

**CONTRACT AGREEMENT**  
**BETWEEN**  
**THE SAYRE AREA EDUCATION ASSOCIATION**  
**AND**  
**THE SAYRE AREA SCHOOL DISTRICT**

**July 1, 2013 – June 30, 2019**

## **PREAMBLE**

This Agreement entered into this **27th** day of **June, 2016**, by and between the Board of Education of the Sayre Area School District, Sayre, Bradford County, Pennsylvania, hereinafter called the "District", and the Sayre Area Education Association hereinafter called the "Association".

## **WITNESSETH**

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

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

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## AGREEMENT

### I. Recognition

The Sayre Area Education Association, PSEA-NEA, hereinafter called the Association, is hereby recognized by the Board of School Directors of the Sayre Area School District, 333 West Lockhart Street, Sayre, Pennsylvania, 18840, hereinafter called the District, as the bargaining agent for the full-time professional employees identified in the bargaining unit under regular contract, hereinafter called the bargaining unit, and for the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this agreement sets forth the terms and conditions to which each party agrees to be bound, and that such agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

Both parties agree that the provisions of this agreement shall apply only to those employees who are members of the bargaining unit.

### II. Term of Agreement

The term of this agreement shall begin on July 1**2013** and shall continue in full force and effect until June 30, **2019** or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date, or any other modification hereof, shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

### III. No Strike - No Lock Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania public employee bargaining law, Act 195, and Act 88. As a condition of the various provisions of this agreement to which the parties have agreed, the Association pledges that members of the Bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this agreement, and the School District pledges that it will not conduct, or cause to be conducted, a lock out during the term of this agreement as that term is defined in Act 88.

### IV. Wage and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A, made part of this agreement, and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this agreement.

In the event that the term of this agreement shall be extended as provided in Section II above, and in the event that such mutually agreed upon changes result as a condition of such an extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this agreement.

### V. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Appendix B attached to and made part of this agreement.

Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II above, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made a part of this agreement.

#### VI. Hours of Work and Other Conditions of Employment

The parties agree that hours of work and other conditions of employment to be effected by this agreement are accurately reflected in Appendix C attached to this agreement.

Changes in hours of work and other conditions of employment to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II above, shall be evidenced by a revised Appendix C which shall be executed by the parties and attached hereto and made part of this agreement.

#### VII. Grievance Procedures

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

It is agreed that for the purpose of this agreement a grievance is defined as follows:

A grievance is an alleged misinterpretation or misapplication of the provisions of this collective bargaining agreement.

The parties agree that grievances which arise out of the interpretation or application of this agreement, shall be resolved in accordance with the grievance procedure described in Appendix D attached hereto and made part of this agreement.

#### VIII. Job Security and Job Progression

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

In the event that additional provisions not inconsistent or in conflict with those enumerated in the School Code shall be agreed upon by the parties with respect to job security, job progression, and reduction in force, such provisions shall be evidenced by a revised Appendix C which shall be executed by the parties and attached hereto and made part of this agreement.

#### IX. Negotiation of a Successor Agreement

The parties agree to enter into collective bargaining over a successor agreement no later than January 10, 2019 provided, however, that the Association at that time continues to be certified as the sole and exclusive bargaining agent for the bargaining unit covered by this agreement. Any agreement so negotiated shall be reduced to writing after ratification by the parties.

The Board of Education agrees to underwrite the costs of printing the contract in booklet form. The Sayre Area Education Association shall be responsible for the distribution of the contract to the bargaining unit.

X. Waivers

The parties agree that the contract is binding for the stated duration and that no additional negotiations will be conducted on any item, whether contained herein or not during the life of this agreement.

XI. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

XII. Merger or Consolidation

In the event of any merger or consolidation with any other school district(s) during the term of this contract, this contract shall remain in full force and effect until a new contract is negotiated. This contract may be extended by the parties and/or successor parties.

Any reduction in staff made possible by a merger with another district would be achieved only by attrition.

The signatures hereon attest to the ratification of the provisions of this contract by the Sayre Area Education Association and the Sayre Area School District Board of Education.

SAYRE AREA EDUCATION ASSOCIATION

BOARD OF SCHOOL DIRECTORS  
SAYRE AREA SCHOOL DISTRICT

BY: \_\_\_\_\_  
Association President

BY: \_\_\_\_\_  
School Board President

DATE: \_\_\_\_\_

Signed before me this \_\_\_\_\_ day of \_\_\_\_\_, **2016**.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## APPENDIX "A"

### Wage and Salary Provisions

#### A. NEW PROFESSIONAL EMPLOYEES - PRIOR SERVICE

##### 1. Proper Certification in Assigned Areas

A teacher, properly certificated in the assigned teaching area, entering the School District shall receive credit for up to five (5) years for comparable previous teaching experiences, provided, however, that in specific instances the District shall have the option to increase the amount of the credit granted. Prior service must be continuous and on at least a Bachelor's Degree.

##### 2. Continuous Service

Shall mean teaching with proper certification in any public school for more than one year prior to being employed by the School District. The above mentioned teaching experience must be continuous, and not represent any interrupted service, unless all service had been given to the Sayre Area School District or the component parts in which case all service will be credited whether continuous or not. Military leave, sabbatical leave, maternity leave, and any special leave granted by the school district with the understanding that the professional employee is to return, will not be considered as any part of interrupted time.

##### 3. Certification

Proper certification is referred to as an official statement or certificate from the Pennsylvania Department of Education certifying the professional employee to teach the discipline assigned.

##### 4. Proper Step

Proper step shall be determined by the following:

- a. Total years of credited steps received at initial time of employment by the School District and advancing each year in accordance with the step placement chart, not to exceed the appropriate number of steps on the salary schedule.
- b. "Plus 12 hours" and "plus 24 hours" to indicate any twelve (12) graduate hours, or twenty-four (24) graduate hours over and beyond the Bachelors, Masters Degree or Masters Equivalency which is substantiated by an official transcript or letter under seal from the proper institution.

5. "Masters Equivalency" shall not be recognized unless satisfactory evidence of certification granted by the Pennsylvania Department of Education is on file with the district.

#### B. SPECIAL PROVISIONS

1. Any professional employee fulfilling the requirements to be placed on the salary steps - Bachelors, Bachelors plus 12 graduate hours, Bachelors plus 24 graduate hours, Bachelors plus 36 graduate hours, Masters or Masters Equivalency, Masters or Masters Equivalency plus 12 graduate hours, Masters or Masters Equivalency plus 24 graduate hours, Masters or Masters Equivalency plus 36 graduate hours, Masters or Masters Equivalency plus 48 graduate hours, Masters or Masters Equivalency plus 60 graduate hours, or Earned Doctorate shall have his salary adjusted at the beginning of the next semester to the appropriate step which has been determined by an official transcript or letter under seal from the proper institution to the District Superintendent certifying the additional credits or degrees. However, if such certification is presented within 30 calendar days following



the beginning of a semester, the employee shall be recognized on the adjusted salary step in that same semester.

