

AGREEMENT

Between

**HUNTINGDON AREA EDUCATION
ASSOCIATION**

AND

**HUNTINGDON AREA SCHOOL
BOARD**

August 16, 2012 through June 30, 2015

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COMMONWEALTH OF PENNSYLVANIA
The Pennsylvania Labor Relations Board

CERTIFICATION OF REPRESENTATIVE

IN THE MATTER OF THE EMPLOYEES OF
HUNTINGDON AREA SCHOOL DISTRICT

No. PERA – R – 517-C

WHEREAS, a Joint Request for Certification was filed with the Pennsylvania Labor Relations Board pursuant to ARTICLE VI, SECTION 602 (a) of the PUBLIC EMPLOYEE RELATIONS ACT, being Act 195 of 1970, and

WHEREAS, the Pennsylvania Labor Relations Board has found the unit appropriate, and the Public Employer has complied with the five (5) day notice required by RULE 3.1 (h), and

WHEREAS, no objections having been filed to the Joint Request for Certification, the Pennsylvania Labor Relations Board hereby

CERTIFIES

that HUNTINGDON AREA EDUCATION ASSOCIATION, PSEA – NEA

is the EXCLUSIVE REPRESENTATIVE of the employees of the above-named Employer in the unit described below for the purposes of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT:

In a subdivision of the employer unit comprised of teachers,
Guidance counselors, home and school visitor, and nurses;
And excluding supervisors, first level supervisors, and confidential employees as defined in the Act.

SIGNED, SEALED AND DATED at Harrisburg, Pennsylvania, this 28th day of
December 1970.

PENNSYLVANIA LABOR RELATIONS BOARD

COMMONWEALTH OF PENNSYLVANIA
Pennsylvania Labor Relations Board

IN THE MATTER OF THE EMPLOYEES OF :
: No. PERA-U-6894-C (R-517-C)
HUNTINGDON AREA SCHOOL DISTRICT :

NISI ORDER OF AMENDED CERTIFICATION

On December 28, 1970, the Pennsylvania Labor Relations Board, hereinafter called the "Board", certified Huntingdon Area Education Association, PSEA-NEA, hereinafter called the "Association", as the exclusive representative of certain employees of Huntingdon Area School District, hereinafter called the "Employer", for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment.

Thereafter, on June 16, 1975, the Board received a letter from John Wyland, President of the Association, and Gene A. Smith, President of the Board of Education, Huntingdon Area School District, jointly requesting that regular half-time teachers be added to the previously certified bargaining unit.

ORDER

The Pennsylvania Labor Relations Board, therefore, after due consideration of the foregoing and the record as a whole.

HEREBY ORDERS AND DIRECTS

that the Certification of Representatives issued by the Board on December 28, 1970, and filed to case number PERA-R-517-C, be amended to read as follows:

CERTIFIES

that HUNTINGDON AREA EDUCATION ASSOCIATION, PSEA-NEA

is the EXCLUSIVE REPRESENTATIVE of the employees of the above-named Employer in the unit described below for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment.

UNIT:

In a subdivision of the employer unit comprised of teachers, regular, Half-time teachers, guidance counselors, home and school visitor, and Nurses; and excluding supervisors, first level supervisors and confidential Employees as defined in the Act.

IT IS HEREBY FURTHER ORDERED AND DECREED

that in the absence of any exceptions filed pursuant to 34 Pa. Code. Ch. 95.98, within ten (10) days of the date hereof, this Decision and Order shall become and be absolute and final.

SIGNED, SEALED, AND DATED at Harrisburg, Pennsylvania this twenty-fourth day of July, 1975.

PENNSYLVANIA LABOR RELATIONS BOARD

s/ Raymond L. Scheib
RAYMOND L. SCHEIB, CHAIRMAN

s/ Joseph J. Licastro
JOSEPH J. LICASTRO, MEMBER

s/ James H. Jones
JAMES H. JONES, MEMBER

PREAMBLE

This Agreement entered into this 16th day of August, 2012, by and between the Board of Education of the School District of Huntingdon, Pennsylvania, hereinafter called the "Board", and the Huntingdon Area Education Association, hereinafter called the "Association".

WITNESSETH:

Whereas the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognized the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. Copies of said determinations are attached hereto and made a part hereof, as surely as though the same were set forth herein in length.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2015. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Modification

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance. “Grievance” means an allegation by the Association on behalf of an employee or a group of employees that there has been a violation, misinterpretation or misapplication of a term or terms of this Agreement.
2. Aggrieved Person. An aggrieved person is the Association on behalf of an employee or a group of employees.
3. Party in Interest. A party in interest is the person or persons against whom the complaint is made and any person or persons who might be affected or required to take action in order to resolve the complaint.
4. Days. Days mean work days.

B. General Procedures

1. The number of days indicated at each step should be considered a maximum, and every effort should be made to expedite this process.
2. The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered. The failure of an administrator at any level to communicate his decision in writing within the specified time limits set forth herein shall automatically award the grievance in favor of the grievant.
3. Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with appropriate members of the administration and having the grievance adjusted without the intervention of any employee organization, provided that the adjustment is not inconsistent with the terms of this contract; and further, that the Association will be notified of any adjustment.
4. At all levels beyond level one of a grievance after it has been formally presented, representatives of the Association and/or their designees may attend any meetings, hearings, appeals or other proceedings required to process the grievance.
5. All grievances shall be initiated on a form devised by the Association and approved by the Board.

C. Initiation and Processing of Professional Grievances

1. Informal Level. The aggrieved person shall first discuss the grievance with the party in interest with the objective of resolving the matter informally within ten (10) days of the alleged contractual violation.
2. Level One. In the event the aggrieved person is not satisfied with the decision at the informal level, he/she shall file in writing within ten (10) days and state specifically the nature of the grievance and the provision or provisions of the contract allegedly violated to the lowest administration level that has the authority to adjudicate said grievance. Within ten (10) days of receipt of the grievance, the person to whom the formal grievance was filed shall render his/her decision in writing.

All grievances shall be processed through the various levels until a decision has been reached that is satisfactory to the aggrieved person.

3. Level Two. In any event where the immediate superior is not the building Principal, then the aggrieved, if not satisfied with the Level One disposition, shall present in writing within ten (10) days his/her grievance to the building Principal; or if not the building Principal, then the Elementary Supervisor. The building Principal or Elementary Supervisor shall answer in writing within ten (10) days.
4. Level Three. If the aggrieved is not satisfied with the disposition of the grievance at Level Two, he/she may appeal within ten (10) days an adverse decision to the Superintendent or Assistant Superintendent if so designated by the Superintendent. The grievance shall be in writing and state specifically the grievance and the dispositions at formal levels. The Superintendent or Assistant Superintendent, if so designated, shall answer in writing within ten (10) days.
5. Level Four. The aggrieved, if not satisfied with the disposition of the grievance at Level Three, may request a hearing within ten (10) days with the Board of Education. The Board shall hold hearings within ten days and shall report their decision in writing within twenty (20) days to the professional employee/temporary professional employee.
6. Level Five.
 - a. The Association may, after notification of the disposition of the grievance under Level Four, request in writing within ten days to the Board arbitration of the grievance in accordance with Section 903 of Act 195.
 - b. The Arbitrator selected shall immediately be notified by both parties of his selection. The Arbitrator so chosen shall conduct such investigations and hearings as he may deem requisite and necessary to bring about a proper determination of the grievance submitted to him. The Arbitrator shall render his

decision within fifteen (15) days of said hearing. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

- c. The Arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The cost for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary traveling subsistence expenses, and the cost of the hearing room and Court Reporter shall be borne by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Representation

- 1. At all stages of the grievance procedure, the employee or employees on behalf of whom the grievance has been filed shall be entitled to representation by Association counsel and/or the Association representative.
- 2. The professional employee/temporary professional employee may at any step present whatever evidence and/or witnesses it or they deem necessary.

E. Miscellaneous

- 1. 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 of the participants.
- 2. Meetings and Hearings. All grievance meetings and hearings under this procedure shall not be conducted in public except where action on the part of the Board of Education is required at a public meeting.
- 3. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, 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.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEE/TEMPORARY PROFESSIONAL EMPLOYEES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee/temporary professional employee such rights as he/she may have under the

Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to professional employee/temporary professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Just Cause Provision

No professional employee/temporary professional employee shall be disciplined, reprimanded in writing, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the professional employee/temporary professional employee and the Association, with the employee's permission.

C. Required Meetings or Hearings

Whenever any professional employee/temporary professional employee is required to appear before the Superintendent, Board or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association and/or Association counsel present to advise his/her and represent him/her during such meeting or interview.

D. Evaluation of Students

The teacher shall, under the direction of the Superintendent of Schools, maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed except in situations in which a grade is disputed in writing and then only after consultations between the Superintendent and the teacher. In all cases in which a grade is changed, a written memorandum reflecting that change and the reasons thereof shall be provided to the teacher with a copy placed in the student's file.

E. Prohibition Against Public Criticism

Any criticism of any employee by a supervisor, an administrator, or any other agent of the school district shall be made in confidence and never in the presence of students, parents, other employees, or at public gatherings. All critiques made shall be confidential.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the educational program and the financial resources of the District that are normally made available to the public so as to assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay. This provision shall also apply to school-related conferences or meetings as approved by the Board of Education.

