

Contract Agreement
between
Troy Area School District
And
Troy Area Education
Association

2023-2024 through 2026-2027

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Article I – General Provisions

A. Recognition

The Troy Area Education Association/PSEA, hereinafter called the bargaining agent, is hereby recognized by the Troy Area School District, hereinafter called the employer, as the bargaining agent for the eligible professional employees of the Troy Area School District, hereinafter called the bargaining unit under the conditions of Pennsylvania Law (Act 195, 43 Pa.CSA 201 et seq as amended; act 195 of 1970, 43 P.S. 1101 and Act 88 of 1992, 24 P.S. 11-1101-A) 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 voluntarily without undue or unlawful coercion or force by either party.

B. Terms of Agreement and Modification

All provisions of this agreement shall be implemented on July 1, 2023 and end on June 30, 2027 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 modification of this agreement, shall be evidenced by an amendment to this agreement to which both parties shall signify their approval by affixing their signatures thereon.

C. No Lockout-No Strike Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195, 43 Pa. CSA 201 et seq. as amended; Act 195 of 1970, 43 P.S. 1101 and Act 88 of 1992, 24 P.S 11-1101. As a condition of the various Provision of this agreement to which the parties have agreed, the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this agreement and the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195, 43 Pa CSA 201 et seq. as amended; Act 195 of 1970, 43 P.S. 1101 and Act 88 of 1992, 24 P.S. 11-1101-A) during the term of this agreement.

D. Wages and Salary Provisions

The parties agree that wages and salaries to be affected by this agreement are accurately reflected in Article III, made part of this agreement, and that the schedule of wages and salaries set forth in Article II shall be the schedule which shall remain in full force for the period of this agreement. In the event that the term of this agreement shall be extended as provided in Section B above, and in the event that such mutually agreed upon changes result as a condition of such an extension, then a revised Article III shall be executed by the parties and attached to and made part of this agreement.

E. Other Employee Benefits

The parties agree that other employee benefits to be provided under this agreement are accurately reflected in Article IV 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 shall be evidenced by a revised Article IV which shall be executed by the parties and attached hereto and made part of this agreement.

F. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as is possible. The parties agree that grievances which arise out of the interpretation of this agreement, shall be resolved in accordance with the grievance procedure described in Article VII attached hereto and made part of this agreement.

G. Waivers

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, during the life of this agreement.

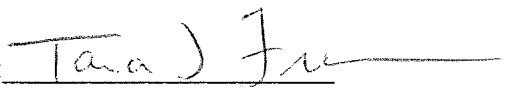
H. Separability

If any provision or application of this agreement is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications of this agreement shall continue in full force and effect.

I. Effective Date and Signatures

This agreement is made and entered into this 14th day of May, 2024 by and between the Troy Area School District and the Troy Area Education Association.

By: 
Board of Directors' President

By: 
TAEA President

Article II – Terms and Conditions of Employment

A. Job Security and Job Progression

The Pennsylvania School Code includes certain job security provision, 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 that matter in which the job security, job progression and reduction in force practices shall be effected with respect to members of the bargaining unit.

B. School Year

The professional employees' work year shall consist of One Hundred Eighty-Eight (188) days. Of these, One Hundred Eighty (180) shall be regular teaching days, four (4) shall be in-service days, and four (4) shall be professional development days.

Additional time worked in excess of the regular teaching year (total days per school year in above paragraph) shall be paid on a prorate of the annual salary. Additional days will be paid by submission of the appropriate documentation of the completion. Teachers pre-approved for additional time will be as follows: Vo-Ag Teachers, Nurses, Guidance Counselors, School Psychologist, and Social Workers up to fifteen (15) days each. Pre-approved members will coordinate with their supervisors to establish the schedule of additional days no later than the last student day of the year. All other teachers will require prior administrative approval before working days beyond the contractual yearly total of days as listed above. Deductible absences will be computed on the same basis.

School term being defined as the 180 student days.

The Professional Development days shall be used for professional development as determined by the Professional Development Committee.

The parties agree that in-service days are to be used for faculty to work preparing their classrooms, working on their curriculum, report cards, and other student related activities, with the understanding that the District may need to hold a staff meeting of up to one (1) hour on one or more of those days

Teachers/Professional Staff shall be required to work on Back to School Night and extended hours for the Parent Teacher Conferences. Staff will be dismissed at 1:30pm on early dismissal days prior to each holiday (Thanksgiving, Christmas and Easter).

C. Teacher Day

The normal work day shall consist of a minimum of seven hours and thirty minutes (7 hours, 30 minutes) three days a week and seven hours and forty-five minutes (7 hours, 45 minutes) two days a week for scheduled administrative meetings, including the lunch period except days when students are dismissed early due to emergencies. On such days teachers may leave at a reasonable time with mutually agreeable assignments made for student safety. Administrative discretion may be used in decreasing the normal work day.

Effective with the ratification of this agreement, teachers shall receive forty two (42) minutes of preparatory time each student day, in an uninterrupted block. In the event of a delayed opening or early closing, preparatory time will be prorated to reflect the shortening of the school day. Teachers shall be credited with Compensatory time in the event the district fails to provide a substitute for an absent teacher and a member of the bargaining unit has to cover class(es) during any unscheduled time. The compensatory time may be used as time off in half day or full day increments with a cap of four (4) days off per year.

Compensatory time not used by the end of the school year will be tallied and paid the employee at the rate of \$40/hour.

D. School Closing Notification and Delayed Opening

When conditions necessitate a one, two or three hour delayed opening, employees should report for work one, two or three hours, respectively, after their scheduled times. Should condition necessitate that the delayed opening be changed to the closing of school for the date, the employees will be notified before 8:30 a.m.

E. Teacher Records

Any material involving an employee that originates while he or she is employed with the Troy Area School District, and which is placed in the employee's personnel file, shall be available upon reasonable prior request at the Central Administrative Offices for inspection by the employee involved. This inspection will be conducted under the direct observation of the Superintendent or his/her designee. The employee shall be permitted to answer such materials, and such answers shall be placed in that file and remain therein as long as the Board's original material remains in the file. When a new item is inserted in the employee's file, the employee will be informed and be given an opportunity to inspect this item and respond to this item, and have this response placed in his or her file. Examination of the employee's file shall be limited to the Superintendent or his/her secretary. All official records shall be located in one central location. All active records will be stored and locked in fireproof containers.

