

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
STEEL VALLEY EDUCATION ASSOCIATION
AND THE
BOARD OF SCHOOL DIRECTORS
OF THE
STEEL VALLEY SCHOOL DISTRICT

Duration:

For the School Years

2014-2015

2015-2016

2016-2017

2017-2018

2018-2019

TABLE OF CONTENTS

ARTICLE	PAGE
Preamble	1
I Recognition & Definition	2
II Negotiation of a Successor Agreement.....	3
III Grievance Procedure.....	4
IV Rights of Professional Employees	8
V Job Security	10
VI Rights of the Association.....	15
VII Employee Work Year	17
VIII Teaching Hours & Conditions	18
IX Professional Qualifications and Assignments	25
X Vacancies--Transfers	27
XI Employee Evaluation	29
XII Sick Leave	30
XIII Temporary Leaves of Absence	31
XIV Unpaid Leaves of Absence	34
XV Sabbatical Leave	38
XVI Employment of Substitutes.....	40
XVII Vandalism & Personal Injury Reimbursement	42
XVIII Maintenance of Classroom Control and Discipline	43
XIX Personal & Academic Freedom	44
XX Jury & Witness Duty	45
XXI Maintenance of Membership and Membership Dues Deduction	46
XXII Departmentalization.....	48
XXIII Miscellaneous Provisions	50
XXIV Travel Expenses & Insurance	54
XXV Professional Compensation	56
XXVI Insurance Protection	58
XXVII Extra Pay for Extra Duty	63
XXVIII Retirement Incentive Program	64
XXIX Fair Share	67
XXX Signature	68
Appendix "A" Salary Scales	69
Appendix "B" Supplemental Contracts 2014-2019	72

PREAMBLE

This agreement entered into this March 12, 2015 by and between the Board of Directors of the Steel Valley School District, Allegheny County, Pennsylvania (hereinafter called the "Board") and the Steel Valley Education Association (hereinafter called the "Association").

WITNESSETH:

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

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

ARTICLE I Recognition and Definition

A. Recognition

1. The Steel Valley School District Board of Education recognizes the Steel Valley Education Association as the exclusive representative for collective bargaining for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is attached hereto and made a part hereof, as full as though the same were set forth herein in length. Any use hereafter of the terms "teacher" or "professional employee" in this contract shall include all members of the bargaining unit.
2. Long Term Substitutes--Anyone who works over ninety (90) consecutive work days in one (1) position for a person on leave will become a member of the Unit and be compensated at a minimum of the first step salary on the salary schedule and as provided elsewhere in this Agreement.

B. Definitions

For the purpose of this Agreement, the following words shall have the meanings set forth below:

1. Association--Steel Valley Education Association, which is an "employee organization" as defined in Section 301 (3) of Act 195.
2. Board--The Board of Directors of the Steel Valley School District which is a Public Employer defined in Section 301 (1) of Act 195 or the administrative designees of the Board of Directors of the Steel Valley School District.
3. Employee--An individual employed by the Board in a professional position in the unit defined below.
4. Employer--The Board of Directors of the Steel Valley School District and/or the supervisory and administrative staff.
5. Unit--A group of Board employees comprised of classroom teachers, reading specialists, librarians, counselors, nurses, Dean of students, academic coaches, and athletic director and excluding all non-professional employees, supervisors, first level supervisors and confidential employees as defined in the Act.
6. Shall--means a mandatory provision.
7. May--means a discretionary provision.

ARTICLE II Negotiation of a Successor Agreement
--

A. Deadline Date

The parties agree to begin collective bargaining over a Successor Agreement on or about January 10, 2019. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

B. Modification

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

C. Termination Date

This contract will terminate at 11:59 p.m. of the day before the first scheduled day of the 2019-2020 school year.

ARTICLE III Grievance Procedure
--

A. Definitions

1. Grievance--A grievance is hereby defined as a complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of any provision of this Agreement.
2. Aggrieved Person--An aggrieved person is the person or persons making the complaint.
3. Party in Interest--A "party in interest" is the person or persons making the complaint or against whom action might be taken in order to resolve 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 from the alleged violation, misinterpretation or misapplication of this Agreement. Both parties agree that every effort will be made to keep these proceedings 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 should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement of the parties set forth in writing. No grievance shall be filed later than the (5) working days after the alleged grievance occurred. Failure to comply with the stated time limit, in this Article, will result in the termination of said grievance. The decision of the last completed level shall prevail.
2. Year End Grievances--In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure 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 a party in interest the time limits set forth

- herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable. If during the pendency of a grievance the teacher is no longer an employee of the district, the grievance shall be dismissed at the discretion of the Association.
3. Level One--Principal or Immediate Superior--An employee with a grievance shall within five (5) working days of its alleged occurrence first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, at the grievant's option, with the objective of resolving the matter informally.
 4. Level Two--Superintendent--If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) working days after the decision at Level One or five (5) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools or his designee.
 5. Level Three -- School Board --If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days after the grievance was delivered to the Superintendent or his designee, he may, within five (5) working days after a decision by the Superintendent or his designee, or five (5) working days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, refer it to the School Board.
 6. Level Four--Arbitration
 - a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within five (5) working days after the grievance was delivered to the School Board, he may, within five (5) working days after a decision by the School Board or five (5) working days after grievance was delivered to the School Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration within five (5) working days after receipt of a request by the aggrieved person.

- b. Within five (5) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period of five (5) working days, a request for a list of arbitrators shall be made by the Pennsylvania Bureau of Mediation for the selection of an arbitrator.
- c. The Arbitrator shall be selected in accordance with Section 903 sub-section (1) of Act 195.
- d. All costs for the services of the arbitrator will be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- e. The arbitrator is hereby authorized only to clarify and interpret the express terms, provisions or clauses of this Agreement.

D. Rights of the Teacher to Representation

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. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

- 1. Group Grievance--If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievances, in writing, signed by all individual grievants, to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance even though some of the aggrieved persons do not wish to do so.
- 2. Written Decisions--Decisions rendered at Level One which are unsatisfactory to the aggrieved person shall be in writing at the discretion of the building principal in the space provided on the grievance form. All decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing, shall set forth

- the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.
3. Separate Group Grievance File--All documents, communications and records dealing with the processing of a group grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
 4. Forms--Forms for preparing and disposing of grievances shall be prepared jointly by the Superintendent or his designee and the Association and given appropriate distribution.
 5. Meetings and Hearings--All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest, witnesses and their designated or selected representatives, heretofore referred to in this Article. Such meetings or hearings will be scheduled mutually by the Superintendent or his Designee and the Association president or his Designee.

ARTICLE IV Rights of Professional Employees
--

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict any professional employee such rights as he 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 Employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the adopted grievance procedure.

C. Required Meetings or Hearings

1. Whenever any 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 office, position or employment or the salary or any increments pertaining thereto, then he shall be given twenty-four (24) hours prior notice of the reasons for such meeting or interview and shall be entitled to have a meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him and represent him during such meeting or interview.
2. Any accrued or deferred earnings will be paid to an Employee who is suspended pending charges. Such earnings will be paid at the next following regular pay period.

D. Personnel File

An employee shall have the right, upon written request, to review the contents of his personnel file, and to receive one (1) copy once of any document contained therein, except confidential information which

shall include confidential college placement records, personal references, and all other material received or dispatched for pre-employment or post-employment evaluations. Employees shall have the right to submit written commentary and such commentary will be attached to the appropriate material.

E. 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 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/or by a person or persons of his own choice and/or his counsel at any meetings or conferences regarding such complaint.

ARTICLE V Job Security

- A. **Seniority shall be used** *only for suspension purposes* as set forth herein and shall mean the relative status of employees with respect to the total length of service with the Employer from the first day of work since the last break in seniority and employment. Seniority shall continue to accrue for the purpose of computing seniority for suspension purposes during suspensions and approved leaves of absence, whether taken before or after the effective day of the Agreement. An employee who works more than the normal school year shall not accumulate more seniority than the employee who works the normal school year. An employee working less than full time in a temporary professional or professional or long-term substitute position shall accrue seniority on a pro-rata basis. Two separate seniority lists shall be maintained for (1) temporary professionals and professional employees and (2) long-term substitutes. The employees on list (1) who have been suspended have the right to bump similarly certificated employees on list two (2) regardless of the seniority of the employee on list two (2). If two (2) or more employees have the same first day of work since the last break in seniority and employment, their order on the seniority list shall be determined by lottery.
- B. **The Employer shall post** a Seniority List annually by February 1 of each year covered by the Agreement which will reflect changes in certification areas, breaks in seniority or employment and new hires. Said list shall be posted for a period of thirty (30) calendar days in the faculty lounges. If an employee believes any of the posted information is incorrect, the employee shall submit information refuting that which is posted. The employee shall have thirty (30) calendar days from the first date of posting to submit refuting information to the Superintendent and the Association. If the Association and employer can't agree on information as posted, the Association may file and process a grievance. The employee's first date of work shall remain as was determined by the agreed-to posting of 1981.

- C. **Seniority and employment** shall be broken by any of the following:
1. Resignation or retirement.
 2. Discharge for just cause.
 3. Failure of the employee to maintain a current address in the administrative office and while on suspension, failure to annually report to the Board in writing the employee's intent to accept the same or similar position when offered.
 4. Failure of a suspended employee to report for work within ten (10) calendar days of being notified of recall in writing by certified mail, except if the suspended employee submits proof to the employer that the employee is enrolled in a college program in which case that employee shall have the option of delaying returning to work until the end of the current college semester. Notwithstanding this provision, the suspended employee shall not have a break in seniority or employment if the employee declines recall to a long-term substitute position or a less than full-time position sent in writing certified mail to the Employer within seven (7) calendar days of certified mail receipt of recall notice.
- D. **Attrition** normally has met the staffing needs of the Employer. Attrition is defined as employees who leave service due to resignation, retirement, and/or death. It is the hope of both parties that attrition will meet the need to reduce bargaining unit positions. If attrition does not accomplish this reduction in positions, it is recognized by the parties that it will be necessary for the Board to suspend employees.
- E. **In the event that additional reduction** in bargaining unit position, beyond attrition, is necessary, which results in suspension of employees employed in the 1980-81 school year and employees hired after 1981, all following criteria shall apply:
1. Suspensions shall be made for one of the reasons expressly stated in Section 1124 of the Public School Code of 1949, as amended, and the Just Cause Provisions of the agreement shall apply to all such suspensions. The Just Cause is not intended to expand the reasons for suspensions set forth in Section 1124 of the Public School Code, as amended.
 2. The Board shall realign its professional staff so as to insure that more senior employees are provided with the opportunity to fill positions for which they are certified, thus suspending employees in inverse order of their seniority while retaining employees within

the scope of their certification(s). Failure or refusal to accept realignment with fields of certification shall be a violation of Section 1122 of the Public School Code of 1949, as amended, and just cause for discharge. The Superintendent and/or a Designee shall meet with a representative from PSEA and a representative of SVEA to examine any proposed realignment of employees as a result of suspension(s). Said meeting shall take place within fifteen (15) days after written notification by the Superintendent of proposed realignment resulting in suspension(s). If it appears that the proposed realignment is not in compliance with the terms of this Contract, the Association shall notify the Superintendent or Designee.

