



AGREEMENT

NORTH EAST SCHOOL DISTRICT

AND

NORTH EAST EDUCATION ASSOCIATION

July 1, 2019 - June 30, 2023

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**AGREEMENT BETWEEN
NORTH EAST SCHOOL DISTRICT
AND
NORTH EAST EDUCATION ASSOCIATION
FOR
2019-2023**

I. Recognition

- A. The North East Education Association is hereby recognized by the North East School District, as the bargaining agent for the regularly employed full time teachers, guidance counselors, librarians, and nurses under regular contract, who collectively are to be known as the bargaining unit under conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.
- B. Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- C. Definitions of Abbreviations or terms used in this contract:
 - 1. Member or Members – Members of the bargaining unit as defined in paragraph A above.
 - 2. NEEA – North East Education Association
 - 3. District – North East School District
 - 4. Board – North East School District Board of School Directors
 - 5. Administration – Those persons employed as members of the District Administrative Staff. At present, this would include the Superintendent, Principals, and Assistant Principals.
 - 6. Superintendent – The regularly elected Superintendent of the North East School District.
 - 7. Day – The regular member employment day as provided in this contract. The exact times for beginning the contractual day may vary by building, but the length of the day is the same regardless of building.
 - 8. School Year – The adopted school calendar which provides for member employment days.
 - 9. Fiscal Year – The period starting July 1, of a typical year and ending June 30 of the following year.

II. Term of Agreement

The term of this agreement shall begin on July 1, 2019, and shall continue in full force and effect until June 30, 2023 or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

III. Modification

The parties agree that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

IV. No Lock Out – No Strike Provision

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

V. Grievance Procedure

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

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure as follows:

A. Definitions

1. Grievance

A "grievance" shall mean a complaint by a member or members of the unit that there has been an alleged violation, misinterpretation, or misapplication of a term or terms of this agreement. The NEEA may process a grievance through all levels even when an aggrieved member does not wish to do so.

2. Grieving Employee

A "grieving" employee is a person or persons making the claim.

3. Days

The term "days" when used in this procedure shall, except where otherwise indicated, mean member employment days; thus weekend or vacation days are excluded.

B. Procedure

1. Time Limits

- a. 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.
- b. The time limit specified may be extended by mutual agreement in writing.
- c. Presentation of the grievance shall be within ten (10) days of the time when a member has knowledge of the alleged grievance. Time limits may be reduced at any level by mutual agreement between the grievant and the supervisor, Superintendent or the Board. The time limits set forth herein shall continue through the summer vacation period until the grievance is resolved except the district's response shall be increased to fifteen (15) days for the months of June and July (once the school year is concluded). The term "days" during the summer vacation period shall mean calendar weekdays, excluding weekends and holidays.
- d. Failure of the grieving member to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning the particular grievance.
- e. Receipt of the grievance and answer thereof at each level shall be recognized by the initialing and dating of both copies of the grievance by the appropriate parties or their representative.

2. Level One – Immediate Supervisor

- a. Any member or members may present his/their grievance to his/their immediate supervisor. Such grievance shall be in writing and must state specifically (1) that the grievance procedure is being invoked; (2) the nature of the grievance; and (3) the specific terms of the contract on which the grievance is based. The grieving employee may appear alone or with a representative of the bargaining agent.
- b. Within five (5) days of the receipt of the grievance, the immediate supervisor shall inform the grieving member of his decision and shall provide same with a brief statement in writing of the reason.

3. Level Two – Superintendent

- a. If the grieving member is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered, he shall file the grievance in writing concurrently with the Superintendent and the bargaining agent within five (5) days after the decision at Level One or ten (10) days after the grievance was presented. If a representative is to appear, this shall be designated in the written appeal or in the initial conference.
- b. Within ten (10) days of receipt of said appeal, except in case of emergency or absence, the Superintendent shall conduct a hearing.
- c. The immediate supervisor of the grieving member who rendered a decision on Level One shall be given notice and the opportunity to be present and participate in the hearing.
- d. Within eight (8) days of the hearing, except in case of emergency or absence, the Superintendent shall inform the grieving member and the bargaining agent of his decision and shall provide the same with a brief statement in writing of the reason for the decisions.

4. Level Three – School Board

- a. If the member is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within eight (8) days after the grievance was delivered to the Superintendent, the grievant shall, within five (5) days after a decision was delivered to the Superintendent, request in writing a hearing by the Board. The Board or a committee of the Board shall conduct a hearing no later than fifteen (15) days after receiving the request, providing the grievance has not been resolved.
- b. Within five (5) days following the next regularly scheduled school board meeting after the hearing, the Board shall inform the grieving member and bargaining agent of its decision and shall provide same with a written statement of the reason for the decision.

5. Level Four - Arbitration

The Association shall, within twenty (20) days of receipt of notification of the disposition of the grievance or within thirty (30) days of the hearing under Level Three, notify the Board in writing of his desire for binding arbitration of the grievance. The Board and the Association will within ten (10) days of such notification begin selection of an arbitrator. Further provisions for the binding arbitration procedure shall be as stated in Section 903, Act 195.

C. Miscellaneous

1. Assistance

A grieving member may seek and use the assistance of two (2) designated representatives in the presentation and for appeal of any grievance at Level two and above. He/they may also use professional legal counsel in the presentation and for appeal of any grievance. The costs incurred by the grieving member of the unit will be borne by that member of the unit.

2. Unobstructed Use

It shall be the firm policy of the Board to assure to every member the unobstructed use of the grievance procedure without fear of reprisal and without prejudice in any manner to his/their professional or employment status.

D. Discipline

Subject to the following provisions, no employee covered by this Agreement shall be disciplined except for just cause.

1. This Section does not apply to long term substitutes (i.e., those without a professional employee's contract or a temporary professional employee's contract) or to temporary professional employees. Such employees do not have access to the grievance procedure in disciplinary matters.
2. For professional employees, "just cause" shall be deemed to exist in cases involving discharge, if, under the Public School Code and interpretive court and tenure appeal decisions, the employee could have been lawfully dismissed by the District.
3. Should a grievance under this Section involving a dismissal be processed to arbitration, once an arbitrator concludes that the facts are such that a professional employee could have been lawfully dismissed under the Public School Code and related interpretive authorities, he shall have no authority to modify the penalty of discharge or to reinstate the employee.

VI. Separability

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

VII. Compliance Between Individual Contract and Master Agreement

If an individual contract of a member contains any language inconsistent with this agreement, this agreement shall be controlling.

VIII. Expenses

- A. Copies of this agreement will be furnished to all members plus ten (10) extra copies given to the association president. The cost of preparation being shared equally by the Board and the association for a total of 150 copies.
- B. All expenses of the bargaining agent shall be borne by the bargaining agent.

IX. Association Rights

A. Bulletin Boards

The bargaining agent shall have in each school building the right to supply, install, and maintain a bulletin board of reasonable size in each faculty room as directed by the principal. Copies of all materials shall be given to or examined by the principal prior to posting.

B. Mail Facilities

The bargaining agent shall have the right to use school mail and electronic mail facilities within the District. A copy of all materials shall first be given to the building principal.

C. Leave

Up to five days (total per year) with pay shall be available for representatives of the Association to attend conferences or conventions of state and national affiliated organizations. The Association shall reimburse the District for the cost of substitutes. The Association President shall designate who may use those days for Association business. Those using the days must give two weeks' advance notice.

