

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CARLYNTON SCHOOL DISTRICT AND**



Carlynton Federation of Teachers

Local 2120

American Federation of Teachers, AFL, CIO

July 1, 2018 – June 30, 2020

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**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CARLYNTON SCHOOL DISTRICT
AND
CARLYNTON FEDERATION OF TEACHERS, LOCAL 2120,
AMERICAN FEDERATION OF TEACHERS, AFL-CIO**

MADE THIS 26th Day of June 2017 is entered into in accordance with Article IX of Act 195 of the General Assembly of Pennsylvania, dated July 23, 1970, between the CARLYNTON SCHOOL DISTRICT OF THE BOROUGH OF CARNEGIE, CRAFTON AND ROSSLYN FARMS, Allegheny County, Pennsylvania, and the CARLYNTON FEDERATION OF TEACHERS, LOCAL 2120, AMERICAN FEDERATION OF TEACHERS, AFL-CIO.

**ARTICLE I
INTERPRETATION AND INTENT**

A. Closure. The parties to this Agreement acknowledge that during the course of the collective bargaining agreement leading to this Agreement they have had the opportunity to negotiate on all matters presented for negotiations and which constituted proper subjects for collective bargaining, and the parties further agree that during the course of this Agreement there shall be no further duty to bargain insofar as this Agreement is concerned. Notwithstanding the above, the parties may by mutual agreement at any time during the life of the Agreement amend same pursuant to a written instrument executed by both parties.

B. Headings. Any heading preceding the text of the Articles and paragraphs herein are inserted solely for convenience or reference and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of any of the Articles and paragraphs, or of the Agreement.

C. Savings Clause. In the event that any provision of this Agreement is or shall be at any time held to be contrary to the law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions of this Agreement shall remain in effect. Within a reasonable time after the parties are advised of the decision, they shall, subject to the following qualifications, meet to negotiate a substitute provision dealing with the same subject matter as the invalid provision; provided, however, there shall be no duty to negotiate if the effect of the court decision shall be to prohibit a collectively bargained agreement on this subject matter of the invalid provision and provided further that the parties shall not have the right to resort to impasse procedures, strike or lockout in support of their positions in such negotiations.

ARTICLE II **RECOGNITION**

A. Bargaining Unit. The Carlynton School District hereinafter referred to as the School District, does hereby recognize the Carlynton Federation of Teachers, Local 2120, American Federation of Teachers, AFL-CIO, hereinafter referred to as the Federation, as the exclusive representative for all employees included in the following bargaining unit as certified by the Pennsylvania Labor Relations Board on June 7, 1973, in proceeding No. PERA-R-3428-W:

A subdivision of the employer unit comprised of the following classifications of employees: All regular full-time and part-time employees including Librarian, Counselors, Child Accounting Officers, and Certificated Instructional Personnel, all being professionals within the meaning of the Act; and excluding management level employees, supervisors, first level supervisors, confidential employees and guards as defined in the Act.

The term Professional Employee when used in this Agreement denotes an employee who is a member of the collective bargaining unit aforesaid. If questions shall arise as to positions included in or excluded from the bargaining unit, the enumeration of eligible voters in the election conducted by the Labor Relations Board may be referred to as one criterion.

B. Bulletin Boards/Mail Boxes. As an aid to the Federation in its communications with professional employees, the School District shall, under the terms of this paragraph, provide access to the mail boxes of professional employees and shall provide the Federation a bulletin board in each school building in a place readily accessible to and normally frequented by teachers but apart from areas frequented by students. Posting and depositing shall be by a professional employee who is the authorized representative of the Federation and who, by placing his initials on the original or ribbon copy, shall assume responsibility for its contents. A courtesy copy, bearing the professional employee's initials, shall be furnished to the Superintendent and the appropriate building principal in whose building the notice is posted.

C. Reproducing Contract. The School District shall pay the cost of preparing and reproducing the contract and supply Two Hundred (200) copies to the Federation, any additional copies required by the Federation will be reproduced at the Federation's expense.

D. Check off

1. The School District will deduct from the pay of each professional employee, from whom it receives a signed authorization to do so, the Federation's periodic membership dues. Such deductions will be made in twenty-four (24) equal payments. This authorization shall comply with all legal requirements and shall remain in full force from year to year unless revoked by the professional employee. Such revocation shall be submitted to both the School District and the

Federation by certified letter and shall be effective as to salary payments occurring thirty (30) days or more following the later of the dates of the receipt by the School District and by the Federation. The dues and a list of the professional employees from whom they have been deducted and the amount deducted from each, and a list of professional employees who had authorized such deductions and from whom no deductions were made and the reason therefore shall be forwarded to the Federation no later than thirty (30) days after such deductions were made. Remittances shall be made to the Treasurer of the Federation.

