two (2) years; accident five (5) years - amount \$350.00.

The Parties have agreed to reopen this specific provision of the Agreement following the District’s review of potential new policy vendors.

#### Section 7.05. VISION INSURANCE

Vision insurance shall be provided for all members of the professional staff according to the following schedule beginning with the 2001-2002 contract year:

Maximum Amount Eye examination.....	\$50.00 (in any period of 12 months))
Lenses, per pair (in any period of 12 months)	
Single vision.....	\$ 75.00
Bi-focal.....	\$110.00
Tri-focal .....	\$125.00
Lenticular .....	\$100.00
Frames.....	\$ 90.00 (in any period of 24 months)

Contact Lenses, per pair (in any period of 12 months) -if prescribed

- a) where visual acuity is not correctable to 20/70 in better eye except by the use of contact lenses,
- b) as a requirement following cataract surgery, or
- c) when such person is being treated for a condition such as Keratoconus or Anisometropia, and contact lenses are customarily prescribed as part of the treatment \$200.00

-if otherwise prescribed, the above amounts will be applied to contact lenses.

Effective September 1, 2001 these dollar amounts will no longer be "pooled." Dollar amounts will be limited to the amount of each specified service. The processing of all claims will be returned to the district.

#### Section 7.06. DENTAL INSURANCE

The Board shall provide insurance covering dental services as follows: diagnostic, preventive, restorative, oral surgery, endodontic, periodontic, for 100% of the treatment required for all employees.

Within a reasonable period following ratification of the Agreement, the District shall make a family dental option available to employees, with the difference in cost between the family and the employee only rates paid by the employee.

#### Section 7.07. CERTIFICATION FEE

The district will only pay for the Master Equivalency Certificate Fee.

#### Section 7.08. SEVERANCE PAY

1. Severance pay beginning with the 2001-2002 school year will be \$55.00 per day unlimited upon severance with the district.
2. Only sick leave accumulated in the district will be counted.
3. Employees must have taught ten (10) years in the District.

#### Section 7.09. POST RETIREMENT INSURANCE CONTINUATION

1. To the extent permitted by each insurance company or organization involved, the employer shall permit any employee who has retired from the district after 15 years of service, to retain any or all of the insurance coverage herein provided, up to age 65. Such employee shall pay to the employer the required monthly premiums in advance. This benefit shall be nullified should the employee engage in any form of regular employment after retirement.
2. The above provisions will apply to retirements occurring in or after 1978-79. It shall not be considered retroactive.
3. Any employee, having completed 20 years or more of credited service to the Athens Area School District and is at least 55 years of age by the effective date of retirement, shall be afforded full continuing medical insurance coverage at the expense of the district until the employee is eligible for Medicare - to the same extent as is provided by the district to bargaining unit members. Beginning September 1, 2001, retirees who qualify for and receive the PSERS premium assistance may be charged the amount of that assistance (currently \$55 a month changing to \$100 a month, January 2002).

Any employee, having completed 15 years or more of credited service to the Athens Area School District and is at least 50 years of age by the effective date of retirement, shall be afforded continuing medical insurance coverage at a 50% expense of the district until the employee is eligible for Medicare - to the same extent as is provided by the district to bargaining unit members. The remaining 50% expense for full coverage will be the responsibility of the employee.

Any employee, having completed 20 years or more of credited service to the Athens Area School District at any age - upon medical disability, as defined by the PA Public School Employee's Retirement System by the effective date of retirement, shall be afforded continuing medical insurance coverage at a 50% expense of the district until the employee is eligible for Medicare - to the same extent as is provided by the district to bargaining unit members. The remaining 50% expense for full coverage will be the responsibility of the employee.

The above provisions shall take effect beginning September 1, 1989 and will not be considered retroactive.

No employee contribution for health insurance will exist for any employee who has retired from the district and is participating in a Post-Retirement Insurance Continuation Plan provided under Article VII – Section 7.09 of this Collective Bargaining Agreement, other than that provided by Section 7.09(3).

#### Section 7.10. RETIREMENT INCENTIVE

1. Not have taken a sabbatical leave except for medical reasons in the previous fiscal year, or unless given a waiver by the District.
2. Said retirement shall not only be a retirement from the Athens Area School System, but from teaching in the public schools in the Commonwealth of Pennsylvania.
3. Have at least 15 years service with the AASD.

The amount of \$13,000 will be provided to those who retire before or in their first year of normal retirement eligibility. The amount will be reduced by \$1,000.00 for each additional year taught beyond normal retirement to \$6,000.00 after the 7<sup>th</sup> year beyond normal retirement.

4. Normal retirement is defined by the Pennsylvania Public School Employees' Retirement System as follows:
  - a. if you are 62 with one full year of service;
  - b. if you are 60 with 30 or more years of service;
  - c. if you have 35 years of service, regardless of age.
  - d. submit his or her retirement notification to the Board at least one semester prior to the effective date of the retirement.

#### Section 7.11. RETIREMENT BENEFITS FOR BLaST TRANSFEREES

Years of service for BLaST employees for employment outside the District will be added to and made a part of the years of service within the district for retirement purposes.

## **ARTICLE VIII** **PAID LEAVES**

### **Section 8.01. SICK LEAVES**

The number of sick days will be granted according to the School Code - ten (10) days per year cumulative. Up to three (3) sick days per year may be used for family illness.