X. Transportation Reimbursement

A member shall be compensated at the established District rate for use of his or her own automobile on school related activities which are given prior approval by the Superintendent and the Board.

XI. Notification of Teaching Schedule

Each principal shall meet with each member in his/her building and discuss a tentative schedule before the end of each school term. In the event that changes in tentative schedules are made, all members affected will be notified. The members will be consulted before revision, if possible. All members shall receive notice of their tentative schedules for the forthcoming year no later than August 1.

XII. Vacancies and Transfers

- A. Within ten (10) member employment days after a vacancy becomes official in a professional position, extracurricular, or athletic coaching assignment, between the first and last member employment days of the regular school calendar, the administration shall place notice of same in the various building administrative offices and faculty rooms for a period of seven (7) member employment days. This notice shall include a description of the vacancy to be filled and the desirable qualifications. Members shall indicate their interest in a particular vacancy in writing within the aforementioned seven (7) day period by forwarding same to the principal who will transmit it to the Superintendent. The member shall set forth the position or assignment requested and his/her qualifications. The Superintendent shall reply to all of these communications within an additional seven (7) member employment days.
- B. When a vacancy as described in "A" above becomes official outside of the regular school year calendar, the notice as defined in "A" above shall be posted as defined in "A" above and shall be transmitted through the school e-mail addresses. A phone call and/or text notification will be transmitted by the One Call system alerting members that a posting has been sent to the school e-mail address. A copy of any such notice shall be mailed on the same day as the original posting to the President of the Association. Interested members shall apply as indicated in "A" above, and their response in writing or electronically must be received at the school district business office within seven (7) calendar days from the date of mailing of the notice. The Superintendent shall reply to all of these communications within an additional seven (7) calendar days.
- C. If the original posting results in a subsequent vacancy, the posting notification process as defined in "B" above shall be used except that interested members response must be received at the school district business office within three (3) calendar weekdays. This section would apply to all subsequent vacancies as a result of the original posting.
- D. The time limits outlined in this subsection shall be waived in case a vacancy occurs during the month of August in order to provide adequate staffing for the opening of school.
- E. Member applicants with equal or greater qualifications shall receive a position before outside applicants. The senior member shall receive the position if his/her qualifications are equal or greater and consecutively completed at least two (2)

years of employment with the North East School District. Extracurricular and athletic positions are excluded in this paragraph.

- F. The administration will receive and consider requests for transfers at any time. A "Transfer" shall be defined as a change of grade level, subject area, and/or building. The following factors must enter into every transfer whether requested or involuntary:
1. Full knowledge of member involved before the fact.
 2. Reduction of force, decreased enrollment and revision of curriculum.
 3. Certification and capability to handle the new or "transferred" position.
 4. The right to appeal to the Board of School Directors or any committee thereof when the member is dissatisfied with the transfer or planned transfer.

XIII. Membership Dues Deduction

- A. The Board shall deduct from the salary of the member, membership dues of the association and transmit the deductions to the association provided the Board has been presented with an authorization form signed by the individual members authorizing such deductions.
- B. The monies deducted in accordance with Paragraph A of this Article shall be transmitted to the association on a monthly basis.
- C. The association shall indemnify, defend and save the Board harmless against all claims, demands, suits, or other forms of liability that arise out of or by reason of action taken by the Board in reliance upon the payroll deduction authorization forms submitted by the association to the Board.
- D. All payroll deduction authorization forms shall be collected and approved by the association, which shall submit same to the District. An employee shall have the right to revoke such authorization by giving written notice to the District fifteen (15) days prior to June 30th of each year and/or fifteen (15) days prior to the expiration date of this Agreement.
- E. Payroll deduction authorization forms shall be printed at the expense of the association in the following form and presented to the Board by the end of the third week of October to qualify for deductions. The Board will be notified before the third week of October of the amount of yearly dues to be deducted while this agreement is in effect.
- F. The monies will be deducted in fifteen (15) equal consecutive installments starting with the first pay of November of each year covered by this agreement.

PAYROLL DEDUCTION AUTHORIZATION FORM

NAME _____

ADDRESS _____

SOCIAL SECURITY NO. _____

BUILDING _____

I, the undersigned, a professional employee of the North East School District, authorize the North East School District to deduct regular membership dues from my salary as certified by the authorized officers of the North East Education Association. This authorization is to remain valid until the expiration of the present agreement between the North East School Board and the North East Education Association or any extension thereof unless a written revocation is given to the North East School Board and the North East Education Association during the fifteen (15) day period prior to June 30th of each year and/or fifteen (15) days prior to the expiration date of the present Agreement.

SIGNATURE _____ DATE _____

Approved by the North East Education Association.

BY _____

XIV. Wages, Salary and Other Employee Provisions

The parties agree that wages, salaries and other employee provisions to be affected by this agreement are accurately reflected in the Appendices made part of this agreement, and that all items set forth in the Appendices shall remain in force for the period of this agreement. In the event that the terms of this agreement shall be extended as provided in Article II of this agreement and in the event that such mutually agreed upon changes result in a condition of such extension, then revised Appendices shall be executed by the parties and attached to and made part of this agreement.

XV. Information

- A. The Board agrees to furnish the Association president, upon request, electronic copies of the agenda, Board minutes, Tentative Budget, the Final Budget, Master Group Insurance Contract and the Annual Financial Report.
- B. The Board will make available to the Association, during regular business hours, all public records and the public documents. During such regular business hours members of the Association, during their non-working hours, shall have the right to inspect and have copies made of such public records. The Association shall reimburse the Board for any such copies of the District's cost per sheet.
- C. One letter per year by the Association president shall serve to assure the timely receipt of the agendas and the Board minutes each month.

XVI. Inservice Orientation

All newly employed members will attend an orientation meeting for the purpose of disseminating information. Copies of handbooks, agreements, the teaching schedule where applicable, schedule of paydays, and other appropriate material shall be distributed and explained at this meeting. The Association president shall be invited to attend this meeting and shall be permitted to make a brief presentation.

XVII. Use of Buildings

The Association and its representatives shall be allowed the free use of school buildings at reasonable hours for meetings with the approval of the building principal, and in accordance with the established use of building procedures, upon two (2) days notice. Any changes from these requirements must be approved by the administration.

XVIII. Notice of Salary Form

- A. The Board shall notify each member prior to August 1, on a suitable form, the member's position with regard to salary notices for the coming year. A duplicate form shall be placed in each member's personnel file. The information contained on this form shall include school year, type of contract, effective date of

employment (if new employee), salary schedule (if established), step number, salary (if established) and accumulated sick leave.

- B. Upon appointment of a member by the Board to a supplemental position, the Board will execute a "Professional Employee Supplemental Contract." This contract will include the effective date, the position to which appointed, the term of agreement, and the supplemental salary. This contract will be signed in duplicate by the member and the Board. One copy will be given to the member and the other copy will be placed in the member's personnel file in the District.

XIX. Personnel File

- A. No material derogatory to a member's conduct, service, character, or personality shall be placed in his or her personnel file unless the member has had an opportunity to review such material. Any copies of correspondence to the member or involving the member shall be filed in the member's personnel file only if originals or copies have been given to the member. The member shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent, or his designee, and attached to the file copy.
- B. The member, at a prearranged time, shall be permitted to examine all material in his or her file, with the exception of letters of recommendation relative to his employment in this District. The member shall indicate in a written memo, to be placed in his file, that he has examined same.
- C. The member shall have the right to make a copy of the material in his or her file with the exception of letters of recommendation relative to his employment in this District, using the copying facilities in the school office at the cost of the employee requesting the copy.

