

PROFESSIONAL NEGOTIATION AGREEMENT

BETWEEN

STO-ROX EDUCATION ASSOCIATION

AND

STO-ROX BOARD OF EDUCATION

July 31, 2013-June 30, 2021

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PREAMBLE

The Board of Education of the Sto-Rox School District and the Sto-Rox Education Association recognize that the development and operation of educational programs of the highest quality, for the benefit of the students and the communities of Stowe Township and McKees Rocks, is a common responsibility which requires, for its effective discharge, consultation among the Board of Education, the Superintendent and administrative staff, and members of the teaching staff speaking through their elected representatives. Hereinafter the Board of Education of the Sto-Rox School District is called the Board, and the Sto-Rox Education Association hereinafter is called the Association.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board in case number PERA-R-289-W and permanent substitutes as agreed to in case number PERA-R-978-W, and school psychologist as agreed to in case number PERA-U-09-203-W dated May 12, 2010.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2021. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Modification

This Agreement may be modified in whole or in part by mutual consent of both parties, in writing, and duly executed by both parties.

C. Abrogation

The District agrees that it will not attempt in any way to abrogate the contract for the term of this Agreement.

D. Negotiation Procedures

1. Upon request by the Association, the Board will furnish such information as is relevant to negotiations and/or the administration of this Collective Bargaining Agreement.
2. Both parties pledge themselves to negotiate in good faith to resolve disagreements.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is hereby defined as a complaint by an employee or employees of the bargaining unit regarding the meaning, interpretation or application of a provision of this Agreement.

2. Aggrieved Person

An "aggrieved person" is the person or persons making the complaint.

B. Purpose

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

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level of the grievance procedure should be considered as a maximum time limit and every effort should be made to expedite the grievance procedure. Additional time at a specific step of this procedure may be granted by mutual agreement between the parties.

2. Informal Conference - Principal or Immediate Superior

An employee having a grievance, within ten (10) working days after the act or condition giving rise to the grievance, or within ten (10) working days after the time when the employee learned or reasonably should have learned of such act or condition whichever is later, shall discuss such grievance with his building principal, and/or his designee in an attempt to resolve the matter at that time.

3. Level One - Principal or Immediate Superior

If the discussion at the informal conference does not satisfactorily resolve the grievance, within five (5) working days after the conference, the grievance shall be reduced to writing on a form agreed upon by the parties to this contract. The building principal shall serve an answer in writing upon the employee within two (2) working days after the receipt of said grievance.

4. Level Two - Superintendent

Within five (5) working days after receipt of the Answer from the Principal or the Grievant's immediate superior, the Answer may be appealed in writing to the Superintendent. A conference may be requested by the Superintendent and/or the grievant or his/her representative. The Superintendent shall serve a written Answer upon the Grievant within five (5) working days after receipt of the grievance.

5. Level Three-Board Level

Within five (5) working days after receipt of the answer from the Superintendent, the answer may be appealed to the Board. A conference

maybe requested by the Board and/or the grievant or his/her representative. The Board shall serve a written answer upon the grievant within five (5) days after the next scheduled Board Meeting.

6. Level Four

- (a) If the aggrieved person is not satisfied with the Answer at Level Three, he/she may, after receipt of the Answer, request in writing that the Association submit his grievance to arbitration within fifteen (15) working days after receipt of the Answer by the Board.
- (b) Within ten (10) school days after such written notice or submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain such commitment within the specific period of time. A request for a list of arbitrators may be made to the American Arbitration Association.
- (c) The arbitrator so selected shall confer with representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearing have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission or

an act prohibited by law or which is in violation of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

- (d) The costs of the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6. Effect of Failure to Appeal

A grievance not appealed to the next step within the time limit specified above shall be considered settled on the basis of the last Answer of the School District's representative. A grievance not answered within the time limit specified above shall be considered settled on the basis of the relief requested by the grievant at that step.

7. Year End Grievance

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

8. Group Grievance

If, in the judgment of the Association, a grievance affects a group, or class of teachers, the Association may submit such grievance in writing to the Superintendent directly at Level Two.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or at his option, by a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by the Association against any representative or agent or grievant for the respective groups by reason of participation in the grievance procedure.

E. Miscellaneous

1. Separate Grievance File

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

2. Forms

Forms for filing and processing grievances are included in Appendix A.

3. Meetings and Hearings

All meetings, hearings and discussion under this procedure shall be conducted in private and shall include only such aggrieved person or persons, their designated representatives and the Board and/or its representatives. All grievance meetings at Levels I and II will be conducted after school hours unless mutually agreed to.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195 or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. Just Cause Provision

No professional employee shall be disciplined, reprimanded, discharged, furloughed, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, Superintendent, agent or representative thereof shall be subject to the grievance procedure set forth herein. All information forming the basis for disciplinary action will be made available to the professional employee(s) and the Association. Employees shall have the right to file a grievance under the collective bargaining agreement with respect to any matter contained herein or to utilize a statutory remedy under the School Code or under the Local Agency law but not both. This choice shall be provided in compliance with Section 1133 of the School Code of 1949, as amended. An election by the employee to utilize one or the other remedy shall be deemed a waiver of the remedy not utilized.

C. Required Meetings or Hearings

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

D. Evaluation of Student

1. No grade or evaluation of students shall be changed without consultation with the teacher.
2. A committee on evaluation, comprised of teachers from individual buildings and administrators, will meet annually to review and revise if necessary the methods of evaluation procedures and techniques to be used in the evaluation of students.

E. Criticism of Teachers

Any question or criticism by a supervisor, administrator or Board member of a teacher and his instructional methodology shall be made in confidence.

F. Association Identification

No teacher shall be prevented from wearing pins or identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

The Association and its representatives shall not be unreasonably denied the use of school buildings with the approval of the principal.

B. Use of School Facilities and Equipment

The Association may, with the approval of the principal, which cannot be reasonably denied, use school facilities and equipment, including computers, copy machines, other duplication equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable costs of all materials and supplies incidental to such use and for any repairs necessitated as a result thereof.

C. Bulletin Boards

The Association shall have in each school building the use of bulletin boards in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office of the building where there is no faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the building principal.

D. Mail Boxes

The Association shall have the reasonable use of school mailboxes for the distribution of Association literature.

E. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other teacher organizations as prescribed by the Pennsylvania Labor Relations Board.

F. Items of Agendas

The Association shall have the opportunity to suggest items for the agenda of faculty or other professional meetings.

G. Leave for Association Delegates

SREA delegates to PSEA and/or NEA or Commonwealth conventions or conferences which are scheduled for working days shall be granted release time for attendance at such conventions and conferences without loss of pay or other benefits. Such Association release time will not exceed a total of ten (10) days per work year. The parties agree to honor the plain meaning of this subsection without reference to prior interpretations or applications of the same.