### **Section 8.02. SICK LEAVE BANK**

The sick leave bank shall be initiated for all eligible employees who have exhausted their personal sick leave. The following regulations and conditions shall apply:

- A. Allocation of Days - Each member will donate one of his/her sick days each year for a minimum of three years in order that he/she may become a member of the bank. If a member leaves the employ of the Athens Schools, his/her contribution remains in the bank.
- B. Late Entry - A new employee, to join the bank after its inception, will donate a minimum of one of his/her sick days per year for a minimum of three years.
- C. The operation of Sick Leave Bank will be administered by the Superintendent and two persons appointed by the AAEA.
- D. Procedures for Withdrawal - Any employee shall become eligible to apply for a withdrawal of days from the Sick Leave Bank after he/she has exhausted all their personal sick leave days. A waiting period of ten (10) days must transpire before Sick Leave Bank days become available.
- E. Written Request - Any employee eligible to apply for withdrawal of days from the Sick Leave Bank shall submit a written request for such withdrawal to a member of the Sick Leave Committee.
- F. Approval - Approval of a request from the Sick Leave Bank will be granted upon an affirmative vote by a majority of the members of the committee. The committee, upon majority vote, may require the opinion of a physician of its choosing in case of frequent requests from the same individual.
- G. Maintenance - Should the Sick Leave Bank become depleted due to withdrawals made, each employee shall contribute another day to the Sick Leave Bank as determined by the Committee.
- H. Where a teacher retires with accumulated sick days for which no compensation is paid up to five days shall be donated to the sick leave bank.
- I. The Association, its members and agents, shall indemnify and save the employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken, or not taken, by Sick Leave Bank Committee.

### **Section 8.03 PAYMENT FOR UNUSED SICK DAYS**

The teacher has the option to receive payment for any unused sick days at the rate of \$60 per day. Payment to be at the conclusion of each school year. The following conditions apply:

1. A maximum of 10 unused sick days, acquired during the current school year, may be sold;
2. Participating teachers must have accumulated no less than 50 sick days prior to the current school year to be eligible for optional payment.

### **Section 8.04. PERSONAL DAYS**

1. Professional employees with bonus days from the predecessor contracts shall have their bonus days converted to personal days.
2. Each professional employee shall be granted three (3) personal days per year. Personal days are cumulative. Except in case of emergency (unforeseen and or unavoidable circumstances) the following conditions apply:

- A. The employee must give a minimum of twenty-four (24) hours notice requesting a personal day;
  - B. Personal days shall not exceed 7% of the total professional staff for any given day;
  - C. No personal days to be taken during the last ten days of the school year;
  - D. The employee not to use more than ten (10) accumulated personal days in a given school year.
3. Upon severance with the District, the employee shall receive compensation for unused personal days at the rate of \$55.00 per day.

#### Section 8.05. RELIGIOUS HOLIDAYS

Any teacher whose religion observes normal religious holidays equivalent to Christmas and New Year's Day will be permitted to be absent from duties to observe such days without loss of any pay or reduction of any other leaves as specified elsewhere in the contract.

#### Section 8.06. BEREAVEMENT LEAVE

1. An employee who suffers a death in his or her immediate family (spouse, child, step-parent, step-child in the same residence) (parent, child, step-parent, step-child not in the same residence) shall be granted, upon notifying the school district, a leave-of-absence up to a maximum of five (5) working days.
2. An employee who suffers a death in his or her family (brother, sister, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home) shall be granted three (3) working days.
3. An employee who suffers a death in his or her family (grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, and sister-in-law) shall be granted two (2) working days.
4. Any employee who suffers a death in his or her family (aunt, uncle, niece, nephew, and first cousin) shall be granted one (1) working day for absence on the day of the funeral.

#### Section 8.07. LEGAL LEAVE

1. When required by law, employees shall perform jury duty without deduction from salary. The employee shall pay over to the district all jury duty compensation earned, except for mileage reimbursement.
2. Any bargaining unit member who is subpoenaed as witness in any Court proceeding solely by reason of his/her position as a professional educator, or who is subpoenaed as a witness by the District in a Court proceeding, or who is subpoenaed as a witness in a suit against the District as a result of or relating directly to the discharge of his/her duties as an employee of the District while acting within the scope of his/her duties - shall suffer no loss in salary during the period of his/her appearance in court, provided that the proceeding has not been initiated by the Employee or the Association. The bargaining unit member shall furnish the District with a copy of the applicable subpoena immediately upon receipt thereof and after answering the subpoena shall furnish the District with a statement from the Clerk of Courts attesting to the period of appearance in Court and shall turn back to the District any witness fees received.

#### Section 8.08. SABBATICAL LEAVE POLICY

The Pennsylvania Public School Code provides for Sabbatical Leaves for professional employees in accordance with the provisions of Sections 1166 through 1171. These provisions shall apply, in addition to the following reasonable regulations:



## FILING

1. Request for Sabbatical Leave shall be filed with the district Superintendent on the form provided, ninety (90) calendar days prior to the date on which the leave is to become effective;
2. Requests for Sabbatical Leave will be approved by the Superintendent of Schools and the Superintendent will notify the Board of School Directors of those in compliance with routine applications;
3. Requests for Sabbatical Leave shall be accompanied by a skeletal plan for the utilization of the leave.

