

## **ARTICLE I**

### **RECOGNITION**

The Board of School Directors of the Canon-McMillan School District, herein referred to as the District, recognizes the Canon-McMillan Education Association, herein referred to as the Association, as the exclusive representative for collective bargaining for all employees included in the bargaining unit as certified by the Pennsylvania Labor Relations Board (Certificate PERA - R - 742W).

## **ARTICLE II**

### **RESPONSIBILITIES OF THE PARTIES**

- A. Each of the parties hereto acknowledge the rights and responsibilities under this Agreement.
- B. The Association (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.
- C. The District (its officers and representatives, at all levels) is bound to observe the provisions of this Agreement.
- D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:
  - 1. There shall be no intimidation or coercion of employees into joining the Association or continuing their membership therein.
  - 2. There shall be no Association activity on District's time.
  - 3. There shall be no strikes, work stoppages, or interruption or impeding of work. No officer or representative of the Association shall authorize, instigate, aid or condone any such activities. No employee shall participate in any such activities.
  - 4. The applicable procedures of the Agreement will be followed for settlement of all grievances.
  - 5. There shall be no interference with the right of employees to become or continue membership in the Association.
  - 6. There shall be no reprisals, discrimination, or coercion against any employee because of his membership in the Association or in the exercise of any rights under this Agreement, including use of and participation in the grievance procedure.

7. There shall be no lockouts.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

Except and subject to the Constitution of the Commonwealth and the Pennsylvania School Code, the District retains the exclusive rights to manage and operate the School District to provide for the maintenance of a thorough and efficient system of public education. The rights to manage and operate the School District and direct the work forces include the rights to hire, suspend or discharge for just cause, to transfer, and the right to relieve an employee from duty.

The District retains its inherent managerial powers and rights which shall include, but not be limited to, such areas of discretion or policy as the functions and programs, standards of services, its overall budget, utilization of technology, the organization structure, selection and direction of personnel, and the ability to reduce or increase the work force in general or in specific areas.

### **ARTICLE IV**

#### **ASSOCIATION AND PROFESSIONAL EMPLOYEES RIGHTS**

- A. Association Rights
  1. Information
    - a. Upon reasonable request, the District will furnish the Association available information; (i) concerning the District's educational system and financial resources for the purpose of assisting the Association in developing educational programs and (ii) to process grievances and complaints.
    - b. The Association shall furnish the District information pertaining to its organizational structure.
  2. Use of Buildings
    - a. The Association and its representatives may continue to use school buildings for its subgroup meetings. It is understood that these meetings will be held during reasonable hours and that mutually

satisfactory arrangements shall be made with the building principal.

3. Bulletin Boards

- a. The Association may use the bulletin board in each faculty lounge. The Association may post notices on the bulletin board in the central office of each school building. The Association agrees that it will not post any defamatory materials and any such notice or material must bear the stamp of the Association. The Association shall remove all materials within ten (10) days from the day they were posted.

4. Mail Facilities and Mail Boxes

- a. The Association may use the inter-school mail facilities as it deems necessary, as long as the Association exercises discretion, as in 3 above.

5. Orientation Day for New Teachers

- a. The Association shall be advised of the time at which the School District activities for new teachers will close.

6. Time Allotted for Association Regular Faculty Meetings

- a. The Association representatives may use the same room and/or building to meet with the teachers of said building upon adjournment of the regular faculty meeting, providing that the time used is not "school time."

7. Meetings with Building Representatives

- a. The Association representative(s) in each school building may meet with the building principal once each month to review and discuss individual building problems and practices.

8. Association Days

- a. The Association will be granted eight (8) man days leave per school year for Association business without loss of pay. The President of the Association shall notify the Superintendent ten (10) days prior to the date of leave. The teacher who will be absent shall make proper arrangements with the building principal.

B. Individual Rights

1. Personnel File

- a. An employee shall have the right, upon request, to review the contents of his personnel file, in the presence of the Administrator designated as custodian of such files.
- b. No derogatory material or statement shall be placed in the employee's file without the employee being afforded the opportunity to review the material.
- c. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature on the copy to be filed with the understanding that his signature in no way indicates agreement with the contents thereof.
- d. The employee may submit a written answer to such material and his answer shall be attached to the file copy.
- e. Nothing contained herein shall deny the employer's right in accordance with Act 286 of 1978. Upon completion of the investigation and case involving the employee, all materials shall become a part of the employee's personnel file.

## 2. Teacher Expression of Personal Opinion

- a. Outside the classroom, the teacher shall be guaranteed full freedom in expressing his personal opinion; provided, however, that when he does so, he shall make every effort to indicate that he speaks for himself and not on behalf of the School District, School Administration, or Board of School Directors, or the Association. Moreover, criticism of School Administrators or members of the Board of School Directors or Association shall at all times reflect professional stature and objectivity, and falsehoods and derogatory statements cannot be condoned.
- b. Inside the classroom, the teacher shall be guaranteed full freedom in expressing his personal opinion so long as said opinion is relative to the course content and in accordance with contemporary community standards.

## 3. Complaint Procedure

- a. No written complaints may be placed in an employee's file without prior notification of the same. An employee must be notified within ten (10) school days of any written complaint which may lead to an entry into his/her personnel file.
- b. The employee shall have the right to be represented by the Association

and his counsel at any conference where disciplinary action may result.

4. Notification of Teaching Assignment and Schedule

- a. Teachers shall be notified no later than July 31 of their grade assignment and daily class schedule for the next school term; however, in case of emergency, the Superintendent may notify a teacher after that date.

5. Posting of Vacancies

- a. All vacancies and newly created positions within the unit shall be posted on a bulletin board in each building at least seven (7) calendar days before the application deadline.
- b. If a vacancy or a newly created position occurs during the summer months, the notice of vacancy or newly created position shall be posted in the administration building and also included in the employees' next pay check. Employees shall have seven (7) calendar days after the mailing of that notice to apply for said position.
- c. In all cases a deadline for receiving applications shall be specified.
- d. Notice of new position shall be posted with job title, qualifications necessary, and minimum salary offered.
- e. A copy of each posting shall be given to the Association president.

6. Professional Assignments

- a. Teachers may inform the administration of preferences in courses or teaching assignments on credential survey. In preparing assignments for the next school year, teacher requests, as expressed on the survey, shall be considered.
- b. A teacher who has questions about or needs clarification of his teaching assignment may meet with the building principal to discuss the assignment.

7. Promotional Opportunities

- a. The District has and does recognize the desirability of promoting unit employees to positions outside of the bargaining unit, such as assistant principal, principal, and other administrative positions. The District reserves to itself the final decision whether to promote a unit employee

or employ a person not employed by the District to fill non-unit positions. The District will, when there are non-unit vacancies, advise the unit employees of said vacancies by posting notice where notices are normally posted and will give consideration to unit employees for such positions. Unit employees shall be given a reasonable length of time to apply for such position before the said position is filled.

8. Summer School Teaching and Adult Education

- a. In selecting persons for summer school and adult teaching positions, consideration will be given to the unit employees.

9. Visitation Day

- a. A teacher may be permitted to visit another school system of his choice for one day without loss of pay when proper arrangements have been made through the Office of the Superintendent of Schools with the school to be visited.

10. Teacher Workrooms and Faculty Rooms

- a. Each school shall have at least an adequate teacher workroom and/or faculty room.
- b. The District shall make accessible to teachers in each building one (1) copying machine and one (1) computer with a printer.
- c. The teachers in each building shall have separate and adequate restroom facilities.
- d. The Association will furnish the Superintendent, with a copy to the building principal, any requests for corrections and/or improvements in such facilities.

11. Teacher Mail Boxes

- a. Each regular teacher, counselor, nurse or other professional staff member shall be provided with a single, individual mail box or slot, clearly marked with the individual's name at his assigned school.

12. Telephones

- a. Teachers shall have access to a telephone in each building for making and receiving calls during their preparation period, lunch period or any other unassigned time. Each individual shall be responsible for reimbursing the District for any and all personal toll calls that they

make.

## **ARTICLE V**

### **JUST CAUSE PROVISION**

The parties agree that where the tenure provision of the Public School Code governs teacher's rights and obligations including discharge, suspension and demotion of said professionals, it shall be mandatory that the parties and teachers follow procedures of the said code.

However, as to other situations not covered by said sections of the Public School Code, no professional employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage or suspended for disciplinary reasons, without just cause. Professional advantage shall be limited to the rights granted either by statute, school board policy, or this collective bargaining agreement. Information forming the basis for disciplinary action will be made available upon request to the affected professional employee and the Association.

## **ARTICLE VI**

### **MAINTENANCE OF MEMBERSHIP**

The Board agrees that all employees who are presently members of the Association who become members during the life of this Agreement shall be subject to the "Maintenance of Membership" provisions of the Agreement as well as Article III, Subsection 18 of the P.E.R.A., Act 195.

#### **A. Provisions**

1. Said employees must remain as members of the Association for the life of the Collective Bargaining Agreement with the proviso that upon written notice to the Association and the School District, fifteen (15) days prior to the end of this Agreement they may withdraw their membership.
2. Failure to comply shall not be grounds for dismissal. The School District shall, however, enforce this provision by withholding dues from salary.

#### **B. Dues Payment**

1. The Board shall deduct dues from the salaries of members for the Local Association, State Association, and National Association, as said members authorize. The Board shall transmit the monies promptly to the Canon-McMillan Education Association.

2. Upon proper authorization from the employees, the School District agrees to deduct from the Association Members' pay sixteen (16) equal payments beginning in October and ending in May of each school year.
3. Any employee covered by the bargaining unit agreement who elects not to be a member of the Association shall pay a fair share as provided for by Act 84 of 1988. The fair share payment shall be made to the district's scholarship fund.

C. Indemnification

The Association shall indemnify, defend, and save harmless the District, its agents and employees from any and all claims, demands, suits and/or causes of action in law or otherwise, arising out of the District's performance of its obligations to honor Association authorization cards and to deduct dues as above set forth.