F. Seniority

Seniority for certified personnel in the Troy Area School District shall be determined by:

Seniority for certified personnel shall be determined by the total length of continuous service in the Troy Area School District. Any ties in seniority shall be broken as stated below:

A tie shall be defined as two or more individuals having the same number of year's seniority with identical certification.

1. Years of continuous service in the State of Pennsylvania as determined by PSERS.
2. If none of the above resolved the tie, the date of hiring as recoded in the board minutes will resolve seniority. If hired at the same meeting it will be determined by order listed on the agenda.

Any professional employee who by virtue of suspension/furlough or demotion under Section 1151 of the school code, is required by the School District to accept less than full-time employment or substitute employment, shall accrue seniority time at the rate of one full year for each school year worked as if the employee were employed full time. This shall pertain only to those professional employees who were, previous to the change in their employment status, employed by the Troy Area School District in a full-time position.

G. Recall of Furloughed Employees

1. No new appointment, permanent position or long term substitute position, shall be made while there is a furloughed professional employee who is properly certified to fill such vacancy.
2. Reinstatement shall be governed by:
 - a. The proper certification required to fill such vacancy.
 - b. Seniority within the Troy Area School District, the most senior suspended employee certificated for the position shall be recalled first.
 - c. The recalled employee would be placed on their proper salary schedule placement and receive all benefits and privileges of the contract.

Article III – Wages and Salary Provisions

A. Professional Salary Schedule

The professional salary schedule, as shown in this appendix, shall remain in effect for all professional employees 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years.

B. Steps

Salary steps shall be applied progressively from the step on which the employee was first employed in the Troy Area School District, or as otherwise stipulated in Act 96, 405, 11. The assignment of a salary step does not imply or grant seniority in the Troy Area School District.

C. Column Movement

Credits qualifying for column movement will be made twice per year. The salary adjustments will occur in the first paycheck of the start of a school year and first paycheck at the start of a new calendar year. The approved documentation must be received by the business office at least two weeks prior to the pay date.

D. Experience Credit

All employees coming into the Troy Area School District will be given whatever credit for their prior teaching experience that the law requires. Initial placement on the salary schedule shall be determined by the Superintendent and the applicant during the hiring process.

E. Special Education Teachers and Speech Therapists
Speech Therapists, along with Special Education certified teachers teaching in special education shall earn \$200 additional to place on schedule.

F. Pay Periods

Employees shall have 26 bi-weekly pay periods, except those rotational calendar years that work out to 27 pay periods.

Optional lump sum salary payments for the summer months (June, July and August) will be made available to employees on the following basis:

1. The lump sum payment will be made on the second pay period in June.
2. Applicants annually must request this option in writing as of the 2nd Friday of January by the close of the business day.
3. Requests must be submitted to the Business Manager.

G. Direct Deposit

All employees currently using direct deposit shall be required to utilize direct deposit in perpetuity. Employees currently receiving a paper check may continue to receive a paper check until their separation of service from the District or until such time as they elect direct deposit. All newly hired employees or those rehired by the District shall be required to utilize direct deposit for payroll purposes.

H. Employee Portal

The District utilizes an employee portal for employees to access their payroll advice. In order to effectively use this technology:

1. Employees shall be permitted to utilize workplace computers during the workday to access the employee portal.
2. The District will ensure that all employee information and leave history will be securely maintained and accessible only by the employee at issue, business office employees, technology administrators and the superintendent of schools.
3. Employees who do not have regular access to workplace computers will be permitted to access workplace computers during the workday for the purpose of accessing the employee portal.
4. The District is committed to provide training to those employees who need assistance accessing the employee portal. Such training may include basic computer tutorial for those employees who do not have computer skills.

5. The parties shall meet in April or May of each school year to discuss appropriate manner and method of communication to employees during the summer months.

Professional employees shall progress through the salary schedule in a horizontal manner on the above salary schedule step placement chart.

Employees will progress from their 2022-2023 step as shown in the left column.

2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
				1
			1	2
		1	2	3
	1	2	3	4
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	15	15
13	14	15	15	15
14	15	15	15	15
15	15	15	15	15

J. Salary Schedule

Troy Area School District
2023-2024 School Year
Salary Schedule

STEP->	BACH	B+6	B+12	B+18	B+24	M	M+12	M+24	M+36	M+48	M+60
1	\$55,250	\$55,669	\$56,088	\$56,508	\$58,586	\$59,386	\$60,676	\$61,966	\$63,256	\$64,546	\$65,836
2	\$56,250	\$56,669	\$57,088	\$57,508	\$59,586	\$60,386	\$61,676	\$62,966	\$64,256	\$65,546	\$66,836
3	\$57,364	\$57,783	\$58,202	\$58,622	\$60,700	\$61,500	\$62,790	\$64,080	\$65,370	\$66,660	\$67,950
4	\$58,482	\$58,901	\$59,320	\$59,740	\$61,818	\$62,618	\$63,908	\$65,198	\$66,488	\$67,778	\$69,068
5	\$59,792	\$60,211	\$60,630	\$61,050	\$63,128	\$63,928	\$65,218	\$66,508	\$67,798	\$69,088	\$70,378
6	\$61,102	\$61,521	\$61,940	\$62,360	\$64,438	\$65,238	\$66,528	\$67,818	\$69,108	\$70,398	\$71,688
7	\$62,412	\$62,831	\$63,250	\$63,670	\$65,748	\$66,548	\$67,838	\$69,128	\$70,418	\$71,708	\$72,998
8	\$63,722	\$64,141	\$64,560	\$64,980	\$67,058	\$67,858	\$69,148	\$70,438	\$71,728	\$73,018	\$74,308
9	\$65,035	\$65,454	\$65,873	\$66,293	\$68,371	\$69,171	\$70,461	\$71,751	\$73,041	\$74,331	\$75,621
10	\$66,348	\$66,767	\$67,186	\$67,606	\$69,684	\$70,484	\$71,774	\$73,064	\$74,354	\$75,644	\$76,934
11	\$67,661	\$68,080	\$68,499	\$68,919	\$70,997	\$71,797	\$73,087	\$74,377	\$75,667	\$76,957	\$78,247
12	\$68,974	\$69,393	\$69,812	\$70,232	\$72,310	\$73,110	\$74,400	\$75,690	\$76,980	\$78,270	\$79,560
13	\$70,287	\$70,706	\$71,125	\$71,545	\$73,623	\$74,423	\$75,713	\$77,003	\$78,293	\$79,583	\$80,873
14	\$71,600	\$72,019	\$72,438	\$72,858	\$74,936	\$75,736	\$77,026	\$78,316	\$79,606	\$80,896	\$82,186
15	\$73,635	\$74,280	\$74,925	\$75,570	\$76,860	\$77,850	\$79,868	\$81,171	\$82,474	\$83,777	\$85,080