## GENERAL TERMS

1. Professional employees who are on Sabbatical Leave shall receive one-half (50%) of their regular salary;
2. Professional employees on Sabbatical Leave shall have all benefits and insurances continued and paid for by the district as though the employee were in regular full time attendance;
3. Professional employees on Sabbatical Leave shall report in each period any gainful occupation, apart from that related to the activity for which the leave was granted and apart from that which was additional employment at the time of full regular attendance prior to said leave and that which remains at the time of said leave, that has netted more than one-quarter of the regular salary.
4. Upon request of the school director, the applicant shall forward a notarized statement of earnings to the office of the Superintendent upon completion of Sabbatical Leave. Income earned greater than one-quarter of the employee's regular salary – not directly related to the activity for which the leave was granted (see previous paragraph of #3 General Terms) – may be appealed for return upon request of the district.
5. Those professional staff members who have taken the first half of the entitled split leave for travel during the 1994-95 and/or the 1995-96 school years will be eligible to take the second half of the split as entitled under the terms of the previous policy during the 1995-96 or 1996-97 school years. Otherwise, this policy will take effect beginning with the 1996-97 school year.
6. All reports are to be submitted to the Superintendent. Reports for leaves of study and/or travel are to be completed in detail based on information provided on the attached guidelines sheet.
7. Those professional staff members who have taken the first half of the entitled split leave for travel during the 1994-95 and/or the 1995-96 school years will be eligible to take the second half of the split as entitled under the terms of the previous policy during the 1995-96 or 1996-97 school years. Otherwise, this policy will take effect beginning with the 1996-97 school year;
8. This policy will become part of the Collective Bargaining Agreement for bargaining unit members by virtue of the following inserted language; Implementation of sabbatical leaves of absence will continue as the policy directs.

## REASONS FOR LEAVE

A Sabbatical Leave may be taken for the restoration of health, study, travel, or for other purposes at the discretion of the superintendent and/or the local school board.

## LENGTH OF LEAVE

Sabbatical Leaves shall be granted to professional employees for one school term (full school year), one-half school term (one semester), or two one-half terms (two semester) in two consecutive years (24 month period).

\* The beginning or termination of a Leave for Study will be adjusted to coincide with semesters of the college the applicant proposes to attend. For other type leaves, the school district's semesters shall be the controlling date to determine the beginning or termination of a leave.

The beginning or termination of a Leave for Restoration of Health will be a semester, a school term, or its equivalent at the option of the employee.

\* A split sabbatical will only be granted for the restoration of health or for study. A split sabbatical is defined as using two half terms in two consecutive school years. This can be any combination of fall and spring terms (two falls, two springs, or one of each over a 24 month period). A Sabbatical Leave for Travel must be taken in one full school term, or in one-half school term. No split leaves for travel will be allowed.

If applying for a split leave of absence, two separate applications for each semester requesting leave are required.

#### LEAVE FOR THE RESTORATION OF HEALTH

Any professional employee granted a Sabbatical Leave for the purpose of "Restoration of Health" shall:

1. be under the care of a practicing licensed physician;
2. have the application deadline for said leave waived if the required 90 day deadline cannot be met due to medical circumstances only;
3. attach a physician's statement to the application for leave;
4. submit reports signed by the employee's physician on October 1, December 1, March 1, and May 1 (dates as applicable) which define the employee's condition and compares it with previous reports and with the condition of the employee at the time the leave was granted;
5. upon the request of, and at the expense of the School District, submit to a medical examination by a doctor of the School District's choosing.

#### LEAVE FOR STUDY

Any professional employee granted a sabbatical for the purpose of study shall:

1. Submit written reports on October 1, December 1, February 1, and May 1 (dates as applicable) describing the courses taken, research conducted, experiments completed, papers written, contributions to publications made, the nature of the studies pursued, any accomplishments to date, or other educational advancements made. At the conclusion of said leave for study, a comprehensive written report shall be prepared by the employee and submitted to the Office of the Superintendent. The report shall deal with the educational aspects relating to the objectives of the study;
2. Upon completion of formal college or university study, submit a transcript of work taken;
3. Before April 1 if a salary increment in a higher category on the salary schedule is expected in the next fiscal year;

#### LEAVE FOR TRAVEL

Any professional employee granted a sabbatical leave for the purpose of "travel" shall:

1. Report on October 1, December 1, March 1, and May 1 (dates as applicable) a travel itinerary. To be eligible, the employee must plan to travel out of state, in state, or in foreign countries. Reports shall be submitted indicating the locations visited the previous quarter with a statement of the educational advantages and professional improvement gained from such travel. Reports should include a description of the route, places of interest visited, notable persons met, and other interesting facets of travel. At the conclusion of said leave, a comprehensive written report shall be prepared by the employee and submitted to the Office of the Superintendent. This report shall deal with the educational aspects relating to the objectives of the travel.

2. Split Sabbatical Leaves for Travel purposes will not be granted. (See Application for Sabbatical Leave on last page of contract.)

## **ARTICLE IX** **UNPAID LEAVES**

### **Section 9.01 FAMILY MEDICAL LEAVE ACT OF 1993**

Public Law 103-3 allows the employer to limit FMLA unpaid leave. The following conditions that are allowed by law apply:

1. No more than 12 workweeks of FMLA unpaid leave in any 12-month period.
2. The use of accumulated sick leave and/or the sick leave bank is not required for taking a Family Medical Leave (these are two separate issues), however, an employee may elect to utilize paid sick leave concurrently with FMLA leave;
3. Intermittent scheduling of the 12 weeks will be approved only if it is properly documented as being medically necessary for the care of a son, daughter, parent, or spouse of the employee or for a serious health condition of the employee;
4. If an employee's spouse is employed by the same employer, the aggregate number of workweeks for **BOTH** employees is not limited to 12 workweeks for in a 12-month period. Each employee is eligible for up to 12 weeks each of unpaid leave.
5. Upon return to work, the employee will be restored to the same or equivalent position (equivalent benefits, pay, and other terms and conditions of employment). Health and other fringe benefits will continue throughout the leave "at the level and under the conditions coverage would be provided if the employee had continued in the employment continuously."

Section 108 of the law deals with specific rules for school employees. The school district will retain the right to extend FMLA unpaid leave in accordance with Subsection (d) of Section 108, and all other employer discretionary rights allowed in the law.

