

**Cover Page/Article 2: Terms of Agreement**—Change dates to reflect a 5 year deal from 2024 through 2029 as necessary and in line with current language

**Article 4: The School Year**

- Clean up Days—Make sure day count is both numeric and in prose
- Add a day for elementary conference prep
- Change number of AIS days from ONE to TWO—*reflects current practice*
- Identify how AIS opportunities are provided and identify prepping for a grade/content change as a viable use for AIS opportunities

**Article 5: Additional Professional Responsibilities**

- Adjust High School requirement for TWO back to school nights to ONE with a chaperoning duty so that the requirements are the same across the District
- Change dates to reflect new CBA years
- Add after school tutoring, homebound instruction, and lesson planning for an absentee teacher to the Curriculum/Professional Development pay rate
- Change presentation rate from a flat rate to M1; add an hour of paid prep at that rate for each presentation
  - Rationale: People who are asked to present are Master teachers, regardless of degree. As such, our position is they should get paid for that work at that rate.
- Change the rate of pay for in-service/already in school presentation prep to 1 hour at M1.
- Change MS Team Leaders pay from \$1200 to \$1800
- Change Mentor teacher pay from \$1000 to \$1500
- Change Peer Advisor pay from \$500 to \$750
- Change Building Tech Support Coach pay from \$1200 to \$1800
- Add “attending Union Conferences” to reasons for District to provide release time to HEA Leadership—*reflects current practice*
- Add teachers to the list of people who may request release time to provide information necessary for Special Education forms/reports from the Asst. Superintendent
- Add ESL and IST meetings to those that can be reimbursed with credit slips if during prep
- Add language that contemplates how to pay staff providing extra services to cover unassigned work during an extended temporary vacancy or vacancy.

**Article 7: Student Services Professionals**

- Add a virtual option when documented and approved by administration
- Add Exceptional Student Specialists 10 per diem days-max—*reflects current practice*

**ADD: Article 8: Athletic Trainers**—Adds MOU language to CBA \*\*Please note: if accepted, all subsequent articles will be adjusted accordingly.

**Article 8: Secondary Summer School Employment and Compensation**

- Change rate of pay from \$200 to \$250
- Add an extra \$100 (total) for each weekly hour of face-to-face instruction

**ADD: Article 10: Hempfield Virtual Academy Compensation and Expectations**—Adds MOU language to CBA

\*\*Please note: if accepted, all subsequent articles will be adjusted accordingly.

**ADD: Article 11: Department Coordinators** \*\*Please note: if accepted, all subsequent articles will be adjusted accordingly.

- Discusses compensation for Department Coordinators and ESSs
- Rate is \$4250 for first year with \$150 increase for each subsequent year

**Article 9: Credit Reimbursement**

- Change the rate of reimbursement from the Millersville rate to the Penn State rate
- Eliminate the reduction of credits past Instructional II; all members eligible for 12 credits
- Add program approval negating need to submit each individual course for approval
- Tier the payback provision if leaving the District to 100% during year 1 and 50% in during year 2

**Article 11: Dental Benefits**—Increase Orthodonture allowance from \$3000 to \$3500

**Article 12: Vision and Hearing Appliance Benefits**—We propose investigating the PSEA H&W plan that Hempfield Administration currently uses as appropriate for our members as well

**Article 13: Safety and Security Committee**—Review and Discuss

**Article 14: Health Care Oversight Committee**—Review and Discuss

**Article 15: Secondary Class Coverage and Elementary Preparation**

- Add ESL/IST to reasons why a credit slip can be provided
- Add 15 minute minimum intervals to Elementary Prep time language
- Remove ability for missed time to be “rescheduled” within a week of missed Elementary Prep

**Article 17: Term Life Insurance**—Increase from \$75,000 to \$100,000

**Article 20: Personal/Emergency/Conference Leave**

- Increase Personal Days from THREE to FOUR
- Tied to four personal days: Payout for personal days will be anything in excess of four days
- Tied to four personal days: Total accumulation of personal days in any given year increases from SIX to EIGHT
- Add up to TWO release days per year to employees that celebrate major holidays not identified on the school calendar. These holidays will be identifies via a calendar the year prior and approved by both parties.
- Add Conference Leave—Release for District approved conferences which may or may not be paid for by department budgets

**Article 22: Leave for Family Bereavement**—Remove the requirement that the single day bereavement be on the day of the funeral

**Article 29: Involuntary Transfer**

- Allow 7.5 hours at B1 rate for teachers who are transferred between buildings
- Allow 3.75 hours at B1 rate for K-6 teachers who are transferred between grades (or special subjects) in an elementary school
- Allow 3.75 hours at B1 rate for 7-12 teachers who are transferred between subjects in a secondary building

**Article 30: Extracurricular**—Review and Discuss

**Article 39: Salary Matrix**—See Fiscal Proposal

**HEA Initial Financial Proposal, December 20, 2023**

**SALARY PROPOSAL:**

Year 1: 2024-2025--4.5%  
 Year 2: 2025-2026--4.5%  
 Year 3: 2026-2027--4.5%  
 Year 4: 2027-2028--4.5%  
 Year 5: 2028-2029--4.5%

\*All years' percentages are INCLUSIVE of step movement

**RATIONALE:**

Hempfield has recently become more competitive with other schools in the county for starting salary. That acknowledged, other districts have been more aggressive in raising their salaries, making the job market even more competitive. In order to remain a top choice for the best educators AND retain the exceptional educators we currently have, we must have a salary package that states unequivocally that excellence earns strong salaries. Our members have made it clear that this is a leading priority for these negotiations.

What we are proposing is a modestly aggressive set of numbers that is not out of line with the county, particularly considering ESSERS funds that have been available to either boost salary or help with other large one-time projects.

Year	HEA Proposal	Highest in County	Average in County
23-24 (BASE)	2.8	6.39 (MT)	3.58 (18 total)
24-25	4.5	4.40 (MT)	3.54 (15 total)
25-26	4.5	4.34 (MT)	3.47 (12 total)
26-27	4.5	3.9 (L-S)	3.52 (7 total)
27-28	4.5	3.75 (L-S and MT)	3.66 (4 total)
28-29	4.5	NO DATA	NO DATA

Here's 4.5% can do (ONE example--NOT necessarily the schedule we would propose):

Year	Start \$	Masters Max \$	Top of Scale \$
23-24 (Base)	62,033	88,003	100,752
24-25	65,017	90,517	103,600
25-26	68,387	93,356	106,881
26-27	72,170	96,542	110,529
27-28	76,335	100,052	114,546**
28-29	80,915	103,909	118,963*

\*By 24-25, three Districts (including Hempfield) will have a top of scale salary over 100K. There will be six districts at that level in 25-26, with Cocalico at \$103,677 AND L-S at \$102,504, both at M60.

\*\*By 27-28, Cocalico has an M60 rate of \$113,519 and L-S's M-60 rate is \$114,180

It should also be noted that this type of money allows us to reduce the increment from \$1606 to \$800, which is a change that allows for greater equity in pay, more competitive starting salaries, and overall salary health for future years.

### **ADJUSTED YEARS OF SERVICE PROPOSAL:**

For several years, Hempfield has operated under an administrative guideline that allows placement into only Steps 1-3 of the salary schedule, regardless of how many years of service a perspective employee has. This practice is damaging Hempfield's ability to attract more veteran members, which is becoming more problematic as less and less people enter education as a profession.

To this end, HEA is proposing adding a longevity acknowledgment chart to the CBA. This chart would supersede the administrative guideline; new hires would be placed on the schedule at the same place in which loyal "career employees" are. In other words, it acknowledges the holds and freezes in the last decade, but also has a year for year basic philosophy.

In order to put this practice into place (like many other county Districts), HEA is proposing that the people hired under the administrative guideline have corrected placement beginning in the 24-25 school year (non-retroactive). We recognize there is a cost to this proposal; however, we are unable to estimate it with the data to which we currently have access.

### **B30→ B24 PROPOSAL:**

Our final proposal is to change the B30 column to B24, Instructional II. This has a number of practical purposes. First, it allows the District to stop adding money to the B column past B6, thus incentivizing people to move to the appropriate column. It acknowledges the work of an Instructional II degree, and it better mirrors the county. At present, Hempfield is the only District in the county without a B15 OR B24 column.

In order to put this practice into place, HEA is proposing that the people currently placed in the B column who have 24 credits be moved to the proposed "renamed" B24 column beginning in the 24-25 school year (non-retroactive). We recognize there is a cost to this proposal; however, we are unable to estimate it with the data to which we currently have access.