2. Deductions from salary payments in any month shall be on the basis of authorization cards received by the Superintendent of the School District prior to the last day of the preceding month. When a professional employee leaves the employment of the School District for any reason, the leaving shall act as a revocation of any authorization card previously submitted.

3. The School District will deduct from payments due bargaining unit members on leave the Federation's periodic membership dues as provided in paragraph D. 1.

E. **Agency Shop** In the event the legislature authorizes the agency shop in Pennsylvania, the District agrees to implement check-off in accordance with said legislation.

F. **Use of Buildings for Meetings.** The Federation shall from time to time, on request to the Superintendent, have the privilege of holding meetings of professional employees in the buildings where professional employees are employed. Any request shall name the building preferred and shall propose alternative meeting dates, not less than one week following the date of the request. Meetings shall occur after the conclusion of the service day of professional employees employed in the designated building. In acting on any request, the Superintendent shall take account of such matters as other meetings and events previously scheduled for the building, the recency of any prior Federation usage of the building, janitorial and custodial needs, and possible conflicts with educational needs.

G. **Opening Day Program.** During the day program and the orientation program, the Superintendent shall, when making introductions, identify the Federation as the certified collective bargaining representative and introduce the Federation President as the senior official. The President shall have the right to address the group for information purposes only for a period not to exceed ten (10) minutes.

H. **Non-Discrimination.**

1. **General Commitment.** It is the continuing policy of the School District and the Federation that the provisions of this Agreement shall be applied to all Professional Employees without regard to race, color, religious creed, sex or national origin.

2. Act No. 195 Rights. Neither the School District nor the Federation shall discriminate against any professional employee because of the exercise of rights declared for such employee in Act No. 195 or because of such professional employee's forbearance from the exercise of such rights.

I. Seniority.

1. Seniority shall continue to mean the date of last hire in the School District. On or after September 1, 1976, substitute service in the School District shall be counted in determining the date of last hire to the extent that the substitute's service is permanent, full-time and contiguous to a permanent appointment and consists of service of ninety (90) days or more. Dates of last hire for all hires made prior to September 1, 1976, shall be in accordance with the seniority list which is attached hereto and made part hereof, and said list is conclusive and may not be opened for any reason on or after the date of this agreement.

2. It shall be the obligation of the employees to provide documentation concerning prior teaching experience or military service that qualifies under the Veteran's Preference Act. Failure to provide the information prior to any action by the District requiring use of Veterans' preference shall result in forfeiture of any benefit.

3. The School District shall supply an updated seniority list to the Federation yearly within sixty (60) days of the beginning of the teacher work year.

J. Breaking Ties in Seniority In the event of ties in seniority such ties will be broken in the following manner:

1. Prior teaching experience in the School District for the which seniority was not granted;

2. Prior teaching experience in the public schools of the Commonwealth of Pennsylvania;

3. It shall be the obligation of employees to provide documentation concerning prior teaching experience.

4. By lot.

ARTICLE III
TERM OF AGREEMENT

The term of this Agreement shall be from **July 1, to June 30, 2020**, and thereafter from year to year unless either party shall not less than one hundred eighty (180) days prior to June 30, **2020**, or any annual expiration date, furnish notice in writing to the other of a desire to negotiate the terms and conditions of a new collective bargaining agreement. Such negotiations shall begin not later than one hundred seventy-one (171) days prior to the expiration date.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition. A grievance shall be defined as a complaint by professional employee against an act or condition on the ground that it represents a violation, misinterpretation or misapplication of this Agreement. The procedure established in this Article is the exclusive procedure for processing grievances.

B. Right to Representation. The grieving professional employee shall have the right to be represented by the Federation at any Step of the grievance procedure. The particular Federation officials, who will act as his/her representatives at any Step when he/she exercises this right, are indicated in the following paragraphs which set forth the Step procedure.

C. Step Progression.

Step I

A sincere attempt should be made to resolve any complaint by discussion between the professional employee and the Principal before differences become formalized as grievances. The Federation representative may attend, if requested by the professional employee or by the Principal.

Step II

1. A grievance shall be presented in writing by the professional employee to the Principal. To be valid the grievance must be presented within five (5) days after the act or condition giving rise to the grievance or, if later, within five (5) days after the time when the professional employee learned or reasonably should have learned of such act or condition.

2. Upon receipt of a grievance in writing, the Principal shall, within five (5) days, meet and confer with the professional employee. The Federation representative shall be given the opportunity to be present at such conference if the professional employee shall elect to be represented by the Federation. At this conference the facts shall be brought out and an effort made to adjust the matter to the satisfaction of all concerned.

3. The Principal shall make a decision and communicate it in writing to the professional employee and the Federation representative within five (5) days after the completion of the conference.

Step III

1. The decision of the Principal may be appealed, within five (5) days after its receipt, by the professional employee in writing to the Superintendent.