See Public Law 103-3 Family Medical Leave Act of 1993

### **Section 9.02 CHILD CARE LEAVE**

A leave of absence shall be granted to any teacher for the purpose of child care. Said leave shall commence upon request of the teacher. It is further provided that:

- A. This leave shall be granted for a maximum of up to one calendar year. Extensions will be granted only for unusual circumstances.
- B. The teacher will advance on the salary schedule only if the leave is less than one school year.
- C. Teachers may exercise the option to participate in a pay for insurance and medical programs described in this contract.
- D. A medical certificate issued by a licensed doctor must be presented by the teacher to support a request for the leave.
- E. The teacher will be re-instated to the same or similar position.
- F. In the event of death or miscarriage of the object child of the leave, the leave of absence may be terminated at the request of the teacher. A minimum time of notice will be given to the return of the teacher.

## **ARTICLE X**

### **EDUCATIONAL INCENTIVE PLAN**

#### **Section 10.01.**

The Educational Incentive Plan is devised to reimburse for graduate and under-graduate educational credits received by the professional employee. All credits must be preapproved by the Superintendent. Credits will be considered for approval only if:

1. they are registered graduate and undergraduate credits in the field of professional certification or courses which are of value to the educational program of the Athens Area School District as approved by the Superintendent;
2. they are registered graduate credits required as part of the professional employees advanced degree program in his or her field of certification;
3. a professional employee has been specifically requested or required by the School Board to take additional work.

#### **Section 10.02.**

There will be no reimbursement for credits received while attending a conference or course for which the School Board pays the professional employee's expenses. To be eligible for reimbursement, the professional employee must present to the Administration an official grade report from the college or university granting the credits.

#### **Section 10.03.**

No reimbursement will be granted unless the grade report shows a passing or satisfactory grade.

#### **Section 10.04.**

No reimbursement will be granted until course is complete in all requirements.

#### **Section 10.05.**

The Board pays 100% of pre-approved courses up to a maximum of 9 credits per year for non-permanent certified teachers. Unlimited credits for pre-approved courses per year for permanently certified teachers.

The rate of reimbursement shall be capped at the Pennsylvania State University's Resident-Graduate-Main Campus rate (at the Business, Science, IST, Engineering Rate, if applicable, otherwise, at the "All Other Programs" rate) . However, the superintendent shall retain the discretion to reimburse employees for higher-rate tuition programs at his/her discretion especially, but not limited, in those cases where such courses are not available through Penn State or due to the specialization of the employee's academic area.

Spring semester course reimbursement shall be made upon completion of requirements of 10.01 through 10.04. Teachers electing not to return the following semester shall have the tuition reimbursement deducted from their final payment.

## **ARTICLE XI**

### **TEACHER EVALUATION**

#### **Section 11.01.**

If employees are rated or evaluated, they shall be rated or evaluated as being satisfactory or unsatisfactory.

Section 11.02.

All monitoring or observation of the work performance of a teacher will be conducted openly and with full knowledge of the teacher.

Section 11.03.

A written critique of each observation including specific suggestions for improvement shall be given to the employee within five days following the observation.

Section 11.04.

Employee's evaluations or ratings shall be based solely on the personal observation of the evaluator. Hearsay statements shall be excluded from evaluations.

Section 11.05.

A copy of any report (observation or otherwise) shall be given to the individual teacher at the time it is read and initialed prior to being placed in his personal file. The initialing of a report does not indicate consent, but indicates awareness of the report's contents. Notwithstanding the aforementioned, a teacher must initial these reports.

Section 11.06.

Teachers may inspect their own personnel file by asking in the business office. The inspection will take place in the office. No material shall be removed from the office.

Section 11.07.

Teachers may add a report to their own personnel file as an objection or explanation to anything in the file. This addendum, if added, must be completed within five (5) school days and must be initialed by the observer before placement in the personnel file.

Section 11.08.

The School District will maintain one (1) personnel file per employee, which shall contain all pertinent personnel data. Copies of this information may be made and stored in other files at the discretion of the Administration. The professional employee shall be responsible to enter all changes in credits, salary, and professional status to their personnel record. No personnel file shall be removed from the business office.

## **ARTICLE XII** **EMPLOYEE RIGHTS**

Section 12.01. TEACHING ASSIGNMENTS

All teachers will receive teaching assignments (building, subject, and grade) or a written reason for delay, thirty (30) days in advance of the opening of school.

In the event emergencies arise, schedule changes necessitated will be discussed with the teacher involved at the earliest possible date. Efforts will be made to keep such changes to a minimum.

### Section 12.02. POSTING OF VACANCIES

All professional staff vacancies shall be posted on the faculty bulletin board of all buildings during the school term. The Administration shall prepare the notice and the Athens Area Education Association will post. During the summer months, notice of aforementioned vacancies will be included in each professional staff member's pay envelope.

### Section 12.03. TRANSFERS

1. Employees interested in a vacant position shall notify the Superintendent and the Association in writing.
2. The most senior applying employee of those certified for the position shall be transferred to the position.
3. If no applicants for the posted position are received, the least senior certified professional employee shall be transferred to the position.
4. Seniority Definition - Seniority will be based on total years in the district. In the event of a tie, lots shall be drawn.
5. Suspended employees shall accrue a full year's seniority during suspension if furloughed from a full time position to a half time position. This is only in the event of a furlough.
6. Staff vacancies occurring after the opening of the school term will be processed according to the above provisions in a timely manner. The actual transfer of awarded position(s) will be acted upon with the beginning of the next school term, unless to do so earlier does not disrupt the educational process.

Summer vacancies will be processed and awarded according to the above provisions during the summer months.

