

CONTRACT AGREEMENT

BETWEEN

WYALUSING AREA SCHOOL DISTRICT

AND

WYALUSING AREA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION



JULY 1, 2024 THROUGH JUNE 30, 2027

WAESPA APPROVED: \_\_\_\_\_

WASD BOARD APPROVED: \_\_\_\_\_

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## **ARTICLE I**

### **PREAMBLE**

This Agreement entered into this 1<sup>st</sup> day of July 2024, by and between the Board of School Directors of the Wyalusing Area School District hereinafter called the "Board" or "District," and the Wyalusing Area Educational Support Personnel Association, hereinafter called the "Association."

### **WITNESSETH**

Whereas, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE II**

### **RECOGNITION**

The Board hereby recognized the Association as the exclusive representative for purposes of collective bargaining with respect to wages, hours, terms and conditions of employment for all classifications of employees set forth in the Pennsylvania Labor Relations Board Certification under Act 195 and Act 88 as Case No. PERA-R-85-347-E.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **Section 1 - Definition**

A grievance is an alleged claim by any employee or group of employees in the bargaining unit based upon any claimed violation or misapplication of the Agreement.

#### **Section 2 - General Principles**

- A. All attempts shall be made to settle equitably all grievances at the lowest possible Administrative level.
- B. It shall be the firm policy of the Wyalusing Area School Board to assure every employee the unobstructed use of the Grievance Procedure without fear of reprisal or without prejudice in any manner to employment status.
- C. All documents, communications and records dealing with processing of a grievance shall be filed separately from the individual's personal file and shall be held confidential.
- D. Grievances processed during the summer months will be under time limits as stated in this Agreement but school days shall mean calendar days with the exception of Saturdays, Sundays and holidays.

#### **Section 3 - Procedure**

- A. The number of days indicated at each level shall be considered a maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent, in writing, by the authorized representative of each party.
- B. If, in the judgment of the Association, a grievance affects a group or class of employees, the following procedure will be used:

1. If the grievance affects only elementary employees, the grievance will be submitted to the Elementary Principal at the first level.
2. If a grievance affects only secondary employees, the grievance will be submitted to the High School Principal at the first level.
3. If a grievance affects employees at both the elementary and secondary levels, the grievance will be submitted directly to the Superintendent and the processing of such grievance will be at the Superintendent's level.

The Association may process such a grievance through all levels of the grievance procedure even though an individual aggrieved employee does not wish to do so.

- C. Any aggrieved employee may be represented at Steps I-III of the grievance procedure by himself, or at his option, by representatives selected by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure. Only the Association or the District shall be permitted to advance a case, inclusive of discipline and discharge matters, to arbitration at Step IV.

#### Section 4 - Processing

STEP I - A member or group of members of the Wyalusing Area Educational Support Personnel Association shall present the grievance, in writing, on the appropriate grievance form to their building Principal within ten (10) days of when the employee(s) knew, or reasonably should have known, of the event giving rise to the grievance. The building Principal shall respond, in writing, within ten (10) days after initial presentation of the grievance.

Step II - If the grievance is not satisfactorily resolved in Step I, the grievant may, within ten (10) days after receiving the initial response, forward the written grievance to the Superintendent. The Superintendent will schedule a time and place for a hearing which will take place within the ten (10) days after his/her receipt of the written grievance. The Superintendent will respond in writing to the grievance within five (5) days after the conclusion of the hearing.

STEP III - If the grievance is not satisfactorily resolved in Step II, the grievant may, within ten (10) days after the written response of the Superintendent, forward the written grievance to the School Board. The Board will have a minimum of two (2) weeks to hold a hearing on the grievance, but in no case will the hearing be held beyond the next scheduled Board meeting. Disposition of the grievance will be given in writing by the Board no later than seven (7) days after the hearing. A copy of the Board's disposition will be furnished to the grievant.

STEP IV - If the action in Step III fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to an arbitrator according to the regulations of the Bureau of Mediation. The decision of the arbitrator will be final and binding on both parties. The fees of the arbitration shall be shared equally by the parties.

## ARTICLE IV HOURS OF WORK

### Section 1 - Regular Hours and Days

Hours and days for all groups of bargaining unit employees are as follows:

Instructional & Personal Care Aides	7.5 hours/day X 182 days + 3.75 hours/day X 4 days = 1380 hours per year
Secretaries	7.5 hours/day X 243 days = 1822.5 hours per year
Secretaries	7.5 hours/day X 205 days = 1537.5 hours per year. During the term of this agreement, no 205-day secretaries shall have their status changed without their consent.

Instructional and Personal Care Aides shall follow the same schedule as the professional staff with one hundred and eighty-two (182) 7.5 hour workdays and four (4) half days.

Secretarial staff shall be scheduled to only work the same hours as Act 93 Administrators on the Wednesday before Thanksgiving and the day prior to the Winter Break. Leave time shall be calculated based on one half (1/2) of a regular workday. There shall be no other changes to the above hours of work per year requirements.

Part-time and Full-time employees will have their salary computed as follows:

Earnings per hour X number of hours per day X number of days per contract year for each category.

Employees shall be paid for hours worked and any leave time, holiday pay, or other qualifying compensation earned during the corresponding pay period.

### Section 2 - Overtime

Bargaining unit employees will be compensated at 150% of base hourly rate after 37.5 hours of work in the weekly period. All leave time taken during the week shall count towards the 37.5 hours in regard to calculating over-time pay.