**COLLECTIVE BARGAINING AGREEMENT**

By and Between

**Hempfield School District**

and

**Hempfield Education Association**

July 1, ~~2019-2024~~ to June 30, ~~2024~~2029

## TABLE OF CONTENTS

<i>Article 1</i>	<i>Recognition.....</i>	<i>1</i>
<i>Article 2</i>	<i>Term of Agreement.....</i>	<i>1</i>
<i>Article 3</i>	<i>No Strike No Lockout Provision.....</i>	<i>1</i>
<i>Article 4</i>	<i>The School Year.....</i>	<i>1</i>
<i>Article 5</i>	<i>Additional Professional Responsibilities.....</i>	<i>2</i>
<i>Article 6</i>	<i>Transfer of Credit.....</i>	<i>4</i>
<i>Article 7</i>	<i>Student Services Professionals.....</i>	<i>4</i>
<i>Article 8</i>	<i>Secondary Summer School Employment and Compensation.....</i>	<i>5</i>
<i>Article 9</i>	<i>Credit Reimbursement.....</i>	<i><u>15</u></i>
<i>Article 10</i>	<i>Health Care.....</i>	<i><u>58</u></i>
<i>Article 11</i>	<i>Dental Benefits.....</i>	<i><u>1012</u></i>
<i>Article 12</i>	<i>Vision and Hearing Appliance Benefits.....</i>	<i><u>1113</u></i>
<i>Article 13</i>	<i>Safety and Security Committee.....</i>	<i><u>1113</u></i>
<i>Article 14</i>	<i>Health Care Oversight Committee.....</i>	<i><u>1113</u></i>
<i>Article 15</i>	<i>Secondary Class Coverage and Elementary Preparation.....</i>	<i><u>1113</u></i>
<i>Article 16</i>	<i>Income Protection.....</i>	<i><u>1315</u></i>
<i>Article 17</i>	<i>Term Life Insurance.....</i>	<i><u>1416</u></i>
<i>Article 18</i>	<i>Retirement.....</i>	<i><u>1416</u></i>
<i>Article 19</i>	<i>Sick Leave.....</i>	<i><u>1517</u></i>
<i>Article 20</i>	<i>Personal / Emergency Leave.....</i>	<i><u>1618</u></i>
<i>Article 21</i>	<i>Unpaid Special Leave.....</i>	<i><u>1819</u></i>
<i>Article 22</i>	<i>Leave for Family Bereavement.....</i>	<i><u>1819</u></i>
<i>Article 23</i>	<i>Jury Duty.....</i>	<i><u>1820</u></i>
<i>Article 24</i>	<i>Grievance Procedure.....</i>	<i><u>1820</u></i>
<i>Article 25</i>	<i>Job Security and Job Progression.....</i>	<i><u>2021</u></i>
<i>Article 26</i>	<i>Just Cause Clause.....</i>	<i><u>2022</u></i>
<i>Article 27</i>	<i>Evaluation and Observations.....</i>	<i><u>2022</u></i>
<i>Article 28</i>	<i>Sabbatical.....</i>	<i><u>2022</u></i>
<i>Article 29</i>	<i>Involuntary Transfer.....</i>	<i><u>2123</u></i>

<i>Article 30 Extracurricular .....</i>	<i><u>2123</u></i>
<i>Article 31 Lump Sum Payment.....</i>	<i><u>2223</u></i>
<i>Article 32 Direct Deposit.....</i>	<i><u>2223</u></i>
<i>Article 33 Tax-Sheltered Annuity Deposits.....</i>	<i><u>2224</u></i>
<i>Article 34 Flexible Spending Account.....</i>	<i><u>2224</u></i>
<i>Article 35 Early Dismissals.....</i>	<i><u>2224</u></i>
<i>Article 36 Waivers .....</i>	<i><u>2325</u></i>
<i>Article 37 Statement of Trust.....</i>	<i><u>2325</u></i>
<i>Article 38 Conformity to Law .....</i>	<i><u>2325</u></i>
<i>Article 39 Salary Matrix.....</i>	<i><u>2425</u></i>
<i>APPENDIX A – Salary Matrix.....</i>	<i><u>2627</u></i>
<i>APPENDIX B - Extra-Curricular Positions and Salaries.....</i>	<i><u>3132</u></i>
<i>APPENDIX C – Safety and Security Committee.....</i>	<i><u>4041</u></i>
<i>APPENDIX D – Health Care Oversight Committee .....</i>	<i><u>4142</u></i>
<i>APPENDIX E – Professional Development Committee.....</i>	<i><u>4243</u></i>

## Article 1 Recognition

The Hempfield Education Association, hereinafter called the bargaining agent or the association, is hereby recognized by the Hempfield School District, hereinafter called the employer or the district, as the EXCLUSIVE REPRESENTATIVE of the employees of the above-named employer, hereinafter called the bargaining unit, and for the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195, amended by Act 88) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party. All policies in effect at the time of the signing of this contract shall remain in effect for the duration of the contract.

## Article 2 Term of Agreement

The term of this agreement shall begin on July 1, ~~2019-2024~~ and shall continue in full force and effect until June 30, ~~2024~~2029.

## Article 3 No Strike No Lockout Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195 and Act 88. 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 and Act 88) during the term of this agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this agreement.

## Article 4 The School Year

- A. The *school year* shall be 189 days, and the working day is 7.5 hours, inclusive of a 30-minute duty free lunch on student days.
- B. *Instructional Days* are designated as those days in which the full declared numbers of hours are taught. Such days shall be accounted for in the teacher's attendance register as "days taught."
- C. *In-Service Days* are those days or portions of days designated for professional staff improvement. In-service days are not counted as "days taught" in the attendance register. Such days, however, are part of the contractual year of the teacher and participation of all professional members of the staff is obligatory. For each year of this Contract, there shall be nine (9) full days of professional development. Such days shall be delineated below:

- One (1) will be dedicated for teacher preparation prior to the first student day 2



- One (1) will be dedicated for elementary parent/teacher conferences
- One (1) will be dedicated to preparation for elementary parent/teacher conferences
- Two (2) district-wide PD days (topics based on themes from PD survey)
- ~~Two (-2)~~ will be dedicated to AIS - The days following the last student day in June will be an Alternate In- Service (AIS). Opportunities will be provided throughout the year by Curriculum Supervisors, the Technology Department and Department Coordinators. Teachers who are changing grade level or curriculum may use AIS time to prepare for their new content.
- Other days will be determined by the Administration (i.e., opening day, opening building meetings, district trainings, etc.)

See Appendix E for information pertaining to the Professional Development Committee

## Article 5 Additional Professional Responsibilities

A. Attendance at the following is considered to be a professional responsibility:

1. ~~1.~~ One (1) monthly faculty meeting along with ~~two (-2)~~ one (1) annual evening activities Back to School Night and one (1) other chaperoning duty.

~~a. High School teachers' evening activities include Back to School Nights as scheduled, not to exceed two (-2) per year.~~

~~b. Middle School teachers' evening activities include Back to School Night and one (1) other chaperoning duty.~~

~~e. Elementary School teachers' activities include Back to School Night and one (1) other chaperoning duty.~~

B. PDE Mandated trainings –Trainings will be indicated on the Professional Development Calendar and staff will be provided with notice to complete the trainings by a designated date. Any state mandated training that requires the use of district facilities will occur during the teacher work day (i.e., face-to-face PSSA/Keystone trainings).

~~B.~~

- C. All performances of professional duties outside the contractual school calendar shall be compensated at the following hourly rate as applicable, effective July 1, ~~2019-2024~~ through June 30, ~~2024~~2029:
- Curriculum / Professional development/~~After-school tutoring/Home-bound instruction/lesson planning for absent staff members~~ rate: Will be based on the hourly rate of B Step 1, each year of the contract
- ~~After-school tutor rate: \$35.00/hour for one hour of tutoring time, also can work up to one-half hour of prep time~~
- ~~Home-bound instruction rate: \$30.00/hour~~
- Presentation rate: ~~\$45.00~~Hourly rate of M Step 1 for one ~~to three~~-hour workshops / ~~\$90.00 two-hour / \$135.00 three-hour (this rate includes payment for preparation time plus one (1) hour of M Step 1 pay for prep.~~

Rates are described as follows:

The Curriculum / Professional development rate would apply to curriculum writing and professional development outside of the normal school year schedule. If any curriculum writing is applied to AIS hours, there would not also be payment for the time worked.

Those who work outside of normal contractual hours to prepare / present professional development will be compensated at the rate established for this purpose. If a presentation is done during contracted time (early dismissal time or in-service days), when the professional is already being compensated for their presence on that date, the district will pay ~~\$25.00~~one (1) hour at the rate of M Step 1 for preparation related to each different module/workshop the presenter is offering on the given date.

Presentation rates apply to the development and facilitation of online professional development sessions. If a session is developed collaboratively, one person shall be identified as the lead developer/presenter and shall be entitled to the presentation rate above. Up to one additional individual may apply for the presentation rate of ~~\$25.00~~one (1) hour at the rate of M Step 1 per online professional development experience if co-developed with the lead developer/presenter.

- D. Team leaders at the middle schools shall be paid at the rate of: ~~\$1,200.00~~1,800 effective July 1, ~~2019-2024~~ through June 30, ~~2024~~2029.
- E. Mentor teachers shall be paid at the rate of ~~\$1000-1500~~ for each new teacher that they individually mentor, effective July 1, 2019 through June 30, 2024. Peer advisors, individuals who are available to provide appropriate supports for those new to our district but not in the formal induction program, shall be paid at the rate of ~~\$500-750~~ per school year.
- F. Building technology support coaches shall be paid at the rate of ~~\$1,200.00~~1,800.00 annually, effective July 1, 2019 through June 30, 2024. The Technology Department will define the skills and responsibilities for this role.

- G. HEA Leadership: Administration will provide release time from normal duties for HEA President, and/or designee, as necessary to manage issues, or attend union conferences with the necessary schedule to be mutually agreed upon by the administration and HEA.
- H. Teachers in Special Education, Gifted Education, School Psychologists, Certified School Nurses, or other specialists/teachers may request of the Assistant Superintendent responsible for the oversight of Student Services release time to provide time necessary for completion of required forms or reports based on caseloads or other unusual or extenuating circumstances. If an appeal is needed, it would be processed through the Superintendent.
- I. Staff members who miss In-service days (full or early dismissals) or faculty meetings are required to obtain/acquire the missed information.
- J. Attendance at IEP/GIEP/504/ESL/IST meetings. When possible, these meetings will not be scheduled during planning time. In the event an IEP/GIEP/504/ESL/IST meeting is scheduled during planning time, a credit slip will be issued (as outlined in Article 15) for any missed time.
- J. When the District experiences an extraordinary circumstance (typically – an unfilled extended temporary or permanent vacancy which impacts the delivery of services), the per diem rate will be deemed as appropriate compensation for a staff member who receives a portion of the unassigned work (above and beyond the regular work load). The amount of hours eligible for per diem compensation shall be determined by Administration and presented to the staff member before work is assigned.