C. Use of School Buildings

The Association and its representative shall have the right to use school buildings at all reasonable hours for meetings. All such meetings shall be coordinated with the Principal of the building in question. No approval shall be required.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, at reasonable times after school hours when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have in each school building the use of a bulletin board in each faculty lounge or be assigned adequate space on the bulletin board in the Central Office for Association notices. Copies of official Association materials to be posted on such bulletin boards shall be given to the building Principal for his approval. The Association may appeal to the Superintendent if that approval is denied.

Use of the bulletin board to promote political materials, such as advertisements or activity notices for a local, state, or national election, shall not be permitted. The bulletin board may be used for advertisements or notices concerning Association elections (local, state, national.)

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes for the distribution of official Association materials as it deems necessary and without the approval of building Principals or other members of the administration.

The use of the inter-school mail facilities and the school mail boxes, including e-mail and voice mail, for the distribution of political materials, such as advertisements or activity notices, for local, state, or national elections, shall be prohibited, provided that this provision does not prohibit the use of the schools' mailing facilities to send or receive by the U.S. Postal Service any official Association materials as it deems necessary. The mail facilities may be used for advertisements or notices concerning Association elections (local, state, national).

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set for the in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organizations.

H. Right to Speak at Meetings

As Association representative may speak to the employees during any faculty or other professional meeting for at least fifteen (15) minutes at the request of the representative following the regular meeting. The Association shall have the opportunity to suggest items for the Agenda.

At the request of the Board and/or the Administration, any board member and/or administrator may speak to employees at the conclusion of any association meeting for at least fifteen (15) minutes. The Board and/or the Administration shall have the opportunity to suggest items for the agenda.

I. Leave for Association

1. Twenty-five (25) Association leave days shall be granted to Association officers and/or members to attend Association functions without loss of pay. No more than ten (10) days shall be granted to any one member. The Association shall reimburse the district for wages and benefits of the substitute(s) involved.
2. Additional days may be granted at the discretion of the Board and at the request of the Association.

ARTICLE VI

TEACHER WORK YEAR

A. School Work Year

2012-13: The school work year for employees shall be within the confines of the school calendar, or revisions thereof, as adopted by the Board, and shall not exceed one hundred eighty-four (184) days comprising one hundred eighty (180) days when pupils are in attendance and two (2) staff development and two (2) in-service days.

2013-14: The school work year for employees shall be within the confines of the school calendar, or revisions thereof, as adopted by the Board, and shall not exceed one hundred eighty-five (185) days comprising one hundred eighty (180) days when pupils are in attendance and three (3) staff development and two (2) in-service days.

2014-15: The school work year for employees shall be within the confines of the school calendar, or revisions thereof, as adopted by the Board, and shall not exceed one hundred eighty-six (186) days comprising one hundred eighty (180) days when pupils are in attendance and four (4) staff development and two (2) in-service days.

B. Definitions

1. Staff Development Days: Teachers shall be required to attend days designated for teacher training. The administration may conduct mandatory training of district initiatives for targeted groups of teachers. Teachers will receive ½ hour lunch, one ten-minute break and one fifteen-minute break. The days will last the same length as a contract day.
2. Professional Development: Teachers, except those who are non-tenured or on an improvement plan, shall be given the option to attend Professional Development Days. Teachers who are non-tenured or on an improvement plan shall be required to attend PD days. At least half of the professional development days, teachers will be given options overseen by the Professional Development Committee that will emphasize teacher choice based on needs assessments conducted by the Professional Development Committee. On the remaining day(s) the Administrative Team will be in charge of programming professional development activities that both meet administrative needs and still adhere to the needs addressed by the faculty in the Professional Development Committee needs assessment. The District shall offer two (2) to four (4) days. All teachers shall be paid \$185 for each PD day attended.
3. Act 80: An Act 80 day is a student day used as a Staff Development day in accordance with Pennsylvania laws and regulations.
4. In-service: The Administrative team will have up to three hours at the

beginning of the day for District and building level meetings including travel time planned for and overseen by District Administrators. The faculty will use the remainder of the day for teacher directed planning and room preparation. Teachers will receive a thirty-minute lunch and the day will last the same length as a contract day.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teacher Day

1. 2012-13 and 2013-14: The bargaining unit member's normal workday shall not exceed seven (7) hours and twenty-five (25) minutes consecutively. The workday shall be scheduled between 7:30 AM and 4:00 PM in accordance with the normal workday scheduled for each building. All employees will be given a tentative building schedule no later than August 1.

2014-15: The bargaining unit member's normal workday shall not exceed seven (7) hours and thirty (30) minutes consecutively. The workday shall be scheduled between 7:30 AM and 4:00 PM in accordance with the normal workday scheduled for each building. All employees will be given a tentative building schedule no later than August 1.
2. On Fridays or on days preceding holidays or vacations, the teachers' and guidance counselors' day shall end when the pupils are dismissed.
3. Teachers will supervise early morning and afternoon bus students subject to the following conditions:
 - a. Teacher approval must be given unless the necessary number of supervisors are unavailable in which case a teacher may be assigned without his/her approval.
 - b. The length of the teacher's day assigned to such supervision will be consistent with the above provisions.
4. Teachers will attend Open House for their building.
5. Teachers will participate in PTA where it is currently operating and subject to the requirements that are presently in existence.
6. Teachers will participate in after-school parent conferences, as directed by administration. Teachers shall not be required to participate in more than four (4) after-school parent conference nights. Parent conferences shall be designated in advance in the school calendar. Teachers shall be paid average per diem rate for

up to two (2) full days. In the event of potential conflicts, arrangements for coverage shall be made between the teacher and appropriate building administrator.

7. Meetings

a. Number of Meetings

- (1) Professional employee/temporary professional employees will be expected to attend up to three (3) meetings each month during the school term. Such meetings include but are not restricted to faculty meetings and department or grade level meetings. By a majority vote of those scheduled to attend a meeting, the meeting may occur in the morning prior to the start of the school day, beginning no earlier than 7:10 AM, or in the afternoon at the end of the school day.
- (2) Additional meetings may be scheduled at the request of the Board or its agents and with the approval of the Association or the teachers involved.

b. Time and Length of Meeting. The meetings provided for in the preceding paragraph will be held as per item 7a (1) and will last for no longer than approximately fifty (50) minutes.

8. Kindergarten Orientation will be compensated 3 hours at the current curriculum rate per teacher. Participation will be voluntary.

B. Teaching Load

1. The daily teaching time for teachers shall be at most five (5) hours a day and no more than twenty-five (25) hours a week.
2. A secondary teacher shall be assigned at most one and three-fourth ($1\frac{3}{4}$) hours a day and no more than five and three-fourth ($5\frac{3}{4}$) hours a week to supervise study periods or non-compensated extra-curricular activities during school hours.
3. Through mutual consent of the teacher(s) involved and the Board and administration, the teaching hours per week may be increased.

C. Lunch Periods

1. All professional employee/temporary professional employees shall have a daily duty-free lunch period of at least thirty (30) minutes.

2. Teachers may leave the building with permission during their scheduled duty-free lunch periods.

D. Preparation Time

Classroom teachers shall, in addition to their lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

1. Every teacher shall have a minimum of thirty (30) consecutive minutes preparation time per day and a minimum of three and three-fourth (3 ¾) hours of preparation time per week.
2. Other teachers who are not regular classroom teachers shall be provided with preparation time to the same extent as classroom teachers.

E. Exceptions

Exceptions to the provisions of Sections A, B, and C of this ARTICLE may be made only in cases of extreme emergency. When made, however, the employees who are required to work beyond their regularly assigned duties shall be compensated at the rate of \$15.00 per hour or major fraction thereof.

ARTICLE VIII

NON-TEACHING DUTIES

A. Pupil Transportation

Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advanced approval of his/her Principal or immediate supervisor. He/she shall be compensated at the IRS rate for the use of his/her own automobile.

B. Reimbursement for Travel Expense

Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance as described above. The same allowance shall be given for the use of personal cars for field trips or other business of the District.

ARTICLE IX

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Certification

No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's Degree from an accredited college or university and an Instructional I (Provisional) or an Instructional II (Permanent) Certificate.

B. Exceptions

The employment of teachers by individual contracts based on special certificates is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials, and the Association shall be notified in each instance.

C. Limitations

When originally employed, teachers shall not be assigned outside the scope of their teaching qualifications and certification.

D. Notification of Teaching Schedule

All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the last day of required student attendance for the present regular school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly.

E. Dress Code

Employees shall maintain a neat, educationally appropriate, professional, business-like appearance.

ARTICLE X

PROFESSIONAL COMPENSATION

A. Salary Schedule

The basic salaries of employees covered by this Agreement shall follow the schedules as indicated in Appendix A.

2012-13: \$750 on scale; no step movement

2013-14: step movement

2014-15: \$750 on scale; no step movement

B. Extra-Curricular Salary Schedule

Compensation for extra-curricular activities shall be increased each year of the collective bargaining agreement as indicated in Appendix B.

