

Collective Bargaining Agreement

between

**HAZLETON AREA SCHOOL DISTRICT**

and

**HAZLETON AREA EDUCATION ASSOCIATION**

**September 1, 2021**

**through**

**August 31, 2026**

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AGREEMENT

BETWEEN

HAZLETON AREA SCHOOL DISTRICT

AND

HAZLETON AREA EDUCATION ASSOCIATION

This Agreement between the Board of School Directors of the Hazleton Area School District, hereinafter referred to as the Board, or School District, and the Hazleton Area Education Association, hereinafter called the Association, is entered into pursuant to the provisions of the Public Employee Relations Act of 1970 covering the period from September 1, 2021 to midnight August 31, 2026

ARTICLE I – RECOGNITION

The Board hereby recognizes the Association as the exclusive representative of its professional employees in a bargaining unit defined by the Pennsylvania Labor Relations Board in a Certification issued by said Board encompassing all full and regular part-time professional employees including classroom teachers, guidance counselors, nurses, home and school visitors caseworkers, outreach counselors, technology system support, nursing assistants, attendance officers, and others as certified by the PLRB as set forth in said Certification for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment in accordance with the provisions of the Public Employee Relations Act of 1970.

All references to “employee”, “teacher”, “professional employee”, “bargaining unit member”, and “long term substitutes” as defined in Section B, No. 17, etc., shall be construed to include only those people in the bargaining unit as defined by this Article.

ARTICLE II – MANAGEMENT RIGHTS

The Board of School Directors and the School District shall enjoy all of the management prerogatives and discretion accorded by the Pennsylvania School Code in order to meet the educational objectives of the District except to the extent that a specific provision of this Agreement limits the Board’s prerogative or discretion.

ARTICLE III – JUST CAUSE

No member of the bargaining unit shall be discharged without just cause.

## ARTICLE IV – GRIEVANCE PROCEDURE

### A. Definitions

#### 1. Grievance

A “grievance” is hereby defined as:

- (a) A complaint by a bargaining unit member or members regarding the meaning, interpretation or application of any provision in this Agreement, or
- (b) A “grievance as defined herein shall not apply to any matter in which the local association is without authority to act.

#### 2. Aggrieved Person

An “aggrieved person” is the person or persons making the claim.

#### 3. Party in Interest

A “party in interest” is the person or persons making the claim and any person who may be required to take action or against whom action may be taken in order to resolve the claim.

### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

#### 1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement, in writing.

#### 2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.

#### 3. Level One – Principal, Immediate Supervisor or Appropriate Director

A teacher with a grievance shall first discuss it with his/her principal, immediate supervisor or appropriate director, either directly or through the Association’s designated representative, with the objective of resolving the matter informally, within fifteen (15) school days after its occurrence or when the grievant reasonably should have known of its occurrence.

4. Level Two – Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) school days after the decision at Level One or five (5) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three – School Board

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he/she may within five (5) school days after the grievance was delivered to the Superintendent, request in writing that the grievance be referred by the Association to the School Board.

6. Level Four Arbitration

(a) If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within five (5) school days after the grievance was delivered to the School Board, the Association may, within five (5) school days after a decision by the School Board or fifteen (15) days after the grievance was delivered to the School Board, whichever is sooner, submit the grievance to arbitration.

(b) Within ten (10) school days after written notice of submission to arbitration, the Board and the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the Pennsylvania Bureau of Mediation (B.O.M.) by either party. The parties shall then be bound by the rules and procedures of the Pennsylvania Bureau of Mediation (B.O.M.) in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the final statements and proofs on the issues submitted to him. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, reserved by law exclusively for the Board or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association shall be final and binding on the parties.

(d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expense and the cost of the hearing room and court reporter shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Teachers to Representation

##### 1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

##### 2. Reprisals

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

#### E. Miscellaneous

##### 1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. Such grievance must be filed within fifteen (15) school days after its occurrence or when the grievant should have known of its occurrence.

##### 2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, Paragraph 6(c) of this Article.

##### 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any participants.

##### 4. Forms

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

##### 5. Meetings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.



## ARTICLE V – SALARY

Section 1 – The salaries of all employees covered by this Agreement for the school years 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026 shall be set forth in Schedule A attached hereto and made a part hereof. Payments of the compensation set forth on Schedule A shall be made on alternate Fridays during the duration of this Agreement or in one lump sum payment upon request at the end of the school term for those retiring or resigning.

## ARTICLE VI – OTHER BENEFITS

In addition to the salary herein above set forth, the Board agrees to pay other benefits for the benefit of its professional employees as set forth in Schedule B attached hereto and made a part hereof.

## ARTICLE VII – DUTIES OF PROFESSIONAL EMPLOYEES

1. The school term for each year of the contract shall be adopted by the Board of School Directors for a maximum of One Hundred Eighty-Five (185) bargaining unit days. The day before Thanksgiving break, Winter break and the final three days of each school year will be shortened days for students and teachers. Secondary and Middle School student dismissal 11:00, Secondary and Middle School Teacher dismissal 11:40am. Elementary student dismissal 12:00pm, Elementary Teacher dismissal 12:40pm. Members exhausting a benefit day on above mentioned day(s) will be charged a full benefit day.
2. All professional employees that teach a majority of ninth (9th), tenth (10th), eleventh (11th) or twelfth (12th) grade students shall be required to attend graduation ceremonies except for justifiable cause as determined by mutual agreement by a designee of the HAEA and the superintendent. All Association Members must attend two (2) programs per school year.
  - Kindergarten Teachers and Elementary School Nurses: Kindergarten Orientation and Open House
  - Elementary and Middle School Teachers (Grades 1 – 8) and School Psychologists: Meet the Teacher and Open House
  - Secondary Teachers, School Psychologists and School Nurses: Open House and Graduation
  - Meet the Teacher and Open House (of up to 1.5 hours each) and Graduation with the understanding there shall be administrative scheduled compensatory release time during In-service Day.
  - \*Failure to attend either of the functions listed above will require the use of employee leave time for the final day of the school calendar.
3. Parent/teacher conferences will be scheduled by the teacher, guidance counselor or administration during the regular school day. If said scheduling cannot take place and a conference is requested by a parent, the teacher and parent will mutually schedule this post school session.

4. All professional employees will be notified of their tentative building assignment and subject assignment for the school year no later than August 15 preceding the commencement of the year. Except in emergencies, any teacher who is involuntarily transferred after August 15th in any school year shall receive five (5) days written notice of such change. The Superintendent shall have discretionary power to meet the emergency.  
  
Professional employees desiring a change of assignment due to vacancies or other circumstances must request such change in writing stating specific assignment desired and the reason for the requested transfer. The transfer will be granted under the following conditions:
  - a. A vacancy exists.
  - b. The transfer will be in the best interest of the students and curriculum of the concerned school.
  - c. Current Association Members will be considered, without an interview, for posted HAEA positions prior to the position being opened to the public.
5. Professional employees shall report for duties before the first bell in the morning and shall remain on site for a maximum of the hours listed below. These hours include a thirty (30) minute duty-free lunch period with the right to leave the building during this lunch period. Teachers shall remain on site for a maximum of seven (7) hours and thirty (30) minutes per day, provided, however, that a professional employee may be used on a volunteer basis before or after the start of the regular schedule to supervise students. Any teacher who volunteers may start later if held over and leaves early if started early to offset the time worked outside of the regular workday. Selection shall be made on a seniority basis if more than one professional employee volunteers. Thirty minutes each day shall continue to be used for non-instructional staff development.
6. All Act 80 and Inservice Days will follow the 8:00am – 1:00pm (5 hours) time frame with no break for lunch.
7. All individuals paid under the HAEA contract will utilize the fingerprint time clock system at the beginning and end of each school day for security and safety purposes.

#### ARTICLE VIII – ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to deduct Association membership dues from all professional employees who authorize the Board to do so. This membership dues deduction right shall be provided exclusively to the Hazleton Area Education Association. The Association shall have the right to distribute through inter and intra school mail facilities material dealing with the business of the Association and its members. The Association shall have the right to utilize one (1) bulletin board in each building within the School District for the purpose of informing its members of its activities.
2. Association members shall have the right to release time from duties to attend to Association business provided two (2) weeks' notice of request for released time shall be made to the Superintendent and the released time in any school year shall not exceed forty-five (45) man days, collectively. The Board agrees to allow the Association to hold a general membership meeting on each in-service day during the school year, provided that such meeting does not last longer than one (1) hour, on each in-service day, nor conflict with the regularly scheduled instruction program.
3. The negotiating teams of both parties shall meet at the request of either to informally resolve any questions concerning the interpretation and administration of the contract and resolve problems that may arise. These meetings are not intended to by-pass grievance procedure.