## **ARTICLE VII**

### **GRIEVANCE PROCEDURE**

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

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure set forth below.

A. Definition of Terms

1. A grievance is hereby defined as a complaint by a professional employee regarding the meaning, interpretation or application of any provision in this Agreement.
2. The term "aggrieved" as used herein shall mean a professional employee or group of professional employees or the Association having a grievance.
3. The term "local Association representative" as used herein refers to an individual whom the Association designates as its local representative.
4. A group grievance deals with a violation involving more than one

aggrieved in the same building.

5. An Association grievance is a violation involving more than one aggrieved, but in different buildings.
6. The terms “immediate superior” refers to the principal in an individual or group grievance or the appropriate assistant in an Association grievance.
7. The appropriate assistant is the immediate superior for the purpose of solving a grievance for all members of the bargaining unit assigned to the Administration Office.
8. The term “professional employee” for the purpose of the article, as well as the entire Agreement, shall include all those as defined in Article I of this Agreement.
9. The “P. R. & R. Committee” shall mean the Professional Rights and Responsibilities Committee of the Association.
10. The term “days” when used for the grievance procedure shall mean days when schools are in session. During the summer vacation, days shall be weekdays, and not include Saturdays, Sundays, or any holidays.

**B. Basic Rules Related to this Grievance Procedure**

1. If the aggrieved fails to comply with the limits so specified, and no written extension of time has been granted, he shall forfeit his right to appeal to the next higher step, and the grievance shall be considered null and void.
2. Grievances shall be processed on other than contracted time (school time).
3. The District agrees to make available to any aggrieved all data not deemed confidential by law which bears on the established facts in a grievance.
4. No coercion, discrimination, or pressure of any kind shall be taken by any member of the administration against any party in interest.
5. Decisions rendered to a written complaint shall be documented in writing.
6. The aggrieved may have a local Association representative of his choice accompany him in the processing of a grievance at any level.

**C. Steps Established to Resolve a Grievance**

1. Step A
  - a. If an individual or individuals in the same building consider themselves to be aggrieved as defined in Paragraph A 1, they shall submit the grievance in writing to the principal or the appropriate assistant (in the event of an Association grievance) and arrange for a conference to solve the grievance as expeditiously as possible. The written grievance shall be filed on a form approved by the Association and the District within thirty (30) days of the date of the incident.
  - b. The aggrieved may have an Association representative accompany and assist him at this conference. This conference must be held within ten (10) days from the date of the filing of the grievance.
  - c. The principal or the appropriate assistant in the event of an Association grievance shall render his decision within five (5) days after the conference.
2. Step B
  - a. If the issue is not resolved by Step A, the issue may be advanced to the Superintendent. The aggrieved shall have ten (10) days in which to file such an appeal.
  - b. Within five (5) days after receipt of the grievance, the Superintendent shall meet with the aggrieved and with the representative of the Association for the purpose of resolving the grievance.
  - c. All persons involved in the grievance must be identified in the formal written complaint. Any aggrieved individual shall be present at the hearing unless other arrangements have been made between the Association and the District.
  - d. The Superintendent will, within five (5) days of the hearing, render his decision and the reasons therefore in writing to the aggrieved and the Association representative.
3. Step C
  - a. If the issue is not resolved to the employee's satisfaction as a result of the hearing in Step B, the complaint may be presented at the next regularly scheduled School Board meeting. School

Board policy relative to request for placement on the agenda notwithstanding.

- b. All grievances will be heard in executive session unless the aggrieved requests a public hearing in writing at least three (3) days prior to the hearing.
- c. The aggrieved has the right to present his grievance personally or by a duly authorized representative.
- d. The Board of School Directors will render its decision by public vote, either following the executive session, or no later than the next regularly scheduled meeting.

4. Step D

- a. If Step C fails to satisfactorily resolve the grievance, or if no decision has been rendered by the Board of School Directors, the aggrieved, through the Association, may file within five (5) days of the decision or the absence thereof, a written notice to the Directors requesting arbitration.

5. Step E

- a. If the District's Board and Association fail to agree upon an arbitrator, then the parties hereto shall select an arbitrator, in accordance with Section 903 of Act 195.
- 6. The arbitrator shall have jurisdiction and authority only to interpret, apply or determine compliance with the provisions of the Agreement. The arbitrator shall not have jurisdiction or authority to add to, detract from, or alter in any way the provisions of the contract.
- 7. The decision of the arbitrator shall be final and binding. The District and the Association shall both have the right to appeal to the Court of Common Pleas. The expenses of the arbitrator shall be borne equally by the District and the Association, each of whom shall bear its own expenses.

## **ARTICLE VIII**

### **HOURS OF WORK**

- A. An employee may report to work at any time, but not later than ten (10) minutes prior

to the time set as student admittance to the particular school building.

- B. An employee may leave the building at any time after the close of his teaching day, but not earlier than ten (10) minutes after student dismissal.
- C. Except as modified by Section “G” below, a professional employee’s responsibility to the District shall not exceed seven and one-half (7 1/2) hours.
- D. All professional employees shall have a lunch period free of supervisory or other duties of at least thirty (30) minutes.
- E. In the event that the School District found it imperative to organize any of its buildings on a split or double session, the professional employee would be assigned to teach in one session only. The professional employee will have fulfilled his obligation at the close of the session.
- F. All professional employees shall be expected to attend Open House unless excused for emergency reasons by the building principal. Professional employees shall be compensated three (3) hours time for a two (2) hour planned program on a day other than a clerical day, as approved by the Superintendent.
- G. Beginning in the 1999-2000 school year, all professional employees will be scheduled for three (3) two-and-one-half hour parent-conference sessions. Said sessions will begin immediately after the employee’s normal 7 ½ hour work day.

<b>Elementary Schools</b>	<b>Secondary Schools</b>
for parent-teacher conferences	for parent-teacher conferences and/or building meetings, or curriculum meetings

## **ARTICLE IX**

### **COMPENSATION FOR CREDITS**

- A. Credits earned after August 15, 2004, shall be reimbursed at the actual credit cost if the credit cost is less than those listed below. If the credit cost is equal or greater than those listed, then the reimbursement shall be made according to the following schedule:

<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
\$250.00	\$270.00	\$290.00	\$310.00	\$330.00

A grade of “B” or better or “P”, if the grading system is a pass/fail must be earned to secure the aforesaid reimbursement.

- B. The grant is payable for prior-approved credits pursued at any accredited college, university or branch campus, extension or Department of Education approved in-service course where the District does not assume costs for such in-service course.
- C. The grant for each credit earned is payable in October, February or June.
- D. Teachers holding and teaching on interim or emergency certificates shall not be entitled to "Compensation for Credits."
- E. The grant or compensation for credits is applicable when credits are earned while the teacher is on sabbatical leave granted for study.

**ARTICLE X**

**CONDITIONS OF EMPLOYMENT**

A. Secondary Teachers

- 1. The standard teaching load for teachers shall be five (5) regular classes, one (1) unassigned period and two (2) periods of student supervision, when the school is operated on a seven (7) period day or eight (8) period day, exclusive of Activity period.

Teachers may volunteer to teach a seventh period of instruction during the student day. The pay for teaching a seventh period shall be as follows:

2003-04	\$1,612 per semester
2004-05	\$1,650 per semester
2005-06	\$1,700 per semester
2006-07	\$1,750 per semester
2007-08	\$1,800 per semester
2008-09	\$1,850 per semester

Teachers selected will be only those who volunteer. When more than one teacher volunteers, seniority by certification during the identified period will be used to determine the teacher.

- 2. Teachers mentioned above, assigned to six (6) regular classes, are not to be assigned student supervision.
- 3. The District will recognize the preference of senior teachers for tasks of student supervision. When possible, student supervision will be assigned on the basis of seniority. Teachers may indicate their preferences during the month of May. The principal has the prerogative to assign teachers when areas of student supervision cannot be covered by the seniority process.

4. In the event that the District should move to a different program, the teaching load, the preparation time and the unassigned time would remain at approximately the same ratio.
5. The minimum assignment for the teachers in the secondary schools shall be four (4) regular classes per day.
6. No teacher shall be required to teach courses of completely different nature which require more than two (2) preparations per day. However, if a teacher desires, he/she may accept additional preparations.
7. Student Supervision shall be defined as maintaining discipline and order during study hall, in-school detention, cafeteria, hall duty, bus duty, and gifted and talented students. Assignments to the above shall not require any instructional preparation.

Homeroom shall be considered a paid duty at the following rates:

2002-03	\$400 per year
2003-04	\$400 per year
2004-05	\$418 per year
2005-06	\$436 per year
2006-07	\$454 per year
2007-08	\$472 per year
2008-09	\$490 per year

Note: Homeroom shall be assigned in the same manner as Article X, A, 4.

8. Secondary Itinerants
  - a. Secondary/Secondary
    - (1) Secondary/Secondary itinerants refer to those who teach in more than one (1) secondary school building.
    - (2) The standard teaching load for those itinerant teachers traveling between secondary schools shall be five (5) regular classes, one (1) unassigned period and no period of student supervision.
    - (3) Each teacher shall also have a minimum travel time of twenty (20) minutes between buildings (exclusive of the thirty-minute lunch) and a thirty (30) minute consecutive duty-free lunch period during normal lunch hours.

b. Secondary/Elementary

- (1) Secondary/Elementary itinerants refer to those who teach in both a secondary building as well as an elementary building.
- (2) Itinerant teachers traveling between secondary and elementary schools shall be provided one (1) daily consecutive forty-five (45) minute unassigned period.
- (3) Each teacher shall also have a minimum travel time of twenty (20) minutes between buildings (exclusive of the thirty minute lunch) and a thirty (30) minute scheduled lunch period.

10. Deans

Deans shall teach four (4) periods out of a seven (7) period day or five (5) periods out of an eight (8) period day. A dean may be full time at the discretion of the Canon-McMillan School District.