## **Article 6 Transfer of Credit**

The School District may hire teachers at any salary, on the salary schedule, that is mutually acceptable to the School District and the new employee. In the event the district seeks to hire an employee and place them on the salary schedule giving them more experience than they have, the district will contact the Association to mutually agree on a unique salary step placement. This shall only occur for positions that are hard to fill and be done on a case by case basis. In order for this to take place, the district and the association must mutually agree. Thereafter, that teacher's prior teaching experience shall not be considered in any manner to cause that teacher to be paid at a rate greater than one (1) step per year on the then current salary schedule.

## **Article 7 Student Services Professionals**

Payment for additional days worked will be computed at the daily rate of the individuals staff members salary (1/189 of the annual salary). Work can be performed virtually if documentable and approved by administration.

School Counselors: The number of additional days varies by building assignment. The minimum number of additional days is eight (8) for the middle school counselors, twelve (12) for the high school counselors and four (4) for the elementary school counselors.

School Psychologists: The minimum additional days for school psychologists is ten (10) at all grade levels.

Exceptional Student Specialists: The maximum amount of days for Exceptional Student Specialists is ten (10).

Certified School Nurses (CSNs): The minimum additional days for CSNs is one (1).

Social Workers: The minimum additional days for Social Workers shall be five (5).

Instructional Technology Specialists shall receive an additional ten (10) days during the fiscal year. The scheduling of the days and work to be accomplished on these days shall be determined by the Director and/or the Assistant Director of Technology.

At the recommendation of the Assistant Superintendent responsible for the oversight of student services, the Superintendent may approve additional days in collaboration with HEA President, any days above the minimum number will be paid at the curriculum compensation rate in letter C of Article 5.

The building principals will work with counselors to determine a summer schedule prior to March 15 of each school year. One (1) high school counselor must be on duty one (1) day per week during the summer.

Student services professionals working per diem days as described above must complete and submit timesheets for hours worked in order to be compensated.

## **Article 8 Athletic Trainers**

A. The Athletic Trainer's work year shall be two hundred and five (205) days. Such days will be permitted to be broken into partial days. The Athletic Trainer shall average seven and a half (7.5) hours per day and shall average five days per week. The Athletic Trainer shall not be scheduled to work on Sundays on a regular basis.

B. All hours beyond 205 must be pre-approved by the Athletic Director and then the Assistant Superintendent. For all days beyond 205 days, the Athletic Trainer's salary shall be adjusted by adding his/her per diem hourly rate (i.e. base salary from salary schedule divided by 205) for each day above 205.

C. The Athletic Trainer will not be required to work any major holidays. Major holidays are defined as: Thanksgiving, Christmas, New Year's Day and Easter.

D. Each year, the Athletic Trainer will be placed on Step 1 of the correct educational column of the Collective Bargaining Agreement. In addition, the Athletic Trainer will be eligible for column movement up to and including the M+60 column.

E. The Athletic Trainer will not be eligible to apply for sabbaticals.

- F. The evaluative tool of the Athletic Trainer is to be completed by the Athletic Director. The chain of command for the Athletic Trainer is first the Athletic Director, then the High School Principal, then the Assistant Superintendent, and then the Superintendent.
- G. The Employer will pay for any professional membership that the Athletic Trainer is required to maintain as part of his/her certification.

## **Article 8 Secondary Summer School Employment and Compensation**

Compensation for summer school instructors shall be paid at a rate of ~~\$200.00~~250.00 per student for remedial courses, and ~~\$200.00~~250.00 per student for advanced credit courses. In addition, the teacher will be plus one hundred dollars (\$100) per weekly hour of face-to-face instruction. — If elementary or middle school programs are developed in the future, an MOU will be developed to determine compensation rates.

Additionally, when time is needed for summer school class preparation (new course/instructor) instructors will be paid the professional curriculum rate subject to pre-approval by the Assistant Superintendent.

Positions for the summer school program will be filled by the administration. Hempfield professional staff employees will be considered before other applicants. The HEA President and Superintendent will annually review the hiring practices for the summer school program.

## **Article 9 Hempfield Virtual Academy Compensation and Expectations**

Compensation and Expectations for HVA are as follows:

- A. Teachers facilitating HVA courses outside of their daily teaching schedule, with preapproval from the Assistant Superintendent or Superintendent, shall be the same rate as that defined by the Open Campus Agreement.

Should the Open Campus Agreement cease to exist, annual increases in the rate shall be based on the negotiated annual raise found in Article 39.

- B. Teachers facilitating HVA courses will be assigned credit caps per teaching assignment (see below). Caps are based on teaching one credit courses with the exception of elementary teachers teaching elementary courses, where credits do not exist. A student cap will be applied in settings where credits are not earned.

- a. Secondary Landisville Education Teachers (LEC): Teachers located at LEC teaching secondary students without tradition classroom instruction responsibility. 50 credit per class cap.
- b. Traditional Secondary Teachers: Secondary teachers assigned a secondary HVA class as part of their traditional secondary schedule. 40 credit per class cap.
- c. Elementary Landisville Education Teacher (LEC): Elementary teaching only elementary HVA students. 35 students per teacher (No credits in elementary).
- d. Elementary Teachers Teaching Secondary HVA: Elementary teachers assigned a secondary HVA class as part of their traditional elementary schedule. 30 credits per class cap.

Elementary teachers teaching HVA Specials (Music, Art, Library, Physical Education) as part of their traditional elementary schedule will receive the appropriate planning time, lunch, and other entitlements as described in this agreement.

Teachers can teach multiple HVA classes, provided their total schedule (traditional teaching schedule in conjunction with the HVA teaching schedule) remains in compliance with this agreement.

C. If the maximum number of students in the HVA class/classes exceeds the limit(s) above, the District will determine if the additional students can be absorbed into another teacher's schedule. If this isn't possible, the teacher teaching the students in the HVA class/classes will be paid for each additional student beyond what it outlined above in item three (3):

- \$140 per student for a one (1) credit course,
- \$70 per student for a half-credit (.5) course, or
- \$35 per student for a quarter-credit (.25) course.

The rate will be prorated based on student enrollment dates if a student is not in the course for the entire semester.

## **Article 10 Department Coordinators**

Compensation and Expectations for Department Coordinators and Education Support Specialists (ESS) are as follows:

Department Coordinators and ESSs will be compensated at a rate of \$4250 for their first year of service. For each additional year or service as a Department Coordinator, the amount of the stipend shall increase by one hundred and fifty dollars (\$150).

## **Article 9 Credit Reimbursement**

The district agrees to pay full cost of tuition and reasonable expenses incidental thereto incurred in connection with any workshops, seminars, conferences, in-service training sessions or other educational matters which a teacher is required or requested to participate in by the administration or the Board, other than those required by law.

The district will pay the actual cost of tuition for college credits, at a rate not to exceed the highest per credit tuition fee charged by Millersville-Penn State University in accordance with this article. Individuals attending colleges or universities other than Millersville will be reimbursed at a rate equal to tuition actually paid, but not to exceed, the highest rate charged by Millersville-Penn State University. Any other fees are not reimbursed.

Anyone, as of July 1, 2019 currently enrolled in a program with an elevated dollar beyond the Millersville rate will be grandfathered at the old reimbursement rate from the previous collective bargaining agreement and only be eligible for 6 credits for reimbursement until the employee completes the program.

~~The limit on the number of credits reimbursed is as follows:~~The District will reimburse up to twelve (12) credits per year.

- ~~1. The district will reimburse up to 12 credits per year for those who are pursuing Instructional II certification. If all of the first 24 credits, reimbursed by the district, are in a dedicated Master's program, the district will reimburse up to 12 credits, per year, up to completion of the employee's first Master's degree.~~
- ~~2. Those approved for a semester sabbatical are limited to up to nine (9) credits for the sabbatical semester only, and are not eligible for any additional credits in that year.~~
- ~~3. All others will be limited to reimbursement of up to nine (9) credits per year.~~

All courses must be approved by the Superintendent of Schools prior to enrolling in any course. If the course is accepted as part of a program that the District has already approved for the staff member, the course will be considered approved without a new submission. Approvals are handled through the district's approval platform. Bargaining unit members must enter the course into the district's approval platform at least two

weeks prior to the start of the course to allow the necessary time for review by the Administration. Credits will not be considered for reimbursement and/or movement on the salary schedule unless preapproval is granted prior to enrolling in the course.

For approval of credit reimbursement, such credits must be eligible for a Masters or Doctoral degree granting program. In addition, credits must be within one's direct assignment with the District or provide a value added benefit to the district. Courses outside of this description may be approved at the discretion of the Superintendent on a non-precedent setting case-by-case basis. If a course is denied, the employee can meet the Superintendent for appeal purposes, and may include an HEA representative as part of the discussion, to review the rationale for the applicability of the course. Decisions from this appeals process are not grievable.

Any courses that will lead to column movement must go through the approval process and be approved, even if they are paid by the employee and not covered by the reimbursement policy.

A grade of "B" or better in any form will be required for reimbursement. If a pass/fail internship is required for a certification program, that course will be eligible for reimbursement. If a third-party course is required for certification or degree completion, it will be eligible for reimbursement. In the event that an employee leaves the employment of Hempfield School District, the employee shall repay the district any credit reimbursements received during the final 24-12 months of his/her active employment at 100%. If the employee leaves in 13-24 months, he/she shall repay the employer 50% of the amount reimbursed. The 24-month period begins on the date of course completion.

If the employee leaves the district due to the job transfer of a spouse or to leave the work force, or an employee is subject to suspension under the School Code, only the credits that were completed in order to obtain Instructional II certification will be exempt from the reimbursement requirement.

The employee must submit a reimbursement request form, in the district's approval platform, with an itemized receipt and a copy of the grade attained for satisfactory completion of the course or courses within a six-month period from the course completion date to the Superintendent of Schools.

Payments will be made on a monthly basis. To be eligible for reimbursement, the employee must be a continuing, active employee for the duration of the course.

Column movement will only occur two times per year

- For column movement to occur on the 1<sup>st</sup> pay of the school year, documentation must be submitted to the Business Office no later than 4:00 pm on August 31. If payroll is unable to make the adjustment for the 1<sup>st</sup> pay in the school year, the adjusted back pay will be included in the 2<sup>nd</sup> pay in September.