3. Employees being considered for suspension under Section E of this Article shall be notified by the Employer in writing by handing the notice to the employee personally or sending it certified mail return receipt requested to the latest address the employee has filed in the Superintendent's Office not later than April 30 for suspension effective for the first semester of the next school year, and not later than October 15 for suspension effective the second semester of that school year. If an employee so notified intends to seek certification which the employee did not have at the time of this notification, the employee must notify the Superintendent in writing, mailed certified return receipt requested within thirty (30) calendar days of being notified of being considered for suspension. Any employee who does not so notify the Superintendent shall not use an after acquired certification to displace another employee. The Employer shall have thirty (30) calendar days from the date any employee notified the Superintendent to notify an additional employee that the employee is being considered for suspension.

Regardless of seniority or certification, failure of an employee to file an additional certification obtained from the Pennsylvania Department of Education before the first work day of the semester following notification of suspension shall foreclose that employee's right to displace a less senior employee. If after the first work day following suspension, an employee obtains another certificate, that employee shall not be permitted to displace another employee who has less seniority in the new field.

Certified shall mean the filing of a certificate from the Pennsylvania Department of Education in the Superintendent's office by certified mail return receipt requested or personal delivery to the Superintendent's office at which time the employee shall obtain a written acknowledgment indicating the date and time of filing.

F. **The Employer shall submit a written waiver** request for emergency certification for an employee when the employee submits an application to the Superintendent for emergency certification in accordance with the provisions of the Public School Code of 1949, as amended.

G. **Recall from suspension** shall be in inverse order of suspension, provided the employee is certified for the available position. No new employee shall be hired while there is a suspended employee available who possesses the proper certification for the available position. Suspended employees shall be offered the following employment opportunities:

1. Long-Term Substitutes:

- a. When long-term substitute positions arise, the Employer shall notify the suspended employees by mail and the SVEA president by certified mail that the long-term position is available.
- b. When long-term substitute positions arise, those suspended employees holding the proper certificate for the position shall be given first opportunity to fill said position and the most senior suspended employee certificated for the position shall be recalled first.
- c. If the suspended employee desires to apply for emergency certification for a long-term substitute position, it shall be the employee's full responsibility.
- d. Suspended employees recalled to long-term substitute positions shall be placed on their proper salary schedule step and receive all insurance fringe benefits and pro-rated paid leave benefits provided by this Agreement.

2. Day-to-Day Substitutes:

- a. Suspended employees with proper certification shall be given first opportunity to be a day-to-day substitute within their certification, in order of seniority.

- b. If no suspended employee is properly certified to fill the day-to-day substitute position, then the Employer shall call a non-bargaining unit certified person.
 - c. If a day-to-day substitute who is not certified for the position must be called, suspended bargaining unit employees shall be given in order of seniority, the opportunity to fill said position.
 - d. Suspended employees who accept a day-to-day substitute assignment shall be paid no less than one hundred dollars (\$100.00) per day.
 - e. Suspended employees may notify the Superintendent in writing that they do not wish to be called for day-to-day substitute work. Such suspended employees may notify the Superintendent in writing by certified mail that they wish to be reinstated on the day-to-day substitute list.
3. When calling a person in order of seniority, if an employee is called and does not answer, or the line is busy or out of order, the Employer's obligation will have been fully satisfied and the Employer shall make the next call.

ARTICLE VI Rights of the Association

A. Information

The Board agrees to furnish upon request such financial and personnel data as may be required by the Association in developing sound recommendations. Any reasonable information which may be necessary for the Association to process any grievance shall be made available by the Board.

B. Release Time for Meetings

Whenever any representative of the Association or any professional employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives may normally be allowed the use of school buildings for meetings after school hours and during in-service days provided there is no interference with school activities. (Arrangements for such meetings shall be made with the Superintendent.)

D. Bulletin Boards

The Association shall have, in each school building, the use of the school bulletin board. Copies of all postings shall be sent to the Superintendent's office.

E. Discussion of Agreement

By request of the Association President or the Superintendent, conferences shall be scheduled to review and discuss current school problems and the administration of the Agreement not more than once a month.

F. Board Minutes

The President of the Association shall be given access to and shall be permitted to make a copy of the minutes of all Board Meetings, no later than the time said minutes have been approved by members of the Board.

G. Faculty Meetings

A representative of the Association shall be given a place on the agenda of all general faculty meetings in each school, by prior arrangement with the principal to discuss school business.

H. Mail Facilities

The Association shall be allowed the use of school mail boxes provided it does not interfere with regular school mail.

I. Orientation Program

The Association shall be allowed sufficient time on the agenda of the Orientation Program for new employees to explain services available through the Association. The Association shall also maintain a place on the agenda of the first General Meeting of all employees at the opening of school.

J. Leave for Association President

The Board shall permit the President of the Association, or his designee, four (4) unpaid teaching days of his choice, per year, to carry out Association business. The School District will pay the President's salary and, in turn, will be reimbursed in total by the SVEA for this amount. In the event monies are owed to the School District by the SVEA at the time of the President's last pay check of the year, the amount owed by the District shall be deducted from his/her last pay check.

K. Visits by Association President

The President of the Association shall be allowed to visit schools before and after school hours, during his lunch period, or during his preparation period with the approval of the Superintendent or his designee. If the President desires a conference with a principal, the President shall provide a twenty-four (24) hour advance notice of the visit.

L. Grievance Negotiations

An employee engaged during the school year in negotiations on behalf of the Association with any representative of the Board at the Board's request shall be released from regular duties without loss of salary or reduction of accumulated personal leave days.

ARTICLE VII Employee Work Year

The school work year for employees shall be within the confines of the school calendar as adopted and amended by the Board and shall not exceed the following:

2014-2015	190 days
2015-2016	192 days
2016-2017	192 days
2017-2018	192 days
2018-2019	192 days

Included in the 190 or 192-day employee work year shall be a maximum of 180 student days, four (4) clerical days and six (6) in-service days in 2014-2015 and eight (8) in-service days in 2015-2016 and each year thereafter.

At the beginning of the 190 or 192-day employee work year, there shall be one (1) in-service day and one (1) clerical day; at or near mid-year and at or near the end of the third nine-week grading period, there shall be one (1) clerical day; and at the close of the 190 or 192-day employee work year, there shall be one (1) clerical day; the remaining five (5) or seven (7) in-service days shall be established with the adoption of the annual school calendar. The remaining five (5) or seven (7) in-service days may be utilized in units of whole days and/or may be utilized in units of less than whole days whenever the regular student day is shortened by a planned early student dismissal.

The District agrees to consult with the Staff Development Advisory Committee to receive input regarding areas of concern which may be suitable for in-service. The Superintendent will make every attempt to incorporate the recommendations of the committee into the in-service program where appropriate and when time permits. The composition of the Staff Development Advisory Committee shall be as follows: Superintendent, Assistant Superintendent, Director of Pupil Personnel and

Special Services, building principals, two (2) teacher representatives from each elementary school (Park and Barrett), two (2) teacher representatives from the middle school, three (3) teacher representatives from the high school, and one (1) teacher representative from Franklin Primary.

ARTICLE VIII Teaching Hours and Conditions

A. Reference Library

The Board shall provide a general Employee reference library in a district building to be designated. If the district changes the location of the reference library, the Association will be notified in writing prior to the change being made.

B. Duplicating Facilities

The Board shall provide typewriters/word processors, duplicating facilities and copying machines in good working order for employees use in preparation of instructional materials in each building. In-class instructional materials will have priority over non-instructional materials with the understanding that in isolated circumstances administrative non-instructional materials may need to be copied. The district agrees that copy facilities in each building will be available to the teaching staff during the normal school day in accordance with the secretarial work schedule per building. Employees shall make every attempt to have large quantities of copies submitted to support personnel designated by the Superintendent for the purpose of making copies at least forty-eight (48) hours prior to the date needed. The principal may, on a case-by-case basis, waive the forty-eight (48) hour requirement and permit copies to be made, but in no event with less than twenty-four (24) hours prior to the time needed. By way of example, the forty-eight (48) hour requirement may be waived where the copies requested contain critical information which must be communicated to the students and/or parents in a timely manner.

C. Other Provisions

The Board will provide a suitable and adequate desk for each classroom and at least a two (2) drawer metal filing cabinet for each Employee, one of which can be locked. Employees who lose or fail to turn in any

key issued shall have Fifteen and 00/100 (\$15.00) dollars deducted from their pay.

D. Exclusive Employee Facilities

The Board will provide lunchroom, lounge, and lavatory facilities exclusively for employees use in accordance with its past practice except in the Administration Building the lunchroom can be used by others except students.

E. Medical Examinations

All medical examinations and tests required by the Board related to retention requirements shall be paid for by the Board.

F. Grades

The Employee shall maintain the right and responsibility to determine grades and other evaluations of students. No grade or evaluation may be changed unilaterally without notification and consultation by the Superintendent or his designee with the Employee concerned. When a building principal determines that a report card or final grade average mistake has been made by an employee, that grade shall be adjusted. Employees shall have access to their grade book. However, the final decision on a change in grade rests with the Superintendent and/or a designee of the Superintendent.

Teachers must make contact with parents/ guardians if there has been a significant change in student progress. Parents/ guardians must be contacted if their student is failing a class or in danger of failing or has dropped two or more letter grades. Parents/ guardians should be contacted when a student is doing very well.

