PROFESSIONAL AGREEMENT

Between the

SCHOOL DISTRICT OF THE
CITY OF MONESSEN

And the

MONESSEN EDUCATION
ASSOCIATION

July 1, 2010 – June 30, 2013

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Articles I
Contract Fundamentals

A. Recognition

The Monessen Education Association (PSEA/NEA), hereinafter called the BARGAINING UNIT, is hereby recognized by the Monessen School District, hereinafter called the BOARD, or it's successors or it's assigns, as the exclusive bargaining agent for the Monessen Teachers' Unit as certified by the P.L.R.B., PERA-R-200-W and PSEA-U-83-95-W, under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

Both parties aver that this Agreement sets forth all the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily.

B. Term of Agreement

This Agreement shall be effective beginning as of July 1, 2010 and shall continue and be in effect until June 30, 2013.

C. 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 and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.

D. Waivers

1. The parties agree that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement.

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

E. Grievance Procedures

1. Definition of Grievance – Alleged Violation of Agreement

   Step 1. All grievances as to interpretation of any section of this Agreement shall be in writing and be presented to the appropriate administrative level with ten (10) calendar days of the occurrence or within ten (10) calendar days of when the member of the bargaining unit should have reasonably

known of this occurrence. A member of the bargaining unit may present evidence and/or witnesses or be represented at any step in the procedure. The appropriate supervisor shall reply in writing within ten (10) days after it is received.

Step 2. If the matter is not resolved in Step 1, within ten (10) days of the supervisor's reply, either party (member or supervisor) or both may refer the grievance and the supervisor's reply to the Superintendent. The Superintendent may wish a personal conference with the member, who may be accompanied by any member of the Monessen Education Association to the conference. The Superintendent shall reply in writing within ten (10) calendar days of receiving the grievance.

Step 3. If the member is dissatisfied with the reply of the Superintendent, the member shall within ten (10) days, request in writing that the grievance be referred to the School Board for disposition at its next regular meeting.

Step 4. If a grievance is not settled by Step 3, and it is one within the meaning of Section 903 of Act 195, within sixty (60) days, unless mutually extended by both parties, the Association may refer the grievance to arbitration as provided by the act; otherwise the decision of the Board is final. Grievances may be consolidated, provided the same factual situation exists.

F. Statutory Savings Clause

1. Nothing contained herein shall be construed to deny or restrict any professional employee such rights as he may have under the Public School Code of 1949, as amended, or other applicable laws and regulations, including but not limited to, United States Government, Commonwealth of Pennsylvania, and Agencies thereof.

2. The Board reserves all rights and powers conferred upon it by including but not limited to, United States Government, Commonwealth of Pennsylvania, and Agencies thereof.

G. Savings Clause

All terms and conditions of employment under Section 701 of Act 195, applicable on the signing date of this Agreement, to employees covered by this Agreement, as established by the written rules, regulations and/or policies of the School District in force on said day, shall continue to be so applicable during the term of this Agreement, subject to the proviso that the Board retains the rights preserved to it by Section 702 of Act 195.

H. Copies of Agreement

Copies of this Agreement will be reproduced by the Board and a copy given to each employee in the bargaining unit within a reasonable time after its execution and ratification, if necessary, by both parties.

I. Notice

Whenever any notice is required to be given by either of the parties of this Agreement to the other party, pursuant to those provision(s) of this Agreement, either of the parties shall do so by telegram or registered letter at the following addresses:

1. Association to Board

If by Association – to Board - Secretary of the Board
Home Address
Monessen, PA 15062

2. Board to Association

If by Board – to Association - MEA President
Home Address

Article II
Rights Provision

A. Association Rights and Privileges

1. No Lock Out-No Strike Provision

Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Board pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement, and 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.

2. Membership

a. Dues Deduction

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

2. Supplemental Deductions

The Board agrees upon proper authorization to deduct from the salaries of the bargaining unit members the authorized amount for any of the following:

a. United Way
b. Wage Tax
c. Tax Sheltered Annuities (to add a new vendor, a minimum of five (5) employees shall participate.)
d. Federal Credit Union
e. PACE

No later than thirty (30) days following the signing of this Agreement the Monessen Education Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association.

b. Maintenance of Membership

The Board agrees that all employees who are presently or who become members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. If any employee is a member of the Association on the date that this Agreement is signed, or subsequently becomes a member during the term of this Agreement, and the employee fails to pay dues and assessments while a member or resigns from the Association prior to fifteen (15) days before the expiration of this Agreement, the Employer shall continue to deduct the Association dues during the lifetime of this Agreement to comply with maintenance of membership.

The Board assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Association shall indemnify and

hold the Board harmless for any and all claims, grievances, arbitrations, awards, suits, attachments or other proceedings arising out of or by reason of any action taken by the Board for the purpose of complying with the provisions of this Article.