2. The School District reserves the right to determine any beginning or other salaries or wherein it is considered for the best interest of the school system, however, no employee shall be placed on a horizontal level (e.g. Bachelor's **24**) which he has not earned. In no case shall an employee receive in excess of the maximum salary in the appropriate vertical column.
3. Commencing July 1, 2008 or with signing of this agreement any employee hired thereafter, who has been granted a Master Equivalency Letter of Certification by the Pennsylvania Department of Education shall not advance beyond the Bachelors plus **24**, until such time as he/she receives a Masters Degree in the education profession from an accredited university.
4. Any salary schedule mandated by the School Code of Pennsylvania shall in no way be considered in addition to this salary schedule. In the event any portion of this salary schedule does not comply with the requirements of the state mandate, the School District reserves the right to adjust the schedule in accordance with mandate of the Commonwealth of Pennsylvania.
- 5. Beginning with the 2016-2017 School Year, no bargaining unit member shall be allowed to move into the B+12, B+36, and M+12 columns, but any members in these columns prior to the onset of the 2016-2017 school year shall be allowed to remain in the column. After any one of the three columns is vacated by all members, that column shall be deemed eliminated.**

#### **C. METHOD OF PAYMENT**

1. During the school year, professional employees will be paid every other Friday, except if the payday is a holiday. In that case, professional employees shall be paid on the workday before the holiday. Payment **shall** be through direct electronic deposit to account(s) (subject to software limitations) of the employee's choice after the appropriate deductions have been made. New employees shall have 30 days to designate their account(s) for direct deposit. On each payday, professional employees shall be paid one twenty-sixth (1/26) of the salary for the school term, subject to subsection C.2. below. At no time shall any employee be paid in excess of his earned salary.
2. Professional employees may, at their option, be paid on the last payday in June the remaining amount due under the contract salary. (Forms to be supplied by the District with the first paycheck in January.) In order to participate in this option, the District must be notified in writing on or before January 31 of each year, except in the case of a bonafide emergency, which will be addressed solely by the Superintendent on a case-by-case basis without creating precedent; nor shall any determination herein be subject to the grievance procedure. Notice under this section may not be revoked for the year in which the lump sum payment is requested except for emergency situations which will be addressed as set forth above.

#### **D. PER DIEM RATE**

1. Commencing with the 2009-2010 school year, any per diem deduction shall be made on the basis of 1/187<sup>th</sup> of the employee's annual salary.
2. Any work performed after June 30 shall be paid based on the new school year salary schedule.

**E. HOMEBOUND/TUTOR HOURLY RATE**

**Beginning with the 2015/16 school year, any** ~~Any~~ professional employee ~~tutoring~~ **teaching** in the Homebound Instruction Program, **performing extended school year duties, or tutoring outside contractual hours when assigned by the Administration,** shall be reimbursed at the hourly rate of **twenty-seven dollars (\$27.00).**

**F. INDUCTION/MENTOR**

An employee who serves as a mentor for an employee in the induction program shall be paid at 1% of the Career Rate (Masters, Step 11). (To be renegotiated should a new job description warrant it.)

**G. ANNUITIES**

The total number of annuity plans/companies maintained for bargaining unit employee payroll deductions shall be limited in such manner as to not exceed twelve (12) separate disbursements by the district. When an annuity plan/company falls into non-use by bargaining unit members, the association president will be notified of such by the business office and the association shall be given the opportunity to recommend a replacement company. If more than one replacement plan/company is recommended, the plan/company selected will be the one requested by the greatest number of employees. If no replacement company/plan is recommended, the unused plan/company will be deleted. Notification of unused plans/companies will occur on an annual basis.

**H. DRIVER'S EDUCATION**

Any properly certificated professional employee providing in-car instruction for driver education outside of the contracted school day shall be reimbursed at the hourly rate of \$22.00.

**I. STEP PLACEMENT CHART FOR THE 2008-2013 SALARY SCHEDULE**

<b>Step Placement Chart for the 2013-2019 Salary Schedules</b>						
<b>Base Year 2012-13</b>	<b>First Year 2013-14</b>	<b>Second Year 2014-15</b>	<b>Third Year 2015-16</b>	<b>Fourth Year 2016-17</b>	<b>Fifth Year 2017-18</b>	<b>Sixth Year 2018-19</b>
						1
					1	2
				1	2	3
			1	2	3	4
			2	3	4	5
1	1	1	3	4	5	6
2	2	2	4	5	6	7
3	3	3	5	6	7	8
4	4	4	6	7	8	9
5	5	5	7	8	9	10
6	6	6	8	9	10	11
7	7	7	9	10	11	11
8	8	8	10	11	11	11
9	9	9	11	11	11	11
10	10	10	11	11	11	11
11	11	11	11	11	11	11

Professional employees shall progress through the salary schedule in a horizontal manner on the above step placement chart beginning from their **2012-2013** step.

**J. 2008-201 SALARY SCHEDULES**

All bargaining unit members employed during the 2013-2014 school year shall receive a one-time, off-scale stipend of five hundred dollars (\$500).

All bargaining unit members employed during the 2014-2015 school year shall receive a one-time, off-scale stipend of one thousand one hundred dollars (\$1,100).

Sayre Area Education Association											
SALARY SCHEDULE											
2013-2014 (First Year)											
To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$51,999	\$53,085	\$54,170	\$55,254	\$56,339	\$57,424	\$58,509	\$59,594	\$60,678	\$61,763
9	2	\$52,999	\$54,085	\$55,170	\$56,254	\$57,339	\$58,424	\$59,509	\$60,594	\$61,678	\$62,763
8	3	\$53,999	\$55,085	\$56,170	\$57,254	\$58,339	\$59,424	\$60,509	\$61,594	\$62,678	\$63,763
7	4	\$54,999	\$56,085	\$57,170	\$58,254	\$59,339	\$60,424	\$61,509	\$62,594	\$63,678	\$64,763
6	5	\$55,999	\$57,085	\$58,170	\$59,254	\$60,339	\$61,424	\$62,509	\$63,594	\$64,678	\$65,763
5	6	\$57,589	\$58,705	\$59,821	\$60,936	\$62,052	\$63,167	\$64,283	\$65,399	\$66,514	\$67,630
4	7	\$59,223	\$60,371	\$61,519	\$62,666	\$63,813	\$64,960	\$66,108	\$67,255	\$68,402	\$69,549
3	8	\$60,904	\$62,085	\$63,265	\$64,444	\$65,624	\$66,804	\$67,984	\$69,164	\$70,344	\$71,523
2	9	\$62,633	\$63,847	\$65,060	\$66,273	\$67,487	\$68,700	\$69,914	\$71,127	\$72,340	\$73,553
1	10	\$64,411	\$65,659	\$66,907	\$68,155	\$69,402	\$70,650	\$71,898	\$73,146	\$74,393	\$75,641
Top	11	\$66,239	\$67,523	\$68,806	\$70,089	\$71,372	\$72,655	\$73,939	\$75,222	\$76,505	\$77,788

Sayre Area Education Association											
SALARY SCHEDULE											
2014-2015 (Second Year)											
To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$51,999	\$53,085	\$54,170	\$55,254	\$56,339	\$57,424	\$58,509	\$59,594	\$60,678	\$61,763
9	2	\$52,999	\$54,085	\$55,170	\$56,254	\$57,339	\$58,424	\$59,509	\$60,594	\$61,678	\$62,763
8	3	\$53,999	\$55,085	\$56,170	\$57,254	\$58,339	\$59,424	\$60,509	\$61,594	\$62,678	\$63,763
7	4	\$54,999	\$56,085	\$57,170	\$58,254	\$59,339	\$60,424	\$61,509	\$62,594	\$63,678	\$64,763
6	5	\$55,999	\$57,085	\$58,170	\$59,254	\$60,339	\$61,424	\$62,509	\$63,594	\$64,678	\$65,763
5	6	\$57,589	\$58,705	\$59,821	\$60,936	\$62,052	\$63,167	\$64,283	\$65,399	\$66,514	\$67,630
4	7	\$59,223	\$60,371	\$61,519	\$62,666	\$63,813	\$64,960	\$66,108	\$67,255	\$68,402	\$69,549
3	8	\$60,904	\$62,085	\$63,265	\$64,444	\$65,624	\$66,804	\$67,984	\$69,164	\$70,344	\$71,523
2	9	\$62,633	\$63,847	\$65,060	\$66,273	\$67,487	\$68,700	\$69,914	\$71,127	\$72,340	\$73,553
1	10	\$64,411	\$65,659	\$66,907	\$68,155	\$69,402	\$70,650	\$71,898	\$73,146	\$74,393	\$75,641
Top	11	\$66,239	\$67,523	\$68,806	\$70,089	\$71,372	\$72,655	\$73,939	\$75,222	\$76,505	\$77,788