**Troy Area School District
2024-2025 School Year
Salary Schedule**

STEP->	BACH	B+6	B+12	B+18	B+24	M	M+12	M+24	M+36	M+48	M+60
1	\$58,500	\$58,919	\$59,338	\$59,758	\$61,836	\$62,636	\$63,926	\$65,216	\$66,506	\$67,796	\$69,086
2	\$59,723	\$60,142	\$60,561	\$60,981	\$63,059	\$63,859	\$65,149	\$66,439	\$67,729	\$69,019	\$70,309
3	\$60,723	\$61,142	\$61,561	\$61,981	\$64,059	\$64,859	\$66,149	\$67,439	\$68,729	\$70,019	\$71,309
4	\$61,723	\$62,142	\$62,561	\$62,981	\$65,059	\$65,859	\$67,149	\$68,439	\$69,729	\$71,019	\$72,309
5	\$62,723	\$63,142	\$63,561	\$63,981	\$66,059	\$66,859	\$68,149	\$69,439	\$70,729	\$72,019	\$73,309
6	\$63,723	\$64,142	\$64,561	\$64,981	\$67,059	\$67,859	\$69,149	\$70,439	\$71,729	\$73,019	\$74,309
7	\$64,946	\$65,365	\$65,784	\$66,204	\$68,282	\$69,082	\$70,372	\$71,662	\$72,952	\$74,242	\$75,532
8	\$66,169	\$66,588	\$67,007	\$67,427	\$69,505	\$70,305	\$71,595	\$72,885	\$74,175	\$75,465	\$76,755
9	\$67,069	\$67,488	\$67,907	\$68,327	\$70,405	\$71,205	\$72,495	\$73,785	\$75,075	\$76,365	\$77,655
10	\$67,969	\$68,388	\$68,807	\$69,227	\$71,305	\$72,105	\$73,395	\$74,685	\$75,975	\$77,265	\$78,555
11	\$68,869	\$69,288	\$69,707	\$70,127	\$72,205	\$73,005	\$74,295	\$75,585	\$76,875	\$78,165	\$79,455
12	\$69,769	\$70,188	\$70,607	\$71,027	\$73,105	\$73,905	\$75,195	\$76,485	\$77,775	\$79,065	\$80,355
13	\$70,992	\$71,411	\$71,830	\$72,250	\$74,328	\$75,128	\$76,418	\$77,708	\$78,998	\$80,288	\$81,578
14	\$72,215	\$72,634	\$73,053	\$73,473	\$75,551	\$76,351	\$77,641	\$78,931	\$80,221	\$81,511	\$82,801
15	\$75,635	\$76,280	\$76,925	\$77,570	\$78,860	\$79,850	\$81,868	\$83,171	\$84,474	\$85,777	\$87,080

**Troy Area School District
2025-2026 School Year
Salary Schedule**

STEP->	BACH	B+6	B+12	B+18	B+24	M	M+12	M+24	M+36	M+48	M+60
1	\$61,750	\$62,169	\$62,588	\$63,008	\$65,086	\$65,886	\$67,176	\$68,466	\$69,756	\$71,046	\$72,336
2	\$62,884	\$63,303	\$63,722	\$64,142	\$66,220	\$67,020	\$68,310	\$69,600	\$70,890	\$72,180	\$73,470
3	\$64,018	\$64,437	\$64,856	\$65,276	\$67,354	\$68,154	\$69,444	\$70,734	\$72,024	\$73,314	\$74,604
4	\$64,768	\$65,187	\$65,606	\$66,026	\$68,104	\$68,904	\$70,194	\$71,484	\$72,774	\$74,064	\$75,354
5	\$65,518	\$65,937	\$66,356	\$66,776	\$68,854	\$69,654	\$70,944	\$72,234	\$73,524	\$74,814	\$76,104
6	\$66,268	\$66,687	\$67,106	\$67,526	\$69,604	\$70,404	\$71,694	\$72,984	\$74,274	\$75,564	\$76,854
7	\$67,018	\$67,437	\$67,856	\$68,276	\$70,354	\$71,154	\$72,444	\$73,734	\$75,024	\$76,314	\$77,604
8	\$67,768	\$68,187	\$68,606	\$69,026	\$71,104	\$71,904	\$73,194	\$74,484	\$75,774	\$77,064	\$78,354
9	\$68,768	\$69,187	\$69,606	\$70,026	\$72,104	\$72,904	\$74,194	\$75,484	\$76,774	\$78,064	\$79,354
10	\$69,768	\$70,187	\$70,606	\$71,026	\$73,104	\$73,904	\$75,194	\$76,484	\$77,774	\$79,064	\$80,354
11	\$70,768	\$71,187	\$71,606	\$72,026	\$74,104	\$74,904	\$76,194	\$77,484	\$78,774	\$80,064	\$81,354
12	\$71,768	\$72,187	\$72,606	\$73,026	\$75,104	\$75,904	\$77,194	\$78,484	\$79,774	\$81,064	\$82,354
13	\$73,268	\$73,687	\$74,106	\$74,526	\$76,604	\$77,404	\$78,694	\$79,984	\$81,274	\$82,564	\$83,854
14	\$75,368	\$75,787	\$76,206	\$76,626	\$78,704	\$79,504	\$80,794	\$82,084	\$83,374	\$84,664	\$85,954
15	\$77,635	\$78,280	\$78,925	\$79,570	\$80,860	\$81,850	\$83,868	\$85,171	\$86,474	\$87,777	\$89,080

