## INDEX BY ARTICLE

<table>
<thead>
<tr>
<th>ARTICLE</th>
<th>SUBJECT</th>
<th>PAGE(S)</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td>Agreement</td>
<td>3</td>
</tr>
<tr>
<td>II</td>
<td>Recognition</td>
<td>3</td>
</tr>
<tr>
<td>III</td>
<td>Definitions</td>
<td>3</td>
</tr>
<tr>
<td>IV</td>
<td>School District Rights</td>
<td>4</td>
</tr>
<tr>
<td>V</td>
<td>Association Rights</td>
<td>4</td>
</tr>
<tr>
<td>VI</td>
<td>Non-discrimination</td>
<td>5</td>
</tr>
<tr>
<td>VII</td>
<td>Strikes/Lockouts</td>
<td>5</td>
</tr>
<tr>
<td>VIII</td>
<td>Deductions</td>
<td>5-6</td>
</tr>
<tr>
<td>IX</td>
<td>Facilities</td>
<td>7</td>
</tr>
<tr>
<td>X</td>
<td>Leaves</td>
<td>8-9</td>
</tr>
<tr>
<td>XI</td>
<td>Vacations</td>
<td>10-11</td>
</tr>
<tr>
<td>XII</td>
<td>Holidays</td>
<td>11-12</td>
</tr>
<tr>
<td>XIII</td>
<td>Probationary Employees</td>
<td>12</td>
</tr>
<tr>
<td>XIV</td>
<td>Postings/Transfers</td>
<td>12-13</td>
</tr>
<tr>
<td>XV</td>
<td>Wages, increases</td>
<td>14</td>
</tr>
<tr>
<td>XVI</td>
<td>Work Schedules</td>
<td>15-16</td>
</tr>
<tr>
<td>IX</td>
<td>Exceptions</td>
<td>17-18</td>
</tr>
<tr>
<td></td>
<td>Overtime</td>
<td>17-18</td>
</tr>
<tr>
<td>XVII</td>
<td>Layoff/Bumping/Recall</td>
<td>19-20</td>
</tr>
<tr>
<td>XVIII</td>
<td>Seniority</td>
<td>19</td>
</tr>
<tr>
<td>XIX</td>
<td>Residency</td>
<td>20</td>
</tr>
<tr>
<td>XX</td>
<td>Fringe Benefits</td>
<td>20-27</td>
</tr>
<tr>
<td></td>
<td>Death in the Family</td>
<td>20</td>
</tr>
<tr>
<td></td>
<td>Sick Leave</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>Health Insurance</td>
<td>21-24</td>
</tr>
<tr>
<td></td>
<td>Personal Days</td>
<td>24</td>
</tr>
<tr>
<td></td>
<td>Vision Insurance</td>
<td>25</td>
</tr>
<tr>
<td></td>
<td>Mileage</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Life Insurance</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Terminal Pay, Retirement Incentive</td>
<td>26</td>
</tr>
<tr>
<td></td>
<td>Post-Retirement Insurance Cont.</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Physicals</td>
<td>27</td>
</tr>
<tr>
<td></td>
<td>Dental Insurance, Income Protection, Courses</td>
<td>28</td>
</tr>
<tr>
<td>XXI</td>
<td>Personnel Files</td>
<td>29</td>
</tr>
<tr>
<td>XXII</td>
<td>Confidentiality</td>
<td>29</td>
</tr>
<tr>
<td>XXIII</td>
<td>Health and Safety</td>
<td>29</td>
</tr>
<tr>
<td>XXIV</td>
<td>Equipment</td>
<td>29</td>
</tr>
<tr>
<td>XXV</td>
<td>Meetings/Hearings</td>
<td>30</td>
</tr>
<tr>
<td>XXVI</td>
<td>Fire/Ambulance Duty</td>
<td>30</td>
</tr>
<tr>
<td>XXVII</td>
<td>Jury/Courtroom Duty</td>
<td>30</td>
</tr>
<tr>
<td>XXVIII</td>
<td>Grievance Procedures</td>
<td>31-35</td>
</tr>
<tr>
<td>XXIX</td>
<td>Miscellaneous</td>
<td>36-37</td>
</tr>
</tbody>
</table>

Memorandum of Understanding 38

Attachments

Employee Schedule Reference Data Sheet

EA FMLA Provision

July 1, 2010 Health Insurance Plan with 7/1/10 Agreed Changes
ARTICLE I
AGREEMENT

Section 1.01
This Agreement by and between the Athens Area School District, hereinafter referred to as the "Employer" and the Athens Area Educational Support Professional Association, ESPA/PSEA/NEA, hereinafter referred to as the "Association".

ARTICLE II
RECOGNITION

Section 2.01
The Employer recognizes the Athens Area Educational Support Professional Association, ESPA/PSEA/NEA, as the sole and exclusive bargaining agent for the purpose of negotiating wages, hours, and working conditions of employment for all employees covered by this Agreement.

Section 2.02
Employees shall be those persons described in the Pennsylvania Labor Relations certification case # PERA-R-11,555C.

ARTICLE III
DEFINITIONS

Section 3.01
The words "Employer", "District", or "Board" as used in this Agreement shall mean the Athens Area School District.

Section 3.02
The word "Association" as used in this Agreement shall mean the Athens Area Educational Support Professional Association, ESPA/PSEA/NEA (a/k/a "The Athens Area Educational Support Personnel Association" and the "The Athens Area School Service Personnel Association, PSSPA/PSEA").

Section 3.03
The word "Employee" as used in this Agreement shall mean those secretarial employees, cafeteria employees, maintenance employees, store room clerk, courier, custodial employees and aides as certified by the P.L.R.B. in Case # PERA-R-11,555C.

Section 3.04
Bradford County Action employees are not included as "Employees" of this Agreement.

Section 3.05
Tax Office employees are not included as "Employees" of this agreement.
ARTICLE IV
SCHOOL DISTRICT RIGHTS
JUST CAUSE

Section 4.01
It is understood and agreed that the school district has the exclusive right to hire, promote, and classify employees. It is further understood that the school district has the exclusive right to demote, suspend, discipline and discharge employees for just cause.

MANAGERIAL POLICY

Section 4.02
Matters of managerial policy are reserved exclusively to the school district except as modified by the terms of this Agreement. These include, but shall not be limited to the right of the school district, 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 the selection and direction of personnel.

RIGHTS WITH EXCEPTION

Section 4.03
The school district has, retains, and shall possess and exercise all rights and functions, powers, privileges and authority that the school district 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 school district 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.

Section 4.04
The school district shall have the right to make, alter, and 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 V
ASSOCIATION RIGHTS

Section 5.01
The school district agrees to furnish to the Association in response to reasonable requests from time to time all available information that is required by law. The Association shall not be denied information, which will assist them in developing accurate, informed, and constructive programs on behalf of the employees, or information, which may be necessary for the Association to process a grievance or complaint. The District shall notify the Association within 24 hours of any Right To Know request received.

The Board agrees during the term of this agreement that it will not engage an independent
subcontractor to do the work being performed by employees in the bargaining unit. This language shall expire on August 30, 2020.

ARTICLE VI
NON-DISCRIMINATION

Section 6.01
The Employer and the Association agree that they will not discriminate against any employee on the basis of race, creed, color, national origin, sex, age, marital status, religious beliefs, political activities, or participation or lack of participation in the affairs of the Association for the term of this Agreement.

Section 6.02
The use of the masculine pronoun wherever found shall include both male and female persons.

ARTICLE VII
STRIKES AND LOCKOUTS

Section 7.01
During the term of this Agreement, the Association will not cause or sanction either directly or indirectly through any agent, any strikes, slowdowns, or stoppages of work. The Employer agrees that it will not cause or sanction, either directly or indirectly through any agents, any lockouts.

ARTICLE VIII
DUES DEDUCTION

Section 8.01
The Employer agrees to deduct the Association biweekly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Employer by the Association, and the aggregate deductions of all employees shall be remitted together with an itemized statement to the Association on each Monday following the payday, after such deductions are made. The authorization for such deductions shall be irrevocable during the term of this Agreement, except as otherwise provided in Section 29.03. When revoked by the employee, in accordance with maintenance of membership, the Employer shall halt the check off of dues effective the first full pay period following the expiration of the agreement. Notification of this action will be given to the Association by the Employer prior to the action.

