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PREAMBLE

THIS AGREEMENT is entered into this 20th day of December, 2006, by and between the Board of Education of the California Area School District of Pennsylvania, hereinafter called the "Board," and the California Area Education Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Parties have reached certain understandings which they desire to confirm in this Agreement;

IN CONSIDERATION of the following mutual covenants, it is hereby agreed as follows.

ARTICLE I

RECOGNITION

The California Area School District, hereinafter called the "Employer," hereby recognizes the California Area Education Association-PSEA-NEA, hereinafter called the "Association," as the sole, exclusive bargaining agent for all regular full-time and part-time and long-term substitute employees as defined by the Pennsylvania Labor Relations Board. The Parties agree that this does not include day-to-day substitutes.

In the event that the Pennsylvania courts revise the Pennsylvania Labor Relations Board standard for defining regular part-time employees, then the Parties shall immediately revise the definition to conform to the new standard and to amend the Agreement accordingly.

Both Parties recognize that all provisions of this Contract are applicable to regular part-time employees unless expressly stated otherwise by this Agreement.

ARTICLE II

NEGOTIATION OF WAGE REOPENER AND SUCCESSOR AGREEMENT

A. Deadline Dates

The parties agree to enter into collective bargaining over a successor Agreement no later than January 10, 2011. Any Agreement so negotiated shall be reduced to writing after ratification by the Parties.

B. Modification

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

ARTICLE III

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, and that grievances be reconciled and disposed of as expeditiously as is possible.

The Parties agree that grievances that arise out of the interpretation of this Agreement shall be resolved in accordance with the Grievance Procedure described in Appendix C, attached thereto and made a part of this Agreement.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEES

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as (s)he may have under the Public Employees Relations Act, Act 195, or any other applicable laws and regulations.

B. Evaluation of Students

Grading, although judged the responsibility of the individual teacher concerned, is reflective of the school's educational philosophy and, therefore, is in reality the responsibility of the overall school family, student and faculty-administrative staff. No grade or evaluation shall be changed without just cause as determined by complete investigation and with full knowledge of the teacher involved. The teacher may, if(s)he so chooses, be represented by the Association. Failure to arrive at accord would result in a Board hearing. Grading and evaluation shall not be a part of the Grievance Procedure. Teachers shall comply with grading standards and reporting procedures as adopted by the Board.

C. Criticism of Teachers

1. a. Any question or criticism by a Supervisor, or Board Member of a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or public gatherings unless it becomes necessary to invoke Section 1127 of the School Code.
- b. Any question or criticism of Administration or Board Members by teachers will be made in confidence.
2. All information forming the basis for disciplinary action will be available to the professional employee.

D. Complaint Procedure

1. Purpose

The purpose of this procedure is to secure at the lowest possible level equitable solutions to complaints that are received concerning members of the professional staff of the California Area School District. The Building Principals and Superintendent shall attempt to keep all proceedings informal and confidential. This procedure is not applicable for matters concerning evaluations, Article IV, Section F of this Agreement, and Section 1122 of the Public School Code relating to dismissals.

2. Procedure

- a. When a complaint is received concerning a member(s) of the professional staff, the complaint shall be directed to the Building Principal. The Building Principal shall notify the teacher or teachers involved in the complaint of the identity of the complainant and the nature of the complaint. The Building Principal shall attempt to resolve the complaint by discussion with the complainant and/or the teacher(s), informally and separately. The teacher(s) shall have the option to meet with the complainant at this level if mutually agreeable between the teacher and the complainant.
- b. If the complaint is not resolved by Step "a" the Building Principal shall call a formal conference with the teacher or teachers, involved and, if necessary in the opinion of the teacher(s), the complainant. (If the complainant is to be present, all attempts shall be made to give the teacher(s) involved as much time as possible, not to exceed three (3) school days from the time of notification of the complaint, to prepare for the conference.) At the conclusion of the conference, the issues are to be identified in writing with the results/conclusion stated. If the parties are satisfied with the results/conclusions stated, a record will be retained in a sealed envelope placed in the Personnel File. The envelope will not be opened unless the complainant takes legally relevant action pertaining to this incident. In such a case, a 72-hour written advance notice will be given to the employee and the Association. All parties will have the opportunity to be present at the opening of the envelope.
- c. If the complaint is not resolved at the conference(s), the complainant must file a formal written complaint with the Building Principal outlining the issues/problem. A copy of the complaint shall be given to the teacher(s) involved. The Building Principal shall arrange at the earliest possible time, a conference with the Superintendent. The conference shall consist of a discussion between the Superintendent, the teacher(s) involved, the Building Principal, and if necessary in the opinion of the teacher(s), the complainant. Each party will have equal time to speak. If the parties are satisfied with the results/conclusions stated, a record will be retained in a sealed envelope placed in the Personnel File. The envelope will not be opened unless the complainant takes legally relevant action pertaining to the incident. In such a case, a 72-hour written advance notice will be given to the employee and the Association. All

parties will have the opportunity to be present at the opening of the envelope.

- d. If the complaint has not been resolved, the Superintendent shall arrange, at the earliest possible time, not to exceed ten (10) school days, a meeting with the Board of Education. This meeting shall include the teacher(s) involved, members of the Administration, a quorum of the Board of Education, and if necessary in the opinion of the teacher(s) the complainant. At the conclusion of this meeting, if the Board of Education chooses to respond to the complaint, it must do so within ten (10) days. If the parties are satisfied with the results/conclusions stated, a record will be retained in a sealed envelope placed in the Personnel File. The envelope will not be opened unless the complainant takes a legally relevant action pertaining to the incident. In such a case, a 72-hour written advance notice will be given to the employee and the Association. All parties will have the opportunity to be present at the opening of the envelope.

3. Association Counsel

Representatives and/or legal counsel of the California Area Education Association (PSEA-NEA) reserve the right to attend all proceedings in connection with a complaint subsequent to the approval of the teacher or teachers involved.

4. Attendance

Failure of the complainant to attend the conference or hearings shall terminate the procedures with no action to be taken against the teacher or teachers involved in the complaint unless an emergency occurs.

E. Association Identification

No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates, if officially adopted.

F. Just Cause

No professional employee shall be disciplined, reprimanded, discharged, suspended (disciplinary), or deprived of any professional advantage unless with just cause.

Any grievance to be filed under just cause must comply with the following procedures:

1. The grievance is first presented to and reviewed by a committee of the Association within ten (10) school days.
2. The employee filing the grievance and the committee will meet with the Superintendent within five (5) school days.
3. If no settlement is reached the professional employee may then file the grievance at Step II of the Grievance Procedure. Time limits as required by the Grievance Procedure will be waived until the actual filing of the grievance at Step II.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association all public information concerning programs and financial resources of the District if the gathering of the information does not interfere with the operation of the District as determined by the Superintendent.

B. Time for Meetings

1. No loss of pay will be suffered by an Association member participating in proceedings called by the Board.
2. The Association will be granted an opportunity to hold Association meetings during regularly scheduled in-service days during the final fifteen (15) minutes of a six (6) hour day.

C. Use of School Facilities

The Association and its representatives will have the privilege of using school facilities at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings, and his approval shall be required. The Association will be responsible for the security of the designated meeting area.

D. Use of School Equipment

The Association will have the privilege of using school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times, when such equipment is not otherwise in use. The Association will pay for the reasonable cost of such materials and supplies incidental to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association will have in each building the use of a bulletin board in each faculty lounge. No approval shall be required to any materials posted on said bulletin boards.

F. Mail Facilities and Mail Boxes

The Association will have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

G. Leave for State Position

Any California Area Education Association member elected to a State position shall be given a maximum of two (2) years' leave without loss of seniority. The member will be permitted to carry fringe benefits at his own cost.

H. Sign In

All teachers will be required to personally sign in.

I. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

J. Right to Speak at Meetings

An Association representative may speak to the employees during any faculty or other professional meeting for at least ten (10) minutes at the request of the representative. The notice of an agenda of any such meeting shall be given to the employees involved at least one (1) day prior to said meeting. The Association shall have the opportunity to suggest items for the succeeding agenda.

K. Orientation Programs

All orientation programs for new teachers will be cosponsored by the Board and the Association, with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

L. Teacher Induction Plan

1. By May 15 of the school year, the Superintendent will notify by e-mail all Bargaining Unit members for the purpose of creating a pool of those interested in becoming a mentor teacher during the following school year. Professional employees must notify the Superintendent by e-mail of their willingness to be a mentor by the last teacher workday. On or before August 15 of each year, the Superintendent will select one mentor teacher for each inductee and notify the mentor of their selection before the beginning of that school year. In the event of a hiring taking place after August 15 of any school year, the new Bargaining Unit member will be assigned a mentor from the list prepared for that year during the first week of his/her employment.
2. Mentor teacher will be paid \$200.00. In addition, up to two release-time days will be available for formalized meetings, whenever the mentor teacher deems it necessary. This time can be in either half-day or whole day increments.
3. Mentor teachers will be required to attend a one-hour pre-in-service day meeting with their assigned new teacher. Mentor teachers shall maintain a log containing date, time entry, and subject matter of discussion or meeting with inductee. The log format shall be through mutual agreement between the Association and the District.
4. Mentor teacher will in no way evaluate the inductee.