When an existing dean leaves his/her position, the Canon-McMillan School District has the sole discretion to abolish that position and reassign those responsibilities to administration. The CMEA and the Canon-McMillan School District agree to delete all language relating to the dean position while grandfathering all persons currently working in that role. The parties further agree to file a joint petition for unit clarification with the Pennsylvania Labor Relations Board (PLRB) to remove the deans from the certified unit, while grandfathering the current deans.

B. Elementary Teachers

1. The standard daily pupil contact time shall be a maximum of three hundred seventy-five (375) minutes. Each elementary teacher shall have at least three hundred and thirty (330) minutes of unassigned time each week. All classroom teachers in a building will share a common unassigned period of at least thirty (30) consecutive minutes duration prior to student admission or after student dismissal. There shall be six (6) additional unassigned periods of at least thirty (30) consecutive minutes each.
2. Classes shall not be combined in order to provide teachers with unassigned time.
3. Classroom teachers shall not be required to attend art, music, library or physical education classes.
4. No teacher shall be required to have student contact during unassigned time.

5. Elementary teachers (K-6) are encouraged to begin classroom preparation prior to the start of the teacher work year. The Canon-McMillan School District will pay as listed below up to a maximum of two (2) days of NCLB (No Child Left Behind) student remediation preparation, student activity center preparation, and/or pre-service classroom preparation as approved by the building principal. All work must be done at the school and with the principal onsite.

2003-04	\$200 per day
2004-05	\$209 per day
2005-06	\$218 per day
2006-07	\$227 per day
2007-08	\$236 per day
2008-09	\$245 per day

C. Elementary Special Subject Teachers

1. Each teacher shall have one (1) daily consecutive forty-five (45) minute unassigned period at a time provided by the building principal.
2. Each teacher shall have a minimum travel time of twenty (20) minutes when it is necessary to be scheduled at more than one (1) building during the same day (Exclusive of the thirty (30) minute lunch).
3. All special teachers shall be responsible to the building principal to whom they are assigned.
4. In the event that a special program is scheduled (Spring Concert, Special Art Show) approved by the building principal, the special teacher will be excused from teaching on the day of the program. The special teacher will report and leave at the regular time and a substitute will be hired to perform his/her duties.
5. Special subject teachers will not be required to teach double classes.

D. Reductions in Staff

All suspensions shall be governed by the School Code of 1949, as amended.

E. Requests for Transfers

1. Request by a professional employee for a transfer to a different class or building, or for consideration for a position, shall be made in writing to the Office of the Superintendent. The request shall set forth the reasons for desiring the transfer, the school, grade or position sought, and the applicant's academic qualifications.

2. Employees who have requested a transfer shall be notified of the action taken by the Administration and the reply shall be in writing.

F. Administrative Transfers

1. An administrative transfer shall mean any change involving grade or school building without the change being requested by the teacher. The District has the right to execute the administrative transfer of employees; providing, however, that the procedure set forth below is followed:
  - a. Written notice of administrative transfer shall be given to the employee affected by July 30 and/or thirty (30) days prior to said transfer. If any emergency arises due to resignation or retirement after July 30, the District in this case would have the right to transfer. The District further agrees that when a transfer takes place as a result of such an emergency, the employee may not be evaluated during the first thirty (30) days.
  - b. An administrative transfer or reassignment shall be made only after a meeting between the employee involved and the principal, at which time the employee shall be notified of the reason. In the event that an employee objects to the transfer or reassignment at this meeting, upon request of the employee, the Superintendent or his agent shall meet with the employee within five (5) calendar days after written request for such meeting has been forwarded to the Superintendent or his agent. The employee may, at his option, have an Association representative present at such meeting. If the employee is dissatisfied with the Superintendent's decision, he/she shall have the right to a hearing before the Board in executive session within thirty (30) calendar days after the date of such written request. The employee may have an Association representative present.
  - c. The Board's decision is final and not subject to the grievance procedure, provided that the provisions herein are followed.

G. Faculty Meetings

Faculty meetings shall be announced at least two (2) days in advance of the actual date of the meeting, excepting in cases of emergency.

H. Seniority

1. Seniority is defined as the length of continuous service within the Canon-McMillan School District. Seniority shall begin to accrue on the date of initial employment as indicated in the official minutes of the Board of School Directors. Where two or more employees are employed on the same

date, seniority shall be determined by the drawing of lots, with the first name drawn having superior seniority to the second name, and so forth in the order drawn.

Professional Employees shall have seniority from the date of initial employment as temporary professional employees or as professional employees, as the case may be. No consideration shall be given to service in any other employment status.

Substitute employees shall have no seniority.

Continuity of service (seniority) shall be broken by the following:

- a. Resignation or retirement
  - b. Discharge
  - c. Absence exceeding the period for which leave of absence has been granted in accordance with law, the negotiated agreement, or appropriate school board policy unless prior to the expiration of such leave the employee requests and obtains an extension which is confirmed in writing.
2. Within ninety (90) days following the signing of this Agreement, the Canon-McMillan Board of School Directors will prepare and post a schedule indicating the seniority for each employee as of the date of signing of this Agreement. Such list shall be revised by the Board each year to keep it reasonably up-dated.
  3. 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 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.

## **ARTICLE XI**

### **EVALUATION OF PERSONNEL**

- A. The primary purpose of any evaluation of employees is to improve the educational process of the employer and to insure growth for the highest professional competence on the part of each employee.
- B. Definitions

1. An “evaluation” constitutes an observation by a supervisor of the performance of a professional employee.
2. A “rating” constitutes the preparation of a state approved form setting forth a rating of the professional employee’s total job performance in accordance with Paragraph 1123 of the School Code.
- C. All evaluations shall be performed during normal classroom instructional periods, openly and with full knowledge of the employee. The employee shall be informed prior to any evaluation. All rating items which require observation shall be observed during the evaluation period.
- D. Upon completion of classroom observation, the employee will receive at a conference a copy of the evaluation form within five (5) school days after the observation. The employee may have an Association representative present at this conference.

In the case of an “overall unsatisfactory rating” or a “categorical unsatisfactory rating,” the administrator shall set forth in writing recommendations for improvement and furnish employee with copy of the same.

In the case of a “satisfactory rating,” the administration, upon request, shall set forth in writing recommendations for improvement and furnish employee with copy of the same.

The employee may respond to the recommendations in writing within five (5) school days.

All recommendations and responses shall be attached to the evaluation report.

- E. A second evaluation may be requested by the employee and shall take place no later than twenty (20) days after the request.
- F. No evaluation shall be performed during the first or thirty-sixth (36) week of the school year, or the day immediately prior to or after a scheduled vacation or holiday, except as to matters relating to student order and discipline.
- G. The District, in conjunction with the CMEA, may develop and implement an adjusted instructional evaluation process for teachers who have demonstrated exemplary work for a period of ten (10) years or more. Any adjusted instructional evaluation process must be approved by the District and the CMEA.
- H. Any professional employee who receives two successive “U’s” in the same category will forfeit 25% of his/her salary increase in the following year. If that professional employee then receives a satisfactory in the same category, he/she will be restored to the proper salary and step.

- I. Any professional employee who receives an overall unsatisfactory evaluation will forfeit 50% of his/her salary increase in the following year. If that professional employee receives a satisfactory evaluation in the next year, he/she shall be restored to the proper salary and step.

## **ARTICLE XII**

### **CERTIFICATION AND SUBSTITUTES**

#### A. Certification

1. The minimum credentials for teachers to be considered for employment by the School District are a Bachelor's Degree from an accredited college or university, and an Instructional I or Provisional Certificate in the subject areas or grade assignment. In cases of emergency, teachers may be employed who have been granted special certificates and the Association shall be notified.

#### B. Substitute Teachers

1. Positions vacant because teachers are absent or on leave shall be filled by personnel who have fully met appropriate certification requirements.
2. In cases where substitute teachers or regular teachers have not arrived at any session or where coaches or others must leave their assignments during or near the end of the day, regular teachers may act as substitutes during their non-teaching time.
3. No teacher shall substitute more than two classes per month. The selection of teachers for this duty shall be on a rotating basis. Administrators shall be responsible for selecting a substitute.
4. Whenever a subject area supervisor or special teacher is absent, a substitute teacher certified in elementary education or the particular subject area shall be employed to perform the duties of the supervisor or special teacher.
5. When field trips are scheduled, the substitute teachers shall be drawn from the class sections which participate in the field trip.

## **ARTICLE XIII**

### **SALARY**

#### A. Pay Days and Methods of Payment

1. Each employee covered by the provisions of this Agreement shall receive his annual salary in 24 equal payments, one to be received on the 15<sup>th</sup> day of each month and one to be received on the 30<sup>th</sup> day of each month. The 15<sup>th</sup> day check shall be an advancement equal to approximately 50% of 1/12 of the base salary, less all proper and necessary deductions, and the check on the 30<sup>th</sup> day shall include the remainder, less all proper and necessary deductions. If the 15<sup>th</sup> or 30<sup>th</sup> days fall on Saturday, Sunday, or a legal holiday, payment shall be made on the day immediately preceding, except on Saturday, Sunday, or legal holiday. Upon request based on cogent reasons received on or before June 10, the employee shall receive his salary for June, July and August on the last pay of June.
2. Except for those participating in the direct deposit program, all salary checks to teachers shall be mailed, hand-delivered or presented in sealed individual envelopes.
3. If the School District offers direct deposit to the employees, an employee may sign up for it by filling out the appropriate forms at times established by the District. Direct deposit shall be mandatory for all employees hired after July 1, 1988.
4. The Canon-McMillan Education Association and the Canon-McMillan School District agree that the checks for the tax sheltered annuities will be mailed within three (3) working days after the pay at the end of the month.