C. Sick Leave Payment

1. The payment of unused sick leave at retirement or legal disability will be at the rate of one hundred dollars (\$100) per day for the duration of the collective bargaining agreement for unlimited accumulation of sick leave.
2. To be eligible for this provision, an employee must have completed fifteen (15) years of service, eight (8) years of which must be in the Huntingdon Area School District.
3. In the event of death while in active service of this District, payment will be made to the employee's beneficiary at the above rate in the contract year indicated for all accumulated sick leave regardless of length of service.

D. Retirement Provision

1. The retirement provision provides that an employee with twenty (20) years of service, ten (10) years of which are with the District, will be paid an additional five thousand dollars (\$5,000) upon retirement. The sum will be placed into a 403B account. Notification must be made in writing 120 calendar days prior to the employee's retirement date.
2. The letter of intent to retire is recognized as a final, binding letter of resignation.
3. Instead of paragraph 1 in section C applying, a retiree may elect to remain in the district's health care plan and dental plan at the employee's expense. The district will deposit the amount of \$100.00 multiplied by the total number of days of his/her unused sick leave and personal days into a 403B account. Restrictions: the employee must be 52 years old or older, have 15 years of service in the district, have at least 25 years in PSERS, may not have taken a sabbatical in his/her last year prior to retirement, and may not be on disability retirement. The employee must permanently retire from PSERS.

E. Instruction

During the 2012-13, 13-14, and 14-15 school years, the instructional hourly rate shall be \$23.00.

F. Curriculum Work

During the 2012-13, 13-14, and 14-15 school years, the curriculum work hourly rate shall be \$23.00.

G. Insurances

1. Health Care Insurance

The Board shall provide the health care insurance protection under the Highmark Blue Cross/Blue Shield Select Blue + Options (PPO). The Board will pay 90% of the monthly premium and the employee will pay 10% of the monthly premium. Any change in carrier and/or benefits shall be done by mutual consent of both the Board and the Association. See Appendix C for PPO co-pay levels.

2. Life Insurance

Group Life

The Board shall pay the premium group term life policy. The amount of coverage shall be \$35,000. Employees must meet the terms of the current policy in force for initial coverage or increased coverage. The Board will not change carriers for the above term coverage without meeting with the Association on a “meet-and-discuss” basis.

3. Dental Care

After agreement with the Association regarding appropriate carrier(s), the Board shall provide the dental care program paying 50% of any accepted dental insurance program.

4. Description to Employees

The Board shall provide to each employee descriptions of the coverages provided under this Article no later than the beginning of the school year which shall include a clear description of conditions of the limits of coverage.

H. Special Salary Provisions

1. School Counselors

High School Counselors may work up to twenty (20) additional days, Middle School Counselors up to fifteen (15) additional days, and Elementary up to ten (10) additional days, each year during the summer months of June, July, and August, as specified or approved by the respective building principal, at the per diem rate of the base salary per day for each year of the collective bargaining agreement. Any additional days beyond shall be offered as warranted in

supplemental contracts at the per diem rate of the base salary per day for each year of the collective bargaining agreement.

2. Vocational Agriculture Teacher

The Vocational Agriculture teacher may work up to twenty (20) additional days each year during the months of June, July, and August, as specified and approved by the respective building principal, at the per diem rate of the base salary per day for each year of the collective bargaining agreement. Any additional days beyond shall be offered as warranted in supplemental contracts at the per diem rate of the base salary per day for each year of the collective bargaining agreement. Notification of supplemental contract will be no later than October 1.

I. Method of Payment

Each employee covered by the provisions of this Agreement shall receive his/her annual salary in twenty-six (26) equal payments, paid bi-weekly. If the employee desires to receive his/her pay for June, July, and August, and requests sixty (60) days in advance to receive his/her pay the last school day in June, the District will make every effort to comply.

J. Part-Time Teachers

1. Part-time teachers are those teachers who are employed by the School District and teach a maximum of 3 ¼ hours daily. The School Board shall pay Health Care, Life Insurance, and Dental Care Insurance for part-time teachers and one-half (50%) of the prevailing rate for full-time teachers. Sick and personal days for part-time teachers shall be one-half (50%) of full-time teacher. Part-time teachers shall be charged one-half if absent a teaching day.
2. Part-time teachers shall be placed on the appropriate salary level, commensurate with experience and additional credits, receiving one-half (50%) scale. Each year taught as a part-time teacher will count as one year on the salary scale. All monetary benefits for part-time teachers shall be one-half (50%) of full-time teachers. Other benefits shall be the same as full-time teachers.

K. Supplemental Contract (Extra-Curricular Activities)

Teachers who move from one coaching position to another within the same sport shall be given full credit for prior experience.

L. Doctorate Certification

For the purposes of placement on the salary schedule, the designation "D" for doctorate shall require the teacher to have been formally awarded a Ph.D. or D.Ed. degree from a recognized four year, degree granting college or university recognized by NCATE.

ARTICLE XI

VACANCIES-TRANSFERS

A. Request for Transfer

The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its professional employee/temporary professional employees. Requests by a professional employee/temporary professional employee for transfer to a different class, building or position shall be made in writing, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board and/or the administration shall act upon such request within thirty (30) days after receipt thereof. The criteria for adjudging the request shall include the teacher's seniority and time of request, as well as availability of position requested.

B. Posting of Vacancies

The Board agrees to attempt to fill all vacancies hereafter, including vacancies in supervisory positions, evening school, summer school, home teaching, federal projects and other programs from within its own teaching staff. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same for at least two (2) weeks (14 days) (unless it is an emergency) before the position is filled and notify the Association. Vacancies shall be filled on the basis of the experience, competency and qualifications of the applicant as determined by the School Board. In cases in which experience, competency and qualifications are deemed, in the School Board's opinion, to be equal, the School Board may rely on such other relevant factors as it determines are material in awarding the position. Any new positions shall be posted with accompanying job descriptions, qualifications and salary. Vacancies occurring when school is not in session shall be posted in the Huntingdon DAILY NEWS, Classified Section.

C. Involuntary Transfer

The transfer of any employee shall be made only after consultation with said employee.

ARTICLE XII

EMPLOYEE EVALUATION

A. General Criteria

1. Open Evaluation. All monitoring or observation of the work performance for the purpose of evaluation of a professional or temporary professional employee/temporary professional employee shall be conducted openly and with

full knowledge of the employee. This Article is not to prevent administrators from direct, unannounced observations of staff members.

2. Evaluation by Authorized Personnel. Professional and temporary professional employee/temporary professional employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended. Any evaluative form or other rating forms or any criteria used instead of the Department of Education form shall be developed jointly by the Board and the Association.
3. Copies of Evaluation. An employee shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
4. Evaluation and Rating Procedure.
NOTE: Both Parties are aware that Act 182 of 2012 has provided for extensive changes and has outlined new rating procedures. Act 182 has also outlined that language in collective bargaining agreements cannot conflict with the new rating procedures. See language from 1123.

B. Personnel File

1. Contents Available. An employee's right to review his or her personnel file shall be consistent with the existing Pennsylvania law dealing with the Inspection of Personnel Files. Each employee shall be permitted, at least once per academic year, upon notice to the Superintendent, to review the contents of his or her personnel file. Said employee may be accompanied by a representative of the Huntingdon Area Education Association, if desired. These files may not be removed from the Administration Building although an employee may add material which he or she feels is necessary in order to explain documents contained in the file. Employees who so request shall be entitled to receive, at their expense, copies of any document contained within said file. An employee shall be entitled to have a representative of the Association accompany him during such review.
2. Performance Evaluations. Any material, either in the nature of a performance evaluation or which may reasonably lead to disciplinary action, shall be reviewed with the subject employee prior to its placement in the employee's personnel file. The employee shall have the opportunity to acknowledge that he or she has reviewed such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall have the right to submit a written response to such material which shall be reviewed by the Superintendent or his

designee and attached to the file copy, however, the fact of such review shall in no way be considered an agreement with the employer's written response.

3. No Separate File. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

C. Notification of Complaints

Any complaints regarding an employee made to any member of the administration by any parent, student or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The complainant's identity shall be stated unless it is a sexual harassment or an Act 151 (Child Abuse) complaint, in which case the complainant's identity must remain confidential. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and his/her counsel at any meetings or conferences regarding such complaint.

D. Communication

Prior to any evaluation report, the immediate supervisor of a professional or temporary professional employee/temporary professional employee shall have an appropriate communication, including but not limited to all steps below, with said employee regarding his or her performance as a teacher as follows:

1. Report Issued. Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports and observations.
2. Report Addressed. Such reports shall be addressed to the employee.
3. Report Written. Such reports shall be written in narrative form and shall include, when pertinent:
 - a. Strengths of the employee as evidenced during the period since the previous report.
 - b. Weaknesses of the employee as evidenced during the period since the previous report.
 - c. If any deficiencies are noted in the evaluation, the supervisor shall be responsible for establishing with the individual evaluated a program of remediation, to include observations, evaluations, and recommendations for improvement, and direct assistance in implementing recommendations for improvement. The evaluated individual shall be informed of his/her progress.