**Sayre Area Education Association  
SALARY SCHEDULE  
2015-2016 (Third Year)**

To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$52,499	\$53,585	\$54,670	\$55,754	\$56,839	\$57,924	\$59,009	\$60,094	\$61,178	\$62,263
9	2	\$53,749	\$54,835	\$55,920	\$57,004	\$58,089	\$59,174	\$60,259	\$61,344	\$62,428	\$63,513
8	3	\$54,749	\$55,835	\$56,920	\$58,004	\$59,089	\$60,174	\$61,259	\$62,344	\$63,428	\$64,513
7	4	\$55,749	\$56,835	\$57,920	\$59,004	\$60,089	\$61,174	\$62,259	\$63,344	\$64,428	\$65,513
6	5	\$56,749	\$57,835	\$58,920	\$60,004	\$61,089	\$62,174	\$63,259	\$64,344	\$65,428	\$66,513
5	6	\$58,339	\$59,455	\$60,571	\$61,686	\$62,802	\$63,917	\$65,033	\$66,149	\$67,264	\$68,380
4	7	\$59,973	\$61,121	\$62,269	\$63,416	\$64,563	\$65,710	\$66,858	\$68,005	\$69,152	\$70,299
3	8	\$61,654	\$62,835	\$64,015	\$65,194	\$66,374	\$67,554	\$68,734	\$69,914	\$71,094	\$72,273
2	9	\$63,383	\$64,597	\$65,810	\$67,023	\$68,237	\$69,450	\$70,664	\$71,877	\$73,090	\$74,303
1	10	\$65,161	\$66,409	\$67,657	\$68,905	\$70,152	\$71,400	\$72,648	\$73,896	\$75,143	\$76,391
Top	11	\$66,989	\$68,273	\$69,556	\$70,839	\$72,122	\$73,405	\$74,689	\$75,972	\$77,255	\$78,538

**Sayre Area Education Association  
SALARY SCHEDULE  
2016-2017 (Fourth Year)**

To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$52,999	\$54,085	\$55,170	\$56,254	\$57,339	\$58,424	\$59,509	\$60,594	\$61,678	\$62,763
9	2	\$54,749	\$55,835	\$56,920	\$58,004	\$59,089	\$60,174	\$61,259	\$62,344	\$63,428	\$64,513
8	3	\$55,749	\$56,835	\$57,920	\$59,004	\$60,089	\$61,174	\$62,259	\$63,344	\$64,428	\$65,513
7	4	\$56,749	\$57,835	\$58,920	\$60,004	\$61,089	\$62,174	\$63,259	\$64,344	\$65,428	\$66,513
6	5	\$57,749	\$58,835	\$59,920	\$61,004	\$62,089	\$63,174	\$64,259	\$65,344	\$66,428	\$67,513
5	6	\$59,339	\$60,455	\$61,571	\$62,686	\$63,802	\$64,917	\$66,033	\$67,149	\$68,264	\$69,380
4	7	\$60,973	\$62,121	\$63,269	\$64,416	\$65,563	\$66,710	\$67,858	\$69,005	\$70,152	\$71,299
3	8	\$62,654	\$63,835	\$65,015	\$66,194	\$67,374	\$68,554	\$69,734	\$70,914	\$72,094	\$73,273
2	9	\$64,383	\$65,597	\$66,810	\$68,023	\$69,237	\$70,450	\$71,664	\$72,877	\$74,090	\$75,303
1	10	\$66,161	\$67,409	\$68,657	\$69,905	\$71,152	\$72,400	\$73,648	\$74,896	\$76,143	\$77,391
Top	11	\$67,989	\$69,273	\$70,556	\$71,839	\$73,122	\$74,405	\$75,689	\$76,972	\$78,255	\$79,538

**Sayre Area Education Association  
SALARY SCHEDULE  
2017-2018 (Fifth Year)**

To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$53,499	\$54,585	\$55,670	\$56,754	\$57,839	\$58,924	\$60,009	\$61,094	\$62,178	\$63,263
9	2	\$55,749	\$56,835	\$57,920	\$59,004	\$60,089	\$61,174	\$62,259	\$63,344	\$64,428	\$65,513
8	3	\$56,749	\$57,835	\$58,920	\$60,004	\$61,089	\$62,174	\$63,259	\$64,344	\$65,428	\$66,513
7	4	\$57,749	\$58,835	\$59,920	\$61,004	\$62,089	\$63,174	\$64,259	\$65,344	\$66,428	\$67,513
6	5	\$58,749	\$59,835	\$60,920	\$62,004	\$63,089	\$64,174	\$65,259	\$66,344	\$67,428	\$68,513
5	6	\$60,339	\$61,455	\$62,571	\$63,686	\$64,802	\$65,917	\$67,033	\$68,149	\$69,264	\$70,380
4	7	\$61,973	\$63,121	\$64,269	\$65,416	\$66,563	\$67,710	\$68,858	\$70,005	\$71,152	\$72,299
3	8	\$63,654	\$64,835	\$66,015	\$67,194	\$68,374	\$69,554	\$70,734	\$71,914	\$73,094	\$74,273
2	9	\$65,383	\$66,597	\$67,810	\$69,023	\$70,237	\$71,450	\$72,664	\$73,877	\$75,090	\$76,303
1	10	\$67,161	\$68,409	\$69,657	\$70,905	\$72,152	\$73,400	\$74,648	\$75,896	\$77,143	\$78,391
Top	11	\$68,989	\$70,273	\$71,556	\$72,839	\$74,122	\$75,405	\$76,689	\$77,972	\$79,255	\$80,538

**Sayre Area Education Association**

**SALARY SCHEDULE**

**2018-2019 (Sixth Year)**

To Top	STEP	B	B+12	B+24	B+36/M	M+12	M+24	M+36	M+48	M+60	PhD
10	1	\$53,999	\$55,085	\$56,170	\$57,254	\$58,339	\$59,424	\$60,509	\$61,594	\$62,678	\$63,763
9	2	\$56,749	\$57,835	\$58,920	\$60,004	\$61,089	\$62,174	\$63,259	\$64,344	\$65,428	\$66,513
8	3	\$57,749	\$58,835	\$59,920	\$61,004	\$62,089	\$63,174	\$64,259	\$65,344	\$66,428	\$67,513
7	4	\$58,749	\$59,835	\$60,920	\$62,004	\$63,089	\$64,174	\$65,259	\$66,344	\$67,428	\$68,513
6	5	\$59,749	\$60,835	\$61,920	\$63,004	\$64,089	\$65,174	\$66,259	\$67,344	\$68,428	\$69,513
5	6	\$61,339	\$62,455	\$63,571	\$64,686	\$65,802	\$66,917	\$68,033	\$69,149	\$70,264	\$71,380
4	7	\$62,973	\$64,121	\$65,269	\$66,416	\$67,563	\$68,710	\$69,858	\$71,005	\$72,152	\$73,299
3	8	\$64,654	\$65,835	\$67,015	\$68,194	\$69,374	\$70,554	\$71,734	\$72,914	\$74,094	\$75,273
2	9	\$66,383	\$67,597	\$68,810	\$70,023	\$71,237	\$72,450	\$73,664	\$74,877	\$76,090	\$77,303
1	10	\$68,161	\$69,409	\$70,657	\$71,905	\$73,152	\$74,400	\$75,648	\$76,896	\$78,143	\$79,391
Top	11	\$69,989	\$71,273	\$72,556	\$73,839	\$75,122	\$76,405	\$77,689	\$78,972	\$80,255	\$81,538

All employees are considered on Step. The step of new employees shall be determined at the time of employment.