ARTICLE VI

TEACHING HOURS AND TEACHING LOAD

A. Teachers' Day

1. Length of Day

- a. The length of the day for each teacher shall be (7) hours and fifteen (15) minutes consecutively. Each teacher's day shall end at the completion of his/her seventh (7th) hour and fifteenth (15th) minutes, except in emergency bus situations (weather, breakdown).
- b. In case of an emergency in any particular building which requires the early dismissal of students, the teacher shall be permitted to leave, at the Superintendent's discretion, after all students have been dismissed and buses have left school property.
- c. Effective July 1, 2006 the length of day shall be shortened with no loss in pay as follows for all Bargaining Unit members:
 - Last work day before Thanksgiving Break – 2 hour early dismissal
 - Last work day before Christmas Break – 2 hour early dismissal
 - Last work day before Spring Break (Easter) – 2 hour early dismissal

2. Extra Pay for Extra Service

If any employee agrees to report for duty earlier or stay later than the time above listed, (s)he shall receive additional compensation at one and one-half (1½) times his/her hourly rate for each hour or major fraction thereof (15 minutes) in excess of such time, except for Open House, Federally-funded programs as written in their guidelines, and in emergency situations.

B. School Work Year

Except for the 2006-2007 school year, the school work year for employees shall be within the confines of the School Calendar, and shall not exceed one hundred eighty-six (186) days: one hundred eighty (180) days when students are in attendance; one (1) day devoted to beginning of year organizational duties, self-directed collaboration, and training; one (1) day devoted to year-end duties and training; and four (4) days devoted to training. For the 2006-2007 school year, the school work year shall be 184 days.

1. Act 48 Credit Training

Bargaining Unit members will receive Act 48 credit for the training if allowable by the State Board of Education and/or Pennsylvania Department of Education. These hours will apply to the 36 hours as provided by the District in Article XVI, Section D.

C. School Calendar

The Board will submit to the Association a calendar for input. Once the calendar has been adopted and distributed to the professional staff, all holiday breaks will be adhered to as scheduled except those indicated as tentative make-up days.

ARTICLE VII

TEACHER WORK LOAD

A. Secondary Teachers

1. The work load of secondary teachers will not exceed more than three hundred (300) minutes of pupil contact time in any one given day, and this is not to include homeroom period.
2. The Board recognizes that it is generally undesirable for a teacher to have assignments in more than two (2) subject areas or three (3) preparations. Within the framework of equity of load, the Administration will attempt to follow this guideline on constructing schedules.
3. Each teacher will have a thirty (30) minute duty-free lunch period as required by school law.
 - a. Any teacher may leave the building during his/her lunch period with notification to the office.
4. Each secondary teacher, (grades 6 to 12), will be guaranteed at least one (1) duty-free preparation period per day in blocks of forty (40) minutes.

B. Elementary Teachers

1. The weekly teaching load of an elementary teacher will not exceed fifteen hundred (1500) minutes of instructional time per week.
2. Each elementary teacher will be guaranteed at least two hundred ten (210) minutes of duty-free preparation time, which will be scheduled in blocks of forty-two (42) minutes or more. During this time teachers will not be required to attend meetings, supervise children, or assume any other duties.
3. Each teacher will have a duty-free thirty (30) minute lunch period.
 - a. Any teacher may leave the building during his/her lunch period with notification to the office.

C. Preparation Periods

1. If an employee is called out of his/her preparation period to cover for another employee for any reason other than the illness of an employee who must go home early, the employee called out of his/her preparation period shall be paid additional compensation at a flat rate as provided in the scale below for each additional class he/she assumes. However, the first such occurrence shall be without compensation. The District shall attempt to rotate this substituted duty.

2006-2007	\$21.50
2007-2008	\$23.00
2008-2009	\$24.50
2009-2010	\$26.00
2010-2011	\$27.50

2. Preparation periods are to be used to work on materials, tests, preparation of normal classroom units, and other work the teacher deems necessary to facilitate classroom procedure and should not be used to write Instructional Education Programs (IEP's). IEP's will be compensated by some other formula.

D. Non-Teaching Duties

1. Middle School duties, such as lunch duty and A.M. bus duty shall be posted the first day of school. Three (3) volunteers shall be assigned for lunch duty at the Middle School (6-8). The teachers will rotate so that two (2) teachers will be on duty each day. The bus duty teacher for the A.M. may leave school at the end of his/her teaching duties each day.

2. Two teachers will be assigned lunch duty and playground duty on an equitable and rotating basis for the two lunch periods in the elementary.

Bus duty will be rotated among the remaining teachers on an equitable basis.

In addition, each classroom teacher will be allotted twenty (20) minutes per day to be used at the teacher's discretion for break time for students.

E. Class Size – Scheduling

1. The Board and the Administration agree to provide equity of department loads during each school year of this Agreement.
2. A tentative schedule will be completed and will be presented to the Association ten (10) working days before the last day of the school term of each year of the Agreement. The final assignment including the daily duty schedule for the elementary and the duty schedule for secondary and class size including numbers will be available by August 1 each year of the Agreement for review by the California Area Education Association.
3. If problems arise and the input from members of the Bargaining Unit is feasible, it will be acted upon immediately.

F. Lesson Plans

Weekly lesson plans will be made available by the last workday of the preceding week, to be found in or on the teacher's desk. (Section F to be effective upon ratification.)

ARTICLE VIII

TEACHING CONDITIONS

A. Teaching Materials and Equipment

The Board recognizes the need to furnish teaching materials and equipment for efficient operation of the school. It will, therefore, purchase materials necessary to maintain efficient operation of the school.

B. Reference Library

The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board will maintain the monies implemented in the budgets of previous year. The School District will furnish reference library materials to elementary buildings.

C. Duplication Facilities

The Board agrees to make available typing and duplicating equipment so as to make available adequate instructional material.

D. Safe Working Conditions

1. Teacher attendance will not be required whenever student attendance is not required due to weather or any other reason as a result of emergency situations.
2. When absence arises from injury occurring as a result of an act of assault by a student, the teacher will not forfeit any sick leave or personal leave between the time of the assault and the commencement of Worker's Compensation. If the assault does not cause the employee to be off work eight (8) days, the time lost due to the assault will not result in the loss of sick or personal leave, salary, and all fringe benefits, provided that the employee has reported the assault to his/her immediate supervisor that same day. The District has the right to require a report from a physician of its choosing.
3. The Board and the Administration will provide a restricted parking area for teachers. The District assumes the responsibility of notifying the students of this restricted area.

ARTICLE IX

SPECIALISTS

A. Minimums

The Board, along with the Association, recognizes the fact that an adequate number of competent specialists are essential to the operation of an effective educational program.

B. All elementary specialists will be guaranteed a minimum of two (2) minutes between scheduled classes.

C. Teachers' Aides

Teacher aides shall be provided at the sole discretion of the Board, though they are a necessary part of the educational program throughout the School District, and a vital complement in trying to achieve the optimum level of success of the part of the teachers and students. The duties of the teachers' aides are primarily to assist the teachers.

Teachers shall not be required to perform work previously performed by teacher aides.

D. Attendance

The responsibility of the homeroom teachers will be only to report absences to the office and to require readmission slips upon the students' return.

E. IEP Coordinator

The rate of said position will be based on the teachers' salary scale. It is recognized that the establishment or continuation of said position is at the sole discretion of the District

ARTICLE X

PROFESSIONAL CERTIFICATION AND ASSIGNMENT

A. Notification of Teaching Assignment

This is an administrative responsibility. Notification will be given at the earliest practical date, but in no event later than August 1 of the forthcoming year.

1. Assignment will state grade, subject, building and the daily schedule.

ARTICLE XI

PROFESSIONAL COMPENSATION

A. Salary Scales

ARTICLE XI

PROFESSIONAL COMPENSATION

A. Salary Scales

B. Severance Pay

In recognition of services in the School District the Board agrees to add to the gross salary an amount as follows:

10 – 14 Years of Service	\$1,000.00
15 – 19 Years of Service	\$1,250.00
20 and Above Years of Service	\$1,500.00

Employees notifying the District of their intention to retire will receive payment as a lump sum minus deductions in July of the fiscal year. Years of service will be based on last day of hiring.

C. Any employee who agrees to perform extra duties (such as but not limited to summer school) will be paid according to the following hourly rate:

2006-2007	\$16.50
2007-2008	\$18.00
2008-2009	\$19.50
2009-2010	\$21.00
2010-2011	\$22.50

Any employee who agrees to perform homebound will be paid according to the following hourly rate:

2006-2007	\$21.50
2007-2008	\$23.00
2008-2009	\$24.50
2009-2010	\$26.00
2010-2011	\$27.50

Ticket collectors, time clock operators, and any other non-instructional, non-contractual duty will be paid twenty-five (\$25.00) per event.

D. If a Bargaining Unit member is required to travel as part of school duties or a school-related activity, he/she will be compensated at the current rate as allowed by the Internal Revenue Service and Treasury Department. The distance to be paid between the High School and Elementary building is one-half (1/2) mile in one (1) direction.

ARTICLE XII

VACANCIES – TRANSFERS

The Board agrees to fill teaching vacancies, such as but not limited to summer school, homebound, federal projects, or any other position, from within its own teaching staff whenever qualified and capable personnel are available and willing.