XX. Complaint Procedure

Any complaint serious enough to be noted in the member's personnel file regarding a member, made to any member of the administration by any parent, student, or other person, shall be promptly investigated and called to the attention of the member. The member shall be given an opportunity to respond to and/or rebut such complaint. Every effort shall be made by the administration to arrange a meeting or conference between the complainant and the member if requested by either party. The member shall have the right to be represented by the Association and/or counsel at any meetings or conference regarding such complaints.

XXI. Meetings and Hearings

Whenever any member is requested to meet with any administrator, the member will attend. Such meetings will be scheduled within the regular work day. When the meeting relates to disciplinary action or potential disciplinary action against the member, unsatisfactory evaluations, or employee assistance plans, the member may request at any time that a maximum of two designated representatives attend. When representatives attend, the meeting may be scheduled outside of the regular work day.

XXII. Effective Date

This agreement is made and entered into this 16th day of May, 2019 and by and between the North East School District and the North East Education Association.

NORTH EAST SCHOOL DISTRICT

NORTH EAST EDUCATION ASSOCIATION

By 

Nicholas C. Mobilia, President

By 

Eric C. Scouten, President

715010

APPENDIX A

I. A. Salary Schedule

2019-2020		
STEP	BACH	MAST
1	44,495	45,595
2	45,495	46,595
3	46,495	47,595
4	47,495	48,595
5	48,495	49,595
6	49,495	50,595
7	50,495	51,595
8	51,495	52,595
9	52,495	53,595
10	53,495	54,595
11	54,495	55,595
12	55,495	56,595
13	56,495	57,595
14	57,495	58,595
15	58,495	59,595
16	59,495	60,595
17	60,495	61,595
18	61,695	62,795
19	63,595	64,695
20	65,595	66,695
21	67,595	68,695
22	69,595	70,695
23	71,595	72,695
24	73,595	74,695
25	75,685	76,949

2020-2021		
STEP	BACH	MAST
1	45,050	46,150
2	46,050	47,150
3	47,050	48,150
4	48,050	49,150
5	49,050	50,150
6	50,050	51,150
7	51,050	52,150
8	52,050	53,150
9	53,050	54,150
10	54,050	55,150
11	55,050	56,150
12	56,050	57,150
13	57,050	58,150
14	58,050	59,150
15	59,050	60,150
16	60,050	61,150
17	61,050	62,150
18	62,250	63,350
19	64,150	65,250
20	66,150	67,250
21	68,150	69,250
22	70,150	71,250
23	72,150	73,250
24	74,150	75,250
25	76,265	77,529

2021-2022			2022-2023		
STEP	BACH	MAST	STEP	BACH	MAST
1	45,590	46,690	1	46,150	47,250
2	46,590	47,690	2	47,150	48,250
3	47,590	48,690	3	48,150	49,250
4	48,590	49,690	4	49,150	50,250
5	49,590	50,690	5	50,150	51,250
6	50,590	51,690	6	51,150	52,250
7	51,590	52,690	7	52,150	53,250
8	52,590	53,690	8	53,150	54,250
9	53,590	54,690	9	54,150	55,250
10	54,590	55,690	10	55,150	56,250
11	55,590	56,690	11	56,150	57,250
12	56,590	57,690	12	57,150	58,250
13	57,590	58,690	13	58,150	59,250
14	58,590	59,690	14	59,150	60,250
15	59,590	60,690	15	60,150	61,250
16	60,590	61,690	16	61,150	62,250
17	61,590	62,690	17	62,150	63,250
18	62,790	63,890	18	63,350	64,450
19	64,690	65,790	19	65,250	66,350
20	66,690	67,790	20	67,250	68,350
21	68,690	69,790	21	69,250	70,350
22	70,690	71,790	22	71,250	72,350
23	72,690	73,790	23	73,250	74,350
24	74,690	75,790	24	75,250	76,350
25	76,825	78,089	25	77,405	78,669

- I. B. 1. All members shall be given one (1) year of credit for each year or $\frac{3}{4}$ or greater fraction thereof employed in the local district.
- 2. Professional employees to be employed with experience outside of the local district, shall be placed on a step according to the years credited through negotiations between that individual and the Board.

II. Days of Employment

- A. The negotiated annual salary is based upon 186 days of employment. If additional days are scheduled in the calendar, they will be paid on the basis of 1/186 of the annual salary for each day worked. If additional days are contracted with members, compensation will be on the basis of 1/186 of the annual salary for each day worked. In the event the members work less than 186 days or take unpaid or unauthorized leaves of absence, then said members shall have such days deducted from their salary at the rate of 1/186 times said salary for each day.

- B. Included in the 186 days there will be two (2) inservice member work days: one (1) day prior to the first student day and one (1) day at the close of the first semester. Said work days will be strictly for clerical and room preparation.

III. Teacher Day

The length of the school day for all members shall be 7-1/2 hours effective on the day of signing of this agreement. This is the amount of time that exists between the starting time and finishing time as set by the Board and includes one-half hour of duty-free lunch time. Any change from this requirement for individual cases must be approved by administration.

- A. In addition to the time required above, members shall attend such administrative or inservice meetings as may be called by their immediate supervisor. This period of time shall not exceed one (1) hour per month and shall be worked as an immediate extension of the work day. There shall be no more than four (4) meetings per month with a minimum of 15 minutes per meeting. Members shall be notified 24 hours prior to said meetings except in a bona fide emergency situation.
- B. Any member employed by the District for homebound instruction, adult education, summer school, driver training, homework help, or detention duty beyond the contractual day or year, shall be paid at the rate of:

2019-2020	\$22.00 per hour
2020-2021	\$23.00 per hour
2021-2022	\$24.00 per hour
2022-2023	\$25.00 per hour

- C. Any member employed by the District who participates in a workshop outside the contractual day or year and not addressed by Appendix A, Item X-B School Visitations and Educational Conferences, shall be paid at the rates specified in B above for all hours in attendance.
- D. Member participation in Sections B and C will be strictly voluntary.
- E. All workshops offered by the Board shall be advertised by the Superintendent or designee and posted in each school for at least ten (10) days prior to selection of personnel to participate.
- F. Teachers who desire to participate in these workshops shall notify the Superintendent or designee prior to the closing date listed in the advertisement
- G. The District agrees to provide preparation time to teachers as reflected by past practice. The parties recognize that the exact amount of such time, and its scheduling, is subject to change by the District, but the preparation period will be

continuous and, on average over a two-week period, at least equal the time of an academic period per day when school is in session.

Shared Itinerant Teachers: The parties recognize that special circumstances can arise as it relates to shared itinerant teachers. In instances where a teacher has to teach classes in multiple buildings, the teacher will weekly receive the allotted time for preparation based on the length of the preparation period in the building where they teach a majority of their classes. The time allotted, in these instances, may not be continuous but will never be less than 30 minutes at one time on any given day. Teachers in this classification are not to be assigned any other duties excluding home room.

Secondary Scheduling: The parties recognize that the District may in the future discontinue “block scheduling”. Although they recognize the District’s right to change the student schedule, should the District elect to do so, planning time shall be adjusted such that no fewer than 250 minutes per week is provided on an average over a two-week period.

For as long as the block schedule currently in effect remains, up to 30 minutes of the current 87 minutes of daily plan time may be used for assignment to non-teaching duties. These non-teaching duties will be assigned at the beginning and/or end of the scheduled plan time.