**Troy Area School District
2026-2027 School Year
Salary Schedule**

STEP->	BACH	B+6	B+12	B+18	B+24	M	M+12	M+24	M+36	M+48	M+60
1	\$66,975	\$67,394	\$67,813	\$68,233	\$70,311	\$71,111	\$72,401	\$73,691	\$74,981	\$76,271	\$77,561
2	\$67,725	\$68,144	\$68,563	\$68,983	\$71,061	\$71,861	\$73,151	\$74,441	\$75,731	\$77,021	\$78,311
3	\$68,425	\$68,844	\$69,263	\$69,683	\$71,761	\$72,561	\$73,851	\$75,141	\$76,431	\$77,721	\$79,011
4	\$69,075	\$69,494	\$69,913	\$70,333	\$72,411	\$73,211	\$74,501	\$75,791	\$77,081	\$78,371	\$79,661
5	\$69,675	\$70,094	\$70,513	\$70,933	\$73,011	\$73,811	\$75,101	\$76,391	\$77,681	\$78,971	\$80,261
6	\$70,225	\$70,644	\$71,063	\$71,483	\$73,561	\$74,361	\$75,651	\$76,941	\$78,231	\$79,521	\$80,811
7	\$70,725	\$71,144	\$71,563	\$71,983	\$74,061	\$74,861	\$76,151	\$77,441	\$78,731	\$80,021	\$81,311
8	\$71,125	\$71,544	\$71,963	\$72,383	\$74,461	\$75,261	\$76,551	\$77,841	\$79,131	\$80,421	\$81,711
9	\$71,475	\$71,894	\$72,313	\$72,733	\$74,811	\$75,611	\$76,901	\$78,191	\$79,481	\$80,771	\$82,061
10	\$71,775	\$72,194	\$72,613	\$73,033	\$75,111	\$75,911	\$77,201	\$78,491	\$79,781	\$81,071	\$82,361
11	\$72,025	\$72,444	\$72,863	\$73,283	\$75,361	\$76,161	\$77,451	\$78,741	\$80,031	\$81,321	\$82,611
12	\$73,175	\$73,594	\$74,013	\$74,433	\$76,511	\$77,311	\$78,601	\$79,891	\$81,181	\$82,471	\$83,761
13	\$75,175	\$75,594	\$76,013	\$76,433	\$78,511	\$79,311	\$80,601	\$81,891	\$83,181	\$84,471	\$85,761
14	\$77,175	\$77,594	\$78,013	\$78,433	\$80,511	\$81,311	\$82,601	\$83,891	\$85,181	\$86,471	\$87,761
15	\$79,635	\$80,280	\$80,925	\$81,570	\$82,860	\$83,850	\$85,868	\$87,171	\$88,474	\$89,777	\$89,999

K. Extra Duty Activities

	2023-2024	2024-2025	2025-2026	2026-2027
Homebound Instruction (hourly)	\$22.53/hr.	\$22.76/hr.	\$22.99/hr.	\$23.22/hr.
Outside Music	\$5,257	\$5,310	\$5,363	\$5,416
Chorale	\$5,257	\$5,310	\$5,363	\$5,416
Yearbook	\$2,302	\$2,325	\$2,348	\$2,372
Senior Class Advisor (2)	\$735	\$743	\$750	\$758
Junior Class Advisor (2)	\$570	\$575	\$581	\$587
Sophomore Class Advisor (2)	\$570	\$575	\$581	\$587
Freshman Class Advisor (2)	\$402	\$406	\$410	\$414
8th Grade Class Advisor (2)	\$402	\$406	\$410	\$414
7 th Grade Class Advisor (2)	\$402	\$406	\$410	\$414
Play Advisor	\$1,806	\$1,824	\$1,842	\$1,861
Trojan Crier	\$402	\$406	\$410	\$414
Senior High School Student Council Advisor (gr. 9-12)	\$1,312	\$1,325	\$1,338	\$1,352
Junior High School Student Council Advisor (gr. 7-8)	\$658	\$664	\$671	\$677
National Honor Society Advisor (2) (9-12)	\$714	\$721	\$728	\$736
National Honor Society Advisor (7-8)	\$714	\$721	\$728	\$736
Band Front Advisor	\$993	\$1,003	\$1,013	\$1,023
FBLA Advisor (2)	\$620	\$626	\$633	\$639
Majorette Advisor	\$993	\$1,003	\$1,013	\$1,023
Speech & Debate Advisor	\$1,248	\$1,261	\$1,273	\$1,286
Junior High Fall/Winter Cheer Advisor	\$3,500	\$3,535	\$3,570	\$3,606

L. 2023-2024 – 2026-2027 Coaching Salary Scale

Coaching salaries are only applicable to coaches who are also bargaining unit members of TAEA.

	Step 1	Step 2	Step 3	Step 4	Step 5
Football - Head	\$5,542	\$5,764	\$5,984	\$6,205	\$6,430
Football - Assistant	\$4,211	\$4,431	\$4,653	\$4,876	\$5,098
Football - 7th/8th grade	\$2,525	\$2,660	\$2,791	\$2,926	\$3,058
Football - 7th/8th grade Assistant (if needed)	\$1,768	\$1,860	\$1,954	\$2,048	\$2,142
Wrestling - Head	\$5,542	\$5,764	\$5,984	\$6,205	\$6,430
Wrestling - Assistant	\$4,211	\$4,431	\$4,653	\$4,876	\$5,098
Wrestling - 7th/8th grade	\$2,525	\$2,660	\$2,791	\$2,926	\$3,058
Wrestling - 7th/8th grade Assistant (if needed)	\$1,768	\$1,860	\$1,954	\$2,048	\$2,142
Boys Basketball - Head	\$5,542	\$5,764	\$5,984	\$6,205	\$6,430
Boys Basketball - Assistant	\$4,211	\$4,431	\$4,653	\$4,876	\$5,098
Boys Basketball - 7th/8th grade	\$2,525	\$2,660	\$2,791	\$2,926	\$3,058
Boys Basketball - 7th/8th grade Assistant (if needed)	\$1,768	\$1,860	\$1,954	\$2,048	\$2,142
Girls Basketball - Head	\$5,542	\$5,764	\$5,984	\$6,205	\$6,430
Girls Basketball - Assistant	\$4,211	\$4,431	\$4,653	\$4,876	\$5,098
Girls Basketball - 7th/8th grade	\$2,525	\$2,660	\$2,791	\$2,926	\$3,058
Girls Basketball - 7th/8th grade Assistant (if needed)	\$1,768	\$1,860	\$1,954	\$2,048	\$2,142
Girls Volleyball - Head	\$4,876	\$5,098	\$5,319	\$5,541	\$5,764
Girls Volleyball - Assistant	\$3,767	\$3,988	\$4,209	\$4,431	\$4,654
Girls Volleyball - 7th/8th grade	\$2,259	\$2,394	\$2,525	\$2,660	\$2,793
Girls Volleyball - 7th/8th grade Assistant (if needed)	\$1,583	\$1,677	\$1,768	\$1,860	\$1,954
Cross Country - Head	\$4,431	\$4,654	\$4,876	\$5,098	\$5,319
Cross Country - Assistant	\$3,545	\$3,767	\$3,988	\$4,209	\$4,431
Track - Head	\$4,431	\$4,654	\$4,876	\$5,098	\$5,319
Track - Assistant	\$3,545	\$3,767	\$3,988	\$4,209	\$4,431
Baseball - Head	\$4,431	\$4,654	\$4,876	\$5,098	\$5,319
Baseball - Assistant	\$3,545	\$3,767	\$3,988	\$4,209	\$4,431
Softball - Head	\$4,431	\$4,654	\$4,876	\$5,098	\$5,319
Softball - Assistant	\$3,545	\$3,767	\$3,988	\$4,209	\$4,431
Boys Soccer - Head	\$4,876	\$5,098	\$5,319	\$5,541	\$5,764
Boys Soccer - Assistant	\$3,767	\$3,988	\$4,209	\$4,431	\$4,654
Girls Soccer - Head	\$4,876	\$5,098	\$5,319	\$5,541	\$5,764
Girls Soccer - Assistant	\$3,767	\$3,988	\$4,209	\$4,431	\$4,654
Varsity Cheerleading – Fall/Winter/Competitive	\$5,500	\$5,500	\$5,500	\$5,500	\$5,500
Game Manager	\$89	\$89	\$89	\$89	\$89