A. Posting

The Association and each professional employee of the District shall be sent a notice of all vacancies, including new positions. The vacancies shall be posted under the following procedure:

1. Whenever a permanent vacancy or a new position arises or is anticipated:
 - a. During the school year and prior to August 1, those vacancies and subsequent vacancies caused by such bids as defined in Section B, shall be posted for bid by July 31. Each Bargaining Unit member will receive a copy of such postings and, during a time that school is not in session, they will be mailed to each member. If a Round Robin Bidding Process is used, the posting will state that all subsequent openings that arise as a result of the Round Robin Process will be filled during the Round Robin Session. Notice of Round Robin Process will be mailed two (2) weeks prior to the date of the Process.
 - b. After August 1 and up to the beginning of school of that year, vacancies and subsequent vacancies shall be filled utilizing the Transfer List.
 - c. Temporary vacancies and vacancies not covered above shall be filled without the necessity of bid or Transfer List.
 - d. A permanent vacancy will be one that is created by a Bargaining Unit member leaving a position due to, but not limited to, retirement, severing employment, dismissal, or taking a new position within the District, provided the District chooses to fill the vacancy. Temporary vacancies will be any vacancy that occurs as a result of leaves, including but not limited to sabbatical, medical leave, maternity leave, and any other Board approved leave. Temporary vacancies and vacancies not covered above shall be filled without the necessity of bid or Transfer List.
 - e. A new position will be any position created by the District which is a Bargaining Unit position. Subcontracting positions are covered by Article XXV.
 - f. All posting shall be posted with accompanying job description, qualifications and salaries.

B. Bidding

When vacancies arise between the beginning of school and before April 1, the District will follow the Standard Bidding Process. For vacancies that arise on or between April 1 and August 1, the District may choose to hold a Round Robin Process. Regardless of which bidding procedure is utilized, the District agrees to make every effort to fill a permanent vacancy within ninety (90) days. If the District does not fill said vacancy within ninety (90) days, the District agrees to pay the substitute in that position, on the ninety-first day and thereafter, at the first step on the salary scale plus individual benefits in Appendix "B" plus pro rata leave as defined in the Collective Bargaining Agreement. In any event the District shall fill the position within one calendar year. The District reserves the right to hire the individual it deems the best candidate to fill the permanent position subject to Article XII Vacancy and Transfers.

1. An employee may not bid on a position unless the employee has spent one year in his or her current position.

C. Standard Bidding

1. The employee of the district shall submit an application to the Superintendent within five (5) school days after notice has been posted, or seven (7) days if mailed during the summer.
2. Each employee's application shall be in writing stating the school, grade, and position sought.

D. Round Robin Process

1. The District will post the Round Robin Process according to the provisions of this Article. The posting will also include the location, date and time of the Process. Round Robin Processes will be held during the month of June unless another time is selected by mutual agreement of the District and Association.
2. If an employee is unable to attend the scheduled Round Robin Process, the employee may designate another Bargaining Unit member to act in the employee's place. The absent employee must state in writing that the employee has authorized the other Bargaining Unit member to act on his or her behalf. The written authorization must be presented at the Round Robin Process. Any bid made on behalf of the absent employee will be considered as being made by the absent employee.
3. All vacancies listed on the posting will be bid first.
4. Subsequent vacancies will bid in the order they occur.
5. Awarding of positions will follow the same criteria listed in Section E, Awarding.

6. Jobs that are a part of the Round Robin Process will not be eliminated before the end of the next school year, except when federally funded or grant funded programs experience a reduction in funding to the extent that the position is no longer funded. If a position is eliminated due to such reduction of funding, the District shall provide documentation of such loss.
7. Any employee may bid more than once as vacancies arise as a result of the Round Robin Process. The Process will continue until all vacancies either are filled or are not bid.
8. Once the Round Robin Process is complete, successful bidders must remain in the position they bid for one (1) year.

E. Transfer List

Any employee requesting to be put on the Transfer List from his current assignment shall comply with the following procedure:

1. Each employee's request shall be in writing or by e-mail, stating the school, grade, position sought, seniority rating, and a statement of the basis for requesting transfer.
2. The application for transfer shall be sent to the Superintendent.
3. Only vacancies and new positions that occur during the time period of August 1 to the beginning of school shall be filled via the Transfer List.
4. All employees requesting to be placed on the Transfer List shall submit their applications on or before June 30 preceding the school year for which transfer is sought. On July 30 of each year, the names on the Transfer List from the previous year will be removed and a new list will be compiled. Those wishing to remain on the Transfer List must follow the same procedure as outlined herein in order to be placed on the Transfer List for the new year.
5. The Association shall be sent a copy of the complete Transfer List on or before August 10 of each year.
6. Only vacancies and new positions that occur during the time period of August 1 to the beginning of school shall be filled via the Transfer List.
7. No transfer request shall be considered until the employee has completed one (1) year following his/her last transfer.

F. Awarding and Transfer List

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

b. Area of Competence

c. Seniority in the District

2. When more than one (1) employee shall be making request for transfer, the qualified employee with seniority in the District shall be given priority.
3. Where no difference in seniority can be found, the selection will be based on Board minutes according to order of hiring.

G. Involuntary Transfer

When an involuntary transfer or reassignment is necessary, an employee's certification area of competence and seniority in the District shall be considered in determining which employee is to be transferred or reassigned. An involuntary transfer or reassignment shall be made only after a meeting with the employee involved and the principal, at which time the employee shall be notified of the reason therefore. It will be understood that the affected employee will assume the assigned duties immediately. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee the Superintendent or his agent shall meet with him/her within five (5) school days or one (1) week after written request for such meeting has been forwarded to the Superintendent or his agent. The employee may, at his/her, option have an Association representative present at such meeting. If the employee is dissatisfied with the Superintendent's decision, (s)he shall have the right to a hearing before the Board in executive session, within thirty (30) days after date of such written request. At his/her option (s)he may have an Association representative present.

1. Notice of involuntary transfer shall be given to the employee affected 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.
2. Qualified volunteers from the Transfer List shall be considered first where it is deemed essential to improve the educational program by effecting an involuntary transfer.

ARTICLE XIII

OBSERVATIONS, RATING AND PERSONNEL FILE

1. The primary purpose of observing and rating a professional employee is to improve the educational process of the School District and to insure growth toward the highest professional competence on the part of each professional employee.
2. Within two (2) weeks after the beginning of each school term, the Building Principal or Administration shall acquaint each teacher under his/her supervision with the teaching observation and evaluation forms, procedures and standards. No observation or rating shall take place until such orientation has been completed.

3. A teacher newly employed shall be notified by his/her building Principal or the Administration of the observation and evaluation forms, procedures and standards in effect. Such notification shall be within two (2) weeks of the first day in a new assignment.
4. No formal observation shall be done during the first two (2) weeks of the school year, the last two (2) weeks of the school year, one (1) day immediately prior to or three (3) days after a vacation or holiday, or three (3) days after an extended absence (five (5) school days). This does not preclude the building principal or Administration from entering any class at any time, or to make an informal observation.
5. Open Evaluation

All monitoring or observation of the work performance of a professional or temporary professional employee shall be conducted with full knowledge of the employee.
6. Evaluation by Authorized Personnel

Professional and temporary personnel shall be evaluated, observed and rated pursuant to the Pennsylvania Public School Code and rules and regulations promulgated by the Pennsylvania Department of Education and State Board of Education, all as amended. All forms for teachers shall reflect "satisfactory" or "unsatisfactory" rating. The rating system shall be the system devised by the Pennsylvania Department of Education, utilizing PDE Forms 426, 427 and 428, including their attachments.
7. All observations shall be performed during normal classroom instructional periods and shall last at least forty-five (45) minutes or one (1) full period, whichever is shorter. Upon the observation of any professional employee, said employee shall receive a copy of the observation report form within five (5) days after the observation.
8. A conference shall be scheduled upon the request of either of the parties. Said conference shall take place within five (5) days after receipt of the observation form.
9. The employee shall be entitled to have a representative of the Association present during any conference as a non-vocal observer.
10. During the conference the employee shall be advised in writing of the strengths and weaknesses of techniques, methodologies, and mastery of content noted during the evaluation. Any areas identified as weaknesses or needing improvement shall be identified in writing, along with the prescriptive techniques to be applied for improvement. These written prescriptions for improvement shall be given to the employee within five (5) days after the conference.
11. Upon request of the employee who has received an "unsatisfactory" rating, the evaluator shall provide instruction with a demonstration where good instructional techniques and teaching methodologies so dictate to improve his/her observed weaknesses or improvement needs in private.

12. Upon request of the employee the evaluator will then revisit the teacher after a reasonable length of time, and within the semester, to observe and re-evaluate the application of these techniques. If an employee requests a second observation, no official State rating form shall be completed until after the second observation.

13. No employee shall be permitted to or be required to sign a blank or incomplete evaluation form. No observation report form or evaluation form or anything relating thereto shall be placed in the employee's personnel file unless he/she has had an opportunity to first have reviewed said material and attached his/her comments thereto.

14. Contents of Personnel File

No material critical of an employee's service, character, or personality shall be placed in the files unless the employee has had an opportunity to read the material. The employee shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed. Such signature does not necessarily indicate agreement with its content. If an employee refuses to sign his/her file material, said employee shall be issued a receipt indicating date, time, and weakness. This receipt shall indicate only that the employee has read his/her file material. The original receipt shall be placed in the employee's file, and a copy given to the employee. The employee shall have the right to answer any material referred to above in writing, and to have his/her answer attached to the file copy.