G. Length of Day

1. The normal workday, Monday and Friday, shall be seven (7) hours and thirty (30) minutes, which shall include thirty (30) minutes of duty-free lunch. The normal workday on Tuesday, Wednesday and Thursday shall be seven (7) hours and forty-five (45) minutes, which shall include thirty (30) minutes of duty-free lunch. In 2015-2016 and each year thereafter, the normal workday on Monday shall be seven (7) hours and forty-five (45) minutes, which shall include thirty (30) minutes of duty-free lunch. All

- clerical and in-service days shall be seven (7) hours and thirty (30) minutes.
2. In buildings preparing for an evaluation by an accrediting agency, or the Department of Education, the Employee shall set aside one (1) hour per week for meetings in connection with the evaluation during the period of self-evaluation.
 3. The Board of School Directors shall set the hours of operation of each building.
 4. Employees may leave the building on Friday afternoons and days before holidays immediately after students are dismissed except if the District is using the Professional Period Schedule. When the Professional Period Schedule is being used, employees may leave twenty (20) minutes prior to the end of the normal workday on Fridays or days before holidays. This released time is in appreciation for the time the professional staff gives over and above its normal workday throughout the week to help students, administration and fellow colleagues provide the best instructional climate possible.
 5. Effective with the 2000-2001 school year and thereafter, one time per month from the first day of student attendance until the last day of student attendance, the Superintendent and/or designee shall be permitted to call a thirty (30) minute meeting at the conclusion of the teacher work day. There shall be at least forty-eight (48) hours' notice, additionally said meeting shall not occur on the first or last day of the week or a day preceding a holiday.

H. Employees Teaching Special Classes

Employees teaching music, art, physical education, the laboratory sciences, librarians, speech therapists, reading specialists, counselors and special education shall be provided with relief and preparation time to the extent of other teaching employees.

I. Number of Preparations

No secondary teacher shall be required to teach more than two (2) subjects (e.g. Math, English) unless voluntarily agreed to in writing by the teacher. If such assignment is necessary and the teacher agrees, such teacher will be given five (5) preparation periods per week over and above the five (5) preparation periods mentioned in paragraph J of this Article. Teachers who teach five (5) or more different preparations within the same subject area (e.g. English 9, English 10, A.P. English,

Journalism) will not be required to perform any non-instructional duty (e.g. hall duty, homeroom, lunch duty). In addition, any teacher who teaches five (5) or more preparations shall have an annual stipend \$2,500. This applies only to Secondary teachers.

J. Preparation Periods

Each employee shall have a minimum of one (1) preparation period per day. It is recognized that a scheduling abnormality may prohibit a teacher's schedule from having one (1) preparation period per day. In that instance that teacher shall have a minimum of five (5) preparation periods per week. However, this shall not be the consistent practice and the schedule will be adjusted the following semester or year. All elementary teachers may use as preparation periods all time during which their classes are receiving instruction from various teaching specialists. A period shall be defined as a minimum of forty (40) consecutive minutes, except when alternate daily schedules are in effect for a building. The Professional Period will not supplant the preparation period. The professional period shall be rotated between administration directed objectives and staff directed activities within a month.

K. Vending Machines

Any teacher or group of teachers may obtain a vending machine (soft drink) exclusively for teachers' use in each building. This (these) teacher(s) shall be responsible for the vending machine(s).

L. Textbook Selection

Adoption of textbooks shall be subject to the guidelines of the policy established by the Board of School Directors.

M. Employee Input on Curriculum Development

All decisions on curriculum are and shall remain policy matters to be decided by the Board. Employees may make suggestions and recommendations on these policy matters under the meet and discuss provisions of Act 195. The Board or the Designees agree to meet with Department Heads and other interested teachers prior to taking their public action on changes in curriculum. The Employer agrees that within five (5) days of acceptance or rejection of an SVEA, department, building facility or grade level proposal(s), a written response stating

the reason or reasons for the decision will be given to the group which submitted the proposal(s).

N. Elementary Advisory Council

1. An Elementary Advisory Council shall consist of two (2) elementary grade classroom teachers, (one primary/one intermediate) who do not have a department head, from each building which has a class in Grade K through 5 and Assistant Superintendent and Elementary Principals. The elementary classroom teachers from each building shall be selected by the elementary grade classroom teachers of that building.
2. The purpose of the Elementary Advisory Council shall be to act as a liaison between the elementary grade classroom teachers and the Superintendent, and to jointly discuss problems of an educational nature which may arise within the district.
3. The Elementary Advisory Council shall meet at least twice each semester during the school year and follow an agenda which shall include items of concern determined by the elementary grade classroom teachers and the administrators on the Council. The Assistant Superintendent and one of the teacher members shall serve as Co-Chairpersons of this Council. An agenda prepared by the Co-Chairpersons, shall be distributed to Council members at least twenty-four (24) hours in advance of each meeting. Released time for meetings shall be provided within the work day, and any time outside the work day shall be on a voluntary unpaid basis.
4. When the teachers and the administrators on the respective Council agree as to recommendations, the Assistant Superintendent will formalize the recommendations for submission to the Superintendent. The Superintendent, after review, comment, and possible modification by the respective Council, shall forward the recommendations to the Board of School Directors.

When the teachers and administrators do not concur, the Assistant Superintendent will submit the item of discussion to the Superintendent outlining the areas of agreement and disagreement. In this instance, the Superintendent, after review of any concerns with the respective Council, shall submit the report of the Advisory Council to the Board of School Directors.

O. Secondary Advisory Council

1. A Secondary Advisory Council shall consist of two (2) secondary classroom teachers from the Middle School and the Senior High School who are not department heads, the Assistant Superintendent and the Middle School and High School Principals. The secondary classroom teachers shall be selected by the classroom teachers of each building.
2. The purpose of the Secondary Advisory Council shall be to act as a liaison between the secondary classroom teachers and the Superintendent, and to jointly discuss problems of an educational nature which may arise within the district.
3. The Secondary Advisory Council shall meet at least twice each semester during the school year and follow an agenda which shall include items of concern determined by the secondary classroom teachers and the administration on the Council. The Assistant Superintendent and one of the teacher members shall serve as Co-chairpersons of this Council. An agenda prepared by the Co-chairpersons shall be distributed to the Council members at least twenty-four (24) hours in advance of each meeting. Release time for meetings shall be provided within the work day and any time outside the work day shall be on a voluntary, unpaid basis.
4. When the teachers and the administrators on the respective Council agree as to recommendations, the Assistant Superintendent will formalize the recommendations for submission to the Superintendent. The Superintendent, after review, comment, and possible modification by the respective Council, shall forward the recommendations to the Board of School Directors.
When the teachers and administrators do not concur, the Assistant Superintendent will submit the item of discussion to the Superintendent outlining the areas of agreement and disagreement. In this instance, the Superintendent, after review of any concerns with the respective Council, shall submit the report of the Advisory Council to the Board of School Directors.

P. District Advisory Council

1. A committee of the Board of School Directors and the Superintendent will meet with a committee of the Steel Valley Bargaining Unit at least once every twelve (12) weeks of each school term. Dates for these meetings for the upcoming school year will be established by mutual agreement but no later than August 31. Each party will submit its agenda to the other at least one (1) week in advance of the scheduled meeting.
2. The purpose of these meetings will be to discuss problems of an educational nature which may arise within the District. These meetings shall not in any way constitute a forum for the discussion of labor relations or contractual issues.
3. On a monthly basis, the Superintendent and the above committee of the Steel Valley Bargaining Unit will meet to discuss problems and issues of a general nature which may arise within the District.

ARTICLE IX Professional Qualifications and Assignments

A. Certification

Certification is a statutory responsibility of the Board and Administration as dictated by the School Code.

B. Limitations

Employees shall not be assigned outside the scope of their teaching qualifications and certifications.

C. Notification of Schedule

A tentative assignment for all professional employees, indicating building assignment, grade level assignment, and subject or subjects assigned shall be sent to all employees by August 1. Effective for the 2015-16 school year and each year thereafter, a tentative assignment for any employee who has a change in assignment shall be sent by July 15.

1. All employees shall have written notice of their normal daily schedule for each school year no later than the preceding 15th day of August. Effective for the 2015-16 school year and each year thereafter, written notice of the daily schedule for any employee who changes assignment shall be provided no later than July 31st. In the event changes in said tentative assignment or said normal daily schedule become necessary, the employee affected shall be notified as soon as possible.

D. Additional Assignment

Non-teaching assignments in addition to the normal daily schedule during the regular school year shall not be obligatory, but shall be with the consent of the teacher.

E. Duty Rotation

Within the seven and one-half (7-1/2) and seven and three-quarter (7-3/4) day, bus duty, hall monitoring, detention and homeroom duty assignments will be rotated equally, where possible. If schedules, absences, and extra-curricular duties prohibit equal assignments of these duties, the adjustment will be made the following semester.

F. Regular Classroom Teacher Assignment

Regular classroom teachers shall not be regularly scheduled and assigned to teach music, art, physical education or library science.

G. Non-Professional Duties

Teachers shall not be required to collect monies from students for school picnic tickets, lunch, or pictures. Breakfast duty shall be voluntary.

H. Travel Time

Effective for the 2015-2016 school year and each year thereafter, teachers shall have travel time of 30 minutes between buildings.

ARTICLE X Vacancies--Transfers

A. Request for transfer

Requests by a teacher for transfer to a different class, building or position shall be made in writing and filed with the Superintendent. Such requests for temporary vacancies may only be for a one (1) school calendar year due to child rearing or sabbatical leaves. In the event a request for transfer is granted, except temporary, the employee is barred from requesting another transfer for a five (5) year period. Effective with the 2006-2007 school year and thereafter, a newly hired employee is barred from applying for a transfer until he/she has completed three years of employment. The application shall set forth the reasons for request of the transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed upon the applicant's request or as vacancies occur.

B. Posting of Vacancies

Vacancies shall be defined as openings in full-time professional positions in this unit which the Board has decided to fill and which will be acted upon by the Board in the same manner as it had before this Agreement. This shall not include positions from which an employee is on any type of leave. The Board agrees to fill all full-time vacancies from among its employees where possible. Whenever a vacancy arises, the Employer shall promptly post notice of the same for no less than two (2) weeks. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service with the Employer and other relevant factors. Any new positions shall be posted with the accompanying job description and qualifications. During periods when school is not in session, employees shall be notified by mail of any professional vacancies which are to be filled. A notice shall be mailed with the employee's paycheck.

The District recognizes and agrees that all new positions created before the beginning of the school year or within the first two weeks of the school year will be posted and made available for bid immediately. Any new positions that occur after the first two weeks of a semester of

school will also be posted and made available for bid; however, such positions may be filled by a Long-Term Substitute for the balance of the school year, with the successful bidder to assume the new position at the beginning of the following school year. In the absence of qualified bargaining unit candidates to fill a position, the District shall be able to utilize a Long-Term Substitute the remainder of the school year, whereupon the position, if it still exists, will again be posted as a bid position.