H. Association President

The President of the Sto-Rox Education Association shall be provided release time in accordance with the memo of intent found in Appendix E.

ARTICLE VI
TEACHERS WORK YEAR

A. Teaching Hours

Commencing with the 2011-12 school year, the school work year for employees shall not exceed one hundred ninety (190) days, which shall consist of one hundred eighty (180) instructional days, five (5) - in-service days and five (5) clerical days. It is understood and agreed that the school calendar is subject to change in the event of school emergencies.

B. Monthly Meetings

Teachers will be required to give one half (1/2) hour per week if called or needed by the administration and additionally, one (1) full hour once per month. An agenda for the meeting shall be provided not less than two (2) days before the meeting. The meetings shall begin five (5) minutes after student dismissal and continue for not more than sixty (60) minutes. The meetings shall not be held on a Friday or on the last day of school prior to a vacation. Any teacher attending such a meeting shall be entitled to an early dismissal five (5) minutes after student dismissal on the next working day, following the meeting, which is not a regularly scheduled early dismissal day.

C. School Psychologist Work Year

The work year for the School Psychologist shall not exceed two hundred forty (240) days per year. Additional work days beyond one hundred ninety (190) shall be compensated on a per diem basis.

D. Guidance Counselor and Home and Visitor Work Year

Guidance Counselors and Home Visitors hired after June 2016 shall be paid on a per diem basis for work beyond one hundred ninety (190) days per year. Employees in these positions hired prior to June 2016 shall not be paid on a per diem basis but shall receive a stipend of \$3,921 annually and will be required to work five days prior to the beginning and five days following the completion of the school year.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

A. Teaching Hours

The actual starting and completion time may vary with each building due to local conditions. The Board's determination of the starting times for each building shall be final. The normal work day shall be seven and one-half (7 1/2) hours for all teacher inclusive of a thirty (30) minute duty-free lunch period. The following times are guidelines and can be changed with consultation of the Association and the approval of the Board:

1. Check in no later than twenty (20) minutes prior to established starting time.
2. Teachers shall be at their assigned place of duty no later than five (5) minutes after final check-in time.
3. Teachers shall leave the school daily no earlier than the posted dismissal time, except by permission of the Principal.

4. Fridays and days before holidays, teachers may leave five (5) minutes after student dismissal.

B. Lunch Hours

1. All teachers shall be entitled to a duty-free uninterrupted lunch period of thirty (30) minutes. Teachers may leave the school building during their lunch period with permission of the Principal or Head Teacher. The teachers' lunch period shall not include supervision by professional employees of pupils, except as provided in paragraph (B)(2) below, and the professional employee shall be held harmless by the District for any claim made due to injury to pupils during such lunch.
2. Elementary teachers who wish to volunteer and are accepted for lunch and/or playground duty shall be paid Twenty-Five Dollars (\$25) per half hour. If no volunteers are available for lunch or playground duty, teachers may be assigned by the building principal and paid the appropriate rate. Teacher assignments will be made beginning with the least senior teacher and will be rotated on a ten (10) working day schedule where necessary.

C. Teaching Loads

1. Secondary Schools

- a. The normal teaching load for secondary teachers shall be thirty (30) teaching periods per week. Teachers at any level who do not have a teaching, preparatory or lunch period can be assigned a duty period.

- b. All secondary teachers shall have five (5) unassigned planning periods per week.
- c. Teachers' planning periods shall not be imposed upon. In cases of an emergency where a teacher is needed to cover another teacher's class during their planning period, the District will first seek volunteers to provide such coverage. When no volunteers are available, the District may assign a teacher on a rotating basis to provide such coverage, provided that no teacher will be involuntarily assigned to provide class coverage during their preparation period more than twenty (20) times in any school year. Where a teacher's planning period is taken to cover another teacher's class, study period or special teacher's class, that reassigned teacher shall be paid a flat rate of \$25.00 per each planning period.
- d. Preparation for Honors and Advanced Placement or Dual Enrollment courses of the same subject already taught as the main course do not count as a preparation period.

2. Elementary Schools

- a. Kindergarten assignment of children shall be made prior to the first day of school so that these classes are balanced and meet satisfactory teaching norms if possible. The District will make every effort to establish reasonable class size in kindergarten and the primary grades (grades 1, 2 and 3) and, where possible, assign no more than twenty-five (25) students per teacher at

these levels. Any kindergarten or primary class that exceeds twenty-five (25) students as of the tenth (10th) day of each semester shall be assigned a classroom aide. An additional classroom aide shall be assigned for every five (5) students beyond the twenty-sixth (26th) student. The District shall have the authority to reassign students during the course of the school year.

- b. In cases of any emergency whereby a teacher's preparation period is taken to cover another teacher's class or study hall or special teacher's class, that reassigned teacher shall be paid a flat rate of \$25.00 for each planning period lost.
- c. In case of a teacher absence and no substitute teacher is provided, those teachers splitting the absent teacher's class shall divide the substitute rate plus \$25.00 per occurrence.
- d. Each elementary teacher shall have a minimum of five (5) planning periods of forty-six (46) minutes for each period per week. The duration of each planning period shall be not less than 40 minutes. Such preparation periods must be scheduled on a minimum of three (3) days a week per normal work week. Such time shall not be used for faculty meetings but shall be for individual or small group preparation. Elementary preparation periods will occur when these specials are taught: Music - one per week; Art - one per week; Physical Education - two per week; and Library - one per week.

3. Part-time Teachers

- a. Part-time teachers will not be employed if such employment results in the furlough of any full-time teacher. Part-time teachers will not be employed to avoid the payment of fringe benefits. Part-time teachers will not be hired to circumvent the hiring of a full-time position.
- b. The District will provide pro-rated benefits for part-time employees who work more than one-half (1/2) of a full-time schedule, not inclusive of preparation periods.

ARTICLE VIII

TEACHING CONDITIONS

A. Teaching Materials and Equipment

The Board recognizes that appropriate test, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The parties shall collaborate for the purposes of improving the selections and use of such educational tools as to take full advantage of professional expertise. The Board agrees at all times to keep the schools equipped and maintained as agreed to herein. Teachers will be informed of deletions in their budget orders prior to the adoption of the budget. Teachers shall be given a budget guideline prior to the ordering process. The teachers shall submit their orders to the Principal who shall order all supplies.

B. Facilities for Teachers

The Board shall make available in each school adequate lunchroom, restroom and telephone facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge. Provision for such facilities will be made in all future buildings. Where lunch is being served to the students, teachers shall also have the right to purchase a lunch during the lunch period serving time set by the cafeteria staff.