ARTICLE XIII

COMPLAINT PROCEDURE

A. Procedural Requirement

Any complaints regarding a teacher made to any member of the administration by any parent, student or other person which does or may influence evaluation of a teacher shall be processed according to the procedure outlined below.

B. Meeting with Principal or Immediate Supervisor

The Principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint. The complainant's identity shall be stated unless it is a sexual harassment or an Act 151 (Child Abuse) complaint, in which case the complainant's identity must remain confidential. They shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meetings or conferences regarding such complaint.

D. Procedure

Step 1. In the event a complaint is unresolved to the satisfaction of all parties, the teacher may request a conference with the complainant to attempt to resolve the complaint. If the complaint is unresolved as a result of such conference or if no mutually acceptable conference can be agreed upon, the complaint shall move to Step 2.

Step 2. Any complaint unresolved under Step 1, at the request of the teacher or the complainant, shall be reviewed by the building Principal or counter-part supervisor in an attempt to resolve the matter to the satisfaction of all parties concerned.

Step 3. Any complaint unresolved at Step 2 may be submitted in writing by the complainant or the teacher to the building Principal or counter-part supervisor who shall forthwith forward a copy to the Superintendent or his designee and the complainant.

Step 4. Upon receipt of the written complaint, the Superintendent or his designee shall confer with all parties. The teacher shall have the right to be present at all meetings of the Superintendent or his designee and the complainant.

Step 5. If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned, at the request of the complainant or the teacher he shall forward the results of his investigation along with his recommendation, in writing, to the Board and a copy to all parties concerned.

Step 6. After receipt of the findings and recommendations of the Superintendent or his designee, and before action thereon, the Board shall afford the parties the opportunity to meet with the Board and show cause why the recommendations of the Superintendent or his designee should not be followed. Copies of the action taken by the Board shall be forwarded to all parties.

Step 7. No notice of complaint shall be included in the employee's personnel file if the complaint is unsubstantiated.

ARTICLE XIV

TEACHER-ADMINISTRATION LIAISON

A. Meetings with Superintendent

The Association's representatives shall meet with the Superintendent and/or his designee at least once a month during the school year to review and discuss current school problems and practices and the administration of this Agreement.

ARTICLE XV

ILLNESS OR DISABILITY

A. Accumulative Sick Leave Days

On the opening day of each school year, each teacher shall be credited with a ten (10) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation.

B. Sick Leave Bank

At the beginning of each school year, each teachers may contribute sick leave days to a common bank to be administered by the Association. Contributing teachers who have exhausted their accumulated personal sick leave allowance may make reasonable withdrawals, as determined by the Association, from the common bank, provided that there are sufficient days available in the bank. Notification of contributions shall be given to the Board no later than ten (10) days after the beginning of each school year. The Association will require any professional employee/temporary professional employee using the S.L.B. to submit every five (5) days an H.A.E.A. form signed by a medical doctor stating the employee was ill and unable to work; further, the form will also require the employee to sign a statement that he or she was not employed in any other occupation during this time; and a copy is to be sent to the Board by H.A.E.A..

C. Leave of Absence

A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave shall be entitled to a leave of absence without pay for the remainder of the teaching year. Upon application to the Board and for good cause shown, such leave of absence may be extended for additional periods of time. If, after the conclusion of the leave of absence including reasonable extensions where appropriate, the employee is unable to resume his or her normal duties, he or she shall be terminated. During any leave of absence provided under this Section, there shall be no payment of wages or accrual of benefits except that an individual's seniority will not be affected by such leave of absence.

D. Notification of Accumulation of Sick Leave

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

Teachers shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Religious. Up to two (2) days per school year for observance of religious holidays where said observance prevents the teacher from working on said days.
2. Legal. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system.
3. Bereavement. Up to three (3) days at any one time in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, great-grandparent, grandchild, and any other member of the immediate household. Teachers shall be granted up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or a student in the Huntingdon Area School District, the Principal or immediate supervisor of said teacher or student shall grant to an appropriate number of teachers' sufficient time off to attend the funeral.
4. Personal Leave. Each employee shall be entitled to personal leave on the following basis:

- a. Each employee shall be entitled to one personal day per year beginning with the first year of employment.
- b. After five (5) years of consecutive service with the District, employees, shall be entitled to two (2) personal leave days per year.
- c. After ten (10) years of consecutive service with the District, employees shall be entitled to three (3) personal leave days per year.
- d. Unused personal leave days shall accumulate to a bank of ten (10) days. Five (5) days may be used without restrictions except the application of the 10% rule. If a day or days are taken during the last three weeks of school, the teacher must have the approval of the building administrator and a plan to insure that all end-of-the year procedures are completed. Five (5) personal days may be used as emergency days for family or personal business or as emergency leave with the approval of the Superintendent or his designee. Personal days over ten (10) at the beginning of each school year will roll over to sick days.
- e. Upon retirement, unused personal days shall become additional sick days.

B. In Addition to Sick Leaves

Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

C. Maternity Leave

Female employees of the Huntingdon Area School District who have been duly elected and have served at least one (1) day in their position shall be entitled to a leave of absence for disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, as certified in writing by a licensed physician. One of the following leaves of absence may be selected by the employee:

- 1. A leave consisting of a portion of the provided or accumulated sick leave.
- 2. A leave consisting of all of the provided or accumulated sick leave.
- 3. A leave consisting of a portion of the provided or accumulated sick leave and an extended disability leave.
- 4. A leave consisting of all of the provided or accumulated sick leave and an extended disability leave.
- 5. A disability leave that excludes the use of sick leave.

The leaves of absence shall be governed by the following policies:

1. While on sick leave, the employee shall receive full salary and benefits normally received, shall retain tenure, and shall accrue service credit. The accrual of service credit shall include credit for the purpose of accruing seniority rights, sick leave, and personal days and for the purpose of attaining tenure, certification and advancement on the salary scale by annual increments.
2. While on the extended disability leave, the employee shall receive no salary; however, if the total paid service during the school year is ninety (90) or more days, the employee shall receive full credit toward advancement on the salary scale by annual increments. The employee shall have the right to maintain hospitalization, dental care, and life insurance at her own expense, providing that these procedures are legal.
3. The beginning date for a leave shall be determined jointly by the employee's physician and the employee upon the employee's physician's certification of pregnancy. Notification of pregnancy shall be given to the Board of Education in the fifth month of pregnancy. Notification of the beginning date of the leave shall be made at least thirty (30) days before that beginning date.
4. The leave of absence shall not extend beyond a maximum of one (1) year from the date of the beginning of the leave.
5. On returning to service from maternity leave, the employee shall be returned to the same position she occupied prior to the leave. If that position no longer exists, the employee shall be given another position for which she is properly certificated.
6. The employee shall file with the Superintendent a written report from the employee's physician that the employee is able to assume her regular duties. Cost of such examination shall be the responsibility of the employee.

ARTICLE XVII

UNPAID LEAVES OF ABSENCE

A. International and Federal Programs

A leave of absence of up to two (2) full school terms or four (4) half school terms may be granted to any teacher upon application for the purpose of participating in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; ACTION, Teacher's Corps or Job Corps as a full-time participant in such program; or a cultural travel or work program related to his or her professional responsibilities; provided said teacher states his/her intention to return to the school system.

B. Professional Study

A leave of absence of up to one (1) full school term or two (2) half school terms may be granted to any teacher upon application for the purpose of engaging in study at an accredited college or university reasonably related to his or her professional responsibilities. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he or she would have been had he or she taught in the District during such period.

C. Association

A leave of absence not to exceed two (2) full school or four (4) half school terms may be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff.

D. Political

A leave of absence not to exceed two (2) full school terms or four (4) half school terms may be granted to any teacher upon application for the purpose of campaigning for, or serving in, a public office.

E. Return From Leave – Benefits

All benefits to which a teacher was entitled at the time his or her leave commenced, including seniority, unused accumulated sick leave, and credits toward sabbatical eligibility, shall be restored to him or her upon his or her return as fully as if he or she had never taken said leave; and he or she shall be assigned to the same position or equivalent which he or she held at the time said leave commenced.

F. Fringe Benefits

It shall be the employee's right to maintain hospitalization, dental care, and insurance at his or her own expense while on any of the leaves described in paragraphs A-D.

G. Limitations

The Board shall not limit the number of leaves of absence granted in any school year to less than ten percent (10%) of the number of persons eligible for such leaves of absence regularly employed in the School District.

H. Other leaves of absence may be granted by the Board for good reason.

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

The Board agrees to support the principle of continuing training of teachers and the improvement of instruction.

B. Implementation of Program

To work toward the ends stated above, the Board agrees to implement the Huntingdon Area School District Act 178 Professional Development Plan.

1. Professional Development Committee

The Professional Development Committee that will oversee the implementation of the Professional Development Plan will be a standing committee with a 50-50 membership between H.A.E.A. and the Board of Education/Administration.

a. Membership (21)

- (1) Elementary staff will be represented by four (4) teachers.
- (2) The middle school will be represented by three (3) teachers from its staff.
- (3) The high school will be represented by three (3) teachers from its staff.
- (4) The Board of Education and the Administration will be represented by eleven (11) individuals with the combination of the eleven to be determined by the Board and the Administration.

b. Subcommittees will reflect the same simple majority of the Board/Administration as the standing committee with the subcommittees including but not limited to the following:

- (1) Induction – Induction is a program designed to support and instruct a beginning teacher during the initial teaching experience. The District Induction Committee shall develop, implement, and revise the District Induction Program.