HOLD HARMLESS CLAUSE

Section 8.02
The Association 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 reasons of action taken or not taken by the Employer in the implementation of any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of such provisions.
PAYROLL DEDUCTION AUTHORIZATION CARD

Section 8.03

This is to authorize a deduction from my pay for dues to the Athens Area Educational Support Professional Association in the amount of ________ on each authorized payday. This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

Authorization __________________________________________

Signature of Employee ________________________________________

Witness ______________________________________

Signature of Authorized Association Officer ________________________

TAX SHELTERED ANNUITY DEDUCTION

Section 8.04

Tax sheltered annuity deductions shall be available as an option for all employees through payroll deductions. The election of the carrier will be made by the employee from any of the five (5) existing carriers or any new carrier which ten (10) or more employees wish to add.

CREDIT UNION DEDUCTIONS

Section 8.05

The Employer agrees to deduct biweekly authorized payments to the Ingersoll Rand Federal Credit Union. Notification will be given to the Employer by an authorized Credit Union Official with signed permission from the employee. All employees will be required to establish a direct deposit account by December 31, 2013.

FAIR SHARE DEDUCTION

Section 8.06

Each non-member of the Association in the bargaining unit class represented by the Association shall be required to pay a “fair share fee” to the Association as required by Act 84 of 1988.

The District and the Association agree to comply with all provisions of said law, which include payroll deductions.

If any legal action is brought against the School District as a result of any action the School District has agreed to perform pursuant to this article, the Association agrees to provide for the defense of the School District at the Association’s expense through Association legal counsel. The School District agrees to give the Association immediate notice of any such legal action brought against it. Both the School District and the Association agree to cooperate fully in the defense of any and all legal actions.

The Association agrees to indemnify and save the School District, School Board Members and including each individual school board member, harmless against any and all claims that may arise out of or by reason of action by the School Board for the purpose of complying with this section.
ARTICLE IX
FACILITIES - USE OF SCHOOL BUILDINGS

Section 9.01
The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings subject to the following conditions:

A. The Building Principal needs to be informed of such meetings.

B. If the meeting is to be held on Sunday, prior approval of the School Board is required. However, no reasonable request shall be denied.

C. If people are excused from work for meetings, they must return to work to perform their duties.

D. Custodians will not be allowed to leave their building if an event is being held in said building.

E. The Officer(s) of the Association will complete and comply with the Board approved Facility Use Procedure.

USE OF SCHOOL EQUIPMENT

Section 9.02
An officer of the Association, when authorized by the Superintendent or his designee, may have the right to use school facilities and equipment, including typewriters, personal computers, duplicating equipment, copy machines, calculating machines, and all types of audio-visual equipment at reasonable times for conducting Association business, when such equipment is not otherwise in use or scheduled to be used. The Association is responsible for any and all equipment, which they use under this Agreement.

USE OF SUPPLIES

Section 9.03
The Association may purchase necessary supplies from the School District at cost. Any request for such purchase will be accommodated providing said supplies are not in short supply.

INTER-SCHOOL MAIL & MAILBOXES

Section 9.04
The Association shall have the right to use the inter-school mail facilities and school mailboxes as it has in the past with the approval of the Building Principal.

POSTING OF MATERIALS

Section 9.05
The Association and its members agree not to post any material which is detrimental to the labor management relation of the district. Copies of all materials shall be signed by an officer of the Association.
AAESPA COLLECTIVE BARGAINING AGREEMENT

and a copy supplied to the Building Principal. The Employer will supply space in area(s)/means that are readily accessible to employees near the time clocks in each building for posting of such materials.

ARTICLE X
ASSOCIATION DAYS

Section 10.01
The Board shall grant fifteen (15) person days for Association use. Additionally, there shall be two (2) days for state and/or region officer use. The Association will pay the salary of the substitute. The Association will notify the Employer twenty-four (24) hours in advance as to which employees desire such leaves and the days and dates involved.

There will be no Association business conducted during assigned work hours.

ATTENDANCE AT MEETINGS, CONFERENCES AND CONVENTIONS

Section 10.02
When a member of the bargaining unit attends a meeting, conference or convention at the request or the approval of the Employer, the employee will be reimbursed for the cost of registration fees, meals and lodging, actually and necessarily incurred, while in attendance at such meetings, together with actual costs of common carrier transportation or mileage costs for use of a privately owned vehicle. Such employee will be paid his normal rate of pay for any day they are in such attendance or in transit.

Employees attending the same conference will be required to carpool and take the District van from the school district. The work day may be modified to accommodate the schedule of said conference. Any such modification will not result in a longer work day without compensation. The District reserves the right to develop a travel policy to mirror or replicate the terms used by the Commonwealth of PA.

ASSOCIATION LEAVE

Section 10.03
The Employer agrees to grant a leave of absence without pay for a period not to exceed one (1) year to any employee elected or appointed to a full-time position with the ESPA/PSEA/NEA. The employee may exercise the option to participate in and pay for insurance and medical programs as described in this Agreement.

MILITARY LEAVES OF ABSENCE

Section 10.04
A military leave of absence shall be granted to any employee who shall be inducted or shall enlist for military duty in any branch of the Armed Forces of the United States. Upon return from such leave, the employee shall be placed at the same position on the salary and benefit schedule as he would have been had he been employed in the district during such period. Provided, however, that the employee is inducted or enlists for a period of not more than five (5) years of voluntary service and provided that he notifies the district of his intent to return within ninety (90) days of his discharge.
TEMPORARY MILITARY SERVICE

Section 10.05
A. When employees are required to lose time from their normal duty for weekly or monthly meetings of the United States Reserves or the State National Guard, they will be allowed to fulfill their duties and normal complement of work hours for that week. Such employees will meet with the Superintendent or his designee to arrange appropriate schedules.

B. Employees called for summer camp (2) weeks or activated for emergency duty will be granted unpaid leaves of absence.

MATERNITY LEAVE

Section 10.06
Maternity leave consistent with Federal and State requirements shall be granted to pregnant female employees in accordance with any temporary disability provisions of this Agreement. Such leave shall commence upon the written recommendation of the attending physician and shall extend until she is released by the physician to return to work. During this maternity leave, seniority and all other rights and benefits of the employee shall not be in effect but shall continue to accrue as with any other temporary disability. The Employee may exercise the option to participate in and pay for insurance and medical programs as described in this Agreement. (See also Section 20.18 and Family Medical Leave Act Attachment.)

Section 10.07
The District and the Association agree to abide by all terms and conditions consistent with the Family Medical Leave Act (FMLA) of 1993 and will abide by the FMLA terms of the AAEA-AASD agreement, which have been appended to this agreement. The District and the Association further agree that any new provisions agreed upon during the life of this contract will likewise be observed.

CHILD CARE LEAVE

Section 10.08
A. Employees may take childcare leave under certain circumstances. Parents of newborn children or adoptive pre-school children may take a leave of absence, not to exceed six months, for childcare purposes.

B. Employees may be granted child care leave, not to exceed six months, when his or her presence at home is needed and such need is substantiated by written medical proof from a qualified physician.

C. Such leave of absence will be without pay, and seniority shall be frozen until the employee returns to active employment. During such leaves employees may exercise the option to participate in and pay for insurance and medical programs as described in this Agreement. (See also Family Medical Leave Act.)

EXTENSIONS AND RENEWALS

Section 10.09
All extensions or renewals of leaves shall be applied for in writing.
RETURN FROM LEAVE OF ABSENCE

Section 10.10
Employees desiring to return from approved leaves of absence will so advise the Superintendent or his designee at least two (2) weeks prior to the desired return date. Such employees will be reinstated to either their old position or one of equal status and pay.

ARTICLE XI
VACATIONS, FULL-TIME EMPLOYEES

Section 11.01
Effective each July 1, Vacation with pay allowance shall be granted to employees as follows:

- Employees in their 1st year of service ---1 week up to five (5) days
- Employees in their 2nd years of service --- 2 weeks ten (10) days
- Employees in their 7th years of service --- 3 weeks fifteen (15) days
- Employees in their 15th years of service --- 4 weeks twenty (20) days

Employees hired after July 1 of each year shall be granted one-half (1/2) day of vacation for each month they are scheduled to work before the following July 1 begins, not to exceed five (5) days.

QUALIFICATIONS

Section 11.02
To qualify for a vacation, an employee must, in addition to the requirements as to length of continuous service with the Employer, have worked, including personal days and holidays, at least 75% of the available hours in the 12 months immediately preceding his vacation.