### Section 3 - Inclement Weather

When schools are closed due to inclement weather, Aides are not required to work because their days are credited directly to student-oriented programs. Aides will be required to work on any days made up due to inclement weather.

On any day when Act 93 Administrators are released by the Superintendent from work due to inclement weather, Secretaries will also be released from work with no deduction in pay.

If school is closed during an Instructional Day due to inclement weather and if teachers are dismissed early, all Aides and Secretaries will be allowed to leave providing someone remains at each building for a sufficient time to allow all buses to return the children to their homes. No deduction of pay will take place for any of the circumstances surrounding days of early dismissals due to inclement weather.

**ARTICLE V**  
**PAID HOLIDAYS**

Twelve-month employees shall receive the following as un-worked, paid holidays:

New Year's Day	Presidents' Day
Martin Luther King Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Monday after Easter	Monday after Thanksgiving Deer Season (Buck Day)
Memorial Day	Day before Christmas
Independence Day	Christmas Day
Labor Day	Day before New Year's Day

All employees not otherwise eligible for the holiday schedule as set forth for twelve-month employees shall receive Thanksgiving and Christmas Day as un-worked, paid holidays.

**ARTICLE VI**  
**VACATIONS**

Full-time Secretaries are eligible for paid vacation as follows:

1 to 8 years of service	10 vacation days
9 to 15 years of service	15 vacation days
After 15 years of service	20 vacation days

During the first year of employment, the vacation allotment of 10 days will be prorated based on the date of hire of the employee.

Days of vacation do not accumulate from year to year.

Vacation may be scheduled by mutual agreement between the employee and the employee's immediate supervisor.

**ARTICLE VII**  
**LEAVES OF ABSENCE**

Section 1 - Sick Days

All employees in the bargaining unit will receive ten (10) sick days per year, which will be credited on July 1 of each year. In any school year, whenever a bargaining unit employee is prevented by illness or accidental injury from following his/her occupation, the School District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period which will not extend the accumulated number of sick days the employee has on record. Any unused sick leave shall be cumulative from year to year without limitation. All or any part of such accumulated unused sick leave may be taken with full pay in any one or more school years. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

All compensation required to be paid under these provisions shall be paid to the employee in the same manner and at the same time said employee would have received his/her salary if actually engaged in the performance of duties.

In reference to part-time employees, it is understood that when a part-time employee uses a sick day, said employee will be paid for that day on the basis of the employee's regular number of working hours; e.g., if an employee who works four (4) hours a day takes a sick day, said employee will receive payment for that day based on four (4) hours of work.

Sick leave may be taken in one hour increments.

#### Section 2 - Personal Leave

Each bargaining unit employee shall be entitled to receive four (4) personal leave days per year. The personal leave days shall be scheduled by the Administration with only 10% of the staff allowed to be absent at any one time. No more than five(5) personal days may be carried over to the following year.

Personal leave may be taken in one hour increments.

#### Section 3 - Bonus Days

For each fifty (50) days of accumulated sick leave, excluding the ten (10) days granted for the current year, each bargaining unit employee shall be granted one (1) bonus (personal) day. Bonus days are not accumulative.

Bonus leave may be taken in one hour increments.

#### Section 4 - Bereavement Leave (Immediate Family)

All bargaining unit employees will receive up to five (5) days off with full pay and benefits if absent from duty because of the death of a member of the immediate family. Members of the immediate family are father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law, grandchild or near relative who resides in the same household, or any person with whom the employee has made their home.

#### Section 5 - Bereavement Leave (Near Relative)

All bargaining unit members will receive the day of the funeral with pay and benefits because of the death of a near relative who does not reside in the same household. A near relative is defined as first cousin, uncle, aunt, niece, nephew, brother-in-law or sister-in-law, grandparents, and grandparent-in-law.

#### Section 6 - Jury Duty/Court Witness

Bargaining unit employees when subpoenaed as a witness in a court or hearing or when serving as jurors shall suffer no loss of pay or loss of any other benefits. Per diem pay received for such duty shall be given to the Wyalusing Area School District. Bargaining unit employees shall keep payment received that covers mileage and other expenses.

#### Section 7 - Personal Leave

Employees may request other leaves of absence without pay for personal reasons. The School District shall exercise its discretion in granting such leaves.

#### Section 8 - Maternity Leave

Maternity leave shall be granted to bargaining unit employees as follows:

Each individual in need of a maternity leave shall apply to the Board, in writing, stating the length of leave time desired. Said period shall not exceed one (1) year but may be extended by the Board upon reasonable and proper cause shown. During the period of maternity leave, the employee shall receive no salary, no increments, and no retirement benefits for such leave.

Eligible employees are entitled to use accumulated sick leave days for the workdays they are disabled because of disabilities caused or contributed to by pregnancy.

A request for sick leave payments must be accompanied by a statement from a physician setting forth the nature of the disabilities and the inclusive dates that the employee might be unable to work.

#### Section 9 - Benefits/Rights While on Unpaid Leave

An unpaid leave of absence will allow the employee to retain all currently held rights and benefits. No new benefits will accrue during the unpaid leave of absence.

While an employee is on an unpaid leave, they have the option of paying their premium at group rate for all hospitalization/life insurance providing the support staff member reimburses the District by the 25<sup>th</sup> day of each month for the succeeding month's coverage.