3. **Use of Building, Etc.**

The Monessen Education Association is permitted the reasonable use of school facilities for meeting purposes after regular school hours. The Superintendent will first be contacted for the necessary arrangements to be made.

The Monessen Education Association is also permitted the reasonable use of the school mailboxes.

4. **Association Leave**

The District will permit the Association to use a maximum of ten (10) days per each school year for Association business. These days will be without loss of pay to those employees involved and will be distributed at the discretion of the Association executive board. Written notification will be submitted to the Superintendent at least ten (10) days in advance. The Association further agrees to reimburse the School District at the end of the school year the cost of substitutes' salaries for the total Association days used.

5. **Fair Share**

a. Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share as provided for in Act 84 of 1988.

b. The School District and the Association agree to comply with all provisions of said law.

c. Upon implementation of this Article the Association agrees to extend to all non-members the opportunity to join the Association.

d. If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the

Association, any obligation of the Association to provide a defense under this Article shall cease.

e. The Association agrees in any action so defended, to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School.

B. Employee Rights and Privileges

1. Complaint Procedure

Any complaints regarding a member of the bargaining unit made to the administration by any parent, student, or other person which influences the evaluation of that member shall be channeled as follows:

a. The Principal shall meet with the member of the bargaining unit to apprise the member of the nature of the complaint, and they shall attempt to resolve the matter informally.

b. Any unresolved complaint shall be reduced to writing and the member's answer to the allegations shall also be reduced to writing and both submitted to the Superintendent. The Superintendent shall confer with any and all of the parties and attempt to resolve the complaint.

c. If the Superintendent fails to resolve the complaint, he/she shall reduce his/her recommendations to writing and forward a copy of same to the complainant, the member of the bargaining unit, and to the School Board.

d. Any party to the procedure may request a meeting with the Board to show cause why the Superintendent's or his/her designee's recommendation should not be followed. Copies of any action taken by the Board will be forwarded to all parties.

2. Just Cause

No member of the bargaining unit shall be discharged, disciplined, transferred, or deprived of any professional advantage without just cause.

3. Professional Vacancies and Transfers

a. Posting and Bidding: Notice of vacancies or new positions shall be posted within ten (10) days of the District knowing such positions by placing an announcement in the pay envelope. Bargaining unit members interested in said posted positions shall make application in writing to the Superintendent by letter or e-mail.

b. Awarding Positions: The Board recognizes that it is desirable in making assignments to consider the best interests of the students as well as the employees. A promotion and/or transfer to a non-administrative professional position shall be determined according to the following procedures:

i. Certification
ii. Additional professional qualifications
iii. Work experience in the area

If the District determines a bargaining unit applicant to be the best candidate in consideration of items i, ii, and iii that bargaining unit employee will be awarded the position. Where items i, ii, and iii are relatively equal among applicants (including any external applicants), District seniority shall be considered in awarding said position. All vacancies will be filled prior to the start of the school year with a properly certified employee.

c. Voluntary and Involuntary Transfer

i. Voluntary Transfers: Qualified volunteers may make a request for transfer at any time, and the District shall make all reasonable efforts to implement the transfer if it is of benefit to the District and the employee. For the purposes of this section, transfers shall mean relocation to another building, grade level, or job assignment.

ii. Involuntary Transfer: Where it is deemed essential to improve the educational program by effecting a transfer, the District shall seek volunteers prior to effectuating an involuntary transfer. If no qualified volunteer is found, the District shall involuntarily transfer the least senior certified employee into the position if the transfer is in the best interest of the educational program and the employee. Seniority is determined in accordance with Article II, Section B, Item 5 of this Agreement. The District will give notice of the involuntary transfer to the affected employee by June 20, except in cases when the vacancy necessitating transfer occurs after June 10.

In these cases, notification shall be given ten (10) days after such vacancies occur.

4. Employee Evaluation Reports

Every member of the bargaining unit is to receive a copy of any adverse evaluation report or remark that is inserted in the member's personal file. If a member of the bargaining unit is not apprised of the adverse report or remark, it cannot be used in any way against them. A member of the bargaining unit may submit rebuttal evidence in reasonable amounts to be inserted in their file if one receives an adverse report or remark. Evaluator must be properly certificated and corrective recommendations must be made.

5. Seniority

a. Seniority shall be governed by the provisions of the Public School Code. Within thirty (30) days after the start of each school year the School District shall prepared and post a list indicating the seniority for each employee, the initial date of hire, and the total accrued years of service. If an employee disagrees with his or her initial placement on the seniority list, said employee shall, within thirty (30) days of the posting of such list, notify the School District as to his/her disagreement with the information posted. The School District shall promptly investigate all reported disagreements and make such adjustments as may be appropriate. If after the School District has investigated, a dispute still remains, the employee may file a grievance.

b. Any member of the bargaining unit who is demoted to one-half time to the equivalent of ninety (90) teaching days shall be granted one full year seniority for seniority purposes only.

c. In the event that two or more bargaining unit employees are hired on the same date, seniority shall be determined by lottery, to be drawn in the presence of a District official and the Association president.