C. Textbooks and Supplies

The Board and the Association agree that the determination of new textbooks shall be cooperatively arrived at through joint consultation among the teachers and administrators, subject to final approval of the Board. All supplies shall be distributed to each room or homeroom on a monthly and/or on an as-needed basis.

D. Safe Working Conditions

The teachers shall not be required to work under unsafe or hazardous conditions as determined by the Association, Superintendent and Board or to perform tasks which endanger their health, safety or well-being. In the event District-wide student attendance is not required due to inclement weather, teacher attendance likewise will not be required.

Prior to the end of each school year, or immediately after the beginning of each school year, each building principal shall solicit ideas from the teachers within that building, concerning their rules of disciplinary conduct. Each building principal, with the input of the professional employees of the building, and the

teachers will be so informed of any changes. Based on the ideas solicited, the building principal will come up with an action plan to focus on.

Such discipline code shall be available for all staff and administration to review at all times. Administration and staff shall receive an inservice training on the student discipline code once per year. When a teacher submits a discipline referral to the building principal, for serious example(s) of misconduct, the principal will notify the teacher involved of the action taken to resolve the situation in writing.

Such discipline code shall be enforced by the District.

The District and the Association shall form a meet and discuss committee. The committee shall meet every nine (9) weeks to review student discipline, safe working conditions, building concerns and any other safety issues. The committee shall consist of, but not limited to, building principals, Superintendent, a representative from each of the buildings, the Association President and Association Vice President.

E. Nurses

While the presence of a nurse is not required for each building, the services of a nurse shall be scheduled for each building. The Board agrees that this staff shall be reduced only by attrition unless a substantial drop in enrollment occurs. In this event, the Board will consult with the Association.

F. Reduction in Force

1. If a reduction in force is to occur, it will be based on seniority.
2. The following provisions apply to all professional employees who may be suspended, furloughed, or demoted:

- a. Employees who are suspended, furloughed or demoted shall be given the first opportunity to substitute in their certified field at the substitute rate then prevailing in the District.
 - b. Employees who are suspended, furloughed or demoted shall be given consideration to substitute outside the area of their certification when a certified substitute cannot be secured by the District.
 - c. All recalled employees who perform substitute teaching duties for a period in excess of twenty (20) consecutive work days in vacant positions for which individuals are on approved leave of absence(s) shall be paid, retroactive to their first day of assignment, on the proper step of the salary scheduled based upon years of service and educational level. Such recalled employees shall enjoy all benefits granted to other employees working the same amount of the work day/work week. The intent of the Board is to not prevent any long-term substitute from being placed on the proper salary step in accordance with the above provisions.
3. All employees employed as of June 30, 2000, who worked or were on an approved leave of absence during the 1999-2000 school year, are protected from furlough for-the duration of this agreement. This provision shall not preclude the termination of employment of any employee for just cause or for those reasons enumerated in Section 1122 of the Public School Code. Notwithstanding any provision of this Section

F, the District shall have the right to reduce bargaining unit positions through attrition (i.e., upon the resignation, retirement, termination and/or death of a bargaining unit member).

G. Attendance Records

Teachers shall take attendance in homeroom and for each class period, record it on the District Data application and save the data. Teachers shall not be responsible for nor penalized for lack of hardware, software or training.

H. District Forms

All forms, data, attendance and assessments completed by District employees must be in the digital format application provided by the District. Teachers shall not be responsible for nor penalized for lack of hardware, software or training.

ARTICLE IX

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. Certification – Professional Employees and Substitutes

The Board agrees to follow all regulations of the State Board of Education and all applicable sections of the State Code of 1949, as amended.

B. Notification of Teaching Schedule

All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of July. In the event that schedule changes are proposed, all teachers affected shall be notified promptly and consulted.

C. Preference in Employment

All summer school and night school teaching positions shall be filled after appropriate posting as specified in Article XI, Section B of this Agreement.

D. Induction

1. The Induction program is intended to and shall serve the sole purpose of supporting the orderly process of newly hired teachers (inductees) through their first year of employment in the Sto-Rox School District.
2. The District's plan, as submitted to and approved by the Pennsylvania Department of Education, is hereby incorporated by reference.
3. Support teachers for Inductees will be selected from a pool of teachers. This pool will be created from volunteers and/or identified by the District Induction Council. The assignment selection of support teachers to Inductees will be the responsibility of the building principal in collaboration with the Superintendent.
4. There shall be one support teacher for each Inductee. No support teacher shall be assigned to more than one Inductee.
5. Materials gathered, observations made and any critiques rendered related to the Induction process of either the support teacher or the Inductee will not be a part of the teacher's final rating.
6. Hours and rate of Pay: The support teacher and the Inductee will spend a minimum of twelve (12) documented hours as directed by the District. The support teacher will be paid Twenty-five (\$25) Dollars per hour.

ARTICLE X

SALARY

A. Salary Schedule

The Parties agree to the salary schedules for years 2013-2014, 2014-2015, 2015-2016, and 2016-2017 appended hereto as Exhibit F. For the years 2017-2018, 2018-2019, 2019-2020, and 2020-2021, negotiations shall be reopened for salary and health care premium payment only, except for other matters acceptable for negotiation to both the Association and the District.

B. Method of Payment

Each employee covered by the provisions of the Agreement shall receive his/her annual salary in twenty-four (24) near equal payments, the first on the 15th and the second the last working day of each month. Any teacher or employee so desiring may, upon written request to the business office, receive his salary for June, July and August in the second pay of June. Checks shall be received before the first lunch period.

C. Salary Adjustment

1. It shall be the responsibility of the employee concerned to initiate the request for salary adjustment and to provide the School with all documents considered necessary to certify the awarding of the salary adjustment.
2. The employee concerned shall submit, in writing, a request for salary adjustment. This request shall be submitted to the Superintendent and must be accompanied by an official transcript from the college or university involved.

3. The Superintendent shall certify the eligibility of the employee. The Board shall approve the salary adjustment based upon the salary schedule practice currently in effect.
4. Computation of adjusted salary will be made effective the pay period month after credentials have been presented and certified.

D Extra Duty Pay

All extra duty pay will be by separate paycheck no later than thirty (30) days after completion of the extra duty.

E. Salary Step Placement

1. Each employee shall advance vertically along the Salary Schedule from the initial step and shall progress one (1) vertical step for each year of service. Salary step placement and the time of the annual step movement, which is not a direct reflection of seniority, shall be determined by the provisions contained in the negotiated salary schedules attached as appendices to the Agreement. An employee on unpaid leave(s) of absence shall be eligible for advancement to the next salary step upon return, provided the days worked in the employee's last work year number at least ninety-two (92) days.
2. If the closing of schools for any reason would prevent a teacher from completing the 92 work days on the scheduled beginning leave date, the teacher may revise the beginning date by notifying the Superintendent in writing.