#### ARTICLE IX – NO STRIKE-NO LOCKOUT PROVISION

Both parties agree that during the term of this Agreement the employees within this bargaining unit will not engage in a strike (as that term is defined in Act 195) and the School District will not conduct or cause to be conducted a lockout.

#### ARTICLE X – MODIFICATION OF AGREEMENT

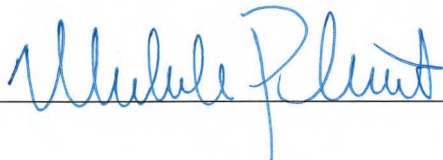
The parties agree that no modification of this Agreement shall be effective during the term thereof unless made in writing, duly executed by the officers of the Board and the Association. If during the term of this Agreement any article, clause, provision or portion of the Agreement is ruled invalid by any court of competent jurisdiction, the balance and remainder of the Agreement shall remain in full force and effect. Any provision of State or Federal law or regulation which may appear to alter or impair the rights of the parties to this Agreement shall be construed in a manner consistent with any judicial interpretation or such law or regulation but so as to whenever possible fully effectuate the terms and intentions of the parties to this Agreement.

The parties hereby agree that negotiations to an Agreement to take effect on September 1, 2026, shall be commenced no later than January 5, 2026, provided that the Association continues to be certified as the exclusive bargaining representative.

\*Any increased benefits other than wages will be effective upon the specified dates.

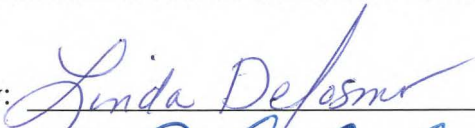
IN WITNESS WHEREOF, the parties have caused and authorized their officers to add their hands and seal this 17<sup>th</sup> day of September, 2021.

HAZLETON AREA EDUCATION ASSOCIATION HAZLETON AREA SCHOOL DISTRICT

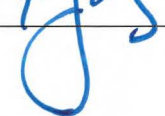
By: 

Attest: HAEA Negotiating Team



By: 

Witness: 

Attest: 

## WAGES - SCHEDULE A

In each year of the contract 2021-2026 bargaining unit members shall receive an increase as follows: 2021-2022, 2.99%, 2022-2023, 2.99%, 2023-2024, 2.99%, 2024-2025, 2.99%, 2025-2026, 2.99%. The foregoing raises are inclusive of step increment. The salary schedules are to be mutually developed and agreed upon. Whenever possible every bargaining unit member will move up one step from the previous year provided the bargaining unit member worked at least 127 days in the previous year.

Placement on salary schedule:

1. All new hires will be placed on appropriate salary step based on his/her number of years of public school professional teaching service according to his/her PSERS statement and other State related retirement systems comparable to PSERS.
2. Vocational Teachers will be placed:
  - On the Standard column at the time of hire and will move to the Bachelor's column at the completion of the Vocational I certificate. Upon completion of his/her Vocational II certificate, he/she will be placed on the Bachelor's +24 column.
  - Vocational Teachers shall be granted credit for years of verifiable industry related experience on the salary schedule (one step for every two years of verifiable industry related experience).

HAEA Salary Schedule 2021-2022									
To Max	Steps	STD	B	B+24	M	M+15	M+30	M+45	M+60
13	1	\$41,499	\$42,570	\$43,570	\$45,277	\$47,172	\$49,561	\$51,474	\$57,489
12	2	\$41,806	\$42,877	\$43,877	\$45,377	\$47,272	\$49,661	\$51,574	\$57,589
11	3	\$42,113	\$43,184	\$44,184	\$45,784	\$47,534	\$49,923	\$51,836	\$57,851
10	4	\$42,420	\$43,441	\$44,441	\$46,041	\$47,836	\$50,325	\$52,238	\$58,253
9	5	\$43,927	\$44,948	\$45,848	\$47,555	\$49,450	\$51,839	\$53,752	\$59,767
8	6	\$45,850	\$46,870	\$47,770	\$49,370	\$51,263	\$53,673	\$55,587	\$61,618
7	7	\$47,771	\$48,842	\$49,592	\$51,252	\$53,146	\$55,683	\$57,489	\$63,569
6	8	\$49,694	\$50,764	\$51,664	\$53,450	\$55,344	\$57,794	\$59,707	\$65,770
5	9	\$51,617	\$52,687	\$53,687	\$55,398	\$57,292	\$59,762	\$61,675	\$67,755
4	10	\$53,539	\$54,609	\$55,759	\$57,359	\$59,254	\$61,743	\$63,656	\$69,753
3	11	\$55,461	\$56,531	\$57,706	\$59,406	\$61,206	\$63,715	\$65,628	\$71,742
2	12	\$57,382	\$58,453	\$59,853	\$61,743	\$63,637	\$66,166	\$68,079	\$74,209
1	13	\$59,355	\$60,425	\$63,825	\$65,525	\$66,918	\$73,667	\$75,530	\$81,627
Max	14	\$61,986	\$63,064	\$66,994	\$71,846	\$74,013	\$76,763	\$78,869	\$86,000

HAEA Salary Schedule 2022-2023									
To Max	Steps	STD	B	B+24	M	M+15	M+30	M+45	M+60
13	1	\$42,534	\$43,605	\$44,605	\$46,312	\$48,207	\$50,596	\$52,509	\$58,524
12	2	\$42,841	\$43,912	\$44,912	\$46,412	\$48,307	\$50,696	\$52,609	\$58,624
11	3	\$43,148	\$44,219	\$45,219	\$46,819	\$48,569	\$50,958	\$52,871	\$58,886
10	4	\$43,455	\$44,476	\$45,476	\$47,076	\$48,971	\$51,360	\$53,273	\$59,288
9	5	\$44,962	\$45,983	\$46,883	\$48,590	\$50,485	\$52,874	\$54,787	\$60,802
8	6	\$46,885	\$47,905	\$48,805	\$50,405	\$52,298	\$54,708	\$56,622	\$62,653
7	7	\$48,806	\$49,877	\$50,627	\$52,287	\$54,181	\$56,718	\$58,524	\$64,604
6	8	\$50,729	\$51,799	\$52,699	\$54,485	\$56,379	\$58,829	\$60,742	\$66,805
5	9	\$52,652	\$53,722	\$54,722	\$56,433	\$58,327	\$60,797	\$62,710	\$68,790
4	10	\$54,574	\$55,644	\$56,794	\$58,394	\$60,289	\$62,778	\$64,691	\$70,788
3	11	\$56,496	\$57,566	\$58,741	\$60,441	\$62,241	\$64,750	\$66,663	\$72,777
2	12	\$58,417	\$59,488	\$60,888	\$66,778	\$68,672	\$71,201	\$73,114	\$79,244
1	13	\$60,390	\$61,460	\$64,860	\$67,560	\$69,253	\$76,252	\$78,115	\$84,212
Max	14	\$63,021	\$64,099	\$68,029	\$72,881	\$75,013	\$77,763	\$79,869	\$87,000

HAEA Salary Schedule 2023-2024									
To Max	Steps	STD	B	B+24	M	M+15	M+30	M+45	M+60
13	1	\$43,642	\$44,713	\$45,713	\$47,420	\$49,315	\$51,704	\$53,617	\$59,632
12	2	\$43,949	\$45,020	\$46,020	\$47,520	\$49,415	\$51,804	\$53,717	\$59,732
11	3	\$44,256	\$45,327	\$46,327	\$47,927	\$49,677	\$52,066	\$53,979	\$59,994
10	4	\$44,563	\$45,584	\$46,584	\$48,184	\$50,079	\$52,468	\$54,381	\$60,396
9	5	\$46,070	\$47,091	\$47,991	\$49,698	\$51,593	\$53,982	\$55,895	\$61,910
8	6	\$47,993	\$49,013	\$49,913	\$51,513	\$53,406	\$55,816	\$57,730	\$63,761
7	7	\$49,914	\$50,985	\$51,735	\$53,395	\$55,289	\$57,826	\$59,632	\$65,712
6	8	\$51,837	\$52,907	\$53,807	\$55,593	\$57,487	\$59,937	\$61,850	\$67,913
5	9	\$53,760	\$54,830	\$55,830	\$57,541	\$59,435	\$61,905	\$63,818	\$69,898
4	10	\$55,682	\$56,752	\$57,902	\$61,502	\$63,397	\$65,886	\$67,799	\$73,896
3	11	\$57,604	\$58,674	\$59,849	\$63,549	\$65,349	\$67,858	\$69,771	\$75,885
2	12	\$59,525	\$60,596	\$61,996	\$68,886	\$70,780	\$74,309	\$76,222	\$82,352
1	13	\$61,498	\$62,568	\$65,968	\$69,668	\$71,561	\$77,560	\$79,423	\$85,520
Max	14	\$64,129	\$65,207	\$69,137	\$74,000	\$76,113	\$78,863	\$80,969	\$88,100