6. Reduction in Force

Prior to making any recommendation or decision in regard to reduction in staff due to declining student enrollment, the Administration/School District shall advise the Association of the possible action and shall give the Association a full opportunity for input into such recommendation or decision. When such recommendation or decision has been made, the Administration or the School District, as the case may be, shall notify the Association, in writing, of its recommendation/decision together with its

supporting rationale. Neither a recommendation of the Administration, a decision by the Board, nor the supporting rationale shall be subject to the grievance/arbitration procedures of the contract.

7. **Definition of Regular Part-Time Teacher**

a. The workday for a regular part-time employee shall be three (3) hours, forty-five (45) consecutive minutes per day throughout the regular school year, with 20 minutes for a planning period.

b. Salary of regular part-time employees shall be one-half (1/2) of the employee's regular on step salary schedule. Regular part-time employees shall be entitled to all negotiated fringe benefits.

8. **Required Hearings and Meetings**

Whenever any member of the bargaining unit is required to appear at a hearing or accusatory meeting before an administrator, Board or any Committee of the Board where the result could be discipline, reprimand, reduction in compensation, suspension or furlough, then such member shall be entitled to have a representative of the Association present.

C. Memorandum Regarding Everyday Employee Classification

The parties recognize a Memorandum of Agreement between them exists regarding the District's employment of an employee classification entitled Everyday Employees, dated May 12, 2009. The parties agree that such Memorandum will be brought forward into this Agreement and will remain in force during the term of this Agreement in all respects except that the annual salary specified for such bargaining unit employees will increase by 3% each academic year during the term of this Agreement.

Article III
Working Conditions

A. Work Year

Members of the bargaining unit agree to work the listed days per year during the term of this Agreement, with 182 days when students are in attendance and the remaining days for In-Service/Staff Development/Clerical and Parental Conferences for a total of 188 work days.

The Administration shall schedule these days, which shall be seven (7) hours, with one (1) hour for lunch.

1. Clerical Days. From the six (6) In-Service days scheduled each school year, the District shall provide for the equivalent of two (2) clerical days to be used for the sole purpose of performing clerical duties at the discretion of the employee. No more than 60 minutes for meetings shall be scheduled on clerical days. One (1) clerical day shall be scheduled prior to the start of classes and one (1) prior to the last day of the school year. The remaining three (3) days will be scheduled by the Administration for In-Service/Staff Development.

2. Staff Meetings. In addition to the above responsibilities, bargaining unit members shall be responsible for attending an additional total of ten (10) unpaid hours of administrative staff meetings over the course of the academic year, if needed. Said meetings shall be a minimum of thirty (30) minutes in length, and the District shall make all reasonable efforts to ensure that said meetings are scheduled generally over the course of the academic year.

B. Teaching Hours/Teaching Load

Commencing with the 2006-2007 school year, the workday will be seven and one-half (7½ continuous hours, including a minimum lunch period of thirty (30) minutes.

1. Said school day shall begin no earlier that forty-five (45) minutes before the arrival of students at the various buildings in the District. On Fridays and on days preceding holidays and vacations, the employees' day shall end when the pupils are dismissed. All employees will be assigned bus duty on a rotating basis. Each employee will be required to dismiss late buses. Employees on bus duty shall not leave the building until their assigned bus has departed.

2. All teachers will be required to attend two (2) evening open houses scheduled by the District during the school year, one in each academic semester. The open houses will be scheduled for two and a half (2 and ½) hours but the teachers are required to be present for three (3) hours. Each open house will count as one half day of an In-service/Staff Development Day listed under Article III, Section A. Work Year.

3. The daily teaching load for each school is listed below. With the exception of elementary teachers, no bargaining unit employee in a teaching position shall be expected to teach more than five (5) preps in any school day and no more than two (2) preps in any one class period. In addition, each staff member can be assigned to Hall Duty, Study Hall, ISS, etc.

   Elementary
   No more than six (6) periods per day.

Middle School
No more than six (6) periods per day. Under Intensive Scheduling, periods will not exceed ninety (90) minutes.

High School
No more than three (3) teaching periods under Intensive Scheduling or six (6) teaching periods under Traditional Scheduling. Under Intensive Scheduling, periods will not exceed ninety (90) minutes.

C. Overtime Pay

1. Any member of the bargaining unit who works beyond the normal school day with prior consent of the Superintendent or Principal, with the exception of those members asked to chaperone or those on the extra-duty schedule shall be compensated at the rate of thirty dollars ($30.00) per hour.

2. Any teacher assigned to act as a substitute teacher during his planning period shall be compensated at the rate of thirty dollars ($30.00) per occurrence. In reassigning of students in any building, compensation shall be daily substitute rate divided among the teachers involved. Compensation for Counselors, School Nurses, Librarians, etc. for 10 days between school years shall be $1,600 per year for the length of this Agreement.