15. Examination of Permanent Personnel File

Upon written request by the employee to the Superintendent of Schools, made personally or through the mails, the employee, upon proper identification, will be permitted to examine the material in his/her personnel file at a mutually agreeable time, in the presence of the Superintendent or his authorized representative. The employee shall not ask to examine any pre-employment information contained in the file.

16. Use of Permanent Personnel File

No material or evaluations contained in the personnel file shall be released to anyone except for information necessary for resolving grievances.

17. Expunging Personnel File Information

If an employee received an "unsatisfactory" rating, and then is rated "satisfactory" for the following two (2) consecutive years, the "unsatisfactory" rating shall be expunged from the personnel file.

If an employee receives a written reprimand, and then for the following two (2) consecutive years does not receive any written reprimand for the same conduct, the District agrees to expunge from the file the prior written reprimand.

If an employee receives a written reprimand that relates to incidents or actions that constitute physical or verbal abuse of a student(s), it will remain in the employee's personnel file for no longer than seven (7) years. If the employee does not receive a reprimand that relates to incidents or actions that constitute physical or verbal abuse of a student(s) for a seven (7) year period after receiving such a reprimand, the District will remove the document from the personnel file.

Any material critical of an employee's service, not signed by the affected employee, and found to be included in his/her personnel file, shall immediately be expunged from and never returned to the file.

ARTICLE XIV

ILLNESS OR DISABILITY

A. Leave of Absence

A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, may be granted a leave of absence without pay for the balance of the school year in which the sick leave has expired, plus one (1) additional year. The Board of School Directors may, at its discretion, extend this unpaid leave of absence.

B. Notification of Accumulation of Sick Leave

The Board recognizes the importance of this information and agrees to periodically report same to the teacher (at least annually) during the month of September each year. On or before October 31st of each school year, the employee must submit in writing any alleged discrepancies in the employee's sick leave accumulation. Should the employee fail to timely report an alleged discrepancy, the employee can only challenge future accumulation and not any past accumulated days.

C. Sick Leave

The Board agrees to grant eleven (11) sick days per year which will be accumulative. Upon retirement the purposes of becoming an eligible annuitant of the Pennsylvania School Employees Retirement System, the District will pay the retiring employee thirty-five (\$35.00) dollars for every unused sick day. The retiring employee shall not be required to waive this payment as a condition to receiving a retirement incentive offered by the District.

D. Maternity Leave

Female employees who become pregnant shall be provided a reasonable maternity leave.

While on maternity leave the female employee is entitled to sick leave for the period of time she is unable to work because of any related physical conditions and recovery therefrom provided request for same is supported by a physician's statement.

The determination of when maternity leave begins or ends is up to the female employee; however, it is hoped that the teacher, in scheduling her departure and return to duty, will keep the welfare of her students, as well as her own, in mind and schedule so as to cause a minimum of class study disruption.

An employee should notify the Administration at least thirty (30) days prior to her departure from and sixty (60) days prior to her return to duty.

Upon return from maternity leave, the employee shall be offered the position held prior to going on leave or a substantially equivalent one. All conditions of maternity leave will adhere to Federal and State court rulings.

E. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the teacher's employment or within the School System or in any other legal proceedings, if the teacher is required by law to attend, the teacher shall be compensated the difference between his/her salary and the amount he/she receives from attending these proceedings, except if the employee is the Plaintiff, the Defendant, or the Additional Defendant, to the legal proceedings.

F. Death in the Immediate Family

Whenever a professional or temporary professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of four (4) school days. The Board of School Directors may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. Members of the immediate family may be defined as father, mother, sister, brother, son, daughter, husband, wife, grandparents or near relative who resides in the same household, or any person with whom the employee has made his home. If the employee is married, the above relatives will include both sides of the family.

G. Death of a Near Relative

Whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no reduction in 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 at its discretion, as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, or nephew. In addition, the term "near relative" shall include the parent or the grandparent of a person to whom the employee had previously been married, whether the employee is widowed or divorced.

H. Work-Related Injuries

An employee who sustains a work-related injury as a result of which he/she is disabled and cannot work will not forfeit any sick or personal leave between the time of the injury and Worker's Compensation. If the injury does not cause the employee to be off work eight (8) days, the time lost due to the injury will not result in the loss of sick or personal leave, salary, and all fringe benefits, provided the employee has reported injury to his/her immediate supervisor the same day. The District has the right to require a report from a physician of its choosing.

I. Sick Leave Bank

1. The California Area School District shall establish a Sick Leave Bank to be administered by the Association.
2. Eligibility for membership in the Sick Leave Bank shall be limited to members of the professional staff of the California Area School District, which includes members of the bargaining unit, first-line supervisors, principals, central office administrators, and Business Manager.
3. To be eligible to draw upon the Sick Leave Bank, one of the aforementioned employees must:
 - a. Have exhausted all of his/her accumulated sick leave days because of a serious, long term illness or disability which precludes his/her attending school; and
 - b. Present a physician's statement verifying the seriousness of the illness or disability and attesting to the employee's inability to return to work.
4. Employees receiving Worker's Compensation benefits due to work-related illness or disability shall not be eligible to apply for sick leave bank benefits.
5. Upon receipt of application for an employee for Sick Leave Bank benefits and the presentation of a physician's verification, Association Review Committee shall post, within five (5) calendar days, the request of an eligible employee in all of the schools and offices of the California Area School District.
6. Any employee eligible to participate in the Sick Leave Bank may donate one day of his or her accumulated sick leave days to the employee requesting Sick Leave Bank benefits. Donation of sick leave days shall be on a voluntary basis and must be made within ten (10) working days of the date of the posting. All donated sick leave days shall be subtracted from the eligible employees accumulated total sick days. The forms of application to draw upon the Sick Leave Bank and to donate to the Sick Leave Bank shall be affixed to and become a part of this contract. Such forms shall be available in the Office of the Superintendent of Schools and the office of all school buildings.

7. Upon receipt of the names of the eligible employees donating one day to the ill or disabled employee, the Review Committee of the Association, shall conduct a random drawing to determine the rank order in which the eligible employees shall donate one day of accumulated sick leave to the eligible ill or disabled employee. The names of those employees donating to the Sick Leave Bank shall remain confidential. Upon completion of the drawing the Review Committee will report to the District, the names of those donating one sick day from their accumulated sick leave to the sick bank and the name of the employee that is to be the recipient of the day(s). The Review Committee will also notify all employees that have been chosen in the drawing that they will lose one (1) day of accumulated sick leave.
8. If the eligible ill or disabled employee should return to work, be declared fit to work by his or her physician, die, take a leave permitted by the Public School Code or by this contract, or resign before using all of the days assigned to him by the Sick Leave Bank, those employees who donated one day of accumulated sick leave to the Sick Leave Bank whose days were not used, as determined by the rank order list, shall not have the sick leave days subtracted from their accumulated total.
9. Sick Leave Bank days will apply only to working days as determined by the eligible employee's work schedule. However, a portion of the salary payment will be withheld to provide summer payments to employees on the same basis as regular sick leave days.
10. Sick Leave Bank days shall be paid at the full salary of the employee to which they have been donated.
11. There shall be no limit on the number of times an eligible employee donates one day of accumulated sick leave to the Sick Leave Bank.
12. The number of times an eligible employee will be able to apply for Sick Leave Bank days per incident will be six (6).
13. The California Area Education Association and all employees eligible under this portion of the agreement agree to indemnify, save and hold harmless the California Area School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may rise out of, or by reason of the application of the Agreement. All employees eligible under this portion of the Agreement agree to indemnify, save and hold harmless the California Area Education Association/PSEA and its agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may rise out of, or by reason of the application of the Agreement.
14. The various forms for the sick leave bank are included as Appendix F and made a part of this Agreement.

15. Each year on or before the first day of school in that school year the President of the Association will appoint a three (3) member Review Committee made-up of one person from the High School, Middle School, and the Elementary School to execute the provisions of the Sick Leave Bank. Requests for use of the Sick Leave Bank shall be made using the appropriate form directly to the Review Committee, which may grant or refuse such requests according to the provisions of the Agreement. They will conduct drawings and administer the Sick Leave Bank and perform the duties as defined in Article XIV, I., of the Agreement relating to the Review Committee. The decision of the Review Committee shall be final and binding.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. Types of Leave

1. Personal

- a. The Board recognizes the need for personal leave and offers three (3) days each year with the following provisions:
 - (1) Personal leave may be accumulated up to six (6) days; however, the employer may buy out the employee's unused leave days at the request of the employee, at the end of any school year, at fifty percent (50%) of his/her then daily rate, or transfer them to his/her accumulated sick leave.
 - (2) Except in cases of emergency, personal leave taken on the school day before or following a holiday will be charged on a two (2) for one (1) basis.
 - (3) No more than ten percent (10%) of the staff, on an area basis (Example: K-5, 6-8, 9-12) will be permitted to take leave on any one day. This limit would not apply in the case of an emergency or if substitutes are readily available.
 - (4) The Administration shall be notified at least three (3) days prior to intended absences for the use of two (2) personal days. One (1) personal day may be taken with the same notice as required when taking a sick day.