In the event of a maternity leave or other leave of absence without pay which is taken after the employee's period of scheduled work has begun within the new contract year, the employee will have the benefit of all sick days, personal days and bonus days which are provided in this contract. If an employee requests a maternity leave or other leave of absence without pay for the beginning of their period of scheduled work in the new contract year, then all benefits for sick days, personal days and bonus days will be prorated based upon the fractional period of time that is remaining in the scheduled work period after return to employment. Bereavement leave is an exception to this section.

It is understood that during any unpaid leave the employee's seniority shall be retained. Upon return from leave, the employee shall be returned to a similar position to that held prior to taking such leave.

This Section does not either restrict or expand any employee's rights under the Family and Medical Leave Act.

#### Section 10 - Workmen's Compensation

Loss of time for a work related injury will be compensated as follows:

A. Loss of time for a work injury of less than eight (8) days:

1. Employee may use accumulated sick leave or vacation, personal or bonus if the employee has no sick days.

B. Loss of time for work related injury for more than seven (7) days but less than fourteen (14) days:

1. The District shall pay the difference between the employee's salary and the benefits received under workmen's compensation until all sick leave is used. Subsequently, the employee would receive only those benefits for which they are eligible under workmen's compensation.
2. While the employee is receiving workmen's compensation, the District will deduct one-third (1/3) sick day for each day the employee is absent.

Loss of time for a work related injury of fourteen (14) days or more:

1. When workmen's compensation becomes retroactive to day one, the District will adjust the days used by crediting to the employee two-thirds (2/3) of each sick day used. Employees will use up accumulated sick leaves first when a workmen's compensation claim has been filed. After all sick days have been used, the employee may use vacation, personal and bonus days in the same manner as outlined in Section B.1. Since the employee will have received full pay, he/she will be required to remit the endorsed compensation check to the School District for days 1-5.

**ARTICLE VIII**  
**COMPENSATION**

Section 1 - Salary Schedule

The following hourly rates will be paid to all full-time and all part-time employees of this bargaining unit.

<u>Instructional and Personal Aides</u>				
Step	Years	2024 - 25	2025 - 26	2026 - 27
1	1-3	\$18.67	\$19.67	\$20.67
2	4-6	\$19.26	\$20.26	\$21.26
3	7-9	\$19.78	\$20.78	\$21.78
4	10-12	\$20.44	\$21.44	\$22.44
5	13-15	\$20.97	\$21.97	\$22.97
6	16-18	\$21.57	\$22.57	\$23.57
7	19-21+	\$22.15	\$23.15	\$24.15

<u>Building Secretaries</u>				
Step	Years	2024 - 25	2025 - 26	2026 - 27
1	1-3	\$21.46	\$22.46	\$23.46
2	4-6	\$21.97	\$22.97	\$23.97
3	7-9	\$22.61	\$23.61	\$24.61
4	10-12	\$23.20	\$24.20	\$25.20
5	13-15	\$23.80	\$24.80	\$25.80
6	16-18	\$24.39	\$25.39	\$26.39
7	19-21+	\$24.97	\$25.97	\$26.97

<u>Central Office Secretaries - LPN</u>				
Step	Years	2024 - 25	2025 - 26	2026 - 27
1	1-3	\$21.46	\$22.46	\$23.46
2	4-6	\$22.41	\$23.41	\$24.41
3	7-9	\$23.58	\$24.58	\$25.58
4	10-12	\$24.23	\$25.23	\$26.23
5	13-15	\$24.85	\$25.85	\$26.85
6	16-18	\$25.52	\$26.52	\$27.52
7	19-21+	\$26.23	\$27.23	\$28.23

Section 2 - Longevity Payment

Each employee in the above categories shall be entitled to a longevity increment, which will become part of their regular base salary according to the following schedule:

Beginning July 1, 2024 longevity payments shall be calculated according to the following formulas:

21 to 25 years of service	30¢ per hour increase
26 to 31 years of service	50¢ per hour increase
32 or more years of service	75¢ per hour increase

Section 3 - Salary Based on Hourly Rate

Deductions from or additions to an employee's salary will be based upon their above hourly rate.

Section 4 - New Full-Time or Part-Time Positions

Any new full-time or part-time bargaining unit positions will be compensated at the above-adopted schedule.

#### Section 5 - Step Progression - 2 ½ Hour Daily, Full School Year Employees

One year worked = ½ year progression on salary scale.

If any of these employees are called in to substitute even on a day-to-day basis, they will receive their regular wages pro-rated on a daily basis.

#### Section 6 - Non-School Related Activities

All bargaining unit/support personnel who perform services in non-school related activities such as banquets, organizational meetings, etc., shall be paid at their regular hourly rate. This work will be offered on a rotation basis, first to employees of the building in which the non-school related activity is scheduled to be held and if refused or if additional help is required, the openings will be advertised on a first-come basis to all other support personnel.

It shall be expressly understood that the sponsoring organization shall remunerate those School District employees for services performed for said non-school related activities.

#### Section 7 - Pay Periods

Pay periods for bargaining unit employees shall be every fourteen (14) days or every other Thursday. In the event that either pay day falls on a day in which school is not in session, payment shall be made on the last school day preceding the date of payment. Said payments shall be made to those employees who are entitled to pay during the pay period.