Teachers who conduct classes for mentally handicapped children, special teachers of reading, math and speech therapists will be paid \$400.00 annually beyond that provided by regular salary schedule.

\*\* This is to be in accordance with Pennsylvania Department of Education and meets qualifications for an equivalent to a Masters Degree Certificate.

**K. SALARY SCHEDULE FOR GUIDANCE COUNSELORS, DEPARTMENT HEADS, BUILDING COORDINATORS & SENIOR PROJECT ADVISORS**

1. Salary for Guidance Counselors to be on step commensurate with the Sayre Area School District salary schedule with their work beyond the length of the teacher contract, Appendix C., Section A.2., to be paid on a per diem basis.
2. Department Heads shall be paid annually beyond that provided by the current salary schedule in the amount of 1.25% of the career rate (Masters, step 11) for the appropriate year.\*

\*Should the Department Head positions be restructured during the duration of this contract, the district agrees to renegotiate the compensation of the restructured positions.

Department heads will be selected by the professionals currently employed in that discipline within their assigned building. An election will take place each school year no earlier than sixty (60) days prior to the completion of each school year, and no later than ten (10) days prior to the completion of each year. Each professional shall cast one (1) vote for their choice of department head. In the event of a tie, the deciding vote shall be cast by the building principal. The Building Principal shall have the final determination in the selection of the department head. The Association may appeal to the Superintendent if they do not agree with the selection.

3. Building Coordinators shall be paid annually beyond that provided by the current salary schedule in the amount of 2.25% of the career rate (Masters, step 11) for the appropriate year.
4. The Senior Project Advisor shall be paid annually beyond that provided by the current salary schedule in the amount of 1.25% of the career rate (Masters, Step 11) for the appropriate year.

5. Employees that agree to class coverage that is assigned by the building principal or designee will receive a half (1/2) personal day after completion of eight (8) coverages.

If an employee does not obtain eight (8) coverages in a school year they may be carried to the following year. Coverages cannot be carried for more than two (2) consecutive school years.

The district will notify employee of number of additional personal days earned and any coverages less than eight (8).

**A half day will be defined as a half day currently ending or beginning at 11:30 am.**

#### **L. PAYMENT FOR EXTRA-CURRICULAR ACTIVITIES**

The School District will determine the number and kind of extra-curricular activities (such as clubs, intramural sports activities, interscholastic sports activities, yearbooks and newspapers, adult recreation, evening school, summer school, summer recreation, etc.) to be carried on as separate programs which are not necessarily a part of the normal school activities. These activities are not considered a part of the standard services furnished by bargaining unit members for which agreed-upon salaries are shown on pages 9-12.

In the event that bargaining unit members are utilized to conduct extra-curricular activities as noted above, the additional stipend to be paid for such extra services by members of the bargaining unit will be as follows and under the following conditions:

- 1.

<b><u>POSITION</u></b>	<b>Reimbursement</b>		
	<b><u>2016-2017</u></b>	<b><u>2017-2018</u></b>	<b><u>2018-2019</u></b>
<b>Band Director (Marching, Jazz &amp; Rock Ensemble)</b>	<b>\$3,950.00</b>	<b>\$4,200.00</b>	<b>\$4,450.00</b>
<b>**Yearbook Director (Combined)</b>	<b>\$3,950.00</b>	<b>\$4,200.00</b>	<b>\$4,450.00</b>
<b>Musical - Director</b>	<b>\$2,750.00</b>	<b>\$3,000.00</b>	<b>\$3,250.00</b>
<b>Forensic Coach</b>	<b>\$2,750.00</b>	<b>\$3,000.00</b>	<b>\$3,250.00</b>
<b>FBLA Advisor</b>	<b>\$2,750.00</b>	<b>\$3,000.00</b>	<b>\$3,250.00</b>
<b>Vocal Groups Director</b>	<b>\$2,250.00</b>	<b>\$2,500.00</b>	<b>\$2,750.00</b>
<b>Junior-Senior Play Director</b>	<b>\$2,250.00</b>	<b>\$2,500.00</b>	<b>\$2,750.00</b>
<b>Band Front Coordinator</b>	<b>\$2,250.00</b>	<b>\$2,500.00</b>	<b>\$2,750.00</b>
<b>Student Council Sponsor – Sr. High</b>	<b>\$2,250.00</b>	<b>\$2,500.00</b>	<b>\$2,750.00</b>
<b>Percussion Coordinator – Marching Band</b>	<b>\$2,250.00</b>	<b>\$2,500.00</b>	<b>\$2,750.00</b>
<b>Future Teachers of America</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>National Honor Society</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>SADD Advisor</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Scholarship Challenge Advisor</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Odyssey of the Mind</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Assistant Forensic Coach</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Assistant Musical Director</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Stage Manager (Per Production)</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>
<b>Instrumental Director</b>	<b>\$1,650.00</b>	<b>\$1,900.00</b>	<b>\$2,150.00</b>

DJ Club	\$1,650.00	\$1,900.00	\$2,150.00
Senior Class Advisor	\$2,250.00	\$2,500.00	\$2,750.00
Junior Class Advisor	\$1,850.00	\$2,100.00	\$2,350.00
Sophomore Class Advisor	\$1,450.00	\$1,700.00	\$1,950.00
Freshman Class Advisor	\$1,250.00	\$1,500.00	\$1,750.00
Eighth Grade Class Advisor	\$1,250.00	\$1,500.00	\$1,750.00
Seventh Grade Class Advisor	\$1,250.00	\$1,500.00	\$1,750.00
Scenery Director (Per Production)	\$950.00	\$1,200.00	\$1,450.00
Set Construction (Per Production)	\$950.00	\$1,200.00	\$1,450.00
Jr. High Student Council	\$950.00	\$1,200.00	\$1,450.00
Jr. High Scholarship Challenge	\$950.00	\$1,200.00	\$1,450.00
Jr. High FBLA	\$1,050.00	\$1,300.00	\$1,550.00
Art Director	\$950.00	\$1,200.00	\$1,450.00
Costume Construction	\$950.00	\$1,200.00	\$1,450.00
Choreography	\$950.00	\$1,200.00	\$1,450.00
Public Relations/Ticket/Programs (Per Production)	\$750.00	\$1,000.00	\$1,250.00
Tech/Sound Manager (Per Production)	\$750.00	\$1,000.00	\$1,250.00

\*\*If position is split, payment for this position will be split.

2. Service Adjustment

**Bargaining unit members who have previously received a service adjustment as bargained in the preceding agreement shall continue to receive this adjustment.**



Chaperones for Student Bus (other than coaches and cheerleading advisors):

Trips less than 50 miles - one way	<b>\$40.00</b>
Trips 51 miles or more - one way	<b>\$50.00</b>

## APPENDIX "B"

### Other Employee Benefits

#### A. INSURANCE

The Sayre Area School District is a member of the Northern Tier Insurance Consortium and will offer the QHDHP-1 or equivalent plan provided by the Northern Tier Insurance Consortium. Coverage will be provided for employees and dependents as defined by law. The Consortium follows the contractual plan changes required by Highmark as they become approved through the Pennsylvania State Insurance Department.

The District shall offer the QHDHP-1 Plan. Employees will be given the opportunity to elect their coverage option once during the plan year (July 1 through June 30). An open enrollment period will be provided once per Plan Year for the employee to select or decline coverage for the next 12-month period. This coverage decision cannot be changed until the next open enrollment period unless the employee experiences a life-changing event as defined by Section 125 of the Internal Revenue Code.