IV. Payment

- A. All payroll disbursements shall be made by direct deposit. Each member shall receive his or her annual salary in twenty-six (26) equal payments.
- B. Members may elect to choose to take a lump sum distribution of their remaining accrued salary for the summer months by notifying the administration office in writing by April 15. Any of these members could withdraw these requests no later than May 15. This amount shall be payable on the first pay in June.

V. Increments Beyond Master's Degree or Master's Equivalency

- A. Additional increments shall be added beyond the master's degree or master's equivalency for each six graduate semester hours of credit up to a maximum of eight (8) increments per the following schedule:

2019-2020	\$325.00
2020-2021	\$350.00
2021-2022	\$375.00
2022-2023	\$400.00

- B. Graduate study must be approved by the Superintendent before it is started if additional salary increments are expected to be established. Generally, graduate

study should be directed toward doctoral study, certification, and improvement or enrichment of classroom instruction.

- C. Any member may substitute a maximum of twelve (12) I.U.#5 inservice credits to count toward the maximum of eight (8) increments beyond the master's degree or master's equivalency. In no case shall the District count more than twelve (12) I.U.#5 inservice credits in determining the number of increments a member shall be credited.
- D. Graduate credit received before employment in the District must be evaluated by the Superintendent if these credits are to apply toward additional salary increments. Only graduate credits earned after the master's degree or master's equivalency is granted will be considered for additional salary increments.
- E. The additional salary increment will be effective in September upon assurance by the member that the credits have been earned. This must be confirmed by submission of an official transcript and/or inservice credit letter prior to December 1. These transcripts will become a permanent part of the school record and will not be returned to the member.
- F. Any member wishing to receive money for credits above the master's degree or master's equivalency must file a notice of intent in writing before April 1 of the school year preceding the school year in which the additional salary is expected. No penalty is attached for anyone who does not carry out the intent. Failure to file this notice of intent prior to April 1 will result in the increments under this section being delayed until the following school year.
- G. Each member who has earned a doctorate will receive an additional increment in the amount as specified in the schedule in "A" above in addition to the increments described in "A" above.

VI. Retirement Severance Payment

- A. North East School District shall pay to members who have been employed in this District for the last ten (10) years, a severance payment of \$50 per year for all the years in the District. Maximum payment will not exceed \$2,000.
- B. In addition to the above provision, each member who retires with twenty (20) or more years of service in this District may convert unused sick days at the following rate:

\$125 per day of unused sick leave to a maximum of \$25,000.
- C. The member, to be eligible for payment under this section, must notify administration that he or she is retiring from the profession, under the options of the Pennsylvania Public School Employees' Retirement System. Members retiring at the conclusion of a school year must submit a letter of retirement no later than March 1st during that school year. If the member does not submit a letter of

retirement by March 1st, then retirement severance payments will be delayed until July of the following year.

- D. Amounts due shall be paid as follows:
1. Lump sum payment, if the total amount due is less than \$5,000.
 2. Payment to a qualified HRA, if the total amount due is \$5,000 or more.
 3. Lump sum payments may be set aside, in whole or in part, for monthly hospitalization payments if the retiree remains enrolled in the District's health insurance program.

The option selected will become effective immediately after the last day of service. Lump sum payments will be made with a separate check.

Should a member die while employed in this District and be qualified by having his/her last eight (8) years of service in this District, the severance payment will be a separate check with the member's final check.

VII. Tuition Refund

- A. Incentive pay for additional college training or inservice credit approved by the Intermediate Unit #5 Inservice Council and/or the Department of Education for a member's professional improvement or certification will be paid at the actual cost up to \$75 per semester hour, up to 15 credits per year.
- B. Additional college training will be paid at the actual tuition cost up to the current cost per semester hour at Edinboro University of Pennsylvania, up to 15 credits per year if prescribed and directed by the principal and in consultation with the Superintendent and teacher.
- C. Additional college training will be paid at the actual tuition cost up to the current cost per semester hour at Edinboro University of Pennsylvania, up to 21 credits per year if part of an approved master's degree program at any accredited college or university.
- D. Any member wishing to receive payments for credits must file a letter of intent in writing indicating an estimated number of credits to be secured. This must be submitted before April 1 of the school year preceding the school year in which payment is to be made. No penalty is attached for anyone who does not carry out his intent. This applies whether the actual amount is greater or less than the estimated amount in the letter of intent.
- E. Payment for credit earned by any member will be paid to that member on the basis of the member's official transcript or inservice credit letter. Upon receipt of the transcript or inservice credit letter, payment will be made within 60 days.

- F. The provisions of this Article do not apply to members holding a master's degree or master's equivalency.
- G. All transcripts and inservice credit letters submitted in accordance with this Article shall become a permanent part of the school record and shall not be returned to the member.
- H. A member who has been reimbursed for tuition expenses by the district must remain with the district in satisfactory employment for a minimum of 2 years following the date of the last reimbursed amount. Should the employee leave prior to the 2 year period, the employee must reimburse the district for any amount that has been reimbursed for tuition expenses while an employee of the school district.

VIII. Insurance

A. Life Insurance

The North East School District will pay the entire cost of the premium for a \$30,000 life insurance policy with accidental death and dismemberment provision for all members employed full time. The benefit of the policy will be payable in full to the designated beneficiary in accordance with the terms of the policy.

B. Health Care Insurance

- 1. Subject to Paragraphs 2 and 3 below, the District shall pay the premiums for health insurance coverage for the individual members and their dependents.

Coverage shall be in accordance with that provided by Blue Cross, Blue Shield Preferred Blue Plan, or equal, outlined in the Plan Agreement between the North East School District and Blue Cross, Blue Shield effective July 1, 2018, with the following modifications:

- Emergency room visit co-pay of \$100 effective July 1, 2019
- Prescription drug co-pays of \$10 for generic, \$30 for brand and \$70 for non-formulary drugs effective July 1, 2019
- Prescription drug co-pays of \$10 for generic, \$35 for brand and \$70 for non-formulary drugs effective July 1, 2021
- Out-of-network deductible of \$700/\$1,750 for individual/family effective January 1, 2020
- Out-of-Pocket Limit for In Network of Not Applicable for individual/family and Out-of-Network of \$700/None for individual/family effective January 1, 2020

- Maximum Out-of-Pocket for In Network of \$7,900/\$15,800 for individual/family effective January 1, 2020

All other co-payments or insurance costs not modified above shall remain as in effect under the previous Agreement and as set forth in the attached summary plan description. Items not modified include but are not limited to:

- In network deductible of \$350/\$700 for individual/family
 - Primary care physician office visit co-pay of \$30
 - Specialist, retail clinic and urgent care office visit co-pay of \$40
2. Employees enrolled for individual coverage and enrolled for dependent coverage shall pay the following monthly contributions through semi-monthly payroll deduction:

Year	Individual	Parent/Child	Husband/Wife	Family
2019-20	\$56.26	\$68.76	\$71.26	\$73.76
2020-21	\$62.50	\$72.50	\$77.50	\$82.50
2021-22	\$68.74	\$76.24	\$83.74	\$91.24
2022-23	\$75.00	\$80.00	\$90.00	\$100.00

3. Members that elect to waive coverage in the District's health insurance plan as both a primary or dependent participant may re-enroll in the plan at any time without penalties or restrictions.