B. Annual Summary Statement

1. Teachers shall receive annual summary statements no later than the first pay in September. These statements shall reflect the teacher's status as of the first day of the new school year. These statements shall include:
  - a. Sick leave and personal days
  - b. Salary, step level

C. Savings Bonds Deductions

Payroll deductions for purpose of purchase of United States Savings Bonds shall be made for employees. The only order necessary is an authorization on the United States government form used for this purpose.

D. Tax Sheltered Annuities

Payroll deductions shall be made for teachers' purchase of Tax Sheltered Annuities. The only order necessary is an authorization presented by the insurance company

from which the purchase is made. Before any new insurance carriers are added, there must be a minimum of fifteen (15) employees applying for deductions to be paid to that company. The District shall provide a list of companies currently being used by the employees.

E. Explanation of Salaries and Schedule

1. The purpose of the salary schedule is to be a ready reference for each employee to determine his wage.

2. Teachers shall move laterally the semester after attaining the required credits or degree. Beginning with the 1999-2000 school year, the Master's Equivalency will no longer be recognized for lateral movement. However, all employees who have obtained a Master's Equivalency prior to the 1999-2000 school year will be grandfathered.

3. All teachers with a valid teaching certificate will be included at the rate indicated on the Bachelor's Scale as a minimum.

4. Deans shall receive the following salary in addition to their teaching salaries:

2004-05	\$1,720 per year
2005-06	\$1,790 per year
2006-07	\$1,860 per year
2007-08	\$1,930 per year
2008-09	\$2,000 per year

5. Department Heads shall receive the following salary in addition to their teaching salaries:

2004-05	\$1,200 per year
2005-06	\$1,250 per year
2006-07	\$1,300 per year
2007-08	\$1,350 per year
2008-09	\$1,400 per year

A job description for Department Head shall be written prior to the start of the 2003-04 school year.

6. Placement on the salary schedule of new teachers to the District is determined solely by the new teacher and the Board of School Directors.

7. Each teacher will receive an additional one time payment of one thousand dollars (\$1,000.00) for a teacher area certification beyond the first area of certification. Areas of certification will be limited to those necessary for classroom instruction, which does not include guidance, nurse, librarian,

administration/supervision, etc. This is applicable for new certifications earned after employment and after July 1, 1998.

8. Any teacher who uses three (3) or less total sick and personal days per year, excluding donations to the sick bank, shall be paid a bonus of \$225.00 at the end of the school year. Bereavement days do not count toward the total of three (3). This bonus will be applicable starting in the 2000-2001 school year.
9. Each teacher shall be eligible for a technology stipend of \$1,000.00 per year for the life of the Canon-McMillan School District Technology I Certificate (3 years) beginning with the 2003-04 school year. This Canon-McMillan School District Technology I Certificate shall be the result of successfully completing a technology certification test that is based on national and state technology standards. This test will be developed during the 2002-03 school year by a committee of six persons of which three shall be selected by the CMEA. A teacher completing the Canon-McMillan School District Technology I Certificate will be eligible for recertification for a successor/higher level Canon-McMillan Technology II Certificate that will be developed in the same manner as the initial certificate. The stipend for the Canon-McMillan School District Technology II Certificate will be \$1,250.00 per year for the life of the certificate (also 3 years).

10. Mentors shall receive the following salary in addition to their teaching salaries:

2004-05	\$500 per year
2005-06	\$520 per year
2006-07	\$540 per year
2007-08	\$560 per year
2008-09	\$580 per year

F. Payroll deductions will be made for the purpose of allowing employees to make deposits in the Washington Area Teacher's Federal Credit Union.

G. Part-Time Professional Employees - Temporary Professional Employees

1. These provisions apply only to those employees who occupy the position of professional employee or temporary professional employee.
2. Current employees filling a position as a professional employee for 2.5 days but less than five days shall receive the benefits specified in paragraphs 3 and 4. If such an employee refuses full-time work, said employee will receive no benefits. If an employee is reduced from full time to part-time status involuntarily, the employee will receive full-time benefits. Employees who are hired after this agreement is ratified and work 2.5 days but less than five days per week will receive only individual health care coverage.

3. Part-time employees shall be entitled to the following fringe benefits:
  - a. Five sick days, accumulative
  - b. One personal day, accumulative
  - c. Blue Cross/Blue Shield/Major Medical Coverage
4. Part-time employees may obtain the following fringe benefits if the employee pays the entire premium:
  - a. Health and Accident
  - b. Dental Insurance
  - c. Life Insurance
5. Seniority shall accrue for part-time employees from the date of hire as a professional or temporary professional employee.
6. If a full-time vacancy occurs in the subject area in which the part-time employee is employed, the position will be posted. The part-time employee will be notified of the vacancy. The part-time employee has seven (7) calendar days to notify the Superintendent, in writing, of their desire to accept full-time employment. If the part-time employee fails to notify the Superintendent, in writing within seven (7) calendar days, the part-time employee forfeits their right to that position.

No staff realignment shall be done during the school term to accommodate a part-time employee, if a vacancy should occur.

**2004-2005 SALARY SCHEDULE**

<b>LEVEL</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS +15</b>	<b>MASTERS +30</b>
1	35,000	35,300	35,600	35,900
2	35,000	35,300	35,600	35,900
3	35,500	35,800	36,100	36,400
4	36,000	36,300	36,600	36,900
5	38,200	38,500	38,800	39,100
6	41,000	41,300	41,600	41,900
7	42,645	42,945	43,245	43,545
8	44,010	44,310	44,610	44,910
9	45,174	45,474	45,774	46,074
10	46,514	46,814	47,114	47,414
11	47,882	48,182	48,482	48,782
12	50,582	50,882	51,182	51,482
13	51,082	51,382	51,682	51,982
14	51,582	51,882	52,182	52,482
15	52,082	52,382	52,682	52,982
16	52,582	52,882	53,182	53,482
17	52,882	53,182	53,482	53,782
18	65,782	66,382	66,682	66,982

TEACHERS OF HANDICAPPED CHILDREN IN SPECIAL EDUCATION CLASSES SHALL RECEIVE \$200.00 ABOVE APPROPRIATE SCALE STEP.

**2005-2006 SALARY SCHEDULE**

<b>LEVEL</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS +15</b>	<b>MASTERS +30</b>
1	35,200	35,500	35,800	36,100
2	36,200	36,500	36,800	37,100
3	36,400	36,700	37,000	37,300
4	37,800	38,100	38,400	38,700
5	38,300	38,600	38,900	39,200
6	40,500	40,800	41,100	41,400
7	43,300	43,600	43,900	44,200
8	44,945	45,245	45,545	45,845
9	46,310	46,610	46,910	47,210
10	47,474	47,774	48,074	48,374
11	48,814	49,114	49,414	49,714
12	50,182	50,482	50,782	51,082
13	52,882	53,182	53,482	53,782
14	53,382	53,682	53,982	54,282
15	53,882	54,182	54,482	54,782
16	54,382	54,682	54,982	55,282
17	54,882	55,182	55,482	55,782
18	68,082	68,682	68,982	69,282

TEACHERS OF HANDICAPPED CHILDREN IN SPECIAL EDUCATION CLASSES SHALL RECEIVE \$200.00 ABOVE APPROPRIATE SCALE STEP.

**2006-2007 SALARY SCHEDULE**

<b>LEVEL</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS +15</b>	<b>MASTERS +30</b>
1	35,400	35,700	36,000	36,300
2	36,400	36,700	37,000	37,300
3	37,600	37,900	38,200	38,500
4	38,700	39,000	39,300	39,600
5	40,100	40,400	40,700	41,000
6	40,600	40,900	41,200	41,500
7	42,800	43,100	43,400	43,700
8	45,600	45,900	46,200	46,500
9	47,245	47,545	47,845	48,145
10	48,610	48,910	49,210	49,510
11	49,774	50,074	50,374	50,674
12	51,114	51,414	51,714	52,014
13	52,482	52,782	53,082	53,382
14	55,182	55,482	55,782	56,082
15	55,682	55,982	56,282	56,582
16	56,182	56,482	56,782	57,082
17	56,682	56,982	57,282	57,582
18	70,382	70,982	71,282	71,582

TEACHERS OF HANDICAPPED CHILDREN IN SPECIAL EDUCATION CLASSES SHALL RECEIVE \$200.00 ABOVE APPROPRIATE SCALE STEP.

**2007-2008 SALARY SCHEDULE**

<b>LEVEL</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS +15</b>	<b>MASTERS +30</b>
1	35,600	35,900	36,200	36,500
2	36,600	36,900	37,200	37,500
3	37,800	38,100	38,400	38,700
4	39,900	40,200	40,500	40,800
5	41,000	41,300	41,600	41,900
6	42,400	42,700	43,000	43,300
7	42,900	43,200	43,500	43,800
8	45,100	45,400	45,700	46,000
9	47,900	48,200	48,500	48,800
10	49,545	49,845	50,145	50,445
11	50,910	51,210	51,510	51,810
12	52,074	52,374	52,674	52,974
13	53,414	53,714	54,014	54,314
14	54,782	55,082	55,382	55,682
15	57,482	57,782	58,082	58,382
16	57,982	58,282	58,582	58,882
s17	58,482	58,782	59,082	59,382
18	72,682	73,282	73,582	73,882

TEACHERS OF HANDICAPPED CHILDREN IN SPECIAL EDUCATION CLASSES SHALL RECEIVE \$200.00 ABOVE APPROPRIATE SCALE STEP.

**2008-2009 SALARY SCHEDULE**

<b>LEVEL</b>	<b>BACHELORS</b>	<b>MASTERS</b>	<b>MASTERS +15</b>	<b>MASTERS +30</b>
1	35,800	36,100	36,400	36,700
2	36,800	37,100	37,400	37,700
3	38,000	38,300	38,600	38,900
4	40,100	40,400	40,700	41,000
5	42,200	42,500	42,800	43,100
6	43,300	43,600	43,900	44,200
7	44,700	45,000	45,300	45,600
8	45,200	45,500	45,800	46,100
9	47,400	47,700	48,000	48,300
10	50,200	50,500	50,800	51,100
11	51,845	52,145	52,445	52,745
12	53,210	53,510	53,810	54,110
13	54,374	54,674	54,974	55,274
14	55,714	56,014	56,314	56,614
15	57,082	57,382	57,682	57,982
16	59,782	60,082	60,382	60,682
17	60,282	60,582	60,882	61,182
18	74,982	75,582	75,882	76,182

TEACHERS OF HANDICAPPED CHILDREN IN SPECIAL EDUCATION CLASSES SHALL RECEIVE \$200.00 ABOVE APPROPRIATE SCALE STEP.