F. Academic Reimbursements

Recognizing the need for ongoing employee growth to enhance and maintain a quality school system, after the initial twenty-four (24) credits, each professional employee shall be reimbursed up to One Hundred Ten (\$110) Dollars per credit to a maximum of Six Hundred Sixty (\$660) Dollars for obtaining up to six (6) additional credits per year under the following conditions:

1. The employee must be engaged in an accredited degreed or graduate program from an accredited university or college;
2. Pre-approval must be sought from the Superintendent or his/her designee prior to entering the class. The employee shall submit a request for approval in writing, stating a description of the course and how it is related to either the curriculum or to the graduate program for District approval;
3. The employee must receive a grade of no less than a 'B' or 'P' in a P/F course.
4. Upon course completion, the employee shall submit the necessary evidence of completion; the District shall determine the documentation required. Payment to the employee will be made by separate check in the month following acceptance of the grade documentation.

Employees who complete a degree or new certification must serve one (1) year with the District prior to resigning. The final year of the District payment will be held in escrow until the one (1) year obligation is met.

ARTICLE XI

VACANCIES -TRANSFERS

A. Request for Transfer

Request by a professional employee for a transfer to a vacant position shall be made in writing one (1) copy of which shall be filed with the Association and one (1) copy of which shall be filed with the Superintendent. The application shall set forth the applicant's reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. The Board and the Administration shall act upon such request within two (2) weeks after receipt thereof. The criteria for adjudging these requests shall include the teacher's seniority, qualifications, availability of position requested, the recommendation for transfer by the Administration, and not on an improvement plan. When an employee is hired, that employee must remain in his/her position for a period of three (3) years or until that temporary employee is granted tenure.

B. Posting of Vacancies

1. Whenever a vacancy arises or is anticipated, the Superintendent shall promptly post notice of same for no less than two (2) weeks before the position is filled and notify the Association. Any new positions shall be posted with accompanying job description, qualification and salary. Time limits may be altered after consultation with the Association.
2. During the summer, the Superintendent shall send postings of all available positions through district e-mail and posted on the District Website. These positions may not be filled until two (2) weeks after the

respective postings are sent. Vacancies arising after August 15 shall be posted in accordance with paragraph B-1 above.

C. Involuntary Transfers

- 1. Definition:** An unrequested change of employee's assignment.
- 2. Volunteer:** The District will first seek volunteers when it intends to fill a vacant position by involuntary transfers.
- 3. Seniority:** If an involuntary transfer becomes necessary, the least senior certified employee shall be the employee involuntarily transferred.
- 4. Procedure:** No involuntary transfer of any employee shall be made by the Board without consultation with the person being transferred, an Association representative, and the Superintendent or his designee. The reasons for the transfer shall be stated in writing at the consultation meeting. No grievance may be filed under this section on other than procedural grounds.

ARTICLE XII

EMPLOYEE EVALUATION

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performance of a professional or temporary professional employee shall be conducted openly and with persons authorized to do so with full knowledge of the employee.

Walkthroughs may be conducted at any time of the school year or school day. Formal observations shall not be conducted during the first or last five (5) working days.

A standard evaluation procedure involving formal classroom observation shall be conducted for all staff. Likewise, informal walkthroughs will also be used to generally assess the overall teaching and learning in the classroom. All areas of the evaluation shall be considered in forming an overall final evaluation.

A professional learning community shall be initiated by September 1, 2011 to explore a mutually agreed upon evaluation system. The district will adhere to the 426, 427, 428 or the forms developed by the Commonwealth of Pennsylvania for summative and formative evaluations.

2. Evaluation by Authorized Personnel

Professional and temporary professional employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended. Any evaluation or rating forms or any criteria other

than those required by the Department of Education shall be made known to the Association and with Association consultation.

3. Copies of Evaluation

An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it or within five (5) days after the evaluation took place. Upon mutual agreement by the Association and the District, an extension may be granted to receive the report and conference. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee if the employee desires such a conference. The employee must request such conference within five (5) school days after receipt of the report.

B. Personnel File

1. Contents Available

An employee shall have the right, upon request, to review the contents of his/her personnel file at any agreeable time with the authorization of the Superintendent or his designee. Said employee shall have the right to view all items contained therein except pre-employment information, recommendations and/or recommendations or responses to reference requests.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall also have

the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

C. Notification of Complaints

Any complaints regarding an employee made to any member of the Administration by any parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and his/her counsel at any meetings or conferences regarding such complaint.

D. Communication

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

1. Report Issued

Such reports shall be issued in the name of the appropriate supervisor based upon a compilation of reports and observations.

2. Report Addressed

Such reports shall be addressed to the employee.

3. Contents of Report

Such reports shall be written in narrative form and shall include, when pertinent:

- a. Strengths of the employee as evidenced during the period since the previous report.
- b. Weakness of the employee as evidenced during the period since the previous report.
- c. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- d. A duplicate form of the report for the teacher and main office.

ARTICLE XIII

TEACHER-ADMINISTRATION LIAISON

A. Meetings with Building Principal

The Building Representative shall meet with the building principal at least once a month for the duration of the school year to review and discuss local school problems and practices.

B. Meetings with Superintendent

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

ARTICLE XIV

ABSENCES AND LEAVES

A. Paid Leaves of Absence

1. Personal/Emergency

Each employee will be credited with three (3) personal or, emergency, days per year. The unused portion of these personal days will be added to the teacher's accumulated sick leave at the end of each school year. Employees shall not be required to state the reason for taking such leave if one (1) day's written notice is given to the Principal or Head Teacher. If an employee finds it necessary to use an emergency day where prior notice cannot be given, the employee shall specify the nature of the emergency in writing upon his return.

Personal Day - Employees must use a full day personal day when they choose to exercise their use of this benefit.

2. Death

- a. Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of three school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-

law or near relative who resides in the same household, or any person with whom the employee has made his/her home.

- b. Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

3. Legal

A professional employee called for jury duty or subpoenaed to give testimony as a witness, or required to testify as a named defendant before any judicial or administrative body, shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

4. Sick Leave

- a. On the opening day of the school year, each employee shall be credited with ten (10) days sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation. Employees shall be given a written account of accumulated sick leave days no later than September 25 of each school year.