D. Chaperones and Related Duties

The School District will pay chaperones forty dollars ($40.00) per evening for Commencement.

E. Exchange Time

Any member of the bargaining unit attending meetings called by administrators, going beyond the normal school day, if such meetings do not have prior consent for overtime pay as stated in Article III, Section C, the member will receive exchange time equal to the time worked beyond the normal school day.

F. Student Discipline

A committee comprising of at least two (2) members of the bargaining unit and two (2) Administrators will be formed to meet, without pay, to study, formulate and recommend to the Board a comprehensive student discipline policy. Such policy will be reviewed by the Student Discipline Committee at least annually. The committee will meet at the beginning of each school year and prior to the conclusion of the school year, or additionally as needed. Recommended changes to the Student Discipline Policy adopted by the board will be communicated in writing to all members of the bargaining unit who have responsibility for enforcement.

G. Planning Periods and IEP's

Full time teachers in the Bargaining Unit shall be granted duty free planning periods, solely for the purpose of preparation or other similar professional activities.

1. Elementary
   At least 200 minutes per week in daily increments of 40 minutes.

2. Middle School/High School
   At least 200 minutes per week in daily increments of 40 minutes.

3. IEP's
   The District will provide substitute coverage for writing IEP's.

H. Extra-Duty (Supplemental) Pay

If extra-duty (supplemental) positions are authorized for each year of the contract, the supplemental salaries specified in this Agreement will be paid by the School District to bargaining unit employee(s) holding such positions. All bargaining unit employees performing work in extra-duty (supplemental) positions will be issued job descriptions (signed) specifying the amount of extra-duty pay for the work to be performed, and the method and time of payment.

1. Checks will not be issued until all responsibilities for the activity have been completed and certified by the Athletic Director, Principal, or Supervisor.

2. All head coaches will annually recommend assistant coaches to the Board of School Directors.

3. Additional positions can be added during the term of the Agreement by mutual consent of the parties.

4. Extra-Duty Pay shall be the compensation for all hours worked, including Summer Camp for band and athletics.

5. All bargaining unit members desiring an extra-duty or athletic position will be interviewed. Where a bargaining unit member is qualified, the District will give such candidate preferential consideration over external candidates wherever possible

6. Wages paid to holders of supplemental contracts shall be listed in Article IV, Section A, Item 4 of this Agreement.

I. Employment of New Teachers

1. New employees shall be required to work two (2) days prior to the start of the school year. These days are in addition to the days defined in the Agreement under Article III, Section A. Act 48 credits shall apply for these days.

2. The District shall schedule the days and define the activities for the new employees.

3. Mentoring Program: Newly hired teachers will be placed with a tenured, mentor teacher in the same certification area where possible, as part of the District's induction program. The District Administration will assign mentor teachers, however, no member of the bargaining unit shall be mandated to be a participant in the mentoring program. The mentor teacher shall be compensated at the rate set forth in Article IV, Section A of this Agreement.

J. School Delays and Cancellations

In the event that the opening of schools is delayed because of inclement weather or other adverse occurrences, reporting time for employees in the bargaining unit shall be adjusted likewise. Should school be closed because of inclement weather or other adverse occurrences, employees in the bargaining unit shall not be required to report and shall suffer no loss in wages, benefits, or other contractual or statutory advantages as a result. In the event that school is delayed due only to extreme cold temperatures, employees shall report to work at their regular starting times.

Article IV
Benefits

A. Salaries and Wages

1. Paydays

All members of the bargaining unit shall be paid every other Friday over a period of twelve months (twenty-six pays). All other terms or conditions expire according to the date set forth in Article I, Section B herein.

2. Long Term Substitutes

A person employed in this status by the District, will receive a salary for the Work Year as defined in Article III, Section A, of $18,500 with no fringe benefits, except those required by law. The employee would be allowed to purchase benefits.

3. **Salary Schedule**

Masters Degree Salary Pay Scale

Steps	2010-11	2011-12	2012-13
1	$34,594	$34,844	$35,094
2	$35,260	$35,510	$35,760
3	$36,491	$36,691	$36,941
4	$38,172	$38,172	$38,347
5	$38,887	$39,853	$39,828
6	$40,318	$40,568	$41,509
7	$41,749	$41,999	$42,224
8	$43,180	$43,430	$43,655
9	$45,327	$45,577	$45,802
10	$46,758	$47,008	$47,233
11	$48,189	$48,439	$48,664
12	$49,620	$49,870	$50,095
13	$52,482	$52,732	$52,957
14	$53,913	$54,163	$54,388
15	$56,059	$56,309	$56,534
16	$58,921	$59,171	$59,396
17	$72,750	$73,950	$75,150