M. Induction

Mentors for the teacher induction program shall be paid one thousand dollars (\$1,000) in year 1 of the program and five hundred dollars (\$500) in year 2 of the program. The induction program may not be used as any part of the evaluation or rating of either the inductee or the mentor.

N. Extra Duty Pay

Employees who work beyond their normal contractual work day shall be entitled to receive pay at the rate of \$25.00/hour, unless those employees are receiving Act 48 credit as a component of their extra-duty time. Such pay is not applicable for those employees performing paid extra-curricular supplemental tasks, as listed in the collective bargaining agreement. Such pay shall be provided in those instances where an employee is required to work by the District prior to or following the contractual day or on District approved extra duties for which the District requires attendance. Such pay will not be applicable for employees performing their normal work before or after the school day (e.g. lesson development, grading) or for work not approved or requested by the District.

Article IV – Employee Benefits

A. Credit Reimbursement

To be eligible for reimbursement, a course approval form must be completed and approved by your principal and the superintendent prior to enrollment. Forms may be obtained from your principal. Once approval has been given and the course completed, approved documentation (refer to #4) must be issued to complete requirements for payment.

Beginning with the 2023-2024 school year, reimbursement for courses will be limited to a maximum annual expense for all such application of \$80,000 per year for the entire bargaining unit. Employees planning to apply for credit/tuition reimbursement shall notify the District four (4) weeks before the start of the class of each applicable year of the expected course and cost of said course. Employees who are in an approved program shall receive preference toward the \$80,000 allotment. The remaining applicants shall be reviewed by the Superintendent, who shall have the authority to select the order of priority for reimbursement, in order to provide the most educational beneficial professional development, from the \$80,000 pool. In the event the \$80,000 is not exhausted with this initial application period, applications for credit reimbursement shall be considered on a case by case basis for the remainder of the school year under the provisions of this article until such time as the \$80,000 is exhausted.

The \$80,000 yearly limit shall increase each year the same percentage as the Penn State graduate tuition rate increases.

Credits will only be reimbursed if the expense reimbursement and supporting documentation is submitted to the Business Office within sixty (60) calendar days of the course completion date.

In addition, Tuition Reimbursement will be paid to teachers for approved credits as follows:

1. All eligible courses shall be reimbursed at the lesser of Penn State graduate credit rate or the actual cost.
2. There will be a reimbursement limit of twelve (12) credits per year except the limit does not apply for courses taken on sabbatical. Credits completed and earned prior to June 30 of each year will be counted in the previous school year so that the time period used each year in calculation the maximum reimbursement limit of twelve (12) credits or a maximum annual expense of \$80,000 per year (adjusted annually based on the Penn State graduate tuition rate increase) from July 1st through June 30th.
3. Graduate credits must be secured from a college or university with an accredited graduate program, either traditional or on-line.
4. Official college or university transcript and bursar's receipts are required to be submitted to the district administration office showing courses taken, grades secured, proof of payment and dates attended. The minimum grade acceptable for reimbursement shall be a minimum of a 2.5 grade point average.
5. Reimbursement for credits earned will be made within thirty (30) days upon receipt of approved documentation in the business office.
6. Graduate credits are to be in the employee's field of certification or may be directly related to some portion of his/her teaching assignment, or at the request of the administration with the consent of the employee.
7. Credits earned under scholarship, grants or other financial subsidies are not eligible for reimbursement.
8. Credits earned during sabbatical leave will be eligible for reimbursement at the same rate as all other graduate credits.
9. Courses taken by new employees will be eligible for reimbursement subject to the regulations.
10. If the recipient of the credit reimbursement voluntarily decides not to return to work in the Troy Area School District for one year, the full amount paid to the said professional employee will be refunded to the Troy Area School District unless waived by the Board.
11. The District shall provide the Association a complete list of credit request, approvals, and denials three (3) times per year: At the start of the school year, at the end of the second (2nd) marking period, and at the end of the school year.

B. Health Insurance

The District is a member of the Northern Tier Insurance Consortium (NTIC). The District shall provide insurance plans to the employees through NTIC.

The District shall offer the HDHP-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.

The medical plans offered through this agreement are a contract between the district and the NTIC and its Third Party Administrator. No dispute over a claim for any benefits extended through this agreement's health care clause shall be subject to the grievance procedure established in this collective bargaining agreement. The parties agree that the terms of the coverage within a particular plan are solely within the discretion of the carrier and that those terms will be accepted as they may be changed.

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

C. Premium Share

HDHP-1 Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. 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 plus any additional premium share increase for the current year, the amount not to exceed the current year premium share

2023/2024 - \$1,200/year
2024/2025 - \$1,300/year
2025/2026 - \$1,500/year
2026/2027 - \$1,600/year

HDHP-1 Non-Single Coverage: All bargaining unit members will be responsible for paying a premium share as listed below. 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 plus any additional premium share increases for the current year the amount not to exceed the current year premium share.