VACATIONS MAY BE TAKEN

Section 11.03
Subject to the requirements as to the length of continuous service and the minimum percentage of hours worked, vacations may be taken at any time between July 1st and June 30th. While the Employer will make every reasonable effort to grant the wishes of employees as to the time of their respective vacations, all vacations must be arranged with and are subject to the approval of a District Administrator.

VACATION SCHEDULING

Section 11.04
The vacation scheduling will begin May 1st of each year. Senior employees in their category and building shall be given preference of the dates they prefer to take their vacation over junior employees, provided their choice is made prior to the Friday of the second full week in June. If no choice is made prior to the Friday of the second full week in June, or if a choice has been made prior to said Friday and subsequently the employee desires to change the date, the employee, if senior, will not be allowed to select a date which interferes with a date which has previously been selected by a junior employee.
The period between the Friday mentioned and August 31st will be set aside for scheduling on a first-come, first-served basis.

HALF-DAY VACATION DAYS

Section 11.05
A total of two (2) days of an Employee’s vacation days may be taken in half-day increments.

TAKING OF VACATIONS

Section 11.06
Inasmuch as it is the intent of this Article to enable employees to take vacations, it is understood that employees will be required to take an actual vacation, and that the practice of permitting employees to work and receive vacation pay in lieu of actual vacations will not be allowed unless unusual operating requirements demand it.

RESIGNING DURING THE YEAR

Section 11.07
Any employee who resigns during the fiscal year and gives two weeks’ notice, returns all keys and equipment, and fulfills all obligations, is eligible for payment of vacation based on that portion of the year in which he has worked, provided that he has met the 75% of available hours requirement. Upon the death of an employee, the employee or his/her estate shall receive pay for any unused vacation leave. Such pay shall be at the employee’s per diem rate.

ARTICLE XII
HOLIDAYS

Section 12.01
The following twelve (12) holidays will be paid to all employees after initial 45 days of employment:

New Year’s Day
Presidents’ Day
Good Friday
Memorial Day
Independence Day
Labor Day

Thanksgiving Day
Day After Thanksgiving Day
Buck First Deer Day (Pennsylvania)
Doe Second Deer Day (Pennsylvania)
Christmas Eve
Christmas Day

Section 12.02
All employees on the active payroll will be paid for holidays not worked provided the employee was in compensable status on the scheduled workdays immediately preceding and following such holidays. Employees will be paid their regular rate of pay for the number of hours that they would normally have worked.
AIDES TO STUDENTS COMPENSABLE STATUS

Section 12.03
In the case of an aide to a student, the aide will be considered in compensable status even if the child with whom they work doesn't come to school on the preceding day or the day following a holiday.

HOLIDAY DURING VACATION

Section 12.04
Employees taking vacation during a week in which a paid holiday occurs shall receive an additional day's pay or an additional day of vacation at the option of the employee.

INELIGIBILITY

Section 12.05
No employee shall be eligible for pay for any holiday not worked if such employee is participating in a strike or stoppage of work.

ARTICLE XIII
PROBATIONARY EMPLOYEES

Section 13.01
Newly hired employees shall be considered probationary employees for the first ninety (90) days worked from the first day of work for financial compensation and shall not have seniority rights. The employees retained after this probationary period shall become regular employees and maintain seniority rights from the original date of financial compensation, date the employee actually started work.

TERMINATION

Section 13.02
Probationary employees may be terminated without recourse to the grievance procedure.

SUPERVISORS

Section 13.03
The School District agrees to inform all employees of their immediate supervisor to whom they are directly responsible.

ARTICLE XIV
VACANCY POSTING PROCEDURE

Section 14.01
Any new job, or any vacancy in an existing job, shall be posted within five (5) working days of the Board's decision on the District Website, if the Board decides it shall be continued, next to all time-clocks for not less than five (5) working days. Such jobs shall be awarded to the senior bidding employee who is qualified.
to perform the work. Such positions shall be filled on a permanent basis not later than twenty (20) calendar
days from the removal of the posting. The Employer shall have the right to fill temporarily any job during
this job posting process. During the summer months a copy of the posting will be emailed to those
not presently working.

Copies of all posted jobs shall be provided to the President of the Association at the time of such posting.

During the life of this agreement, the District will continue pre-testing for the transfer of Bargaining Unit
Members to different positions. Specific to testing for transfer into a special education support position, a
labor-management committee consisting of two representatives of the Association, the Superintendent and
the Director of Special Services must meet, review the testing contents and come to an agreement (by
simple majority of three) as to the contents of the test. This labor-management committee must also agree
to the conditions of the testing environment by same simple majority in order to assure consistency for all
test-takers.

POSTING TO EMPLOYEES

Section 14.02
All bargaining unit vacancies shall be posted by the administration on the District website in addition to
emailing such vacancies to all bargaining unit members near all time clocks in all buildings during
the school term. The administration will prepare the notice and the Association will post. During the
summer months, notice of vacancies will be included in each staff member’s pay envelope and
mailed to all those employees not presently working. All persons on lay off shall receive a copy of
all vacancies by U.S. mail for a period of not more than two (2) years. All persons on lay off must
notify the Superintendent in writing in January and June of each year of their interest for
employment with a copy of said notification being sent to the President of the Association. A copy
of all district building representatives will be provided to the business office by the Association.

SUCCESSFUL BIDDER

Section 14.03
Each employee will have the right to be a successful bidder on two (2) jobs during each fiscal year (July to
June). An employee currently in a probationary position will forfeit his/her right to bid during the current
probationary period.

CLASSIFICATION TRANSFER

Section 14.04
When an employee transfers from one classification to another, he shall serve a forty-five (45) workday
probationary period. During the probationary period, the job the employee vacated shall not be posted but
will be filled by a substitute. If the employee wishes to return to his original position, after the unsuccessful
completion of the probationary period, he may do so without loss of rights, wages, or benefits. If the
employee successfully completes the probationary period, his original position will then be posted under the
terms and conditions of Section 14.01. In the event that the substitute employee is the successful bidder on
the original job, he shall accrue seniority from the initial substitution date.
ARTICLE XV
MINIMUM HIRING WAGE

Section 15.01

HOURLY RATES
Starting salaries will remain unchanged for the life of the agreement.

<table>
<thead>
<tr>
<th>Classification</th>
<th>Starting Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>$15.60</td>
</tr>
<tr>
<td>Skilled Mechanic</td>
<td>$14.74</td>
</tr>
<tr>
<td>Laborer</td>
<td>$12.60</td>
</tr>
<tr>
<td>Head Custodian</td>
<td>$13.26</td>
</tr>
<tr>
<td>Custodian</td>
<td>$12.60</td>
</tr>
<tr>
<td>Secretary I and II</td>
<td>$12.90</td>
</tr>
<tr>
<td>Cafeteria Manager</td>
<td>$13.26</td>
</tr>
<tr>
<td>Cafeteria Worker</td>
<td>$10.00</td>
</tr>
<tr>
<td>Aides</td>
<td>$12.71</td>
</tr>
<tr>
<td>Highly Qualified Aides</td>
<td>$14.21</td>
</tr>
<tr>
<td>Courier</td>
<td>$12.35</td>
</tr>
<tr>
<td>Store Room Clerk</td>
<td>$13.35</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Classifications</th>
<th>2009-10</th>
<th>2010-2011</th>
<th>2011-12</th>
<th>2012-13</th>
</tr>
</thead>
<tbody>
<tr>
<td>Master Mechanic</td>
<td>14.40</td>
<td>14.80</td>
<td>15.20</td>
<td>15.60</td>
</tr>
<tr>
<td>Skilled Mechanic</td>
<td>13.64</td>
<td>13.94</td>
<td>14.24</td>
<td>14.74</td>
</tr>
<tr>
<td>Laborer</td>
<td>12.40</td>
<td>11.80</td>
<td>12.20</td>
<td>12.60</td>
</tr>
<tr>
<td>Head Custodian</td>
<td>12.06</td>
<td>12.46</td>
<td>12.86</td>
<td>13.26</td>
</tr>
<tr>
<td>Custodian</td>
<td>11.40</td>
<td>11.80</td>
<td>12.20</td>
<td>12.60</td>
</tr>
<tr>
<td>Secretary I and II</td>
<td>11.70</td>
<td>12.10</td>
<td>12.50</td>
<td>12.90</td>
</tr>
<tr>
<td>Cafeteria Manager</td>
<td>12.06</td>
<td>12.46</td>
<td>12.86</td>
<td>13.26</td>
</tr>
<tr>
<td>Cafeteria Worker</td>
<td>11.40</td>
<td>11.80</td>
<td>12.20</td>
<td>12.60</td>
</tr>
<tr>
<td>Aides</td>
<td>11.64</td>
<td>11.94</td>
<td>12.34</td>
<td>12.71</td>
</tr>
<tr>
<td>HQ Aides</td>
<td>13.04</td>
<td>13.41</td>
<td>13.81</td>
<td>14.21</td>
</tr>
<tr>
<td>Courier</td>
<td>11.15</td>
<td>11.55</td>
<td>11.95</td>
<td>12.35</td>
</tr>
<tr>
<td>Store Room Clerk</td>
<td>12.15</td>
<td>12.55</td>
<td>12.95</td>
<td>13.35</td>
</tr>
</tbody>
</table>
Section 15.02
Increases to hourly wage-in-each-year, as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st Year</th>
<th>2nd Year</th>
<th>3rd Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010-2011</td>
<td>$0.45</td>
<td>$0.45</td>
<td>$0.45</td>
</tr>
</tbody>
</table>