C. Dental Care Insurance

1. The District shall pay the full premium for the following coverage for the individual members and their dependents:
- a. Coverage shall be in accordance with that provided by Benefit Administrators, Inc., as outlined in the Master Agreement between the North East School District and Benefit Administrators, Inc. effective February 1, 2008 with edited date of June 1, 2014. The maximum benefit will be \$1,500 per year based on a calendar year.
 - b. Periodontics – a 50% benefit to a yearly maximum of \$1,000.
 - c. Orthodontics benefits will be paid up to 50% or a lifetime maximum of \$1,500 for dependent children up to age 19.

D. Vision Care

1. The District shall pay the full premium for the following coverage for the individual members and their dependents:

- a. Coverage shall be in accordance with that provided by Opti Choice Gold as outlined in the Plan Agreement between the North East School District and Davis Vision/Highmark Fashion Focus Gold effective July 1, 2003.

E. Retired Employees

Retired members shall be permitted to retain health care insurance coverage as a member of the unit group until age 65 by paying their own premium in accordance with regulations established by the District.

F. Section 125 Program

The North East School District shall establish a Flexible Spending Account Plan and select a plan administrator with the provisions of Section 125 of the Internal Revenue Code. Employees may voluntarily participate in the Flexible Spending Account to pay for dependent care and unreimbursed medical expenses in accordance with the provisions of Section 125 of the Internal Revenue Code.

North East School District will establish a payroll deduction slot for the Section 125 Plan. An employee may elect to withdraw or enroll from the plan on a yearly basis at times approved by the District, the plan administrator and the Internal Revenue Code.

IX. Athletic Salaries

- A. 1. The following shall be the indexing for all activities listed:

		A	B	C	D	
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE	
JANUARY POSTING	POSITION	80%	85%	90%	100%	
FOOTBALL	HEAD	0.8	0.85	0.9	1.0	
	1 ST ASST.	0.56	0.595	0.63	0.7	
	ASST.	0.48	0.51	0.54	0.6	
	ASST.	0.48	0.51	0.54	0.6	
	ASST.	0.48	0.51	0.54	0.6	
	ASST.	0.48	0.51	0.54	0.6	
BOYS & GIRLS	HEAD	0.52	0.5525	0.585	0.650	
	CROSS COUNTRY	ASST.	0.336	0.357	0.378	0.42
		ASST.GR7/8	0.336	0.357	0.378	0.42
VOLLEYBALL	HEAD	0.56	0.595	0.63	0.7	
	1 ST ASST.	0.392	0.417	0.441	0.49	

		A	B	C	D
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
JANUARY POSTING	POSITION	80%	85%	90%	100%
	ASST.GR7	0.36	0.3825	0.405	0.45
	ASST.GR8	0.36	0.3825	0.405	0.45
BOY'S GOLF	HEAD	0.296	0.3145	0.333	0.37
GIRL'S GOLF	HEAD	0.296	0.3145	0.333	0.37
BOY'S SOCCER	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
GIRL'S SOCCER	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
WEIGHT TRN Summer (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666
WEIGHT TRN Fall (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666
FALL CHEERLEADING	HEAD	0.24	0.255	0.27	0.30
	ASST. VSTY	0.11	0.116875	0.12375	0.1375
	ASST. JV	0.08	0.085	0.09	0.10

		A	B	C	D
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
MAY POSTING	POSITION	80%	85%	90%	100%
BOY'S BASKETBALL	HEAD	0.8	0.85	0.9	1.0
	1 ST ASST.	0.56	0.595	0.63	0.7
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
	ASST.	0.48	0.51	0.54	0.6
GIRL'S BASKETBALL	HEAD	0.8	0.85	0.9	1.0
	1 ST ASST.	0.56	0.595	0.63	0.7
	ASST.GR7	0.48	0.51	0.54	0.6
	ASST.GR8	0.48	0.51	0.54	0.6
SWIMMING	HEAD	0.72	0.765	0.81	0.9
	ASST.	0.44	0.4675	0.495	0.55
	ASST.	0.44	0.4675	0.495	0.55

		A	B	C	D
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
MAY POSTING	POSITION	80%	85%	90%	100%
WRESTLING	HEAD	0.72	0.765	0.81	0.9
	1 ST ASST.	0.48	0.51	0.54	0.6
	ASST.	0.4	0.425	0.45	0.5
WINTER CHEERLDG	HD BKBALL	0.24	0.255	0.27	0.30
	ASST.	0.08	0.085	0.09	0.10
	ASST.	0.08	0.085	0.09	0.10
INTRAMURALS	DIRECTOR	0.52	0.5525	0.585	0.65
	PER HOUR	0.002096	0.002227	0.002358	0.00262
ATHLETICS	DIRECTOR	0.92	0.9775	1.035	1.15
	ASST.	0.72	0.765	0.81	0.9
WEIGHT TRN Winter (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666

		A	B	C	D
		0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
OCTOBER POSTING	POSITION	80%	85%	90%	100%
TRACK	HEAD-BOYS	0.72	0.765	0.81	0.9
	HEAD-GIRLS	0.72	0.765	0.81	0.9
	ASST.	0.4	0.425	0.45	0.5
	ASST.	0.4	0.425	0.45	0.5
BASEBALL	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
SOFTBALL	HEAD	0.536	0.5695	0.603	0.67
	ASST.	0.36	0.3825	0.405	0.45
WEIGHT TRN Spring (Based on 200 hrs)		0.13328	0.14161	0.14994	0.1666

Index for Weight Trainer is based on 200 hours for each PIAA sport season +200 hours for summer weight training.

Any dispute in this area shall be limited to the amount of the salary when the grievance procedure is used. The sole consideration for decision of an arbitrator shall be the amount of money which is due and payable to the aggrieved party.

2. Payment

Payment for coaching a sport shall be made in equal installments per the following schedule:

Fall Sports (3 Payments)

Payment 1 = First Pay in September

Payment 2 = First Pay in October

Payment 3 = First Pay in November

Winter Sports (4 Payments)

Payment 1 = Second Pay in November

Payment 2 = Second Pay in December

Payment 3 = Second Pay in January

Payment 4 = Second Pay in February

Spring Sports (3 Payments)

Payment 1 = Second Pay in March

Payment 2 = Second Pay in April

Payment 3 = Second Pay in May

In the event a sport season is shortened due to reasons beyond the school district's control, payment will be prorated on the basis of the season completed.

3. Any member who is promoted within a specific sport shall suffer no loss in pay due to such a promotion.
4. When an athletic responsibility is fulfilled by a member, the Table in this Article and rates of pay will apply. These rates will apply only as a minimum when members fill any of these positions. The Board may grant more than the minimum based on merit to any individual without increasing the minimum totally in the entire schedule. Final payment for these responsibilities will be made upon satisfactory completion of the responsibilities upon request by the member and with the approval of the building principal as to satisfactory completion of the duties and responsibilities incumbent to the athletic activity.

It is understood that assignments in this Article do not have protection under tenure and each appointment is for a one (1) year period. The Athletic, Extra-Curricular and Department Head positions will be declared vacant and posted when activities have been completed.

Posting will occur in January, May, and October. It is also further understood that the positions in this Article are not hereby established, authorized, or continued and that salaries as stated are applicable only if, when, and so long as the Board authorizes the positions and has members assigned to them.

5. Head Varsity Coach, the Athletic Director, and Principals are responsible for reporting unsatisfactory work or negligence of duties to the Superintendent of schools. If the school district concludes that the circumstances necessitate suspension of the employee pending a decision of the Board of School Directors, a written notice of the suspension will be furnished to the employee and to the Association.