QHDHP-1: The qualified high deductible health care plan currently includes (for the single coverage) a deductible of one thousand three hundred dollars (\$1,300) and a total out-of-pocket maximum of two thousand dollars (\$2,000). The plan also includes (for the non-single coverage) a deductible of two thousand six hundred dollars (\$2,600) and a total out-of-pocket maximum of four thousand dollars (\$4,000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

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

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

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year. The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

Premium Share: QHDHP-1 Single Coverage: All bargaining unit members, their first year enrolled in the QHDHP-1 single coverage, will be responsible for paying a premium share of eight hundred dollars (\$800). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

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

exceed nine hundred dollars (\$900) in 2017-2018 and one thousand dollars (\$1,000) in 2018-2019.

**QHDHP-1 Non-Single Coverage:** All bargaining unit members, their first year enrolled in the QHDHP-1 non-single coverage, will be responsible for paying a premium share of one thousand dollars (\$1,000). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, the amount not to exceed one thousand one hundred dollars (\$1,100) in 2017-2018 and one thousand two hundred dollars (\$1,200) in 2018-2019.

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

Employees are responsible for understanding the risks and benefits of an HRA. The District will pay all administrative and debit card fees for the employee's HRA. The School District reserves the right to change the administrator of the plan at any time.

The Sayre Area School District Board of Education agrees to cover the employee, spouse and dependent children. Whereas, in a case of both husband and wife being employed within the Sayre Area School District, one plan coverage will be purchased. The coverage will be subscribed on the employee with the greater seniority. Should the employee elect not to take the coverage, the purchase price would be canceled. All employees shall be covered under the same group policy.

The plan shall be extended to provide coverage for children as afforded by law.

## 2. Dental

All professional employees of the School District desiring dental insurance shall be provided a District approved group coverage plan (basic individual plan –The parties have agreed to change the Dental carrier to PSEA Health and Welfare Fund, Option 2), with the entire cost borne by the District for the individual employee. Family coverage will be available to the employee with the additional cost borne by the employee. Coverage shall be subject to the carriers requirements of eligibility and procedure. Subsequent to the change, but during the life of this contract, should the cost of the new coverage rise above the cost of the pervious coverage, supplied by the previous carrier, the District shall notify the association president, and implement the committee under Section 5b. of this Appendix.

## 3. Life Insurance

The School District to select and provide a group term life insurance and accidental death and dismemberment policy to all professional employees equaling the individual employee's yearly salary, rounded up to the nearest thousand.

## 4. Vision

Vision coverage for employees and their families will be available to the employee with the cost borne by the employee. Coverage shall be subject to the carrier's requirements for eligibility and procedure. During the life of this contract should the annual cost of

this coverage increase above the cost of previous coverage, the district shall notify the association president and implement the committee under section 5b of this appendix. The district shall notify the association and participating members should the carrier change during course of this contract.

#### 5. Part-time Employees

Any full-time tenured professional employee, who after four (4) consecutive years service to the district, then is reduced to less than full-time service shall receive full-time insurance benefits. Any other professional employee working less than full-time but at least half-time shall be provided the option of receiving any or all insurance benefits. The district payment for the insurance benefits shall be proportional for the part-time employment. The employee's share for premium payment shall be through payroll deduction. In the event the part-time employee stops the payroll deduction for any premium, the district's obligation for that insurance ends until and unless the employee begins payroll deduction again.

#### 5. Limitations

- a. Coverage shall be subject to the carriers requirements of eligibility and procedure.
- b. The Association and the Board agree that at any time during the life of this contract a committee of three (3) Association members and/or Association designees and three (3) Board members and/or Board designees may be established at the request of either the Board or the Association to explore and review medical/dental insurances. Should another carrier or multiple carriers be recommended to provide medical/dental insurance coverage at a cost savings to the district, the Committee (a majority of each party on the committee) must first agree that the carrier(s) can provide overall equivalent or better coverage than the present carrier(s). The district may then change carrier(s) provided that both the Association and Board ratify the recommendation of the Committee and all individuals and dependents covered by the present carrier remain covered with the new carrier(s) subject to the terms and conditions contained in Section A of this Appendix.
- c. The district and the association shall meet and discuss and plan design changes not specifically referenced herein within 30 days of the district's receipt of plan design changes.

#### 7. Health Insurance Waiver

- a. **Participation, which will be entirely voluntary, involves waiving use of the School District's health insurance plan in exchange for monetary compensation.**
- b. **A participating employee shall receive annual compensation in the amount of Two Thousand Five Hundred Dollars (\$2,500) in the form of two separate payments of One Thousand Two Hundred Fifty Dollars (\$1,250) each (September and December of the plan year), as long as the participating employee is an active employee at the time payment is due. The district shall establish a Section 125 Plan in accordance with established IRS regulations.**

**The opt-out rate of \$2,500 will be increased, as follows, if the applicable minimum numbers of employees elect the option:**

- **If a minimum of 12 employees elect to opt-out, the rate will increase to a total of \$2,875.**

- **If a minimum of 14 employees elect to opt-out, the rate will increase to a total of \$3,250.**
  - **If a minimum of 16 employees elect to opt-out, the rate will increase to a total of \$3,625.**
  - **If a minimum of 18 employees elect to opt-out, the rate will increase to a total of \$4,000.**
- c. Married couples employed by the District are not eligible to participate.**
- d. It is the responsibility of the employee to notify the School District through its Business Office each year of the employee's intent to waive the School District's health plan insurance benefits and participate in the buy-out. Participating employees must also provide written proof of medical insurance by a specified date each year.**
- e. A participating employee has the right to re-enroll in the health insurance plan at the next annual enrollment period unless there is a "life-changing event", which is defined by the IRS**
- f. In the event of a "life changing event," as verified and confirmed by the District and upon written notification to the District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately.**

**B. FLEXIBLE SPENDING ACCOUNT PLAN**

The District will adopt and maintain a Section 125 Flexible Spending Account Plan to permit employee contributions on a pre-tax basis to a flexible spending account for unreimbursed medical and dependent care expenses, pursuant to Section 125 of the Internal Revenue Service Code.

**C. CHILDREN OF NON-RESIDENT TEACHERS IN SAYRE AREA SCHOOL DISTRICT**

Children of professional employees who are not residents of the District shall be permitted, on application, to attend school in the District, as assigned by the Administration, tuition free, provided space is available.

**D. MATERNITY/PATERNITY LEAVE**

Employees covered by this agreement shall be granted leave of absence under the following provisions:

1. The employee and the employee's physician shall determine jointly the beginning date for a maternity/**paternity** leave.
2. Notification to the Board of the beginning date of leave shall include a certification of pregnancy from the employee's physician. Such advance notice as is reasonably permitted by the circumstances of the individual case shall be furnished to the Superintendent.
3. An employee shall return to work when the employee's physician has certified to the employee's ability to resume her duties. Maternity/**Paternity** leave shall not exceed a

total of 180 consecutive school days, except where extended at the discretion of the District.

4. Upon returning to service from maternity/**paternity** leave, the employee shall be assigned to the same position which she/**he** held at the time the leave commenced. If that position is no longer in existence, the employee shall be assigned to a substantially equivalent position.
5. Concurrently with the beginning of a maternity/**paternity** leave, or at anytime during the continuance thereof, at the employee's option the leave may be charged against the employee's available sick leave time if the employee's physician shall certify in writing to the District on a form provided by the District that the employee is unable to perform the usual duties of her/**his** position due to disability caused by or resulting from the pregnancy. Such certification shall state the beginning date of the disability period and the projected end thereof, and other pertinent information.
6. At the option of the employee, during any period of maternity/**paternity** leave, the District shall continue to pay premiums for the employee's hospitalization, dental, and life insurance coverage provided for in this agreement. However, should any such employee fail to return to **her/his** position within thirty days following the expiration of the maternity/**paternity** leave, said employee shall be required to reimburse the District for the amount of said premium payments.
7. Except as provided in paragraphs #5 and #6, all maternity/**paternity** leaves shall be without pay.