### Section 12.04. SUBSTITUTES

Whenever possible, certified teachers will be employed for absent teachers. Suspended (laid off) teachers shall be given preferential consideration to work as substitutes provided they have been certified and are qualified to teach the available course. The rate of pay will be the regular per diem rate for substitutes as established by the School District.

### Section 12.05. TEACHER PROTECTION

The Board and Administration will continue to support all professional employees who use discretion and good professional judgment in actions taken by the teachers while in pursuit of their employment. Any time lost by a teacher in connection with any incident covered by this article shall not be charged against the teacher. No loss of pay or fringe benefits will be suffered. Expenditures by the district in connection with the case will be reimbursed to the district, from any award received, if legal action is taken by the district. If legal action is taken by the individual or a representative of the individual, they shall have the right to recover their expenditures and damages from the award before making reimbursement to the district.

### Section 12.06. LEGAL SUPPORT

1. In case of injury resulting from a job-related physical attack on a professional employee, the Athens Area School District will proceed as follows:
2. Salary will be paid on a normal basis pending court adjudication
3. The District will offer services of a solicitor if such service is judged valid by the school solicitor.
4. The professional employee will refund salary to the Athens Area School District from any court award received.
5. If the adjudication favors the professional employee, the days involved will not be counted against sick leave.

6. The District may accept the written opinion of the employee's physician, but reserves the right to the opinion of a physician of the District's choice.

#### Section 12.07. LUNCH PERIOD

All teachers will have a daily duty-free 30-minute lunch period.

#### Section 12.08. JOB SECURITY

1. Job security will be determined in accordance with Act 97 of 1979.
2. The Athens Area School District will notify the Athens Area Education Association by letter as soon as any professional position becomes available.
3. If a suspended tenured employee accepts a temporary position which exceeds 90 calendar days due to a sabbatical leave, maternity leave or illness, he/she shall receive full benefits and be placed on proper step. The proper step shall be the next step beyond the step which they left when suspended.
4. A suspended tenured employee who fills a temporary position which is less than 90 calendar days will be considered as a day-to-day substitute.

#### Section 12.09. ATTENDANCE

The Board agrees the Administration will run the summary attendance figures at the 60, 120, and 180 days in the principal's office. It shall be the duty of the teacher to keep the daily attendance register using the prescribed code.

#### Section 12.10. GRADES

In so far as the Board delegates to the teacher the primary responsibility for determining the grades of students, no grade change shall be made without teacher notification. If a building principal should exercise his/her legal right (according to PA School Code) in changing a grade, he/she must signature the permanent record acknowledging his/her role in the grade change difference.

#### Section 12.11 CHILDREN OF NON-RESIDENT TEACHERS

Effective with the beginning of the 2002-2003 school year, children of professional employees who are not residents of the district shall be permitted, on application, and at the sole discretion of the district, to attend school in the Athens Area School District, as assigned by the Administration, tuition free, provided space is available. The District shall have no obligation to transport these students.

### **ARTICLE XIII** **GRIEVANCE PROCEDURES**

#### Section 13.01.

It is in the interest of the general public and in the interest of the school children that both the employer and the employee serve, that grievances be reconciled and disposed of as expeditiously as possible.

#### Section 13.02.

The parties agree that the grievance procedure shall be resolved in accordance with the grievance procedure attached hereto and made part of this Agreement.

Section 13.03.

All decisions in the grievance procedure shall be in writing on the forms provided, and shall be submitted promptly to the grievant, administration, and association. If additional space is needed beyond that provided by the grievance forms, the reverse side of the form or additional sheets may be used. Said use shall be noted on the grievance form.

Section 13.04.

All meetings and hearings under this procedure shall not be conducted in public, provided these procedures do not violate the Sunshine Law, and shall include only such parties in interest and their designated or selected representative.

Section 13.05.

It is agreed that all notices, documents, instruments and other printed or written records pertaining to the Grievance Procedure or used in the Grievance Procedure shall be filed in a separate grievance file.

Section 13.06.

The number of days 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 by mutual agreement in writing.

Section 13.07.

The parties to the Agreement agree that an orderly and expeditious resolution of grievance shall provide for a four (4) step process which is described in the following paragraphs and the table attached thereto.

STEP I

Person or persons, or Association initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, to the first level supervisor within twenty (20) working days after its occurrence.

The first level supervisor shall reply to the grievance within five (5) working days after initial presentation of the grievance. The first level supervisors are:

- a. Elementary Principal,
- b. SRU Middle School Principal,
- c. H. Rowe Junior High Principal, and
- d. Athens Area High School Principal.

STEP II

If the action in Step I above fails to resolve the grievance to the satisfaction of the grievant, the grievance shall be referred to the Superintendent in writing within five (5) working days. Superintendent shall reply to the grievance within five (5) working days unless absent.

STEP III

If action in Step II above fails to resolve the grievance to the satisfaction of the grievant, the grievant shall be referred in writing to the Board of Education within five (5) working days.

The Board shall consider the grievance within thirty (30) calendar days of the referral. The Board shall reply in writing within seven (7) calendar days following the hearing.



#### STEP IV

If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred to binding arbitration by the Association as provided in section 903 or the Act.

The arbitration shall be carried on by a three-party team unless the parties mutually agree to a single arbitrator instead of a three-party team.

1. Representative of Athens Area School District,
2. Representative of Athens Area Education Association,
3. A professional arbitrator.

#### Section 13.08.

Attached hereto are samples of the Grievance Forms which the parties agree they shall use in the Grievance Procedure, and shall be used with the same limits as designated on the respective forms.

#### Section 13.09.

Full size forms shall be supplied to Association Grievance Chairperson who in turn will distribute to each building.