HAEA Salary Schedule 2024-2025									
To Max	Steps	STD	B	B+24	M	M+15	M+30	M+45	M+60
13	1	\$44,990	\$46,061	\$47,061	\$48,768	\$50,663	\$53,052	\$54,965	\$60,980
12	2	\$45,297	\$46,368	\$47,368	\$48,868	\$50,763	\$53,152	\$55,065	\$61,080
11	3	\$45,604	\$46,675	\$47,675	\$49,275	\$51,025	\$53,414	\$55,327	\$61,342
10	4	\$45,911	\$46,932	\$47,932	\$49,532	\$51,427	\$53,816	\$55,729	\$61,744
9	5	\$47,418	\$48,439	\$49,339	\$51,046	\$52,941	\$55,330	\$57,243	\$63,258
8	6	\$49,341	\$50,361	\$51,261	\$52,861	\$54,754	\$57,164	\$59,078	\$65,109
7	7	\$51,262	\$52,333	\$53,083	\$54,743	\$56,637	\$59,174	\$60,980	\$67,060
6	8	\$53,185	\$54,255	\$55,155	\$56,941	\$58,835	\$61,285	\$63,198	\$69,261
5	9	\$55,108	\$56,178	\$57,178	\$58,889	\$60,783	\$63,253	\$65,166	\$71,246
4	10	\$57,030	\$58,100	\$59,250	\$62,850	\$64,745	\$67,234	\$69,147	\$75,244
3	11	\$58,952	\$60,022	\$61,197	\$65,897	\$67,697	\$70,206	\$72,119	\$78,233
2	12	\$60,873	\$61,944	\$63,344	\$70,534	\$72,428	\$75,657	\$77,570	\$83,700
1	13	\$62,846	\$63,916	\$67,316	\$71,016	\$72,909	\$78,908	\$80,771	\$86,868
Max	14	\$65,477	\$66,555	\$70,485	\$75,353	\$77,466	\$80,216	\$82,322	\$89,453

HAEA Salary Schedule 2025-2026									
To Max	Steps	STD	B	B+24	M	M+15	M+30	M+45	M+60
13	1	\$46,559	\$47,630	\$48,630	\$50,337	\$52,232	\$54,621	\$56,534	\$62,549
12	2	\$46,866	\$47,937	\$48,937	\$50,437	\$52,332	\$54,721	\$56,634	\$62,649
11	3	\$47,173	\$48,244	\$49,244	\$50,844	\$52,594	\$54,983	\$56,896	\$62,911
10	4	\$47,480	\$48,501	\$49,501	\$51,101	\$52,996	\$55,385	\$57,298	\$63,313
9	5	\$48,987	\$50,008	\$50,908	\$52,615	\$54,510	\$56,899	\$58,812	\$64,827
8	6	\$50,910	\$51,930	\$52,830	\$54,430	\$56,323	\$58,733	\$60,647	\$66,678
7	7	\$52,831	\$53,902	\$54,652	\$56,312	\$58,206	\$60,743	\$62,549	\$68,629
6	8	\$54,754	\$55,824	\$56,724	\$58,510	\$60,404	\$62,854	\$64,767	\$70,830
5	9	\$56,677	\$57,747	\$58,747	\$60,458	\$62,352	\$64,822	\$66,735	\$72,815
4	10	\$58,599	\$59,669	\$60,819	\$64,419	\$66,314	\$68,803	\$70,716	\$76,813
3	11	\$60,521	\$61,591	\$62,766	\$67,466	\$69,266	\$71,775	\$73,688	\$79,802
2	12	\$62,442	\$63,513	\$64,913	\$71,853	\$73,747	\$77,226	\$79,139	\$85,269
1	13	\$64,415	\$65,485	\$68,885	\$72,585	\$74,478	\$80,477	\$82,340	\$88,437
Max	14	\$67,046	\$68,124	\$72,054	\$76,926	\$79,039	\$81,789	\$83,895	\$91,026

## Other Salaries:

### Technology System Support

- 2021-2022 \$36,000 to increase in percentage in accordance with teacher salary schedule increases.
- On Step 1 Bachelor's of salary schedule unless otherwise indicated on PSERS paperwork.
- Twenty-five (25) vacation days per year.
- Eleven (11) sick days per year.
- Three (3) personal days.
- Said employee will be entitled to column movement and credit reimbursement same as teachers.
- Said employee will receive health coverage and life insurance with the School District same as teachers.
- Upon completion of Bachelor's Degree employee shall be placed on Bachelors.

### Nursing Assistants

- All employees classified as Nursing Assistants will work 7.5 hours a day and shall receive the following:
  - 2021-2022 (185 days) \$39,434
  - 2022-2026 (185 days) to increase in percentage in accordance with teacher salary schedule increases.
- Eleven (11) sick days per year.
- Three (3) personal days per year.
- Said employee will be entitled to credit reimbursement same as teachers.
- Said employee will receive health coverage and life insurance with the School District same as teachers.

### Attendance Officers

- Said employee will be placed on the Standard Column of salary schedule.
- If individual possesses a Bachelor's Degree, he/she will be placed on the Bachelor's step of salary schedule.
- Five (5) vacation days per year.
- Eleven (11) sick days per year.
- Three (3) personal days
- Said employee will be entitled to column movement and credit reimbursement same as teachers.
- Said employee will receive health coverage and life insurance with the School District same as teachers.
- Work schedules for the Attendance Officers follows the regular school year calendar and require all Attendance Officers to work an additional 13 days beyond the school year.
- The Attendance Officer shall receive all other benefits as outlined in the Collective Bargaining Agreement.



## SCHEDULE B - OTHER BENEFITS

### 1. MEDICAL PLANS

- The Board will provide for each employee and spouse (as noted) and dependent to age twenty-six (26) (end of month in which they reach age 26) a self-funded Health Savings Account (HSA) PPO plan administered by a third-party administrator which provides, effective January 1, 2022, for a PPO \$2000/\$4000 deductible with the HASD funding the employee's HSA account as follows:

HSA (Health Savings Account) \$2000 / \$4000 deductible PPO plan as the base plan

- PPO \$500 / \$1500 deductible PPO plan as an optional "buy up" plan
- HSA funding as follows:

	<u>Single</u>	<u>Family</u>
2022	\$1250	\$2500
2023	\$1250	\$2500
2024	\$1000	\$2250
2025	\$875	\$2125
2026	\$750	\$2000

- Monthly Premium Share Contribution as follows:

<u>HSA Plan</u>	<u>Single</u>	<u>EE+1</u>	<u>EE+2</u>
2022	\$30	\$50	\$75
2023	\$32	\$53	\$78
2024	\$33	\$54	\$80
2025	\$35	\$57	\$83
2026	\$36	\$59	\$85

<u>PPO \$500 Plan</u>	<u>Single</u>	<u>EE+1</u>	<u>EE+2</u>
2022	\$75	\$125	\$200
2023	\$80	\$133	\$210
2024	\$85	\$140	\$220
2025	\$90	\$148	\$230
2026	\$95	\$155	\$240

- Wellness Program\* required participation by September 30 of each year. If employees (and spouse) do not participate:
  - HSA plan members will see their yearly HSA funding decrease by \$500
  - PPO \$500 plan members will see a monthly premium surcharge of 10% above the contribution rates listed above

The District will implement a wellness program. The Wellness program will consist of the employee providing Self-Certification of having an annual physical.

The Prescription Drug program is a three-tiered plan. After the deductible has been met the three tiers are as follows for the duration of the agreement:

Generic *	\$ 15
Preferred	\$ 35
Non-Preferred	\$ 50

Note – it is understood that the Third-Party Administrator of the Prescription Program will from time to time have a \$0 cost for some prescriptions on the Generic drug tier.

Nothing in this Agreement shall require the District to extend family coverage or husband and wife coverage under any hospitalization plan to both employees who are married and eligible for coverage under the District plan or the same plan with another employer. Such employees shall be entitled to reinstatement of full coverage in the event of death, divorce or other loss of coverage through his or her spouse.