C. Involuntary Transfers

When the District needs to fill a vacancy by involuntarily transferring an employee, they will first seek volunteers. If no employee(s) volunteers, the least senior certified employee will be selected to fill the position. The order of consideration will be within the building first, then within the respective elementary or secondary division or department, lastly within the District as a whole. The Superintendent shall notify the affected professional employee and the Association in writing of the reasons for such transfer. Involuntary transfers will only be made for just cause.

D. Summer Employment

If summer employment is offered by the District in the following areas, qualified bargaining unit members will be given first priority to fill the position(s) unless the District elects to utilize outside consultants for a specific program:

1. Preparation of new programs
2. Revision of existing programs
3. Curriculum study and research into program expansion
4. Studies into areas of concern to the District
5. District summer school and summer programs

All District-funded positions shall be posted as per the posting procedures in Subsection X-B above.

<p style="text-align: center;">ARTICLE XI Employee Evaluation</p>

- A. **All monitoring or observation** of the work performance of a teacher shall be conducted openly and with full knowledge of the employee.

- B. **In evaluating the competency** of a professional employee or temporary professional employee the School District shall utilize a rating system consistent with the laws of the Commonwealth of Pennsylvania. The Employer agrees to a Satisfactory and Unsatisfactory based employee rating system. Any amendments or changes in the laws of the Commonwealth of Pennsylvania insofar as they affect the aforesaid rating system shall become a part of this Agreement as of the effective date of said amendment or change.

- C. **An employee shall be given** a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss the report. A teacher desiring a conference to discuss his evaluation shall request a conference with the Superintendent or his designee.

ARTICLE XII Sick Leave

A. Sick Leave Days

On the first day of each school year each employee shall be credited with ten (10) days of sick allowance to be used for absences caused by illness or physical disability of the employee. The unused portion of such allowance shall accumulate from year to year without limitation. Absence by reason of illness for more than three (3) days shall require a physician's certificate.

B. Days Not Charged

Absence due to injury incurred in the course of the employee's employment and upon certification by the school physician shall not be charged against the teacher's sick leave days for a period of two (2) years.

C. Notification of Accumulation of Sick Leave

Employees shall be given a written account of accumulated sick leave days no later than August 15 of each school year.

D. Sick Leave Bank

The Association will establish a Sick Leave Bank to which employees may contribute days of personal sick leave. Such Sick Leave Bank shall be administered by the Association, which shall establish and furnish to the employer a copy of the rules and regulations governing the same. The Association shall certify to the employer the contributors thereto and the employer agrees to honor withdrawals therefrom upon proper certification by the Association. Membership in the Sick Leave Bank shall be voluntary.

The Association shall hold the District harmless for and from any and all claims related in any manner to the Sick Leave Bank, including those of past or current employees, or those resulting from any judicial or administrative determination regarding the legality or rationality of the Sick Leave Bank or its operation.

ARTICLE XIII
Temporary Leaves of Absence

A. Types of Leave

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

1. Personal:

- a. A first year teacher shall receive one (1) day personal leave. Effective 2015-16 and each year thereafter, a first year teacher shall receive two (2) days personal leave.
- b. Second and third year teachers shall receive two (2) days personal leave. Effective 2015-16 and each year thereafter, second and third year teachers shall receive three (3) days personal leave.
- c. All teachers in their fourth year and beyond shall receive two (2) days personal leave and one (1) emergency leave day. Effective 2015-16 and each year thereafter, all teachers in their fourth year and beyond shall receive three (3) days personal leave and one (1) emergency leave day.
- d. Personal days are subject to the following conditions and limitations:
 - (1) May not be taken on the first or last day of the school year for employees; the first or last day of the school year for students; or the day preceding or following a holiday or school recess.
 - (2) May be taken consecutively when utilized as full days.
 - (3) (a) Building quotas shall be as follows:

Franklin Primary Center
Not more than one (1) per day.

Elementary
Not more than two (2) per day in each building.

Middle School
Not more than two (2) per day in the building

Senior High School

Not more than three (3) per day in the building.

- (b) Requests shall be granted in the order in which they are registered in the building office.
 - (c) Prior notice of twenty-four (24) hours is required.
 - (4) Any waiver of these limitations shall be at the sole discretion of the Superintendent or designee.
 - e. The emergency leave day can be taken for any reason with notification required the morning of the day taken.
 - f. Any personal or emergency leave days allowed but not taken shall be accumulated as sick leave days the following year.
2. Religious--A teacher shall be allowed up to two (2) days per school year for observance of religious holidays, where said observance prevents the teacher from working on said days with the consent of the Superintendent or his designee.
 3. School Visitation--A teacher shall be allowed up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, with the consent of the Superintendent, without loss of pay.
 4. Legal--Time necessary for appearances in any legal proceeding if the teacher is required by law to attend. This section does not apply to any non-work-related proceedings to which the professional employee is a party.
 5. Bereavement:
 - a. Whenever an employee shall be absent from duty because of the death in the immediate family of said employee, there shall be no reduction of salary of said employee for an absence not in excess of three (3) school days. Effective in the 2015-2016 school year and each year thereafter, whenever an employee shall be absent from duty because of the death in the immediate family of said employee, there shall be no reduction of salary of said employee for an absence not in excess of four (4) school days. 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 home.
 - b. Whenever a professional employee is absent because of death of a near relative, there shall be no reduction in salary of said employee for the absence on the day of the funeral. Effective

in the 2015-2016 school year and each year thereafter, whenever a professional employee is absent because of death of a near relative, there shall be no reduction in salary of said employee for an absence not in excess of two (2) school days. 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.

6. Summer School--A teacher shall be allowed up to a total of three (3) days at the end of a school year and/or at the beginning of a school year, as may be required to attend summer school classes and/or to travel to the place where such classes are to be held, with the permission of the Superintendent.
7. Temporary Military--The employee shall be allowed the time necessary when called into temporary duty of any unit of the U.S. Military Reserves or State National Guard. An employee shall be paid employee's regular pay less any payment which is received from the state or federal government. Except in cases of declared national or state emergency, the employee shall make every effort to schedule said military leave during times when school is not in session.

B. In Addition to Sick Leave

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

ARTICLE XIV Unpaid Leaves of Absence

A. Leave of Absence for Illness or Disability

1. If the employee desires an unpaid leave of absence, the employee must apply in writing for such leave and the application shall include a licensed physician's certification of illness, disability (including disability from pregnancy) which prevents the employee from safely performing the employee's job duties.
2. The employee shall use all annual and accumulated sick days prior to the unpaid leave and all fringe benefits shall continue to apply during the period covered by sick days, providing there is no break in service. Employees may maintain all of their fringe benefits if acceptable to the insurance carriers, during the unpaid leave provided that they pay the monthly premiums in advance in accordance with the schedule set forth by the Employer which shall permit timely payment by the Employer to the insurance carriers. If such payments are not made or not made timely, the Employer shall be under no obligation or responsibility to keep in force the insurance coverage for which the employee was making payments.
3. Written request for such leave shall be submitted at least ten (10) days prior to the Board of School Directors' meeting at which the leave is to be considered and the leave shall not commence until after the Board of School Directors considered the written request for leave.
4. The beginning date for leave shall be specified in writing on the request and shall be determined jointly by the employee's physician and the employee upon certification by the employee's physician of the illness or disability condition preventing the employee from performing the assigned job duties. The maximum period for an unpaid leave of absence shall be one (1) year from the last day worked by the employee. If the one (1) year period ends within a semester, the Board and the Employee may mutually agree in writing to extend the leave to the end of that semester.
5. The employee must return to work when the employee's physician certifies to the Board that the employee is fully able to assume the

- employee's duties. If the employer desires a medical opinion from a doctor of its choosing, the employer shall pay for the examination. Notification of not less than ten (10) days of the employee's intention to return shall be given to the employer in writing.
6. Upon returning from such unpaid leave, the employee shall be returned to the same position occupied prior to the leave or to a substantially equivalent position. If those positions no longer exist, the employee shall be assigned to another position for which the employee is properly certified.
 7. Upon returning to employment, the employee shall be paid the then current salary for that employee as though the employee had continued to work during the period of leave.

B. Conditions for All Unpaid Leaves

1. No salary or other payments (such as Social Security or any other retirement payment) will be made to or on behalf of the employee.
2. The employee will not accumulate sick leave or use sick leave.
3. The employee will receive no fringe benefit of any kind, except as otherwise specifically provided.
4. Violations of the conditions of the leave shall be an acceptable reason for the employer to terminate the leave.
5. Failure to return to work immediately upon termination of leave shall automatically terminate employment with the Employer and shall terminate all obligations of the Employer to the Employee.

C. Child Rearing Leave

1. Child rearing leave shall be granted without pay upon written application of the employee for a period not to exceed one (1) calendar year. The termination of the leave must coincide with the ending of a grading period.
2. Provisions for Child Rearing Leave
 - a. An employee desiring a child rearing leave must apply in writing for such leave.
 - b. Written requests for such leave shall be submitted at least ten (10) days prior to the Board of School Directors meeting at which the leave is to be considered and the leave shall not commence until after the Board of School Directors considered the written request for leave.

- c. Notification of not less than ten (10) days of the employee's intention to return shall be given to the employer in writing.
 - d. The employee shall use all annual and accumulated sick days prior to the unpaid leave and all fringe benefits shall continue to apply during the period covered by sick days, providing there is no break in service. Employees may maintain all of their fringe benefits if acceptable to the insurance carriers, during the unpaid leave provided that they pay the monthly premiums in advance in accordance with the schedule set forth by the employer which shall permit timely payments by the employer to the insurance carriers. If such payments are not made or not made timely, the employer shall be under no obligation or responsibility to keep in force insurance coverage for which the employee was making payment.
 - e. Upon returning from such unpaid leave, the employee shall be returned to the same position occupied prior to the leave or to a substantially equivalent position. If those positions no longer exist, the employee shall be assigned to another position for which the employee is properly certified
 - f. Upon returning to employment, the employee shall be paid the then current salary for that employee as though the employee had continued to work during the period of leave.
 - (1) No salary or other payments (such as Social Security or any other retirement payment) will be made to or on behalf of the employee.
 - (2) The employee will not accumulate sick leave or use sick leave.
 - (3) The employee will receive no fringe benefits of any kind, except as otherwise specifically provided.
 - (4) Violations of the conditions of the leave shall be an acceptable reason for the employer to terminate the leave.
3. Child Rearing leave must commence immediately upon the termination of pregnancy disability or custody of a child for adoption.
4. Returning from child rearing leave, the employee must report for work the first (1st) work day (including in-service) of the grading period which begins immediately before or immediately after the one (1) year period for child rearing leave or if the leave requested was less than the maximum one (1) year, the first work day of the

grading period immediately after the expiration of the child rearing leave.