2. Within five (5) days after the receipt of the appeal, the Superintendent shall meet and confer with the professional employee. The following Federation officials shall be given the opportunity to be present at such conference: the Federation representative, the Chairman of the Federation Grievance Committee, and the President of the Federation. If the professional employee shall elect to be represented by the Federation, such representation shall be by such officials. The Superintendent may include in the conference such administrative employees, other School District personnel and other persons as he considers to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.

3. The Superintendent shall make a decision and communicate it in writing to the professional employee and the President of the Federation within five (5) days after completion of the conference.

4. The Designee of the Superintendent shall, when directed by the Superintendent, perform the office of the Superintendent in this Step III.

Step IV

1. The decision of the Superintendent may be appealed by the Professional Employee to the Board of School Directors within five (5) days after its receipt. To be valid the appeal shall be in writing and shall be presented by the President of the Federation or his/her designee.

2. The Board of School Directors or its authorized committee shall meet and confer with the Professional Employee. Any two of the following Federation officials shall be given the opportunity to be present at such conference: the President of the Federation, the Chairman of the Grievance Committee, and the Federation representative. If the Professional Employee shall elect to be represented by the Federation, such representation shall be by such officials. Such conference shall be held as soon as it may be scheduled but not later than thirty (30) days following the receipt of the notice of appeal from the Federation President. The Board of School Directors may include in the conference such administrative employees, other School District personnel and other persons as it considers to have knowledge of the facts or to have the capability of contributing to the solution of the dispute.

3. The Board of School Directors or its authorized committee shall make a decision and shall communicate its decision in writing to the Professional Employee and the Federation President within fifteen (15) days after said conference.

Step V

1. The decision of the Board of School Directors may be appealed to binding arbitration within fifteen (15) days after its receipt. To be valid the appeal shall be in writing and shall be presented by the President of the Federation or his/her designee.

2. Within ten (10) days after receipt of the written notice of appeal to arbitration, the School District and the Federation shall attempt to agree upon an arbitrator. If they shall be unsuccessful they shall within such ten (10) days make a request for a list of arbitrators to the American Arbitration Association. The Federation and the School District shall alternately strike a name until one name remains, and the remaining person shall be the arbitrator. In the first case the Federation shall make the first strike; thereafter the first strike shall alternate between the School District and the Federation.

3. The arbitrator so selected shall confer with representatives of the School District and the Federation concerning prompt scheduling of the hearing. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of closing of hearing, or if all hearings have been waived, then thirty (30) days from the date all final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be in writing and may set forth his findings of fact, reasoning and award. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law, which is violative of the terms of this Agreement, which amends or modifies this Agreement or which adds to or detracts from this Agreement. The decision shall be within the scope of the arbitrator's authority and confined to the grievance as submitted for his/her determination. The decision of the arbitrator shall be submitted to the School District and to the Federation and shall be final and binding.

4. The term "parties" when used in conjunction with the arbitration step means the Federation and the School District. As a party the Federation shall be present at the hearing.

5. The cost of the service of the arbitrator including per diem expenses, if any, and actual and necessary travel expenses, and cost of hearing room and court reporter, if required, shall be borne equally by the parties to the arbitration. Incidental expenses, if any, incurred by either party shall be paid for by the party incurring the same.

6. Neither party shall refuse to strike an arbitrator once arbitration is requested. This paragraph shall not preclude either party from seeking any relief in the courts of the Commonwealth of Pennsylvania from the arbitration award and shall not preclude either party from raising the question of arbitrability of said issue in the courts subsequent to the arbitration award.

**D-N. Miscellaneous Provisions Relating to
Grievance and Arbitration Procedure**

D. For purposes of Steps I -V of the grievance procedure, the term "day" means a calendar day of 24 hours, including professional employee attendance days and summer vacation days but excluding Saturdays, Sundays and days when school is not in session during the regular school term.

E. A grievance based on the action of authority higher than the Principal shall be initiated at Step III of this grievance procedure. The general procedures relating to that Step shall apply to the presentation and adjustment of the grievance, including the right of appeal.

F. Failure to communicate a decision at any Step of this procedure within the specified time limit shall permit it to be advanced to the next higher step.

G. Additional time at a specific Step of this procedure may be granted by mutual agreement between the parties.

H. Conferences and hearings at Steps prior to the arbitration Step shall, unless otherwise required by the School District, be scheduled following the conclusion of a teaching day. The time and place will, to the extent practicable, afford a fair and reasonable opportunity for all persons entitled to be present to attend, including witnesses.

I. A grievance conference shall be restricted to consideration of the stated grievance or grievances.

J. A grievance form shall be prepared jointly by the School District and the Federation.

K. If the grievance is caused by a violation, misinterpretation or misapplication of provisions in this collective bargaining agreement which affects rights of the Federation as the collective bargaining representative, the Federation may submit such grievance to the Superintendent directly and the processing of such grievance shall be commenced at Step III.