- b. Sick leave days may be used only in whole day increments except that an employee may utilize four (4) one-half (1/2) sick leave days per year. Half sick days may only be used for appointments, and twenty-four (24) hour notice to the District is required for use of a half sick day. Any half sick day must be used at either the start or end of the work day. At the secondary level, a half sick day shall be no more than three (3) class periods. At the elementary level, a half sick day shall be no more than 3.5 hours.

5. Sabbatical Leave

Sabbatical leave will be granted in accordance with the applicable provisions of the Public School Code of 1949, as amended.

6. Donated Sick Days

- a. In the event a professional or temporary professional employee or a member of his/her immediate family is stricken with a serious illness/injury and would qualify under the FMLA, that employee may request other professional and temporary professional employees donate sick days to him/her. Such employee must have already exhausted all of his/her own sick days.
- b. The request shall be in writing. Included in this request will be the number of sick days the requesting professional/temporary professional employee has remaining as of the date of the request. One copy will be given to the District and one copy will be given to the Association.

- c. Upon receipt of a written request for the donation of sick days, a designee of the District and the Association shall solicit sick days from the professional and temporary professional employees. The designees shall provide each other with signed documentation of the names of people willing to donate days, and the number of days the person is willing to donate. The donation of sick days will be held in the strictest of confidence so as not to have any repercussions occur to any professional or temporary professional employee, the Association, and the District.
- d. The donation of sick days will be between professional and temporary professional employees only.
- e. Both the Association and the District shall be held harmless should any professional or temporary professional employee be dissatisfied with the number of days he/she receives.
- f. The maximum number of donated days for an individual employee shall be the number of work days in the school year. Any teacher may request donated days only twice per year.
- h. Any individual teacher may not donate more than 45 days per request.
- i. A professional or temporary employee may only receive a maximum of 190 donated days for every 2 years.

B. Unpaid Leaves of Absence

1. Extended Leave

- a. An employee may make application for an extended leave of absence. The Board, at its discretion, may grant such leave for a maximum of one (1) year.
- b. All benefits to which an employee was entitled at the time of his/her leave of absence will be restored to him/ her upon his/her return.
- c. Any request for extension of such leave shall be made in writing to the Board four (4) weeks prior to the termination of the initial leave. The Board may grant or deny such request at its discretion.

2. Military Leave

The Board will grant such leaves in accordance with the provision of the Public School Code of 1949, as amended.

3. Maternity Leave

Female employees of the Sto-Rox School District shall be provided maternity leave of up to twelve (12) months duration, subject to the following provisions:

- a. The employee shall submit a written request for maternity leave not later than the fifth (5th) month of pregnancy.
- b. The employee, in consultation with her physician, shall select the starting date for her maternity leave. The employee shall notify the Administration at least thirty (30) days in advance of the starting date of her maternity leave, accompanied by her

physician's certification of pregnancy. This thirty (30) day notice shall be waived in the event that the employee's physician certifies that the maternity leave must begin sooner for reasons of health.

- c. The employee shall have the right to select the date on which she shall return to work as long as the return date is within twelve (12) months of the starting date of her maternity leave. Before returning to work, however, the employee must give the Administration at least thirty (30) days' notice to make necessary personnel adjustments and present a certification from her physician that she is able to assume her duties.
- d. Upon returning to work, the District shall offer her the same position held prior to her leave or a substantially equivalent position.
- e. While on maternity leave, the employee shall be entitled to use any or all of her accumulated sick leave. This sick leave shall be available as soon as the employee's physician certifies that this disability is caused by or contributed to by pregnancy.
- f. If the employee's accumulated sick leave expires during the maternity leave, she shall be entitled to continue any or all negotiated fringe benefits by remitting the costs for these benefits to the School District.
- g. If the District disagrees with the employee's physician's certification of either the beginning date or the ending date for

maternity leave, the District shall supply a list of three (3) OB-Gyns from which the employee shall select one by whom to be examined. The employee shall submit to such examination and the certification of that OB-Gyn shall be controlling as to the beginning date or ending date of maternity leave. All costs for this examination shall be paid by the School District.

ARTICLE XV

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

The parties mutually recognize the value and need for a discipline policy to be formulated and promulgated by the School Board. The parties further recognize the fact that this discipline policy needs to be reviewed and revised from time to time and new forms and procedures utilized. The Board and Association have agreed that the Principal of each unit, and such other administrative personnel as he/she may require, and teacher representative designated by the Association shall constitute a Building Discipline Committee for each unit.

The committee shall prepare guidelines and a general explanation of a student behavior in the unit. Responsibilities for implementation of these rules and regulations shall be included in the explanation. Arrangements shall be made for securing parental and student comments and suggestions on such guidelines before forwarding same to the Board. The Association and its members agree to fully cooperate with the Board in the implementation of all discipline policies, procedures and guidelines.

In the event that particular guidelines are not acceptable to the Board, they shall be returned to the Committee with recommendation for changes. The Committee shall

then consider such recommendations and draft such amendments as may be necessary to obtain prompt Board Approval. When approved by the Board, students and parents shall be informed of the finalized guidelines for each unit.

These Committees shall be of a continuous nature and meet at the request of the Committee Chairman or a Building Principal to discuss and/or update any previously set policy or to suggest guidelines for additional policies to meet the needs of the educational community. They shall prepare a bi-annual report to the Board.

ARTICLE XVI

PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

Employees shall be entitled to full rights of citizenship, and the religious or political activities of any employee or the lack thereof shall not be grounds for any discipline or discrimination with respect to the professional employment of such teacher providing said activities do not violate any local, state or federal law.

B. Personal Opinion

In performing their teaching functions, employees shall be permitted to express their personal opinions on all matters relevant to the course content provided, however, that when they do so, they shall make every effort to indicate that they are speaking personally and not on behalf of the school, it's Administration, or the Board. The teachers shall make every attempt to inform students that there are other opinions and present them.

ARTICLE XVII

MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act 195.

B. Fair Share

1. Each nonmember of the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.
2. The School District and the Association agree to comply with all the provisions of said law.
3. The Association agrees to extend to all nonmembers the opportunity to join the Association.
4. The Association agrees to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.

ARTICLE XVIII

MEMBERSHIP DUES DEDUCTION

A. Deduction from Salary

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

1. Equal Monthly Installment

Deductions referred to in paragraph A will be made in as nearly equal monthly installments as practicable during the year.

2. Indemnification

The Association agrees to defend, indemnify and hold harmless the Board in connection with any cost or litigation arising out of any actions taken at Association request pursuant to these sections of the Agreement.

B. List Supplied to Board

No later than September 15 of each year, the Sto-Rox Education Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association in paragraph A above.