D. Other Leaves

Other leaves of absence without pay may be granted by the Board for reasons deemed appropriate by the Board.

E. Health and Life Insurance

The Board may approve full health and life insurance benefits at the employee's expense for a maximum of one (1) year for employees on an unpaid leave of absence, if acceptable to the insurance carriers.

ARTICLE XV Sabbatical Leave
--

A. Provisions

Teachers who have been employed for ten (10) years in public school districts of the Commonwealth of Pennsylvania may be granted a Sabbatical Leave for one (1) year, provided at least five (5) consecutive years shall have been in the Steel Valley School District. During said Sabbatical Leave, the teacher shall be considered to be in the employ of the Board and shall be paid one-half of his annual salary. Thereafter, one Sabbatical Leave of Absence shall be allowed after each seven (7) years of service. Both the Association and the Board recognize that the sabbatical leave should be of benefit to the employee and the District. Therefore, the following procedures will be applicable to sabbatical leaves in addition to the requirements set forth in the applicable sections of the Public School Code of 1949, as amended.

B. Requests

All requests for sabbatical leaves for the first semester of each new school year will be made in writing to the Board by March 15. Any employee seeking to rescind a first semester sabbatical must do so in writing by July 1. All requests for second semester sabbaticals will be made in writing to the Board by September 1.

1. Any employee asking to rescind a second semester sabbatical must do so in writing by December 1. These limitations on requesting a sabbatical leave will not apply to sabbatical leaves requested as a result of an impending furlough or to sabbatical leaves requested for emergency medical reasons not known to the employee at the deadline dates for application.
 - a. When requesting a sabbatical leave for professional development, the employee shall provide, in writing, a professional development plan to include:
 - (1) program objectives;
 - (2) course work intended; and/or

- (3) outline of professional development activities to be undertaken;
 - (4) a statement as to how the intended objectives will benefit the employee and the District as provided in Section 1166.1 of the Public School Code, as amended, and the policy of the District as authorized by the Code.
- b. Upon completion of the leave for professional development, the employee shall submit within one (1) month a written report to the Board giving satisfactory evidence that the employee's approved plan for professional development was fully complied with during the leave. This report shall comply with the directives of Section 1166.1 of the School Code, as amended, and the policy of the District as authorized by the Code.
- c. Should, for any reason, the approved conditions of the Leave cease or suffer significant change, the employee must notify the Superintendent immediately.
- d. The study program shall be verified by written communication from the college, university or other institution indicating completion of the work undertaken as determined by the institution's minimum requirements for such work.

C. Return from Leave

A teacher, upon return from a Sabbatical Leave, shall be restored to his same position or to a position of like nature should his position have been abolished and shall be placed at the same position on the salary schedule as he would have been had he taught in the district during his Sabbatical year. The teacher shall return for not less than one (1) term as provided in Section 1168 of the Public School Code, as amended.

ARTICLE XVI Employment of Substitutes
--

A. Procedure

1. The Board agrees at all times to maintain a list of substitute teachers and to provide such list with certifications to the Association. The Association shall be notified of all additions, deletions, and corrections. Substitutes shall be provided, where possible, for all classroom teachers who report off.
2. At all times when reporting off, the employee shall call the answering service one hour prior to the scheduled reporting time for the teacher on each day of the absence. When reporting that the employee will return to work, the employee must again notify the answering service prior to 3 P.M. on the day prior to the employee's return.
3. Upon returning to work, the employee must fill out an "Absence Certificate," in duplicate, and return signed copies to the office. The substitute's report should also be signed by the employee and returned to the office.

B. Use of Teachers as Substitutes

1. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers, teachers may be assigned to serve as substitutes. Every attempt will be made to rotate this assignment. A teacher assigned to this duty shall receive thirty dollars (\$30.00) for each period performed except that teachers who have been assigned hall duty or cafeteria duty shall not be compensated for the transfer of such duties to substitute. Effective in the 2015-2016 school year and each year thereafter, a teacher assigned to this duty shall receive thirty-two dollars(\$32.00) for each period performed except that teachers who have been assigned hall duty or cafeteria duty shall not be

- compensated for the transfer into a non-instructional duty, but shall be compensated for the transfer to an instructional duty.
2. A teacher shall not be required to accept additional children into his regular classroom because a substitute teacher was not provided, except in case of emergency. In the elementary buildings where a teacher must accept additional students for the entire day due to the lack of a substitute, the teacher shall be compensated the regular day-to-day substitute rate for that day. Effective in the 2015-2016 school year and each year thereafter, in the elementary buildings where a teacher must accept additional students for the entire day due to the lack of a substitute, the teacher shall be compensated at the additional rate of one hundred five dollars(\$105.00) for that day. There must be five (5) or more children assigned to the class.
 3. Accurate records shall be maintained of those teachers assigned to "lack of substitute coverage" duty by the building principal.
 4. The principal or his assistant shall be in charge of assigning teacher volunteers for this duty.

C. Substitute Principals

Teachers shall not be required to act as substitutes for principals.

ARTICLE XVII Vandalism and Personal Injury Reimbursement

A. Reimbursement

The Board shall consider reimbursement of teachers for any loss, damage or destruction of clothing or personal property of the employee while on duty in the school, on the school premises, or on a school-sponsored activity.

B. Reasonable Force

An employee may use such reasonable force as is necessary to protect the employee from attack or to prevent injury to another employee or student and to maintain discipline while carrying out the employee's duties.

C. Assault

When absence arises out of or from such assault or injury, upon certification by the school physician, the school employee shall not forfeit any sick leave or personal leave for a period of two (2) years.

D. Reporting Assault

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. In extenuating circumstances, the report should be made as soon as possible. The employee's report shall be forwarded to the Superintendent's Office.

ARTICLE XVIII Maintenance of Classroom Control and Discipline
--

A. Definitions

Definitions of the duties and responsibilities of all administrators, coordinators, supervisors, and other personnel pertaining to student discipline shall be reduced to writing by the Superintendent and presented to each teacher at the start of the school year. The Student Discipline Code shall be enforced by all building administrators. Employees shall report to the principal or principal's designee infractions of a serious nature, including but not limited to, verbal threats or intimidation against an employee.

B. Special Assistance

1. When in the judgment of a teacher a student requires the attention of the principal, a counselor, psychologist, physician, or other specialist, he shall so inform the principal and immediate supervisor in writing. The principal or immediate supervisor shall decide whether a conference is necessary.
2. In the event conferences are held, a written report of the recommendation made by the persons involved shall be made available to all persons concerned.
3. With regard to any incident concerning which a Professional Employee seeks action by the Administration or the School Board in the nature of student discipline, the Employee shall have the right to present requests, recommendations or complaints in writing regarding the actions of the Administration or the School Board to the building principal. If the Employee involved in the incident is not satisfied with the response, upon request, the Employee involved in the incident will be entitled to have a conference with the Superintendent.

<p style="text-align: center;">ARTICLE XIX Personal and Academic Freedom</p>
--

- A. **The Board and the Association agree** that teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside of school, or lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher, providing he does not violate the statutes, Constitution, or laws of the United States and of the Commonwealth, and provided further that such does not interfere with the teacher's responsibilities to and relationships with students and/or the school system.

- B. **Fairness in procedures and association** will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

- C. **The Board agrees** that teachers need not discuss student problems with parents away from the school site.

<p style="text-align: center;">ARTICLE XX Jury and Witness Duty</p>

A. **Scope**

An employee summoned for jury duty or witness duty, by subpoena, shall not suffer loss of pay for such duty. The difference between fees for such duty and the normal daily rate of pay shall be paid by the school district.

B. **Pay Provision**

Said day(s) shall not be deducted from an employee's personal leave days.

ARTICLE XXI

Maintenance of Membership and Membership Dues Deduction

A. Indemnification

The Association shall indemnify and hold the Board, its administrative staff and agents harmless from any and all claims, suits, orders and judgments brought or issued against the Board and all of the costs related thereto, including legal, as a result of any action taken or not taken by the Board or its administration under the provisions of the Article.

B. Maintenance of Membership 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 Employees Relations Act, Act 195.

C. Membership Dues Deduction

1. Deduction from Salary--The Board agrees to deduct dues from the salaries of members of the Local Association, the Pennsylvania State Education Association, and the National Education Association provided said members authorize the Board to deduct and transmit the monies by check promptly to the Steel Valley Education Association.
 - a. Deductions referred to in the above paragraph will be made in eighteen (18) successive equal installments to be concluded with the twenty-first (21) pay of the school year.
2. Lists supplied to the Board--No later than September 30, of each year, the Steel Valley Education Association will provide the Board with a list of those employees who have authorized the

Board to deduct dues for the Association as in paragraph 1 of this Article.

3. Authorization Cards--The Board will honor such Authorization Cards pursuant to Maintenance of Membership Agreement in the following form:

--SAMPLE--

PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize eighteen (18) successive equal deductions from my pay for professional dues for

SVEA PSEA NEA

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

Date Signature

ARTICLE XXII Departmentalization

A. Implementation

The District retains the sole right to appoint or change, on an annual basis, department heads as necessary. All appointments will be made prior to the beginning of the school term and will remain unchanged for the school term unless mutually agreed upon by the parties. It is agreed that any employee may refuse said appointment and such refusal will be made at the sole discretion of the employee.

During the term of this agreement, the School Board shall explore the reorganization of departments into interdisciplinary program areas. One (1) person from each department in each interdisciplinary program (i.e. Technical and Information Science, Fine Arts and Wellness) will be given one (1) additional day per semester for planning purposes. The School Board shall maintain department heads in the following program areas:

- Mathematics
- Science
- Language Arts
- Foreign Language
- Social Studies
- Technical and Information Science (formerly Industrial Arts, Business Education, Computer Science and Library Science)
- Fine Arts (formerly Music and Art)
- Wellness (formerly Counselors, Nurses and Home Economics)
- Health and Physical Education
- Electives

B. Teaching Load

Department heads shall have five (5) preparation periods per week for departmental responsibilities and one (1) preparation period per day as provided by Article VIII (J) for teaching assignment responsibilities. The preparation period for department heads shall not be taken consecutively with any other preparation period to which the employee may be entitled unless otherwise scheduled by the building principal.