#### Section 8 - Deductions

The usual deductions taken out of Support Staff Employees' paychecks are Federal Withholding Tax, Social Security, State Income Tax, Wage Tax, Retirement, Unemployment Compensation Tax and Medical Insurance Co-payment. Deductions shall be equally divided among each pay period. In addition, the following items shall be deducted from Support Staff paychecks if requested by the employees:

- Life Insurance
- Tax-Sheltered Annuity Plans
- United Way
- Cancer Insurance
- Association Dues
- Credit Union Deductions
- Vision Insurance

In addition, a fee at the current legal rate of 2% (two percent) shall be deducted for employees who have their wages garnished or have other court ordered deductions from payroll.

### **ARTICLE IX**

#### **FRINGE BENEFITS**

#### Section 1 - Severance Pay

Upon retirement, bargaining unit employees will receive the following benefits:

- A. As part of the final year's salary, the School District will pay a retiring employee \$50.00 for each year of service in the Wyalusing Area School District.
- B. Sixty-five (\$65) dollars per day for each unused sick leave day to a maximum of 200 days or \$13,000.

The above payments will be made provided the employee is entitled to benefits under the Pennsylvania Retirement Plan. The employee shall present proof that he/she has made formal application for retirement prior to payment being issued. These funds shall be disbursed through a 403b account.

## Section 2 - Credit Reimbursement

Each Support Staff Employee in the bargaining unit shall be reimbursed at the rate of up to three hundred and fifty dollars (\$350) per credit for credits in the field of education from a United States Accredited College or University or credits which will enhance the work they perform in their current position. The employee must be enrolled in a bona fide course of study pursuing an Associate's Degree, Bachelor's Degree, or a Master's Degree. The maximum to be paid per employee per school year is three thousand five hundred dollars (\$3500)

Reimbursement will be paid upon receipt of evidence of payment of tuition and successful completion of the course. Credits taken at the District's request shall be reimbursed at one hundred percent (100%) of the cost of the credits.

Reimbursement will be paid upon receipt of evidence indicating successful completion of the course, submission of a transcript, and proof of payment to the superintendent or their designee.

A grade of "C" or better is required in order to be eligible for reimbursement.

All courses taken for reimbursement shall have prior approval from the superintendent.

If an employee leaves the School District within two (2) years of the date of completion of a tuition reimbursement eligible course, the employee, except as provided below, may be required to reimburse the District as follows:

- Year 1 – 100% of District paid tuition;
- Year 2 – 50% of District paid tuition;

The employee shall not be required to reimburse the School District due to the following conditions: furlough, retirement, disability or disability retirement, including a life changing event such as a move due to a spouse, partner or family member relocation, to care for a spouse, partner or family member or themselves for a serious illness or medical condition. The employee shall be required to provide proof of the above listed exception(s) in order to receive the exception to tuition repayment.

## Section 3 - Hospitalization

- A. Our district is a member of the Northern Tier Insurance Consortium and coverage is currently provided through Blue Cross of Northeastern Pennsylvania and Highmark Blue Shield. The Consortium follows the contractual plan changes consistent with Blue Cross as they become approved through the Pennsylvania State Insurance Department. Blue Cross, Blue Shield coverage includes dependents to age 26 (coverage may be in place for dependents until the end of the calendar year containing their 26<sup>th</sup> birthday).

HDHP-1: The high deductible health care plan currently includes (for the single coverage) a deductible of one thousand two hundred fifty dollars (\$1,250) and a total out-of-pocket maximum of two thousand dollars (\$2,000). The plan also includes (for the non-single coverage) a deductible of two thousand five hundred dollars (\$2,500) and a total out-of-pocket maximum of four thousand dollars (\$4,000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

HRA – The employer agrees to provide a prepaid Health Reimbursement Account (HRA) of two thousand dollars (\$2,000) each day one of each plan year, for each member of the bargaining unit who chooses the single coverage option.

The employer agrees to provide a prepaid HRA of four thousand dollars (\$4,000) each day one of each plan year, for each member of the bargaining unit who chooses any of the non-single coverage options.

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year, or upon newly hired support staff/eligibility due to a life changing event. The employer shall be responsible for all costs associated with the HRA.

The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

#### Premium Share

For the 2024-2025 school years, all new bargaining unit members will be responsible for paying a premium share of nine hundred dollars (\$900). For the 2025-2026 school year, all new bargaining unit members will be responsible for paying a premium share of nine hundred and fifty dollars (\$950). For the 2026-2027 school year, all new bargaining unit members will be responsible for paying a premium share of one thousand dollars (\$1000). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, the amount not to exceed the initial premium share required for that school year.

In 2024-2025, employees continuing coverage shall contribute an additional thirty dollars (\$30). In 2025-2026 employees continuing coverage shall contribute an additional fifty dollars (\$50). In 2026-2027 employees continuing coverage shall contribute an additional fifty dollars (\$50). Employee contributions shall continue to be based on the HRA utilization of the previous year. The maximum employee contributions for 2024-2025 shall be nine hundred dollars (\$900). For 2025-2026 the maximum employee contribution shall be nine hundred and fifty dollars (\$950) and for 2026-2027 shall be one thousand dollars (\$1000).

The employee premium share shall be based on the coverage that the member is enrolled in on July 1<sup>st</sup> and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

Late Arriving Bills: It may be possible that the employer will not have access to all health care cost incurred by the employee at the time the employee's premium share is set. If the employer is notified of additional costs incurred by the employee after the employee's premium share has been set, the employer shall notify the employee at least one paycheck in advance of the issue and the new premium share amount.