C. Authorization Cards

The Board will honor such authorization cards pursuant to the maintenance of membership agreement. (Sample Authorization Card follows:)

PAYROLL DEDUCTION OF DUES AUTHORIZATION

THIS IS TO AUTHORIZE EQUAL DEDUCTIONS FROM MY PAY FOR PROFESSIONAL DUES FOR

_____ (print your name as it appears on your paycheck)

This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the exhaustion of the collective bargaining agreement in effect on this date.

Do you have life membership in PSEA? _____

Do you have life membership in NEA? _____

_____ Date

_____ Signature

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. 1. Maintenance of Standards

All conditions of employment, including teaching hours, extra compensation for duties outside regular teaching hours, relief periods, leaves and general teaching conditions shall be maintained at not less than the highest minimum standard in effect at the time this Agreement is signed, provided that such conditions shall be improved for the benefit of teachers as required by the express provisions of this Agreement.

2. No Alteration or Increase in Duties

The duties of any teacher or the responsibilities of any position in the negotiating unit will not be substantially altered or increased without prior

negotiation with the Association unless specifically provided elsewhere in this Agreement.

B. Separability

This Agreement is subject in all respects to the law of the Commonwealth of 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 held to be 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 provisions of this Agreement shall continue in effect and the parties shall meet within thirty (30) days to negotiate a substitute provision. The Board reserves all rights and powers conferred upon it by the Constitution and laws of the Commonwealth of Pennsylvania and of the United States, except as limited by this Agreement.

C. Compliance Between Individuals Contract and Master Agreement

All teachers shall be subject to uniform application of Board Policy and the applicable terms of this Agreement.

D. Printing Agreement

Copies of this Agreement shall be printed at the shared expense of the Board and the Association after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

E. No Strike Clause

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 other persons covered by this Agreement.

F. Long-Term Substitutes

1. Long-term substitutes, who are not recalled professional employees, will be paid on the first step of the salary scale taking into consideration degrees and credits obtained.
2. Long-term substitutes, as defined above, will receive the benefits provided for in Appendix B, Section A, paragraphs 1, 2 and 3.
3. Long-term substitutes will be entitled to ten (10) sick days per year, non-cumulative. The ten (10) sick leave days per year shall be earned at the rate of one (1) day for each month of the school year September through June. In the event sick leave days are used prior to their being earned and the employee fails to earn paid sick leave days during the balance of the school year, then the District shall have the right to deduct from any monies due the employee the cost for any sick leave days paid that were not earned in accordance with this paragraph. This paragraph is not intended to restrict the use of sick leave days prior to their being earned, but only requires reimbursement to the District in the event more days are used than are earned during any given year. Proration shall occur only where the failure to earn sick leave is the result of termination of employment.

4. Long-term substitutes will receive bereavement leave as provided by the contract.
5. Long-term substitute teachers shall be entitled to institute grievances as part of the bargaining unit as provided in the contract.
6. No other benefits shall be provided.

G. Dress Code

Teachers will conduct themselves in a manner befitting professionals and will expect the Board and Administration to treat them in a like manner.

Teachers will be guided by good taste and judgment in both dress and actions involved with their duties within the school. Examples of dress that are not in good taste are jeans, T-shirts, sweatshirts and beach sandals without socks. The Board shall hold harmless the SREA, its officers, agents and affiliates from any damages that may arise from the existence of implementation of the above.

H. The Teacher as a Professional

The professional or temporary employee shall exemplify professionalism at all times by promoting the higher good of the school district and its students, by volunteering to participate in professional learning communities, and by seeking continuous improvement on a regular basis. However, this section shall not be used for disciplinary purposes. The District will issue a report of findings from the professional learning communities for the professional staff.

I. IEP Meetings

When a teacher is required by administration to participate in a conference, review, evaluation, re-evaluation, or any meeting resulting in the need to fulfill the provisions of IDEA Part 300, PA Chapter 14 Regulations,

Section 504 of the Rehabilitation Act of 1973 or their successors, and other appropriate state and federal regulations and standards, such meeting shall be scheduled during the regular work day and work year if possible. If such a meeting occurs during preparation time, then the teacher will be compensated as identified in Appendix C. If such time cannot be found within the regular work day, then the teacher shall be compensated for all additional time spent beyond the regular work day based on the IEP hourly rate for participation in such conference, review, evaluation, or meeting identified in Appendix C. Any Such Conference, review, evaluation, or meeting not held during the regular school day shall take place at a mutually agreed upon time as soon as possible after the regular work day. The IEP writing rate will be paid as set forth in Appendix C of this agreement.

ARTICLE XX

BENEFITS OF CONTRACT CLAUSE

It is the intent of the parties that the professional employees in the bargaining unit represented by the Association are in any event to receive the full value of this settlement.

Should law or any executive order operate to delay or deny the employees receiving the full value of this settlement, the parties shall, when it is legally permissible, mutually agree upon supplemental or substitute salary benefits or other provisions, so that the employees in all events will receive the full value of said settlement. In the event that the parties are unable to agree on said supplemental items, the dispute shall be immediately referred to an impartial arbitrator mutually appointed by the parties, or if

the parties are unable to agree on an arbitrator, an arbitrator appointed under the regulations and through the offices of the American Arbitration Association. Said impartial arbitrator shall have the authority to determine and award such supplemental wage or fringe benefit provision as will provide the full value and equivalent worth of any provision of this settlement whose implementation may be delayed or denied.

ARTICLE XXI

DURATION OF AGREEMENT

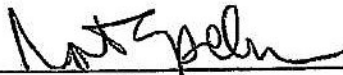
A. Effective Date

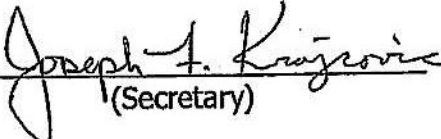
This Agreement shall be effective as of July 31, 2013 and shall continue in effect until June 30, 2021 (date of expiration), subject to the Association's right to negotiation over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Signing

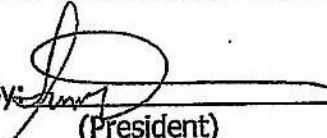
In witness whereof, the parties hereto have cause this Agreement to be signed by their respective presidents, attested by the respective secretaries and their corporate seals to be placed hereon all on the day and year first above written.