L. Grievance Meetings During Teaching Day. When the School District shall require the holding of a grievance meeting during the teaching day, there shall be no loss in pay for the aggrieved professional employee and for two Federation representatives who may attend and whose presence is authorized by the paragraph of the grievance procedure (Article IV) applicable to the step of grievance procedure at which the meeting is held.

M. The Federation shall have the right to initiate or appeal any grievance.

N. At any stage of the grievance procedure where the employee is entitled to be represented by the union, a representative from the State American Federation of Teachers may be present in addition to those individuals enumerated herein.

ARTICLE V

SALARY AND COMPENSATION

A. **Salary Schedules.** The salary of a professional employee is determined by the salary schedule attached hereto as Appendix "C" and made a part hereof. Salary so determined is sometimes called "Basic Salary." The salary schedule for school years 2019-2020 appears as Appendix "C."

B. **Contract Days.** For the 2018-2019 and 2019-2020 school years the teacher work year will consist of 191 days. The Federation agrees to provide 181 days of instruction to the School District without any additional cost to the School District in the event any regularly scheduled school days are cancelled for any reason. An instructional day shall be any day approved by the state as an allowable day for reimbursement purposes. The remaining ten (10) non-teaching days will consist of two (2) clerical days, one (1) day shall be scheduled as a three (3) hour evening open house and the remaining seven (7) non-teaching days shall be scheduled for such purposes as the School District deems appropriate.

1. Scheduled clerical and non-teaching days shall be seven hours in length and provide for a sixty (60) minute lunch period. Starting and quitting times on said days shall be the same in all buildings.

2. In lieu of the elementary conference day, the elementary teachers agree to continue to schedule a conference for the parent of each student needing one. In addition, if a parental conference is requested by a parent, the teacher shall retain the prerogative of scheduling however the conference must be scheduled within five (5) workdays of the request.

3. The School District agrees to offer adequate, qualifying Act 48 credits for teachers at no cost to the employees.

4. **The district may schedule no more than 4 two hour delays per year for the purposes of reviewing student achievement data (Keystone, PSSA, DIBELS, etc.) On these days, teachers will report at their normal start time and the district will provide direction on the reviewing of the data. This time will count toward our Act 48 hours. If we were to experience inclement weather on one of the already scheduled two hour delay days, the district would notify us per the usual channels and we would report two hours later as we would on any other inclement weather delay.**

C. Per Diem Salary and Hourly Rates.

1. For any Professional Employee the per diem salary in a given school year is the Basic Salary divided by Contract Days.

2. For any Professional Employee the hourly rate is the per diem salary divided by 7.00.

D. Salary Payments.

1. Professional employees shall be paid twice monthly. Pay days shall normally be on the 10th and 25th day of the month. If either falls on a holiday or weekend, the pay day shall be the immediately preceding weekday. The School District shall provide that the two (2) monthly pays are in equal amounts.

2. All salary checks and other compensation paid to individual professional employees shall be sent, delivered or presented in sealed individual envelopes to assure complete privacy to all concerned parties.

3. The annual pay cycles for each of the school years falling within the term of this agreement shall begin in September and conclude in the following August. There shall be twenty-four (24) monthly checks as identified in subsection 1. Income tax withholding shall be at the prevailing annual rate. This provision shall be subject to approval by the Internal Revenue Service.

4. Professional employees shall have remaining payments mailed to them in envelopes provided by the School District and to the address specified by the professional employee.

5. The District shall provide a program of automatic payroll deposit at one of the three institutions listed below to be designated by the employee:

(a) Citizens Bank

(b) PNC

(c) or any other employee designated institution approved by the School District contractor handling the automatic payroll deposit program.

E. Placement on Salary Schedule.

1. For purposes of salary step placement, employees with three (3) or more prior years of professional service in the School District and/or elsewhere in the public schools shall be granted one-half of their years of service above three (3) years to a maximum of five (5) years. No credit shall be granted for the first three (3) years of service. Unbroken service as a long term substitute employee of the School District that immediately precedes a person's hiring as a temporary professional or professional employee shall be counted fully for purposes of salary step placement. Such contiguous long term substitute service shall be in addition to the salary step placement credit earned for previous service in accordance with the first sentence of this paragraph. For professional employees

with no previous experience, placement shall be at Step I on the salary schedule. Placement of professional employees other than certificated instructional personnel, such as nurses and librarians, shall be in accordance with the rules applicable to certificated instructional personnel.

2. The placement on the salary schedule above refers to temporary or permanent professional employees.

PROVISIONS GOVERNING SALARY SCHEDULE

1. Provisions applicable to professional employees entering the system for the first time appear in Paragraph E of Article V of the basic agreement.