- For column movement on the 14<sup>th</sup> pay of the school year, documentation must be submitted to the Business Office no later than 4:00 pm February 15.
- If unofficial documentation was provided to the business office to meet the deadlines above, official documentation must be provided to the payroll office by September 30 (for the August 31 deadline) or March 15 (for the February 15 deadline). If official documentation is not provided as outlined above, the employee will need to wait until the next column movement period for future column advancement. In addition, the column movement pay received by the employee will be reimbursed to the district and the employee's salary will be reverted accordingly.

## **Article 10 Health Care**

The health care program for medical care will be a continuation of the existing Employee Benefit Plan agreement. The plan and all coverages are fully described in the publication "Plan Document and Summary Plan Description for Hempfield School District." (found on the employee portion of the district website). This Plan Document may be revised only with the mutual consent of the parties to this agreement. Changes to the plan and related documents will be implemented based on this agreement.

The district agrees to maintain a health flexible spending account plan that meets the requirements of Section 125 of the Internal Revenue Code to enable participants to pay or be reimbursed for health expenses through pre-tax basis payroll deduction. For those employees participating in the Qualified High Deductible Health Plan (QHDHP) and enrolled in a Health Savings Account (HSA), this would be an HSA-compatible limited purpose health flexible spending account plan to enable participants to pay or be reimbursed only for those expenses related to preventative care and permitted coverage (*such as* dental care and vision care), as provided by law, with eligibility generally to be consistent with the requirements and enrollment periods of the QHDHP. In each case, payroll deductions for the health flexible spending account will be made from the first and second pay of each month.

### **Potential Excise Tax**

If an excise tax should be instituted during the term of this agreement, or before a successor contract is reached, the association and district agree that:

1. Any health care plan(s) offered by the district that trigger an excise tax under the Patient Protection and Affordable Healthcare Act (PPACA) will either be modified or eliminated by agreement of the parties

2. The district agrees to meet with the association and discuss the pending excise tax and the modifications to the health plans required in order to avoid the excise tax, and
3. With the understanding of 1 and 2 above, at least 30 days prior to open enrollment for any period when the excise tax provisions take effect, no healthcare plan will be provided by the district that exceeds the excise tax thresholds established by the PPACA.

Coverage will include the following options:

- A. There will be no change in healthcare programs from January 1, 2020 through December 31, 2020. Thus, the status quo healthcare benefits program effective on June 30, 2019 shall remain in effect until December 31, 2020

The District will offer two healthcare plans effective January 1, 2021.

**Plan 1: PPO 1**

- Effective January 1, 2021, Employees shall contribute 8.5% of the annual premium share for the PPO 1 plan. Annual premiums change every January of the Contract.
- Effective January 1, 2021, the deductible for the PPO 1 plan will be \$400 for single coverage and \$800 for family coverage.
- Effective January 1, 2023 of the Agreement, the deductible for the PPO 1 plan will be \$450 for single coverage and \$900 for family coverage.

**Plan 2: Qualified High Deductible Health Plan (QHDHP)**

- Deductibles will be \$1,500 for single coverage and \$3,000 for family coverage.
- The District will make an employer contribution to an eligible Health Savings Account (HSA) in the amount of \$750 for single coverage and \$1,500 for family coverage.

These amounts are subject to any future minimum as required by PPACA/IRS standards to qualify for tax advantaged treatment as a qualified high deductible plan. Expenses are paid out of pocket at rates negotiated by the insurance carrier until deductibles are met.

Elements of the QHDHP are defined as follows; plan remains subject to PPACA/IRS requirements of qualified plans:

- **Coinsurance:** 0 in-network, 40% out of network
- **Primary Care Physician copay:** out of pocket up to deductible, then \$25 copay

- **Specialist copay:** out of pocket up to deductible, then \$50 copay
- **Chiropractic care:** out of pocket up to deductible, then \$50 copay (limit 20 visits per year)
- **Emergency Room:** out of pocket up to deductible, then \$200 copay, waived if referred by physician or admitted to hospital
- **Urgent Care:** out of pocket up to deductible, then \$50 copay per visit
- **Prescription plan:** Out of pocket up to deductible for all prescriptions; Generic \$10, mail order \$20 after deductible; Brand \$50 , mail order \$100 after deductible; Non-Formulary \$60, mail order \$120 after deductible; Specialty \$100 after deductible, mail order N/A.
- **Preventive / wellness visits:** have no charge to the employee under PPACA
- **Maximum out of pocket (required element under PPACA):** \$3,000 / 6,000 with participating providers; \$10,000 / 20,000 non-participating

Other elements will be defined in the plan document. The district will make an employer contribution to an eligible Health Savings Account (HSA), which will be set up in conjunction with the QHDHP, in the amounts as follows:

<u>Calendar Year</u>	<u>Employee</u>	<u>Family</u>
2020-2024	\$ 750	\$ 1,500

For employees not working the full calendar year, these payments will be prorated. 50% of the contribution amount will be paid by the first business day in January, and the other 50% of the contribution for continuing employees will be made by the first business day in July. New employees hired for the next school year who enroll in this plan would receive a 33% payment.

In any case in which duplicate coverage is allowed under item (C)(2) below, the district will not make any duplicate payment to the Health Savings Account for two married employees, or for a parent and child, or other family relationship. The maximum district contribution for a family is the dollar amount shown above under the Family contribution for the applicable year.

For any employee who is not eligible for the structure of a HSA under IRS or other regulations/limitations, that employee will need to enroll in one of the other plan options, and will not be eligible to enroll in the QHDHP with the HSA account.

**C. Duplicate Coverage Rule**

1. Any employee covered only as a dependent on an employee subscriber's health coverage will not be required to make contributions toward health care coverage. Where both employee spouses are covered by a single health

insurance policy, only the employee subscriber shall be required to make contributions to health coverage.

2. No employee or dependent shall be entitled to duplicate coverage of any health insurance benefit, and no employee shall be covered both as a subscriber and also as a dependent, provided that any current employees receiving duplicate coverage as of April 24, 2003, may elect to be “grandfathered” with the right to continue such existing duplicate coverage on the condition that they make duplicate contributions to their health care coverage.

**D. Eligible Spouse Rule**

If a working spouse has individual coverage available to him/her through their employer at a cost less than 35% of the spouse’s employer’s premium cost, (s)he cannot be covered under the Hempfield Benefit Plan. If the working spouse does not have coverage available to him/her, or must pay 35% or more of the employer’s premium cost, (s)he shall receive coverage under the Hempfield Benefit Plan by paying the Employee + Spouse or Family premium contribution, as appropriate.

Dependent children may remain with the Hempfield Benefit Plan; the above rule applies to the spouse.

**E. Opt-Out Provisions**

Any eligible employee selecting to opt out of the health care coverage shall be compensated at the rate of \$150.00 per month. Any employee seeking to be compensated for opting out of health care coverage must opt out of all district-paid coverage as either an employee, or a dependent (this may be as a spouse, child, or any other participant in plan coverage).

If an employee chooses to opt out of the district health care coverage, (s)he shall be entitled to re-enrollment in the District Plan under the following qualifying events. The re-enrollment must be made within thirty (30) days of a qualifying event.

A qualifying event is defined as:

1. The employee marries.
2. The employee has a child, adopts, acquires a stepchild, or becomes a legal guardian.
3. The employee divorces or legally separates and no longer has coverage through a spouse.

4. The employee or dependent has a change in his/her Medicare Primary Status (i.e. the employee becomes Medicare Primary).
5. The employee's dependent loses coverage under another benefit plan.
6. The employee has returned from a leave of absence and is reinstating coverage.

Any employee may change his/her opt-out choice by notifying the District in writing during the open enrollment period.

The district agrees to file the necessary forms with the Internal Revenue Service (IRS) to comply with the applicable sections of the Code.

This taxable benefit will be processed through payroll on the first and second pay of each month.

**F. Prescription Drugs**

The Prescription Drug plan shall include the KPCM program beginning January 1, 2020.

Effective January 1, 2021, co-payments for the Prescription Drug Plan shall change. The copayments for employees is noted below for both the PPO plan as well as the QHDHP. Please see the terms of the QHDHP for prescription coverage applicable to that plan.

**Retail Pharmacy purchase (up to 30 day supply)**

<u>Calendar Year</u>	<u>Generic</u>	<u>Brand</u>	<u>Non-Formulary</u>	<u>Specialty</u>
2021-2024	\$10	\$50	\$60	\$100

**Mail Order (or retail if applicable) purchase (up to 90 day supply for maintenance medications)**

<u>Calendar Year</u>	<u>Generic</u>	<u>Brand</u>	<u>Non-Formulary</u>	<u>Specialty</u>
2021-2024	\$20	\$100	\$120	N/A

**Article 11 Dental Benefits**

The Hempfield School District will provide dental coverage for all professional employees and their dependents as defined in the plan agreement.

- A. Annual maximum during the term of this agreement will be \$2,500. This annual maximum is for expenses of Types A, B and C combined.

  - Type A - 100 % coverage
  - Type B - 80 % coverage
  - Type C - 80 % coverage

- B. Individual deductible amount per calendar year - \$25 for all participants (employees and dependents)

- C. Orthodontics - Maximum lifetime benefit during the term of this agreement is ~~\$3000~~\$3500. This lifetime maximum applies to each employee, each dependent under age 19, and spouse. This coverage carries a "0" deductible and a 50% benefit.