The District agrees that it shall not eliminate teacher positions as a result of the reduction in preparation periods under this paragraph. The District does not waive its right, however, to suspend professional employees as otherwise permitted by law.

C. **Reports**

Department heads will be required to submit a monthly report, in writing, to the Superintendent or his designee.

D. **Remuneration**

Each department head shall be compensated in addition to his/her regular salary according to the rates found in the supplemental salaries list in Appendix B.

E. **Meetings**

The Superintendent or his designee may call a meeting beyond the work day of all department heads. This will not occur more frequently than once per month.

F. **Courses and Workshops Requested by the Administration**

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, and other such sessions which a teacher is requested by the Administration to attend.

ARTICLE XXIII Miscellaneous Provisions

A. Severability

If any provision of this Agreement is held to be invalid, illegal, or unconstitutional, such invalidity, illegality, or unconstitutionality shall not affect the remaining provisions of this Agreement.

B. Printing Agreement

1. Copies of this Agreement shall be prepared within thirty (30) days after the Agreement is signed. The expenses for the duplication of the Agreement will be shared equally by the Board and the Association.
2. A copy of the Agreement shall be presented by the Association to each teacher now employed and hereafter employed.
3. A list of new teachers employed by the Board will be furnished to the Association by August 15 of each year, with an updated list by September 1 and as time may warrant.

C. Fair Employment

The Board and the Association agree that the provisions of this Agreement shall be applied to all professional employees without regard to race, creed, color, religion, national origin, or sex.

D. Grading Periods

For the term of this Agreement the Grading Period shall be divided into four (4), nine (9) week periods.

E. No Strike, No Lockout

As a condition of the various provisions of the Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit who are also members of the Association will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the Employer pledges that it will not conduct or cause to be conducted, a lockout during the term of this Agreement.

F. Management Clause

The Board reserves the exclusive right with respect to matters of inherent managerial policy, which include but shall not be limited to, such areas of discretion or policy as the functions and programs of the Board, standards of service, its overall budget, utilization of technology,

the organizational structure and selection and direction of personnel. Nothing contained in this Agreement shall be construed to deny or restrict to the Employer such rights as it 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, unless specifically modified by the express terms of this Agreement.

G. Negotiable Items

The parties agree that all negotiable items have been discussed during negotiations leading to this agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, unless the parties mutually agree in writing to negotiate any and resulting amendment is in writing signed by both parties.

H. Supplemental Contracts

The Schedule of Salaries on Supplemental Contracts is solely for the purpose of indicating agreement upon minimum salaries for activities adopted by the Board. The Board, in its sole discretion, retains the right to add or to delete activities as listed on the Supplemental Contracts without limitation. The Board, in its sole discretion, retains the right to assign or to remove any person or persons appointed by the Board to such position. If any employee is removed from a position covered by a Supplemental Contract or any activity deleted or terminated after the commencement of such activity during the school year, then such employee shall be entitled to a pro-rata rate of authorized salary. If an employee feels that removal from a supplemental position was unfair, the employee may submit a written complaint within ten (10) calendar days of removal to the Superintendent and if not then satisfied may within five (5) calendar days file written notice to the Board that he desires the Board to review the removal. The employee may be represented by the Association at all stages of this complaint procedure, if the employee so desires. The just cause and grievance provisions of this Agreement are not applicable to Supplemental Contract Provisions. Minimum salaries for supplementals will be paid according to Appendix B. The district will make one annual posting of all supplemental positions which they consider to be vacant or will not necessarily be filled with the incumbent. If a particular position is not posted, the incumbent will be retained.

For all posted positions, the Board will take public action naming the successful candidate. Notice will be sent to the successful applicant and the Association will have access to them through the Board minutes. The employees can contact the District or Association if they have any questions.

I. Information Guide

The Board shall direct the building principals to provide each teacher, on the first day of school, with an informational guide for his building(s), subject to change, consistent with Board policy.

J. Notice

When notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by Registered Letter at the following addresses:

1. Association to Board:
Steel Valley School District
Administration Building
East Oliver Road
Munhall, Pennsylvania 15120
2. Board to Association:
Current SVEA President's home address

K. All professional staff members (employees) at the Senior High School shall be required to attend and take part in graduation ceremonies each year. Employees attending and taking part in the graduation ceremony shall be afforded appropriate release time during the day on which graduation occurs.

L. If an employee makes a Worker's Compensation claim for which the Employer or its insurance carrier may accrue any liability, the employee making the claim shall immediately inform the Employer of all other employers for which the employee worked at the time of the occurrence giving rise to the Worker's Compensation claim.

M. Individualized Education Programs

If an employee is required by his supervisor to participate in a conference, review, evaluation, re-evaluation or meeting as a result of the need to fulfill the provision of I.D.E.A. or other Federal or State Laws or Regulations as may be enacted or amended from time to time,

such activity shall be scheduled during the normal work day and work year, where possible. If such work is assigned in writing by the employee's supervisor outside the seven and one-half (7-1/2) or seven hour and forty-five minute work day hour work day, the employee shall be compensated at the rate specified for extended duty or compensatory time, at the Employer's option.

ARTICLE XXIV Travel Expenses and Insurance

A. Mileage

Any professional employee who must, due to the manner of his teaching assignment, scheduled by the School District, use private means of transportation to accomplish his duties, will be reimbursed for the travel in a private motor vehicle at the standard IRS rate per mile. Said travel must have the approval of the Superintendent or his designee. If the maximum mileage allowance for public employees is increased by Pennsylvania law from the standard IRS rate per mile, the Employer shall pay the maximum amount permitted by Pennsylvania law.

B. Activities

Teachers shall not transport students at any time for any reason.

C. Reimbursement

Professional employees who are entitled to reimbursement under Sections A of this Article must submit travel vouchers in the form prescribed in Document 1 in duplicate before the tenth (10th) of the next succeeding month to the Office of the Secretary of the Board of Directors. The Secretary of the Board of Directors shall initial the copy of the travel voucher and return to the professional employee within five (5) days of submission. The Secretary of the Board of Directors shall tabulate all properly submitted travel vouchers at the end of the school year and shall make one payment to those professional employees who qualify under this Section. Travel vouchers shall be secured by each employee at the building principal's office.

D. Insurance

The Board shall arrange for and maintain the insurance listed below to cover damages, losses, and expenses incurred by an employee against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties. The School District agrees that the following coverage will be provided for each employee if acceptable to the insurance carrier:

Bodily Injury Liability:

\$500,000 each person

\$1,000,000 each occurrence

Medical Payments:

\$1,000 each person

Uninsured Motorist: (Bodily Injury)

\$10,000 each person

\$20,000 each accident

Property Damage Liability:

\$50,000 each occurrence

ARTICLE XXV Professional Compensation
--

A. Salary Schedules

1. See Appendix "A."

B. Payment for Graduate Credit Reimbursement

1. Certified employees who are enrolled at State-approved colleges or universities, taking courses beyond the state-mandated 24 and which have been approved by the Superintendent prior to course enrollment, may be reimbursed in an amount not to exceed the cost per credit: PROVIDED, HOWEVER, the amount reimbursed for credits by the School District shall not exceed two thousand, five hundred dollars (\$2,500) per employee in each of the three (3) years of the existing Agreement. Beginning with the 2006-2007 school year, if a bargaining unit member leaves employment with the District within three (3) years of the District reimbursement of such credits, the individual shall be responsible for repayment of credits reimbursement set by the scale below:

- 100% if the bargaining unit member leaves within one year,
- 66% if the bargaining unit member leaves within two years,
- 33% if the bargaining unit member leaves within three years.

No repayment is expected if a bargaining unit member moves to another position within the school district.

2. For such reimbursement, grades received must be B or better.
3. Teachers receiving funds from other sources (Veterans Administration, NDEAS, Frick Commission, etc.) shall have the amount received subtracted from the reimbursement stated in paragraph 1 of this Subsection.
4. The credit reimbursement in the amount entitled by the provisions of this Article shall be paid to the certified employee out of the General Fund, and it is the responsibility of said employee to determine if such reimbursement is compensation to be included in the employee's tax return as gross income.

C. Payment for Credits Above the Masters Degree

For each credit above the Master's Degree the employee's annual salary, as determined by schedule placement, based on experience and degree held, shall be increased by \$50.00 per credit.

1. For purposes of Section C of this Article, credits shall be approved by the Superintendent, based on the desirability to improve or be of benefit to the Steel Valley School District.
2. Credits earned beyond the Master's Degree prior to employment in the Steel Valley School District shall not be accounted in Item C for those employed after July 1, 1973.

D. National Board Certification

Teachers successfully completing the National Board Certification will receive four thousand dollars (\$4,000) annually in addition to their salary as determined by step/degree placement on the salary scale.

E. Method of Payment

Employees will be paid in twenty-six (26) bi-weekly payments continuing throughout the calendar year.

F. Employment at Second Semester

A tenured teacher employed the second semester of a school year shall be given credit for a full year of service on the salary schedule the following September.

ARTICLE XXVI Insurance Protection
--

A. Health and Welfare Benefits

1. Effective September 1, 1996, employees may:
 - a. Enroll in the applicable classifications (individual, family, etc.) in the Preferred Provider Organization program currently offered by the Allegheny County Schools Health Insurance Consortium. During the term of this agreement, should the Allegheny County Schools Health Insurance Consortium replace or supplement the current Preferred Provider Organization Program, the Board will provide the new plan if the new plan provides health insurance coverage as good as or better than the plan in effect at a cost savings. Any employee enrolling in the Preferred Provider Organization shall, for the life of this collective bargaining agreement, have premiums paid in full by the District. Such coverage shall continue on a twelve (12) month basis from year to year.
 - b. Maintain enrollment in the applicable classifications (individual, family, etc.) in the Indemnity program of Blue Cross/Blue Shield, Major Medical (a maximum of \$1,000,000 with a \$200 deductible for the life of the agreement) Prevailing Fee program. Those employees electing the said Indemnity coverage shall pay the full difference in premium between the Preferred Provider Organization and the above Indemnity coverage. Such coverage shall continue on a twelve (12) month basis from year to year.

During the term of this agreement should the Allegheny County Schools Health Insurance Consortium replace or supplement the current Indemnity program and the new plan provides health coverage as good as or better than the current Indemnity plan at a cost savings, the Board will provide the new plan. Those employees electing the new plan shall pay the full difference in premium between the Preferred Provider Organization and the new Indemnity coverage unless the premium for the new Indemnity coverage is less than the Preferred Provider Organization.