(2) Conference/Travel/Visitation

Membership: Two (2) teacher members of the Professional Development Committee.
Three (3) Board/Administration members of the Professional Development Committee

Purpose: To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend such sessions with the approval of the Conference/Travel/Visitation Subcommittee.

Each teacher representative will be selected by the teachers on the elementary, middle school, and high school staffs. The Principal will convene teachers to select teacher representatives and submit the representatives' names to the Professional Development Coordinator.

Credits will continue to be reimbursed; structure to be discussed between the parties.

c. Professional Development Coordinator

(1) The chair will be a teacher selected by the Committee.

(2) Duties:

(a) Attend and conduct meetings of the committee.

(b) Consult with the Professional Development Coordinator about the agenda or any other matter regarding implementation of the plan.

(c) Represent the district at conferences regarding Professional Development.

2. Professional Development Days

Refer to Article VI

3. Credit Reimbursement

Tuition Credit Reimbursement – To reimburse tuition credit expense under the following conditions:

a. Credit will be taken at an accredited school or I.U. if prior approval is given by Superintendent.

- b. Courses must receive approval through the Professional Development Committee procedure.
- c. Payment will be given only after proof of course completion with a grade of "B" or better, and pass if the course is pass/fail only, and a receipt of payment.
- d. Credit reimbursement will be 100% of the Shippensburg rate for PA residents for both graduate and undergraduate credits.
- e. New teachers who do not have permanent certification will be reimbursed at 75% for the first 24 credits as outlined in d.
- f. A maximum of twelve (12) credits per year (limit six per college term) can be taken.
- g. Credits must be to maintain and improve skills within an individual's area of certification or assignment or to earn an additional certification or general teaching methodology practices.
- h. Deductions will be taken in accordance with all federal, state, and local laws.
- i. Year is defined as contract year.
- j. Any employee that participates in the credit reimbursement program agrees to work in the district for a minimum of two years after the completion of the course. Failure to complete two full years of service will require that the employee refund the payment for the course(s) taken within the previous year.

ARTICLE XIX

PROTECTION OF TEACHERS

A. Unsafe and Hazardous Conditions

Employees covered by this agreement shall not be required to work under unsafe and hazardous conditions or to perform tasks which endanger their health, safety, or well-being as determined by the Pennsylvania Department of Labor and Industry. Employee attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Assault

1. Legal Assistance – The Board shall give full support including legal and other assistance for any assault upon an employee covered by this Agreement while acting in the discharge of his duties.
2. Leave – When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
3. Retention of Benefits – Benefits derived under this Agreement shall continue through the period of any Worker's Compensation.

C. Report Assault

1. To Principal or Immediate Superior – Teachers shall immediately report cases of assault suffered by them in connection with their employment to their Principal or other immediate superior.
2. To Superintendent – Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.

D. Criminal or Civil Proceedings

If criminal or civil proceedings are brought against an employee in the School District, alleging that the employee committed an assault in connection with his/her employment, such employee may request the Board to furnish legal counsel to defend the employee in such proceeding. If the Board does not provide such counsel and the employee prevails in the proceeding, then the Board shall reimburse the employee for counsel fees incurred by him in his own defense.

E. Reimbursement for Loss or Damage

The Board shall reimburse employees (less any insurance reimbursement) for any loss, damage, or destruction of clothing or personal property of the teacher as a result of assault or accident while on duty on the school premises, in school premises, or on a school-sponsored activity.

F. Reimbursement for Medical, Surgical, Hospital Services

The Board shall reimburse an employee for the cost of medical, surgical, or hospital services (less the amount of any insurance reimbursement) incurred as the result of any assault or accident sustained in the course of his/her employment. Reimbursement shall not exceed \$5,000.00 per person per year.

ARTICLE XX

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. Definition of Responsibilities

A student discipline policy shall be prepared and reduced to writing by the Board of Education and presented to each teacher at the start of each school year.

B. Special Assistance

When in the judgment of a teacher, a student requires the attention of the Principal, the Assistant Principal, a counselor, a psychologist, a physician, or another specialist, he/she shall so inform his/her Principal or immediate supervisor. The Principal or immediate supervisor shall make arrangements by the end of the next school day for a conference among himself, the teacher, and an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

C. Disciplinary Procedure

An appropriate student disciplinary procedure shall be developed for each school building by a student disciplinary committee consisting of the building Principal or the immediate supervisor, the School Counselor, and two teachers. Said procedures shall be submitted to the Board for approval and, upon approval, to the building faculty prior to its implementation.

D. Expanded Involvement

Nothing in this ARTICLE pertaining to the development of guidelines and procedures by each school's student discipline committee shall be interpreted to prevent these committees from consulting or adding to their number such additional teachers, professional advisors, parents, students, or other persons as the original members herein designated shall determine are desirable and appropriate for said purposes.

ARTICLE XXI

PERSONAL FREEDOM

A. Personal Life

The personal life of a teacher shall be the concern of and warrant the attention of the Board only as it may directly prevent the teacher from properly performing his or her assigned functions during duty hours.

B. Citizenship

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, providing said activities do not violate any local, state, or federal law.

ARTICLE XXII

MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees within the bargaining unit covered by this Agreement who are members of the Association at the time this Agreement is ratified or who after becoming members thereof during the term of this Agreement are subject to the "maintenance of membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

B. Implementation

1. All employees, as described in Section A, must, as a condition of continued employment, retain their membership in the Association for the duration of this Agreement, provided that any such employee or employees may resign from such membership during a period of fifteen (15) days prior to the expiration of this Agreement.
2. The Association shall notify each individual member in writing sixty (60) days prior to the expiration date of this Agreement of the "maintenance of membership" provisions as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. A copy of the written notification shall be forwarded to the Superintendent at the same time. The Superintendent shall, upon failure of the Association to give proper notification as outlined above, notify all employees of the "maintenance of membership" provisions under Act 195.
3. The Board, upon receiving a signed statement from the Association by its President and Treasurer indicating that the employee has failed to comply with the conditions set forth in Section 1 above, shall immediately notify said employee that his/her services shall be discontinued at the end of the current semester and shall dismiss said employee accordingly.
4. An employee who shall tender membership dues, fees, and assessments shall be deemed to meet the conditions of this Article so long as the employee is not more than sixty (60) days in arrears in the payment of such dues or fees or assessments.

5. The Board shall be notified in writing by the Association of any employee who is sixty (60) days in arrears in payment of membership dues, fees, or assessments.

ARTICLE XXIII

MEMBERSHIP DUES DEDUCTIONS

A. Deduction from Salary

The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the Board to deduct and transmit the monies by check promptly to the Huntingdon Area Education Association.

Equal Monthly Installments. Deductions referred to in Paragraph A above will be made in as nearly equal monthly installments as practicable during the school year.

B. Authorization Cards Supplied to the Board

No later than September 30 of each year the Agreement is in effect, the Huntingdon Area Education Association will provide the Board with signed authorization cards of those employees who have authorized dues to be deducted by the Board for said Association.

C. Authorization Cards

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

D. Fair Share

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share as provided for by Act 84 of 1988. The Board and the Association agree to comply with all the provisions of said law. The Association agrees to extend to all non-members the opportunity to join the Association.

The Association shall indemnify and hold the District harmless against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken by the Association or by an individual or entity pertaining to the provisions of this section. In the event of any action, all costs, including legal fees, shall be borne by the Association.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. Maintenance of Standards

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves, and general teaching conditions shall be maintained at not less than the highest minimum standards in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement. This Agreement shall not be interpreted or applied to deprive teachers of professional advantages heretofore enjoyed unless expressly stated herein.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

C. Compliance between Individual Contract and Master Agreement

Any individual contract between the Board and an individual teacher heretofore and hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board and the Association after the agreement with the Association on format within (30) days after the Agreement is signed. The Agreement shall be distributed by the Association to all teachers now employed. The Agreement shall be distributed by the Board to all teachers hereafter employed.

E. Meet-and-Discuss

The Board and the Association agree to form a "Meet-and-Discuss" Committee which will consist of five (5) members representing each party; however, the Board's Committee must consist of at least two school board members. The committee will meet monthly, September through May, with the time and location of such meetings to be mutually agreed upon by the members of the Committee after its formulation. An agenda for each meeting must be jointly prepared one (1) week in advance of scheduled meetings. Either party may bring in reference personnel to any meeting providing they are named on the agenda.

F. No Strike/No Lock-Out

Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement; and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this Agreement. Further, the bargaining agent pledges that it will take such positive action as may be necessary to ensure bargaining unit compliance with this no-strike pledge.

ARTICLE XXV

REDUCTION IN STAFF

A. Reduction in Staff

When it becomes necessary to reduce staff, seniority will be used with the least amount of seniority within a certification in the District being the determining factor.