2. The salary schedule contains columns entitled bachelor's degree plus a specified number of credits and master's degree plus a specified number of credits and doctorate. The criterion for positioning on one of these columns is the accumulation of college, university, or state approved in-service credits subsequent to the attainment of the degree referred to in the column heading. Salary increment credits are to be graduate, undergraduate, or state approved in-service credits. The credits must be in the teacher's area of certification and/or in a new area of certification such as another teaching field or subject, counseling, supervision, or administration, and/or necessary to fulfill the state requirement for certification. All other courses must have prior approval from the superintendent. Credits must be satisfactorily completed prior to their application toward salary increment. Satisfactory completion means attainment of grade of "C" or better or a "P" in a Pass/Fail course.

That for the purposes of the salary schedule only the School District shall consider that those holding master equivalencies and those holding a Bachelor and 60 credits shall be entitled to payment under the masters' lane.

3. Vertical and horizontal movement on the salary schedule shall be in accordance with the professional employee's actual level of experience and his/her education credits. A year of service shall, except as the Pennsylvania School Code or this collective bargaining agreement may otherwise provide, be credited as such for vertical movement if during the year the professional employee shall have been present for service on 93 or more of the Contract Days.

4. Grade reports, NSF reports, or other temporary records may be submitted to the Superintendent during the first five (5) school days of any month and the employee shall be placed on said higher horizontal step for that month and the balance of the school year. Said payment shall be prorated in each year on the basis of one hundred ninety one (191) contract days for the 2018-2019 and 2019-2020 school years. No retroactive payments other than the five (5) days mentioned above shall be paid.

(a) These temporary records will be used for tentative horizontal salary placement.

(b) If the official records or official transcripts are not received by the Superintendent within ninety (90) days of said notification the horizontal salary schedule placement will revert to that previously verified by official records with appropriate revisions in salary for the remaining or succeeding academic year and with adjustments for any prior overpayments.

5. All professional employees will, subject to the terms of the preceding paragraphs, be placed on schedule according to years of service and credits acquired by September 1 of the academic year 1976-1977. The placement on the schedule which was in effect during the 1975-1976 academic year shall be conclusive as to the computation of years of service reflected in that placement, and the computation shall not be reopened.

6. When the School District needs the services of a professional employee for bargaining unit work on days outside the contract days, the School District shall, except in case of driver's education, graphic arts, swimming, curriculum work, and intramurals, pay him his per diem rate for work commensurate with his regular professional responsibilities. For bargaining unit work not commensurate with his regular professional responsibilities and for driver's education, graphic arts, swimming, curriculum work, and intramurals, the School District shall pay:

2018-2019, 2019-2020 \$25.00/hour

F. Mileage Reimbursement

1. The School District and a professional employee may enter into agreement that the professional employee shall use his car during scheduled working time for commutation between School District facilities on account of business of the School District.

2. The School District shall reimburse the professional employee the maximum permitted by the state law or regulation.

G. Salary Computation for Sabbatical Leave. That for the purposes of contract interpretation a school term shall be the actual term as determined by the School District regardless of the exact number of days and for the purposes of sabbatical leave there shall be no proration of salaries by day but rather by semester and that each teacher will receive twenty-five (25%) percent of their salary for the semester for which they are on sabbatical leave. In addition, it is further agreed that for the purpose of advancement on a salary schedule, any teacher completing a semester regardless of the number of days contained in said semester shall be credited with advancement for salary scale purposes. The School District shall continue in its effort to schedule relatively equal semester periods as they have done in the past.

H. Substitution During Preparation Periods

1. (a) A professional employee who would accept assignments as a substitute teacher during his preparation period shall submit his/her name for entry on a list to be maintained by the Building Principal. Compensation for such substitution, when it occurs during the preparation period, shall be \$40 per coverage for years 2018-2019 and 2019-2020

(b) When no professional employee is available for assignment for said list, the School District may assign any teacher to said duty if said duty is required as a result of an unanticipated teacher absence. In the event a regularly scheduled teacher absence of one-half (1/2) day or less occurs, this clause shall not prohibit the deployment of non-teaching bargaining unit employees to act as substitutes.

(c) Teachers shall be assigned according to seniority by certification. If no properly certified teacher is available, then the assignment shall be made by seniority only.

2. The School District will follow the procedure documented below when the need for any substitution arises:

(a) Attempts will first be made to secure the services of a day to day substitute.

(b) Utilize volunteer bargaining unit members on preparation lists maintained by the building principal. Seniority by certification prevails.

(c) Utilize volunteer bargaining unit members from the preparation lists regardless of certification. Seniority prevails.

(d) If no volunteer professional employee is on the list, the principal will assign any available teacher on a preparation period by certification and seniority for any unanticipated teacher absence.

(e) If no teacher is available from the preparation period list, the principal may assign any available teacher by certification and seniority for any unanticipated teacher absence.