- D. Dental benefit contributions:

<u>Calendar Year</u>	<u>Employee</u>	<u>Employee+1</u>	<u>Family</u>
2020-2024	\$8.00/mo	\$12.00/mo	\$18.00/mo

## **Article 12 Vision and Hearing Appliance Benefits**

~~Each professional employee shall be provided with reimbursement for vision care and hearing appliance expenses incurred by the professional employee or dependent spouse and dependent children in an amount not to exceed \$350 per employee per school year. The employee may accumulate a maximum amount of \$650. The district reserves the right to self fund or insure this benefit along with appointing a Third Party Administrator. We would like to look at PSEA H&W—similar plan to Hempfield Administration.~~

## **Article 13 Safety and Security Committee**

The Safety and Security Committee will be included as a memo of understanding, Appendix C. **We would like to review**

## **Article 14 Health Care Oversight Committee**

The Health Care Oversight Committee will be included as a memo of understanding, Appendix D. **We would like to review**

## **Article 15 Secondary Class Coverage and Elementary Preparation**

It is intended that each professional will use preparation time to prepare lesson plans and/or complete other duties associated with leading the learning of students or the performance of other professional responsibilities.

High school and middle school teachers will be scheduled for a minimum of one (1) preparation period equal to the length of one (1) instructional period. The length of the instructional period is determined based on the schedule for the day. If there is a building event and there are no instructional periods, there will be no planning time. If there is a building event and instructional periods are shortened, planning time will be shortened to the length of the instructional periods outlined in the schedule.

At the request of an administrator, if a teacher misses his/her planning time due to covering another teacher's class, attendance at an IEP/GIEP/504/ESL meeting or any other reason approved by the building administrator, a credit slip will be issued for every minute of preparation time missed.

After accumulating 210 minutes of credits, the employee can earn a 1/2 personal day or request to be paid based on the hourly rate of B Step 1, each year of the contract for 3.75 hours.

After accumulating 420 minutes of credits, the employee can earn a full personal day or request to be paid based on the hourly rate of B Step 1, for 7.5 hours.

If an employee needs to leave work early or arrive late, he/she can use credits that were earned. However, this option can only be used if no additional credits are issued to other employees for covering the teacher's class during the time he/she leaves or after the start of the teacher day.

### **Elementary**

All full-time elementary professionals will be scheduled for 315 minutes of preparation time per six-day cycle. This prep time shall be scheduled in increments no less than fifteen (15) minutes. In addition, except for one (1) monthly faculty meeting, the time from 8:20-8:40 (20 minutes) will be preparation time for elementary professionals.

Prior to or at the conclusion of the 30-minute duty-free lunch for classroom teachers, grades 1-6, fifteen (15) minutes of planning time a day will be scheduled. This time is inclusive of the 315 minutes per six-day cycle. For all other elementary professionals, there may be fifteen (15) minutes of planning time scheduled prior to or at the conclusion of lunch or this time may be scheduled at a different time within the teacher day.

Preparation time may be shortened or eliminated on days with a delayed opening. If there is a building or grade level event and there are no instructional periods, there will be no planning time. If there is a building event and instructional periods are shortened, planning time will be shortened to the length of the instructional periods outlined in the schedule.

In order to maintain their preparation time, elementary special area teachers will not be required to make up any classes that are missed due to a delayed opening, early dismissals, field trips, or assemblies.

In addition, elementary special area teachers will supervise regular classroom teachers' students during assemblies if an assembly is scheduled during the teachers' preparation period. Elementary teachers may use this time during an assembly as preparation time if the assembly is scheduled during their preparation period.

At the request of an administrator, if a teacher misses his/her planning time due to covering another teacher's class, attendance at an IEP/GIEP/504/IST or any other reason approved by the building administrator, a credit slip will be issued for every minute of preparation time missed.

After accumulating 210 minutes of credits, the employee can earn a 1/2 personal day or request to be paid based on the hourly rate of B Step 1, for 3.75 hours.



After accumulating 420 minutes of credits, the employee can earn a full personal day or request to be paid based on the hourly rate of B Step 1, for 7.5 hours.

In the event a teacher is required to relinquish his/her preparation time for reasons other than a delayed opening, a modified schedule, or a grade-level field trip/event, ~~class coverage will be arranged between the teacher and the principal within one (1) cycle. If coverage is not arranged within one (1) cycle,~~ the professional employee shall be reimbursed with the credit slip(s) outlined above.

If an employee needs to leave work early or arrive late, he/she can use credits that were earned. However, this option can only be used if no additional credits are issued to other employees for covering the teacher's class during the time he/she leaves or after the start of the teacher day.

## **Article 16 Income Protection**

The Hempfield School District will provide disability benefits for each professional employee who has been employed full-time by the district for at least one (1) full year. The district reserves the right to self-fund or insure this benefit. This benefit shall pay the employee 66 2/3% of daily rate of pay. Income protection will take effect, for absences due to illness or accident, five (5) working days following the usage of all available leave. This benefit does not apply to an employee when the employee is receiving Workers Compensation benefits due to a work place injury.

Payments shall continue for a maximum of two (2) years with the daily rate of pay remaining as originally established.

The parties agree that an employee who commences coverage and who returns to active employment with the Hempfield School District shall not commence a new period for Income Protection or the Life and Hospitalization Insurance premium coverage until the employee has been actively at work and on the payroll for at least 120 days. A returning employee who has not utilized all of his/her original coverage for either the Income Protection or Life and Hospitalization Insurance premium benefits will be entitled to such benefits until the respective benefit periods have been exhausted. There is a two (2) year limitation on this income protection benefit during the professional staff member's working career.

Verification of the medical disability that qualifies the employee for disability benefits (income protection) will be provided in written form, and the district reserves the right to have that determination verified by an Independent Medical Examiner (IME) selected by the district as the Plan Administrator. The use of an IME applies to a new application or existing claim. The decision of the IME shall be final and binding and not subject to the grievance and arbitration procedures of the Collective Bargaining Agreement. The agreement shall not apply to the Public School Employees' Retirement Benefit

Contribution provisions, which shall remain subject to the rules and regulations, set forth by said Retirement System. This policy is not intended to include those current or former teachers receiving monthly benefits under the Public School Employees' Retirement System of Pennsylvania. If an insured teacher is entitled to a monthly benefit under this policy, the combined limit of all wages, salaries, or other income received from any governmental disability or retirement plan (including Social Security, Worker's Compensation or other occupational disability law) and this policy shall not exceed 80% of the monthly salary of the teacher. Continuing written verification will be required as appropriate for the disabling condition.

Employees who use the benefits provided in this article may elect to continue making their contributions to the Public School Employees' Retirement System for up to one (1) year from the beginning of this benefit. The district will continue their contributions to the retirement system for the same length of time. In addition, the district will continue to provide Life and Health insurance coverage for the one (1) year from the beginning of this benefit. If any employee would not meet the salary requirements for this benefit, the salary will be adjusted to insure full coverage. To qualify for this benefit, the employee and the School District must contribute on the employee's full contract salary.

## **Article 17 Term Life Insurance**

The Hempfield School District will provide ~~\$75,000~~100,000 (double indemnity) term life insurance for all professional employees. \$50,000 of this base term life insurance policy (without double indemnity) shall be available for purchase at the current group carrier rate until age 65 by retired teachers of the Hempfield School District. Any tax implications of life insurance benefits will be borne by the employee (currently the value beyond \$50,000), and reported to the employee on the annual W-2 form.

## **Article 18 Retirement**

The Hempfield School District shall make employer contributions on behalf of the employee based on years of service to the Hempfield School District. An employee who begins working for the district on or after July 1, 2015 will not be eligible for Article (A)(2) below. An employee hired after July 1, 1996 may carry a maximum of five (5) years of non-Hempfield service to be applied to the following provisions. Employees hired before July 1, 1996 will be credited with total years of service.

- A. Employees who qualify under this retirement program shall be entitled to the following benefits:
  1. A district contribution of \$30 per pay, into a 501(c)(9) Health Reimbursement Agreement for all eligible employees after 15 years of full-time service to the district. Employees will retain contributions to the 501(c)(9) accounts regardless of the years of service to the district.

2. Employees who reach at least 30 years of PSERS service under the service requirements outlined above shall be eligible to receive a payment at the time of retirement. The original benefit amount of \$20,000 is reduced by the district contribution made under (A1) above to the 501(c)(9); the retirement benefit will be deposited into a 403(b) tax-sheltered account. Employees will retain contributions to the 501(c)(9) accounts regardless of the years of service to the district. 501(c)(9) and 403(b) accounts must be established for this purpose at the time of retirement or benefit eligibility. An employee who fails to establish accounts will forfeit this benefit.
  3. A district contribution into a 403(b) tax-sheltered account in an amount equal to the value of each eligible employee's unused accumulated sick leave at a rate of \$50.00 per day.
  4. The employee shall have no other cash option for the benefits available under (A)(1), (2), and (3) above.
  5. District contributions to the 501(c)(9) commenced on behalf of eligible employees on the first pay period of the 2006-2007 school year.
- B. Employee must notify the district by February 1 of the year of retirement to be eligible for retirement benefits (Article 18 (A)(2) and (A)(3) above). Notification shall be made in writing to the Superintendent of Schools. This date shall be adjusted to a later date if any legal, legislative, health issues, or other extenuating circumstances upon Superintendent approval arise that are beyond the control of the retiring employee. The reason for the February 1<sup>st</sup> date is to assist the district with budgetary planning and decision making for the coming school year. For a retirement at the end of the first semester, the deadline to notify the district is August 1 to be eligible for retirement benefits.
- C. All district contributions into 501(c)(9) and 403(b) accounts under this Agreement shall be deposited into qualified accounts established for each eligible employee. Vendor(s) shall be approved by the district and the vendor(s) shall be responsible for administering such programs.
- D. The design of this agreement is intended to provide significant tax savings to the district and to the employees of the district by depositing amounts hereunder directly into approved 501(c)(9) and 403(b) programs, while permitting the employees to exercise investment control over the accounts until the employees elect to withdraw amounts from the accounts.

## **Article 19 Sick Leave**

Sick leave will be granted in accordance with mandated provisions of the Pennsylvania School Code. In addition, professional employees may use up to ten (10) accrued sick days per year as family illness days to be used for the care of immediate family members. Members of the immediate family shall be defined as a child, parent (natural, foster, or in-law), brother, sister, spouse, or anyone who is currently living in the household. Additional sick days may be approved as family sick days beyond the normal ten (10) days in unusual circumstances with the permission of the Superintendent or designee.