ARTICLE XXVI

DURATION OF AGREEMENT

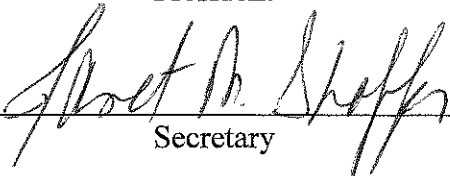
A. Effective Date

This Agreement shall be effective as of August 16, 2012, and shall continue in effect until June 30, 2015, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.


B. IN WITNESS THEREOF, the Association has caused this Agreement to be signed by its President and its Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

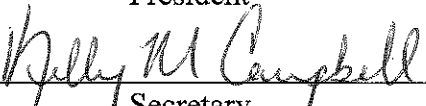
HUNTINGDON AREA BOARD OF EDUCATION

By 
President

By 
Secretary

HUNTINGDON AREA EDUCATION ASSOCIATION

By 
President

By 
Secretary

Appendix A

2012-2013 Salary Scale (\$750)

Years	Step	B	B+9	B+18	B+27	B+36/m	M+9	M+18	M+27	M+36	M+45	M+54	D
1-4	1	\$34,791	\$34,991	\$35,191	\$35,391	\$35,891	\$36,091	\$36,291	\$36,491	\$36,691	\$36,891	\$37,091	\$37,291
5	2	\$36,332	\$36,532	\$36,732	\$36,932	\$37,432	\$37,632	\$37,832	\$38,032	\$38,232	\$38,432	\$38,632	\$38,832
6	3	\$37,873	\$38,073	\$38,273	\$38,473	\$38,973	\$39,173	\$39,373	\$39,573	\$39,773	\$39,973	\$40,173	\$40,373
7-11	4	\$39,414	\$39,614	\$39,814	\$40,014	\$40,514	\$40,714	\$40,914	\$41,114	\$41,314	\$41,514	\$41,714	\$41,914
12-13	5	\$40,955	\$41,155	\$41,355	\$41,555	\$42,055	\$42,255	\$42,455	\$42,655	\$42,855	\$43,055	\$43,255	\$43,455
14	6	\$42,496	\$42,696	\$42,896	\$43,096	\$43,596	\$43,796	\$43,996	\$44,196	\$44,396	\$44,596	\$44,796	\$44,996
15	7	\$44,037	\$44,237	\$44,437	\$44,637	\$45,137	\$45,337	\$45,537	\$45,737	\$45,937	\$46,137	\$46,337	\$46,537
16	8	\$45,578	\$45,778	\$45,978	\$46,178	\$46,678	\$46,878	\$47,078	\$47,278	\$47,478	\$47,678	\$47,878	\$48,078
17-18	9	\$47,119	\$47,319	\$47,519	\$47,719	\$48,219	\$48,419	\$48,619	\$48,819	\$49,019	\$49,219	\$49,419	\$49,619
19	10	\$48,660	\$48,860	\$49,060	\$49,260	\$49,760	\$49,960	\$50,160	\$50,360	\$50,560	\$50,760	\$50,960	\$51,160
20	11	\$50,201	\$50,401	\$50,601	\$50,801	\$51,301	\$51,501	\$51,701	\$51,901	\$52,101	\$52,301	\$52,501	\$52,701
21-22	12	\$51,742	\$51,942	\$52,142	\$52,342	\$52,842	\$53,042	\$53,242	\$53,442	\$53,642	\$53,842	\$54,042	\$54,242
23-24	13	\$53,283	\$53,483	\$53,683	\$53,883	\$54,383	\$54,583	\$54,783	\$54,983	\$55,183	\$55,383	\$55,583	\$55,783
25-27	14	\$54,824	\$55,024	\$55,224	\$55,424	\$55,924	\$56,124	\$56,324	\$56,524	\$56,724	\$56,924	\$57,124	\$57,324
28	15	\$56,365	\$56,565	\$56,765	\$56,965	\$57,465	\$57,665	\$57,865	\$58,065	\$58,265	\$58,465	\$58,665	\$58,865
29+	16	\$57,906	\$58,106	\$58,681	\$58,881	\$59,381	\$59,581	\$59,781	\$59,981	\$60,181	\$60,381	\$60,581	\$60,781

2013-2014 Salary Scale (step movement)

Years	Step	B	B+9	B+18	B+27	B+36/m	M+9	M+18	M+27	M+36	M+45	M+54	D
1	1	\$34,791	\$34,991	\$35,191	\$35,391	\$35,891	\$36,091	\$36,291	\$36,491	\$36,691	\$36,891	\$37,091	\$37,291
2-5	2	\$36,332	\$36,532	\$36,732	\$36,932	\$37,432	\$37,632	\$37,832	\$38,032	\$38,232	\$38,432	\$38,632	\$38,832
6	3	\$37,873	\$38,073	\$38,273	\$38,473	\$38,973	\$39,173	\$39,373	\$39,573	\$39,773	\$39,973	\$40,173	\$40,373
7	4	\$39,414	\$39,614	\$39,814	\$40,014	\$40,514	\$40,714	\$40,914	\$41,114	\$41,314	\$41,514	\$41,714	\$41,914
8-12	5	\$40,955	\$41,155	\$41,355	\$41,555	\$42,055	\$42,255	\$42,455	\$42,655	\$42,855	\$43,055	\$43,255	\$43,455
13-14	6	\$42,496	\$42,696	\$42,896	\$43,096	\$43,596	\$43,796	\$43,996	\$44,196	\$44,396	\$44,596	\$44,796	\$44,996
15	7	\$44,037	\$44,237	\$44,437	\$44,637	\$45,137	\$45,337	\$45,537	\$45,737	\$45,937	\$46,137	\$46,337	\$46,537
16	8	\$45,578	\$45,778	\$45,978	\$46,178	\$46,678	\$46,878	\$47,078	\$47,278	\$47,478	\$47,678	\$47,878	\$48,078
17	9	\$47,119	\$47,319	\$47,519	\$47,719	\$48,219	\$48,419	\$48,619	\$48,819	\$49,019	\$49,219	\$49,419	\$49,619
18-19	10	\$48,660	\$48,860	\$49,060	\$49,260	\$49,760	\$49,960	\$50,160	\$50,360	\$50,560	\$50,760	\$50,960	\$51,160
20	11	\$50,201	\$50,401	\$50,601	\$50,801	\$51,301	\$51,501	\$51,701	\$51,901	\$52,101	\$52,301	\$52,501	\$52,701
21	12	\$51,742	\$51,942	\$52,142	\$52,342	\$52,842	\$53,042	\$53,242	\$53,442	\$53,642	\$53,842	\$54,042	\$54,242
22-23	13	\$53,283	\$53,483	\$53,683	\$53,883	\$54,383	\$54,583	\$54,783	\$54,983	\$55,183	\$55,383	\$55,583	\$55,783
24-25	14	\$54,824	\$55,024	\$55,224	\$55,424	\$55,924	\$56,124	\$56,324	\$56,524	\$56,724	\$56,924	\$57,124	\$57,324
26-28	15	\$56,365	\$56,565	\$56,765	\$56,965	\$57,465	\$57,665	\$57,865	\$58,065	\$58,265	\$58,465	\$58,665	\$58,865
29+	16	\$57,906	\$58,106	\$58,681	\$58,881	\$59,381	\$59,581	\$59,781	\$59,981	\$60,181	\$60,381	\$60,581	\$60,781

2014-2015 Salary Scale (\$750)

Year	Step	B	B+9	B+18	B+27	B+36/m	M+9	M+18	M+27	M+36	M+45	M+54	D
1-2	1	\$35,541	\$35,741	\$35,941	\$36,141	\$36,641	\$36,841	\$37,041	\$37,241	\$37,441	\$37,641	\$37,841	\$38,041
3-6	2	\$37,082	\$37,282	\$37,482	\$37,682	\$38,182	\$38,382	\$38,582	\$38,782	\$38,982	\$39,182	\$39,382	\$39,582
7	3	\$38,623	\$38,823	\$39,023	\$39,223	\$39,723	\$39,923	\$40,123	\$40,323	\$40,523	\$40,723	\$40,923	\$41,123
8	4	\$40,164	\$40,364	\$40,564	\$40,764	\$41,264	\$41,464	\$41,664	\$41,864	\$42,064	\$42,264	\$42,464	\$42,664
9-13	5	\$41,705	\$41,905	\$42,105	\$42,305	\$42,805	\$43,005	\$43,205	\$43,405	\$43,605	\$43,805	\$44,005	\$44,205
14-15	6	\$43,246	\$43,446	\$43,646	\$43,846	\$44,346	\$44,546	\$44,746	\$44,946	\$45,146	\$45,346	\$45,546	\$45,746
16	7	\$44,787	\$44,987	\$45,187	\$45,387	\$45,887	\$46,087	\$46,287	\$46,487	\$46,687	\$46,887	\$47,087	\$47,287
17	8	\$46,328	\$46,528	\$46,728	\$46,928	\$47,428	\$47,628	\$47,828	\$48,028	\$48,228	\$48,428	\$48,628	\$48,828
18	9	\$47,869	\$48,069	\$48,269	\$48,469	\$48,969	\$49,169	\$49,369	\$49,569	\$49,769	\$49,969	\$50,169	\$50,369
19-20	10	\$49,410	\$49,610	\$49,810	\$50,010	\$50,510	\$50,710	\$50,910	\$51,110	\$51,310	\$51,510	\$51,710	\$51,910
21	11	\$50,951	\$51,151	\$51,351	\$51,551	\$52,051	\$52,251	\$52,451	\$52,651	\$52,851	\$53,051	\$53,251	\$53,451
22	12	\$52,492	\$52,692	\$52,892	\$53,092	\$53,592	\$53,792	\$53,992	\$54,192	\$54,392	\$54,592	\$54,792	\$54,992
23-24	13	\$54,033	\$54,233	\$54,433	\$54,633	\$55,133	\$55,333	\$55,533	\$55,733	\$55,933	\$56,133	\$56,333	\$56,533
25-26	14	\$55,574	\$55,774	\$55,974	\$56,174	\$56,674	\$56,874	\$57,074	\$57,274	\$57,474	\$57,674	\$57,874	\$58,074
27-29	15	\$57,115	\$57,315	\$57,515	\$57,715	\$58,215	\$58,415	\$58,615	\$58,815	\$59,015	\$59,215	\$59,415	\$59,615
30+	16	\$58,656	\$58,856	\$59,056	\$59,256	\$60,131	\$60,331	\$60,531	\$60,731	\$60,931	\$61,131	\$61,331	\$61,531