(f) Professional employees may refuse assignment if the substitute service is required as a result of an anticipated absence. After exhausting steps (a) – (e), above, non-teaching personnel may be deployed. Such individuals will be compensated only if the preparation period is taken. Building principals shall keep in mind that study hall, cafeteria duty, and hall duty are interchangeable and that no extra compensation is to be provided.

(g) In the event a day to day substitute is secured under step (a), above, that substitute shall follow the schedule of the teacher the substitute was secured to replace.

ARTICLE VI

SUPPLEMENTAL BENEFITS

A. Sick Leave.

1. Sick leave shall be cumulative without limitation at the rate of ten (10) days per year. Any or all sick leave accumulated may be taken in any one or more school years. A certificate from a physician certifying that the professional employee was unable to perform his duties to the School District during that period of illness shall be filed with the District Superintendent in all absences exceeding five (5) days before any payment is made for such leave. No salary shall be paid to any professional employee injured while engaged in any remunerative work unrelated to his/her school duties.

(a) The ten (10) days sick leave per year shall be earned at the rate of one (1) day for each month of the school year September through June. In the event sick leave days are used prior to their being earned and the employee fails to earn said sick leave days during the balance of the school year, then the School District shall have the right to deduct from any monies due the employee the cost for any sick leave days paid that were not earned in accordance with this paragraph. This paragraph is not intended to restrict the use of sick leave days prior to their being earned, but only requires reimbursement to the School District in the event more days are used than are earned during any given year. Proration shall occur only where the failure to earn sick leave is a result of termination of employment.

(b) The business office is to record sick leave time as accurately as possible during this school year which will reflect period by period absences. In other words, a teacher who becomes ill for two periods at the close of the school day will have 2/7th of a day deducted from the employees' sick leave entitlement.

At the end of the school year, in order to remove fractions, all sick leave entitlement will be rounded to the nearest one-half day or full day, whichever the case may be. A teacher who has not taken any days during this school year who has missed one period will continue to receive the entitlement of 10 full days at the close of the year. A teacher who was absent 3 periods will have a half-day deducted from his/her entitlement. In the elementary school 1/2 hour time blocks shall be used instead of periods. In the elementary school a 1/2 day shall be considered three hours and fifteen minutes.

2. Professional employees shall suffer no loss of pay for the first ten (10) days of absence from school on account of one of the following:

(a) Absence from school because of an in-school or school-related assault upon the professional employee which occurs while he/she is performing his duties and which results in a disabling physical injury conditioned upon the employee not being at fault in precipitating the injury;

(b) Absence from school because of one of the following childhood diseases which the professional employee incurs by exposure to affected students in the building to which he/she is assigned: chicken pox, diphtheria, German measles (Rubella), infantile paralysis, measles with rubella, mumps, scarlet fever, whooping cough, infectious hepatitis, meningitis, mononucleosis, lice and pinkeye;

(c) The School District may request a doctor's certificate to indicate the nature of the injury or illness and the necessity for the absence from school. (This clause relates only to paragraph 2 (a) and (b), above.)

(d) The Federation and the District agree that future incidents involving personal injuries to bargaining unit personnel while on duty on school premises which necessitates seeking immediate medical attention or evaluation shall result in no deduction from any leave category as to the day of incident only, and further provided that the injured employee submit within five (5) days from the date of the incident verification of treatment by a duly qualified health care provider (e.g. hospital or doctor).

B. Sick Leave Bank. All teachers shall have the option to become members of a Sick Leave Bank. Such membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the Business Office and the Federation President are notified otherwise within ten (10) days of the opening of classes in any successive school year. Effective with the 1987-1988 school year and continuing through the life of the Agreement, each teacher may surrender two (2) days into the Sick Leave Bank for use by members of the bargaining unit.

1. Use of days from this Bank shall be determined by a Union Review Committee consisting of five (5) members.

2. Request for use of days from this Bank for long-term disability shall be made in writing to the Review Committee which may grant or refuse such requests at its discretion.

3. The sole responsibility of the School District will be to transfer the designated days upon request.

4. The Federation shall hold harmless the School District from any claim, judgment, verdict or awards of any kind to bargaining unit members under this plan including but not limited to full reimbursement to the School District of any and all costs including attorney fees expended by the District as a result of claims made under this Provision.

A sick-leave bank for members of the professional employee's bargaining unit will be maintained by the Federation. This sick-leave bank is intended to provide paid leave to supplement the individual's personal accumulated sick-leave days when extended absence from duty occurs, due to the employee's illness or injury.

To be eligible for benefits of the sick-leave bank, a member of the bargaining unit must donate two (2) sick-leave days to the sick leave bank. The donation must be made within the first two (2) weeks of the beginning of the school year. The two-day requirement shall be reviewed annually.