2023/2024 - \$2,200/year

2024/2025 - \$2,500/year

2025/2026 - \$2,800/year

2026/2027 - \$3,000/year

No premium co-pay shall apply to retirees, except as shown in Article IV. F

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

D. 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.

Late Arriving Bills - It may be possible that the employer will not have access to all health care cost incurred by the employee at the time the employees premium share is set. Both parties agree that the costs incurred and listed by the HRA Administrator as of June 30th each year will be used for determining the premium share for the subsequent year. If the employer is notified of additional costs incurred by the employee after the employee's premium share has been set, the employer shall notify the employee at least one paycheck in advance of the issue and the new premium share.

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

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

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.

Both parties recognize that billing adjustments may cause discrepancies with HRA accounts. The parties agree that should an overpayment check be received it must be submitted to the Troy Area School District Business Office within 15 business days of receipt in order to be deposited into the member HRA account. The parties agree that should a member use the HRA funds for ineligible expenses, the member shall reimburse the District within 30 calendar days of notification. The District agrees that should billing and claim adjustments result in insufficient HRA funds and eligible medical expenses are owed, the District may, if requested, financially assist Association members in an attempt to prevent members from being financially harmed; and the Association recognizes that all financial assistance is temporary and that no member will benefit financially from any such assistance. Should the District be able to show that a member should not have received the financial assistance referenced above, or that the member benefitted financially from the assistance, the Association agrees the member shall reimburse the District within 30 calendar days of notification. The Association further agrees the District retains all rights of law to take action to make it whole.

The Troy 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 Troy 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 Board agrees to maintain the present carrier for continuation of the same hospitalization plan in effect, and the board will cover any increase in costs for the program during the life of the contract. The plan shall be extended to provide coverage for dependent children to age 26.

It is agreed that the present carrier for health and dental insurance for those who select it, shall continue for the term of this contract except, should a joint committee of the Association and Board mutually select another carrier to provide the same or better coverage/benefits at a savings to the district, the carrier(s) may be changed, provided both the Association and board ratifies any proposed change.

Said joint committee shall consist of four Association representatives and four Board representatives and will meet at the request of either party to consider changing insurance carriers. Such meeting of the joint committee shall take place within thirty (30) days of the initial request. It is understood that this committee will meet only to discuss and/or

recommend, upon mutual agreement, the selection of another insurance carrier(s). Such change in carrier(s) may only take place upon ratification of the Association and the Board.

All employees shall continue to be covered by the dental plan. The Troy Area School District Board of Education shall provide all the benefits, coverage, and services that are provided for and stated in the carrier's handbook of services.

E. Employee Dental Coverage: \$2,000 annual maximum

F. Health Insurance Waiver

1. Participation, which will be entirely voluntary, involves waiving use of the School Districts health insurance plan in exchange for monetary compensation.
2. A participating employee shall receive annual compensation in the amount of three thousand dollars (\$3,000) in the form of two separate payments of one thousand five hundred dollars (\$1,500) each, so long as the participating employee is an active employee at the time payment is due.

New hires within 60 days of the time of payment who opt out of health insurance will receive a prorated amount.

Should more than eight (8) bargaining unit members utilize this section the yearly amount shall increase to four thousand five hundred dollars (\$4,500).

Should more than ten (10) bargaining unit members utilize this section the yearly amount shall increase to five thousand five hundred dollars (\$5,500).

3. Married couples employed by the District are not eligible to participate.
4. 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.
5. A participating employee has the right to re-enroll in the health insurance plan at the next annual enrollment period unless there is a "life-changing event", which is defined as one or more of the following:
 - a) Marriage, divorce, or legal separation of the employee
 - b) Death of employee's spouse or child(ren)
 - c) Birth or adoption of a child(ren) by employee or spouse, change in number of dependents
 - d) Loss (voluntary or involuntary) of job by spouse

- e) Change in employment status from full time to part time or vice versa for employee or spouse
- f) Change in spouse's health insurance coverage, which results in a loss of major benefits
- g) Spouse become Medicare eligible.

6. In the event of a "life changing event", as verified or 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. Any payments due under this Section will be prorated in the event an employee utilizes District healthcare for any portion of the year.

G. Life Insurance

A term life insurance policy shall be purchased by the district for each employee in the amount of \$50,000.

H. Mileage

The IRS rate per mile will be paid to employees for the use of their automobile for school purposes, when authorized by the superintendent or business manager.

I. Retirement

Upon permanent retirement from school employment, employees with ten or more years of service in the Troy Area School District will be reimbursed for unused accumulated sick leave at the rate below for retirements effective the school year following notice.

Submit Retirement Letter	Rate up to 150 days
On or before March 1 st of school year	\$60/day
From March 2 nd to April 1 st	\$50/day
From April 2 nd to last day of school	\$35/day
After the last day of school	\$25/day

Any permanent retirement that is effective the same school year as notice is given, employees otherwise entitled to retirement reimbursement shall be paid \$50.00/day if at least ninety calendar days' written notice is provided and \$40.00/day if at least forty five calendar days' written notice is provided. If a retirement is sudden due to documented health reasons the deduction in reimbursement will be waived and the member will be paid at \$60.00/day.

The retirement reimbursement for unused sick days will be paid within thirty (30) days after the employee submits proof of permanent retirement to the Business Office.

If an employee dies while in service, the beneficiary would receive his or her appropriate sum calculated at the "On or before April 1 of school year" rate. The beneficiary shall be the employees PSERS beneficiary, or as otherwise stated in writing by the employee. Supporting PSERS documentation which includes the listed Beneficiary(s) shall be submitted to the Business Office prior to payment.

J. Retirement Incentive

- a) If he/she is eligible, at the time of retirement, the employee may select the Troy Area School District paid insurance retirement plan.

Upon retirement from the Troy Area School District, an eligible employee shall have the option of continuing current medical and/or dental insurance coverage as provided in the collective bargaining agreement and all improvements thereto as contained in subsequent agreements.

- a) If the insurance is elected by the employee the district shall set aside a monetary credit in the amount equal to one and one-half (1 ½) of the retiring professional's highest salary year that has been earned by the employee on the Troy Area School District Professional Salary Scale. Retirees who qualify for and receive the PSERS premium assistance shall be charged that amount, (currently \$100 per month). That amount shall be credited to the retiree's escrow account for health insurance. The District shall send to all current retirees the proper PSERS forms for them to obtain the PSERS premium assistance. The monetary credit shall be used to purchase health insurance for the employee only. Retired employees desiring to purchase health insurance for an eligible spouse or dependent may do so but may not use monies from the escrow account.
- b) If this option is not elected by the employee at the time of retirement, there shall be no entry by the employee, spouse or other dependents at a later date, except an employee may obtain coverage for the employee, spouse or other dependents by paying the then current premium to the district as eligible under state and/or federal laws.