2. School Visitation

Types of In-service Conferences will compass the following areas:

a. Classroom Visitation

Each teacher may, upon request to visit a class or conference in his/her field of endeavor, be released from classroom duties while in attendance at same.

b. Educational Conferences Involving More than One (1) Day

- (1) Reimbursed for travel at the State mandated minimum (as per School Code) plus expenses incurred up to but not to exceed three hundred fifty dollars (\$350.00).
- (2) Payment will be provided based on estimation and difference will be reimbursed or repaid upon return from the trip.
- (3) Teacher must present evidence of being a member in good standing or organization sponsoring the conference, and his professionalism, by membership in local and State organization. Photostatic copies of membership shall accompany request.
- (4) Expenses paid by other organizations negates applicable clauses herein stated. Pay voucher must be presented for finalizing of expenses.
- (5) Registration fees for conference is a legitimate expense. In view of fund limitations, it is suggested that attendance be granted on rotation basis at all levels of instruction.

3. Association Conferences

Up to four (4) days for two (2) representatives of the Association to attend conferences or conventions of State and National affiliated organizations with no loss in pay. The California Area Education Association will agree to pay for the substitute.

B. Break in Service Clause

Any leave approved by the Board will not constitute a break in service.

ARTICLE XVI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Purpose

In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change, and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performances and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

B. Payment for Credits

1. For the duration of the contract, the Board agrees to pay up to an amount equal to seventy-five (75%) percent of a California University credit per credit beyond the Bachelors Degree that are used toward certification, completion of the Masters Degree or Masters Equivalency, and/or the maintenance of certification as designated by the accredited college or Act 48 or the District's Act 48 plan. The District will reimburse the individual upon presentation of a transcript showing successful completion of the courses.
2. For those employees not presently in an approved program, the Board agrees to pay an amount equal to seventy-five (75%) of a University of Pittsburgh credit per credit beyond the Masters Degree toward a Doctors Degree, provided that the employee is accepted in a doctoral program at an accredited college. The course of study is to be approved by the Superintendent.
3. The Board will provide a maximum of Ten Thousand (\$10,000.00) dollars for the entire bargaining unit during each year of the Agreement for the payment of credits in addition to horizontal movement on a salary scale in items 1, 2 and 5 of Section B in this Article. If this maximum is exhausted in any year, there will be an additional Seven Hundred and Fifty (\$750.00) dollars added to the maximum for the following year. All \$750.00 additions will be cumulative.
4. For the duration of this contract the Board will pay all expenses for those teachers who obtain additional certification to preserve their jobs. The Board agrees to follow the format in Section B-1, listed above. The course of study is to be approved by the Superintendent. This Section only applies when an employee is notified of a furlough in accordance with Article 25, A,1 a.
5. For the duration of this contract, the Board will pay ½ -expenses for credits taken through the Intermediate Unit for maintenance of certification as required by Act 48.

C. Incurring Expenses

The Board agrees to pay the full cost of tuition in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such session in which a teacher is requested and/or required by the Superintendent to participate. The Board further agrees to meet and discuss other expenses to be incurred resultant thereof.

D. In-House Act 48 Credits

1. The District will provide, during each school year, at no cost to the members of the bargaining unit opportunities for no less than 36 (thirty-six) hours per year of approved professional development activities as required for maintenance of certification by Act 48.
2. The District will not pay for any Act 48 credits as otherwise provided in this Agreement unless the teacher has taken all the In-House Act 48 Credits. Upon prior request of an employee, this nonpayment provision shall be waived on a case by case basis if, in the discretion of the Administration, the In-House Act 48 Credit offerings are not relevant to the requesting employee's professional development. The exercise of discretion shall be done in a reasonable manner.

ARTICLE XVII

MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

Regardless of how we try to reach the student, the time may come when we seek the assistance of others to assure optimum growth, socially and/or academically, of the student. If such is the case, then the following measures should be taken:

A. Referral of Student

1. Purely Academic Difficulty

- a. Will be reviewed by the guidance department for possible solutions. If necessary, a conference including teacher, pupil and other interested persons should be convened.

2. Social Difficulty

When in the judgment of a teacher a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may exclude the student from the classroom and refer him/her to the Principal

- a. In such cases, the Principal shall arrange as soon as possible and no later than the conclusion of the following school day, a conference among himself, the teacher, and possibly an appropriate specialist to discuss the problem and to decide upon appropriate steps for its resolution.

- b. If the teacher objects to the readmission of said students to the classroom, the Principal will arrange for a parental conference as soon as possible. The student will, if possible, be assigned elsewhere within the building. If this is not possible, the student shall be appropriately disciplined as established by the Board's policy.

ARTICLE XVIII

PERSONAL AND ACADEMIC FREEDOM

A. Citizenship

The employee shall be entitled to full rights of citizenship. No religious or political activities of any employee, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employee of such employee, providing said activities do not violate any local, State or Federal law.

B. Rights and Privileges

All materials dealing with the California Area Education Association, Pennsylvania State Education Association, or the National Education Association will be considered part of the educational organizations' rights' and privileges.

C. Required Meetings

Teachers will be required to stay for a maximum of nine (9) meetings per year beyond the regular school day of seven (7) hours and fifteen (15) minutes. The meeting will not exceed one (1) hour in length. The meetings are to be scheduled at least one (1) week in advance on any day but a Friday.

Bargaining unit members will receive Act 48 credit for after-school meetings if allowable by the State Board of Education and/or Pennsylvania Department of Education. These hours will apply to the 36 hours as provided by the District in Article XVI, Section D.

Each teacher will attend one (1), two (2) hour, open house each year at no cost to the District. Notification will be given two (2) weeks in advance.

All other rights of leaving early are waived by the teachers for these nine (9) days.

ARTICLE XIX

TEXTBOOK POLICY COMMITTEE

A. Establishment

The Board agrees to establish various academic (subject-oriented) textbook committees as needed.

The Board and the Association, recognizing the changing educational policies and needs, agree to establish a procedure whereby new books will be acquired on a rotational basis, as needed. Such need will be determined mutually by Administration and Department.

ARTICLE XX

MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association or who become members during the life of this Agreement shall be subject to the "Maintenance of Membership" provision of this Agreement, as well as Article III, Subsection (18) of the Public Employee Relations Act, Act 195.

ARTICLE XXI

FAIR SHARE

This Fair Share policy will be effective only if there is a reduction in the level of membership within the Association during the life of this contract, or ten percent (10%) or more members, as compared to the membership level as of the expiration date of the former contract.

- A. Each employee holding a position within the bargaining unit covered by this Agreement who is not a member of the Association representing such employees, and who does not become a member of the Association representing such employees during the life of this Agreement shall be required to pay a fair share fee as provided for by Act 84 of 1988, for such period of time as he or she is not a member of the Association. The School District and the Association agree to comply with all the provisions of Act 84 of 1988, and the Association agrees to extend to all non-members the opportunity to join the Association.

- B. The Association shall indemnify and hold the School District, and its officers, directors, employees, agents, and other representatives, harmless against any and all claims, demands, suits, orders, costs and/or judgments brought, or issued against the School District, and or its officers, directors, employees, agents and other representatives, by any and all courts, administrative bodies, and/or arbitrators, as a result of action taken or not taken by the School District under the provisions of the Article. The Association's obligation to so indemnify and hold harmless the School District, and/or its officers, directors, employees, agents, and other representatives shall include, but not be limited to back pay awards, court costs, arbitrators costs, and administrative agency costs and fees.
- C. The Association further agrees that it will defend the School District and/or the School District's officers, directors, employees, agents and other representatives in any form of action, whether before a court of record, an administrative agency, and/or an arbitrator, where such action relates to the School District and/or the Association's compliance with the terms of this Article. The Association's defense of the School District and/or its officers, directors, employees, agents and other representatives as set fort herein shall be at the sole cost and expense of the Association, and said defense shall be provided through an attorney or attorneys of the Association's selection. Notwithstanding the foregoing, the School District retains the right, to retain its own attorney to independently monitor any such action on behalf of the School District. Under such circumstances, the School District's attorney shall not formally appear in the case, but the costs of such monitoring by the School District's attorney shall be paid by the Association, upon fifteen (15) days written notice to the Association at the address identified above within this Agreement for notices to the Association.

ARTILCE XXII

MEMBERSHIP DUES DEDUCTION

A. Deduction from Salary

The Board agrees that the deduction of membership dues shall, with the permission of the individual member, be made from the second paycheck of the month for eight (8) months, beginning in October and ending in May. The Board will arrange to remit dues and a list of members so contributing to the teachers' Association.

B. List Supplied to Board

No later than September 15 of each school year the California Area Education Association will provide the Board with a list of new employees who have authorized the Board to deduct dues for the Association in Paragraph A, above.

C. Authorized Cards

The Board will honor such authorization cards pursuant to the Maintenance of Membership Agreement. (See Appendix D)

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. Savings Clause

All terms and conditions of employment as established by this Agreement shall be applicable on the signing date of the Agreement. They shall continue in force through the duration of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any teacher benefits existing prior to its effective date.

B. Compliance Between Individual Contract and Master Agreement

Individual contract developed during the term of this Contract will comply with the Contract Agreement as herein developed.