The sick-leave bank will be administered by a Review Board consisting of five (5) members of the bargaining unit to be chosen as follows:

(a) The president of the Federation will, as soon as possible, appoint the chairperson of the sick-leave bank Review Board.

(b) The president will also appoint the four (4) other members of the Review Board in the following manner whenever possible:
2 elementary teachers
2 junior/high school teachers

(c) The term of the Review Board shall run concurrently with the term of the president.

(d) When vacancies occur on the Review Board, they shall be filled at the discretion of the president of the Federation.

(e) The chairperson of the Review Board will approve requests for sick-leave bank benefits unless extenuating or unusual circumstances require approval by the Review Board. The sick-leave-bank benefits will be administered according to the following guidelines:

5. How to Qualify for Sick-leave-bank Benefits. A report from a physician (recognized by the American Medical Association) is to be presented to the chairperson of the sick-leave bank. In the report, the doctor is to explain in detail the nature of the employee's illness or injury as well as give a prognosis for the length of time the employee might need to be excused from full-time duty. The Review Board shall have the right to consult another qualified physician in extenuating circumstances.

6. Types of Illness or Injury Included. The Federation sick bank is a voluntary sick-leave insurance plan that covers the following major medical disabilities:

- (a) Major surgery
- (b) Cardiovascular illness
- (c) Respiratory illness
- (d) Bone and nerve disorder that affects locomotion

- (e) Malignancies
- (f) Automobile accidents
- (g) Stroke

7. How to Apply for Sick-leave-bank Benefits. The employee needing additional sick leave benefits beyond the accumulated personal sick leave shall direct a letter to the chairperson of the Review Board, enclosing a medical report, explaining the nature of the illness or injury and setting forth the need for additional benefits. Unless extenuating circumstances are involved and/or the case must come up before the Review Board, the applicant should receive an answer within one week. It is advisable for the employee to take the initial steps during the waiting period of fifteen (15) days in order to avoid delays in processing papers for receipt of benefits. Periodic contacts by the Review Board may be made with the attending physician.

8. Use of Sick-Leave Bank Employees who qualify will use sick-leave bank days in the following manner:

(a) After being absent for fifteen (15) consecutive school days because of illness or accident, an employee will qualify for fifteen (15) days from the sick-leave bank. The days from the bank are to be used consecutively for the same illness or accident regardless of the number of sick-leave days the individual has left. The limit of fifteen (15) days shall be waived to nine (9) consecutive school days for a first-year teacher.

(b) After being absent for thirty (30) consecutive school days, the employee shall alternately use one (1) day from his sick-leave days and one (1) day from the sick-leave bank until all of his personal sick-leave days are exhausted.

(c) After using all of his personal sick leave for the same continuing absence under step (b) above, the employee may use days from the sick-leave bank for the duration of the absence to a maximum and one hundred eighty-one (181) days absence in any one (1) school year. The additional provision is that under no circumstances will more than one hundred (100) sick-leave bank days be given to an employee in any one year. A re-evaluation may be made by the Review Board after the employee has used thirty (30) days from the sick-leave bank. At that time the Review Board shall have the right to ask for a report from a second physician (recognized by the American Medical Association) at the employee's expense. The Review Board may decide at this point that the employee should return to work and, thus, may not be eligible to use the full one hundred (100) days. An employee using the maximum one hundred (100) days from the sick-leave bank shall not be eligible for additional sick-leave bank days until he has returned to work for the district for a period of sixty (60) calendar days.

9. Review Board. All unusual cases shall be reviewed by the Review Board for a final decision.

(a) The Review Board shall have the right to involve all persons as it may deem necessary to resolve certain specific cases.

(b) The Review Board may be convened at the request of the chairperson of the Review Board or the president of the Federation.

(c) Any member of the bargaining unit may petition either the President or chairperson to convene the Review Board to review a decision that may appear inequitable or unsatisfactory.

(d) The decision of the Review Board in all cases shall be final.

(e) The Review Board may request a physical exam from the doctor of the Board choice and at the expense of the sick-leave bank.

10. Extenuating Circumstances. Although guidelines are intended to define the framework of a particular program, extenuating, rare, or unusual circumstances may be involved. In such cases, the decision of the Review Board shall be final.

11. Termination of Benefits. Upon returning to employment, the employee shall notify the chairperson of the Review Board. If eligible sick-leave-bank days are exhausted before the individual returns to work, he/she shall be notified by the chairperson of the Review Board.

12. Unused Days. Unused sick-leave-bank days will accumulate from year to year for the employees in the bargaining unit.

C. Emergency Leave. Any professional employee covered by this agreement shall be granted one-half (1/2) day paid leave per year for non-recurring bona fide reasons which days shall not be charged against sick leave. The Superintendent shall maintain a list of approved reasons and shall publicize it in the faculty handbook.