**E. PARENTAL LEAVE IN CASE OF ADOPTION**

When a professional employee shall have received custody of a pre-school age child for the purpose of adoption and shall have filed any required legal notice of intention to adopt such child, upon written request, such employee shall be granted a leave of absence, not to exceed 180 consecutive school days.

**F. MILITARY LEAVE**

Military leave will be as provided by law to render regular or reserve military service. Under existing law, paid leave for reserve or national guard service shall not exceed 15 days per year. The employee should serve his/her time during non-teaching time unless directly ordered to serve during teaching time. After the 15 day paid leave period, it is understood that when the military pay and the school district supplement are combined, an employee shall receive no more than that salary the employee would have received if working for required military service during teaching time.

**G. RELIGIOUS LEAVE**

As provided for by Law.

**H. PERSONAL DAYS**

Three (3) paid leave days shall be available to members of the unit for purposes other than provided for elsewhere in this agreement on the following conditions:

1. Written request must be given to the building administrators on a form provided by the District at least 3 school days\* prior to the day requested.
2. A personal day shall be for a full day **or half day**.

3. Unused personal days may be accumulated without limitation.
4. Use of personal days shall be limited to 5 per year\*.
5. Upon severance, unused personal days shall be paid at the same rate as accumulated sick leave retirement.
5. The number\*\* of employees taking this day on any given day is limited **to five (5) per building.**

\* Waiver in cases of emergency. Form filled out upon employees return to duty.

\*\* Exception to the number of limitation is at the discretion of the Superintendent.

#### **I. SABBATICAL LEAVE**

1. The parties agree that the provisions and requirements of the School Code as amended by Act 66 of 1996 shall govern district practices with respect to Sabbatical/Professional Leaves and district policies will be amended/revised as needed to comply with the current School Code.
2. Requests for the Sabbatical/Professional Development Leaves of Absence shall be presented in writing to the Office of the Superintendent by May 15 if the Sabbatical/Professional Development Leave of Absence requested is to become effective the following September, and by October 15 if the Sabbatical/Professional Development Leave of Absence requested is to become effective at the beginning of the second semester of the school year. Exemptions to this may apply to requests for leave for health which should be initiated as far in advance as possible to allow for a minimum of disruption in the educational program.
3. Within 30 days of the conclusion of the sabbatical, the employee shall file a comprehensive written report with the Superintendent.

#### **J. JURY DUTY & SUBPOENAS**

1. When required by law, professional employees shall perform jury duty without deduction from salary. Employee shall pay over to the district all jury duty compensation earned, except for mileage reimbursement.
2. When an employee is required to appear as a witness before a court by subpoena, the payment provisions in the above paragraph for jury duty shall apply.

#### **K. CLARIFICATION OF LEAVES**

1. Leaves taken pursuant to this agreement for purposes other than sick leave shall be in addition to sick leave.
2. All leaves provided for herein shall be unpaid except as otherwise specifically provided.
3. All applications, approvals, disapprovals, and other matters dealing with leaves of absence shall be in writing.

#### **L. ACCUMULATED SICK LEAVE - RETIREMENT**

Commencing 2011-2012, any retiring professional employee shall be entitled to be paid by the Sayre Area School District the sum of the forty-five (\$45.00) dollars per day for 1-150

days, the sum of fifty dollars (\$50.00) per day for 151-250 days and the sum of fifty-five dollars (\$55.00) per day for 251 - 350 days, to be paid upon retirement but only on the express condition that the retiring professional employee is then eligible for participation in the benefits of the Public School Employees' Retirement System. This will include participation on the basis of normal retirement, early retirement (with 25 years of credited service) or disability retirement as presently defined in the Public School Retirement Code.

The total sum is to be paid into the retiring Professional Employee's 403 (b) plan, provided the contribution limits are not exceeded. If so, the excess amount shall be paid to the employee.

#### **M. MEMBERSHIP DUES DEDUCTION**

##### **1. Deduction from Salary**

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

These deductions referred to in paragraph one above will be made in as nearly equal monthly installments as practical during the school year.

##### **2. List Supplied to District**

No later than September 30 of each contract year, the Sayre Area Education Association will provide the District with a list of those employees who have authorized the District to deduct association dues as prescribed in paragraph 1 above. Beginning with the 1985-86 school year submission of signed authorization cards, which continue from year to year, will be required only for new members. No authorizations may be submitted or accepted after September 30 of each contract year. However, any new employee hired after September 1 of each contract year shall have thirty (30) days to comply with the dues deduction provision as stated above. Such authorization shall be valid only for the term of this contract.

##### **3. Responsibility**

It is agreed that under this item, the District shall have no responsibility other than to remit to the Association dues monies deducted by it.

#### **N. FAIR SHARE**

1. Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided by Act 84 of 188.
2. The School District and the Association agree to comply with all provisions of said law.
3. The Association agrees to extend to all nonmembers the opportunity to join the Association.
4. The Association further agrees to indemnify the District and to hold it harmless in the event that any dispute arises as a result of the inclusion of this paragraph in the Contract or the enforcement of this paragraph by the District.

#### **O. PAYMENT FOR CREDITS**



1. **Beginning with the 2016-2017 school year,** the District shall provide reimbursement of tuition for up to a maximum of **six (6)** credits per year, provided the employee receives a grade of C or better for approved courses at the lesser of (1) actual cost or (2) PSU resident rate if employee takes courses in PA, or (3) SUNY resident rate if employee takes courses in NY; per graduate credit received.

The credit limitation year is for courses completed between July 1 and June 30.

The District recognizes the merits of its faculty members having a basic understanding of computers, and therefore in addition, the District shall provide reimbursement of tuition for approved courses at the lesser of (1) actual cost or (2) PSU resident rate if employee takes courses in PA, or (3) SUNY resident rate if employee takes courses in NY, for undergraduate credits in computer literacy, science, and/or technology, with a maximum of (6) credits per individual teacher.

2. Graduate credits must be in area of certification and current teaching assignment. In addition, graduate credits in areas of student self-esteem, instructional technique, classroom management, and parent/community teacher relations are also acceptable. Exceptions may be approved by the District.
3. Advance notification to and approval of Superintendent on form provided by the District. If the Superintendent does not respond within two weeks, the request is automatically approved.
4. Not applicable to credits earned prior to effective date of agreement.
5. Shall not apply to credits earned on sabbatical leave and only will be paid for credits for which they will receive no other reimbursement.
6. Conference and workshop credits earned while employee's expenses are being paid by District are not eligible.
7. Payment for credits shall be made within thirty (30) days after submission of a transcript or grade report evidencing successful completion of course. However, for summer credits no payment shall be made until thirty (30) days after the employee returns to his position in the District in the following year.
8. Any employee receiving reimbursement must work for at least one school year after completion of the course or will be required to repay the reimbursement to the District, except that in the case of extenuating circumstances, the employee may request in writing that repayment be waived by the Superintendent.

#### **P. EDUCATIONAL MEETINGS**

The Association has the prerogative of using ten (10) paid days for P.S.E.A. conventions and professional meetings per year with a maximum of three (3) to be used during any one day. Any request for additional days for the above purposes will be given further consideration by the District. For each such day utilized, the Association will reimburse the District for the salary and social security costs of the substitute teacher.

The association president or his/her designee shall be granted release time of 1 period (42 minutes) per week as needed for the purpose of conducting business. The president or his/her designee shall suffer no loss of salary or benefits or other professional advantage to which they are entitled as a result using this leave. This leave shall be coordinated with the building principal.

#### **Q. SENIORITY**

Seniority means the status of employees with respect to total length of service with the employer. Seniority shall be computed from the employee's first day worked pursuant to the most recent date of hire. An employee who begins work prior to formal Board action shall accrue seniority on the first day worked.