Bachelors Degree Salary Pay Scale

Steps	2010-11	2011-12	2012-13
1	$34,018	$34,268	$34,518
2	$34,672	$34,922	$35,172
3	$35,879	$36,079	$36,329
4	$37,536	$37,536	$37,711
5	$38,239	$39,193	$39,168
6	$39,646	$39,896	$40,825
7	$41,053	$41,303	$41,528
8	$42,460	$42,710	$42,935
9	$44,571	$44,821	$45,046
10	$45,978	$46,228	$46,453
11	$47,385	$47,635	$47,860
12	$48,792	$49,042	$49,267
13	$51,606	$51,856	$52,081
14	$53,013	$53,263	$53,488
15	$55,123	$55,373	$55,598
16	$57,937	$58,187	$58,412
17	$71,550	$72,750	$73,950

4. Extra-Duty Salaries

Each Extra-Duty Salary shall be increased by $50 for each year of the negotiated contract.

Extra-Duty Salaries

	2010-2011	2011-2012	2012-2013
Band Director	$4,450.00	$4,500.00	$4,550.00
Asst. Band Director	$3,950.00	$4,000.00	$4,050.00
Choreographer	$2,450.00	$2,500.00	$2,550.00
AV/Stage Crew	$1,550.00	$1,600.00	$1,650.00
FBLA	$1,500.00	$1,550.00	$1,600.00
Spanish Club	$1,275.00	$1,325.00	$1,375.00
French Club	$1,275.00	$1,325.00	$1,375.00
Freshman Sponsor	$1,400.00	$1,450.00	$1,500.00
Sophomore Sponsor	$1,400.00	$1,450.00	$1,500.00
GPA	$1,850.00	$1,900.00	$1,950.00
Jr. Class Sponsor	$1,600.00	$1,650.00	$1,700.00
MS Student Council	$1,500.00	$1,550.00	$1,600.00
MS Geography Club	$1,175.00	$1,225.00	$1,275.00
Student Govt. Sponsor	$1,650.00	$1,700.00	$1,750.00
National Honor Society	$1,400.00	$1,450.00	$1,500.00
Newspaper Sponsor	$1,900.00	$1,950.00	$2,000.00
Newspaper Bus. Dir.	$1,300.00	$1,350.00	$1,400.00
Sr. Class Sponsor	$1,900.00	$1,950.00	$2,000.00
Ski Club Sponsor	$1,150.00	$1,200.00	$1,250.00
Yearbook Sponsor	$2,050.00	$2,100.00	$2,150.00
Yearbook Bus. Dir.	$1,600.00	$1,650.00	$1,700.00
SADD	$1,300.00	$1,350.00	$1,400.00
Student Announcers (2)	$1,100.00	$1,150.00	$1,200.00
GPA Music Director	$950.00	$1,000.00	$1,050.00
MS Honor Society	$900.00	$950.00	$1,000.00
MS GPA Director	$1,125.00	$1,175.00	$1,225.00
Curriculum Committee	$600.00	$650.00	$700.00
Public Relations (3)	$900.00	$950.00	$1,000.00
Tech Club	$900.00	$950.00	$1,000.00
Photography/Art	$900.00	$950.00	$1,000.00
Mentoring Program	$500.00	$550.00	$600.00

5. Athletic Salaries

Each Athletic Salary shall be increased by $50 for each year of the negotiated contract.

	2010-11	2011-12	2012-13
Football			
Head	$4,650.00	$4,700.00	$4,750.00
1st Assistant	$3,100.00	$3,150.00	$3,200.00
Assistants (4)	$2,650.00	$2,700.00	$2,750.00
Equip. Manager	$1,950.00	$2,000.00	$2,050.00
Weightlifting	$1,950.00	$2,000.00	$2,050.00
Boys Basketball			
Head	$4,650.00	$4,700.00	$4,750.00
1st Assistant	$3,100.00	$3,150.00	$3,200.00
Junior Varsity	$2,650.00	$2,700.00	$2,750.00
Middle School	$2,600.00	$2,650.00	$2,700.00
Girls Basketball			
Head	$4,650.00	$4,700.00	$4,750.00
1st Assistant	$3,100.00	$3,150.00	$3,200.00
Junior Varsity	$2,650.00	$2,700.00	$2,750.00
Middle School	$2,600.00	$2,650.00	$2,700.00
Baseball			
Head	$3,500.00	$3,550.00	$3,600.00
Assistant	$2,650.00	$2,700.00	$2,750.00
Co-Ed Track and Field Head	$3,500.00	$3,550.00	$3,600.00
Assistants (2)	$2,650.00	$2,700.00	$2,750.00
Boys Soccer			
Head	$3,500.00	$3,550.00	$3,600.00
Assistant	$2,650.00	$2,700.00	$2,750.00
Girls Soccer			
Head	$3,500.00	$3,550.00	$3,600.00
Assistant	$2,650.00	$2,700.00	$2,750.00
Softball			
Head	$3,500.00	$3,550.00	$3,600.00
Assistant	$2,650.00	$2,700.00	$2,750.00
Middle School Softball			
Head	$1,450.00	$1,500.00	$1,550.00
Assistant	$1,300.00	$1,350.00	$1,400.00