COMPLAINT BY THE AGGRIEVED

Date of Formal Presentation\_\_\_\_\_

Aggrieved Person \_\_\_\_\_

Home Address of Aggrieved Person

\_\_\_\_\_

School\_\_\_\_\_ Principal\_\_\_\_\_

Subject Area or Grade \_\_\_\_\_

Name of Association's School Representative\_\_\_\_\_

Statement of Grievance and Date of Occurrence:

Action Requested:

\_\_\_\_\_  
Signature of Aggrieved

This and other forms for grievance adjustment should be completed in triplicate; one copy to be kept by the aggrieved individual, one provided to the Association Grievance Committee, and one sent to the appropriate Administrator.

## STEP I

(To be completed by Principal or other appropriate Administrator within five (5) working days of formal grievance presentation).

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Decision of Principal or other Administrator and reasons therefore:

Date of Decision \_\_\_\_\_

Signature

Elementary Principal

SRU Middle School Principal

H. Rowe Junior High Principal

Athens Area High School Principal

Aggrieved Person's Response: (To be completed within five (5) working days of receipt of decision).

\_\_\_\_\_ I accept the above decision of Principal or other Administrator.

\_\_\_\_\_ I hereby refer the grievance to the office of the Superintendent.

\_\_\_\_\_ Response written on back and additional pages.

\_\_\_\_\_ Total number of written pages in response.

\_\_\_\_\_  
Date of Response or Appeal

\_\_\_\_\_  
Signature of Aggrieved

## STEP II

(To be completed by Superintendent of Schools within five (5) working days unless absent).

Aggrieved Person \_\_\_\_\_

Date of Formal Grievance Presentation \_\_\_\_\_

Date Appeal Received by Superintendent \_\_\_\_\_

Date hearing held by Superintendent \_\_\_\_\_

Decision of Superintendent and reasons therefore:

Date of Decision \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent

Aggrieved Person's Response: (To be completed within five (5) working days following receipt of Superintendent decision).

\_\_\_\_\_ I accept the above decision of the Superintendent of Schools.

\_\_\_\_\_ I hereby appeal to the Board of Education for a review of this grievance.

\_\_\_\_\_ Response written on back and additional pages.

\_\_\_\_\_ Total number of written pages in response.

\_\_\_\_\_  
Date of Response or Appeal

\_\_\_\_\_  
Signature of Aggrieved

## STEP III

(To be completed by President of the Board of Education within (7) calendar days after Board hearing with aggrieved; Board hearing to be held within thirty (30) calendar days of receipt of appeal, five (5) working day unless absent).

Aggrieved Person _____	Date of formal Grievance Presentation _____
---------------------------	---

Date Appeal Received by Board of Education _____	Date hearing held by Board of Education _____
---	--

Decision of Board of Education and reasons therefore:

Date of Decision _____	_____ Signature of Board President
------------------------	---------------------------------------

Aggrieved Person's Response: (To be completed by aggrieved within ten (10) working days of receipt of decision).

\_\_\_\_\_ I accept the above decision of the Board of Education.

\_\_\_\_\_ I hereby request that the grievance be submitted to arbitration.

\_\_\_\_\_ Response written on back and additional pages.

\_\_\_\_\_ Total number of written pages in response.

_____ Date of Response or Appeal	_____ Signature of Aggrieved
-------------------------------------	---------------------------------

## STEP IV

(To be completed by Association President and Grievance Committee within ten (10) days of receipt of request from aggrieved that grievance be submitted to arbitration).

Date of formal Grievance Presentation \_\_\_\_\_

Aggrieved Person \_\_\_\_\_

Association  
President \_\_\_\_\_

Date request received  
for arbitration \_\_\_\_\_

Determination by Association

\_\_\_\_\_The Association, through its designated bodies, has determined that this grievance is not meritorious and/or that submitting it to arbitration is not in the best interests of the school system.

\_\_\_\_\_The Association, through its designated bodies, has determined that this grievance is meritorious and that submitting it to arbitration is in the best interests of the school system. The grievance, therefore, is hereby submitted to arbitration by the Association.

\_\_\_\_\_Response written on back and additional pages.

\_\_\_\_\_Total number of written pages in response.

Date of  
Determination \_\_\_\_\_

\_\_\_\_\_  
Signature of Association President

\_\_\_\_\_  
Signature of Grievance Committee Chairman

Determination of Arbitrator:

(To be completed by President of Board of Education and Aggrieved or representative within (10) days of submission to Board of determination to submit grievance to arbitration).

The parties have agreed upon and selected \_\_\_\_\_ ad the arbitrator to whom the appended grievance is hereby submitted.

\_\_\_\_\_  
Signature of Board President

\_\_\_\_\_  
Signature of Aggrieved or Representative

## **ARTICLE XIV**

### **MISCELLANEOUS PROVISIONS**

#### **Section 14.01. STRIKE - NO LOCK-OUT**

1. Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Laws, Act 195 and Act 88.
2. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining agent pledges that the members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement.

#### **Section 14.02. WAIVERS**

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement. This section does not invalidate the right of negotiation for future contracts under provisions of Act 195 and Act 88.

#### **Section 14.03. MODIFICATION**

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

#### **Section 14.04. MAINTENANCE OF MEMBERSHIP**

The employer agrees that all employees who are presently members of the Bargaining Agent shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195: "All employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen days prior to the expiration of any such agreement."

#### **Section 14.05. SEPARABILITY**

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

#### **Section 14.06. STATUTORY SAVINGS CLAUSE**

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as may ensue under the Public School Code of 1949 as amended, the Public Employee Relations Act, Act 195, Act 88, or other applicable laws and regulations.