## **Article 20 Personal / Emergency / Conference Leave**

### **Personal Leave**

~~Three (3)~~Four (4) days of personal leave are granted to all professional employees.

The maximum number of personal days per building shall not exceed 10% plus one (1) for any fraction beyond the whole number, so that the instructional program can be properly maintained. For example, in a building with 31 teachers, 3.1 becomes 4 of the assigned faculty to a building.

Personal days prior to the second Thursday of the student school calendar, during the last ten (10) student days of the school year, and protected in-service days will require Superintendent or designee approval, and will be allowed only for extraordinary circumstances. Protected in-service days include district and building training days at the start of the year, and both fall and spring curriculum days. The last teacher day remains eligible for AIS. Approval of absence during the time listed must be requested at least two (2) weeks in advance of the requested date. Forms for this purpose are available in each building office. One personal or emergency day can be allowed within the blackout period for taking a child to college.

Professional employees will be paid the daily substitute rate for any unused personal days exceeding ~~three (3)~~four (4) days at the end of the school year. Payment will be made with, or prior to, the first pay period in July. A maximum of ~~three (3)~~four (4) personal leave days can automatically carry forward to the next school year, with the accumulative number of personal days in any year not to exceed ~~six (6)~~eight (8) days. A maximum of ~~six (6)~~eight (8) personal days may be used in a school year but no more than five (5) consecutively.

A personal day shall be used if/lf an employee requests a day off for a major religious holiday that is normally a work day in the school calendar, he/she shall be allowed a paid release day. The maximum amount of paid release days shall be two (2) per year. Any additional days shall be personal leave. A calendar of identified holidays that meet this threshold shall be created and mutually agreed to by the Association and Administration and published by June 30 the year before.

For employees who are out on a Family Medical Leave under the FMLA due to the employees own serious health condition, such employees shall draw down any available sick days and any applicable carried over personal days from the previous year concurrently with the leave consistent with established policy. The three (3) personal days granted to an employee at the beginning of the school year in which the employee went out on FMLA may be deferred until after return from the leave so as to allow employee access to utilize such personal days consistent with the Agreement herein. Under no circumstances shall employees carry forward any additional personal days in a subsequent year following FMLA leave and any unused personal days shall be paid out consistent with the terms of the Agreement.

In the event an employee does not return to work following the FMLA leave noted above, such employee shall not be paid out for the personal days that were deferred.

For employees who are out on leave for care of a newborn, use of and/or eligibility to be paid for available sick/personal days shall be consistent with past practices, however both parties agree in the event an employee may use paid leave for care of a newborn such employees may defer their three personal days granted in the year of the leave until such time as when the employee returns to work full time. In the event an employee does not return to work following the leave to care for a newborn such employee shall not be paid out for the personal days that were deferred.

If an employee has the option to be paid for personal days, full or half day, at the end of the school year, he/she may trade one (1) personal day, full or half day, for an emergency day. Employees may not accumulate more than three (3) emergency days.

### **Emergency Leave**

The term "emergency day" for employee absenteeism shall be construed to cover specifically the following situations:

- A. Required court or other legal proceedings that cannot be scheduled in non-working hours.
- B. One (1) day may be used for taking or meeting an immediate family member for arrival or departure from overseas duty in military service.
- C. Household emergency (i.e., fire, flood damage, burglary) that requires immediate attention.
- D. Situations to which, in the Superintendent's discretion, an employee is forcibly subjected because of circumstances beyond the employee's control.

Emergency leave can be used in full or half-day increments.

### **Conference Leave**

The term "conference leave" shall be defined as leave taken for District approved conferences that directly relate to the staff member's subject matter and/or teaching content. Such conferences' registration fees may be covered by the District, as per Department budget guidelines.

### **Article 21 Unpaid Special Leave**

The Superintendent may grant "unpaid special leave" on an individual basis. This leave will be granted only after all other leave days have been used.

### **Article 22 Leave for Family Bereavement**

A professional or temporary professional employee shall be allowed a maximum of five (5) days of absence without loss of salary because of the death of a spouse, child, (including stillborn or miscarriage), grandchild, or parent (natural, foster, or in-law). Three (3) days of absence would be allowed without loss of salary because of a death of others in the immediate family, including son-in-law, daughter-in-law, brother, sister, or anyone who has lived regularly in the household.

A professional or temporary professional employee shall be allowed one (1) day of absence ~~on the day of the funeral~~ without loss of salary upon the death of a brother-in-law, sister-in-law, grandparent, spouse's grandparent, aunt, uncle, cousin, niece, or nephew. In either category above, the Superintendent may extend the period of absence with pay as the exigencies may warrant.

### **Article 23 Jury Duty**

A School District employee called for jury duty, or subpoenaed to appear in court as a witness, shall receive contractual salary. The school employee serving on jury duty shall remit the jury pay to the School District. For a subpoenaed appearance in court, the event cannot relate to the alleged wrongdoing or other legal issues generated by decisions/behaviors of the employee (i.e. divorce, custody, bankruptcy; these issues would require use of a personal day).

### **Article 24 Grievance Procedure**

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

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

A. Definition

**Grievance** - A complaint by a professional employee or a group of the same that there has been a violation by the employer of this Agreement.

**Days** - Working school days.

B. Purpose

To obtain an orderly and expeditious resolution of grievances arising out of the interpretation of this Agreement.

C. General Procedure

**Step 1**

Person, or persons, initiating the alleged grievance shall present the grievance, in writing, and on a form provided by the employer, to the building principal within ten (10) days after its occurrence. The building principal shall reply to the grievance, in writing, within ten (10) days after receipt of the grievance.

**Step 2**

If the action of Step 1 fails to resolve the grievance to the satisfaction of the affected parties, the grievant may appeal to the Assistant Superintendent within five (5) days after (s)he has received the decision in Step 1. Said appeal shall be heard by the Assistant Superintendent within ten (10) days of the receipt of this appeal. The Assistant Superintendent shall render his decision, in writing, within five (5) days after the appeal is heard.

**Step 3**

If the action in Step 2 fails to resolve the grievance to the satisfaction of the affected parties, the grievant may, within five (5) days of the receipt of the decision in Step 2, appeal the decision to the Superintendent. Said appeal shall be heard by the Superintendent within ten (10) days of the receipt of this appeal. Within five (5) days of the hearing of the appeal, the Superintendent of Schools shall communicate, in writing, his decision to the grievant.

**Step 4**

If the action of Step 3 fails to resolve the grievance to the satisfaction of the affected parties, the Association has the right, within five (5) days of the receipt of the decision, to appeal the decision to the Board of School Directors. Appeals to the Board of School Directors shall be heard by the Board, or a committee thereof, within ten (10) days of the receipt of the appeal. Within five (5) days of the hearing of the appeal the School Board shall communicate, in writing, its decision to the Association.

**Step 5**

If the action in Step 4 fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to binding arbitration as provided in Section 903 of the Act by the Hempfield Education Association.

The failure of an employee or association to proceed to the next level of grievance procedure within the time limit set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal. The failure of the employer to communicate a decision, in writing, within the specified time limits at any level shall permit the employee to proceed to the next level. All time limits may be extended by mutual agreement.

## **Article 25 Job Security and Job Progression**

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of employees. The parties hereby aver that such provisions of the School Code represent their complete agreement and that said provisions shall govern the manner in which the job security, job progressions, and the reduction in force practices shall be affected with respect to members of the bargaining unit.

## **Article 26 Just Cause Clause**

The Employer shall not demote, suspend, discharge, or reprimand an employee without just cause. Any initiated disciplinary action shall be conducted in a professional manner; specifically, in private and without malice.

## **Article 27 Evaluation and Observations**

All monitoring or observation of an employee performing assigned responsibilities shall be conducted openly and with full knowledge of the employee. Upon written request and during regular administrative office hours, a professional employee will be afforded the right to review his or her personnel file and shall have the right to submit concise, written commentary to any material maintained in such file, which commentary shall be attached to such material.

## **Article 28 Sabbatical**

No employee may take a split-year sabbatical. Split-year sabbatical is defined as a one (1) semester per year leave over two (2) consecutive years. Sabbatical leaves will be granted in accordance with the provisions of the Pennsylvania Public School Code of 1949 as amended. Study sabbatical applications must be delivered to the Superintendent's office in writing ninety (90) days prior to the leave and all eligibility requirements must be satisfied sixty (60) days prior to the leave.



Eligible professional employees may take, for study purposes only, one-half year of sabbatical leave at full pay, provided that the employee is verified as a full-time student enrolled in a graduate degree or recertification program or an area of study approved by the Superintendent. The maximum number of employees granted a half-year full-pay study sabbatical shall not exceed three (3) district-wide in any school year.

The sabbatical leaves will be granted on a first come, first serve basis to those applicants who have met all requirements. In the event that two (2) or more applications are received on the same day, they will be considered in accordance with seniority. Professional employees will only be eligible for one (1) full pay one-half year of sabbatical leave per career.

Applications for sabbatical leaves may be obtained in the Superintendent's Office. Sabbatical leave applications will be accepted beginning July 1 each year for the following school year.

## **Article 29 Involuntary Transfer**

No involuntary transfer of any employee shall be made by the board or administration unless the employee is notified before the transfer is made and is granted the opportunity to meet with the administration and to discuss such a transfer. Teachers who are involuntarily transferred from primary to intermediate grades at the elementary level (or vice versa) may order up to \$350 of necessary supplies for the classroom. The items will need to be purchased through the District's procurement process. Teachers that are involuntarily transferred between buildings shall be allowed 7.5 hours at the rate of B step 1 pay. K-6 teachers who are involuntarily transferred between grades and/or special subjects within a building and 7-12 teachers who are involuntarily transferred between subjects within a building shall be allowed 3.75 hours at the rate of B step 1 pay.