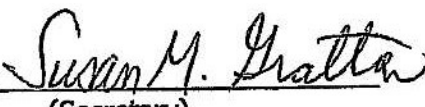
STO-ROX EDUCATION ASSOCIATION

By: 
(President)

By: 
(Secretary)

STO-ROX SCHOOL DISTRICT

By: 
(President)

By: 
(Secretary)

APPENDIX A

STO-ROX SCHOOL DISTRICT GRIEVANCE FORM

Grievant's name: _____ Grievance No: _____

Building: _____ Assignment: _____ Date Filed: _____

LEVEL I - Principal or Immediate Supervisor

Date Event Occurred: _____ Section(s) of Contract Violated: _____

Describe the action which violates the Agreement: _____

Relief Sought: _____

Signature

Date

Response by Principal: _____

Signature

Date:

LEVEL II: Superintendent Level

Date received by Administration: _____ Conference Date: _____

Response: _____

Signature

Date

Date received by Grievant: _____ Signature: _____

LEVEL III: Board Level

Date received by Board: _____ Conference Date: _____

Response: _____

Signature

Date

Date received by Grievant: _____ Signature: _____

APPENDIX B

INSURANCE

A. 1. Health Care Insurance

During the 2013-2014, 2014-2015, and 2015-2016 school years, the District shall provide the Standard Health Insurance Plan of the Allegheny County Schools Consortium and assume the premium cost minus the monthly employee premium contribution as provided in the following chart:

	Single coverage/month	All other coverages/month
2013-2014	\$65	\$130
2014-2015	\$65	\$130
2015-2016	\$65	\$130

Beginning with the 2016-2017 school year, the District shall offer employees a choice of the PPO or EPO Health Insurance Plans offered by the Allegheny County School Health Insurance Consortium and assume the premium cost minus the monthly employee premium contribution as provided in the following chart:

	Single coverage/month	All other coverages/month
PPO		
2016-2017	\$65	\$130
EPO		
2016-2017	\$40	\$80

For the years 2017-2018, 2018-2019, 2019-2020, and 2020-2021, negotiations shall be reopened for salary and health care premium payment only, except for other matters acceptable for negotiation to both the Association and the District.

Open Enrollment shall be held once each school year. If any employee opts out of the District Health plan, the District will pay the employee Two Thousand (\$2,000) dollars for opting out of single coverage or Four Thousand Five Hundred (\$4,500) dollars for opting out of other coverages. If during any year forty (40) professional employees opt out of the District Health Plan, the District will pay the opting out teacher Two Thousand Five Hundred (\$2,500) dollars for single or Five Thousand Five Hundred (\$5,500) dollars for other coverages.

The health insurance coverage provided herein shall be coordinated and not duplicated such that covered occurrences shall be indemnified only once. Similarly, insurance coverage for dependents, if any, will be included within either employee's elected insurances plan, but shall not be included in coverage under both parties.

2. Dental Care Insurance

During the term of this Agreement, the Board shall provide dental care insurance under the Standard Dental Insurance Plan of the Allegheny County Schools. The Board shall continue to pay the full cost of this plan for the employee. The Board shall pay the full cost of this plan for the employee and family coverage.

3. Vision Care Insurance

During the term of this Agreement, the Board shall provide eye examination and refraction insurance as provided by the Standard Vision

Insurance Plan of the Allegheny County Schools. The Board shall pay the full cost of this plan for the employee and family coverage.

B. Income Protection

During the term of this Agreement, the Board shall provide Ten Dollars (\$10.00) per month per employee for income protection insurance -- first (1st) day accident--fifteenth (15th) day sickness. The employee shall have the option to purchase through payroll deduction additional coverage available from the carrier.

C. Life Insurance

During the term, of this Agreement, the Board shall provide for each employee a Thirty-five Thousand Dollar (\$35,000.00) term life insurance policy. The Board shall pay the full premium for each member of the bargaining unit. Employees may purchase, at their own expense, an additional death benefit in the similar amount of Thirty-five Thousand Dollars (\$35,000) through the District's carrier,

D. Severance Pay

Upon retirement under the PSERS system, an employee will receive Thirty-five Dollars (\$35.00) for each unused sick day they have accumulated. Any member of the bargaining unit who dies while in service shall have the monies paid in this section to his estate for each day of accumulated sick leave.

E. Mileage

Teachers who must travel shall be given travel time in addition to lunch and planning periods. If they use their own vehicle, they shall be reimbursed at the rate authorized by the Internal Revenue Service.

F. Retirement Clause

1. Upon reaching thirty-five (35) years of service, an employee must retire in order to receive single coverage health care benefits until said employee reaches sixty-five (65) years of age. The retiree can purchase other coverages at his/her own expense from the District. Said employee shall remit to the Board; 30 days before the payment due date, the monthly premium cost for each school year. Further, said employee shall remit additional premiums required due to rate increases within 10 days after receipt of notice from the District. Failure to make any of the aforementioned payments timely shall relieve the Board of any further responsibility or liability to said employee. It is specifically understood that the Board under no circumstances whatsoever shall be responsible for the payment of any premium or additional premiums on behalf of the employee.

2. Any employee retiring between the ages of sixty (60) and sixty-four with less than thirty-five (35) years of service shall receive single coverage health care benefits until he/she reaches the age of sixty-five (65). The retiree may purchase other coverages from the District at the employee's own expense.

G. Indemnification

The Association agrees to defend, indemnify and hold harmless the Board in connection with any cost, or litigation arising out of or in connection with any actions pursuant to this section.

APPENDIX C
EXTRA DUTY

1. If any new extra duty position is added during the term of this Agreement, the Board and the Association will meet to negotiate the rate of pay for such position prior to staffing of the position.
2. Except in the circumstances listed below, extra duty positions shall be filled by the Board.

If no bargaining unit members apply other than the member or members who held the position(s) in any of the previous years when they were declared open, the Board may then fill the position from non-bargaining unit personnel.
3. Employees may hold more than one (1) extra duty position providing the holding of said positions does not create a schedule conflict that would prevent the employee from carrying out his/her responsibilities to the student participants' in the activity.

4. Extra Duty Pay

The already agreed upon figures for 2011-2012 will remain unchanged for the duration of this Agreement.

ADVISORS	
School Newspaper (2 ea)	\$1,288
Student Council	\$1,344
Senior Class Play	\$1,721
Yearbook Advisor	\$3,276
BAND-BAND CAMP	
Concert Band	\$2,739.50
Marching Band Camp	\$2,739.50
Ass't Band Camp	\$1,721
CHORUS – Sr. High	
EXTRA ACTIVITIES	\$968
HEAD TEACHER 2016-2017	\$3,222
HEAD TEACHER 2017-2021	\$3,921
DEAN OF STUDENTS 2016-2017	\$3,222
DEAN OF STUDENTS 2017-2021	\$3,921
IEP Writing	\$25 an hour
Homebound	\$25 an hour
Tutoring	\$25 an hour
Tutoring Coach	\$25 an hour
SPONSORS	
Future Business Leaders	\$858
Sr. High Chess Club	\$914
Spell Bee Jr. High	\$1,076
Prom Committee (2ea)	\$1,022
Nat'l Honor Society	\$1,288
Safety Patrol – Elem	\$968

5. Band position(s)

- A. The former position of Senior High Band shall be Concert Band.
- B. The former position Senior High Band Camp shall be Marching Band.
- C. The position of Assistant Band Camp shall remain unchanged.