## EXTRA CURRICULAR ACTIVITIES

1. All wages and/or salaries negotiated shall cover wages and/or salaries earned for hours worked while teaching in, supervision of, or directing a program or activity scheduled prior to the beginning of the school day or after the close of the school day, and same hours shall be in excess of the seven and one-half (7 ½) hours mandated by the Agreement by and between the District and the Association.
2. For the purpose of the Agreement, it is understood that any and all appointments made by the Board of School Directors are made for one year on an annual basis. (Within ninety (90) calendar days following the end of the season for sports and of the year for activities, the coach or sponsor shall be notified as to whether that coach or sponsor has been rehired. In the event he/she is not notified, he/she is automatically rehired.)
3. Any member of the bargaining unit in this School District may refuse to accept any extra curricular assignment or activity where the employee must perform or give of his/her services above and beyond the normal seven and one-half (7 ½) hour school day.
4. When an extra curricular vacancy occurs, it shall be posted in accordance with this Agreement. Members of the bargaining unit shall be given first consideration for all extra curricular vacancies. First consideration shall be applied in two different ways:
  - a. First consideration for all “Clubs and Activities High School,” “Middle School Activities,” “Elementary Activities” and “Miscellaneous” shall mean that collective bargaining unit members will be given the first right of refusal.
  - b. First consideration for athletic positions (“Athletics High School,” “Athletics Middle School” and “9<sup>th</sup> Grade Athletics”) shall only mean that collective bargaining unit members will be given an interview for the position, but that the Canon-McMillan School District Board of Directors has the right to choose any applicant, regardless of whether or not they are in the bargaining unit, for the athletic position.
5. If and when any new activity is introduced by the School District authorities (School Board or Superintendent), the Superintendent or his designee and the President of the Association or his designee will negotiate the wage, and the same must be certified by the CMEA before being presented to the Board of School Directors for approval.
6. The District agrees that they shall indemnify and save harmless the Association from any legal action that might arise out of any charges of discrimination involved within this contract relating to said clubs and activities.
7. Homebound Instruction shall be posted for the members of the bargaining unit before being offered to others. The rate of compensation shall be as follows:

2004-05	\$24.00 per hour
2005-06	\$25.00 per hour
2006-07	\$26.00 per hour
2007-08	\$27.00 per hour
2008-09	\$28.00 per hour

8. The instructional rate will be paid for performance of the activities listed below as follows:

2004-05	\$21.00 per hour
2005-06	\$22.00 per hour
2006-07	\$23.00 per hour
2007-08	\$24.00 per hour
2008-09	\$25.00 per hour

- a. Driver Education
- b. Adult Evening Education
- c. Assigned Summer Music Instruction
- d. Summer School Teaching, Social Workers
- e. Curriculum Development and Writing
- f. Assigned Workshops
- g. Library Enrichment
- h. Certified Recreation Instruction
- i. Arts and Crafts Instruction (not to exceed Federal rate)
- j. ESEA Instruction (not to exceed Federal rate)
- k. Early and Late Bus Duty
- l. After-School Detention
- m. Recreation Coordinator
- n. Coordinators will be paid one dollar (\$1.00) per hour above the instruction rate in #8.
- o. Intra-murals

9. For the purpose of this Agreement, the following will be paid to a First Assistant or a Co-First Assistant to the Head Football Coach. Such First Assistant or Co-First Assistants must be recommended by the Head Coach to the Superintendent, and the Superintendent's appointment of such First Assistants must receive School Board confirmation.

	First Assistant	Co-First Assistant
2004-05	\$678.00	\$339.00
2005-06	\$706.00	\$353.00
2006-07	\$734.00	\$367.00
2007-08	\$762.00	\$381.00
2008-09	\$790.00	\$395.00

10. For the purpose of this Agreement, the amount designated as AMOUNT TO BE PAID shall mean the total amount for the activity, including extended season championship play-offs, etc.
11. The stipend listed is the minimum stipend for the position. The Board has the option to pay any coach and/or sponsor more than the minimum stipend listed.
12. Coaches and sponsors may elect to receive their extra curricular salaries either throughout the year or in one lump sum. Written notice must be submitted to the business office designating the method of payment.
13. Any secondary or elementary guidance counselor who provides student counseling services over the summer, at the request of the District, will be paid a pro-rated salary at the rate of pay for the school year which immediately preceded the summer counseling service. Summer work for guidance counselors shall take place only in the two weeks immediately following the close of a school term, or one week prior to the opening of a new school term. However, additional time may be mutually agreed to by the District and the counselor.

At the high school counselors will work a maximum combined total of 30 days over the summer vacation. The 30 work days may be worked by one counselor, or may be divided among the counseling staff. The administration will meet with the counselors to establish the work schedule. In the event a voluntary summer counseling program can not be mutually agreed upon by the parties concerned, the principal will establish the days the counselors are to work and assign the days equally among the counselors.

14. Extra Curricular Compensation Salary

Salaries less than four hundred dollars (\$400) shall be paid in full. Salaries in excess of that amount shall be paid in accordance with the present District policy.

15. Teachers willing to cover classes during their preparation period beyond two classroom coverages in any month shall be compensated for each preparation period used by the district beyond two per month. Teachers asked to double their class(es) to provide coverage shall be given credit the same as a classroom coverage during a preparation period. Compensation will be as follows:

2004-05	\$26.00
2005-06	\$27.00
2006-07	\$28.00
2007-08	\$29.00
2008-09	\$30.00

**ATHLETICS  
HIGH SCHOOL**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Football*					
Head Coach	6,602	6,866	7,141	7,426	7,723
Ass't. Coach	4,048	4,210	4,378	4,553	4,736
Wrestling					
Head Coach	6,367	6,622	6,887	7,162	7,448
Ass't. Coach	3,858	4,012	4,173	4,340	4,513
Boys' Basketball					
Head Coach	5,633	5,858	6,093	6,336	6,590
Ass't. Coach	3,548	3,690	3,838	3,991	4,151
Girls' Basketball					
Head Coach	5,633	5,858	6,093	6,336	6,590
Ass't. Coach	3,548	3,690	3,838	3,991	4,151
Boys' Soccer					
Head Coach	4,403	4,579	4,762	4,953	5,151
Ass't. Coach	3,232	3,361	3,496	3,636	3,781
Girls' Soccer					
Head Coach	4,403	4,579	4,762	4,953	5,151
Ass't. Coach	3,232	3,361	3,496	3,636	3,781
Track					
Track & Field Coordinator	4,674	4,861	5,055	5,258	5,468
First Ass't. - Boys	2,331	2,424	2,521	2,622	2,727
First Ass't. - Girls	2,331	2,424	2,521	2,622	2,727
Assistant Coach	2,210	2,298	2,390	2,486	2,585
Indoor Track	804	836	870	904	941
Baseball					
Head Coach	3,226	3,355	3,489	3,629	3,774
Ass't. Coach	2,239	2,329	2,422	2,519	2,619

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Softball					
Head Coach	3,226	3,355	3,489	3,629	3,774
Ass't. Coach	2,239	2,329	2,422	2,519	2,619
Swimming					
Head Coach	4,007	4,167	4,334	4,507	4,688
Ass't Coach - Boys	1,970	2,049	2,131	2,216	2,305
Ass't Coach - Girls	1,970	2,049	2,131	2,216	2,305
Assistant Coach	1,576	1,639	1,705	1,773	1,844
Boys' Tennis					
Coach	2,641	2,747	2,857	2,971	3,090
Girls' Tennis					
Coach	2,641	2,747	2,857	2,971	3,090
Cross Country					
Head Coach	3,000	3,120	3,245	3,375	3,510
Ass't. Coach	1,636	1,701	1,769	1,840	1,914
Golf					
Head Coach	2,412	2,508	2,609	2,713	2,822
Junior Varsity Golf Coach	1,515	1,576	1,639	1,704	1,772
Volleyball					
Head Coach	2,699	2,807	2,919	3,036	3,157
Ass't Coach	1,694	1,762	1,832	1,906	1,982
Weightroom					
Co-Supervisors	1,608	1,672	1,739	1,809	1,881
Ass't Supervisor	804	836	870	904	941

\* Salary includes complete participation in Football Camp.