	2010-11	2011-12	2012-13
Middle School Soccer			
Head	$1,450.00	$1,500.00	$1,550.00
Assistant	$1,300.00	$1,350.00	$1,400.00
Cheerleader			
Head	$2,450.00	$2,500.00	$2,550.00
Assistant	$1,450.00	$1,500.00	$1,550.00

B. Leaves

1. Uncompensated Leave

Any bargaining unit member may request an uncompensated leave of absence for the following purposes: study, travel, special work assignment, restoration of health, disability, child rearing, or other leave of necessitous and compelling nature. Said leave shall be granted for a period of up to one school year. Extensions of such period may be considered by the District. Requests for such leaves shall not be denied without reasonable or just cause. Upon return from said leave, the bargaining unit member shall be offered a like position to that previously held. For purposes of a salary increment, bargaining unit members must have worked 91 days or more during a single school year. Paid leave days are considered days worked. All requests for uncompensated leaves must be approved by the Board before the leave is taken. Under emergency situations, leaves may be approved by the Superintendent subject to ratification of the Board.

2. Physician's Certification

Provided one day is not immediately before and/or after a scheduled holiday, no physician's certificate (certifying that said employee was unable to perform his/her duties during the period of absence) will be required for absences up to three (3) days, otherwise a certificate is required. A certificate is required:

a. Unless waived by the Superintendent of Schools.

b. If a fourth or more is missed.

c. If, at the sole option and discretion of the Board, eight or more members of the bargaining unit are absent at any particular time.

3. Sick Leave and Unpaid Sick Leave

a. Paid Sick Leave. Each member of the bargaining unit is given ten (10) days of unaccumulating sick leave at half pay in addition to that

provided for in the School Code, provided all regular sick leave is first exhausted. In order to access the additional sick leave benefits listed in this section, an employee must provide medical confirmation that he/she is unable to work.

A member of the bargaining unit who utilizes no sick leave days during the school year shall be compensated one thousand dollars ($1,000.00). A member of the bargaining unit who utilizes 1 sick leave day during the school year shall be compensated seven hundred and fifty dollars ($750.00).

b. Unpaid Sick Leave. If a member of the bargaining unit exhausts all regular and accumulated sick leaves, upon application to the Board, the member shall be granted sick leave without pay for a period of one (1) calendar year from the date of their exhaustion of sick leave. For salary purposes, refer to Article IV, Section B-1, Uncompensated Leave.

c. Reimbursement for Unused Sick Leave. The eligible employees of the Monessen School District, who are furloughed and have ten (10) years of service in the Monessen School District, will be eligible for payment of an amount equal to $50 per day for each day of sick leave unused by such employee, not to exceed a maximum of 200 days. Employee will not be reimbursed for sick leave transferred to another school district.

1. Employee may receive payment for all accumulated sick leave and thus waive all rights to these days in the event of his recall to the District.

2. Employee may leave all his accumulated sick leave with the District to be used in the event of his recall.

4. Bereavement Leave

a. Whenever an employee shall be absent from duty because of a death in the immediate family, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, daughter-in-law, son-in-law, employee grandparent or near relative who resides in the same household, or domestic partner.

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

5. Personal Days

Each employee in the bargaining unit shall be permitted four (4) days per year of paid leave to attend to personal business. No reason need be given for said leave. Request for said leave, where possible, shall be presented to the Superintendent three (3) days in advance.

Only three (3) personal days may be used consecutively without the written permission of the Superintendent. It is understood that personal days are to be used for personal business that cannot be conducted during the normal work day, and are not to be considered sick days. The three (3) consecutive personal days cannot be taken before or after a holiday.

No more than ten percent (10%) of the Bargaining Unit may be granted a personal day on any particular day, except on an In-service/Staff Development Day and Parental Conference Day, no more than five percent (5%) of the Bargaining Unit may be granted a personal day.

All unused personal days accumulated at the end of the school year shall be added to/and become part of the member's accumulated sick days.

6. Sabbatical Leave

Bargaining unit members shall be entitled to Sabbatical Leave as set forth in the Public School Code.

7. Parental and Adoptive Leave

a. Up to 3 paid sick days per year of the annual sick days received by the bargaining Unit employee may be used to care for any dependent family member.

b. An unpaid leave of absence of up to two full semesters will be provided upon employee request for the purpose of parental or adoptive leave. Adoptive leave means receipt of a child with the stated intention of legal adoption at a subsequent date. Applications

must be in writing and be submitted with supporting medical/legal documents.