Bargaining unit members shall receive the following hourly increases:

- 2013-2014: $0.00/hr.
- 2014-2015: $0.00/hr.
- 2015-2016: $0.15/hr. (retroactive)
- 2016-2017: $0.20/hr
- 2017-2018: $0.20/hr
- 2018-2019: $0.20/hr
- 2019-2020: $0.20/hr

Section 15.03
The District shall provide each employee - at the beginning of the school year - with a statement of the expected earnings for the regularly scheduled hours for the school year (or calendar year for 12-month employees), including: expected hourly and gross yearly pay for school year (or calendar year for 12-month employees), expected bi-weekly pay, current sick/personal/vacation days and dues rate.

Section 15.04
An additional $0.25 will be added to the employee's hourly base rate of pay after the following anniversary: 25 years of service. All employees who have already reached this milestone shall also begin to earn the additional $0.25/hour upon the effective date of this contract.

ARTICLE XVI
WORK SCHEDULES

Section 16.01
The normal work week of various employees of this bargaining unit shall be as follows:

Split shift shall only be by mutual agreement.

The District reserves the right to employ part-time employees to support its operational and educational needs. The District agrees not to split the current complement of full-time positions into two positions without an educational change in circumstances necessitating the change.
Maintenance Employees
260 days per year, 5 days per week, 8 hours per day, 40 hours per week, 2080 hours per year.
180 + / - days per year, 5 days per week, 6 hours per day, 30 hours per week, 1080 + / - hours per year.

Full-Time Custodial Employees
260 days per year, 40 hours per week, 2080 hours per year.

ULSTER
1 employee 8 hours per day, Monday through Friday
1 employee 5 hours per day, Monday through Friday

BURNHAM
1 employee 8 hours per day, Monday through Friday
1 employee 5 ½ hours per day, Monday through Friday

AHS, SRU/CHILD, ROWE, AND LYNCH
8 hours a day Monday – Friday. However if there is a Saturday activity in a building, two people in the building will work one 8-hour day, four 7-hour days and 4 hours between 7:00 a.m. and 3:00 p.m. on Saturday on a rotating basis beginning with the two (2) most senior custodial employees.

Head custodians will rotate weekends (Saturday and Sundays) such that one head custodian will check Rowe Middle School, Lynch-Bustin Elementary School, and SRU Elementary on any given weekend.

1. The head custodians shall check the buildings for break-ins, freezer/cooler checks, and water leaks.

2. The head custodians shall be guaranteed at least two (2) hours each Saturday and Sunday to conduct the checks.

3. The head custodians shall receive time and a half (1.5 times their hourly rate) for the Saturday checks and double time (2 times their hourly rate) for the Sunday checks.

4. The head custodians shall receive mileage for all miles driven between buildings, starting and ending with the building closest to their residence.

9-Month Custodial Employees
205 + / - days per year depending upon the school calendar, 40 hours per week, approximately 1640 hours per year.

The 9-month custodial employee’s first day of work is the teachers’ first in-service day. From that day on, he works the same schedule as the twelve-month custodial employee and completes the year with the last teachers’ in-service day.

Part-Time Custodial Employees (12 month)
260 days per year, 5 days per week, up to and including 4 ½ hours per day, 22.5 hours per week, 1170 hours per year.
AAESPA COLLECTIVE BARGAINING AGREEMENT

Part-Time Custodial Employees (9 month)
205 days per year depending upon the school calendar, 5 days per week, up to and including 4 1/2 hours per day, 22.5 hours per week, 922.5 hours per year, approximately.

Full-Time Cafeteria Employees
180 Student days plus the first teachers' in-service day and the last teachers' in-service day.

182 days per year, 7 hours per day, 35 hours per week, 1274 hours per year.

182 days per year, 5.5 hours per day, 27.5 hours per week, 1001 hours per year also considered a full-time employee, if hire date was prior to February 21, 2008.

182 days per year, 5 hours/day, 25 hours/week, 910 hours per year also considered a full-time employee, if hire date was prior to February 21, 2008.

Part-Time Cafeteria Employees
182 days per year (180 student days plus the first teachers' in-service day and the last teachers' in-service day).

Based on the requirements of the school district and student enrollment, there may be part-time cafeteria employees in any cafeteria. The hours for each of these part-time employees will be determined by the administration and will be posted accordingly.

Library Aides
185 days per year (180 student days plus 5 days as assigned by the Superintendent or his designee), 7 hours per day, 35 hours per week, 1295 hours per year.

Aides To Students / Personal Care Aides
182 days 6 hours per day, 1080 hours per year + / - to coordinate with the student hours in that building unless that student is absent. When possible, the aide will be notified no later than 9:00 p.m. of the preceding day. In the event notification is made later than said deadline, the aide will report to work in his respective building to be assigned by the Building Principal.

Learning Aide
182 days plus district required days for in-service, 6 hours per day or more depending on the educational and school needs, 1080 hours per year with specific hours set with the normal school day.

Secretaries I and II
185 days per year (180 student days, 5 in-service days) at 7 1/2 hours per day and 56 + / - other days at 6 hours per day, 1724 + / - hours per year.

185 days per year, 7 1/2 hours per day (180 student days and 5 in-service days) and 35 other days at 6 hours per day, 1598 hours per year.
AAESP COLLECTIVE BARGAINING AGREEMENT

185 days per year (180 student days, 5 days at the discretion of the Building Principal) at 7 ½ hours per day, 1388 hours per year.

EXCEPTIONS

Section 16.02

A. If school is closed by school officials for any reason during regular student days, second shift employees may switch their work hours to the first shift by mutual agreement of Administration and the employees. Employees shall not lose pay when school is closed due to a declared state of emergency by the municipality, county or state.

B. Custodial employees will work their regular shifts on teacher in-service days.

C. Early Dismissals
   Employees may be sent home as determined by the Superintendent or his designee without loss of pay.

D. Emergency All Day School Closings
   When school is closed due to an emergency (snow, ice, flood, etc.), an employee shall not lose pay for his failure to report to work on such day(s) due to impassable roads. The employee will contact the employer and will make-up the lost time to the District.

E. Snow Days for Secretaries I and II
   When snow days are to be made up during a Christmas or Easter vacation, secretaries will not work on the snow day. When snow days are to be made up at the end of the school calendar, these secretaries will come to work on the snow day and work (or make-up) a six (6) hour day, then on the student make-up day, they will work a regular 7 ½ hour day.

F. Cafeteria Workers
   Will not work on snow days. The day's pay will be deducted from their next paycheck and added when the snow day is made up.

OVERTIME

Section 16.03

A. Employees will be called in for overtime based on their seniority and availability. Their home and alternate phone numbers should be given to their supervisors for this purpose. Employees in that category and that building will be called before anyone else in the same category but in another building and then seniority must once again prevail. Never will a substitute worker be given overtime when a regular employee is available.