2. All employees enrolled in Health and Welfare Benefits (Medical, Dental, and Vision) protection under this collective bargaining agreement shall pay the following monthly premium percentage contribution:

2014-2015	-	\$40 Individual	\$80 Family
2015-2016	-	7.5% of premium	
2016-2017	-	7.5% of premium	
2017-2018	-	8.5% of premium	
2018-2019	-	10% of premium	

3. **125 Account**

- a. The District agrees to establish a Section 125 plan of the Internal Revenue Code which allows participants the option of deferring salary on a pre-tax basis to pay for medical premiums, medical co-pays and deductibles, prescription drugs, dental care, eye care, dependent care, and other qualifying expenses of such plans. The employer shall establish this benefit in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code, as amended, including the development of a separate plan document to be approved by the Association, and the filing of all initial and subsequent documentation required to maintain such a plan. The employer agrees to establish said plan by September 1, 2006, or as soon thereafter as possible.
- b. The Flexible Spending Account program shall be implemented and administered by Kades-Margolis or the currently endorsed PSEA provider and their designated administrator and insurance carrier.
- c. The District will establish a payroll deduction slot for the current vendor or their designated administrator and insurance carrier. The District will allow a 30 minute yearly information meeting in each building and an individual 15 minute personal counseling session with the 125 counselors to insure proper communication and sign up opportunities for all eligible employees. An employee may elect to withdraw or enroll from

the plan on a yearly basis at times approved by the District, the Association, the plan administrator and the Internal Revenue Code.

- d. Employees, at their option, may choose to participate in said plan in accordance with the following provisions:
 - (1) Employees must provide written notification, prior to the start of the plan year, of the amount they choose to contribute to a flexible spending account. Changes during the plan year will be allowed only when there is a change in employee or employee family status as defined by the IRS.
 - (2) The maximum contribution for each employee shall be \$3,000 for the flexible spending accounts and up to the maximum dollar amount allowable under law for the dependent care accounts. The designated amount shall be deducted from the employee's salary through payroll deduction in equal installments over the period of the plan year.
 - (3) Employees must use the money designated for allowable expenses within the plan year or forfeit unused amounts. Employees shall have ninety (90) days following the conclusion of the plan year to submit any expenses within the plan year for reimbursement. Any forfeited balances shall be used by the employer to offset administrative costs of operating the plan.
 - (4) The period of coverage shall be twelve (12) months or the entire length of any shortened plan year agreed upon by the parties. Effective 2006, the plan year shall commence on September 1, 2006.
 - (5) The participant must provide written substantiation of any claim prior to being reimbursed. Reimbursement shall be made once \$25 of claims have been submitted to the administrator and will only be made for claims incurred during the period of coverage. All aspects of reimbursement will be handled directly by the plan administrator.
- e. The Association and employer will support all educational programs involving this product and will encourage employees to participate in the plan.
- f. The Association agrees that once the plan is established the District's only obligation thereafter will be to make the

appropriate contributions. The Association agrees to save and hold harmless the District for any and all other claims that arise.

4. A 30-day window period will be offered each year of this agreement, between September 1 up to and including September 30, for any employee who has previously selected Preferred Provider Organization to change health care plans back to the Indemnity program subject to the contributions as outlined above. Employees may move from the Indemnity program to Preferred Provider Organization at any time during the life of this collective bargaining agreement subject to any requirements and limitations of the carrier.
5. In the event two (2) employees of the District are spouses, the District will provide individual coverage to each employee, however, they can elect husband and wife or family coverage as long as one (1) employee is designated as primary and the other employee as dependent.
6. Any employee electing not to receive health care insurance coverage benefits in any year of the Agreement shall be paid six thousand dollars (\$6,000.00) for each year of such election in lieu of such health care insurance. If both spouses are employees of the School District, then neither employee (spouse) shall be eligible for the health insurance opt-out payment but shall be entitled to one family health plan coverage. Any current spouses that received the opt-out payment provision before the signing of this agreement shall continue to be eligible for the opt-out provision. The District will pay an employee who did not elect health insurance in the prior year by August 1 of the next year the six thousand dollars (\$6,000).
7. The obligation of the District is to make the required premium payments. Any dispute concerning coverage, eligibility, etc., is governed by the terms of the insurance contract and is to be settled by the employee and the carrier. The District will not be a party to such disputes and will not be liable for any resolution thereof.
8. All benefits shall be in accordance with the provisions of the insurance policies provided by the Board. No sick leave or other benefits provided by this Agreement shall pay or benefit the employee more than the employee's daily rate.

B. Life Insurance

The Employer shall pay the premium of term life insurance and accidental death and dismemberment insurance policy for each employee in the amount of \$30,000.00 in each year of this Agreement.

C. Dental

The Employer agrees to offer the level of coverage provided by the Allegheny County Schools Health Insurance Consortium Standard Dental Plan including basic, Riders A, B, C, and D and the employer shall pay the following percentage of the premiums for the 2014-2015 school year:

Individual-100%

Family- 95%

D. Vision

The Employer will make available a basic vision care plan through the Allegheny County Schools Health Insurance Consortium and will pay the premium as follows for the 2014-2015 school year:

Individual-100%

Family- 95%

ARTICLE XXVII Extra Pay for Extra Duty

A. Professional Assignment

Supplementary activities over and above those included in contractual requirements will be accomplished by compensation in the form of additional remuneration. These supplementary assignments should be regarded as professional assignments requiring a high standard of performance.

B. Remuneration

Professional employees will be paid for homebound instruction and curriculum development work, which is done outside the regular work day at the rate of thirty dollars (\$30.00) per hour. Effective in the 2015-2016 school year and each year thereafter, professional employees will be paid for homebound instruction and curriculum development work, which is done outside the regular work day at the rate of thirty-two (\$32.00) per hour.

ARTICLE XXVIII Retirement Incentive Program
--

The Steel Valley School District recognizes a need to provide an incentive for interested and eligible employees to retire.

A. Benefits

Any eligible employee electing to participate in the Retirement Incentive Program (RIP) will qualify for the following:

1. Twelve thousand dollars (\$12,000) retirement incentive each year for ten years.
2. One hundred dollars (\$100) for each unused sick day at the time of retirement. Effective in 2015-16 and each year thereafter, one hundred dollars (\$100) for each unused sick day at the time of retirement up to a maximum payout of \$19,200.
 - a. By July 31 in the calendar year of retirement, each retiree will receive a twelve thousand dollar (\$12,000) incentive, plus an amount for unused sick days as defined in (2) above, payable as a district contribution into the retiree's 403(b) tax sheltered account established through Kades-Margolis Corporation, the Association's selected provider. There shall be no cash option for this provision.
 - b. Regarding 403(b) contributions, in each of the next five (5) calendar years the District shall make additional 403(b) contributions equal to twelve thousand dollars (\$12,000) for each retiree. Thereafter, in each of the next following four (4) calendar years, the District shall pay twelve thousand dollars (\$12,000) directly to each retiree.
3. The right to purchase health care insurance from the school district's insurance carrier at the district's rate or from any other source of the retiree's choosing.
4. A 30-day window period will be offered each year of this agreement, between September 1 up to and including September

30, for any employee who has previously opted out of the District's Health Care plan to change health care plans back to the District plan. Employees may move into and out of the District Health Care plan at any time, subject to the time limits above and any requirements and limitations of the carrier.

5. Installments will be paid monthly, quarterly, semi-annually, or annually as selected by the retiree.
6. In the event that the retiree dies within this ten-year period, installments will continue to be paid to his/her spouse for the remainder of the ten-year period. Upon the death of the retiree and the retiree's spouse, the remaining installments will be paid to the estate.

B. Eligibility Requirements

During the duration of the contract, the Retirement Incentive Program (RIP) will be made available to anyone who meets the following criteria:

1. a. Is fifty-five (55) years of age or older with a minimum of ten (10) years of service in the Steel Valley School District. Effective in the 2015-16 school year and each year thereafter, is fifty-five (55) years of age or older with a minimum of fifteen (15) years of service in the Steel Valley School District.

OR

- b. Has thirty (30) years of service or greater regardless of age.

AND

2. Attains step seventeen (17) or greater on the Steel Valley School District Salary Scale.

AND

3. Submits to the Superintendent, 120 days prior to the date he/she intends to retire an irrevocable written notification that he/she will retire. Exceptions to the 120-day notification will be made to those employees whose retirement is forced due to medical reasons certified by a physician.

AND

4. Must not be subject to a Permanent Disability Retirement.

AND

5. Employee must elect the retirement incentive when he or she reaches the minimum requirements for superannuation retirement qualification, which shall be defined as age plus years of service and which totals ninety-two (92).
 - a. If employee fails to elect retirement incentive when he or she reaches the minimum requirements for superannuation retirement qualification then he or she shall forfeit the entirety of the retirement incentive.
 - b. Current employees who are at or obtain superannuation during the life of this contract must opt to retire no later than one day before the expiration of this contract or he/she shall forfeit the Retirement Incentive Program.

ARTICLE XXIX
Fair Share

- A. Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for in Act 84 of 1988.
- B. The Association agrees to extend to all non-members the opportunity to join the Association.
- C. The School District and the Association agree to comply with all provisions of said law.
- D. If any legal action is brought against the School District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District by the Association's expense and through counsel selected by the Association with concurrence of the School District. The School District agrees to give the Association prompt notice of any such legal action brought against it and agrees to provide reasonable cooperation with the Association in the defense of the case.
- E. The Association agrees in any action so defended 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 it is expressly understood that this save harmless provision will not apply to any legal action which may arise as the result of any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligation under this Article.
- F. Said fee will be determined by the Association and will be communicated to the Business Office of the School District.

ARTICLE XXX
Signature

The parties hereto have negotiated, understood and read the foregoing provisions of the Collective Bargaining Agreement, being duly authorized to bind the party they represent, and intending to be legally bound, have made and entered into this Agreement this 12th day of March, 2015.