C. Printing Agreement

Copies of this Agreement shall be duplicated at the expense of the Board in cooperation with the Association on a fifty/fifty (50/50) basis, subsequent to agreement with the Association on the format within sixty (60) days after the Agreement is signed. The Agreement shall be presented to all teachers, new or hereafter employed, during the term of this Agreement.

D. Notice

Whenever any notice is required to be given by either of the Parties to this Agreement to the other Party, the Party shall do so by letter, in duplicate.

ARTICLE XXIV

CALIFORNIA AREA SCHOOL DISTRICT PRESCRIBED MEDICATION POLICY

The Board and the Association agree that no teacher will administer or have the right to give consent for administration of any medication of any kind.

Any student requiring medication will submit a signed parental consent form to the office. The Principal will then notify the School Nurse. The School Nurse will supervise the administration of the medication at all times.

See Attached Consent Form.

ARTICLE XXV

JOB SECURITY AND SUBCONTRACTING

A. Maintenance of Unit

The number of Bargaining Unit employees as of September 1, 1982 may be reduced only under the following conditions:

1. Reductions may occur by attrition or by a drop in student population, provided that the bargaining unit/student population ratio as of September 1, 1982 is not increased. In the event that a layoff will occur, the following will apply:
 - a. Employees to be laid off shall be notified by May 1 of the prior school year.
 - b. In the event of layoffs, the District agrees to realign the staff according to certification so as to retain the employees with the highest District seniority.
 - c. The Superintendent shall seek emergency certifications for those persons to be laid off where such certification will eliminate the need for a layoff.
 - d. In the event that layoffs do occur, employees so affected shall be placed on a preferred substitute list and shall be given first opportunity for all possible substitute work.
 - e. Laid off employees shall be reinstated in the inverse order by which they were laid off.
 - f. No vacancy (permanent or temporary) shall be filled by a new appointment while there is a suspended employee available who is properly certified to fill such vacancy, provided that the suspended employee has notified the District of his/her availability for work each year by May 1, for the following year.

B. Subcontracting

1. Both Parties agree that bargaining unit work will be done ordinarily by bargaining unit personnel unless mutually agreed upon by the California Area Education Association and the Board. The District will give first consideration to applicants from the bargaining unit, and in the event the District desires to appoint from outside the bargaining unit due to superior qualifications, the California Area Education Association will not unreasonably withhold its agreement.
 - a. The salaries for the various subcontracting positions are included as Appendix E and made apart of this Agreement.

- b. In the event that the District should create a new subcontract position, it will notify the bargaining unit, in writing, of the job specifications and the Evaluation Committee will meet and determine the work involved and set a base rate of pay. The District agrees to provide additional funds for this added subcontract other than the funds provided by this Agreement for pay raises in the 2006-2007, 2007-2008, 2008-2009, 2009-2010, and 2010-2011 schedules. No extra duty or responsibility shall commence until the Committee has acted.

All subcontracting positions shall be renewed automatically the next succeeding school year unless the District cancels same or declares same open within sixty (60) days following the last game, event, or occurrence of the activity which is seasonal, or notifies the employee in writing, or the employee notifies the District in writing, within the same time span that (s)he will not accept the same position for the next succeeding school year.

- (1) All subcontract vacancies will first be posted within the District
- (2) Vacancies will be posted outside the District if no applicant is selected by the Board from within the Bargaining Unit.
- (3) If no applicants are available after outside advertising, the Board may raise the rate or alter the job description
- (4) The new position will be posted as in the procedure outlined in (1) and (2) above.

C. Salaries for personnel will be based upon experience in the subcontracting position in the following manner:

1 st year	80% of contracted salary
2 nd year	85% of contracted salary
3 rd year	90% of contracted salary
4 th year	100% of contracted salary

Experience shall be in the sport/activity for which one is applying and shall be with school affiliated programs, within the California Area School District.

ARTICLE XXVI

SENIORITY

Section I

Seniority as herein used shall apply only to temporary professional and permanent professional employees and shall mean the relative status of employees with respect to total length of service with the District from the employee's first day worked since his/her last date of hire. Length of service shall be the total service with the District from the employee's first day worked since his/her last date of hire; initial seniority under this Agreement shall be based on the present seniority list.

Section II

Seniority will accrue during any approved leave when taken.

Section III

Any employee shall lose his/her seniority:

1. Upon resignation;
2. Upon discharge for just cause;
3. Failure to report from suspension (layoff) within five (5) days (Saturdays, Sundays and holidays excluded) after mailing of a written notice by registered mail or telegram to last mailing address appearing on his/her employment record card;
4. Overstaying a leave of absence unless prior to the expiration of such leave (s)he requests and obtains an extension, which is then confirmed in writing.

Section IV

Any vacancy that occurs due to resignation, discharge, leave of absence, etc., shall first be offered to any employee who has been suspended (laid off). If none of the employees on the suspension (layoff) list are certified for the vacancy, and after having been notified, the position shall be filled according to the provisions of this Agreement.

The District may permit, at the teacher's request, to bypass him/her without loss of seniority depending upon the equities of the situation.

Section V

Any employee who was or will hereafter be promoted to a supervisory position not included in the Bargaining Unit shall retain his/her seniority acquired in the unit from which he is promoted. If said employee should no longer qualify for such supervisory position, or if such position is abolished for any reason, or if a layoff occurs, (s)he shall be transferred back to his/her former job, with accumulated seniority, unless (s)he is dismissed from the service of the School District.

Section VI

New employees hired on the same date shall be placed on the seniority list according to Board Minutes.

Section VII

Within thirty (30) days following the signing of this Agreement, The California Area Board of School Directors will prepare and post a schedule indicating the seniority for each employee as of the date of the signing of this Agreement. Such list shall be revised by the Board each semester to keep it reasonably up-to-date.

Section VIII

Each employee shall have a period of thirty (30) days after the posting of the semester up-to-date seniority list in which to advise the Board or its agents, in writing, of any inaccuracies which affect his/her seniority. No protest will be considered after thirty (30) days of posting of the seniority list, and the list shall be considered as final. The Board or its agents will investigate all reported inaccuracies and make such adjustments as may be in order, and post the updated list immediately. If the employee is unable to resolve his/her dispute regarding placement on the seniority list, the employee may file a grievance.

Section IX

Any exceptions to or variations from this Article may be mutually agreed upon between the Board and the Association

ARTICLE XXVII

DURATION OF AGREEMENT

A. Effective Date

This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2011, subject to the Association's right to negotiation over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

B. No Strike – No Lockout Provision

Both Parties agree to faithfully abide by the provisions of Pennsylvania's Public Employee Relations Act, Act 195, and Act 88.

As a condition of the various provisions of this Agreement to which the Parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike subsequent to the execution of this Agreement (as the term is defined in Act 195) during the term of this Agreement. Further, the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its President and Negotiations Committee Chairperson, the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

CALIFORNIA AREA EDUCATION ASSOCIATION

By _____
President

By _____
Chairperson, Negotiations Committee

By _____
Co-Chairperson, Negotiations Committee

CALIFORNIA AREA BOARD OF EDUCATION

By _____
President

By _____
Chairperson, Negotiations Committee

By _____
Board Secretary

(Seal)

APPENDIX A

A. Regular Part Time Employees

1. Any Regular Part Time Employee shall be subject to the same terms as in Appendix G and the provisions below:
 - a. They will not work longer than 168 consecutive minutes at the Elementary School or 4 consecutive periods at the Middle School or High School.
 - b. They will be a Temporary Professional Employee or a Professional Employee.
 - c. Any preparation period will be considered as part of their teaching day. Part-time teachers teaching 4 consecutive periods at the High School or Middle School, or 168 minutes in the Elementary School, will be granted a paid preparation period. Any preparation period will be scheduled adjacent to the teaching periods.
2. Part time employee(s) shall not be used to fill a position(s) that could be filled in any manner by a full time employee(s).
3. No full time employee will be demoted to part time.
4. No full time employee(s) will be furloughed and then replaced by a part time employee(s).
5. Volunteers or non-members of the bargaining unit will not perform duties that are performed or could be performed by full time or regular part time employees.

B. Long Term Substitutes

The salary of a long-term substitute will be fifteen dollars (\$15.00) above the District's daily substitute rate.

C. Full-Time Substitutes and Part-Timers Recalled

All present Bargaining Unit employees who are laid off and subsequently recalled to regular part-time or long-term substitute positions will receive a pro rata salary based upon their regular pay, as if they were working full-time. They will also be entitled to Contract benefits, including full seniority, as if working full-time; however, it is understood that any Contract reference to a day means the length of day which the employee is actually working.