A committee shall be formed composed of two bargaining unit representatives appointed by the Education Association, one employee appointed by the Hazleton Area Educational Support Personnel Association (ESPA) from the ESPA Unit, one administrator, the Business Manager, the Superintendent and one Board member appointed by the Board. The object of the committee shall be to review health insurance programs which are more cost effective to the employees and the District.

#### Benefit Waiver Policy

- A. All professional employees of the Hazleton Area School District may reduce or waive coverage for medical, dental and vision insurance coverage offered in four (4) available combinations.
  - 1. Medical, dental and vision-
  - 2. Medical.
  - 3. Dental.
  - 4. Vision.
- B. All professional employees of the Hazleton Area School District waiving health insurance benefits will be reimbursed five (5%) percent of the premium cost of the affected coverage. This option is not available to one employee when the spouse is also a District employee.
- C. To exercise waiver of benefits, an employee must submit a completed request for employees benefit waiver to the business office for review and approval. The waiver must be submitted no later than May 15th for implementation in the proceeding school year. The benefit will be pro-rated.
- D. The benefit waiver period begins July 1st of each fiscal year and terminates June 30th of the preceding year.

- E. Payment to the employee for waiver of health benefits will be made on the first pay in December and on the first pay in June of the same school year. Employees hired after July 1st of the school year, and who elect to waive health benefits, will receive a pro-rated reimbursement for the period.
- F. The request to waive health benefits will be on an annual basis unless discontinued earlier for emergency situations as listed below.
- G. Waived health coverage may be reinstated during the year due to an emergency situation. A written request for reinstatement must be submitted to the Business Office. Reinstatement of the affected benefits will occur on the first day of the month proceeding the date of approval. Payment for the waived period of benefits will be prorated.
- H. An emergency is defined as an unforeseen change in an individual's circumstances.
- I. In the event that this provision causes the health insurance coverage for other employees to become taxable under the doctrine of constructive receipt, this provision shall become null and void and all eligible employees shall be granted the health, dental, and vision insurance benefits provided to all other Bargaining Unit employees.
- J. In no event will the waiver policy be used to circumvent any rights of the employee or his/her dependent(s) may have under any state and/or federal rules, regulations, or laws.

Flexible Spending Account - The District will establish a Flexible Spending Account plan in accordance with Section 125 of the Internal Revenue Service regulations, with a mutually agreed upon provider. The District will provide necessary data to the administrator to establish the plan. Authorized deductions will be made from the salaries of employees who voluntarily participate in the plan.

The Board will continue to provide the same individual prepaid dental care policy as has been in effect with individual and dependent coverage. This policy will be equal to or better than the full dental care (100% UCR) excluding orthodontia coverage for bargaining unit member.

The percentages listed below are paid by the carrier.

Employee:

Benefits and Covered Services

Diagnostic & Preventative Benefits 100%

(oral examinations, routine cleanings, x-rays, fluoride treatment, space maintainers)

Basic Benefits 100%

Fillings

Major Benefits 100%

Crowns, inlays, onlays and cast restoration

Endodontics 100%

Root canals

Periodontics 100%

Gum treatment

Oral Surgery 100%

Incisions, excisions, surgical removal of tooth including simple extractions

Prosthodontics 100%

Bridges, dentures

#### For Dependents:

##### Benefits and Covered Services

Diagnostic & Preventative Benefits 80%

(oral examinations, routine cleanings, x-rays, fluoride treatment, space maintainers)

Basic Benefits 50%

Fillings

Major Benefits 0%

Crowns, inlays, onlays and cast restoration

Endodontics 50%

Root canals

Periodontics 50%

Gum treatment

Oral Surgery 50%

Incisions, excisions, surgical removal of tooth including simple extractions

Prosthodontics 0%

Bridges, dentures

\*Fees are based on PPO fees for In-PPO Network dentists and the MPA (maximum plan allowance) for Out of PPO Network dentists. Reimbursement is paid on the carriers contract allowances and not necessarily each dentist's actual fees.

The maximum usage will be One Thousand Five Hundred (\$1,500.00) per person per contract year. Eligible dependent children are covered to age 26. Disabled dependent children are eligible for dental care under the program regardless of age as are physically incapacitated children who are incapable of self-support. There will be no deductible attached to this coverage.

- The Board shall provide vision care insurance for each employee and their dependents. Said coverage to minimally provide annual eye examinations, annual glaucoma testing, annual lenses if required and bi-annual frames as required.
- Part-Time Employees. Part-time employees will receive the pro-ration of the above benefits based on the number of hours worked per day. In order to receive these benefits, part-time employees must agree to pay the balance of the monthly premium as determined by their pro-rated status.

## 2. SEVERANCE PAY

For the duration of this Agreement unused sick leave will be reimbursed as follows:

1 - 100 days	\$60.00 per day
101 – 200 days	\$100.00 per day
201 + days	\$165.00 per day

This amount will be transferred to a tax deferred 403B special pay plan upon retirement. If death occurs during the teacher's term of service, this amount will be paid to dependents.

Severance payments under this section along with the Early Retirement Incentive payments will be made in combined maximum annual installments of twenty thousand dollars (\$20,000). Payments must conclude after five (5) years.

## 3. LIFE INSURANCE

Coverage in the amount of Fifty Thousand Dollars (\$50,000) will be in effect for the duration of this Agreement in Convertible Group Term Life Insurance.

## 4. NOTIFICATION OF SICK LEAVE ACCUMULATION

Notification of sick leave accumulation shall be provided to each employee on or before the beginning of each school year.

## 5. REIMBURSEMENT FOR CREDITS

- (a) The Act 48 Committee has established requirements for credit reimbursement. These requirements will be in effect for the remainder of this contract. It is understood that the following will be made part of the requirements of this Committee:
  - 1. Each teacher interested in credit reimbursement will develop a professional improvement plan.
  - 2. This plan must be approved by the Act 48 Committee before credit reimbursement.
- (b) Reimbursement will apply to both pre-permanent certification and post- permanent certification, On-line courses from an accredited university will be eligible for reimbursement subject to superintendent's discretion.
- (c) 6 credits will be reimbursed per year until the employee reaches the Masters column. After employees reach the Masters column 3 credits will be reimbursed per year.

Employees currently in the District as of the signing of this agreement are grandfathered.

- Grandfathered employees will follow:
  - Members may utilize all credits, for column movement, that have already been completed.
  - All future courses taken for M+ movement must be graduate level courses and must be preapproved regardless if member is seeking reimbursement.
  - After M +60 is achieved no courses will be reimbursed
  - No I.U. courses taken as of December 16, 2013 will be recognized after the expiration of this Contract.
- New employees hired after the signing of this agreement will be subject to the following wording along with the provisions above:
  - As of the date of signing of the agreement, credits accepted by the district for purposes of moving horizontally across the salary scale (Masters to M+15, M+30, M+45 & M+60) must be obtained AFTER the confer date of the Master's Degree as per the official transcript. All credits to be applied for M+15, M+30, M+45 and M+60 must be graduate level courses.

- (d) There shall be no duplication of reimbursement for credits. If some source, other than the teacher or the G.I. Bill pays or provides payment for said credits, the School District shall not pay reimbursement for same to the extent the other source provides payment, not to exceed the maximum herein provided.
- (e) Every effort shall be made to reimburse teachers for credits within sixty (60) days of receipt of grade and tuition payment receipt along with a copy of the canceled check. Payment shall be made for a grade of "B" or better or any grade designated by the college as satisfactory. Reimbursement shall only be made for credits turned into the Central Office within thirty (30) days following receipt of transcript or notification by the college of course completion.

Reimbursement for credits will be as follows:

Actual cost up to Four Hundred dollars (\$400) per credit will be paid for credit reimbursement.

Bargaining unit members who terminate employment, with the District for any reason, except retirement, within one year of receipt of reimbursement shall pay back 75% of the reimbursement. Bargaining unit members who terminate employment with the District for any reason, except retirement, within two years of receipt of reimbursement shall payback 50% of the reimbursement.

- (f) No more than one column a year shall be recognized. No teacher may move more than five (5) columns during the contract term. Any employee who does not have credits as of May 30, 1998 to advance beyond the Master's column shall be required to attain an earned Master's Degree prior to moving beyond the Master's column.
- (g) Online courses will be used for purposes of moving across columns on the salary scale if those courses are completed at an accredited State College or University.

6. BACHELOR'S +24, MASTERS +15, +30, +45 AND +60

Paid according to the salary scales. SEE SCHEDULE A. One-half (1/2) of all credits must be in the fields of teaching certification unless the employee's Master's Degree is in his or her field or contains at least two-thirds (2/3) of the credits in the field he or she is teaching. Exceptions to the above shall be recognized upon the recommendations of the Superintendent of Schools.