The monetary credit may be used by the employee if they are currently covered by the school's insurance plan. When the monetary credit is exhausted, the insured employee will be required to pay the then current premiums or to drop coverage.

If the Troy Area School District retiree takes employment elsewhere and is thereby covered by another plan, the district will no longer be obligated to provide coverage to the retired employee, nor his spouse or other dependents; unless the retiree is eligible, under state and/or federal law, to continue coverage. If eligible to continue coverage, the retiree and by extension spouse or other dependent, may do so by paying the then current premium to the district.

- c) Death Provision

If the employee dies before he/she reaches eligibility for Medicare the unused monetary credit will revert to the district. In all cases the district will have control and use of all monetary credit invested in this program.

K. Section 125 Plan

1. The School District shall continue to maintain an IRS Section 125 Plan, which makes available to all employees Flexible Spending Accounts for medical expenses and dependent care expenses.
2. The program will be effective from July 1 through June 30 each year.
3. Employees may participate in either or both plans by making an annual election.
4. The medical care expense reimbursement plan and the dependent care expense reimbursement plan both have maximum contribution amounts. All employees will have an annual opportunity to elect to participate and/or change their contribution amounts, which will be made over 26/27 period cycle from July 1 through June 30.
5. All employees will continue to have their premium assistance contribution federal tax deferred pursuant to Section 125 of the Internal Revenue Service Code unless a written request is submitted to the Business Office on or before the first regular business day falling on or after June 9 of each year.
 - a. Employees are responsible for understanding the risks and benefits of the program, which will be implemented and administered by a plan administrator. If an administrative charge is assessed by the current plan administrators, the charge shall be the responsibility of participating employees. The administrator shall be jointly selected by a committee from the Association and the District. If a charge is assessed, it will be responsibility of the employee.

L. Excise Tax

If it is determined at any time that the current health care plan will be subject to the excise tax, or any other ruling or regulation is promulgated which has the effect of raising health care costs for the district by more than ten (10%) percent, then the parties agree to meet to identify an alternative plan that will not be subject to the excise tax or increased costs. If the parties fail to agree on such a plan by the start of the school year in which the increased cost will take effect, then the issue will be submitted to binding arbitration wherein the arbitrator is only empowered to pick of the two proposals submitted by the parties.

M. Vision Insurance

The parties shall form a committee of two members each to search for and recommend to the parties a carrier and vision insurance plan that the employees may purchase through the District with payroll deduction. When such a carrier and plan are found, each party shall hold a ratification to include the language in this agreement.

Article V – Leaves

A. Sick Leave Bank

The Association may establish a sick leave bank to which professional employees may contribute days of unused sick leave. Such sick leave bank is to be administered by the Association, who shall furnish the school district a copy of the rules and regulations governing the same and who shall further certify the contributors thereto, those eligible to withdraw therefrom, and the number of days of withdrawal to which each beneficiary is entitled. Such certification of sick bank usage must be made to the school district with the close of each school term. The school district agrees to honor withdrawals upon proper certification from the Association, not to exceed a total contractual days per year. Sick leave bank days may not be granted to an employee who is eligible for medical sabbatical leave.

The Association shall appoint a committee to audit the current sick leave bank to verify the days in the bank within sixty (60) days of the implementation of this contract. Once the days are verified, the days in the current bank will be transferred to the new bank within five (5) work days of the completion of verification.

B. Sick Leave

Sick leave shall be provided in accordance with Section 1154 of the Pennsylvania School Code.

C. Transfer of Sick Leave

New employees having previous teaching experience and accumulated sick leave in another Pennsylvania School District shall be credited with the number of days accumulated, not to exceed 25 days. It shall be the responsibility of the new employee to obtain certified proof of the total days transferable from his/her previous employer.

D. Personal Days

1. All employees will be granted three (3) personal days per year. A fourth personal day may be earned by accumulating one hundred (100) unused sick days for a maximum of four (4) personal days.
2. Personal days may be accumulated to an unlimited number, but an employee may only use five (5) personal days in one year, and these may be used at one time with the prior approval from the Superintendent.
3. Not more than five (5) teachers may be absent at one time on personal days.
4. In emergencies, the administration may waive the conditions under 2 and 3.
5. Accumulated days are to include transfer days.

E. Reimbursement for Unused Personal Leave

Upon permanent retirement from school employment, employees with ten or more years of service in the Troy Area School District will be reimbursed for unused accumulated personal days at the rate below for retirements effective the school year following notice:

Submit Retirement Letter	Rate up to 55 days
On or before March 1 st of school year	\$60/day
From March 2 nd to April 1 st	\$50/day
From April 2 nd to last day of school	\$35/day
After the last day of school	\$25/day

Any permanent retirement that is effective the same school year as notice is given, employees otherwise entitled to retirement reimbursement shall be paid \$50.00/day if at least ninety calendar days' written notice is provided and \$40.00/day if at least forty five calendar days' written notice is provided. If a retirement is sudden due to documented health reasons the deduction in reimbursement will be waived and the member will be paid at \$60.00/day.

F. Bereavement Leave

Whenever a professional employee or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five school days. The board of directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, niece, nephew (children a sibling), grandparent, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home. Bereavement days must be used within 2 weeks of the death and/or funeral/celebration of life.

Whenever a professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral with additional days for out of state travel with the approval of Superintendent. The board of directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as any relative identified in Section 1154 of the Pennsylvania School Code (as of the signing date of this agreement) who is not listed in the paragraph above.

G. Sabbatical Leave

Sabbatical leave, or leaves of absence, for one year at 50% of the professional employee's proper salary will be granted for the purpose of professional development or health. Such leave will be granted provided the state requirements for eligibility for sabbatical leave are fulfilled and provided the applicant signs a statement that he/she will work in the Troy Area School District for not less than one year upon termination of his sabbatical leave.

If the recipient of the leave does not fulfill his/her contractual obligation to return to work in the Troy Area School District for one year the full amount paid to be said professional employee during the leave will be refunded to the Troy Area School District.

Payment of sabbatical salaries to professional employees will be made in the usual manner during the year of sabbatical leave.