Incorrect Usage – While it is very unlikely, it may be possible that the HRA is used to pay for a procedure/other medical costs not covered by the health care plan. If this is the case, the employee will be notified of the incorrect usage and the employee will have one (1) month to present a repayment plan to the employer for the amount. The plan shall both repay the employer in a timely manner and be affordable to the employee.

Once the plan is agreed to the employer shall reimburse the HRA the amount incorrectly spent. If the plan is not agreed to within one month the employer may stop usage of the HRA.

Should the premiums of the healthcare plan ever increase such that they are within ten percent (10%) of triggering the ACA's excise tax, the parties agree to meet and discuss methods of avoiding/paying the tax. Should the parties not agree and fail to reduce any agreement to writing, each party shall present to a neutral arbitrator their solution on how to avoid/pay for the tax. The arbitrator shall be enabled to only choose one of the two presented plans

#### A. Flexible Spending Plan

The District will provide IRS Section 125 Flexible spending plans for both dependent care and health care. The plans shall adhere to IRS regulations in all respects. Monthly administrative fees, if any, shall be paid by the participating plan participants. The District shall work with the Association to choose a third party administrator.

#### B. Retirees

The Board agrees that it will make available to all members of the bargaining unit who retire subsequent to the effective date of this Agreement and prior to reaching Medicare eligibility, a hospitalization, medical service, and Major Medical Health Insurance Plan. The retiree shall be responsible for premium payment.

Such coverage shall be available only upon the terms and conditions prescribed therefore by the District's insurance carrier and, if for any reason the same shall become unavailable from the District's insurance carrier, the Board shall be under no responsibility to provide substitute coverage.

Such coverage at the group rate shall be at the full cost and expense of the retired employees desiring the same and the payment, therefore, shall be received by the Board at least ten (10) days prior to the date the Board is obligated to transmit the same to the carrier.

In the event the payment shall not be received by the Board as herein set forth, the coverage shall be terminated and in such case the Board shall be under no liability whatsoever to make the payment or to provide the benefits which would have been provided by the carrier had the payment been made.

It is understood and agreed that in making this coverage available, the Board is acting only as a conduit for the transmittal of the premium to the carrier.

This plan is not available to those who retire before age 55 but can be picked up when the employee reaches age 55.

#### C. Election of Carriers

The Association will agree to the District's right to change insurance carriers providing the coverage is equal to, or better than, the benefits which presently exist. This agreement will only take place if and when the teachers agree to have this exact provision in their contract.

#### Section 4 - Health Care Opt-out Option

1. Participation, which will be entirely voluntary, involves waiving the use of the School District's health insurance plan in exchange for monetary compensation. Employees who choose this option must provide evidence of coverage obtained elsewhere.
2. A participating employee shall receive annual compensation in the amount of Four Thousand and No/100 Dollars (\$4,000) so long as the participating employee is an active employee at the time the payment is made. Payments (50%) will be made in December and May.
3. Part-time employees shall receive annual compensation in the amount of Two Thousand and NO/100 Dollars (\$2,000) so long as the participating employee is an active employee at the time the payment is made.
4. Married couples employed by the School District are not eligible to participate; however, their premium share will be reduced by half from what is negotiated for other eligible employees.
5. It is the responsibility of the employee to notify the School District through its Business Office each year of the employee's intent to waive the School District's health plan insurance benefits and participate in the buy-out.
6. A participating employee has the right to re-enroll in the health insurance plan at the next annual enrollment period unless there is a "life changing event," which is defined as one or more of the following:

- a. Marriage, divorce or legal separation of employee
  - b. Death of employee's spouse or child(ren)
  - c. Birth or adoption of a child(ren) by employee or spouse; change in the number of dependents
  - d. Loss (voluntary or involuntary) of job by spouse
  - e. Change in employment status from full-time to part-time or vice versa for employee or spouse.
  - f. Change in spouse's health insurance coverage, which results in loss of major benefits
  - g. Spouse becomes Medicare eligible
7. In the event of a "life changing event," as verified or confirmed by the School District, and upon written notification to the School District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately.
  8. The District shall ensure compliance with IRS Regulations and avoid constructive receipt consequences by establishing an IRS approved Section 125 Plan.
  9. Should a total number of employees opting out increase to 8 bargaining unit members in total, the Opt-out amount shall become one half (1/2) of the premium cost for single coverage.

#### Section 5 - Dental Insurance

- A. The Wyalusing Area School District shall assume the costs of dental care as provided in the Delta Dental PPO Plan with a maximum benefit of One Thousand two hundred (\$1200) dollars per year per employee. The Wyalusing Area School District will make available family dental insurance with the cost covered by the district.
- B. All Bargaining Unit members shall be automatically enrolled upon receipt of completed enrollment forms.
- C. The Association will agree to the District's right to change insurance carriers providing the coverage is equal to or better than the benefits which presently exist. This agreement will only take place if and when the teachers agree to have this exact provision in their contract.

#### Section 6 - Life Insurance

The Board shall assume responsibility for a Group Life Insurance Policy to be carried on each bargaining unit employee during the term of this contract in the amount of fifty thousand dollars (\$50,000).

Furthermore, the policy shall provide each bargaining unit employee with an Accidental Health and Dismemberment Plan in an equal amount. The insurance shall be paid for any losses which result from an accident occurring on or off the job in addition to any other benefits.