Seniority will not be broken but will accrue during:

1. Time lost because of a school occupation-related accident or disease compensable under existing law;
2. Leaves of absence, whether paid or unpaid, approved by the employer;
3. Periods of layoff.

In the event two or more employees began work on the same date, their seniority rank shall be determined as soon as can be arranged following the beginning of work. The process of breaking a tie shall follow written guidelines developed by a joint committee of the Administration and the Association.

A revised seniority list will be distributed to members of the bargaining unit by October 1 of each year. Such seniority lists will reflect all stipulations agreed herewith.

## **R. EARLY RETIREMENT INCENTIVE RETIREMENT BENEFITS**

Any bargaining unit member having completed a minimum of 20 years of credited service **to the Sayre Area School District** who retires and is participating in the Public School Employee Retirement System but is not yet eligible for Medicare may maintain all medical insurance coverages by paying the premium so that it is received by the District by the tenth day of the first month following retirement, and monthly thereafter, without interruption.

The District will not advance any premiums. Failure of the retired individual to pay as required will result in the elimination of that individual from further participation in the group.

Said participant may maintain this membership in the group for health insurance until he or she becomes eligible for Medicare.

All coverage under this provision shall be subject to any and all requirements of the Carrier as to eligibility and procedure.

Any bargaining unit member having completed a minimum of 25 years of credited service to the Sayre Area School District who retires and is participating in the Public School Employee Retirement System but is not yet eligible for Medicare, shall be afforded continuing medical insurance coverage at the expense of the District. **In order to qualify the member must provide the District notice of said retirement intentions prior to January 31 in the year of retirement. Such notice shall be waived in the event of an IRS "life changing event" as verified and confirmed by the District. Bargaining unit members who fail to give timely notice may request waiver from said notice from the School Board.**

**No premium co-pay shall apply to retirees, except the district shall send to all current and future retirees the proper PSERS forms for them to obtain the PSERS premium assistance. The retiree shall complete this form and the monetary credit shall be used to purchase health insurance.**

For purposes of this sub-paragraph only, a bargaining unit member may use up to two (2) years of United States Military Service with an Honorable Discharge in calculating the requirements for the twenty-five (25) years of credited service. Premium payments shall be made to the district business office.

#### **S. PAYMENT OF SALARIES IN CASE OF SICKNESS, INJURY OR DEATH**

Effective with the 1999-2000 school year, all employees shall be granted ten (10) days of sick leave in accordance with the provisions of the School Code (24 P.S. 11-1154 (a)).

1. For the well-being of the school community, the chief administrator may require a physician's certificate after an extended illness of any employee to indicate that the individual is able to return to his/her position.
2. No employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.
3. Whenever an employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of **five school days**. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, wife, husband, parent-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, grandparents-in-law, grandchildren, step-parents, step-brothers/sisters, step-children or near relatives who reside in the same household, or any person with whom the employee has made his or her home **and their immediate family**.
4. In case of illness of a member of his immediate family as above defined, an employee may be absent without loss of pay in any school year. Any such days **may, if the employee chooses** be counted against the employee's personal sick leave credits.
5. Whenever an employee is absent because of the death of a near relative, there will be no deduction in salary of said employee for absence **for two (2) days. One of those days shall be the day of the funeral**. A near relative shall be defined as first cousin, aunt, uncle, niece or nephew **or near relatives of any person with whom the employee has made his or her home**.
6. Each professional employee shall be given a written notice of the number of accumulated sick-leave days no later than September 30 of each school year. Accumulated sick leave is any unused entitlement from prior years.
7. In situations where an employee is absent from work due to work-related injury or occupational disease, and the employee is paid Workers Compensation Benefits, payment of sick leave shall be limited to the difference between the Worker's Compensation payments and the employee's regular pay. In such cases, the sick leave utilized shall be deducted from accumulated sick leave on a pro-rata basis.
8. The employee has the option beginning with the 2008-2009 school year to receive payment for any unused sick days at the substitute per diem rate plus ten dollars (\$10.00). Payment to be at the conclusion of each school year. The following conditions apply:
  - a. Participating employees must have accumulated no less than 50 sick days prior to the current school year to be eligible for this optional payment.
  - b. A maximum of ten (10) unused sick days, acquired during the current school year, may be sold.

The days that may be sold are the ten (10) days acquired for the current school year. The sick days used during the current school year come first from the days eligible to be sold back to the district.

For example: an employee who receives ten (10) sick days for the current school year and uses three (3) sick days, would have 7 days that could be sold back to the district. The employee has the option to sell back up to seven (7) days.

**T. SICK LEAVE BANK**

The sick leave bank will continue to operate according to the guidelines jointly developed and instituted, effective 9/1/99 during the 2004-2008 contract.

**U. TRAVEL**

**Reimbursement for authorized automobile mileage shall be paid to published IRS mileage rates during the life of this agreement.**

All mileage requisitions must be submitted to the elementary principal, high school principal, or appropriate supervisor for approval prior to sending same to the Superintendent. This is to be done by the end of each month.

2. Outside School District

- a. Mileage is to be paid at the rate as set by the Internal Revenue Service for employment-related mileage for personnel driving a private car for school business or for transportation to educational meetings.
- b. Faculty members shall receive advance approval of Principal and Superintendent for the proposed trip to be eligible for reimbursement.

## APPENDIX "C"

### A. LENGTH OF DAY AND CONTRACT

1. Length of School Day - The school day shall consist of seven and one-half (7-1/2) hours with the starting time in the various buildings to be established by the District, provided, however, that the school day for members of the bargaining unit would not begin before 7:30 a.m. or after 8:30 a.m.; except that a decision by the Superintendent or his representative to delay starting the school day because of inclement weather, road conditions, or other similar cause shall not be construed as a violation of this provision. In such cases, the school day shall be shortened by the period of the delay.

The daily schedule for the counselors shall be the same as the teaching staff. Guidance Counselors shall upon request schedule and attend after school conferences with parents and students who are unable to visit during school hours, at a mutually agreed time.

In each case there shall be a thirty (30) minute duty-free lunch period. District shall have the right to increase the lunch period beyond thirty (30) minutes - and to decrease same, provided the thirty (30) minute minimum must be observed.

On Fridays and before holidays professional employees may leave school when students are dismissed.

2. Length of Contract –  
Teacher contracts shall be for 187 days, of which 180 days shall be days of instruction with an additional six (6) or seven (7) days of workshops, in-service, and/or similar programs, and, **beginning in 2016-2017, two (2) two hour (2 hr.) evening parent-teacher conferences/open houses** scheduled during the school term by the administration. Attendance is required. Additionally, required technical training will be provided annually, not to exceed twelve (12) hours per year, not to exceed two (2) hours at any one session. In 2011-2012 school year the association and board shall meet to determine if one additional day is need, for purpose of workshops and/or trainings making the teacher's contract 188 days.

The in-service programs shall be planned jointly by the administration and members of the bargaining unit.

The final teacher day (187<sup>th</sup>) will be from the hours of 8:30 a.m. until 12:00 p.m.

The counselors, **school psychologist and school nurse** shall work the same days as the teaching staff during the academic school year. In addition, the secondary counselor **and school psychologist may work up to** twenty five (25) days between terms and the elementary counselor **may work up to** ten (10) days between terms. **The school nurse shall work five (5) days between terms.** The scheduling of these days shall be the responsibility of the administration, however, input from the affected counselors, **school psychologist and school nurse** must be obtained and considered prior to assignment. Also, reasonable notice shall be given to the counselors, **school psychologist and school nurse** when scheduling between term days. Reasonable notice shall be considered as at least one calendar week in advance of the day scheduled for work. Shorter notice may be utilized if agreed to by the counselor, **school psychologist and school nurse** and the administration. The superintendent shall have the discretion to assign up to ten (10) additional days beyond the total thirty five (35) between term days allotted above as she/he deems it necessary.