Provisions for sabbatical leaves and leaves of absence as set forth in Section 1166 through 1171 of the Pennsylvania School Code shall apply. (24 P.S 11-1166 to 11-1171 as amended).

H. Association Days

The Association shall be granted two (2) leave days per year to attend Association conferences or workshop without any cost, loss of pay or sick leave. The Association shall be granted additional days providing the Association reimburse the District for substitute (current substitute daily rate) if a substitute is used. A minimum of three (3) days' notice shall be provided to the building principal prior to the absence.

I. Legal

Paid leave shall be granted to employees as is necessary for appearances in any legal proceedings as a juror, under subpoena, or in connections with the employee's employment with the school system. Said paid leave pursuant to this subsection shall not include criminal matters where the employee has been charged with a crime or is appearing as a defendant, civil actions where the employee is party to such actions, or administrative actions brought against the employee by the District or the Commonwealth. The District shall pay the employee his/her normal wage or salary for the day. The employee shall be required to reimburse the District the value of the jury or witness fee received, exclusive of mileage reimbursement which the employee shall be entitled to retain. The employee shall furnish documentation of the appearance as soon as practicable in advance of the date the leave is necessary.

J. Unpaid Days Off

The use of unpaid time off – commonly referred to as “dock days” or “deduct days” – shall require pre-approval from the superintendent prior to the use of the leave. The employee shall be responsible for the per diem cost to the District for health care benefits for each unpaid day off, which amounts shall be withheld from the next pay cycle following each unpaid day off. Unpaid time off for legitimate purposes or reasons shall not be unreasonably denied by the superintendent.

Unpaid days off shall be reported to the Board as an informational item only.

Employees shall be instead required to utilize the paid leave available to them under the contract and to manage their leave carefully in order to avoid situations where an employee would be required to utilize unpaid days off. Employees may use paid personal leave during the first and last week of the school term or contiguously with Thanksgiving, Christmas or Easter vacations, provided that no more than five (5) teachers are absent on any single work-

day. The superintendent may waive the conditions of the limit on the number of employees out on any one day, but is under no obligation to do so.

This section shall not reduce, enhance or alter either the District's or the employees' rights to use other forms of paid or unpaid leave as those leaves are provided elsewhere in this contract or by law.

Article VI – Miscellaneous

A. Meet and Discuss

In accordance with Section 702 of Act 195, which states that public employers shall be required to meet and discuss on policy matters affecting wages, hours, and term and conditions of employment, as well as the impact thereon, upon request of the public employee representative, the parties agree to the following procedures”

1. Representatives of the parties agree to meet on mutually agreeable dates during the school year. Times and dates may be requested by either party and may be changed by mutual consent.
2. Both the employer and the employee shall submit items for the agenda at least ten (10) working days prior to that meeting. Agenda items may be in addition to those listed above.
3. Each party agrees to select no more than four (4) people to represent them who are most qualified to discuss the particular topics in item two (2) above. At least one Board member shall represent the district. Additional resource people may be invited, but shall be limited to discussing the agenda item pertaining to them.
4. The intent of meet and discuss shall be to resolve agenda items. If possible, the resolutions shall be handled administratively; if not, a recommendation shall be presented to the board for consideration.

B. Dues Deduction

The Board will deduct dues from the salaries of the members of the local association, the Pennsylvania State Association, and the National Education Association. The association will provide the board with membership lists no later than September 10 of each school year. Dues deduction will be made in equal installments as soon as practical after the beginning of the school year, but in no case later than the last pay period in September.

C. The pronoun he refers to both genders throughout this contract where he/she is not specified.

D. In the event a vacancy arises for a bargaining unit position, inclusive of all extra-duty assignments covered by this agreement, the District shall notify all bargaining unit employees of such vacancy by posting the vacancy on the school website. The District shall also notify the Association president of the vacancy and provide a copy of the posting.

Internal applicants shall be guaranteed an interview. Feedback will be given to any internal applicant not chosen.

- E. The District shall notify the Association within one (1) business day of the receipt of a Right to Know request that pertains to the bargaining unit. The District's failure to do so shall not be grieved under the Agreement.
- F. In terms of the requirements state in Act 82 and its regulations. The parties shall form an advisory committee to discuss those areas of the professional evaluation in which there is a duty to bargain on the part of the district. The committee will consist of 4 members of the bargaining unit and 4 board members/administrators, Regardless of any recommendation by the committee, the superintendent shall make the final determination as to such terms.

Article VII – Grievance Procedure

- A. The parties to this agreement agree that an orderly and expeditious resolution of grievance arising out of the interpretation of the terms of this agreement shall provide for four (4) step process which is described in the following paragraphs and the table attached here to. The parties also agree that the Association has an inherent interest in protecting the Agreement, thus the Association President shall be notified upon the filing of any grievance by a member of the bargaining unit and offered the opportunity for input at any and all stages and steps outlined below. Additionally, should any disagreement arise from a superintendent's decision or affect the employees in more than one building, Step 1 below may be bypassed.
- B. Step I
Person, or persons initiating the alleged grievance shall present the grievance with or without the T.A.E.A. representing this person or persons in writing and on a form provided by the employer, to the first level supervisor (high school principate, middle school principal or elementary principal/supervisor) within ten school days or 15 days (if not during the instructional year) after its occurrence.

The first level supervisor shall reply to the grievance within ten (10) days after the initial presentation of the grievance.
- C. Step II
If the action taken in Step 1 above fails to resolve the grievance to the satisfaction of grievant, the grievance shall be referred to the superintendent within ten (10) business days. The superintendent shall reply to the grievant within ten (10) business days after receiving the grievance at Step II.
- D. Step III
If the action in Step II above fails to resolve the grievance within ten (10) business days to the satisfaction of the grievant, the grievance shall be referred to the board of education

within ten (10) business days, to be addressed by the Board at the next official school board meeting and communicated to the grievant in writing the next day.

E. Step IV

If the action in Step III above fails to resolve the grievance to the satisfaction of the grievant, the grievance may be referred to binding arbitration by the Association, as provided in Section 903 of Act 195 within ten (10) business days.

If the grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Board of Education is Step III shall be final.

F. The failure of the grievant or Association to initiate or submit a grievance at Step I or appeal a grievance to any further step within the prescribed time limits shall make the grievance void and the decision of this District final.

Employee Safety

No member of the bargaining unit shall be directed to visit a student and/or student guardian off campus without another staff member or administrator also attending the visit.