When requested on an individual basis, each employee shall be permitted to apply for an increase in the amount of life insurance provided by the Board. Each employee must purchase the insurance in blocks of \$1,000 subject to modification by the insurance company, payable through the use of the payroll deduction system for each pay period. The employee requesting such additional insurance shall notify the Administration Office by July 1<sup>st</sup> of each year.

#### Section 7 - Income Protection Plan

The Wyalusing Area School District shall pay for the cost of an Income Protection Plan for each support employee with coverage of \$1,000 per month with such benefits to begin on the ninety-first (91<sup>st</sup>) day.

When requested on an individual basis, each support employee shall be permitted to apply for an optional increase (buy-up) of income disability insurance up to sixty percent (60%) of the employee's salary, subject

to modification by the insurance company, payable through the use of the payroll deduction system for each pay period. The support employees requesting such additional insurance shall notify the Administration Office.

#### Section 8 - Clarification of Benefits for Part-Time Employees

All part-time employees shall be entitled to fifty percent (50%) of any and all fringe benefits to which full-time employees are entitled under the terms and conditions of this contract such as hospitalization benefits, dental benefits, sick leave, emergency leave, etc., with the following exceptions and/or qualifications:

- A. Part-time employees will not receive paid vacations as outlined for 12-month employees;
- B. Part-time employees shall be eligible for the holidays available to employees (school year equals school year and full year equals full year), as stated in Article V, paid based upon their average scheduled daily hours.
- C. Part-time employees working for a full year will receive their full complement of ten (10) sick days; however, for an employee working only for a semester, five (5) sick days per year will be granted.
- D. Part-time employees shall be eligible for the bereavement leave benefits in Article VII, Section 5 and Section 6.
- E. This section shall not apply to any part-time employees hired into new job classifications after the 2020-2021 school year.
- F. Part time positions shall not be used to replace full time staff. There shall not be multiple part time positions in a classification when a full time schedule would satisfy the needs of the District.

#### Section 9 – Vision

The District shall make family vision insurance available to bargaining unit. The cost of said benefits shall be borne solely by the District. All Bargaining Unit members shall be automatically enrolled upon receipt of completed enrollment forms.

### **ARTICLE X**

#### **SENIORITY**

Seniority is defined as the total length of service with the School District and is computed from the employee's first day worked since the most recent date of hire. In the event two or more employees began work on the same date, their seniority rank shall be determined by lot.

Seniority will not be broken but will accrue during:

- A. Time lost, not to exceed two (2) years in length, because of an occupation-related accident or disease compensable under existing law.
- B. Leaves of absence, whether paid or unpaid, set forth in this Agreement, approved by the Employer or authorized under Statutory Entitlement.
- C. The use of sick leave.
- D. Periods of lay off.

A full-time employee gains one (1) year of seniority for each full-time year of service.

A part-time employee, full-time employee (2 ½-hour daily, full school year) gains one-half (1/2) year of seniority for each part-time, full-time year of service.

An employee (5 ½ hour semester - Aide) who is hired for one-half of the group's contract year (185 or 180 days respectively) will receive credit for one-half (1/2) year of service for seniority.

A person hired under a Federal or outside program will be allowed seniority gained during the Federal program. This seniority plus District service must be for at least one-half of the group's contract year to promote the employee to the next year of service. This applies only to District-administrated programs.

An employee who resigns from the District for reasons other than dissatisfaction (e.g., spouse transfer, maternity, health) will be allowed to retain the years of credited service for seniority if the separation is no longer than three (3) calendar years.

## **ARTICLE XI**

### **VACANCIES AND TRANSFERS**

A list of vacancies, including new positions, existing in the WASD shall be distributed to each bargaining unit member as the vacancies occur. An email to all District employees is considered "distribution."

When a job vacancy occurs, or a new position is anticipated within the bargaining unit, the District agrees to post such vacancy for a period of five (5) work days prior to the filling of such job vacancy. The posting shall contain the minimum qualifications, skill requirements, hours, wages, and job descriptions for the posted positions. General job postings for anticipated or possible multiple vacancies are permitted and will include a synopsis of the duties, pay and qualifications as much as is possible.

Vacancy notices shall also be submitted to employees on the recall list. All employees in the bargaining unit, including furloughed (laid off) employees, may submit bids for vacant or newly created positions. Bids shall be submitted to the Superintendent or designated representative within ten (10) calendar days of the vacancy having been posted. Such positions shall be filled on a permanent basis not later than twenty (20) calendar days from the removal of the posting. The Board shall have the right to temporarily fill any vacancy during this process.

### **LAYOFF**

In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in reverse order of seniority within that job classification within the District. The job classifications are Aides; Building Secretaries; Central Office Secretaries ; LPN.

When an employee is to be laid off due to a reduction in the work force within a job classification, or because he is being bumped by a more senior employee, he shall be given a five (5) work day notice or pay in lieu of such notice, at the option of the Employer. For employees who are absent from work for any reason on the day such notice is to be given, the Employer will mail a certified letter to the employee and the Association on the day that such notice was to be given.

Employees being laid off or bumped shall be permitted to bump the less senior employee in the District in either the same job classification or another classification where he is qualified to perform the work as determined by the Employer. This bumping will be permitted without the interruption of his continuous service. Employees desiring to bump to another building or to another classification must advise the Superintendent's office within two (2) work days of his receipt of such notice of layoff. Employees changing classifications will be placed on step within the new classification, but in no event with a reduction of pay – these employees shall be "red circled" and paid above the applicable schedule and shall receive no annual increase in wage until such time as the classification schedule is at or above the red circled rate.