WITNESS: BOARD OF SCHOOL DIRECTORS
OF THE STEEL VALLEY SCHOOL
DISTRICT

Secretary

President

WITNESS: STEEL VALLEY
EDUCATION ASSOCIATION

Vice President

President

Appendix A

2014 – 2015	Year 1	1 Step (Steps 1-17 + \$500, Step 18 + \$900)
2015 – 2016	Year 2	2 Steps (Steps 1-17 + \$0, Step 18 + \$900)
2016 – 2017	Year 3	1 Step (Steps 1-17 + 600, Step 18 + \$800)
2017 – 2018	Year 4	1 Step (Steps 1-17 + \$700, Step 18 + \$800)
2018 – 2019	Year 5	1 Step (Steps 1-17 + \$750, Step 18 + \$900)

Salary Schedule 2014-2015

From Top	Step	Bachelors	Masters
17	1	\$43,183	\$44,674
16	2	\$44,132	\$45,621
15	3	\$45,080	\$46,570
14	4	\$46,672	\$48,163
13	5	\$48,434	\$49,924
12	6	\$50,228	\$51,719
11	7	\$51,991	\$53,481
10	8	\$53,752	\$55,243
9	9	\$55,514	\$57,004
8	10	\$57,275	\$58,766
7	11	\$59,036	\$60,527
6	12	\$60,798	\$62,288
5	13	\$62,560	\$64,051
4	14	\$64,592	\$66,083
3	15	\$66,354	\$67,844
2	16	\$70,079	\$71,570
1	17	\$74,145	\$75,635
Top	18	\$91,638	\$93,151

Salary Schedule
2015-2016

From Top	Step	Bachelors	Masters
17	1	\$43,183	\$44,674
16	2	\$44,132	\$45,621
15	3	\$45,080	\$46,570
14	4	\$46,672	\$48,163
13	5	\$48,434	\$49,924
12	6	\$50,228	\$51,719
11	7	\$51,991	\$53,481
10	8	\$53,752	\$55,243
9	9	\$55,514	\$57,004
8	10	\$57,275	\$58,766
7	11	\$59,036	\$60,527
6	12	\$60,798	\$62,288
5	13	\$62,560	\$64,051
4	14	\$64,592	\$66,083
3	15	\$66,354	\$67,844
2	16	\$70,079	\$71,570
1	17	\$74,145	\$75,635
Top	18	\$92,538	\$94,051

Salary Schedule
2016-2017

From Top	Step	Bachelors	Masters
17	1	\$43,783	\$45,274
16	2	\$44,732	\$46,221
15	3	\$45,680	\$47,170
14	4	\$47,272	\$48,763
13	5	\$49,034	\$50,524
12	6	\$50,828	\$52,319
11	7	\$52,591	\$54,081
10	8	\$54,352	\$55,843
9	9	\$56,114	\$57,604
8	10	\$57,875	\$59,366
7	11	\$59,636	\$61,127
6	12	\$61,398	\$62,888
5	13	\$63,160	\$64,651
4	14	\$65,192	\$66,683
3	15	\$66,954	\$68,444
2	16	\$70,679	\$72,170
1	17	\$74,745	\$76,235
Top	18	\$93,338	\$94,851

Salary Schedule
2017-2018

From Top	Step	Bachelors	Masters
17	1	\$44,483	\$45,974
16	2	\$45,432	\$46,921
15	3	\$46,380	\$47,870
14	4	\$47,972	\$49,463
13	5	\$49,734	\$51,224
12	6	\$51,528	\$53,019
11	7	\$53,291	\$54,781
10	8	\$55,052	\$56,543
9	9	\$56,814	\$58,304
8	10	\$58,575	\$60,066
7	11	\$60,336	\$61,827
6	12	\$62,098	\$63,588
5	13	\$63,860	\$65,351
4	14	\$65,892	\$67,383
3	15	\$67,654	\$69,144
2	16	\$71,379	\$72,870
1	17	\$75,445	\$76,935
Top	18	\$94,138	\$95,651

Salary Schedule
2018-2019

From Top	Step	Bachelors	Masters
17	1	\$45,233	\$46,724
16	2	\$46,182	\$47,671
15	3	\$47,130	\$48,620
14	4	\$48,722	\$50,213
13	5	\$50,484	\$51,974
12	6	\$52,278	\$53,769
11	7	\$54,041	\$55,531
10	8	\$55,802	\$57,293
9	9	\$57,564	\$59,054
8	10	\$59,325	\$60,816
7	11	\$61,086	\$62,577
6	12	\$62,848	\$64,338
5	13	\$64,610	\$66,101
4	14	\$66,642	\$68,133
3	15	\$68,404	\$69,894
2	16	\$72,129	\$73,620
1	17	\$76,195	\$77,685
Top	18	\$95,038	\$96,551

**Appendix B
Supplementals**

**SUPPLEMENTAL CONTRACTS
Positions and Minimum Salaries**

ACTIVITY	2014-15	2015-16	2016-17	2017-18	2018-19
Athletic/Activities Director	10,073.65	10,073.65	10,073.65	10,073.65	10,073.65
Baseball					
Head Coach	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
Basketball					
Boys Head Varsity Coach	7,339.36	7,339.36	7,339.36	7,339.36	7,339.36
Boys Varsity Assistant	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Boys Coach - 9th Grade	3,309.91	3,309.91	3,309.91	3,309.91	3,309.91
Boys Coach - 7th & 8 th	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Boys Ass't Coach -7th & 8th	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Girls Head Varsity Coach	7,339.36	7,339.36	7,339.36	7,339.36	7,339.36
Girls Varsity Assistant	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Girls Coach - 9th Grade	3,309.91	3,309.91	3,309.91	3,309.91	3,309.91
Girls Coach - 7th & 8 th	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Girls Ass't Coach - 7th & 8th	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Cheerleaders					
Varsity Coach	3,453.81	3,453.81	3,453.81	3,453.81	3,453.81
Jr. Varsity Coach	1,870.81	1,870.81	1,870.81	1,870.81	1,870.81
Middle School Coach	1,583.00	1,583.00	1,583.00	1,583.00	1,583.00
Cross Country					
Head Coach	2,158.64	2,158.64	2,158.64	2,158.64	2,158.64

Bowling					
Head Coach	1,870.81	1,870.81	1,870.81	1,870.81	1,870.81
Football					
Head Varsity Coach	9,498.01	9,498.01	9,498.01	9,498.01	9,498.01
Varsity Assistant Coach	5,036.81	5,036.81	5,036.81	5,036.81	5,036.81
Varsity Assistant Coach	5,036.81	5,036.81	5,036.81	5,036.81	5,036.81
Varsity Assistant Coach	5,036.81	5,036.81	5,036.81	5,036.81	5,036.81
Varsity Assistant Coach	5,036.81	5,036.81	5,036.81	5,036.81	5,036.81
Golf					
Head Coach	2,302.55	2,302.55	2,302.55	2,302.55	2,302.55
Intramurals					
Supervisor - HS	1,726.91	1,726.91	1,726.91	1,726.91	1,726.91
Supervisor - MS	1,726.91	1,726.91	1,726.91	1,726.91	1,726.91
Supervisor - Barrett	1,295.19	1,295.19	1,295.19	1,295.19	1,295.19
Supervisor - Park	1,295.19	1,295.19	1,295.19	1,295.19	1,295.19
Supervisor - Franklin	295.02	295.0215	295.02	295.02	295.02
Soccer					
Boys Head Coach	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Boys Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
Girls Head Coach	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Girls Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
MS Boys Coach	2,445.80	2,445.80	2,445.80	2,445.80	2,445.80
MS Girls Coach	2,445.80	2,445.80	2,445.80	2,445.80	2,445.80
Softball					
Head Coach	4,461.19	4,461.19	4,461.19	4,461.19	4,461.19
Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
Assistant Coach	2,878.19	2,878.19	2,878.19	2,878.19	2,878.19
Swimming					
Head Coach	3,166.00	3,166.00	3,166.00	3,166.00	3,166.00
Assistant Coach	2,158.64	2,158.64	2,158.64	2,158.64	2,158.64

Volleyball

Boys Head Coach	3,166.00	3,166.00	3,166.00	3,166.00	3,166.00
Boys Assistant Coach	2,158.64	2,158.64	2,158.64	2,158.64	2,158.64
Girls Head Coach	3,166.00	3,166.00	3,166.00	3,166.00	3,166.00
Girls Assistant Coach	2,158.64	2,158.64	2,158.64	2,158.64	2,158.64
Girls Middle School-7th	1,439.10	1,439.10	1,439.10	1,439.10	1,439.10
Girls Middle School-8th	1,439.10	1,439.10	1,439.10	1,439.10	1,439.10
Boys Middle School	1,798.87	1,798.87	1,798.87	1,798.87	1,798.87

High School

Art Club	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Band Director	5,756.36	5,756.36	5,756.36	5,756.36	5,756.36
Band Assistant Director	2,302.55	2,302.55	2,302.55	2,302.55	2,302.55
Band Aux Unit Coordinator	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Choral Director	2,302.55	2,302.55	2,302.55	2,302.55	2,302.55
Commencement	863.45	863.4533	863.45	863.45	863.45
Drama - Spring Musical Director	2,302.55	2,302.55	2,302.55	2,302.55	2,302.55
Drama Choreographer	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Drama Vocal	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Drama Instrumental	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Drama Stage Production	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Drama Fall Play Prod Director	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Environmental Club	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Foreign Language-French	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Foreign Language-Spanish	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Literary Magazine	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
National Honor Society	728.52	728.5178	728.52	728.52	728.52
Prom	1,295.19	1,295.19	1,295.19	1,295.19	1,295.19
SADD	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Senior Class	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Stage Tech	1,151.26	1,151.26	1,151.26	1,151.26	1,151.26
Student Government	2,734.27	2,734.27	2,734.27	2,734.27	2,734.27
Video Productions	1,870.81	1,870.81	1,870.81	1,870.81	1,870.81
Yearbook	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Web Site Manager	2,158.64	2,158.64	2,158.64	2,158.64	2,158.64

Middle School

Academic Challenges	359.77	359.7739	359.77	359.77	359.77
Band	1,112.34	1,112.34	1,112.34	1,112.34	1,112.34
Drama	1,112.34	1,112.34	1,112.34	1,112.34	1,112.34
Student Government	1,367.13	1,367.13	1,367.13	1,367.13	1,367.13
Yearbook	1,223.23	1,223.23	1,223.23	1,223.23	1,223.23

Barrett

Elementary Music	767.52	767.5197	767.52	767.52	767.52
Safety Patrol	575.64	575.6423	575.64	575.64	575.64

Park

Elementary Music	767.52	767.5197	767.52	767.52	767.52
Safety Patrol	575.64	575.6423	575.64	575.64	575.64

Department Heads**Grades 6-12**

Mathematics	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Science	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Language Arts	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Foreign Language	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Social Studies	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Technical and Info Science	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Fine Arts	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Wellness	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45
Health and Physical Education	2,446.45	2,446.45	2,446.45	2,446.45	2,446.45