## CLUBS AND ACTIVITIES

### HIGH SCHOOL

	2004-05	2005-06	2006-07	2007-08	2008-09
Band Director	6,602	6,866	7,141	7,426	7,723
Ass't Band Director	3,990	4,150	4,316	4,488	4,668
Musical (Spring):					
Producer	688	716	744	774	805
Director/Choreographer	2,412	2,508	2,609	2,713	2,822
Orchestra/Director	1,722	1,791	1,863	1,937	2,014
Choral Director	2,239	2,329	2,422	2,519	2,619
Technical Director	1,091	1,135	1,180	1,227	1,276
Evening Choral Perform.	43	45	47	48	50
Producer Director Play	1,608	1,672	1,739	1,809	1,881
Canonettes	2,658	2,764	2,875	2,990	3,109
Flag Corps Sponsor	1,838	1,912	1,988	2,068	2,150
Majorette Sponsor	1,492	1,552	1,614	1,678	1,745
Yearbook Sponsor	2,066	2,149	2,235	2,324	2,417
Newspaper Sponsor	1,435	1,492	1,552	1,614	1,679
Cheerleader Sponsor	2,658	2,764	2,875	2,990	3,109
Ass't Cheerleader Sponsor	1,608	1,672	1,739	1,809	1,881
Student Council Sponsor	1,148	1,194	1,242	1,291	1,343
Senior Class Sponsor	2,412	2,508	2,609	2,713	2,822
Junior Class Sponsor	918	955	993	1,033	1,074
Sophomore Class Sponsor	918	955	993	1,033	1,074
Freshman Class Sponsor	918	955	993	1,033	1,074
Major School Dances	196	204	212	220	229
Thespian Society Sponsor	1,378	1,433	1,490	1,550	1,612

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Academic Competition Advisor	1,631	1,696	1,764	1,835	1,908
A.V. Public Address/ Stage Crew	1,722	1,791	1,863	1,937	2,014
National Honor Society	1,034	1,075	1,118	1,163	1,210
Commencement Speeches	196	204	212	220	229
Mac Pac Sponsor	218	227	236	245	255
Science Club	367	382	397	413	429
Varsity Club	396	412	428	445	463
Industrial Arts Club	827	860	894	930	967
Business Club	517	538	559	582	605
Italian/Latin/French/ Spanish/German Clubs	413	430	447	465	483
Black Awareness Club	367	382	397	413	429
Spanish Honor Society	367	382	397	413	429
Other Clubs	367	382	397	413	429

**ATHLETICS  
MIDDLE SCHOOL**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Faculty Manager	2,296	2,388	2,483	2,583	2,686
Assistant Faculty Manager	1,378	1,433	1,490	1,550	1,612
<b>Football</b>					
7 <sup>th</sup> Grade Coach	2,296	2,388	2,483	2,583	2,686
8 <sup>th</sup> Grade Coach	2,296	2,388	2,483	2,583	2,686
<b>Wrestling</b>					
7 <sup>th</sup> & 8 <sup>th</sup> Grade	2,239	2,329	2,422	2,519	2,619
Assistant Coach	1,608	1,672	1,739	1,809	1,881
<b>Boys' Basketball</b>					
7 <sup>th</sup> Grade Coach	2,066	2,149	2,235	2,324	2,417
8 <sup>th</sup> Grade Coach	2,066	2,149	2,235	2,324	2,417
<b>Girls' Basketball</b>					
7 <sup>th</sup> Grade Coach	2,066	2,149	2,235	2,324	2,417
8 <sup>th</sup> Grade Coach	2,066	2,149	2,235	2,324	2,417
<b>Middle School Track</b>					
Head Coach	2,141	2,227	2,316	2,408	2,505
Assistant Coach	2,066	2,149	2,235	2,324	2,417
<b>Swimming</b>					
Head Coach	1,108	1,152	1,198	1,246	1,296
Assistant Coach	631	656	682	710	738
<b>Soccer</b>					
Head Coach	2,066	2,149	2,235	2,324	2,417
Assistant Coach	1,091	1,135	1,180	1,227	1,276
<b>Cross Country</b>					
Head Coach	1,608	1,672	1,739	1,809	1,881
Assistant Coach	1,103	1,147	1,193	1,241	1,290
<b>Volleyball</b>					
Head Coach	2,066	2,149	2,235	2,324	2,417
Assistant Coach	1,091	1,135	1,180	1,227	1,276

### 9<sup>th</sup> GRADE ATHLETICS

	2004-05	2005-06	2006-07	2007-08	2008-09
Football *					
Head Coach	3,043	3,165	3,291	3,423	3,560
Assistant Coach	2,296	2,388	2,483	2,583	2,686
Wrestling					
Head Coach	2,986	3,105	3,230	3,359	3,493
Assistant Coach	2,066	2,149	2,235	2,324	2,417
Boys' Basketball					
Head Coach	2,986	3,105	3,230	3,359	3,493
Assistant Coach	2,066	2,149	2,235	2,324	2,417
Girls' Basketball					
Head Coach	2,986	3,105	3,230	3,359	3,493
9 <sup>th</sup> Grade Track					
Head Coach	2,474	2,573	2,676	2,783	2,894
Assistant Coach	2,210	2,298	2,390	2,486	2,585

\* Salary includes complete participation in Football Camp.

In track, the 9<sup>th</sup> Grade Coach and Assistant will coach varsity athletes and the varsity coach will coach 9<sup>th</sup> grade athletes based upon the specialty areas of the coach.

### MIDDLE SCHOOL ACTIVITIES

	2004-05	2005-06	2006-07	2007-08	2008-09
Band Director	1,838	1,912	1,988	2,068	2,150
Musical	1,551	1,613	1,678	1,745	1,814
Cheerleader Sponsor	1,263	1,314	1,366	1,421	1,478
Ass't. Cheerleader Sponsor	909	945	983	1,023	1,063
Student Council Sponsor	804	836	870	904	941
Majorette Sponsor	563	586	609	633	659
School Play	1,062	1,104	1,149	1,195	1,242

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
A.V. Director	586	609	634	659	686
Newspaper Sponsor	631	656	682	710	738
Yearbook Sponsor	631	656	682	710	738
Dance Chaperone	86	89	93	97	101
T.S.A. Club Sponsor	373	388	403	420	436
Chorus-Evening Performance	43	45	47	48	50

### **ELEMENTARY ACTIVITIES**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Evening Performances with 3 rehearsals	114	119	123	128	133
Evening Performances	43	45	47	48	50

### **MISCELLANEOUS**

	<b>2004-05</b>	<b>2005-06</b>	<b>2006-07</b>	<b>2007-08</b>	<b>2008-09</b>
Timekeepers	46	48	50	52	54
Scorekeepers	46	48	50	52	54
Try-Outs	46	48	50	52	54
Announcers	46	48	50	52	54
Photographer	63	66	68	71	74
Bus Chaperones	46	48	50	52	54
Ticket Sellers	46	48	50	52	54
Ticket Takers	46	48	50	52	54
Activity Chaperone	75	78	81	84	88

## ARTICLE XIV

### LEAVES

- A. All leaves under this contract shall run concurrently with those leaves granted or pursuant to the Family and Medical Leave Act.
- B. Leaves of Absence without pay approved by the Superintendent of Schools under the provisions of the School Code of 1949, as amended, or under the provisions of the Agreement shall not be considered a break in service. Upon return to service, all fringe benefits, seniority rights, sick leave, personal days and eligibility for sabbatical leave shall be restored. Seniority for job security purposes shall continue to accrue during all approved unpaid leaves of absence.
- C. Employees who are on unpaid leaves of absence may continue the fringe benefits of Health and Accident Insurance, Hospital Insurance, Life Insurance and Dental Insurance by delivering the premiums for any of those plans to the Business Manager's office on or before the 15<sup>th</sup> day of the month preceding the month the premium is due. If the premium has not been received by the above stated deadline date, that will in itself be proof that the employee chooses to withdraw from the coverage.
- D. Leaves with Pay
  - 1. Personal Leave
    - a. Two (2) days per person per year accumulative.
    - b. Retroactive to personal days awarded in school year 1970-71.
    - c. A maximum of two (2) teachers per building or 10% of the staff of any building may be granted personal leave on any single day.
    - d. Excepting in cases of extreme emergency, the principal and/or Superintendent shall grant personal leave upon two (2) full days notice.
    - e. Personal days, except in cases of emergency or religious observance, may not be taken during the first (1<sup>st</sup>) and thirty-sixth (36<sup>th</sup>) week of the school term, the day before or after school vacations, the days scheduled for semester or final examinations, clerical days or on in-service days.
    - f. A maximum of five (5) days may be used at any one time.
    - g. Personal days may not be used to work for another employer.

2. Temporary Leaves

Leaves for attendance at conferences or meetings related to subject areas taught may be granted upon request and such leaves shall be governed by the administration regulatory measures.

3. Leaves for Legal Proceedings

- a. There shall be no deduction in the professional employee's salary when testifying on behalf of the School District.
- b. Professional employees called upon to serve jury duty will be paid the difference between their per diem salary and any amounts received as jury fees and furnish the District the pay vouchers provided by the Clerk of Courts.
- c. Professional employees subpoenaed to appear in court as witnesses for the District will be paid the difference between their per diem salary and any amount received as witness fees.

4. Death in Family Leaves

The Superintendent, acting for the District, recognizes his discretionary authority and prerogatives under (c) in Section 1154 whereby he may extend the period of absences as exigencies of a particular case may warrant.

5. Sabbatical Leaves

- a. Sabbatical leave of absence shall be governed by Section 1166 through Section 1171 of the Pennsylvania School Code of 1949, as amended.
- b. Professional employees of Canon-McMillan School District shall request in writing such leave at least sixty (60) days prior to the semester for which the leave is desired. This limitation shall not apply to those who have thirty (30) or more years of service in the School District or in case of unanticipated illness.
- c. Employees on sabbatical leave shall be entitled to the benefits of Paragraph B of this article.
- d. Any professional employee will be granted sabbatical leave in accordance with applicable provisions of the School Code. Application for such leave shall be in writing and shall state specifically the reasons for requesting same, the use intended to be made of leave time, and the intention to return at the expiration of the leave. Should circumstances change during the period of leave, the employee shall furnish to the School Board a written

statement of the nature of the change.

(1) Health

Sabbatical leaves of absence requested for restoration of health shall be accompanied by the medical certification of employee's physician(s) verifying the need for leave for the purpose and duration for which requested.

(2) Professional Development

Sabbatical leaves of absence requested for professional development shall be accompanied by a description of an intended study program at one or more approved institutions of higher education, evidencing proposed acquisition of not less than nine (9) graduate credits, twelve (12) undergraduate credits, or 180 hours of professional development activities in one (1) semester, a total of eighteen (18) graduate credits, twenty-four (24) undergraduate credits, or 360 hours of professional development activities in two (2) semesters, or quarter hours which are equivalent.

(3) Combination of Reasons

Sabbatical leaves of absence requested for a combination of two of the preceding purposes shall be supported by documentation and evidence as the nature of the combined reason suggests. The combined reason for the leave shall be proportionately allocated and distributed over one or two school semesters.