**B. VACANCIES**

During the school term, all vacancies shall be posted on **the District web page and on** all faculty room bulletin boards and entrance door window of all principal's offices. During the summer, **the President of the Association or designee will be notified by mail, the vacancies will shall** be posted on the District Website and **the District's automatic calling system will be used to notify all staff of the vacancy.**

**C. MAINTENANCE OF MEMBERSHIP**

1. As provided for in the Public Employee Relations Act, Act 195, Article III, Section 301, Paragraph 18:

"Maintenance of membership" means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the provision that any such employee or employees may resign from such employee organization during a period of fifteen days prior to the expiration of any such agreement."

## APPENDIX "D"

### Grievance Procedure

The parties to the agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this agreement shall provide for a four (4) step process which is described in the following paragraphs and the table attached hereto.

It is agreed that for the purpose of this agreement a grievance is defined as follows:

A grievance is an alleged misinterpretation or misapplication of the provisions of this collective bargaining agreement.

It is agreed that "days" in this section shall be defined as each day that school is actually in session. If a grievance is in process on the last day of the school calendar, any remaining time periods in the grievance process shall be based on calendar days excluding Saturdays, Sundays, and Holidays. All of the time limits contained in the grievance procedure may be extended by mutual agreement. Official grievance report forms shall be available in the superintendent's office and all school building main offices.

#### **PAST PRACTICES**

**During these negotiations for a successor collective bargaining agreement both parties have had the opportunity to identify and exchange past practices and memorandum of understandings that are believed to be in place during the term of the collective bargaining agreement. Both parties recognize that they have had the opportunity to negotiate any current past practice or memorandum of understanding. If any party has failed to bring to the bargaining table any past practice or memorandum of understanding which they believe are in effect during the term of this agreement, then the party shall be required to identify the practice or memorandum of understanding and prove the practice or memorandum of understanding are legally viable. If the parties agree the past practice meets the legal standard or a third party arbitrator agrees a past practice had been established, then it will be captured in a memorandum of understanding and attached to this collective bargaining agreement. Both parties reserve the right to negotiate at the next round of negotiations any attached past practice or memorandum of understanding.**

#### **STEP I**

Person, or persons, initiating the alleged grievance shall present the grievance, in writing and on a form provided by the School District, to the elementary principal or the high school principal within ten (10) days after its occurrence. Upon request of either the grievant or the principal, a meeting shall be held prior to disposition of the grievance.

The principal shall reply to the grievance within five (5) days after initial presentation of the grievance.

#### **STEP II**

If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Superintendent within five (5) days. Upon request of either the grievant or the Superintendent, a meeting shall be held prior to disposition of the grievance. He shall act within five (5) days following receipt of grievance.

### STEP III

If action in Step II fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall be referred to the Sayre Area School District Board of Education within five (5) days. The Board of Education and the grievant will have fifteen (15) days to schedule a meeting to discuss the grievance within thirty-five (35) days of the response of Step II. The group shall consist of no more than six (6) persons, no more than three (3) representatives of each party. If either party chooses to include as one of the three (3) a representative outside of the bargaining unit or the Board of Education, the other party must be notified in writing of such intention within seven (7) days of the scheduled meeting. The Board of Education will have fifteen (15) days after said meeting to respond to the grievance.

Alternatively, if action in Step II fails to resolve the grievance to the satisfaction of the affected parties, and if the grievant does not choose to meet with the Board of Education to discuss the

grievance, the grievance shall be referred to the Sayre Area School District Board of Education within five (5) days. The Board of Education will have fifteen (15) days to respond to the grievance.

**If the step above fails to resolve the grievance, the parties may, by mutual consent, request to present their grievance positions to a mediator provided by the Bureau of Mediation. There will be no witnesses called, sworn statements or cross examinations. The parties agree that should action be agreed upon the timelines for step IV of the grievance process will be considered in abeyance until such a time as the mediation has concluded or either party notifies the other (in writing) of their decision to move forward to step IV.**

### STEP IV

If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the **Association may refer the** grievance to binding arbitration as provided in Section 903 of the Act within fifteen (15) days.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step III shall be final.

### TABLE

<u>Steps</u>	<u>Administration or Board Representation</u>	<u>Grievant or Employee Organization Representation</u>
I	Elementary Principal or High School Principal	Grievant, and a representative of employee organization, if grievant desires. The Association shall be notified and given an opportunity to be present during the adjustment of grievances, in the event a grievant is proceeding independently of the association.
II	Superintendent, (with Principal or other as desired)	Grievant, and a representative of employee organization, if grievant desires. The association shall be notified and given an opportunity to be present during the adjustment of grievances, in the event a grievant is proceeding independently of the association.



- III Board of Education (with Superintendent or other as desired) Grievant, and a representative(s) of employee organization, if grievant desires. The association shall be notified and given an opportunity to be present during the adjustment of grievances, in the event a grievant is proceeding independently of the association.
- IV Final decision by the Board of Education except when the parties to such an agreement are required by Section 903 of Act 195 to go to binding arbitration for resolution of such a grievance.
- V Final decision by arbitrator on those issues subject to arbitration as defined in Section 903 of the Act. Both parties bound to decision except where enabling legislative action is required, in which it is binding only if such legislation is enacted as provided in Section 901 of the Act.

**GRIEVANCE REPORT FORM**

**STEP I**

Sayre Area School District

Grievance #

\_\_\_\_\_  
Name(s) of Grievant(s)

\_\_\_\_\_  
Building

\_\_\_\_\_  
Date Filed

- A. Date cause of Grievance occurred
- B. Statement of Grievance (list section of contract)
- C. Action desired

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

- D. Disposition by Principal

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

- E. Position of Grievant and/or Association

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

**STEP II**

Grievance #

- A. Date received by Superintendent
- B. Disposition by Superintendent

\_\_\_\_\_  
Signature of Superintendent

\_\_\_\_\_  
Date

- C. Position of Grievant and/or Association

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Date

NOTE: Attach additional sheet(s) if necessary for any of the above sections.

**STEP III**

Grievance #

- A. Date of Response of Step II
- B. Date Referred to Board of Education
- C. Date of meeting between Sayre Area School District and Grievant (if applicable)
- D. Disposition of Grievance by the Board of Education

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Signature of President                      Date  
Board of Education

- E. Position of Grievant and/or Association

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Signature of Grievant                      Date

**STEP IV**

Grievance #

- A. Date submitted to Arbitrator
- B. Disposition and Award of Arbitrator

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Signature of Arbitrator                      Date of Decision

NOTE: Attach additional sheet(s) if necessary for any of the above sections.

**APPENDIX “E”**

**Family and Medical Leave Act of 1993 (“FMLA”)  
P.L. 103-3**

**The District agrees to follow the Family Medical Leave Act, as amended.**

## APPENDIX "F"

### Collaborative Problem Solving

The Association and the Board agree to discuss the following issues in a Collaborative Problem Solving (CPS) format utilizing an outside facilitator to train Board members, administrators, staff and support staff representatives in the NEA or a NEA-like model. The Association and the school district each agree to pay 50% of the training costs. The training may begin anytime after June 30, 1999 as mutually arranged by the Association and school district, but must begin no later than a year following the signing of this collective bargaining agreement. CPS sessions will be scheduled following initial training and the attainment of a collective bargaining agreement and continue with the assistance of a facilitator, unless mutually agreed to the contrary, until all the issues placed in this forum from the collective bargaining process are either resolved or determined by the facilitator to be unresolvable. The result of CPS process will not be binding on the district. Other issues may be added at any time to the following list if mutually agreed upon by the parties.

#### Collaborative Problem Solving Issues:

- Number of students per class
- Physical education classes
- Keys to buildings
- Telephones
- Technology
- Scheduling
- Discipline
- Budget
- Mutual respect
- Professional improvement