C. Insurances

1. Hospitalization and Major Medical/Current Catastrophic Level

a. Health Insurance. The School District will provide for the members of the bargaining unit health care coverage offered through the Westmoreland Intermediate Unit Rate Stabilization Consortium for:

1. Employee
2. Employee & Spouse
3. Parent & Child
4. Parent & Children
5. Family

All members of the bargaining unit will contribute per the following Schedule over 24 pays:

	2010-2011	2011-2012	2012-2013
Individual coverage:	$45/month	$50/month	$55/month
All other coverage:	$110/month	$120/month	$130/month

The payments will be deducted under an IRS Section 125 Plan established by the District.

In the event the District desires to change carriers or plans, it shall first seek the agreement of the Association. If the bargaining unit is not agreeable to a change in the carriers or plans, the District may submit the proposed plan to a mutually agreed upon arbitrator (with expertise in health insurance programs) to determine whether this plan is, in fact, equivalent to the current insurance coverage. The cost of such arbitration, since it is an interest arbitration, shall be borne by the District.

b. Dental Coverage. The School District will provide a Dental Program and Orthodontia package provided by the Westmoreland Intermediate Unit Rate Stabilization Consortium, to cover employees and family at no cost to the employee.

c. Vision Coverage. The District is to provide a Vision Program, family coverage package provided by the Westmoreland Intermediate Unit Rate Stabilization Consortium.

2. Life Insurance

The School District will provide life insurance coverage equal to the nearest one thousand dollars of salary for each member of the bargaining unit, effective within forty-five (45) days of the execution of this Agreement or as soon as coverage is obtained.

3. Health and Accident Coverage and Income Protection

The District shall provide a plan for qualifying employees, which provides a benefit of seventy-five dollars ($75.00) per week for fifty-two (52) weeks.

4. Health Insurance Rebate

If an employee does not participate in health insurance coverages offered under this Agreement, they will be reimbursed at 25% of the premium for their classification of coverage.

Declinations shall commence July 1 of each designated school year and shall run for the remainder of the designated school year. The employee must submit the Declination of Insurance Coverage, Application for Rebate, and General Release Form by July 1 of the designated school year.

If an employee elects to re-enroll, they may enroll in the health insurance coverage within thirty (30) days written notice and the amount of reimbursement will be prorated for the period of declination.

Payment to the employee for the declination of the health insurance coverage shall be made by separate check on the last payday in June of the designated school year.

An employee applying for this rebate shall sign a release absolving the School District and the Education Association of any liability that could result in the deletion of the health insurance coverage.

D. Retirement

1. Retirement Allowance

a. An employee who retires as established by the Pennsylvania Public School Employees' Retirement System shall be entitled to receive payment at the time of retirement for such employee's unused accumulated sick days. The District shall pay $50 for each unused sick day up to ninety-nine (99) days. All unused sick days of one hundred (100) days or more shall be compensated at $75 per day.

b. In the event of the death of the employee, said compensation for unused sick days and personal days shall be paid to the employee's beneficiary.

2. **Retirement Incentive**

Any employee covered by this Agreement with at least ten (10) years of continuous service in the School District, who elects to take retirement as provided for in the School Code, shall be eligible for the following:

a.

Retirement Allowance	Minimum Years of Service
$10,000	30 years of more
$9,000	25-29 years
$5,000	20-24 years
$2,000	10-19 years

b. Health Insurance

A retiring employee not eligible for federal health insurance may continue in the School District's plan until eligible for federal health insurance. The School District's contribution for the monthly premium shall be the same contribution in existence at the time of retirement. Premium increases in excess of the School District's contribution shall be the responsibility of the retiree. Any bargaining unit member who retires after the signing of this Agreement, who experiences a change in family status and/or a change in level of insurance coverage needed, shall notify the District of said change(s). The District will adjust its premium contribution to reflect the new level of coverage. For example: Retiree leaves and has "All Other Coverage". District pays "All Other Coverage" premium less retiree monthly contribution. If that retiree's spouse moves to another plan, the District only pays for "Individual Coverage" for the retiree less the individual monthly contribution share in existence in the Collective Bargaining Agreement at the time the plan is switched. Failure by the retiree to make the monthly payments on time shall be sufficient cause to terminate the coverage. Eligibility for health insurance shall be based on a minimum of 25 years in PSERS.

c. Criteria

1. Any employee electing retirement under this Section shall notify the Superintendent of Schools in writing no later than March 1 of the school year in which he/she intends to retire or not be eligible.

2. Payment shall be made to the employees in one (1) lump sum no later than thirty (30) calendar days from the date of said retirement; or, at the option of the employee, said payment may be deferred as a non-qualifying lump sum distribution in January of the following calendar year.

E. Extra Credit Bonus

1. Any member of the bargaining unit who furnished the Superintendent with proper evidence of the acquisition of additional credits, beyond a Master's Degree, in his field of certification, or, with the Superintendent's approval, towards a specific degree or certification, shall receive $400 per block of nine (9) credits as salary, commencing the first semester after proof of completion is furnished, up to a maximum of eight hundred dollars ($800.00).