## **Article 30 Extracurricular**

Extracurricular guidelines and salary schedules are set forth in Appendix B and summarized below. **We would like to review**

- A. The amounts on Step 1 through Step 5, hourly rates and flat amounts paid during this contract period, shall increase by the amounts indicated.
- B. Those individuals currently beyond Step 5 shall have wages frozen for the term of this agreement, or until such time as the stated Step 5 salary shall be higher than the amount currently paid.
- C. New appointments shall be placed on a step / starting salary schedule by the administration, taking into account previous experience and qualifications.

## **Article 31 Lump Sum Payment**

Wages shall be paid biweekly on Friday throughout the calendar year. If an employee wishes to receive unpaid wages for the school term at the close of the school term, such employee shall make a written request in accordance with district procedures. This is done once at the time of hire and continues indefinitely from that time. This election may be changed in a subsequent year, in writing, by completing the designated form no later than January 1 for payment at the end of that school year; that designation would then continue in place until superseded in writing.

## **Article 32 Direct Deposit**

Direct deposit will be made available to all employees providing banking regulations permit the district to transfer the money on the same day as payday. Direct deposit shall be mandatory for all professional staff.

## **Article 33 Tax-Sheltered Annuity Deposits**

Money deducted for tax-sheltered annuities will be forwarded to the investor by the Wednesday following payday. Any tax-sheltered annuity program, if offered, must be conducted in compliance with IRS regulations and the written plan document.

## **Article 34 Flexible Spending Account**

The Hempfield School District offers all employees the option to utilize the Flexible Spending Account (FSA) under IRS Section 125 rules. FSA permits employees to pay for qualifying health care expenses, including insurance deductibles and contributions, or dependent day-care expenses with pre-tax dollars. Adjustments to this plan may be required due to regulations and limits related to health care and tax regulations.

## **Article 35 Early Dismissals**

With the exception of the two parent-teacher conferences and self-directed early dismissals, the Administration will provide teachers with a minimum of 30 minutes, following the learning opportunity, to transfer their learning into their classrooms/position. This time is to be used for collaboration, planning/co-planning, and professional discussion(s) surrounding the specific topic(s) of learning on early dismissal days. In consultation with HEA, the transfer of learning time may be shortened or eliminated only if an unexpected, emergency situation arises that needs immediate attention during an early dismissal day.

- 1, Early-dismissals (minimum of 9 days)

- a. Administration will determine the number of early dismissal days in the school calendar beyond the minimum of 9 days
- b. The focus of the days will generally be around building initiatives with transfer of learning opportunities into the classroom.
- c. Of the days built into the calendar
  - i. 2 will be dedicated to elementary parent-teacher conferences
  - ii. Remaining days will be dedicated to building initiatives with time for transfer of learning into classrooms with the following exceptions
- d. If there is an early dismissal the day before the winter break, this will be self-directed time
- e. If there are early dismissal days during the last week of the school year, at least 2 of the early dismissals will be self-directed time
- f. Elementary early dismissal days for staff will begin at 1:30 pm or earlier, non-instructional personnel will relieve professional staff by 1:30 pm on those days.
- g. Last student day dismissal times:
  - i. High School: 12:00 pm
  - ii. Middle School: 11:40 am
  - iii. Elementary: 1:00 pm
    - o AM Kindergarten: 10:40 am
    - o PM Kindergarten: 1:00 pm

### **Article 36 Waivers**

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement. Exempt from the limitations noted in the previous sentence are the provisions of Article 10 which the parties specifically agree may require renegotiation during the life of this contract in order to avoid the Excise Tax from PPACA.

### **Article 37 Statement of Trust**

Parties agree that no reprisals whatsoever will be imposed by either party against any employee, administrator or board member as a result of his/her activities or lack of activities relating to events leading to the signing of this agreement.

### **Article 38 Conformity to Law**

In the event that any provision of this agreement is or shall at any time be contrary to law, all other provisions of this agreement shall continue in effect.

# Article 39 Salary Matrix

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A and Appendix B, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A and Appendix B shall be the schedule which shall remain in force for the period of this Agreement. The wage and salary increases reflected in Appendix A and Appendix B are based on the below listed formula and are agreed to by both the Board of School Directors and the Hempfield Education Association.

The following guidelines shall be used to apply to the salary schedule.

- A. Annual salary increases will average 2.84.5% each year during the life of this contract.
- B. Beginning teachers shall be placed on Step 1.
- C. Teachers will progress one (1) step in years ~~2019-20, 2020-21, 2021-22, 2022-23,~~ and 2023-24, 2024-25, 2025-26, 2026-27, 2027-28, 2028-29.
- D. Teachers in the Bachelor’s Degree salary column shall not progress vertically beyond Step 8.
- E. All credits beyond Bachelor’s Degree in the "Bachelor’s +~~30~~24" column must be graduate credits from an accredited college/university and consistent with other terms of this Contract.
- F. ~~Teachers shall not be placed into “Bachelor’s” column Steps 9, 10, 11, 12, 13, or 14.~~ New teachers to the District shall be placed on the salary schedule according to the longevity chart below: *\*\*members hired under the current limiting policy shall be made whole*

<u>Step</u>	<u>24-25</u>	<u>25-26</u>	<u>26-27</u>	<u>27-28</u>	<u>28-29</u>
<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>	<u>1</u>
<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>	<u>2</u>
<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>3</u>
<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>
<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>	<u>5</u>
<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>	<u>6</u>
<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>	<u>7</u>
<u>8</u>	<u>8;9</u>	<u>8</u>	<u>8</u>	<u>8</u>	<u>8</u>
<u>9</u>	<u>10</u>	<u>9;10</u>	<u>9</u>	<u>9</u>	<u>9</u>
<u>10</u>	<u>11</u>	<u>11</u>	<u>10;11</u>	<u>10</u>	<u>10</u>
<u>11</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>11;12</u>	<u>11</u>

<u>12</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>13</u>	<u>12;13</u>
<u>13</u>	<u>14;15</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>14</u>
<u>14</u>	<u>16+</u>	<u>15+</u>	<u>15+</u>	<u>15+</u>	<u>15+</u>

G. "Master's" column applies to Master's Degree or Master's Equivalency for all employees hired prior to July 1, 2002. Teachers hired with an effective date of employment after July 1, 2002, must hold an earned Master's Degree to progress to the "Master's" column.

H. "Master's +" columns must be Master's Degree (not Equivalency). All credits beyond Master's Degree must be graduate credits from accredited college/university and must be conferred after the completion of the Master's program.

Date and Signature:

Hempfield Education Association Employee Representatives

\_\_\_\_\_  
HEA President Date

\_\_\_\_\_  
HEA Representative Date

\_\_\_\_\_  
HEA Representative Date

Hempfield School District Public Employer

\_\_\_\_\_  
President Date

\_\_\_\_\_  
Vice President Date

# APPENDIX A – Salary Matrix

HEMPFIELD  
2019-2020

Steps		B	B+30	M	M+15	M+30	M+45	M+60	DOC
<u>18-19</u>	<u>19-20</u>								
	1	50,170	54,186	59,739	61,238	63,307	65,376	67,444	68,974
1	2	52,250	56,284	61,454	63,363	65,417	67,603	69,788	71,956
2	3	53,764	58,713	63,884	65,793	68,153	70,294	72,393	74,343
3	4	54,841	60,369	66,188	68,010	70,152	72,294	74,392	76,342
4	5	55,962	61,923	68,484	70,306	72,448	74,590	76,688	78,638
5	6	57,040	63,145	69,824	71,646	73,788	75,929	78,028	79,978
6	7	58,161	64,456	71,018	72,839	74,981	77,123	79,221	81,171
7	8	59,811	65,773	72,480	74,302	76,444	78,586	80,684	82,634
8	9		66,959	74,370	76,192	78,333	80,475	82,573	84,523
9	10		68,761	76,139	77,961	80,041	82,157	84,342	86,292
10	11		70,972	77,698	79,476	81,557	83,585	85,858	87,808
11	12		73,173	79,808	81,549	83,630	85,571	87,695	89,471
12	13		75,023	81,600	83,230	85,311	87,252	89,437	91,213
13-14	14		76,741	84,003	85,357	87,465	89,500	91,408	92,371

**HEMPFIELD  
2020-2021**

Steps									
<u>19-20</u>	<u>20-21</u>	<b>B</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
	1	52,546	56,268	61,220	62,929	65,095	67,260	69,425	71,159
1	2	54,531	58,268	62,913	64,950	67,104	69,362	71,621	73,865
2	3	56,063	60,532	65,178	67,215	69,613	71,836	74,025	76,095
3	4	57,246	62,177	67,342	69,310	71,533	73,757	75,945	78,015
4	5	58,465	63,742	69,500	71,467	73,691	75,914	78,103	80,173
5	6	59,648	65,041	70,893	72,860	75,084	77,307	79,496	81,566
6	7	60,866	66,411	72,169	74,136	76,360	78,583	80,772	82,842
7	8	62,507	67,786	73,660	75,628	77,851	80,075	82,263	84,334
8	9		69,056	75,493	77,460	79,684	81,907	84,096	86,166
9	10		70,818	77,229	79,197	81,371	83,574	85,832	87,902
10	11		72,908	78,797	80,730	82,905	85,037	87,365	89,436
11	12		74,990	80,806	82,709	84,884	86,947	89,157	91,087
12	13		76,790	82,561	84,375	86,550	88,613	90,871	92,802
13-14	14		78,486	85,003	86,439	88,625	90,749	92,770	94,049