7. MASTER'S IN ONE STEP

Any teacher earning a Master's Degree shall receive the increment in one year as per the attached salary schedule.

8. COVERING CLASS FOR SCHOOL-APPROVED ACTIVITIES

Class coverage/release time shall be made available for collective bargaining members excused for all school-approved activities including, but not limited to, duties related to sports and extra-curricular responsibilities.

9. COLLECTING MONIES

- (a) The Board shall require the carrier of school insurance to provide self-addressed envelopes in which parents desiring student accident coverage would submit payments directly to the firm.
- (b) The Board shall attempt to further reduce the number of instances in which the teacher would have to collect money in class.

10. SALARY DIFFERENTIALS

Teachers already employed by the Hazleton Area School District on or before October 19, 1990, will retain a Seven Hundred Dollar (\$700.00) special education differential and a Three Hundred Dollar (\$300.00) remedial reading differential above that of a regular classroom teacher. Effective September 1, 1991, these differentials will be eliminated for any newly hired employee. It is clearly understood that those teachers already in the employ of the Hazleton Area School District on October 19, 1990, will retain the remedial reading and special education differential.

11. ADDITIONAL PROFESSIONAL DUTY RATES

Teachers who conduct instructional activities or are engaged in training activities after normal hours of the school day or in the summer will receive the Professional Duty Rate. See Section 24 – Extra Curricular Activities List and Salary.



12. COMPENSATION

Compensation shall be granted to appointed teachers and itinerant teachers, in addition to their daily salary, for attendance at educational workshops, seminars, conferences, clinics, field trips and/or travel to building assignments at the IRS rate per mile in each year of the contract for use of private vehicles or the actual cost of transportation, plus conference and/or registration fees, lodging and meals. Approval of the respective principal or supervisor, the Superintendent of Schools and the School Board must be obtained prior to attendance at, and compensation for, the aforementioned functions.

13. PERSONAL DAY

Three (3) personal days shall be granted, without a deduction in wages. If the personal days are unused, they will accumulate in succeeding years. An employee can accumulate an unlimited number of personal days or convert them as sick days or if unused, at the employee's option, may be compensated annually. The employee shall make their decision known to the Payroll Department by June 1<sup>st</sup> of each year and shall be compensated for each unused personal day at the prevailing per diem substitute rate.

An employee is limited to taking a maximum of five personal days per year. Preference will be given for religious holidays.

Upon retirement accumulated unused personal days shall be automatically added to sick leave and be used to calculate severance pay.

Requests for personal days shall be made to the Superintendent of Schools through the immediate supervisor.

A maximum of three percent (3%) of the staff shall be granted personal leave on any one day. Said days cannot be taken during the first or last week of school.

14. TAX SHELTERED ANNUITIES

Provisions shall be made for payroll deductions for tax sheltered annuities, on a voluntary basis, for all personnel. The number of companies used for Tax-Sheltered Annuities shall not exceed ten (10). The Board will attempt to use a collective agency at no cost to the School District.

15. COMPUTERIZED ATTENDANCE

All attendance reports shall be completed by computer.

16. LONG TERM SUBSTITUTES

- (a) A "long term" substitute shall be defined as a teacher hired by the Board as a substitute for a period of One Hundred Twenty-seven (127) days in the same assignment. Such persons shall be paid a salary based on Step 1 of the Bachelor column of the current salary schedule retroactive to Day One of employment.
- (b) Terms and conditions of employment for "long term" substitutes shall be as defined in this subparagraph except for the terms and conditions of employment, benefits with respect to pay for days for in-service training, closing of schools for emergency conditions, eleven (11) cumulative sick days per year and premiums paid professional employees who are recalled to a temporary position from furlough shall be defined by the remainder of this Agreement and not by the provisions of this subparagraph.
- (c) Teachers appointed as "long term" substitutes on prolonged assignments are expected to assume the same responsibilities as regular teachers. They shall receive the same benefits with respect to pay for days for in-service training, closing of schools for emergency conditions, eleven (11) cumulative sick days per year and premiums paid for individual Hospitalization Insurance. Family coverage is available by payroll deduction subject to carrier approval.
- (d) Teachers appointed as "long term" substitutes for a period of One Hundred Twenty-seven (127) consecutive days in any one school year in the Hazleton Area School District shall receive one (1) increment for each such year served.
- (e) Use of up to three (3) sick days by "long term" substitutes shall not be used to void the consecutive term of employment.

## 17. STUDENT TEACHERS

Assignment of student teachers shall be on a rotating basis based on seniority among those with at least five years of teaching experience (most senior within the area of certification has preference), from a list of those interested established by the end of February of the previous year. Should there be insufficient staff who sign up to be assigned a student teacher the District shall assign staff at its discretion.

## 18. EVALUATION

### 1. Evaluation

- A. Teacher's shall be given a copy of any written evaluation or classroom observation report prepared by the evaluator. A mutually agreeable conference date and time to discuss the report will be scheduled as soon as possible. The teacher shall have the right to submit a written response to any written classroom observation or written evaluation which shall be attached to the file copy. Any professional employee shall be entitled to receive a copy of any written evaluation of his/her performance. Said evaluation, in its final format, shall be satisfactory or unsatisfactory.
- B. Any formative evaluation which is less than satisfactory must be accompanied by written specific recommendations for improvement and a mentor assigned.

### 2. Student Evaluation

- A. The teacher shall be responsible for determining grades and other evaluations of students. No grade or evaluation shall be changed without the teacher's knowledge.
- B. Teachers will not be required to post daily grades online for the public until seven (7) school days after assignments have been completed.

19. SALARY CHECKS AND DEDUCTIONS

All School District personnel are paid according to the established salary schedule agreed upon by the Association and the Board.

All School District personnel will be paid every other Friday. The School District shall make provision for direct deposit of payroll through a District designated bank to the employee's bank of choice for all employees.

Deductions that are made from the paychecks are as follows:

<u>First Pay of Month</u>	<u>Second Pay of Month</u>	<u>Third Pay of Month*</u>
Income Tax	Income Tax	Income Tax
Social Security	Social Security	Social Security
Earned Income Tax	Earned Income Tax	Earned Income Tax
Flexible Spending Account	Flexible Spending Account	Flexible Spending Account
Health Savings Account	Health Savings Account	Health Savings Account
TSA	TSA	TSA
Retirement	Retirement	Retirement
Credit Union	Credit Union	Credit Union
Supplemental Insurance	HAEA Dues	Supplemental Insurance
Med. Admin. Fee	United Way/HAEF	Med. Admin. Fee
	Supplemental Insurance	
	Med. Admin. Fee	

\*This third pay in one month occurs only two (2) times during the year.

20. RETIREMENT

Each professional employee must become a member of the Commonwealth's Public School Employees Retirement Board. Deductions will be made by the District in accordance with state schedule. (Refer to salary checks and deductions.) All questions concerning retirement benefits should be directed to the Secretary of the Retirement Board.

## 21. ABSENCES AND LEAVES

### A. ABSENCES

#### (a) Personal Illness

Personal illness is considered a valid reason for absence under the following conditions:

1. Each professional employee is allowed eleven (11) days of absence with pay per year for reasons of personal illness of which up to five (5) noncumulative days per year may be used for immediate family illness or other emergency. Days up to eleven (11) not used in a given year are accumulated. All or part of such accumulated unused sick leave may be taken with full pay in any one or more school year.
2. Absences of more than two (2) consecutive days will require a doctor's certificate.
3. Employees absent on five (5) consecutive days consisting of Mondays, Fridays and the day before or after a holiday may, at the discretion of the Superintendent, be required to submit a doctor's excuse for the last absence.

#### (b) Bereavement

A professional employee covered by these regulations shall, during the school year, receive full pay when absent on account of death in the immediate family of such employee or employees for four (4) school days, with the proviso that if additional days be necessary for burial they will be allowed up to, and including, the day following the day of burial. Members of the immediate family shall be defined as mother, father, sister, brother, son, daughter, wife, husband, mother-in-law, father-in-law or near relative who had lived with the family in the same household, or any person with whom the professional employee had made his or her home.

In the case of death of a near relative, such as: aunt, uncle, first cousin, nephew, niece, brother-in-law or sister-in-law, no deduction in pay shall be made for absence to attend the funeral of such relative for a period not to exceed one (1) day. In the case of death of a grandfather or grandmother, no deduction in pay shall be made for absence not to exceed two (2) school days.