The order of recall for laid off employees shall be the most senior employee qualified for the open position. The District shall offer employment to employees from the recall list prior to advertising for outside hires. Employees on the recall list who refuse comparable employment shall be removed from the list.

## EVALUATIONS

Evaluations of employees covered under this agreement shall be on the attached, agreed to, form. The Employer shall provide training to employees on the performance evaluation system. The Employer will notify employees of the method and forms to be used prior to the beginning of the performance evaluation rating period. (NOTE: This language is from the prior contract and has been *moved here for clarity*)

## **ARTICLE XII**

### **EMPLOYEE RIGHTS**

#### Section 1 - Personnel File

No derogatory material shall be placed in an employee's personnel file without a conference and review of the material with said employee. The employee shall acknowledge, by signature, that he/she has reviewed the material and may include in the file a rebuttal to such material. Any derogatory material which has been placed in an employee's file will be removed at the discretion of the School Board after such material has been in the file for a period of two (2) years and after the employee has worked for that period of two (2) years without any additional written reprimand.

#### Section 2 - Required Meetings or Hearings

When an employee is required to appear before the Superintendent, the School Board or any committee thereof whether the subject of the appearance shall concern furlough, suspension or discharge of the employee or his salary or benefits, said employee shall be given written notice of the reasons for such meeting and shall be entitled to have representatives of the Association present to advise and represent him/her during such meetings or interviews. Such meetings or interviews will be scheduled as expeditiously as possible by both parties.

#### Section 3 – Savings Clause/Severability

This Agreement is subject in all respects to the Laws of the Commonwealth of the Pennsylvania with respect to the powers, rights, duties and obligations of the Board, the Association and employees in the bargaining unit and in the event that any provision of this Agreement shall at any time be judged contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative; however, all other provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, as other applicable laws and regulations.

## **ARTICLE XIII**

### **ASSOCIATION RIGHTS**

#### Section 1 – Inter-School Mail

The Association shall have reasonable use of inter-school mail facilities and school mailboxes.

#### Section 2 – School Facilities

The Association and its representative shall have the use of school buildings for meetings after school hours if those buildings are unscheduled for other use at the time requested. Arrangements for such meetings shall be made with the appropriate Administrator.

### Section 3 – Bulletin Boards

The Association will have the right to reasonable use of all District bulletin boards in non-student areas for Association business.

### Section 4 – Association Membership

All employees within the bargaining unit covered by this Agreement who are members of the Association or who become members thereof during the term of this Agreement shall retain their membership for the duration of this Agreement. Said employee may resign from membership fifteen (15) days prior to the expiration of this Agreement.

### Section 5 – Release Time for Association Business

The Association president shall be entitled to release time not to exceed forty-five (45) minutes in order to perform association business during the workday. The Association president shall suffer no loss in wages, benefits, or other contractual advantages as a result of such use of school time.

Members of the Wyalusing Area Educational Support Personnel Association duly elected or appointed as officers or delegates by the local, state or national education associations or committee representatives of the state or national associations shall be permitted to attend conventions or committee meetings without loss of salary and the Board of Education shall provide a substitute upon notification to the appropriate Administrator. Such total attendance shall not exceed a total of five (5) days including travel in any one year.

### Section 6 – Release Time for Association Meeting

Members of the Wyalusing Area Educational Support Personnel Association shall be allotted one hour of released time to attend an Association meeting on the first day of school. The Association shall schedule the time of the meeting.

Members of the Wyalusing Area Educational Support Personnel Association shall be allotted one hour of released time to attend an Association meeting in the spring, with additional travel time to or from the meeting not to exceed twenty (20) minutes. The Association shall schedule the time of the meeting.

## **ARTICLE XIV**

### **MISCELLANEOUS**

#### **Section 1 – No Strike/No Lockout Agreement**

During the term of this Agreement, the Association will not authorize, permit, or condone any work stoppage, slowdown or other form of curtailment of effort and the Board or its staff will not authorize or permit any lockout of Association members or persons covered by this Agreement.

#### **Section 2 – Copies of Agreement**

Copies of this Agreement shall be produced at the expense of the Board after agreement with the Association on format. The Agreement shall be made available to all members of the bargaining unit.

#### **Section 3 – Liability Insurance**

The Board will pay the cost of General Liability and Automobile Liability Insurance for all employees during the time which they are engaged in school duties. The Automobile Liability will be applicable only after the owner's insurance has been applied. This insurance shall be provided by the Wyalusing Area School Broker of record.

#### **Section 4 – Transportation of Students**

No bargaining unit employee shall be required to transport children.

### **Section 5 – Mileage Reimbursement**

Bargaining unit employees shall be reimbursed at the IRS rate for the use of a personal vehicle in the performance of school duties with prior approval of the Administration.

### **Section 6 – Complimentary Passes**

Each bargaining unit employee will receive a complimentary pass to all Wyalusing Valley High School home athletic events.

### **Section 7 – Attendance at Conferences**

Bargaining unit employees may, at the discretion of the Board of Directors, attend conferences which are directly related to the position which they hold. The cost of a substitute, registration fee, expenses, and mileage may be paid at the discretion of the Board of Directors.

### **Section 8 – School Board Policies**

The Online Policy Manual is considered “distribution” of all policies. The School District shall send an email to all school personnel whenever there is an amendment to School Board Policies.