#### **Section 14.07. PRINTING AGREEMENT**

Copies of the signed Agreement shall be duplicated at the expense of the Employer. The Agreement shall be presented to all professional employees now employed and hereafter employed by the Employer.

The Employer shall make available a copy of the Agreement for examination of all persons considered for employment by the Employer.

The Employer shall furnish the bargaining agent with 30 additional copies for its own use. The Board will pay the cost to print the contract in booklet form.

#### **Section 14.08. MILEAGE**



1. The rate of approved mileage for persons covered in this contract shall be the IRS rate beginning with 1992-1993 throughout the life of the contract. Should any regular employee in the district be reimbursed at a greater rate than stipulated, this new rate will be applicable to this contract from date of rate change approval. This applies only to conventional cars. Other vehicles may be used at option of the driver and no additional reimbursement will be granted. If larger vehicles (example: Vans) are used at the request of the Administration, additional mileage may be paid without affecting the contractual rate.
2. Employee must furnish itemized account of daily mileage driven, stating destination.
3. Reimbursement will be made after the next school board meeting.
4. No mileage is paid for a teacher from home to office or building where they start work. Mileage is paid when, due to assignment, a teacher must move from school to school within same day.

#### Section 14.09. PROFESSIONAL CONFERENCES

1. The School District will pay the expenses of professional employee attending professional conferences during the school year or summer. Summer expenses will not be paid unless employee returns to the Athens Area System the following term. Conferences occurring on school time many times must be limited as to number who may attend. Where such limitations occur, person or persons not granted permission to attend will be given priority the following year. The limiting factor on attending conferences will be budgetary.
2. When four (4) or less persons attend a conference, the district will pay mileage for one vehicle unless the Administration in its discretion authorizes the reimbursement for an additional vehicle as the situation warrants. For the largely attended conferences in the local area, the district will provide district bus transportation. (Example: Book Exhibit).
3. The professional person attending such conferences must have approval of the Administration and/or School Board prior to attendance if expenses and salary are to be paid, and at the discretion of the Administration, shall furnish a resume of the conference.
4. Employee may be advanced a sum equal to mileage (as established in this contract) plus \$40.00 per day expense money plus registration fee.

#### Section 14.10. CLASSROOM VISITATION POLICY

When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an individualized education program, the scheduling of such visitations shall be through the school building principal and with the knowledge of the affected employee.

#### Section 14.11. IEP'S

The school district will provide released time and consultant services to develop and implement IEP's. Every reasonable effort will be made to develop the necessary IEP's and consultation within the school day. In the event such completion is not possible, compensation at the professional duty rate (Sect.6.03) will be provided for time required beyond the school day. The plans and arrangements for the time and consultants shall be arranged and approved only by the Superintendent of Schools or his/her designee.

**Section 14.12. ILLNESS OR DISABILITY LEAVE**

An employee who is unable to work because of personal illness or disability and has exhausted all accrued sick leave bank benefits, shall be granted a leave of absence without pay for up to one year. The employee shall have the opportunity to return to the same, former, or a comparable position. During the leave period, insurance benefits will continue to be paid by the Board. The Superintendent shall have the authority to request a specific doctor of choice to review the case.

**ARTICLE XV**  
**CONTRACT DOCUMENTATION**

**Section 15.01. PURPOSE AND ENFORCEMENT**

The purpose of this contract is to eliminate misunderstanding between the Athens Area School District and its employees. The Athens Area School District and its representatives and the Athens Area Education Association and its representatives will observe the provisions of this contract and will not willfully violate any portion. Each party agrees that this contract was made in good faith.

**Section 15.02. TERM OF AGREEMENT**

The Term of Agreement shall be from September 1, 2010, to and including August 31, 2013, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

**Section 15.03. EFFECTIVE DATE AND SIGNATURE**

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of November 2010, and is made retroactive to the beginning of the 2010-2011 school year, by and between the Athens Area School District and the Athens Area Education Association.

Athens Area Education Association

Employee Representative

By: \_\_\_\_\_

Jeannine Duncan - President

Athens Area School Board

Public Employer Representative

By: \_\_\_\_\_

Karen Brennan - Board President

## MEMORANDUM OF UNDERSTANDING

1. Attendance Duty: If additional payment beyond the regular salary is to be granted for attendance duty performed by Service Personnel, the duty is to be returned to AAEEA Collective Bargaining Agreement.
2. Premium Share/Part Time Employees: No additional employee contribution for health insurance will exist for any active employee hired on a part-time temporary or permanent basis, as currently exists, these part-time employees contribute half the cost of fringe benefits including but not limited to health insurance for ½ time employment. Therefore, no additional employee contribution for fringe benefits is necessary. This standard practice will be followed throughout the life of this contract.
3. 403(b) Tax Shelter: Effective June 1, 2005, professional employees who retire under the Pennsylvania School Employees Retirement System and are eligible for certain contract benefit payments shall have those monies deposited by the District into a 403(b) tax sheltered account established by the employee. Failure to establish a 403(b) account in the year of or before the year of retirement shall result in the employee forfeiting the benefit(s).

NOTE: Employees who are retiring effective at the end of the 2004-05 school year will be given the opportunity to open 403(b) accounts in the event that none currently exists. However, 403(b) tax sheltered accounts for these 14 retirees must be opened by August 31, 2005.

The monies to be deposited into the individual's 403(b) tax sheltered account shall be the amounts for which the employee is eligible from the following: Retirement Incentive (Section 7.10), Severance Pay (Section 7.08) and Personal Days (8.03). The cumulative amounts shall be the District's contribution and no cash option will be available.

Benefits will be paid in two equal deposits during two successive fiscal years. Deposit #1 will be paid on July 1 of the fiscal year following retirement/last date of service. Deposit #2 will be paid on July 1 of the subsequent fiscal year.