Requests for sabbatical leaves of absence shall be submitted to the Board of School Directors for its action. The obligation of the School District for payment of half salary, maintenance of benefits, and preservation of rights under the School Code shall be conditional on fulfillment of the purpose of such leave. Modification of the requirements set forth in preceding paragraphs shall be for cause only, and must receive the written approval of the Superintendent.

6. Military Leave

Military leave shall be extended and administered as per Sections 3301, 1176 and 1177 of the School Laws of Pennsylvania.

E. Leaves Without Pay

1. State or National Association Leaves
  - a. A teacher who has been selected to serve as President or President-Elect of the State Education Association or National Education Association shall be granted a leave of two (2) years.
  - b. The request for such “leave” must be made within sixty (60) days of teacher election of office referred to in “a.”
  - c. The teacher shall have earned tenure.
  - d. The teacher shall have a satisfactory rating at the time the request is made.
  - e. The teacher shall be returned to the same or similar position which he or she held when application for “leave” was made and the teacher shall be placed at the step he or she would have been placed, had he or she been in continuous service with the District.
  - f. The teacher shall not enjoy fringe benefits during the period of leave; however, all such benefits shall be restored upon return to service, which shall be no sooner than thirty (30) days, and not later than sixty (60) days from the close of the term of the office which said teacher was holding with the State Education or National Education Association.
  - g. Upon the teacher’s return to service after Leave of Absence Without Pay, unused accumulated sick leave, sabbatical leave eligibility, and seniority rights shall be restored; however, no credit shall be given to the “period of leave.”
2. Exchange Teacher Program Leave
  - a. A leave of absence for one year shall be granted to not more than two (2) teachers annually for participation in exchange teacher programs with schools in any foreign country or United States territory.
  - b. The teacher must return to the School District for a period of one year.
  - c. The teacher may be permitted to contribute to the Public Employees Retirement Fund from his or her earnings as provided under Section 522 of the School Laws of Pennsylvania.
  - d. The teacher must have earned “tenure” to be eligible for participation in any exchange program.

- e. The teacher must have been without any other leave for a period of two (2) years.
- f. The teacher shall be returned to his or her position or similar position at the step the teacher would have been on if the teacher had remained in continuous service in the School District.

3. Federal Program Leave

- a. A leave of absence not to exceed two (2) years may be granted to not more than two (2) teachers in any one school year, for the purpose of participating in United States Government sponsored educational programs.
- b. The teacher must return to the School District upon termination of leave granted.
- c. The teacher must have earned “tenure.”
- d. The teacher must have been without any other leave for a period of two (2) years.
- e. The teacher shall be returned to his position or similar position at one step higher than the step he was on at the time the leave was granted.
- f. Request for such leave shall be made at least ninety (90) calendar days prior to effective date of leave.
- g. All fringe benefits shall be restored upon return to service. Upon the teacher’s return to service after “leave of absence without pay,” unused accumulated sick leave, sabbatical leave eligibility and seniority rights shall be restored; however, no credit shall be given for the “period of the leave.”

4. Extended Illness Leave

- a. A teacher in the School District shall be granted a leave of absence without pay for extended illness when all accumulated sick leave has been used.
- b. This leave shall not exceed one full year (the number of professional working days as defined in Article XVIII) from the date on which the leave was granted.
- c. The request for leave under this provision must be supported by a physician’s statement.

- d. The teacher shall be returned to the same or similar position at one (1) step higher than the step he/she was on at the time the leave was granted, provided that the employee worked ninety (90) days during the school year.

5. Job Related Injury Leave

- a. Professional Employees absent due to injury compensable under the Workers' Compensation Law shall be granted a leave of absence with full pay or compensation benefit only as provided herein:

Option I

Absence shall not be charged against the employee's accumulated sick leave and he/she will not be reimbursed by the District for the difference between his/her daily contracted salary and the Workers' Compensation benefit.

or

Option II

Absence shall be charged against an employee's accumulated sick leave with a portion of his/her sick days deducted daily in an amount to pay the difference between the sum of Workers' Compensation benefit and the employee's daily normal contracted salary.

- b. Such leave shall be for not more than the number of professional working days as defined in Article XVIII.
- c. Job-related injury in Section "a" shall be defined as an injury resulting from performance of duty during the regular working day and includes the period in which the teacher worked for the District after the normal working day.
- d. The District shall pay full premiums for hospitalization during this period of leave.

6. Maternity Leave

- a. All female employees who become pregnant or otherwise qualify hereunder are hereby granted maternity leave under the following conditions:
- b. PERIOD OF LEAVE: The beginning and return date for maternity leave and the duration of any physical disabilities related thereto shall

be supported by a physician's statement. The employee may utilize all or part of her accumulated sick leave because of illness or disability relating to the pregnancy, in addition to her unpaid leave of absence upon notification in writing to the Board of such intent. The sick leave utilized by the employee during the maternity leave shall be deducted from the employee's accumulated sick leave. The length of time for the maternity leave shall not exceed one year. The Board may grant an additional period of time for reasonable causes. The employee shall provide the Superintendent with as much notice of the beginning and ending of such leave as can be reasonably expected, so that there is a minimum of detriment to the education of children and consideration of fairness to substitute employees and the administrators.

- c. ELIGIBILITY: Any female employee of the School District shall be eligible for this leave on the basis of either pregnancy of the natural mother or the adoption of a newborn infant by the employee.
- d. RETURN FROM LEAVE: Upon return from maternity leave, the District shall offer the employee the same position she held before going on leave. If that position no longer exists, the employee shall be given a substantially equivalent position for which she is properly certified.
  - (1) Upon return from such leave, the teacher shall be placed on the next position of the salary schedule currently in effect, in advance of her last position. The teacher shall be advanced one step, provided that the employee worked ninety (90) days during the school year.
  - (2) There shall be no advancement in salary if an employee returns during the same school year.
- e. This provision shall continue in effect for the duration of this Agreement unless a court of competent jurisdiction decides that it is contrary to law.
  - (1) If provision or provisions are found to be contrary to law, the parties shall immediately enter into negotiations in order that this article can be made consistent with those existing laws.

## 7. Child Rearing Leave

A one (1) year unpaid child rearing leave shall be granted to professional employees upon request. The length of said leave shall not exceed one (1) year; however, the Board may grant an additional period of time for reasonable cause.

All professional employees, both male and female, shall be eligible for this leave.

While on child rearing leave, no salary shall be paid to said employee nor shall pension rights accrue. The employee shall be entitled to continue fringe benefits at his or her own expense by remitting the cost to the District.

An individual may not take a child rearing leave immediately preceding or following a maternity leave.

Section “d” and “e” under maternity leave are also applicable for child rearing leave.

F. Extension of Leaves of Absence Without Pay

1. Leaves of absence without pay may be extended at the discretion of the Directors and in every case the request for leave or the request for extension of such leave must be made in writing and addressed to the Secretary of the Board of School Directors or the Superintendent of Schools.
2. Any request for leave or request for extension of such leave shall, when granted, be done by official action of the Board of School Directors duly recorded upon the minutes of the School Board meeting, and official written notice shall be sent to the person requesting such leave or extension of leave.

G. Notification of Absence

1. Notification of Absence and/or Return to Work
  - a. Unless there are extenuating circumstances, the teacher shall report his expected absence from his position to the principal or his designee.
  - b. The report of absence from work shall be made to the principal or his designee before 7:00 A.M. on the day of absence.
  - c. If the teacher has not notified the principal or his designee of a continuation of the absence by 3:00 P.M., it shall mean that the employee will work on the next working day.
2. Medical Excuse for Teacher Absence
  - a. Section 1154 of the Pennsylvania School Code of 1949, as amended, shall govern.
  - b. Doctor’s or Physician’s excuses for teacher absences shall not be the

general requirement of the District.

- c. The Superintendent may require a Doctor's or Physician's excuse for teacher absence for every absence by one who has, in the judgement of the Superintendent, a record of suspected abuse.

**ARTICLE XV**

**HEALTH CARE BENEFITS**

- A. Hospitalization
  - 1. Coverage shall be for all professional employees, including spouses and legally dependent children. See Appendix "A"
  - 2. All employees shall be obligated to file proper forms declaring hospitalization coverage for themselves, spouse and dependent children.
  - 3. The coverage shall take effect on the first day of the month following the official appointment by the Board of School Directors, unless an employee is hired to begin employment for an upcoming school year. In that case, coverage shall take effect on the first day of September of that school year.
  - 4. Retired teachers will be offered the option of continuing group hospitalization coverage at their own expense. Such individual shall make premium payments one month in advance of the premium date. Failure to do so shall result in the termination of their participation in the Group Plan. Retired teachers who qualify for the retirement incentive will have coverage according to the Board Resolution.
  - 5. Beginning with the ratification of this agreement, each employee may elect one of the following options:
    - a. Participate in a Point-of-Service (POS) Program. The POS Program that shall be offered shall be the Intermediate Unit #1 High Option Select Blue Program. Coverage shall be up to full family coverage.
    - b. Participate in a BC/BS/MM Indemnity Program. Coverage shall be up to full family coverage.
  - 6. Co-payments shall be as follows:

<b>Coverage</b>	<b>Co-Pay 2004-2005</b>	<b>Co-Pay 2005-2006</b>	<b>Co-Pay 2006-2007</b>	<b>Co-Pay 2007-2008</b>	<b>Co-Pay 2008-2009</b>
Individual	\$12.50 per month	\$12.50 per month	\$12.50 per month	\$12.50 per month	\$12.50 per month

Family, Husband/wife, Parent/child, Parent/children	\$25.00 per month	\$25.00 per month	\$25.00 per month	\$25.00 per month	\$25.00 per month
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Any employee who elects the BC/BS/MM Indemnity Program must pay the difference in premium between the POS Program and the BC/BS/MM Program. Payments will be by payroll deduction for any employee who opts for a BC/BS/MM Program.