#### (c) Professional Purposes

Absence for professional purposes are authorized as follows:

1. To serve as a delegate of the Hazleton Area School District to a conference of a professional nature.
2. Allowances for travel time may be made at the Superintendent's discretion to receive a degree which occurs during a regular school day.
3. Otherwise, the Superintendent is authorized to allow absences for professional reasons which he/she finds to serve the best interests of the School District. Partial, complete or no pay will be allowed at the discretion of the School Board.

(d) Emergency

The Superintendent, if available, otherwise the appropriate director, is authorized to allow absences for emergencies. Complete, partial or no compensation will be allowed at his/her discretion.

(e) Forfeiture

Those covered by these regulations found guilty of misrepresentation of the facts in order to collect full salary, or a portion of their salary, must forfeit their privileges under these provisions for the balance of the school year and suffer a deduction of all monies paid out under the operation of these rules during the current school year.

A committee of three (3) persons, selected by the Superintendent of Schools, shall investigate and pass upon such cases of suspected guilt as may arise under this agreement. Whatever their findings indicated shall be used as a basis for the Board of Education to take proper action in their decree.

(f) Legal Leave

A professional employee subpoenaed to give testimony as a witness before any legally established judicial or administrative tribunal or to serve as juror shall serve without loss of pay or personal leave. Said employee shall endorse over to the District any fees, excluding expenses, received from the court. A professional employee who is a party to the action is excluded from this provision.

(g) Dock Days

Leave beyond the employees accrued leave (dock days) shall not be permitted without prior approval by the Superintendent. Leave will be granted or denied on a case-by-case basis based upon the facts and the extenuating circumstances necessitating the leave request.

B. LEAVES

Leaves for professional employees shall be allowed by the Board of School Directors for a minimum of one-half (1/2) year. The various types of leaves, together with their provisions, are contained in the following sections. Regardless of the type of leave granted to an employee, the Board of School Directors reserves the right to require such reports and evidence as it deems necessary to insure that the leave is being used for the purpose for which it was granted.

(a) Sabbatical Leave

The sabbatical leave of absence may be granted by the Board of School Directors in accordance with the Pennsylvania School Code.

(b) Maternity Leave

Female employees who become pregnant shall be granted a leave without pay (except as hereinafter provided) for the period such employee is physically disabled by the pregnancy from performing her duties, said physical disability to be certified by a medical doctor as to its beginning and end. The employee shall have the option to exhaust all or part of her accrued sick leave before beginning said leave without pay. The employee shall give the School District fifteen (15) days notice prior to termination of such leave. Seniority rights shall continue to accrue during maternity leave. Maternity and post-confinement leave shall be for a maximum of one (1) year.

(c) Military Leave

The military leave of absence is granted to those employees who become active members of the Armed Forces of the United States, provided that the employee notifies the Secretary of the Board of School Directors in writing within thirty (30) days after receiving notification to report. The employee must agree to return to this District for a minimum of one (1) year following the completion of the military obligation.

All rights and privileges of the employee with respect to length of service for sabbatical leave purposes and seniority, increments and position shall be retained for the entire term of military service. The District shall make all the necessary retirement contributions.

No military leave shall be considered a sabbatical leave.

(d) Health Leave Without Pay

Health leaves may be granted at the discretion of the Board to employees unable to satisfy the requirements for a sabbatical leave subject to the following conditions:

1. In no event shall leave exceed 365 calendar days
2. Leave shall be without any loss of rights or privileges with respect to length of service, increments or position.
3. Leave shall be without retirement contributions. In no case shall the health leave be granted for reasons other than those formally approved by the Board.

(e) FMLA

Family and Medical Leave Act- the parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employees waive the right to exercise any prerogative or right under the act.

If both spouses are employed by the District, each employee shall be entitled to FMLA rights. A year for FMLA eligibility purposes shall be deemed to begin September 1 of each year and end August 31.

Unused personal, sick and family illness (up to five (5) per year) leave days will run consecutively with FMLA leave.

The employee shall have the right to save up to twenty personal illness days for use after return from FMLA leave. This shall not be construed to permit the extension of other leaves following FMLA.

The provisions of the Act are outlined in District Policy 335.

C. PEACE CORPS

Peace Corps leave shall be granted without pay to any teacher who enlists for a period not to exceed two (2) years. Upon return from such leave, a teacher will be placed on the salary schedule at the level which he would have attained had he remained actively employed in the system during the period of absence. Peace Corps is for one (1) year at a time and the teacher must renew his leave for the second year.



#### D. RIGHTS RESERVED DURING LEAVES

1. Employees in the bargaining unit on paid leaves of absence shall continue to receive wages, rights and benefits as set forth in this Agreement.
2. While on unpaid leave, employee shall not lose, but shall not accrue, service credit for salary or retirement purposes unless specified otherwise in this Agreement.
3. Upon termination or expiration of leave, employees shall, if possible, be returned to the same position in the same building as they held prior to the leave with all rights and benefits provided by this Agreement restored.
4. While on unpaid leave an employee has the right to maintain one (1) or any number of group insurances at the employee's expense through a pre-payment plan established by the Board as per current practice.

#### 22. TEACHING CLASSES

It is the understanding of the parties that the increase in the number of teaching classes per day shall not be used as an arbitrary method to accomplish a reduction in force.

#### 23. MENTOR PAY

Employees serving as mentors during or after the normal day shall be compensated at the Additional Professional Duty rate for time served, as verified by accurate records up to a maximum of forty (40) hours. Mentor assignments shall be one mentor to one new teacher per year.

#### 24. EXTRACURRICULAR ACTIVITIES LIST AND SALARY

The District reserves the right to investigate all extracurricular positions and salaries and amend its position later in bargaining.

All of the below listed are for extra duties performed for which neither free time nor a lighter schedule is provided. If free time is allotted, or a lighter schedule provided, there shall be no extra remuneration. Activities not listed on the schedule shall be approved by the Board of School Directors and remuneration therefore shall be as mutually agreed upon by the parties.

Extracurricular salaries shall increase 2021-2022, 2.99%; 2022-2023, 2.99%; 2023-2024, 2.99%; 2024-2025, 2.99%; 2025-2026, 2.99%

<b>Senior High Clubs</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>Anime Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Athena Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Book Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Chess Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Chorus</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Debate Club/Mock Trial</b>	\$3,688	\$3,798	\$3,912	\$4,029	\$4,149
<b>Drama (1 presentation)</b>	\$3,366	\$3,466	\$3,570	\$3,677	\$3,787
<b>Drama (2 or more presentations)</b>	\$6,735	\$6,936	\$7,143	\$7,357	\$7,577
<b>E4E (formerly LGBTQ)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Ecology (2)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Fine Arts</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Foreign Language</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Freshman Class Advisor</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Future Business Leaders</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>History Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>H.O.S.A.</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Hunting &amp; Fishing</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>I Workout Club (2)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>International Heritage Youth Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Junior Acad. of Science (2)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Junior Class Advisor</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Junior States of America</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Key Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Mural Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Psychology Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Science Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>School Newspaper</b>	\$4,123	\$4,246	\$4,373	\$4,504	\$4,638
<b>Senior Class Advisor</b>	\$4,123	\$4,246	\$4,373	\$4,504	\$4,638
<b>Ski Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Sophomore Class Advisor</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Spirit Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Stage Crew</b>	\$2,850	\$2,935	\$3,023	\$3,113	\$3,206
<b>Student Council Adv.</b>	\$4,123	\$4,246	\$4,373	\$4,504	\$4,638
<b>National Honor Society</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Sport Shooting Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>S.A.D.D.</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Treasurer - Activities Fund</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Skills USA (2)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Yearbook Advisor</b>	\$4,123	\$4,246	\$4,373	\$4,504	\$4,638
<b>Professional Duty Rate*</b>	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00