Example: Retirement/last date of service – effective on or before June 30, 2005:

Deposit/payment #1 (50% will be paid July 1, 2006)

Deposit/payment #2 (50% will be paid July 1, 2007)

NOTE: There will be no deposit paid during fiscal year beginning July 1, 2005 through June 30, 2006. Deposits will begin July 1, 2006 (for fiscal year – 2006-07) and continue for each subsequent fiscal year thereafter.

Exception to the two year payout plan is only on a demonstrated need basis approved by the Superintendent of Schools on a case by case basis whereupon the full amount, up to the IRS limits, will be deposited on the July 1 immediately following the retirement. Any excess contributions will be made on the subsequent July 1.

All contributions are limited to the employee's IRS limits for each tax/calendar year. If there are excessive contributions, those contributions will be made in the subsequent year.

The design of this agreement is intended to provide significant tax savings to the District and to the individuals by depositing these amounts directly into 403(b) accounts while permitting the individuals to exercise investment control over the accounts until they elect to withdraw amounts from the accounts.

In case of death prior to the full amount being deposited into an individual's 403(b) account, the benefit shall be payable to the individual's beneficiary of record. A beneficiary card specifically for this purpose must be on file in the district office.

This Memorandum of Agreement shall be incorporated into and become a term and provision of the current Collective Bargaining Agreement and therefore shall be given the full force and effect of all other terms and conditions set forth in the Collective Bargaining Agreement.

4. Literacy Coach - Intended to be legally bound, the Athens Area School District, hereinafter District, and the Athens Area Education Association, PSEA-NEA, hereinafter Association, hereby agree as follows:

The District shall establish a new employee position entitled LITERACY COACH position. The assignment will begin during the 2007-2008 school year and continue thereafter as a permanent half time position. As assigned, the Elementary ESL and Literacy Coach position is now a full time permanent position.

During the period in which the employee serves as LITERACY COACH, the employee shall do so in the capacity of a full-time professional employee and as such, shall continue to accrue and enjoy all statutory and contractual benefits and perquisites of employment.

The District and the Association mutually agree that the LITERACY COACH position is appropriate for inclusion in the teacher bargaining unit. Accordingly, the parties will jointly petition the Pennsylvania Labor Relations Board, in the nature of a Unit Clarification, to have the LITERACY COACH position added to the Certificate of Representative, as issued to the Association on November 16, 1970 and docketed to Case No. PERA-R-83-W. [See Inset Job Description]

5. Technology Integration Coach - Intending to be legally bound, the Athens Area School District, hereinafter District, and the Athens Area Education Association, PSEA-NEA, hereinafter Association, hereby agree as follows:

The District shall establish a new employee position titled TECHNOLOGY INTEGRATION COACH, with funding from a "Classroom for the Future" program grant. The position will be in effect for the 2007-2008 and 2008-2009 school years only, unless the grant is continued and the parties agree to extend the term.

Duties and responsibilities of the TECHNOLOGY INTEGRATION COACH position shall be fully and completely set forth in a Position description document and attached to this Memorandum.

The District will assign a full time teacher to the TECHNOLOGY INTEGRATION COACH position. The assignment will be for 2007-2008 and 2008-2009 school years only and shall be added to the regular full-time teaching assignment.

The teacher shall be released from all non-teaching duty assignments such as, but not limited to, study hall, lunch duty, bus duty, cafeteria duty and such other non-teaching duties that may otherwise be assigned.

The duties of the TECHNOLOGY INTEGRATION COACH are to be performed during the periods of released duty time.

During the period in which the teacher serves as TECHNOLOGY INTEGRATION COACH, he/she shall do so in the capacity of a full-time professional employee and, as such, shall continue to accrue and enjoy all statutory and contractual benefits and perquisites of employment. The teacher will resume a regular teaching assignment and non-classroom duty assignments effective with the start of the 2009-2010 school year.

The District and the Association mutually agree that the TECHNOLOGY INTEGRATION COACH position is appropriate for inclusion in the teacher bargaining unit. Accordingly, the parties will jointly petition the Pennsylvania Labor Relations Board, in the nature of a Unit Clarification, to have the TECHNOLOGY INTEGRATION COACH position added to the Certificate of Representative, as issued to the Association on November 16, 1970 and docketed to Case No. PERA-R-83-W. [See Inset Job Description]

### APPLICATION FOR SABBATICAL LEAVE

NAME OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT/ BUILDING \_\_\_\_\_

TOTAL YEARS OF TEACHING \_\_\_\_\_

NUMBER OF SUCCESSIVE YEARS IN ATHENS AREA SCHOOLS \_\_\_\_\_

PREVIOUS SABBATICAL LEAVES TAKEN: \_\_\_\_\_  
(Specify Date/Year)

### REASON FOR REQUESTING SABBATICAL LEAVE

1. Study – Specify: \_\_\_\_\_

2. Travel – Specify: \_\_\_\_\_

3. Health of Applicant – Statement of reasons for applying in applicant's words:

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

Name of Physician recommending leave \_\_\_\_\_ M.D.

Address \_\_\_\_\_

Attach complete physician's statement.

1. Answer the following questions:

a. I have full intentions to return to my former position at the end of this Sabbatical leave.  
Yes \_\_\_\_\_ No \_\_\_\_\_

b. I have read the Sabbatical Leave policy and have no questions about its full implication and meaning.  
Yes \_\_\_\_\_ No \_\_\_\_\_

2. It is my understanding this leave is Sabbatical in nature and shall be in force for one year  
( ) 1st semester ( ) 2nd semester of the \_\_\_\_\_ school year (specify school year).

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