B. An employee will be compensated for overtime work by the district when approved by his supervisor. Payment will be made during the pay period in which the work was performed. Compensable time will not be granted.
ADDITIONAL ASSIGNMENTS

Section 16.04
Any assignments in addition to the normal work hours requiring overtime shall not be obligatory but shall be with the consent of the employee. In making such assignments, preference will be given to employees regularly employed in the building according to seniority. The employer will first solicit volunteers within that school building and classification in order of seniority. If there are no volunteers, the Employer may assign such duties to the least senior employee within the job classification in that building. Such assignments shall be paid at the rate of one and a half (1 ½) times the employee’s regular hourly rate of pay.

The Employer will attempt to equalize overtime among employees of each classification, unless the head custodian or manager chooses to take the overtime himself, in each building. Whenever an event is held on district property, outside of regular school hours, which requires an employee to be present, the employee will be paid at the rate of one and a half (1 ½) times his regular hourly rate of pay.

CALL-IN PAY

Section 16.05
In the event an employee is called in to work after his regularly scheduled hours of work, having left the premises, he shall be compensated at the rate of one and one half (1 ½) times his normal rate of pay with a guarantee of two (2) hours. This guarantee of two (2) hours will not apply to an employee reporting to work prior to his regularly scheduled hours, or if he continues to work after his regularly scheduled hours of work.

SUNDAY CALL-IN PAY

Section 16.06
In the event an employee is called in to work on a Sunday, he shall be compensated at the rate of two (2) times his normal rate of pay with a guarantee of two (2) hours.

HOLIDAY CALL-IN PAY

Section 16.07
In cases of emergency or necessity, the Employer reserves the right to work employees of the District on any of the paid holidays and the employee will be compensated at the rate to two (2) times his normal rate of pay in addition to his holiday pay. Any employee called out to work on a paid holiday shall be compensated at the minimum of four (4) hours of pay.

ARTICLE XVII
LAYOFF

Section 17.01
In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in reverse order of their seniority within that job classification within the affected building.
LAYOFF NOTICE

Section 17.02
When an employee is to be laid off due to a reduction in the work force within a job classification, or because he is being bumped by a more senior employee, he shall be given a five (5) work day notice or pay in lieu of such notice, at the option of the Employer. Employees who are absent from work for any reason on the day such notice is to be given will not be entitled to such notice. In such cases, the Employer will mail a certified letter to the employee and the Association on the day that such notice was to be given.

BUMPING

Section 17.03
Employees being laid off or bumped shall be permitted to bump the least senior employee in the District in the same job classification, or secondly may bump the least senior employee in another classification where he is qualified to perform the work, and is senior to the incumbent employee. This bumping will be permitted without interruption of his continuous service. Employees desiring to bump to another building or to another classification must advise the Superintendent’s office within two (2) workdays of his receipt of such notice of layoff. Employees changing classifications will be placed on step of the new classification.

RECALL

Section 17.04
The order of recall for laid off employees shall be the most senior employee qualified for the open position.

ARTICLE XVIII
SENIORITY

Section 18.01
Seniority is defined as the length of continuous service from the first day of work for the school district. Seniority shall not be accumulated during any period of layoff, furlough or unpaid leaves of absence except where provided by law. Seniority shall be held during a layoff, furlough or non-compensable illness for two (2) years provided the employee returns to work within five (5) workdays of notification to return to work.

A seniority list showing district seniority and classification seniority of each employee covered by this Agreement will be given to the Association by the last day of September each year.

Seniority of employees who began work in the same day shall be determined by the order they are listed on the board Agenda of the Board meeting at which they were hired.

DURING DISABILITY

Section 18.02
In cases of compensable accident or illness, seniority shall accumulate through the term of such disability or until such disability is determined by written medical proof to have become permanent.
AAESPA COLLECTIVE BARGAINING AGREEMENT

CEASING OF SENIORITY

Section 18.03
Seniority shall cease upon sustained discharge, resignation or retirement.

ARTICLE XIX
RESIDENCY

Section 19.01
The residency of any employee shall not be a condition of employment.

ARTICLE XX
FRINGE BENEFITS
DEATH IN THE FAMILY

Section 20.01

Immediate Family (5 days)
Father  Mother  Son  Daughter
Brother  Sister  Husband  Wife

Whenever an employee shall be absent from his job because of a death in his immediate family, there shall be no deduction in salary of said employee for an absence not in excess of five (5) continuous days, one of which must be the day of the funeral.

Near Relatives (3 Days)
Grandchild  Grandmother  Grandfather
Mother-in-Law  Brother-in-Law  Son-in-Law

Any person with whom the employee makes or has made his home. Any near relative who resides in the same household. Whenever an employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for an absence not in excess of three (3) days, one of which must be the day of the funeral.

Family (1 Day) - Day of funeral
Cousin  Aunt  Uncle  Niece  Nephew
(Includes these relatives to spouse also).

SICK LEAVE DAYS

Section 20.02
On the opening day of the work year, each employee shall be credited with sick leave allowance as follows:

12-month employees:  12 days per year
11-month employees:  11 days per year
10-month employees:  10 days per year
AAESPA COLLECTIVE BARGAINING AGREEMENT

9-month employees: 9 days per year

Sick leave will be pro-rated for new job classifications.

SICK LEAVE ACCUMULATION

Section 20.03
The unused portion of such allowance shall accumulate from year to year without limitation

NOTIFICATION OF ACCUMULATED SICK DAYS

Section 20.04
Employees shall be given a written accounting of accumulated sick days no later than the second pay in September. Verification of sick days is available through the electronic employee portal.

Employees may use up to three of their sick days for care of immediate family.

HEALTH INSURANCE

Section 20.05
The district shall provide for all eligible employees, health insurance coverage under the district's present Blue Cross/Blue Shield plans provided through the Northern Tier Insurance Consortium and administered by Highmark.

Should the district provide for all other employees of the district a health insurance plan by a carrier other than Blue Cross/Blue Shield Highmark, the Employer may after providing proof to the Association that there has been no reduction in the level of benefits change the carrier for the employees covered by this agreement.

The Board will provide for full family coverage Blue Cross/Blue Shield if available through the consortium.

Major Medical Insurance Coverage will be 80%/20% for the first $2,000 with a maximum of $1,000,000.

Employees will have the option of selecting an alternative health insurance program—Blue Care PPO. The district will provide for full family coverage between the PPO E, PPO B, and the QHDHP. Additionally, employees will have the choice between single, employee and child, employee and children, employee and spouse, and family plans. 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 have the right to opt out of Blue Care PPO and back into Traditional Blue Cross/Blue Shield coverage if Blue Care PPO proves unsatisfactory to the employee's needs.
AAESPA COLLECTIVE BARGAINING AGREEMENT

Employees who desire to change plans may do so only during an annual open enrollment period (June 1 through June 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, the following IRS defined events:

- 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)

**CO-PAY PREMIUM SHARES**

An employee before tax contribution of (pro-rated by pay period):

<table>
<thead>
<tr>
<th>YEAR</th>
<th>PPO E</th>
<th>PPO B</th>
<th>QHDHP</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013-2014</td>
<td></td>
<td>$468</td>
<td></td>
</tr>
<tr>
<td>2014-2015</td>
<td></td>
<td>$468</td>
<td></td>
</tr>
<tr>
<td>2015-2016</td>
<td></td>
<td>$468</td>
<td></td>
</tr>
<tr>
<td>2016-2017</td>
<td>4.25%</td>
<td>4.25%</td>
<td>4.45%</td>
</tr>
<tr>
<td>2017-2018</td>
<td>4.25%</td>
<td>4.25%</td>
<td>4.45%</td>
</tr>
<tr>
<td>2018-2019</td>
<td>4.25%</td>
<td>4.25%</td>
<td>4.45%</td>
</tr>
<tr>
<td>2019-2020</td>
<td>4.25%</td>
<td>4.25%</td>
<td>4.45%</td>
</tr>
</tbody>
</table>

The premium shares above, expressed as a percentage of the premium, shall be converted to the dollar equivalent on August 30, 2020.

All members choosing the QHDHP shall have access to a Health Savings Account (HSA). The District agrees to match all employee donations to the HSA up to and including one half (½) the amount of the deductible.
Major Medical lifetime benefits shall be $1,000,000.

20.05(a)
The current health care plans in effect, inclusive of all changes effective July 1, 2010 - 2017, 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 ESP Association, three members of the EA 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 will “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 20.05 (b) - Health Care Buy-Out Option

1. Employees shall have the right to opt out of the District-offered Health Care Plan in exchange for monetary compensation.

2. 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.

3. 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.