Appendix B

Position		2012-2013	2013-2014	2014-2015
percent increase		0	0.0337	0.0163
Curriculum Leaders		\$23/hour	\$23/hour	\$23/hour
Building Leaders		\$1,939	\$2,005	\$2,037
HS Marching Band	1	\$3,739	\$3,865	\$3,928
	2	\$3,922	\$4,054	\$4,120
	3	\$4,103	\$4,241	\$4,310
	4	\$4,283	\$4,428	\$4,500
	5	\$4,645	\$4,802	\$4,880
Asst. Marching Band		\$2,441	\$2,523	\$2,564
Elementary/MS Band		\$803	\$830	\$843
School News Page Advisor		\$2,109	\$2,181	\$2,216
HS Christmas Program		\$1,930	\$1,995	\$2,028
MS Christmas Program		\$256	\$265	\$269
Elementary Christmas Program		\$256	\$265	\$269
Belles and Beaus Director		\$2,472	\$2,556	\$2,597
HS Argus Advisor	1	\$3,348	\$3,460	\$3,517
	2	\$3,528	\$3,647	\$3,706
MS Argus Advisor		\$1,674	\$1,730	\$1,758
Dramatics		\$2,382	\$2,462	\$2,503
Senior Class Advisor		\$1,930	\$1,995	\$2,028
Junior Class Advisor		\$1,930	\$1,995	\$2,028
Sophomore Advisor		\$1,749	\$1,808	\$1,837
Freshman Class Advisor		\$1,749	\$1,808	\$1,837
HS Student Council		\$1,805	\$1,866	\$1,896
MS Student Council		\$1,805	\$1,866	\$1,896
National Honor Society Advisor		\$742	\$767	\$780
Key Club Advisor		\$742	\$767	\$780

Appendix B

Position		2012-2013	2013-2014	2014-2015
Athletic Director	1	\$5,424	\$5,607	\$5,698
	2	\$5,967	\$6,168	\$6,268
	3	\$6,530	\$6,750	\$6,860
Head Football Coach	1	\$4,464	\$4,614	\$4,690
	2	\$4,632	\$4,788	\$4,866
	3	\$5,007	\$5,176	\$5,260
	4	\$5,189	\$5,363	\$5,451
	5	\$5,371	\$5,552	\$5,643
Asst. Football Coach	1	\$3,016	\$3,117	\$3,168
	2	\$3,242	\$3,351	\$3,406
	3	\$3,469	\$3,585	\$3,644
	4	\$3,694	\$3,819	\$3,881
	5	\$3,922	\$4,054	\$4,120
Cross country, tennis, golf	1	\$2,292	\$2,369	\$2,408
	2	\$2,518	\$2,603	\$2,646
	3	\$2,743	\$2,835	\$2,882
	4	\$2,970	\$3,071	\$3,121
	5	\$3,196	\$3,304	\$3,358
Field hockey, Soccer, Volleyball, Swimming, Softball, Baseball, Cheerleading, Track Head Coach	1	\$2,835	\$2,931	\$2,978
	2	\$3,061	\$3,164	\$3,215
	3	\$3,287	\$3,398	\$3,453
	4	\$3,513	\$3,631	\$3,690
	5	\$3,739	\$3,865	\$3,928
Field hockey, Soccer, Volleyball, Swimming Softball, Baseball, Cheerleading, Track Assistant Coach MS Cheerleading Advisor/Coach	1	\$2,109	\$2,181	\$2,216
	2	\$2,337	\$2,416	\$2,455
	3	\$2,564	\$2,650	\$2,693
	4	\$2,789	\$2,883	\$2,930
	5	\$3,016	\$3,117	\$3,168
Athletic Trainer	1	\$3,196	\$3,304	\$3,358
	2	\$3,422	\$3,538	\$3,595
	3	\$3,650	\$3,773	\$3,835
	4	\$3,876	\$4,006	\$4,071
	5	\$4,103	\$4,241	\$4,310
Basketball, Wrestling Varsity Head Coach	1	\$4,103	\$4,241	\$4,310
	2	\$4,283	\$4,428	\$4,500
	3	\$4,464	\$4,614	\$4,690
	4	\$4,645	\$4,802	\$4,880
	5	\$5,007	\$5,176	\$5,260

Appendix B

Position		2012-2013	2013-2014	2014-2015
Basketball, Wrestling	1	\$2,835	\$2,931	\$2,978
Varsity Assistant Coach	2	\$3,061	\$3,164	\$3,215
	3	\$3,287	\$3,398	\$3,453
	4	\$3,513	\$3,631	\$3,690
	5	\$3,739	\$3,865	\$3,928
Basketball, Wrestling	1	\$2,292	\$2,369	\$2,408
Junior High Head Coach	2	\$2,518	\$2,603	\$2,646
	3	\$2,743	\$2,835	\$2,882
	4	\$2,970	\$3,071	\$3,121
	5	\$3,196	\$3,304	\$3,358
Basketball, Wrestling	1	\$2,109	\$2,181	\$2,216
Junior High Assistant Coach	2	\$2,292	\$2,369	\$2,408
	3	\$2,472	\$2,556	\$2,597
	4	\$2,654	\$2,743	\$2,788
	5	\$2,835	\$2,931	\$2,978
Filming Football Games		\$104	\$107	\$109

- F. The district will make coverage available to spouses of employees in limited circumstances. Spouses who work for, and have the opportunity for insurance through, 1) the Commonwealth of Pennsylvania; 2) any public school district; 3) any of the State System of Higher Education Universities or State owned universities funded by the State of Pennsylvania; 4) any state-related university of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University and Temple University); or 5) Federal Government will not be eligible for coverage on the District Plan.

Appendix C

Highmark Blue Cross/Blue Shield Select Blue + Options (PPO)

2012-13

- A. In Network Deductible \$100 Individual/\$200 Family
- B. Out-of-Network Deductible \$250 Individual/\$500 Family
- C. Emergency Room \$50 (waived if admitted)
- D. Fees for Physician Office visits, Specialist Office Visits, Preventative Care Visits, and Therapy using the following schedule:
 - 1) Co-pay for physician's office visits, preventative care visits, Therapy - \$20 Co-pay
 - 2) Specialist -\$25
- E. Prescription costs for Retail and Mail Order
 - 1) \$12 generic/\$25 name brand

2013-14

- A. In Network Deductible \$250 Individual \$500 Family
- B. Out-of-Network Deductible \$500 Individual/\$1,000 Family
- C. Emergency Room \$100 (waived if admitted)
- D. Fees for Physician Office visits, Specialist Office Visits, Preventative Care Visits, and Therapy using the following schedule:
 - 1) Co-pay for physician's office visits, preventative care visits, Therapy - \$25 Co-pay
 - 2) Specialist - \$35
- E. Prescription costs for Retail and Mail Order
 - 1) \$10 generic/\$30 name brand/non-formulary \$45
- F. The district will make coverage available to spouses of employees in limited circumstances. Spouses who work for, and have the opportunity for insurance through,
 - 1) the Commonwealth of Pennsylvania; 2) any public school district; 3) any of the State System of Higher Education Universities or State owned universities funded by the State of Pennsylvania; 4) any state-related university of Pennsylvania (Pennsylvania State University, University of Pittsburgh, Lincoln University and Temple University); or 5) Federal Government will not be eligible for coverage on the District Plan.