<b>Senior High Sports</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>Head Football/Basketball</b>	\$11,078	\$11,409	\$11,750	\$12,101	\$12,463
<b>Ass't. Football/Basketball</b>	\$6,017	\$6,197	\$6,382	\$6,573	\$6,769
<b>Freshman Boys/Girls Basketball</b>	\$6,017	\$6,197	\$6,382	\$6,573	\$6,769
<b>Head Baseball/ Softball/Track/Swimming/Water Polo</b>	\$6,703	\$6,903	\$7,109	\$7,322	\$7,541
<b>Ass't. Baseball/Softball/Track/ Swimming/ Water Polo</b>	\$4,405	\$4,537	\$4,672	\$4,812	\$4,956
<b>Head Wrestling</b>	\$9,395	\$9,676	\$9,965	\$10,263	\$10,570
<b>Assistant Wrestling</b>	\$4,824	\$4,968	\$5,117	\$5,270	\$5,427
<b>Head Cross-Country</b>	\$5,086	\$5,238	\$5,394	\$5,556	\$5,722
<b>Assistant Cross-Country</b>	\$3,585	\$3,692	\$3,803	\$3,916	\$4,033
<b>Head Soccer/Volleyball/Field Hockey/Lacrosse</b>	\$5,086	\$5,238	\$5,394	\$5,556	\$5,722
<b>Ass't. Soccer/Volleyball/Field Hockey/Lacrosse</b>	\$3,585	\$3,692	\$3,803	\$3,916	\$4,033
<b>Golf/Tennis</b>	\$3,523	\$3,629	\$3,737	\$3,849	\$3,964
<b>Ass't Golf</b>	\$1,792	\$1,846	\$1,901	\$1,958	\$2,016
<b>Bowling</b>	\$3,523	\$3,629	\$3,737	\$3,849	\$3,964
<b>Cheerleading</b>	\$5,086	\$5,238	\$5,394	\$5,556	\$5,722
<b>Ass't. Cheerleading</b>	\$3,585	\$3,692	\$3,803	\$3,916	\$4,033
<b>Ass't JV Cheerleading</b>	\$3,585	\$3,692	\$3,803	\$3,916	\$4,033
<b>Freshman Cheerleading</b>	\$3,585	\$3,692	\$3,803	\$3,916	\$4,033
<b>Band Director</b>	\$6,957	\$7,165	\$7,379	\$7,600	\$7,827
<b>Ass't. Band Director</b>	\$3,775	\$3,887	\$4,004	\$4,123	\$4,247
<b>Color Guard</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Chain Crew/Football (per event)</b>	\$56.55	\$58.24	\$59.98	\$61.78	\$63.62
<b>Ticket Takers, Monitors, Announcers (per event)</b>	\$56.55	\$58.24	\$59.98	\$61.78	\$63.62
<b>Ticket Sellers, Time and Score Keepers (per event)</b>	\$71.05	\$73.18	\$75.37	\$77.62	\$79.94

<b>Middle School Sports</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>Assistant Athletic Director(per season)</b>	\$6,819	\$7,023	\$7,233	\$7,449	\$7,672
<b>Head Wrestling</b>	\$5,074	\$5,226	\$5,382	\$5,543	\$5,709
<b>8<sup>th</sup> Grade Basketball/ Ass't Wrestling</b>	\$3,590	\$3,698	\$3,808	\$3,922	\$4,039
<b>Cross Country/ Softball/Baseball/ (one team)</b>	\$3,094	\$3,186	\$3,282	\$3,380	\$3,481
<b>Soccer/ Track/ Field Hockey Volleyball</b>	\$2,114	\$2,178	\$2,243	\$2,310	\$2,379
<b>Ass't Baseball/Softball/Field Hockey/Soccer/Track/ Cross Country</b>	\$1,792	\$1,846	\$1,901	\$1,958	\$2,016
<b>Cheerleading</b>	\$3,340	\$3,440	\$3,543	\$3,649	\$3,758
<b>Chain Crew/Football (per event)</b>	\$56.55	\$58.24	\$59.98	\$61.78	\$63.62
<b>Ticket Takers, Monitors, Announcers (per event)</b>	\$56.55	\$58.24	\$59.98	\$61.78	\$63.62
<b>Ticket Sellers, Time and Score Keepers (per event)</b>	\$71.05	\$73.18	\$75.37	\$77.62	\$79.94

<b>Middle School Clubs</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>All Middle School Band &amp; Chorus</b>	\$450	\$464	\$477	\$492	\$506
<b>Art Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Band</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Book Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Chorus</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Community Service Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Drama Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Ecology</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Fitness-Health Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>History Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Jr. Academy of Science</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Math Counts</b>	\$450	\$464	\$477	\$492	\$506
<b>National Jr. Honor Society</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>S.A.D.D.</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>School Newspaper</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Spelling Bee</b>	\$450	\$464	\$477	\$492	\$506
<b>Spirit Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Student Council Adv.</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Treasurer of Activities Fund</b>	\$618	\$636	\$655	\$675	\$695
<b>Yearbook Advisor</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Trap and Skeet Club (1 Districtwide)</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Professional Duty Rate*</b>	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00
<b>Elementary School Clubs</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>Elementary Community Service Club</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Elementary Chorus *A minimum of one (1) evening program</b>	\$1,965	\$2,024	\$2,084	\$2,147	\$2,211
<b>Treasurer of Activities Fund</b>	\$618	\$636	\$655	\$675	\$695
<b>Professional Duty Rate*</b>	\$34.00	\$35.00	\$36.00	\$37.00	\$38.00

<b>Technology Site Contact Person</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>HAHS (2)/HACC (2)</b>	\$1,030	\$1,061	\$1,092	\$1,125	\$1,159
<b>1-4 Classroom Teachers</b>	\$515	\$530	\$546	\$563	\$579
<b>5-20 Classroom Teachers</b>	\$721	\$742	\$765	\$788	\$811
<b>21-30 Classroom Teachers</b>	\$824	\$849	\$874	\$900	\$927
<b>31-40 Classroom Teachers</b>	\$927	\$955	\$983	\$1,013	\$1,043
<b>41+ Classroom Teachers</b>	\$1,030	\$1,061	\$1,092	\$1,125	\$1,159
<b>VIRTUAL ACADEMY TEACHERS Grades 6-12</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>	<b>2.99%</b>
	<b>2021- 2022</b>	<b>2022- 2023</b>	<b>2023- 2024</b>	<b>2024- 2025</b>	<b>2025- 2026</b>
<b>*PER STUDENT PER QUARTER</b>	\$167.36	\$172.36	\$177.52	\$182.82	\$188.29

\*pro-ration will occur if student does not complete the entire quarter. All the above listed are for extra duties performed for which neither free time nor a lighter schedule is provided. If free time is allotted, or a lighter schedule provided, there shall be no extra remuneration.

\*Activities not listed on the above schedule shall be approved by the Board of School Directors and remuneration therefore shall be as mutually agreed upon by the parties at a base rate of \$34.00 per hour to increase yearly at the appropriate percentage with a cap of 40 hours until the end of this agreement. Any member on leave of absence from an extra-curricular position will have the right to return to said position.

25. RATIO INDEX

Position	Ratio	Time
Department Head .....	1.08 .....	10 months
Guidance Department Head .....	1.16 .....	11 months
Guidance Counselors .....	1.08 .....	10 months
School Psychologist .....	1.08 .....	10 months
School Nurse (Department Head) .....	1.08 .....	10 months
School Nurse .....	1.04 .....	10 months
Cyberschool Coordinator .....	1.16 .....	11 months
Technology System Support .....	1.08 .....	12 months
(differential language does not apply)		

1.04 = 6.5 days additional beyond the regular school calendar

1.08 = 13 days additional beyond the regular school calendar

1.16 = 26 days additional beyond the regular school calendar

The above ratio will be calculated based on the salary at Master's Degree on Step 14.

26. NO DISCRIMINATION

In accordance with the laws of the United States, the State of Pennsylvania and the established policies and practices of the Board of School Directors, there shall be no discrimination against any employee on the basis of race, creed, color, age, sex, national origin, marital status, place of domicile or membership or participation in, or association with, the activities of professional organizations.

27. PRINTING OF THE AGREEMENT

It shall be the responsibility of the Board to print and distribute a complete copy of this contract to each employee at the earliest possible date.

28. MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employees Relations Act, Act 195. Maintenance of membership means that 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 may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement.

B. The Board will honor such authorization cards pursuant to the maintenance of membership agreement:

(Sample Authorization Card follows)

I hereby authorize the Hazleton Area School District to deduct professional dues from my paychecks in twelve (12) equal installments. I designate the Hazleton Area Education Association to receive the dues and distribute appropriate amounts to the Hazleton Area Education Association, the Pennsylvania State Education Association and the National Education Association.

In the event that I terminate my services in the School District prior to the total of the annual deductions being made, I understand that the balance necessary to complete that total will be deducted from my final paycheck received from the District.

I agree that this authorization shall remain in effect so long as I am an employee of the Hazleton Area School District, unless revoked in writing by me as prescribed in Act 195.

Payment in Full    Signature\_\_\_\_\_

Cash\_\_\_\_\_    Name\_\_\_\_\_

Check\_\_\_\_\_    (Type or Print)

29. DAYS NOT CHARGED

When a professional employee is absent due to injury occurred in the course of employment, such teacher shall have the option to take Worker's Compensation or have the absence charged to such teacher's accumulated sick leave but shall not be entitled to both.