4. 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.
5. 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.

6. 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 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.

7. 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:
   a. Marriage, divorce or legal separation of employee
   b. Death employee's spouse or child(ren)
   c. Birth or adoption of a child(ren) by employee or spouse, change in the number of dependents
   d. Loss (voluntary or involuntary) of job by spouse
   e. Change in employment status from full-time or part-time or vice versa for employee or spouse
   f. Change in spouse's health insurance coverage, which results in loss of major benefit.
   g. Spouse becomes Medicare eligible

8. 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.

9. The District shall establish a Section 125 Plan in accordance with established IRS regulations.

10. It is agreed that if a statewide health insurance is enacted for public school employees, the buyout will not be triggered.

INSURANCE FOR PART-TIME EMPLOYEES

Section 20.06
The regular part-time employees may have the option to be covered under the Group Hospitalization Insurance Plan with the premium to be paid as follows:

4 hours up to and including 4 1/2 hours
50% of the premium paid by the School District

2 hours up to and including 3 1/2 hours
33% of the premium paid by the School District
AAESPA COLLECTIVE BARGAINING AGREEMENT

All cafeteria employees hired on or after February 21, 2008 must work at least seven hours a day prior to February 21, 2008 to be eligible for fully-paid health insurance coverage. Cafeteria employees employed prior to that date will be 'grandfathered' and are not subject to the seven-hour minimum workday condition of eligibility. Cafeteria employees employed on or after that date shall be eligible for the 50% regular part-time premium plan, as referred to within this Section.

PERSONAL DAYS

Section 20.07
Employees will be entitled to three (3) personal days per year accumulative. Management will have the right to limit the number off at any one time to insure the continuity of operation.

Unused personal days as of the end of the year will be converted to sick days. Current unused personal days will be paid out on a per diem basis.

Personal days will be prorated if the employee begins employment prior to July 1st and if separation from employment occurs prior to June 30th. The employees’ last paycheck will reflect any balance due to Athens Area School District.

EXISTING CONDITIONS

Section 20.08
The Employer shall not reduce or deny to any employee currently receiving insurance and summer hours unless altered by this agreement.

VISION INSURANCE

Section 20.09
Vision insurance shall be extended to all employees according to the following schedule:

A. One complete eye examination in any period of 12 months.
B. Two lenses in any period of 12 months.
C. One set of frames in any period of 24 months.

The time period for each of the above will begin on the date on which the last benefits were received for the same item.

Schedule of Vision Services and Supplies

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Examination</td>
<td>$50.00</td>
</tr>
<tr>
<td>Single Lenses</td>
<td>75.00</td>
</tr>
<tr>
<td>Bi-focal Lenses</td>
<td>110.00</td>
</tr>
<tr>
<td>Tri-focal Lenses (Varilux)</td>
<td>125.00</td>
</tr>
<tr>
<td>Lenticular Lenses</td>
<td>100.00</td>
</tr>
<tr>
<td>Frames</td>
<td>90.00</td>
</tr>
<tr>
<td>Contacts (By choice)</td>
<td></td>
</tr>
<tr>
<td>Contacts (Prescriptions)*</td>
<td>$200.00</td>
</tr>
<tr>
<td>Above amounts apply</td>
<td></td>
</tr>
</tbody>
</table>
AAESPA COLLECTIVE BARGAINING AGREEMENT

*Contact Lenses, if prescribed:

(a) Where visual acuity is not correctable to 20/70 in the better eye except by use of contact lenses, or

(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.

VISION INSURANCE PROCEDURE

Section 20.10
Vision forms, available in each school office, must be taken with you to the eye appointment.

MILEAGE

Section 20.11
Any employee who is authorized by the Superintendent or his designee to use a personal vehicle for school business shall be reimbursed at the "IRS" rate. Unless any regular employee in the district should be reimbursed at a greater rate, this new rate will be applicable to this contract from date of rate change approval. Such authorizations must be granted in advance. District mileage forms must be used and should be turned in monthly bearing your supervisor’s signature.

TERM LIFE INSURANCE

Section 20.12
The Employer will provide life insurance for all active employees in accordance with the following schedule:

<table>
<thead>
<tr>
<th>Employees</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>12-month employees</td>
<td>25,000</td>
</tr>
<tr>
<td>11-month employees</td>
<td>25,000</td>
</tr>
<tr>
<td>10-month employees</td>
<td>20,000</td>
</tr>
<tr>
<td>9-month employees</td>
<td>20,000</td>
</tr>
<tr>
<td>Part-time employees</td>
<td>15,000</td>
</tr>
</tbody>
</table>

TERMINAL PAY

Section 20.13
Terminal pay will be thirty-five dollars ($35) for each unused sick day with maximum accrual for payment of one hundred (100) days per employee, as follows.

<table>
<thead>
<tr>
<th>Year</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$31</td>
</tr>
<tr>
<td>2011</td>
<td>$32</td>
</tr>
<tr>
<td>2012</td>
<td>$33</td>
</tr>
</tbody>
</table>
AAESPAA COLLECTIVE BARGAINING AGREEMENT

Only sick leave accumulated in the District will be counted. Employees must have worked five (5) years in the District. Terminal pay shall be granted upon severance from the District. Upon retirement or death of an employee, the employee or his/her estate shall receive pay for any unused sick leave.

RETIREMENT INCENTIVE

Section 20.14
The school district will provide a one-time cash incentive to all full-time employees when they retire from the school district and have fulfilled the following requirements:

A. Have at least 25 years service with the Athens Area School District and
B. Be at the age on the schedule.
C. Submit his retirement notification to the Board at least one half (1/2) year prior to the effective date of the retirement.

Retirement Schedule:

<table>
<thead>
<tr>
<th>Age</th>
<th>Incentive</th>
</tr>
</thead>
<tbody>
<tr>
<td>55</td>
<td>$3,000</td>
</tr>
<tr>
<td>56</td>
<td>$2,900</td>
</tr>
<tr>
<td>57</td>
<td>$2,800</td>
</tr>
<tr>
<td>58</td>
<td>$2,700</td>
</tr>
<tr>
<td>59</td>
<td>$2,600</td>
</tr>
<tr>
<td>60</td>
<td>$2,500</td>
</tr>
<tr>
<td>61</td>
<td>$2,400</td>
</tr>
<tr>
<td>62</td>
<td>$2,300</td>
</tr>
</tbody>
</table>

The schedule shall be pro-rated for all part-time employees based on the number of months worked per year.

POST-RETIREMENT INSURANCE CONTINUATION

Section 20.15
To the extent permitted by each insurance company or organization involved, the Employer shall permit any employee who has retired from the District after ten (10) 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.

Any employee, having completed 25 years of credited service to the Athens Area School District, and is at least 60 years of age by the effective date of retirement shall be afforded full continuing medical insurance coverage at the expense of the district, frozen at the rate of retirement, with any increased cost, being retiree co-pay, until the employee is eligible for Medicare, but not to exceed five years, to the same extent as is provided by the district to bargaining unit members.
AAESPA COLLECTIVE BARGAINING AGREEMENT

Any employee, having completed 20-24 years 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 continuing medical insurance coverage at a 50% expense, frozen at the rate of retirement, of the district until the employee is eligible for Medicare, but not to exceed five years – to the same extent as is provided by the district to bargaining unit members. The remaining 50%, plus co-pay over rate at retirement, expense for full coverage will be the responsibility of the employee.

Any employee, having completed 25 years of credited service to the Athens Area School District at any age – upon medical disability, as defined by the Pennsylvania Public School Employees’ Retirement System by the effective date of retirement, shall be afforded continuing medical insurance coverage at a 50% expense until eligible for Medicare, plus co-pay over rate of medical disability, expense for full coverage will be the responsibility of the employee.

PAID PHYSICALS

Section 20.16

A. A physical examination, without cost to the employee, shall be provided to all employees requiring such examination when physicians, if available, appointed and designated by the District are used.

B. The District agrees to make the arrangements for said physicals to be given, normally in August, and notify the employee by mail.

C. All new employees may be given a physical at district expense.

DENTAL INSURANCE

Section 20.17

The Board shall provide employee-only insurance covering dental services as follows: diagnostic, preventive, restorative, oral surgery, endodontic, periodontic, for 100% of the treatment required for all employees. (See Memorandum of Understanding – attached.)

Employees may pay the difference between the employee+spouse or family rates and the current employer paid rate in order to obtain group employee+spouse or family coverage.