### **Section 9 – Part-Time, Full-Time Transfers**

If a part-time, full-time employee transfers to a full-time position, part-time sick and personal days will be considered as full-time days; e.g., a 7.5 hour day equals a 5.5 hour day. One (1) day equals one (1) day.

### **Section 10 - Rehiring**

An employee who is rehired after a separation period does not retain any accumulated days or benefits, except as stated in Article X, last paragraph. This Article shall not be construed to mean that any other benefits except seniority will accrue in reference to said separation period.

### **Section 11 – Lunch Period**

All bargaining unit employees will receive a thirty-minute, duty-free lunch. During this lunch period, employees are permitted to leave the building.

### **Section 12 – Fair Share**

Non-professional employees in the bargaining unit, who are not members of the Association on the effective date of this Agreement, shall be required to pay to the Association a “Fair Share Fee” for services rendered as the exclusive bargaining agent. For purposes of this section, “Fair Share Fee” shall mean the regular membership dues of the Association, less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the Association as the exclusive representative, as provided under Act 84 of 1988.

The District on or before September 15 of each year will provide the Association with a list of the names and addresses of all bargaining unit members. The District will also provide the Association with the name and address of any Employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.

By December 20 of each year of this Agreement, the Association shall provide the District with the names of employees who are non-members of the Association, the amount of “Fair Share Fee” and a payment schedule for deduction of the fee. For employees hired after December 1 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after receipt of notice of the employee’s hiring. The District will deduct such fee from paychecks of each non-member in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association treasurer.

If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any legal action brought against it. The Association will indemnify, defend, and hold the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the District to comply with the provisions of this Article.

The Association agrees that regardless of the outcome of the challenges to the validity of indemnification clauses, PSEA and the Association will not assert the invalidity of the indemnification clause in Section 4 above as a defense to avoid obligations under the clause due to the implementation of Fair Share, and promise to pay any damages, claims, plaintiff's attorneys fees awarded or any other type of liability which results from the District's compliance with the provisions of this Article.

Fair Share shall no longer be in effect pursuant to the United States Supreme Court holding it unconstitutional. Should the collection of fair share fees be deemed lawful, the provision shall be returned in its entirety and enforced as part of the agreement at the time fair share is deemed legal. The content of the Section shall remain in the agreement and be understood to be void while fair share is considered unconstitutional.

### **Section 13 – Employment Status**

Each employee who works less than twelve (12) months shall be notified prior to July 1 of their tentative position and location of assignment for the next school year.

### **Section 14 – Probationary Period**

A probationary period shall be required of a new employee only once during his/her employment.

A probationary employee shall be defined as a new employee who is employed full-time by the District to fill a permanent position and has worked less than seventy (70) calendar days from the beginning of his/her employment, during which time he/she will receive benefits.

Newly hired employees may be required to attend an Induction/Orientation training along with new teachers prior to the opening of school each year. Employees required to attend the orientation/training will be paid their hourly rate to do so.

### **Section 15 – Make-up Days**

If the Board uses a holiday to make-up one or more snow days, all bargaining unit employees scheduled to be paid for the holiday shall be given a personal day (extra day) in lieu of the holiday to take leave.

**ARTICLE XV**  
**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2024 and shall be in effect until June 30, 2027. The parties hereby agreed to enter into negotiations over a successor Agreement according to the time limits set forth in Act 195.

IN WITNESS WHEREOF, the parties hereto have set their hand this

\_\_\_\_\_ day of \_\_\_\_\_, 2024.

WYALUSING AREA EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION

BY: \_\_\_\_\_  
Deborah Minturn, President

WYALUSING AREA SCHOOL DISTRICT

BY: \_\_\_\_\_  
Kelly White, School Board President

BY: \_\_\_\_\_  
Superintendent

BY: \_\_\_\_\_  
Board Secretary

## GRIEVANCE FORM

WYALUSING AREA SCHOOL DISTRICT

GRIEVANCE #

\_\_\_\_\_  
(Building)

\_\_\_\_\_  
(Aggrieved Person)

\_\_\_\_\_  
(Date Filed)

### LEVEL 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. State of Grievance \_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_

(If additional space is needed in reporting Section B.1 and 2., attach an additional sheet.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

D. Position of Aggrieved Person and/or Association \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### LEVEL II

A. Date of request for appeal to Superintendent \_\_\_\_\_

B. Disposition by Superintendent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Aggrieved Person and/or Association \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL III

Date Submitted to Board \_\_\_\_\_  
Date Hearing was Held \_\_\_\_\_  
Disposition by Board \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Position of Aggrieved Person and/or Association \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

LEVEL IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition and Award of Arbitrator \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

## WYALUSING AREA SCHOOL DISTRICT

### NON-DISCRIMINATION POLICY

Wyalusing Area School District is an equal opportunity education institution and will not discriminate on the basis of race, color, national origin, gender, religion, age, veteran status, political activities, sexual orientation, marital status, or disability in its activities, programs or employment as required by Title VI, Title IX, Section 504, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990. In addition, information and grievance procedures referencing Title IX or Section 504 should be directed to Director of Human Resources, Title IX and Section 504 coordinator, in the Wyalusing Area School District Administration Office at 11450 Wyalusing-New Albany Road, PO Box 157, Wyalusing, PA 18853, or (570) 746-1600.

Legal Advisor:

**David F. Conn**  
**SWEET | STEVENS | KATZ | WILLIAMS**  
331 E. Butler Avenue  
New Britain, PA 18901