APPENDIX B

A. Health Care Insurance

1. For the duration of the Agreement, the Board shall pay the full premium of the Highmark Preferred Provider Organization (PPO) Plan "D". The employee will be responsible for a ten (\$10.00) dollar payment for physician office visits, a five (\$5.00) dollar payment for generic brand prescription drugs, and a ten (\$10.00) dollar payment for brand name prescription drugs. A summary of said Plan has been initialed by both parties, which summary is incorporated herein by reference hereto. If offered by the health insurance carrier, employees will have the opportunity to "buy-up" to an indemnity plan by the employee paying 100% of the difference in cost between the PPO plan and the indemnity plan.
2. For the duration of the Agreement, the Board will pay the full premium of the current Dental Plan which is UCC1 Dental or equivalent Family Basic Dental Plan, plus Orthodontic and Penn Dental Periodontal (80%) Coverage and Crown – Inlay and Onlay restoration ("Caps and Crowns" at 80% Coverage) riders to meet the family's needs. The yearly benefit cap shall be \$1,500.
3. The Board shall provide Accident and Sickness of six hundred dollars (\$600.00) per month for extended absence from employment up to two (2) years. The policy becomes effective the first (1st) day of an accident and fourteenth (14th) day of illness. A co-pay of six dollars (\$6.00) per month will be assessed each employee by payroll deduction.
4. For the duration of this Agreement, the Board will pay the full premium for the Annual Opti-Choice Vision Program for the family. Should this plan become unavailable during the term of this Agreement the parties will meet and negotiate a mutually acceptable substitute plan.
5. Payment in Lieu of Health Insurance Coverage

During the life of this Agreement, the School District shall reserve the right to offer eligible full-time employees the opportunity to receive payments in lieu of health care insurance benefit coverage. If the School District offers this opportunity, it will adopt an IRS Code section 125 Plan, to protect employee contributions and benefits consistent with and at all times subject to, applicable statutes and regulations, as they may be amended from time to time. In such event an employee may elect to withdraw from the hospitalization and medical insurance program provided by this Agreement and in lieu thereof, receive a sum equal to Thirty Five (35%) Percentum of the amount that the school District would have paid each month to provide these benefits to that employee, for each month that the employee does not participate in the aforesaid insurance program. At the employee's option, this money will be placed in a tax sheltered annuity chosen by the employee and available through the School District.

The parties expressly agree that to the extent, if any, that any such section 125 Plan is deemed invalid or out of compliance with applicable laws and/or regulations, this Section likewise be deemed invalid. The remaining terms and conditions of this Agreement shall, however, remain in full force and effect, as if the invalid provision had never been included therein.

Employees will be given the opportunity to take part in the above outlined program each year of the Agreement by June 1. Employees that are participating in the above plan may withdraw from the plan in any year of the Agreement by notifying the District in writing by June 1 in order to become effective the following July 1 of each year and resume their participation in the District hospitalization and medical insurance programs provided by this Agreement.

6. During the life of the Agreement the Association will be willing to consider an equivalent alternative health care plan. However, this language shall not be construed as to require agreement by the Association to any alternative health care plan. Should the state of Pennsylvania establish a statewide health insurance plan for school employee during the term of this agreement, said plan may be adopted through the mutual agreement of both parties, or, if mandated by the state, the school district will adopt the plan in accordance with the law.

B. Life Insurance

The Board shall provide each employee with a thirty thousand dollar (\$30,000.00) group term life insurance policy in the years 2006-2007, 2007-2008, 2008-2009, 2009-2010, and 2010-2011; the policy to include Accidental Death and dismemberment riders and conversion benefit.

- C. All members of the Bargaining Unit will be provided with a clear description of all insurance benefits provided under this Agreement within sixty (60) days from the date of ratification by both Parties.
- D. The policies for the above-mentioned Health Care, Dental, Income Protection and Life Insurance benefits shall be detailed in Master Policies between the Board and the individual insurance carriers. The Master Policies shall be submitted to the Association for its approval prior to their formal adoption by the Board.

APPENDIX C

GRIEVANCE PROCEDURE

- A. An alleged grievance will be a question brought by a teacher or teachers regarding the meaning, interpretation, or application of any provision of this Agreement.
- B. The California Area Education Association will name a Reviewing Committee to study and determine whether a supposed grievance is in reality a grievable matter under this Contract. Should the instance prove grievable, the Committee will assist the teacher in seeking redress. If considered not grievable under the contract, the teacher will be so advised and the organization will withhold its support. (This in no way precludes the teacher from pursuing the supposed grievance.)

Once the Committee has approved an instance to be grievable under the contract, the organization will assist the teacher in seeking reparation. Said Committee will be actively involved and kept informed of the status of the grievance following each successive step upon the grievance is satisfied.

The Parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a five (5) step process, which is described in the following paragraphs and the table attached hereto:

- Informal Step Person or persons initiating the alleged grievance shall first present the matter for an informal discussion with the Building Principal or other First Level Supervisor, or in the case of a group grievance or a just cause grievance, the Superintendent, within five (5) school days after recognition of its occurrence. A meeting will be held within three (3) days. If there is no resolution, the grievance will proceed to Step I of the grievance procedure or in the event of a group grievance, Step II.
- Step I Person or persons initiating the alleged grievance shall present the grievance in writing and on a form provided jointly by the California Area Education Association and the Employer, to the Building Principal or other First Level Supervisor within five (5) school days at the conclusion of the informal discussion.

The Building Principal or other First Level Supervisor shall reply to the grievance within five (5) school days after initial presentation of the grievance.

Should the grievance be satisfied at this level (or at Step II, III, or IV, whichever applies) the grievant will within five (5) school days sign and file a release with the Administrator at that level. The Administrator will file a copy of said release with the California Area Education Association.

Should the grievant fail to gain satisfaction at a specific step, the Reviewing Committee will within five (5) school days so inform the Administrator involved and the Administrator and grievant, acting as one, will forward the grievance to the next following step.

- Step II If the action in Step I above fails to resolve the alleged grievance to the satisfaction of the affected parties, the alleged grievance shall be referred to the Superintendent and must be answered within five (5) school days.
- Step III If the action in Step II above fails to resolve the alleged grievance to the satisfaction of the affected parties, the alleged grievance shall be referred to the Board of Education. Said alleged grievance must be administered in twenty (20) school days or until the day after the next regular or special Board meeting whichever is sooner. Step III will not be bypassed in the Grievance Procedure.
- Step IV If the action in Step III above fails to resolve the alleged grievance to the satisfaction of the affected parties, the grievance may be referred to binding arbitration as provided in Section 903 of Act 195. The decision as to whether the grievance will be referred to arbitration will be made by the reviewing committee of the CAEA.

C. Miscellaneous

1. Group Grievance

If in the judgment of the Association a grievance affects a group or class of teachers involving more than one (1) administrator, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Step II. The Association may process such a grievance through all steps of the Grievance Procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Step I which are unsatisfactory to the aggrieved person and all decisions rendered at Steps II and III of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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

4. Meetings and Hearings

All meetings and hearings under this Procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, theretofore referred to in this Article. All such meetings shall be conducted outside aggrieved's instructional duty time except those meetings set by arbitration.

5. Arbitration

Any grievance that is decided through the arbitration process will result in the Association and the School District splitting the cost.

6. Time Limits

- a. Any breach in the time limits in Step I or Step II will result in the grievance being automatically advanced to the next step.
- b. Any breach of time limits in Step III will result in the grievance being awarded to the opposing party.

APPENDIX D

**MEMBERSHIP DUES DEDUCTION
PAYROLL AUTHORIZATION CARD**

This is to authorize eight (8) equal deductions from
my pay for PROFESSIONAL DUES FOR

(Name)

this authorization will remain in effect unless canceled in
writing fifteen (15) days prior to the expiration of the Collective
Bargaining Agreement in effect of this date.

(Date)

(Signature)

APPENDIX E

SUBCONTRACTING

In the event a team enters postseason competition, the coach assigned to the team on a day-to-day basis during the season, shall be paid one-twelfth (1/12) of the annual salary for the position held by the coach for services rendered during the postseason.

A one (1%) percent increase annually will be added for continued satisfactory service to the District in the same sport beyond the fourth year or at the point beyond 100% of the total salary.

<u>CO-CURRICULAR ACTIVITIES</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Equipment Manager	2550	2550	2550	2550	2550
Head Football Coach	4900	4900	4900	4900	4900
First Asst Football	3650	3650	3650	3650	3650
Asst Football Coach	2550	2550	2550	2550	2550
Asst Football Coach	2550	2550	2550	2550	2550
Asst Football Coach	2550	2550	2550	2550	2550
Asst 7 & 8 Grade Football Coach	1750	1750	1750	1750	1750
Asst 7 & 8 Grade Football Coach	1750	1750	1750	1750	1750
Head HS Basketball Coach	4900	4900	4900	4900	4900
Asst HS Basketball Coach	3650	3650	3650	3650	3650
Asst HS Basketball Coach	2550	2550	2550	2550	2550
MS Basketball Coach	2285	2285	2285	2285	2285
Asst MS Basketball Coach	2050	2050	2050	2050	2050
Head Girls HS Basketball Coach	4900	4900	4900	4900	4900
Asst HS Girls Basketball	3650	3650	3650	3650	3650
Girls MS Basketball Coach	2285	2285	2285	2285	2285
Asst Girls MS Basketball Coach	2050	2050	2050	2050	2050
Head Girls HS Volleyball	3000	3000	3000	3000	3000
Asst Girls HS Volleyball	1800	1800	1800	1800	1800
Head HS Baseball Coach	3540	3540	3540	3540	3540
Asst HS Baseball Coach	2550	2550	2550	2550	2550
Asst HS Baseball Coach	2550	2550	2550	2550	2550
HS Tennis Coach	2550	2550	2550	2550	2550
Asst HS Tennis Coach (if needed)	2000	2000	2000	2000	2000
HS Girls Coach	2550	2550	2550	2550	2550
Asst Girls HS Tennis Coach (if needed)	2000	2000	2000	2000	2000
Head Girls Softball Coach	3540	3540	3540	3540	3540
Asst Girls Softball	2550	2550	2550	2550	2550
Asst Girls Softball	2550	2550	2550	2550	2550
Asst Girls 7 & 8 Softball Coach	1750	1750	1750	1750	1750
Asst Girls 7 & 8 Softball Coach	1750	1750	1750	1750	1750
Head Boys Soccer Coach	2750	2750	2750	2750	2750
Asst Boys Soccer Coach	2000	2000	2000	2000	2000
Golf Coach	1700	1700	1700	1700	1700
Summer Band Program	1715	1715	1715	1715	1715
HS Marching Band	3800	3800	3800	3800	3800
Jazz Ensemble Sponsor	1550	1550	1550	1550	1550
Asst to the Band Director	500	500	500	500	500
Middle School Choral Director	1600	1600	1600	1600	1600
Sponsor HS Cheerleader Head	2000	2000	2000	2000	2000
Sponsor HS Cheerleader Asst	1500	1500	1500	1500	1500
Director Class Play	1900	1900	1900	1900	1900
Sponsor Year Book	2400	2400	2400	2400	2400