Should the District alter the current provider of the Delta Dental Insurance Plan for all employees of the District, the Employer shall ensure the Dental Insurance Plan provides the same or greater level of benefits as those benefits provided by the Delta plan during the 2009-2010 benefit year. The Employer may, after providing proof to the Association, that there has been no reduction in the level of benefits, change the carrier for the employees covered by this Agreement.

INCOME PROTECTION

Section 20.18

The Employer shall provide a Group Income Protection Plan for support Professional employees starting with the 31st day of sickness or accident. This coverage will cover sickness up to two (2) years and accident for five (5) years.
Income protection payments will be no more than 2/3 of your regular earnings with a minimum of $50.00 per month and a maximum of $350.00 per month.

This benefit shall increase to the same level provided to the Professional Employee Bargaining Unit, should that unit negotiate an increase to this benefit.

COURSES

Section 20.19
The employer shall reimburse the employee for undergraduate courses (reimbursement only, no fees) satisfactorily completed (A, B, or PASS). These courses must be pre-approved by the Superintendent of AASD. The maximum reimbursement will be limited to nine (9) credits/year or the equivalent in non-credited courses based on Mansfield University cost.

- If the employee severs employment the year after receiving said reimbursement they shall reimburse 100% of the received amount.
- If the employee severs employment two years after receiving said reimbursement they shall reimburse 75% of the received amount.
- If the employee severs employment three years after receiving said reimbursement they shall reimburse 50% of the received amount.
- If the employee severs employment four years after receiving said reimbursement they shall reimburse 25% of the received amount.

TUITION

Section 20.20
Dependent children of employees who reside outside of the District shall be permitted to attend school within the District on a tuition-free basis, however, transportation to and from school shall not be provided for said children. Effective 2017-18 program eliminated. Currently enrolled employees grandfathered.

DONATION PLAN

Section 20.21
A donation plan for employees to donate sick, personal and vacation leave to employees in need of such leave due to significant illness or injury shall be created by a joint labor-management committee. The committee shall be tasked with developing an approval mechanism and a procedure/form for allowing such donations to take place.

ARTICLE XXI
PERSONNEL FILES

Section 21.01
There shall be an official personnel file kept for each employee in the unit. A copy of all performance related items should be given to the employee when it is submitted into his file. Copies of other items shall be given upon request by the employee. Each employee shall have the right to examine the contents of his personnel file. This examination shall be done by making an appointment with the Superintendent's office.
AAESPA COLLECTIVE BARGAINING AGREEMENT

An employee shall have the right to submit a signed statement concerning any material in his file and any such statements shall then become part of the file.

ARTICLE XXII
CONFIDENTIALITY

Section 22.01
The Employer will attempt to discipline employees in such a manner so as not to embarrass the employee before the public or other employees. It must be kept in mind, however, that where insubordination or flaunting of authority by an employee in public and in the presence of other employees take place, the Employer shall not be restricted by the operation of this section.

ARTICLE XXIII
HEALTH AND SAFETY

Section 23.01
The Employer shall continue to protect the health and safety of the employees by maintaining a clean and safe workplace and shall continue its policy of adopting improved safety devices and procedures. The Employer and the Association will cooperate in maintaining a high standard of safety.

ARTICLE XXIV
EQUIPMENT

Section 24.01
Whenever an employee uses his own specialized tools or equipment for work assignments at the request of the supervisor, he must furnish an up-to-date list to the Employer. The District agrees to replace the employee's listed tools or equipment if broken or damaged in the performance of his duties and the broken or damaged tool or equipment will be turned over to the District. The replacement of like kind and quality (if feasible) will be provided to the employee.

ARTICLE XXV
REQUIRED MEETINGS OR HEARINGS

Section 25.01
Whenever any employee is required to appear before the Superintendent, Board or any committee or member thereof for the purpose of disciplinary action, he shall be given prior written notice of the reasons for such meeting, when such notice is practical, and shall be entitled to have representation of the Association and/or legal counsel present to advise him and represent him during such meeting.
ARTICLE XXVI
VOLUNTEER FIRE AND AMBULANCE DUTY

Section 26.01
The Employer and the Association recognize the value of and support the activities of volunteer ambulance departments and fire companies. Any employee who is an active member of a volunteer fire company or ambulance department serving the community where he works shall be allowed to respond to alarms for his company provided the employee's presently assigned duties will permit his absence.

Determination as to which employees will be permitted to respond to alarms will be made by the Superintendent or his designee. Such employees will be allowed to return to work and complete their normal assignment and their regularly scheduled workday. The chiefs of the volunteer fire companies and ambulance departments will verify in writing to the Superintendent or his designee the names of volunteers in their company who work for Athens Area School District. Volunteer firemen excused from work will not be allowed to stay for clean-up after a fire. A duly-elected officer of the fire company and/or ambulance department involved will advise the Superintendent or his designee as to the names of employees responding to the alarms during work hours and the amount of time actually on duty.

ARTICLE XXVII
JURY DUTY OR COURTROOM APPEARANCE

Section 27.01
Employees subpoenaed for jury duty or required to appear at any legal proceeding connected with the employee's employment or with the school system will be paid their regular salary from the School District and will surrender their stipend from the court system to the Business Office. The check the Employee receives for mileage is his to keep. These days will not be charged against the Employee's personal days, vacation time or sick days. Any civil matter not associated with the employee's duties, including the Domestic Relations Office, is not compensable.

ARTICLE XXVIII
GRIEVANCE PROCEDURES

Section 28.01
Any dispute or grievance except a group grievance arising between the Association and the Employer regarding wages, hours and conditions of employment shall be handled as follows:

LEVEL I (VERBAL W/SUPERVISOR)
When an employee or the Association has a grievance, it shall be taken up orally with the appropriate Supervisor within ten (10) working days of its occurrence, or has knowledge or reason to know of the occurrence, to be considered. The grievant(s) and/or their representative shall discuss and resolve, if possible, the grievance with the supervisor prior to the filing of a written grievance. If the potential grievance cannot be resolved in the oral discussion, the matter will be taken up as follows:

LEVEL II (WRITING TO SUPERVISOR)
If the grievance is not resolved by the supervisor's disposition of the grievance within three (3) workdays of the discussion, the grievance will be reduced to writing on a form mutually agreed upon by the parties and presented to the Supervisor within five (5) workdays. The Supervisor will respond in writing to the aggrieved within five (5) workdays of its presentation.
LEVEL III (SUPERINTENDENT)
If the grievance is not resolved with the disposition of the grievance at Level II, or if no disposition is given within the prescribed time period, the grievance shall be presented in writing to the Superintendent or his designee.

The Superintendent or his designee will hold a conference with the aggrieved within five (5) work days. The Superintendent or his designee will respond in writing to the aggrieved within five (5) work days of this meeting.

LEVEL IV (SCHOOL BOARD)
A. If the grievance is not resolved with the disposition of the grievance in Level III above, or if no disposition is given within the prescribed time period, the grievance may be submitted to the School Board by filing a written copy thereof with the Secretary of the Board within seven (7) calendar days.

B. The School Board shall within thirty (30) days review the grievance with representatives of the bargaining unit. Disposition of the grievance following Board action shall be made in writing by the Board not later than seven (7) calendar days following this hearing.

LEVEL V (ARBITRATION)
A. If the grievance is not resolved with this written answer, it may be submitted to arbitration by the Association under Act 195. In order to be valid, such formal written notification to the State or Federal Mediation Service must be within thirty (30) workdays from receipt of said answer. If not made within this thirty (30) workday limit, the grievance shall be considered settled on the basis of the last decision and not subject to further appeal.

B. If the grievance is submitted to arbitration, the parties agree to use either the State Mediation Service or the Federal Mediation and Conciliation Service to obtain a panel of five (5) arbitrators, for alternate striking. By mutual agreement, the parties may elect to reject the entire panel and request a new one. The cost of arbitration will be shared equally by the parties to the extent permitted by law.

GROUP GRIEVANCE

Section 28.02
The Association by mutual agreement with the Superintendent may submit a grievance in writing to the Superintendent if the grievance affects a group or classification of employees. The processing of such grievance shall be commenced at Level III.

REQUESTED COPIES

Section 28.03
If a copy is requested by either party, the other party will pay one-half the cost of the total transcription cost.