7. Description of Benefits

- a. Each member of the bargaining unit shall be provided an updated description of all health care benefits at least once every two years.
- b. Members enrolled in the POS Program shall be provided with updated lists of Primary Care Physicians as they are provided to the District by BC/BS (at least once a year).
- c. Whenever *any* changes in coverage are provided by the insurance carrier, such changes shall be provided in writing to all members of the bargaining unit as soon as the District is notified of such changes.

B. Health and Accident Insurance

1. The School District shall contribute the total premium toward the cost of the Benefits Coordinators Service, Inc. Group Long Term Disability Insurance Plan.
2. The coverage shall take effect on the first day of the school calendar for the new employee.
3. In the event that the insurance carrier provides options for the employee to purchase additional insurance under and within the "group plan," the employee may do so, provided that such arrangements can be made with the school business office within the enrollment dates.

C. Dental Insurance

The District shall pay the total premium for the Basic Dental Insurance Plan. In addition, the District shall pay 65% of the monthly premium for the riders which cover oral surgery, prosthetics, periodontists and orthodontists. The employees shall pay the other 35% of the premium by payroll deduction.

D. Life Insurance

1. The School District shall contribute the total premium towards life insurance in the following amounts:

<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>	<b>2007-2008</b>	<b>2008-2009</b>
\$56,000	\$57,000	\$58,000	\$59,000	\$60,000

2. In the event that the insurance carrier provides options for employee to purchase additional insurance under and within the “group plan,” the employee may do so, providing that such arrangements can be made with the school business office within the enrollment dates.

E. **Coordination of Benefits**

All of the benefits specified in this Article shall be coordinated and not duplicated. There shall be no duplication of the benefits under this Agreement by way of hospitalization benefits or dental benefits available to the employee and such benefits shall be coordinated with similar coverage provided by other employers to the employees’ spouses, so that covered occurrences shall be indemnified only once.

**ARTICLE XVI**

**SICK LEAVE BANK**

1. The Canon-McMillan School District shall establish a Sick Leave Bank to be administered by the Superintendent of Schools.
2. Eligibility for membership in the Sick Leave Bank shall be limited to members of the professional staff of the Canon-McMillan 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;
  - b. Be suffering from a serious, long term illness or disability which precludes his/her attending school; and
  - c. 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 Workmen's Compensation benefits due to work related illness or disability shall not be eligible to request Sick Leave Bank benefits.
5. Upon application of an employee for Sick Leave Bank benefits and the presentation of a physician's verification, the Superintendent of Schools shall post, within five (5) calendar days, the request of the eligible employee in all schools and offices of the Canon-McMillan School District.
6. Any employee eligible to participate in the Sick Leave Bank may donate one day per posting of his/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 from the date of posting. All donated sick leave days shall be subtracted from the eligible employee's accumulated total sick days. Applications to draw upon the Sick Leave Bank and to donate to the Sick Leave Bank shall be forwarded to the Office of the Superintendent of Schools.
7. Upon receipt of the names of the eligible employees donating one day to the ill or disabled employee, the Superintendent of Schools, along with the President of the CMEA or his/her designee, 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.
8. If the eligible ill or disabled employee should return to work, be declared fit to work by his/her physician, die or resign before using all 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 applies for Sick Leave Bank days.
12. There shall be no limit on the number of times eligible employees may donate one (1) day of accumulated sick leave to the Sick Leave Bank.
13. The Canon-McMillan Education Association and all employees eligible under this portion of the Agreement agree to indemnify, save and hold harmless the

Canon-McMillan School District and its agents of and from any and all claims, demands, suits, or other forms of liability at law of equity, including legal fees and court costs, which shall or may arise out of, or by reason of the application of this Agreement.

## **ARTICLE XVII**

### **RETIREMENT ALLOWANCE**

- A. An employee who retires on or after attaining the age of superannuation or elects to take early retirement as established by the Pennsylvania Public School Employees' Retirement System shall be entitled to receive as additional compensation payable at the time of retirement an amount computed by multiplying the number of such employee's unused accumulated sick days and personal days by:
- \$45.00 per day up to 150 days  
\$65.00 per day over 150 days
- B. In order to be eligible to receive the retirement allowance an employee must have completed at least 20 years of service with the District as a professional employee.
- C. Except in emergencies, an employee shall not receive the retirement allowance unless he or she notified the Superintendent in writing of the intention to retire and the date of the projected retirement at least 30 days prior to that date.

## **ARTICLE XVIII**

### **SCHOOL CALENDAR**

The district shall adopt a school calendar for professional employees which shall not exceed one hundred eighty-seven (187) days and the calendar shall include one hundred eighty-one (181) actual instructional days, one (1) clerical day at the end of the first semester and four (4) days of inservice and one (1) clerical day immediately preceding the final instructional day for students when report cards are not mailed home to parents or immediately following the final instructional day for students when report cards are mailed home to parents. If the current staff development program is changed, the administration and the association shall meet to determine the use of the four (4) in-service days.

Beginning in the 2004-2005 school year, teachers shall work 188 days, the extra day to be used for inservice to augment the Canon-McMillan School District Professional Development Plan.

Beginning in the 2006-2007 school year, teachers shall work 189 days, the extra day to be used for inservice to augment the Canon-McMillan School District Professional

Development Plan.

Beginning in the 2008-2009 school year, teachers shall work 190 days, the extra day to be used for inservice to augment the Canon-McMillan School District Professional Development Plan. Teachers new to the District will work an additional three days during their first year of service to the District.

## **ARTICLE XIX**

### **STATUTORY SAVINGS**

Nothing contained herein shall be construed to deny or restrict to any employee or the District the rights either party may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act (Act 195), as amended, or other applicable laws and regulations.

## **ARTICLE XX**

### **SEPARABILITY**

If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XXI**

### **INTENT OF AGREEMENT**

This Agreement constitutes the entire negotiated Agreement of the parties; except that the School Board Policies and Administration Regulations, Rules and Practices established by the District or promulgated by the Administrator subsequent to January 1, 1960, and which are not in conflict with the terms of this Agreement shall continue in effect during the term of this Agreement and extension thereof.

## ARTICLE XXII

### GENERAL PROVISIONS

A. Printing Agreement

The District shall cause copies of the Agreement to be duplicated and placed into the hands of all teachers employed by the District.

B. Notice to be Given to Either Party

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either shall do so by CERTIFIED MAIL at the following address:

Association to the District at:	Administration Office One North Jefferson Avenue Canonsburg, PA 15317
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District to Association at:	15 North Central Avenue Canonsburg, PA 15317
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**ARTICLE XXIII**

**TERMS AND DURATION OF AGREEMENT**

This Agreement shall be effective as of August 16, 2004 (except where noted), and shall continue in effect until August 15, 2009, subject to the Association's right to negotiation over a successor agreement as provided in Act 195 and Act 88. This Agreement shall not be modified in whole or in part except by joint action and in writing.

IN WITNESS WHEREOF, the Association and Board of School Directors have caused this Agreement to be signed by their presidents, attested by their secretaries, as approved by both parties.

CANON-McMILLAN EDUCATION ASSOCIATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary

CANON-McMILLAN SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary



**Grievance Report Form**

Relative to the agreement by and between the Canon-McMillan Education Association and the Board of School Directors of the Canon-McMillan School District for the period of August 16, 2004, to August 15, 2009.

Pennsylvania Labor Relations Certificate No. PERA-R-742-W

Aggrieved: \_\_\_\_\_

Building: \_\_\_\_\_

The written grievance follows and shall include:

1. Names of the aggrieved
2. Narrative of grievance including dates
3. Articles of the contract allegedly violated
4. Relief sought

**Step A**

1. Date on which alleged violation took place or which aggrieved became aware of alleged violation

(date)

of the agreement. \_\_\_\_\_

2. Date on which written grievance was submitted to \_\_\_\_\_ (Principal) or

(date)

\_\_\_\_\_ (appropriate Assistant). \_\_\_\_\_

3. Date on which conference with \_\_\_\_\_ (Principal or

(date)

appropriate Assistant) was held. \_\_\_\_\_

*This conference must be held within ten (10) days on which schools are in session.*

4. Date on which \_\_\_\_\_

(Principal or appropriate Assistant) rendered  
his decision.

(date)

---

*This decision shall be rendered within five (5) days on which schools are in session.*

x

**Step B**

1. If the issue is not resolved by Step A, the issue may be advanced to the Superintendent. The aggrieved shall have ten (10) days in which to file such an appeal.

2. Date on which issue advanced to

(date)

\_\_\_\_\_ (Superintendent).

\_\_\_\_\_

3. Date on which meeting between  
\_\_\_\_\_ (Superintendent) and  
\_\_\_\_\_ (the aggrieved) and  
\_\_\_\_\_ (the representative of

(date)

the Association) was held.

\_\_\_\_\_

*This meeting shall be within five (5) days on which schools are in session.*

4. The Superintendent, within five (5) days on which schools are in session, shall render

(date)

his decision and reasons therefore in writing.

\_\_\_\_\_

**Step C**

1. If the issue is not resolved to the aggrieved's satisfaction as a result of the hearing in Step B, the complaint may be presented at the next regularly scheduled School Board meeting.

2. The Board of School Directors shall render its decision within ten (10) days on which schools

(date)

are in session (from C#1 above) in writing.

\_\_\_\_\_

**Step D**

If Step C fails to satisfactorily resolve the grievance, the aggrieved, through the Association, may file within five (5) days on which schools are in session, a written

request to the Directors requesting arbitration. \_\_\_\_\_ (date)

**Step E**

Selection of arbitrator

\_\_\_\_\_ (name) \_\_\_\_\_ (date)

2004 - 2009

**AGREEMENT**

by and between

**CANON-McMILLAN  
BOARD OF DIRECTORS**

and

**CANON-McMILLAN  
EDUCATION ASSOCIATION**



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