Extra Curricular Salary Schedule

- B. 1. The following shall be the indexing for all activities listed:

	A	B	C	D
	0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
HIGH SCHOOL ACTIVITY	80%	85%	90%	100%
AFS	0.08	0.085	0.09	0.10
MARCHING BAND DIRECTOR	0.8	0.85	0.9	1.0
MARCHING BAND 1st ASST	0.496	0.527	0.558	0.62
MARCHING BAND ASST	0.376	0.3995	0.423	0.47
MARCHING BAND ASST	0.376	0.3995	0.423	0.47
MARCHING BAND ASST	0.376	0.3995	0.423	0.47
MARCHING BAND ASST	0.376	0.3995	0.423	0.47
MARCHING BAND ASST	0.376	0.3995	0.423	0.47
SENIOR BAND	0.12	0.1275	0.135	0.15
SENIOR CHORUS	0.12	0.1275	0.135	0.15
DANCE TEAM	0.24	0.255	0.27	0.30
ECOLOGY CLUB	0.08	0.085	0.09	0.10
FBLA	0.16	0.17	0.18	0.20
FRESHMAN CLASS	0.08	0.085	0.09	0.10
JUNIOR CLASS	0.304	0.323	0.342	0.38
LIFESMARTS	0.12	0.1275	0.135	0.15
LITERARY MAGAZINE	0.08	0.085	0.09	0.10
MODEL U.N.	0.08	0.085	0.09	0.10
MUSICAL DIRECTOR	0.328	0.3485	0.369	0.41
MUSICAL INSTR DIRECTOR	0.272	0.289	0.306	0.34
MUSICAL VOCAL DIRECTOR	0.272	0.289	0.306	0.34
MUSICAL STAGE MANAGER	0.272	0.289	0.306	0.34
MUSICAL CHOREOGRAPHER	0.136	0.1445	0.153	0.17
MUSICAL SET DESIGN	0.136	0.1445	0.153	0.17

	A	B	C	D
	0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
HIGH SCHOOL ACTIVITY	80%	85%	90%	100%
NATIONAL HONOR SOCIETY	0.08	0.085	0.09	0.10
NEWSPAPER	0.264	0.2805	0.297	0.33
NIGHT ON BROADWAY DIR	0.08	0.085	0.09	0.10
HS PJAS	0.304	0.323	0.342	0.38
HS SCIENCE OLYMPICS	0.16	0.17	0.18	0.20
SENIOR CLASS	0.304	0.323	0.342	0.38
SENIOR PLAY DIRECTOR	0.216	0.2295	0.243	0.27
SENIOR PLAY ASST DIRECT	0.16	0.17	0.18	0.20
SENIOR PLAY STAGE MGR	0.16	0.17	0.18	0.20
SOPHOMORE CLASS	0.12	0.1275	0.135	0.15
SOUND & LIGHTING MGR	0.24	0.255	0.27	0.30
HS STUDENT COUNCIL	0.24	0.255	0.27	0.30
TECHNOLOGY STUDENT ASSOC	0.08	0.085	0.09	0.10
VOCAL ENSEMBLE	0.12	0.1275	0.135	0.15
HS YEARBOOK	0.44	0.4675	0.495	0.55

	A	B	C	D
	0 YEARS	1 YEAR	2 YEARS	3 YEARS OR MORE
MIDDLE/ELEM ACTIVITY	80%	85%	90%	100%
MS BAND	0.12	0.1275	0.135	0.15
MS CHORUS	0.12	0.1275	0.135	0.15
MS DANCE TEAM	0.12	0.1275	0.135	0.15
MS DANCE TEAM	0.12	0.1275	0.135	0.15
ELEMENTARY MUSIC	0.04	0.0425	0.045	0.05
ELEMENTARY STEM	0.08	0.085	0.09	0.10
MS MATHCOUNTS	0.08	0.085	0.09	0.10
MIDDLER	0.12	0.1275	0.135	0.15
MS PJAS	0.16	0.17	0.18	0.20
MS SCIENCE OLYMPICS	0.16	0.17	0.18	0.20
MS STUDENT COUNCIL	0.12	0.1275	0.135	0.20
MS YEARBOOK	0.12	0.1275	0.135	0.20

Any dispute in this area shall be limited to the amount of the salary when the grievance procedure is used. The sole consideration for decision of an arbitrator shall be the amount of money which is due and payable to the aggrieved party.

- B. 2. Payment
- a. Payment for advising an activity shall be made within two (2) pay periods following the end of the activity.
 - b. Advisors of year long activities shall have the option to receive 50% of their advisor's salary on the second pay in December and the balance on the first pay period in June.
 - c. Whenever an activity not listed above shall be recognized by the Board, the advisor's compensation shall be negotiated by the bargaining agent.

C. Department Heads

One department chair will be considered for each of the following areas:

<u>Grades K-5</u>	<u>Grades 6-12</u>	<u>K-12</u>
ELA/Reading	English	Electives
Math	Math	
Science	Science	
	Social Studies	

Recommendations shall be made annually to the board of directors by the administration with regard to filling these positions. The salary for each position shall be 0.12 of the index

- D. Game workers shall be paid at the Step D Intramural hourly rate. The Athletic Director, High School Principal, Middle School Principal and Business Manager will agree upon number of hours per task per event prior to the season and adjust hours as needed on an annual basis.

E. Indexing of Athletic, Extra-Curricular and Department Heads' Salary

2019 - 2020	Index Salary shall be \$6,465
2020 - 2021	Index Salary shall be \$6,626
2021 - 2022	Index Salary shall be \$6,792
2022 - 2023	Index Salary shall be \$6,962

X. Temporary Leaves of Absence

A. Personal Leave of Absence

- 1. Each member shall be granted three (3) days of unrestricted absence per year for personal reasons without loss of pay. These days must be taken in whole day units. Except for emergency situations, no leave shall be granted

under this section during the first five pupil days or the last five pupil days in the school calendar. Except for emergency situations, written notice shall be given to the Superintendent at least two (2) member employment days in advance of taking leaves under this section.

2. On any given day, no more than 12% of the total members shall be absent under subsection 1 above, to protect the normal functioning of the District. In the event that the total member requests exceed 12% for any given day under subsection 1, permission shall be granted on the basis of first request and the personal situation involved. Seniority will be used as tie-breaker if required.
3. Personal days requested the day before or after a vacation or holiday will be limited to no more than 12% of the staff per building. Leaves shall be granted annually, beginning the first member day, on the basis of first request with seniority as a tie-breaker if required.
4. Unused personal days may be accumulated to five (5) personal days which may be used in any year.
5. Unused personal days in excess of the five (5) days shall be added to accumulated sick leave days at the end of each school year.

B. School Visitation and Educational Conferences

Upon approval by the Board, up to three (3) days for the purpose of visiting schools or attending meetings or conferences of an educational nature may be granted with full pay. The Board will reimburse the member for reasonable expenses including registration fees, meals, lodging and transportation. Cost of this program excluding substitute costs shall not exceed \$6,000 per school year. The Board will furnish the association with periodic reports (November 1, April 1 and June 30) listing all expenditures and current balances.

XI. Unpaid Leaves of Absence

A. Military Leave

A military leave of absence shall be granted as provided in the Pennsylvania School Code.

B. Maternity Leave, Child Care and Adoption Leave

1. Maternity leave of absence without pay shall be granted to all members upon request and presentation of a physician's statement. The time of commencement of such leave should be determined between the member (on the physician's advice) and the Superintendent, taking into consideration the best interests of the students, the school and the member.