2014-15

- A. In Network Deductible \$400 Individual \$800 Family
- B. Out-of-Network Deductible \$600 Individual/\$1,200 Family
- C. Emergency Room \$100 (waived if admitted)
- D. Fees for Physician Office visits, Specialist Office Visits, Preventative Care Visits, and Therapy using the following schedule:
 - 3) Co-pay for physician's office visits, preventative care visits, Therapy - \$25 Co-pay
 - 4) Specialist - \$35
- E. Prescription costs for Retail and Mail Order
 - 1) \$10 generic/\$30 name brand/non-formulary \$45

MEMORANDUM OF AGREEMENT
Between Huntingdon Area School District
And
Huntingdon Area Education Association

Whereas, the District and Association were parties to a collective bargaining agreement dated August 16, 2007 to August 15, 2010; and

Whereas, during that period of time a Memorandum of Understanding was entered into entitled "Guidelines for the Online Courses and On-Line Summer School" (see attached); and


Whereas, by the terms of that Memorandum, that Memorandum was set to expire and become null and void at the expiration of the collective bargaining agreement dated August 16, 2007 to August 15, 2010; and

Whereas, the parties negotiated a two year extension of the collective bargaining agreement from August 16, 2010 to August 15, 2012; and

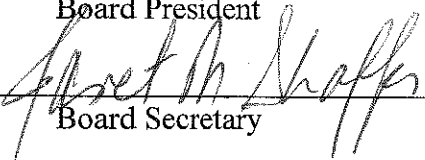
Whereas, the parties recently negotiated a three (3) year extension of the current collective bargaining agreement from August 16, 2012 to June 30, 2015.

Now, therefore, it is understood and agreed to between the parties that the "Guidelines for Online Courses and On-Line Summer School" as in the past Memorandum of Understanding, will become null and void with the expiration of the current collective bargaining agreement which is set to expire on June 30, 2015.

Huntingdon Area Board of Education

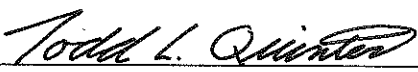
By: 
Board President

8/6/2013
Date

By: 
Board Secretary

8/6/13
Date

Huntingdon Area Education Association

By: 
Association President

8/6/2013
Date

By: 
Association Secretary

8/7/2013
Date

Attachment: "Guidelines for the Online Courses and On-Line Summer School"

MOU
HASD/HAEA
Guidelines for the Online Courses and On-Line Summer School
27 August 2007
Edited – 1 July 2013

I. Administrative Responsibilities

1. Online instructor priority of 1st refusal starts with the instructor of the course within the brick and mortar setting.
 - a. If a student withdraws from the brick and mortar course and enrolls in the same course online, priority of 1st refusal goes to the teacher of record within the brick and mortar school in which the student withdrew.
 - b. If the student initially enrolls with the online course, and there are multiple instructors within the brick mortar setting, priority of 1st refusal goes to the most senior instructor.
2. In a situation when the instructor(s) of the course within the brick and mortar setting does not accept the opportunity, the course will be offered as per past practice following steps 3-6 of the MOU.
3. At the beginning of each school year the on-line administrator will advertise for potential on-line instructors and create a building seniority list of interested faculty. This seniority list will be used for that particular school year when soliciting on-line faculty in situations where the course has not been accepted according to procedures 1-2 of the MOU.
4. Courses will be offered by building, by department, by seniority (most senior interested faculty has 1st right of refusal and so forth). This will be done each school year the first time each specific course is needed. The most senior teacher who accepts will have first consideration for that specific course for the entire year. This process will occur for each new course needed and will be redone each year.
5. If no department member accepts, courses will be offered by certification by seniority within the district and adhere to the above criteria.
6. Only after steps 1-5 are executed may a course be offered outside of HASD faculty. The administration will notify the Association president that outside teachers are being requested at least one week prior to advertising. The Association will try to fill the spot from within its ranks one final time prior to conceding to outside teachers.
7. The school district will be responsible for the cost of courses taken due to scheduling conflict – which are not enrichment or personal choice pending administrative approval.
8. The principals or their designees will approve and document any exceptions to these guidelines after consultation with the Association president. A copy will be provided to the Association.
9. Building principals/designees approve teachers and sign contracts.
10. No course will begin until the teacher signs the individual contract-one per student per course. This contract will clearly contain student contact information, the start and end dates, IEP considerations, if any, and payment amounts.
11. Students will pay for all summer school courses.

12. Courses offered may be provided by the district or by the faculty. In cases where the teacher authors a course they may elect to do so at no charge to the district (thus retaining academic ownership) or may elect to receive remuneration from the district, if offered, in which case they transfer ownership to the district.
13. Curriculum rate will be paid to teachers who author courses for payment at the district's request. The total remittance will be determined by the maximum hours per credit.
14. In-school lab time will be made available to students who need Internet connections and/or special education assistance. Hours outside of the normal school day will be staffed on a voluntary basis and compensated at the current curriculum rate, if approved by the administration.
15. The maximum number of courses taught concurrently will be 4 unless mutually agreed to by both parties.
16. On-line instruction may be provided as a part of the teacher's normal work day/work year if agreed to by all parties concerned. An on-line course will be treated in the same manner as any other course. If curriculum needs to be written outside of the normal school day the current curriculum rate will be paid.

II. Teacher Responsibilities

A. Regular Education Teachers

1. The salary schedule for teachers is as follows: Secondary \$200 per student per one half – credit course, \$225 per half-credit IEP student, \$400 per full credit course \$450 for IEP student, Primary K-5, \$2000 per student (all curriculums).
2. Full credit courses may be completed in a maximum of 10 months; half credit courses may be completed in a maximum of 5 months. Extensions may be offered and will require additional payment as per number 1 above.
3. The teacher will provide the school counselor a weekly progress report of students who are not making adequate progress. Teachers will provide monthly progress reports for students who are making adequate progress in course(s).
4. The teacher will require a minimum of one graded activity per week, when practical.
5. The teacher will attend the training offered through the Intermediate Unit – mandatory.
6. The teacher will establish flexible hours in order to assist the student with the learning process and may be asked by the student(s) to be their Graduation Project Advisor but are not required to accept a student.
7. The teacher will complete all work for online course before or after the school day. Time spent working on the online courses during normal school hours will not be paid.
8. The teacher will be paid half of the fee if a student drops out of a course before half the course is completed and graded; the full amount will be paid to the teacher after one half of either the time (5 months) or work is completed and the student drops out.
9. Teachers may set curriculum due dates and may require students to attend face-to-face meetings or complete work or tests in the school building after normal teaching hours.

10. Teachers may set class size and refuse to admit students to courses. In this case the next most senior faculty may accept students into a new course, provided that the district owns the course or the faculty member agrees to author one.
11. Once the OPC loads the course, the teacher enrolls the individual student.
12. With administrator and teacher approval, a student may extend the length of the course up to 3 months at the prorated fee per month.
13. Potential on-line faculty must either complete the offered training course or demonstrate competency to the OPC prior to engaging in on-line instruction.

B. Special Education Teachers

1. May be asked to provide IEP accommodations to course materials at the current curriculum rate per hour. A time sheet will be kept and turned in to the administrator of record (similar to homebound instructor's records).
2. May be asked to provide in-school lab time assistance at the current curriculum rate per hour (for summer school).
3. IEP students will not count as in-school caseload. IEP, CER, and meeting times will be compensated at curriculum rate.
4. Special educators will be hired as per the seniority guidelines listed above.

C. Guidance Counselors

The administration will provide specific expectations to guidance counselors as to their duties regarding on-line education. Guidance counselors will not be responsible for the on-line administrator or OPC duties.

III. Student Responsibilities

*Note: The current guidelines regarding students are acceptable to the Association and will be attached into this MOU.

IV. Summer School

- A. Venue. HASD will offer summer school to students via on-line format. Students will use courses offered by HASD. In the case of a needed course not offered by HASD teachers the student may use an approved outside source.
- B. Staffing. HASD will offer summer school positions to Secondary certified HASD teachers first. In cases where there are more teachers requesting a summer school position than there is student demand, positions will be awarded using the same criteria as stated in Administrative Responsibilities, steps 1-5.
- C. Remuneration. Teachers will be remunerated based upon the type of course taught:
Option 1: 60 hour remediation (students failing a course 50-59%) = \$200.00 per student, \$250 per IEP student. Option 2: 120 hour full course (students failing 0-49%) = \$400.00 per student, \$450 per IEP student.
- D. Curriculum. Teachers may use previously published curriculum via HASD. Teachers may also author, on private time, an appropriate course and permit its use via HASD. In


this case HASD recognizes that the teacher retains all rights to the curriculum and may request that it be removed from Blackboard at the conclusion of the summer school period. The district will provide textbooks and lab time as needed.

- E. Class size, time, and reporting. Teachers may set the class size. All courses may begin after summer school registration ends and must be completed by August 10th of the completed school year. Progress reports and report cards will be given to the district and a final grade sheet provided to the Guidance Department. Extensions may be granted by mutual approval and will be compensated on a prorated basis.

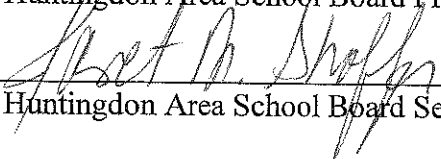
Length of Agreement

This agreement will become effective upon proper signatures and will become null and void with the expiration of the current contract.

Huntingdon Area Board of Education

By 
Huntingdon Area School Board President

8/6/2013
Date

By 
Huntingdon Area School Board Secretary

8/6/13
Date

Huntingdon Area Education Association

By 
Huntingdon Area Education Asso. President

8/6/2013
Date

By 
Huntingdon Area Education Asso. Secretary

8/7/2013
Date