<u>CO-CURRICULAR ACTIVITIES</u>	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Sponsor School Newspaper	1150	1150	1150	1150	1150
Sophomore Class Sponsor	450	450	450	450	450
Junior Class Sponsor	450	450	450	450	450
Senior Class Sponsor	1000	1000	1000	1000	1000
Head Girls Soccer Coach	2750	2750	2750	2750	2750
Asst Girls Soccer Coach	2000	2000	2000	2000	2000
Stage Crew Sponsor	2200	2200	2200	2200	2200
Girls MS Volleyball Coach	2285	2285	2285	2285	2285
Asst Girls MS Volleyball Coach	1750	1750	1750	1750	1750
MS Soccer Coach	2195	2195	2195	2195	2195
Asst MS Soccer Coach	1750	1750	1750	1750	1750
Elementary Newspaper Sponsor	1150	1150	1150	1150	1150
MS Newspaper Sponsor	1150	1150	1150	1150	1150

May Day Sponsors (\$50 per person – Not to Exceed \$300.00)

APPENDIX F

SICK LEAVE BANK FORMS

**CALIFORNIA AREA SCHOOL DISTRICT
750 ORCHARD ST.
CALIFORNIA, PENNSYLVANIA 15419**

APPLICATION FOR DONATION OF SICK LEAVE BANK DAYS

TO: CAEA Review Committee
FROM: Name: _____
Position: _____
Building: _____

DONATION TO: _____

SUBJECT: Sick Leave Bank Donations

1. I am hereby donating one of my accumulated sick leave days to the Sick Leave Bank for the use of the above listed professional employee of the California Area School District. This donation complies with Article XIV, Paragraph I of the negotiated agreement between the California Area School District and the California Area Education Association.
2. I understand that the Association Review Committee will conduct a random drawing to determine the rank order of the names of the employees donating sick leave days to the Sick Leave Bank.
3. I am aware that those employees who donate sick leave days to the Sick Leave Bank and whose days are not used shall not have these sick days subtracted from their accumulated sick leave total.
4. I understand that there shall be no limit on the number of times an eligible employee donates one day of his/her accumulated sick leave to the Sick Leave Bank.
5. I agree to indemnify, save and hold harmless the California Area School District and/or the California Area Education Association/PSEA and their agents of and from any and all claims, demands, suits, or other forms of liability at law or equity including legal fees and court costs, which shall or may rise from, or by reason of the application of this Agreement.

ATTEST

Date

Signature of Employee

APPROVED

Date

CAEA Review Committee

CALIFORNIA AREA SCHOOL DISTRICT
750 Orchard Street
California, PA 15419

Application for Sick Leave Bank Days

Date _____

TO: CAEA Review Committee

FROM: Name: _____

Position: _____

Building: _____

SUBJECT: Sick Leave Bank Benefits

1. I am requesting that I be granted sick leave days from the Sick Leave Bank as established by Article XIV, Paragraph I of the negotiated agreement between the California Area School District and the California Area Education Association.
2. I am requesting that the sick leave days from the Sick Leave Bank begin on

3. By submitting and signing this application, I attest to the following:
 - a. I shall have exhausted all my accumulated sick leave days by the date for which I am applying for Sick Leave Bank days because of a serious, long term illness or disability which precludes my attending school.
 - b. I have submitted with this application a physician's statement verifying the seriousness of my illness or disability and attesting to my inability to return to work.
 - c. I am not presently receiving Worker's Compensation benefits due to work related illness or disability.
4. I understand that all Sick Leave Bank days shall cease when I return to work or am declared fit to work by my physician.
5. I understand that Sick Leave Bank days shall be paid to me at my full salary as determined by the current salary schedule, but only on those days when I am scheduled to work. However, a portion of the salary payment shall be withheld to provide summer payments to me on the same basis as regular sick leave days.

6. I understand that there is a limit of six (6) on the number of times that I may apply for Sick Leave Bank days per incident.
7. I agree to indemnify, save and hold harmless the California Area School District and/or the California Area Education Association/PSEA, and their agents of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall or may rise from, or by reason of the application of this Agreement.

Date

Signature of Employee

APPROVED

Date

CAEA Review Committee

APPENDIX G

The District will place part-time teacher(s) on the salary scale. Once placed on the salary scale each position will be prorated according to the number of classes taught.

1. Any individual who is employed as a temporary professional employee or professional employee less than full-time will be considered a regular part-time professional employee. Part-time professional employees shall not include long-term substitutes or day-to-day substitutes.
2. The part-time employees for these positions will receive one-half ($\frac{1}{2}$) year's seniority credit for each year of service in the District.
3. The part-time employees for these positions will be advanced on the salary scale in accordance with the Collective Bargaining Agreement.
4. A part-time employee will receive an individual full-time employee's health care benefits and sick leave and personal days on a prorated basis.

Bachelors Progression Chart

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
1	\$30,800	\$32,625	\$33,675	\$34,550	\$35,425	\$36,425
2	\$31,800	\$33,500	\$34,575	\$35,450	\$36,325	\$37,325
3	\$32,725	\$34,500	\$35,475	\$36,300	\$37,175	\$38,225
4	\$33,800	\$35,500	\$36,425	\$37,200	\$38,050	\$39,150
5	\$35,221	\$36,921	\$37,846	\$38,571	\$39,271	\$40,075
6	\$35,692	\$37,892	\$38,817	\$39,542	\$40,292	\$41,092
7	\$36,963	\$38,863	\$39,788	\$40,513	\$41,313	\$42,113
8	\$38,284	\$39,984	\$40,909	\$41,634	\$42,334	\$43,134
9	\$40,476	\$42,176	\$43,101	\$43,826	\$44,526	\$45,326
10	\$41,276	\$43,076	\$44,001	\$44,726	\$45,526	\$46,326
11	\$43,576	\$45,276	\$46,201	\$46,926	\$47,626	\$48,426
12	\$44,826	\$46,526	\$47,451	\$48,176	\$48,876	\$49,676
13	\$47,026	\$48,726	\$49,651	\$50,376	\$51,076	\$51,876
14	\$47,556	\$49,556	\$50,581	\$51,306	\$52,076	\$52,876
15	\$47,876	\$50,376	\$51,401	\$52,226	\$53,076	\$53,876
16	\$50,296	\$51,996	\$52,921	\$53,646	\$54,346	\$56,646
17	\$58,156	\$59,856	\$60,781	\$61,506	\$62,206	\$63,006
18	\$61,911	\$64,061	\$65,686	\$67,111	\$68,511	\$69,911

Masters Progression Chart

	2005-06	2006-07	2007-08	2008-09	2009-10	2010-11
1	\$31,100	\$32,925	\$33,975	\$34,850	\$35,725	\$36,725
2	\$32,100	\$33,800	\$34,875	\$35,750	\$36,625	\$37,625
3	\$33,025	\$34,800	\$35,775	\$36,600	\$37,475	\$38,525
4	\$34,100	\$35,800	\$36,725	\$37,500	\$38,350	\$39,450
5	\$35,521	\$37,221	\$38,146	\$38,871	\$39,571	\$40,375
6	\$35,992	\$38,192	\$39,117	\$39,842	\$40,592	\$41,392
7	\$37,263	\$39,163	\$40,088	\$40,813	\$41,613	\$42,413
8	\$38,584	\$40,284	\$41,209	\$41,934	\$42,634	\$43,434
9	\$40,776	\$42,476	\$43,401	\$44,126	\$44,826	\$45,626
10	\$41,576	\$43,376	\$44,301	\$45,026	\$45,826	\$46,826
11	\$43,876	\$45,576	\$46,501	\$47,226	\$47,926	\$48,926
12	\$45,126	\$46,826	\$47,751	\$48,476	\$49,176	\$50,176
13	\$47,326	\$49,026	\$49,951	\$50,676	\$51,376	\$52,376
14	\$47,856	\$49,856	\$50,881	\$51,606	\$52,376	\$53,376
15	\$48,176	\$50,676	\$51,701	\$52,526	\$53,376	\$54,376
16	\$50,596	\$52,296	\$53,221	\$53,946	\$54,646	\$57,146
17	\$58,656	\$60,356	\$61,281	\$62,006	\$62,706	\$63,506
18	\$62,511	\$64,661	\$66,286	\$67,711	\$69,111	\$70,511