2. The District shall reimburse a member of the bargaining unit $200 per credit for the first 24 graduate credits earned, if said member has been admitted to a graduate program in an accredited post-baccalaureate institution of higher education. If the cost per credit is less than $200, then the District shall pay the actual cost.

3. Reimbursement for 12 graduate credits beyond the first 24 graduate credits earned, shall be at 50% of the actual cost and not to exceed $200 per credit.

4. Courses approved by the Superintendent in an area of education related to the work of the employee, shall be reimbursed at the actual cost per credit, up to $100 per credit.

5. All reimbursement for credits earned is a one time payment. All credits shall be pre-approved by the superintendent and no reimbursement shall be made for grades lower than a "B", or courses where no letter grades are issued, a "pass" or "satisfactory" is needed. Reimbursement shall be made in the last paydays in January or July, following submission of proper documentation.

F. Pupil Transportation

If a member of the bargaining unit transports students in his own vehicle with prior approval of the Principal, the member will be reimbursed at the rate established by the Internal Revenue Service.

IN WITNESS WHEREOF the bargaining unit has caused this Agreement to be signed by its President and Secretary and the School Board by its President and its Secretary.

MONESSEN EDUCATION ASSOCIATION

Signed this 13th day of January 2011.

Rebecca Claycomb, President

Ann M. Harper, Secretary

SCHOOL DISTRICT OF THE CITY OF MONESSEN

Signed this 13th day of January 2011.

Joseph Gigliotti, President

Donna Fantauzzi, Secretary

APPENDIX A

MEMORANDUM OF AGREEMENT

This Memorandum of Understanding by and between the School District of the City of Monessen ("District") and the Monessen Education Association, PSEA/NEA ("Association") is intended to set forth the terms and conditions of settlement concerning the Association's grievance filed June 17, 2008, concerning the status of and terms and conditions of employment of a group of four employees up to now known as Base Substitute Teachers.

NOW THEREFORE, on this 12th day of May, 2009, in consideration of the following mutual covenants and INTENDING TO BE LEGALLY BOUND HEREBY, the District and the Association agree as follows:

1. The Base Substitute Teachers shall henceforth be known as Everyday Employees. They are: Rotina Johnson, Jessica Lelich, Kathleen Pallo, and Cathy Yurkovich.

2. The Everyday Employees shall have full school code statutory rights as all other members of the bargaining unit including but not limited to tenure and suspension (furlough) protection.

3. The four current individuals employed as Everyday Employees shall be compensated at the pro-rated annual rate of $20,780 for the 2008-2009 school year, and an annual rate of $20,780 2009-2010 school year, which shall be paid over the 26 regular pay periods of the District.

They shall be entitled to all school code leaves of sick leave, personal days, sabbaticals (if otherwise eligible), and military leaves, all of which shall not be cumulative. These employees shall not be entitled to any other fringe benefits.

4. If the District determines that it wishes to fill any teaching vacancy that occurs, it agrees that it shall consider the Everyday Employee as it would

any other professional employee in accordance with its obligations under Article II, B, 3 of the current collective bargaining agreement between the District and the Association.

5. The District agrees that in the event it hires an Everyday Employee to a regular teaching position, she/he will be placed on the appropriate salary step of the applicable salary schedule as reflects his/her seniority with the School District but with no back pay for prior years of service. In the event that any former Base Substitute has already been hired into a regular teaching position, she/he shall be placed on the salary step appropriate to his/her total years of service as an employee with the District. The seniority of the four Everyday Employees shall date from their date of hire.

6. The Association and District agree that as the current four employees in the Everyday Employee category move into full-time or part-time permanent positions, or leave their employment in the District for whatever reason, that the Everyday Employee positions will be phased out of existence.

7. If an Everyday Employee is suspended (furloughed), he/she shall have the right to bump less senior members of the bargaining unit and shall have the right to recall. If a more senior employee in a regular teaching position is furloughed, that employee may exercise bumping rights over a junior Everyday Employee, but will not be required to do so. Said employee will maintain recall rights to an equivalent position to the one he/she held prior to the furlough, irrespective of whether she/he exercises bumping rights over a junior Everyday Employee.

8. The Association agrees to withdraw without precedent or prejudice the grievance filed on June 17, 2008,

9. This Memorandum of Agreement will be enforceable through the

Grievance and Arbitration provisions of the current collective bargaining agreement between the District and the Association.

IN WITNESS WHEREOF, the Association and the District have caused this Memorandum of Understanding to be signed, dated, and witnessed by their authorized representatives.

MONESSEN EDUCATION ASSOCIATION, PSEA/NEA

Rebecca Claycomb, MEA President — Date 5/8/09

Rotina Johnson — Date 5/8/09

Jessica Lelich — Date 5/8/09

Kathleen Pallo — Date 5-7-09

Cathy Yurkovich — Date 5-8-09

MONESSEN CITY SCHOOL DISTRICT

Cheryl Galilei, Board President — Date 5-12-09