APPENDIX D

INSTRUCTIONAL AND PROFESSIONAL DEVELOPMENT COUNCIL

The Association and the Board agree to establish, as soon as possible after signing this Agreement, an In-Service Council. Said Council shall be charged with obtaining approval of In-Service Education Programs, dated October 1, 1972, and published by the Commonwealth of Pennsylvania, Department of Education, Bureau of Academic Services, Division of Teacher Education. The Board shall provide the necessary room and janitorial services. A copy of said Guidelines shall be considered a part hereof. In the event that these Guidelines shall be amended during the term of this Agreement, such amendments shall automatically be made a part of this Agreement.

APPENDIX E

MEMORANDUM OF INTENT

Association President Release

The President of the Sto-Rox Education Association shall be permitted released time within the student day as the exigencies of circumstances demand. These exigencies may include (but not be limited to) meeting with the Superintendent on personnel matters or meeting with a building administrator to discuss a working condition peculiar to that building which is affecting employees.

The release of the President shall be at his/her discretion and contingent upon the availability of the specific administrator with whom the President must meet.

The President shall be responsible for the supervision of any students within his/her charge during the period of time any such meeting may occur. If a teacher must lose a planning period to assist in the execution of this Agreement, he or she shall be compensated at the agreed to contractual rate for loss of a plan/preparation period.

This Agreement shall be rescinded only by mutual agreement of the Superintendent and the Association President.

The parties agree to honor the plain meaning of Appendix E without reference to prior interpretations or applications of the same.

APPENDIX F
PROFESSIONAL SALARY SCHEDULE

Sto-Rox

2013-2014, 2014-2015, 2015-2016

For the years listed above, there will be no step movement on the salary schedule. Each employee will remain at the same step level for each of the years above.

Steps	Bachelor	Masters	M +30	M+60
1/2	40,150	40,650	41,150	41,650
3	41,720	42,220	42,720	43,220
4	44,060	44,560	45,060	45,560
5	46,410	46,910	47,410	47,910
6	48,750	49,250	49,750	50,250
7	51,100	51,600	52,100	52,600
8	53,440	53,940	54,440	54,940
9	55,790	56,290	56,790	57,290
10	58,140	58,640	59,140	59,640
11	60,480	60,980	61,480	61,980
12	62,830	63,330	63,830	64,330
13	65,170	65,670	66,170	66,670
14	67,520	68,020	68,520	69,020
15	69,860	70,360	70,860	71,360
16	72,210	72,710	73,210	73,710
17	74,550	75,050	75,550	76,050
18	77,680	78,180	78,680	79,180
19	79,680	80,180	80,680	81,180

APPENDIX F
PROFESSIONAL SALARY SCHEDULE

Sto-Rox
2016-2017

For the year listed above each employee will move one step on the salary schedule.

STO-ROX 2016-2017

Step	Bachelors	Masters	M+30	M+60
1	40,150	40,650	41,150	41,650
2	41,720	42,220	42,720	43,220
3	44,060	44,560	45,060	45,560
4	46,410	46,910	47,410	47,910
5	48,750	49,250	49,750	50,250
6	51,100	51,600	52,100	52,600
7	53,440	53,940	54,440	54,940
8	55,790	56,290	56,790	57,290
9	58,140	58,640	59,140	59,640
10	60,480	60,980	61,480	61,980
11	62,830	63,330	63,830	64,330
12	65,170	65,670	66,170	66,670
13	67,520	68,020	68,520	69,020
14	69,860	70,360	70,860	71,360
15	72,210	72,710	73,210	73,710
16	74,550	75,050	75,550	76,050
17	77,680	78,180	78,680	79,180
18	81,180	81,680	82,180	82,680

**APPENDIX G
STO-ROX SCHOOL DISTRICT
RETIREMENT PROGRAM
(SR-RP)**

1. Employees eligible for the Retirement Program are professional employees who are at least 55 years of age and who have at least 25 years of service in the Sto-Rox School District and who have not as of the date of this Agreement retired from the District or otherwise left the employ of the District.
2. To receive the benefits of this program, an eligible employee must submit an irrevocable letter (in a form acceptable to the District) of retirement by November 30, 2007, specifying a retirement date not later than June 30, 2010. An eligible employee must retire by the end of the 2009-2010 School Year (June 30, 2010) to receive the benefits of this program. Employees who have retired or submitted retirement dates effective prior to the 2007-2008 School Year are not eligible for this program.
3. A minimum of 10 eligible employees must submit an irrevocable retirement date by November 30, 2007. If a minimum of 10 eligible employees do not submit irrevocable letters of retirement, including specific retirement dates, by November 30, 2007 the program is cancelled and terminated. A minimum of 10 eligible employees must retire under the terms of the program by the end of the 2009-2010 School Year for eligible employees to receive the benefits described in ¶4, or the program is amended as provided in ¶5.
4. If a minimum of 10 eligible employees submit irrevocable letters of retirement, including specific retirement dates, by November 30, 2007 and comply with all other requirements of this program, including, retirement by June 30, 2010, the District shall pay for the employee, the annual premium for health insurance in

effect from time to time for current employees of the District, not to exceed \$10,000.00 annually, until the employee is eligible for Medicare, but not later than age 65. The eligible employee shall receive the same level of coverage in effect at the time of retirement, subject to any change in the status of those who were the eligible employee's dependents at the time of retirement. The parties agree that the District's maximum payment in any year for an eligible employee cannot exceed \$10,000 and that an employee may have fewer dependents, but not more dependents during eligibility for the payment of health insurance premium.

5. If 10 eligible employees do not retire by June 30, 2010, the maximum \$10,000 annual premium payment shall be reduced to an amount not to exceed \$7,000 annually. The parties expressly agree that in the event the annual premium maximum is reduced, the District may recover any payments in excess of \$7,000 for eligible employees who retired prior to June 30, 2010 by reductions of future premium payments, prorated over the remainder of the employee's eligibility for benefits.
6. All former Sto-Rox employees covered by healthcare insurance pursuant to this agreement or its predecessor shall be required to pay the full PSERS reimbursable rate (currently \$100.00 per month) to the School District as a condition of continuation in the plan.
7. Any eligible employee who retires under this RP or its predecessor may, at his/her full expense, elect to purchase vision and/or dental insurance and/or life insurance coverage during the period of eligibility of insurance benefits hereunder.