2. A member shall be entitled, upon written request, to a leave of absence for the purpose of adopting an infant child (i.e. one (1) year of age or less). The time of commencement of such leave should be determined between the member and the Superintendent, taking into consideration the following: (a) date of defacto custody of said infant child, (b) legal requirements of the appropriate adoption agency, and (c) the best interests of the students, the school and the member.
3. A non-paid leave of absence shall be granted any member for the purpose of child care. This leave shall begin upon request of the member with the Superintendent's approval, pending Board approval, and shall not exceed twenty-four (24) months in length. This leave shall commence at the beginning or end of semesters, except in an emergency situation.
4. When requested, such leave will be granted for a period of up to four (4) full consecutive semesters so that the time of return shall coincide with the beginning of the school term or semester. In the event of the death of the child, the teacher may terminate the leave upon presentation of a sixty (60) day notice requesting same.
5. The member, upon return from a maternity leave of absence or a leave of absence for adoption purposes, shall be entitled to return to the same position or to a position equal to the former position. Notification of plans to resign or return shall be submitted in writing at least sixty (60) days prior to the expiration of the leave, except in an emergency situation.
6. No increments or other benefits shall accrue during this leave period. The member shall, however, be entitled to the same seniority, unused sick leave and credit toward sabbatical eligibility as when the leave commenced.
7. If a member finds it necessary to resign the position for maternity/adoption reasons, he/she may apply for re-employment within a period of three (3) years. Priority will be given this application if a vacancy exists in a position for which he/she is certified and his/her past services have been satisfactory.

C. Professional Study Program Leave and/or International or Federal Program Leave

An unpaid leave of absence of up to one school year may be granted with Board approval to any member upon application, for the purpose of engaging in study at an accredited college or university reasonably related to his/her professional responsibilities or International or Federal Program leaves. This leave should be limited to one member in each category in any one school year, with Board approval. No increments or other benefits shall accrue during this leave. The member or members shall, however, be entitled to the same seniority, hospitalization benefits, and life insurance benefits providing this is agreeable with the insurance carrier in each instance. Unused accumulated sick leave and credit toward sabbatical leave shall remain in the member's record at the same amount as

when the leave commenced. Upon return from such leave, he/she shall be returned to the same position he/she held when the leave was granted, if such position still exists, if the member so desires. In the event the member does not return to this District for a period of one (1) year after the completion of this leave, the member will reimburse the District for funds expended during the leave for hospitalization benefits and life insurance benefits.

D. Legal Leave

A teacher called for jury duty or subpoenaed as a witness in any proceeding arising out of district employment to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation, or remit to the Board all payments for such duty and receive full pay for the days lost for such reasons. However, the Board shall not be obligated to pay a teacher for any time lost during which said teacher was giving testimony against or participating in any action against the school district if said action was instituted by the teacher or association.

XII. Illness or Disability

A. Accumulative Sick Leave Days

Accumulated sick leave days shall be granted in accordance with the Pennsylvania School Code.

B. Leave of Absence

A member who is unable to teach because of personal illness or disability and who has exhausted all sick leave and/or other benefits available, shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) year. Requests for renewal shall be submitted in writing by the member. The leave may be renewed up to one (1) year at the discretion of the Board.

- C. If, at the end of the leave, the member is mentally and physically capable of performing teaching duties as determined by his/her attending physician and a physician or physicians selected by the Board, he/she shall be assigned to a position for which he/she is certified provided such a position is available or to the first available position for which he/she is certified. No increments or other benefits shall accrue during this leave. Expenses for physicians incurred by the member will be borne by that member and expenses for physicians incurred by the Board will be borne by the Board. Family Medical Leave of Absence

Employees who apply for and are granted a family medical leave of any type by the school board of directors for up to the maximum of twelve (12) weeks must use all days available to them concurrently during the leave period. Any unused personal, sick days or unpaid leave days available to the employee through the district must be used at the onset of the leave for the approved time of the leave. Once these days are expended, the employee remains on unpaid leave. During the

portion of FMLA leave that is not covered by paid leave entitlements the employee is responsible for remitting to the District any required contribution toward the cost of insurance.

D. Sick Leave Bank

A Sick Leave Bank for members of the North East Education Association shall be maintained by the Association. This Sick Leave Bank is intended to provide paid leave to supplement the individual member's personal accumulated sick leave days in the event of an extended absence from duty due to the employee's illness or injury which exhausts their accumulated sick days. The plan language is attached as Appendix B.

E. Days Not Charged

Absence due to a job related injury which qualifies for entitlement under the Pennsylvania Workmen's Compensation Act shall not be charged against the member's sick leave days beyond one (1) week as defined in the Pennsylvania Workmen's Compensation Act. The Board shall pay the member the difference between 75% of his base salary and the benefits received under the Pennsylvania Workmen's Compensation Act and/or Social Security benefits. Such entitlement shall be limited to a period of 18 months or for the period of entitlement under Pennsylvania Workmen's Compensation, whichever is less. If a member, after a period of 12 months of benefits under the above provision, becomes eligible for disability retirement, then salary payments shall not extend beyond the date of such eligibility.

XIII. Sabbatical Leave

Sabbatical Leave shall be granted in accordance with the Pennsylvania School Code.

XIV. Evaluation

Professional Personnel Evaluation shall be conducted in accordance with the Pennsylvania School Code.

APPENDIX B

NORTH EAST EDUCATION ASSOCIATION SICK LEAVE BANK

A. Sick Leave Bank

A Sick Leave Bank for members of the North East Education Association shall be maintained by the Association. This Sick Leave Bank is intended to provide paid leave to supplement the individual member's personal accumulated sick leave days in the event of an extended absence from duty due to the employee's illness or injury which exhausts their accumulated sick days.

B. Membership

1. All full time professional employees who are members of the North East Education Association have the option to participate in the Sick Leave Bank.
 - a. To become members of the Sick Leave Bank, individuals must complete and submit an enrollment form donating two (2) days to the Sick Leave Bank in the first year of their participation. New employees who wish to become members will donate one (1) day their first year of teaching and one (1) day their second year of teaching. Any member is eligible to participate within ten (10) days after employment or at the beginning of any school year given that the proper deadline is met.
 - b. Once enrolled, membership in the bank shall be continuous and must be renewed annually by contributing one (1) day by September 30. A voluntary contribution form must be completed and submitted to the Association.
 - c. Membership in the bank may be discontinued by a participant if the member submits to the Association a written request by September 15. Once the member has elected to withdraw from participation, he may not participate again until the subsequent school year and must meet stipulation (a) above.
 - d. Participating members who are on school district approved leaves of absence shall have their membership in the Sick Leave Bank suspended. Upon return to active employment status, membership in the Sick Leave Bank shall be reinstated as fully as though such leave had never been taken. Returning members shall make all contributions of sick days to the Sick Leave Bank that had been assessed while they were on leave.

C. Contributions of Sick Days

1. Participating Association members shall contribute initial sick days as stipulated in the provisions under Membership.
2. The Sick Leave Bank Board shall meet prior to or on September 15 to assess the number of day within the bank. The Bank Board, if deemed necessary, shall continue to collect sick days from all participating members until the total number of sick days in the Sick Leave Bank equals or exceeds two hundred (200) days. If on September 15 of each year, the balance of days in the Bank already equals or exceeds two hundred (200) days, the previous year's members shall not be required to contribute a day for that year. However, new employees and or those joining the Bank for the first time will be required to contribute the two (2) initial days.
3. Participating members of the Sick Leave Bank may voluntarily donate six (6) additional days per fiscal year. Voluntary donations of sick days into the bank shall be accompanied by a signed form to affect the contribution.
4. All contributions to the Sick Leave Bank are permanent and irrevocable.
5. If a member applies for and is granted days from the Bank, upon the member's return to work following the illness, all unused sick days that were originally granted by the Sick Leave Bank Board, shall return to the bank.