**HEMPFIELD  
2021-2022**

Steps									
<u>20-21</u>	<u>21-22</u>	<b>B</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
	1	55,328	58,706	62,953	64,909	67,188	69,465	71,743	73,716
1	2	57,202	60,590	64,621	66,808	69,078	71,422	73,766	76,100
2	3	58,755	62,661	66,692	68,880	71,322	73,641	75,936	78,147
3	4	60,062	64,295	68,693	70,831	73,150	75,470	77,764	79,975
4	5	61,394	65,872	70,689	72,827	75,146	77,465	79,760	81,970
5	6	62,701	67,260	72,144	74,282	76,601	78,921	81,215	83,426
6	7	64,032	68,699	73,516	75,655	77,974	80,293	82,588	84,798
7	8	65,663	70,142	75,041	77,180	79,499	81,818	84,112	86,323
8	9		71,510	76,807	78,946	81,265	83,584	85,878	88,089
9	10		73,226	78,505	80,643	82,928	85,232	87,576	89,787
10	11		75,174	80,084	82,198	84,483	86,738	89,131	91,342
11	12		77,117	81,975	84,068	86,352	88,558	90,868	92,980
12	13		78,860	83,686	85,716	88,001	90,206	92,550	94,662
13-14	14		80,529	86,003	87,706	89,982	92,212	94,364	96,015



**HEMPFIELD  
2022-2023**

Steps									
<u>21-22</u>	<u>22-23</u>	B	B+30	M	M+15	M+30	M+45	M+60	DOC
	1	58,490	61,477	64,924	67,160	69,566	71,972	74,378	76,623
1	2	60,237	63,230	66,562	68,920	71,322	73,763	76,204	78,640
2	3	61,815	65,081	68,414	70,772	73,265	75,693	78,108	80,479
3	4	63,263	66,702	70,228	72,560	74,988	77,416	79,831	82,202
4	5	64,723	68,292	72,040	74,372	76,800	79,228	81,643	84,013
5	6	66,171	69,783	73,566	75,898	78,326	80,754	83,169	85,540
6	7	67,632	71,300	75,048	77,381	79,808	82,236	84,651	87,022
7	8	69,251	72,820	76,611	78,943	81,371	83,799	86,214	88,585
8	9		74,300	78,301	80,634	83,062	85,490	87,904	90,275
9	10		75,964	79,956	82,288	84,698	87,118	89,559	91,929
10	11		77,750	81,547	83,867	86,276	88,670	91,137	93,508
11	12		79,534	83,303	85,612	88,021	90,389	92,812	95,131
12	13		81,212	84,965	87,240	89,649	92,017	94,458	96,777
13-14	14		82,851	87,003	89,147	91,525	93,875	96,175	98,249

**HEMPFIELD  
2023-2024**

Steps									
<u>22-23</u>	<u>23-24</u>	<b>B</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
	1	62,033	64,582	67,132	69,682	72,232	74,781	77,331	79,881
1	2	63,638	66,188	68,738	71,287	73,837	76,387	78,937	81,486
2	3	65,244	67,793	70,343	72,893	75,443	77,992	80,542	83,092
3	4	66,849	69,399	71,948	74,498	77,048	79,598	82,148	84,697
4	5	68,454	71,004	73,554	76,104	78,653	81,203	83,753	86,303
5	6	70,060	72,610	75,159	77,709	80,259	82,809	85,358	87,908
6	7	71,665	74,215	76,765	79,315	81,864	84,414	86,964	89,514
7	8	73,271	75,821	78,370	80,920	83,470	86,020	88,569	91,119
8	9		77,426	79,976	82,526	85,075	87,625	90,175	92,725
9	10		79,031	81,581	84,131	86,681	89,230	91,780	94,330
10	11		80,637	83,187	85,736	88,286	90,836	93,386	95,935
11	12		82,242	84,792	87,342	89,892	92,441	94,991	97,541
12	13		83,848	86,398	88,947	91,497	94,047	96,597	99,146
13-14	14		85,453	88,003	90,553	93,103	95,652	98,202	100,752

## **APPENDIX B - Extra-Curricular Positions and Salaries**

### **Standing Committee**

The Committee on Extracurricular Positions and Salaries will convene when needed, as determined by the Superintendent or his/her designee in consultation with HEA. The purpose will be to review new positions to be added to the salary schedules. The committee will recommend to the Board of Education new positions brought to it by the administration and help establish the proper placement on the schedule within the appropriate classification. The committee will review, at the request of the Superintendent or his/her designee, any current positions and respond to reclassification requests from the staff.

The committee's function will not be to create new extracurricular positions. The committee will review extracurricular positions and starting salaries on an as needed basis, and will make recommendations for change to the Board of Education. The committee will consist of a Central Office Administrator, Director of Human Resources, two (2) Building Principals, the School District's Athletic Director, and five (5) representatives from the teaching staff selected by the Hempfield Education Association. The committee will be co-chaired by a Central Office Administrator and a representative of Hempfield Education Association.

### **Extracurricular Salaries and Conditions**

- A. Personnel will be notified in writing of their salaries and/or placement on the salary schedule upon election to the extracurricular position(s) by the Superintendent.
- B. The district reserves the right to negotiate the starting salary for each new person taking into consideration experience, qualifications, and the negotiated agreement.
- C. The district reserves the right to retain a person at the same salary or replace the person provided the individual has been evaluated and has been informed in writing of the reason(s) for the action.
- D. When an athletic coach's season is extended for an athlete(s) and/or an athletic team beyond the last scheduled league contest, which shall include the league championship contest, the head coach and that team's assistant coach(es), as approved by the Athletic Director and the high school principal following a discussion with the head coach, shall be compensated by the School District.

1. When the coach takes a team/players greater than 50% of the varsity team, the pay shall be determined by calculating 1% of their regular season coaching salary for each day of extended season competition. This daily rate, multiplied by the number of extended season days, will determine the amount of post-season pay.

2. When the coach takes a team/players with a number less than or equal to 50% of the varsity team, the pay shall be determined by calculating 0.75% of their regular season coaching salary for each day of extended season competition. This daily rate, multiplied by the number of extended season days, will determine the amount of post-season pay.

*EXAMPLE: Class B Head Coach on Step 5 in 2019-20 takes more than half the varsity team to districts;  $\$9,382 * 1\% = \$93.82$  per day; for 7 days, total pay would be  $\$656.74$*

- E. The district retains all management rights including the right to add or delete activities. All position openings will be advertised and posted via the district website. All persons appointed to extracurricular positions will serve at the discretion of the district under and subject to the terms and conditions granted in the extracurricular contracts. All salaries under this part of the contract shall conform to the salary provision of this article. The district retains the right to refuse to appoint, to reappoint, or to remove the appointee at its sole discretion. If, during the term of this agreement, the district creates any new extracurricular positions, the district agrees to negotiate the salaries for those positions with the association, as described in the function statement for the Standing Committee on Extracurricular Position Salaries.
- F. When advisors are given release time during the school day for work with the organizations, the salary shall be reduced proportionately based upon guidelines to be determined by the Standing Committee and recommended to the Board of School Directors.
- G. Extracurricular positions are compensated by using the salary on the appropriate step, appropriate hourly rate, or a flat amount as indicated in the tables. Salary amounts and related increases are reflected in the following tables. It should be noted that the percentage increase related to extracurricular positions varies by step. New appointments shall be placed on the matrix at a salary determined by the administration, taking into account previous experience and qualifications.

1. Step movement for the extracurricular portion of the contract will be determined by the following placement schedule:

Years 1 – 2: Step 1  
Years 3 – 4: Step 2  
Years 5 – 6: Step 3  
Years 7 – 9: Step 4  
Years 10+: Step 5

2. Extracurricular position and salary schedules are set forth in the following tables.

a. For the Athletic portion of the salary schedule, Head Coaching salaries are outlined in the tables and are paid at 100% of the amount shown. For the Fine Arts/Publication and Advisor portion of the salary schedule, Event Directors / Advisors are paid at 100% of the amount shown.

b. Assistant coaches and assistant directors and advisors are compensated for their own appropriate step using a calculation based on a percentage of the salary table.

c. Assistant Coach calculation percentages are set as follows for the life of this contract and apply to the appropriate salary class for the related sport:

- 1.) Assistant Varsity Coaches earn 70% of the table amount
- 2.) Head Junior High / Freshman coaches earn 65% of the table amount
- 3.) Assistant Junior High / Freshman coaches earn 50% of the table amount

d. Assistant Advisors/Directors calculation percentages are set at 50%, 60% or 70% of the table amount for defined positions for the life of this contract, and apply to the appropriate salary class as noted within the tables.



**HEA/HSD Matrix (September 2023) for Negotiations, December 20, 2023**

<u>23-24</u>	<b>B</b>	<b>B+30</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>DOC</b>
<b>1</b>	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>2</b>	14.00	1.00	12.50	2.00	1.00	0.00	0.00	0.00
<b>3</b>	9.50	1.00	11.00	1.00	4.50	0.00	0.00	0.00
<b>4</b>	5.00	2.00	10.70	2.00	0.00	0.00	0.00	0.00
<b>5</b>	5.00	2.00	15.00	6.00	2.00	0.00	0.00	0.00
<b>6</b>	3.00	0.00	16.00	2.00	1.00	0.00	1.00	0.00
<b>7</b>	1.00	3.00	19.00	6.00	1.00	2.00	4.00	1.00
<b>8</b>	2.00	2.00	12.50	4.00	1.00	0.00	0.00	1.00
<b>9</b>	0.00	2.00	8.50	0.00	0.00	1.00	3.00	0.00
<b>10</b>	0.00	0.00	11.70	0.00	0.00	1.00	3.00	0.00
<b>11</b>	0.00	0.00	4.00	0.00	2.00	2.00	0.00	0.00
<b>12</b>	0.00	0.00	10.00	11.00	0.70	0.00	4.00	1.00
<b>13</b>	0.00	0.00	13.00	3.00	3.00	1.00	1.00	2.00
<b>14</b>	0.00	8.00	96.00	31.46	31.70	18.00	50.00	10.00

52.50    21.00    239.90    68.46    47.90    25.00    66.00    15.00    535.76

Association


School District


Approved

Approved

Declined

Declined

Name   
Date 12/20/23

Name   
Date 12/20/23