EXTENSION OF TIME LIMITS
AAESPA COLLECTIVE BARGAINING AGREEMENT

Section 28.04
Any of the time limits herein provided may be extended by mutual consent of the parties in writing.

ARBTRATOR HEARING GRIEVANCE

Section 28.05
Unless there is written mutual agreement between the parties that more than one unrelated grievance may be heard by the arbitrator, an arbitrator will be restricted to ruling on only one grievance.

FILING OF ARBITRATOR'S DECISION

Section 28.06
All grievances, answers thereto, and arbitrator’s decision shall be filed in a separate grievance file and shall not be kept in the personnel file of the grievant or grievants.
GRIEVANCE REPORT FORM

Section 28.07

Grievance #: __________________________________________ School District

GRIEVANCE REPORT

<table>
<thead>
<tr>
<th>Building</th>
<th>Assignment</th>
<th>Name of Grievant</th>
<th>Date Filed</th>
</tr>
</thead>
</table>

STEP I

A. Date Cause of Grievance Occurred


2. Statement of Grievance

3. Relief Sought

__________________ __________________
Signature Date

C. Conference Request ______ Yes ______ No

D. Disposition by Supervisor

__________________ __________________
Signature Date
E. Position of Grievant and/or Association ________________________________

________________________

Signature Date

STEP II

A. Conference Request ______ Yes _______ No

B. Date Received by Superintendent or Designee __________________________

C. Disposition of Superintendent or Designee _____________________________

________________________

Signature Date

D. Position of Grievant and/or Association ________________________________

________________________

Signature Date
AAESPA COLLECTIVE BARGAINING AGREEMENT

STEP III

A. Conference Request __________ Yes __________ No

B. Date Received by Board of Education or Designee

C. Disposition of Board

__________________________

__________________________

__________________________

__________________________

Signature Date

D. Position of Grievant and/or Association

__________________________

__________________________

__________________________

__________________________

Signature Date

STEP IV

A. Date Submitted to Arbitration

__________________________

B. Disposition and Award of Arbitrator

__________________________

__________________________

Signature of Arbitrator Date of Decision

NOTE: If additional space is needed in reporting any sections, attach additional sheets.
ARTICLE XXIX
PRINTING AND DISTRIBUTION OF CONTRACT

Section 29.01
The school district shall prepare a sufficient number of copies of the Agreement for distribution to all members of the bargaining unit within two (2) weeks after the signing of said Agreement. The cost associated with the preparation and distribution shall be borne by the District. Copies of the signed agreement shall be provided in an electronic format to all Bargaining Unit Employees.

STATUTORY SAVINGS CLAUSE

Section 29.02
Nothing contained herein shall be construed to deny or restrict to any employee of this district or the district such rights as may be provided under the Public School Code of 949 as amended, or the Public Employee Relations Act, Act 195, or other applicable Laws and regulations.

MAINTENANCE OF MEMBERSHIP

Section 29.03
Each Employee who, on the effective date of this Agreement, is a member of the Association, and each Employee who becomes a member after that date shall maintain that membership provided that such Employee may resign from the Association by sending a letter of resignation to the ESPA/PSEA office with a copy to the Employer and a copy to the local president. This letter shall be sent during the fifteen (15) day period prior to the expiration date of the Agreement, and shall state that the Employee is resigning membership in the Association and, if applicable, is revoking check-off authorization.

SAVINGS CLAUSE

Section 29.04
If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person or circumstances shall, because it is contrary to Federal or State legislation or law, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other persons or circumstances, but shall be confined to the clause, sentence, paragraph, or part thereof, directly involved in the controversy in which such judgment shall have been rendered and to the person or circumstances involved.

RELATIONS COOPERATION

Section 29.05
It is the purpose of this Agreement to eliminate misunderstandings between the parties through the mutual resolution of differences. The Association agrees that one of its primary concerns will be the education and well being of the students of the Athens Area School District.
AAESPA COLLECTIVE BARGAINING AGREEMENT

MODIFICATION

Section 29.06
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.

SUCCESSOR CLAUSE

Section 29.07
This Agreement shall be binding upon the parties, their successor and heirs.

TERM OF AGREEMENT

Section 29.08
The term of this Agreement shall be from September 1, 2010 to midnight August 31, 2020, 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 signature thereto.

EFFECTIVE DATE AND SIGNATURES

Section 29.09
THIS AGREEMENT is effective the first day of September 1, 2010, by and between the Athens Area School District and the Athens Area Educational Support Professional Association.

Athens Area Educational Support Professional Association  
By: ____________________________  
Dolores Smith, AAESPA President

Athens Area School District  
By: ____________________________  
Athens Area School Board President

By: ____________________________  
Craig Stage, Superintendent

Date: ____________________________  Date: ____________________________
MEMORANDUM OF UNDERSTANDING

Consistent with the Memorandum dated August 28, 1998 from Wayne Boyer to Ruth Owen, which is attached hereto, the District will continue to pay support staff at their individual hourly rate, not to exceed seven and one-half (7 ½) hours in any one day for taking District sponsored classes outside their normal work schedule. It is understood between the parties that this payment will occur, however, only if the bargaining unit member is approved to attend or is directed by the District to attend the class.

Athens Area Educational Support Professional Association

Athens Area School District

By: /s/ _____ By: /s/ _____
## Employee Schedule - Reference Data Sheet

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>DAYS / YEAR</th>
<th>HOURS / YEAR</th>
<th>HOURS / WEEK</th>
<th>HOURS / DAY</th>
<th>DAYS / WEEK</th>
<th>HOLIDAYS</th>
<th>VACATION</th>
<th>WORK SNOW DAYS / SPECIAL HOURS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance Employees</td>
<td>180 +/-</td>
<td>1080 +/-</td>
<td>30</td>
<td>6</td>
<td>5</td>
<td>44</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Ulster, Burnham</td>
<td>260</td>
<td>1300</td>
<td>25</td>
<td>5</td>
<td>5</td>
<td>44</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Lynch AHS-SRUMS-HRJH</td>
<td>260</td>
<td>2080</td>
<td>40</td>
<td>+</td>
<td>+</td>
<td>44</td>
<td>Yes</td>
<td>+8 hours a day Mon-Fri, unless there is a Sat. activity - One 8 hour day, four 7 hour days and 4 hours on Sat, on a rotating basis.</td>
</tr>
<tr>
<td>9-month Employees</td>
<td>205 +/-</td>
<td>1640</td>
<td>40</td>
<td>Same as Above</td>
<td>5-5.5</td>
<td>40</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Part-time (12 month)</td>
<td>260</td>
<td>1040 - 1170</td>
<td>20 - 22.5</td>
<td>0 - 4.5</td>
<td>5</td>
<td>44</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Part-time (9 month)</td>
<td>205 +/-</td>
<td>820 - 922.5</td>
<td>20 - 22.5</td>
<td>4 - 4.5</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Cafeteria Employees</td>
<td>182</td>
<td>910</td>
<td>25</td>
<td>5</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Cafeteria Employees (Full-time)</td>
<td>182</td>
<td>1001</td>
<td>27.5</td>
<td>5.5</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Cafeteria Employees (Part-time)</td>
<td>182</td>
<td>1274</td>
<td>35</td>
<td>(Rowe) 7</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Aides - Library</td>
<td>185</td>
<td>1295</td>
<td>35</td>
<td>7</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Classroom Learning Aides</td>
<td>180 +/-</td>
<td>1080 +/-</td>
<td>30 +/-</td>
<td>6 +/-</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Personal Care Aides</td>
<td>180 +/-</td>
<td>1080 +/-</td>
<td>30 +/-</td>
<td>6 +/-</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Secretaries I &amp; II</td>
<td>185</td>
<td>1724 +/-</td>
<td>37.5</td>
<td>7.5</td>
<td>5</td>
<td>44</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Secretaries III &amp; IV</td>
<td>185</td>
<td>1598</td>
<td>37.5</td>
<td>7.5</td>
<td>5</td>
<td>44</td>
<td>No</td>
<td>By request</td>
</tr>
<tr>
<td></td>
<td>185</td>
<td>35</td>
<td>30</td>
<td>6</td>
<td>5</td>
<td>40</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

* Depending on the needs of the particular classroom/student(s)
Section 8.09 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 district will require use of accumulated personal leave existing prior to the commencement of FMLA unpaid leave. 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);

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
ATTACHMENT - Insert Health Plan Effective July 1, 2010