D. Review of Applications for Use of Sick Leave Bank Days

1. All Applications shall be reviewed for final decision by the Sick Leave Bank Board which shall consist of one (1) delegate and one (1) alternate each from the High School, Middle School, Intermediate School, and Elementary School. In addition, a Board Chairperson shall be compensated by the association for the management of all paperwork at a rate to be determined by the Association Executive Committee. Each delegate and the chairperson will have one (1) vote. Alternates will be responsible for attending all meetings of the board so they are aware of the particulars of each request. Their purpose will be to cast a vote only if the regular delegate is unable to attend the meeting. If, for some reason, both the regular delegate and the alternate from a building cannot attend a meeting, a building representative may attend to cast a proxy vote. A majority vote of three (3) will be required for granting approval of a request.
2. Members of the Sick Leave Bank Board shall be elected within each building by its Association Membership. They shall serve a voluntary term of three (3) years and may serve more than one (1) term if elected. Building elections for Bank Board Members must be held prior to September 15 and shall be held in alternating years by

building, except for the first election, thereby assuring continuity of membership throughout successive years. The schedule for elections shall be determined by the Sick Leave Bank Board.

3. Vacancies on the Sick Leave Bank Board will be filled by appointment by the Association President.
4. All forms necessary for the administration of the Sick Leave Bank shall be distributed and maintained by the Chairperson of the Sick Bank Board.
5. Decisions of the Sick Leave Bank Board are final and not subject to appeal.

E. Regulations

The Sick Leave Bank will be administered according to the following guidelines:

1. The applicant must have exhausted all individual sick days and personal days to be eligible to apply for days from the Sick Leave Bank.
2. Sick Leave Bank Days shall be granted only if those days are necessitated by serious illness, disability, or catastrophic accident. Qualifying conditions will be major surgery, cardiovascular illness, respiratory illness, bone or nerve disorders affecting motor locomotion, malignancies, serious accidents, and difficult pregnancies which present life threatening circumstances. Members who qualify for other disability coverages such as Workman's Compensation are not eligible. Those on maternity leave, child rearing leave, or any other School District approved leaves shall not be eligible.
3. The applicant must request and complete all necessary Sick Leave Bank forms through communication with the Chairperson of the Sick Leave Bank Board. Requests not properly documented, may not be honored. The Bank Board will make every effort to respond to requests with a decision within one week of the submission of the necessary documentation.
4. The report of a physician explaining in detail the nature of the employee's illness or injury and the estimate of length of absence from full-time duty, shall be presented to the Chairperson of the Sick Leave Bank Board before the employee can receive benefits from the Bank.
5. The Sick Leave Bank Board can request a second opinion and progress reports from any or all physicians involved with the applicant.

6. The maximum number of Sick Leave Bank days that can be granted per Applicant in any one school calendar year will be ninety (90) days.
7. The Sick Leave Bank Board may grant up to thirty (30) days at a time per individual request by an applicant. Subsequent grants may continue until the maximum of ninety (90) days has been distributed. Re-submission of forms shall accompany subsequent requests with a physician's report included.
8. Once the applicant returns to work, they shall not be eligible to apply for Sick Leave Bank days for a period of forty-five (45) days, except in the case of extenuating circumstances, as determined by the Bank Board.
9. The employee must inform the Sick Leave Bank Board of their return to active work and the Sick Leave Bank Board is required to inform the applicant when granted days have been used up.
10. Granted Sick Leave Bank days for any applicant do not carry over to the subsequent calendar school year.
11. If the Sick Leave Bank is depleted of days, eligibility for any member ceases.

F. Reporting Procedures

1. The Sick Leave Bank Board or the North East Education Association shall inform the School District Administrative Office monthly, or as needed, of all participants, contributions, requests, disposition of cases, and status of the bank.
2. The Sick Leave Bank Board shall meet with the Executive Committee of the North East Education Association bi-annually to review the nature and structure of the Sick Leave Bank. If deemed necessary, the Bank may be modified during the course of The Contract Agreement with the approval of the School District Administration.
3. A representative of the Sick Leave Bank Board shall make a report of the status of the Sick Leave Bank at each North East Education Association general membership meeting.

G. Exemption From Liability

The North East Education Association will indemnify and hold the North East School District harmless from any and all claims of any type asserted by an employee resulting from the inclusion of the Article I the collective bargaining agreement, its operation, or any decision of the Sick Leave Bank Board.

**NORTH EAST EDUCATION ASSOCIATION
SICK LEAVE BANK
REQUEST FOR USE FORM**

Personal Data:

Name: _____ Social Security Number: _____
Address: _____ City & State: _____
Telephone: _____ Zip: _____
Position: _____ School: _____

Employment Data:

Date employed: _____
Date enrolled in Sick Leave Bank: _____

Request Data:

Number of total Sick Leave Bank days requested: _____
Reason for Request: Attach a physician's statement to this form indicating the
circumstances for which you are requesting this sick leave.
Date use of Sick Leave Bank days are to begin: _____
Anticipated date of return to work: _____

Check the following:

- _____ I have used all my accumulated sick leave and personal leave.
_____ I authorize the North East Education Association Sick Leave Bank Board to
check my sick leave and personal leave records from the Administrative offices of the
School District.
_____ I understand that any unused sick days will be returned to the Sick Leave Bank.

Signature: _____ Date: _____

**FORM IS TO BE SUBMITTED TO THE SICK LEAVE BANK BOARD THROUGH
YOUR BUILDING DELEGATE. YOU WILL BE NOTIFIED OF THE FINAL
DECISION IN A TIMELY MANNER. A COPY WILL BE RETURNED TO YOU FOR
YOUR RECORDS.**

**NORTH EAST EDUCATION ASSOCIATION
SICK LEAVE BANK
VOLUNTARY CONTRIBUTION FORM**

I, _____, do voluntarily contribute from my accumulated sick leave the number of sick days indicated below to the North East Education Association Sick Leave Bank.

I understand that this contribution is permanent and that it shall be distributed to the Sick Leave Bank members in accordance with the Sick Leave Bank guidelines as stipulated in the collective bargaining agreement.

Number of Days to Contribute: _____

Signature: _____ Date: _____

**Return this form to the sick leave bank board chairperson.
A copy will be returned to you for your records.**

FOR USE BY THE SICK LEAVE BANK BOARD

Date Received: _____

Signature of Chairperson: _____

**NORTH EAST EDUCATION ASSOCIATION
SICK LEAVE BANK
ENROLLMENT FORM**

I, _____, authorize the North East Education Association to include my name for membership in the North East Education Association Sick Leave Bank.

I agree to abide by all the terms and conditions of the Sick Leave Bank as stipulated within the collective bargaining agreement.

Signature: _____ Date: _____

**Return this form to your building representative to be forwarded to the Sick Leave Bank
Board Chairperson.**

A copy will be returned to you for your records.

FOR USE BY THE SICK LEAVE BANK BOARD

Date Received: _____

Signature of Chairperson: _____

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