30. REDUCTION IN FORCE

Should the Board of School Directors, at its sole discretion, determine that there will be a required reduction in the teaching force this reduction shall be accomplished in the following successive manner:

- a. Through non-replacement of retired or resigned teaching positions.
- b. Should (a) be insufficient for the required reduction, permanent substitutes will be furloughed.
- c. Should (a) and (b) provisions be insufficient, then temporary professional employees shall be furloughed.
- d. Should (a), (b) and (c) above be insufficient for the required reduction, then permanent professional employees will be furloughed in accordance with the Pennsylvania School Code.

Employees furloughed, as specified above, shall be furloughed in the inverse order of their seniority with consideration of staff realignment based upon their certification. It is the parties' intent that no employee shall be placed on furlough status, if another employee has less seniority in the same area of certification.

Seniority shall be defined as the length of continuous service in the School District, from the date the professional employee was last hired as a professional or temporary professional employee. In the event more than one (1) employee was hired on the same day, seniority will be determined by the drawing of a lot.

Employees who have been furloughed shall annually indicate to the Board of School Directors their availability for re-employment and an address where they can be contacted.

Employees shall be rehired in the reverse order of their furloughing and shall, upon re-employment, be credited with any former service and seniority benefits accrued in their earlier Hazleton Area School District employment.

Seniority and seniority rights shall be broken by resignation, retirement or discharge.

31. MAINTENANCE OF INSTRUCTIONAL CONTROL

A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening injury to others or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.

Both the Board and the Association recognize the importance of the maintenance of quality education and accompanying discipline and further recognize the complexity of problems involved therein. Accordingly, representatives of the Board, administration and faculty shall meet periodically to discuss problems relating hereto and to address and/or modify district policy as it pertains to disruptive students.

32. SELF DIRECTED PROFESSIONAL PREPARATION PERIODS

A. The administration shall make every effort to schedule each bargaining unit member with the equivalent of five (5) self-directed professional preparation periods per week. As long as block scheduling is in effect, for Grades 9 – 12, this planning period/duty period shall be equal to 50% of teaching block. Planning period will be self-directed planning time. Duty period will be administrator directed duty. Should such scheduling be impractical, the bargaining unit member shall receive compensatory time as mutually scheduled by the administration and the bargaining unit member.

B. Except in emergencies, classroom teachers shall not be assigned to any other duties during their daily preparation time.

In the event a teacher must be assigned to teaching duty during his/her preparation period, the following procedure will be used:

1. The principal will ask for volunteers from his/her teaching staff.
2. Teachers will be permitted to add his/her name at any point of school year.
3. Class coverage will be assigned from the volunteer list first. Class coverages will occur on a rotating basis distributing coverages equally among teachers available during period in question.
4. Once that list is exhausted, teachers can be removed from their duties and used to cover the class. Duty Period coverages will occur on a rotating basis distributing coverages equally among teachers available during period in question.

C. Compensatory time which is accrued as a result of the loss of scheduled preparation time will be carried over to the following school year and converted to sick leave.

D. A day for the purpose of earned time will consist of having covered:

1. Elementary seven (7) periods.
2. Middle School (grades 7-8) six (6) periods.
3. High School grades 9-12) six (6) periods.

### 33. RETIREMENT

The District will provide an Early Retirement Incentive to HAEA employees who qualify as follows:

Requirements:

1. Minimum of fifteen (15) years of service in the Hazleton Area School District and retire at the conclusion of the 2024-2025 School Year.

This Early Retirement Incentive will be available as follows:

- Window 1 – employees retire at the conclusion of the 2024-2025 School year for the Cash Payment Option with letter of notification by March 1, 2025. Medical coverage will continue through August 31, 2025.
- Window 2 – employees retire on August 31, 2025, for the Medical Coverage Option with letter of notification by March 1, 2025. Once this ERI funding has been exhausted, for this option, the ability to purchase any future health care through the Hazleton Area School District will be governed by the School Code.

This Early Retirement Incentive will be determined as follows:

- Years of service and remaining sick days determine percentage pay line of final year's salary which is eligible as the incentive.
- Final year salary is equal to Wage Schedule A plus Section 25 Ratio Index only
  - Section 24: Extra Curricular Activities List and Salary/All Professional Duty Rate positions not applicable in calculation of final salary.

Years of service	Accrued unused sick Days			
		0-150		151 or more
15-19		40%		50%
20-24		35%		45%
25-29		25%		40%
30-34		20%		35%
35 or more		15%		30%

Unused Sick and Vacation Days to be paid according to HAEA agreement.

Employees electing the **Window 1** (cash payment option) above and/or employees with unused sick / vacation days will have the payment placed in a tax deferred 403B Special Pay Plan. Payments will be made in combined maximum annual installments of twenty thousand dollars (\$20,000.00) starting in September 2025 not to exceed 5 years. Employees interested in this incentive will be invited to a meeting with Business Office staff for a further explanation and to answer any questions.

If the retired employee should die prior to reaching age sixty-five (65), his/her estate will receive the balance of cash option in annual installments of twenty thousand dollars (\$20,000).

Employees electing the **Window 2** (medical coverage option) will have the District deduct from the specified amount of each employee's monthly premiums. The District is not required to appropriate the amounts needed to fund the premiums in a separate account. It is understood that the funds will be included in the District's General Fund Budget and available for the payment of the retirees' premiums.

- If the retired employee should die prior to reaching age sixty-five (65), his/her spouse shall be given the option of continuing the benefits for as long as sufficient funds exist from the specified amount to pay the premiums.
- When the retired employee reaches age sixty-five (65), this program ceases for both the retired employee and spouse.
- The retired employee and spouse shall have no vested rights to the specified amount. For illustrative purposed, if 1) the retired employee reaches age sixty-five (65); or 2) the retired employee dies prior to age sixty-five (65) and the spouse decides not to continue coverage, the program ceases for that employee and his/her spouse with no rights to the specified amount, credits or any portion thereof.

34. SICK LEAVE BANK - OPERATING GUIDELINES

1. The sick leave bank is voluntary for members of the bargaining unit.
2. Only participating members may withdraw from the sick leave bank.
3. All accumulated sick leave and personal leave must be exhausted before an individual may withdraw from the bank.
4. Upon establishment of the bank, each participating employee will donate one of his/her accumulated days to the bank. Members will not be required to contribute any additional sick days until such time as the bank requires replenishment.
5. When an individual's total leave has been exhausted, the point at which that individual becomes eligible to withdraw days shall be based upon the amount of sick and personal leave accumulated by the individual as of the first day of the contract year in which the request for benefits is made. The waiting period is measured in scheduled workdays as follows:

Accumulated Leave	Waiting Period
Up to 18 days	Five (5) school days
More than 18 days	Three (3) school days
More than 36 days	One (1) school day
More than 54 days	Zero (0) school days
6. All requests for use of days from the sick leave bank will be reviewed for final decision by the Sick Leave Bank Committee. It is understood that the intention is to provide for catastrophic situations such as cancer; coma; massive heart attack; stroke; terminal illness. The Association will appoint the members of the Committee.
7. The maximum number of days that may be withdrawn by an individual in a given school year shall be thirty (30).
8. Employees who do not become members of the bank when it is established may become members in any subsequent year by donating to the bank the number of days so far relinquished by the participants in the bank; these members are subject to a one-year waiting period before they may withdraw from the bank.

New employees may become full participants in the bank without any waiting period provided that they donate one day to the bank in the first year of their employment.
9. Requests for withdrawal from the bank shall be made in writing to the Committee, which will approve the withdrawal at their discretion.
10. Nothing contained herein shall be construed to modify the discretionary powers of the Board to grant additional leave.

35. DRESS CODE

Professional Educators will be expected to dress in appropriate attire.

36. PARTIAL TEACHER

In order to accommodate the increasing number of students, a partial teacher position has been created. The following items will illustrate the conditions of employment for aforementioned individual.

1. Individual teacher will teach a minimum of 2 intensive scheduling blocks per day at the high school level, 3 period classes at the middle school level, or 3.5 period classes at the elementary school level.
2. Individual teacher will receive individual medical, dental and vision, life benefits, 1 personal and 5 sick days (cumulative) as per the HAEA Collective Bargaining Agreement.
3. Individual teacher will be the next full-time teacher hired in select subject area.
4. Individual teacher will receive the equivalent of one-half (1/2) Step 1, Bachelor's salary according to HAEA Collective Bargaining Agreement.