1. One (1) hour of emergency time shall be deemed to be used when an employee is absent for any period of time of one (1) hour or less and each hour or portion of any hour thereafter.

2. Emergency time shall be docked in 1/4 hour increments when an employee is absent for some period of time at the beginning of the work day.

3. Emergency time must otherwise be taken as one-half (1/2) day leave.

In the event any employee exhausts his/her emergency time as set forth above, he/she will suffer a loss of pay proportional to any period of absence from the school or any period of absence where a substitute has been assigned, whichever is longer, regardless of the reason and/or will suffer other reasonable disciplinary action.

D. Personal Days. Each professional employee shall be entitled to three (3) days during the teaching year for personal reasons. The employee shall not be obligated to provide any reason to the School District for said leave, but shall be required to give at least one (1) weeks' notice of said leave to the appropriate building principal. The one week notice period may be waived under unusual circumstances at the School District's discretion. The School District shall be obligated to grant said personal leave request not to exceed three (3) employees on any one (1) day in each elementary building and six (6) professional employees teaching at the Carlynton Jr.-Sr. High School in grades seven through twelve. In the case of unusual circumstances, the School District may, at its discretion, permit more than three (3) people to be absent from any building.

1. The above use of personal days is limited as follows:

(a) Only two (2) teachers per building will be permitted to use personal days on work days adjacent to the following Holiday Vacations:

1. Thanksgiving
2. Christmas
3. Easter
4. Memorial Day

(b) No personal/emergency days will be used on the last student day and any teacher work days thereafter through the completion of the teacher's work year. It is agreed however, that special cases requiring the use of emergency/personal leave time on any of these days be approved by the Superintendent or the designee. The number of buildings for the purpose of administering this contract revision will be interpreted as four (4): Carnegie Elementary, Crafton Elementary, Carlynton Grades 7-8-9, and Carlynton Grades 10-11-12. During the last five (5) school days preceding the final student day, use of personal/emergency days will be limited to eight (8) total days per building.

2. Personal days may be accumulated from year to year to a maximum of five (5) days, or converted to sick leave at the option of the employee. There shall be no limit as to the number of the personal days that can be converted to sick leave. Once the election is made to convert unused personal days to sick leave, said election shall be irrevocable.

3. Eligibility for entitlement is contingent upon an employee providing a full year of teaching services. Personal days may be taken at any time. However, in the event an employee uses his/her personal leave time and fails to complete a full year of service, a pro rata adjustment will be made for the leave time

taken and not earned. Sabbatical leave shall be considered as a full year of service for purposes of the above calculation.

E. Death – Near Relative. Any professional employee covered by this agreement shall be granted one (1) day paid leave when absent because of the death of a near relative as defined by Section 1154 (c) of the Pennsylvania School Code.

*** Explanatory Note:** At the present time the School Code defines near relative as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

F. Death – Immediate Family. Any professional employee covered by this agreement shall be granted not in excess of five (5) days paid leave when absent because of the death in the immediate family of said professional employee as immediate family is defined in Section 1154 (b) of the Pennsylvania School Code. In addition to the code definition, grandchild shall be considered immediate family.

*** Explanatory Note:** Immediate family is defined as father, mother, sister, brother, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household or any person with whom the employee has made his/her home.

The explanatory notes are added for the convenience of the parties but are not part of the collective bargaining agreement.

G. Jury Duty and Witness Duty.

1. Jury Duty. A professional employee called for petit jury duty shall suffer no loss of pay as a result of said duty.

2. Witness Duty. A professional employee shall suffer no loss of pay when subpoenaed as a witness or a prospective witness in any legal proceeding.

The above provision shall be limited to a maximum of three (3) work days for any legal proceeding.

H. Maternity Leave

1. Pregnancy Disability Leave.

(a) While pregnancy results in the physical disability to perform work, it is a disability of general known onset and duration. Therefore, pregnant employees shall provide at least sixty (60) days prior notice of the date of the beginning of a pregnancy disability leave, unless all or part of such notice must be waived in the event the employee's physician certifies that said disability maternity leave must begin earlier for reasons of health. The sixty (60) days notice may be waived under unusual circumstances at the discretion of the School District.

(b) When pregnancy disability ceases, the employee shall return to work within fifteen (15) days unless the employee has opted to utilize the child rearing leave provisions set forth herein.

(c) Prior to the return of an employee from a pregnancy disability leave, the employee and the building administrator or central administrator shall discuss the employee's assignment, and return date, with the purpose of causing the least disruption to the students. The employee and the supervisor shall make every effort to attempt to avoid teaching changes during a semester.

(d) Prior to returning to work, the employee's physician shall certify the employee's ability to assume her responsibilities.

(e) If the employee is unable to return to work on the date arrived at by the employee and the supervisor, due to reasons of health related to her pregnancy as determined by her physician, then the employee and the supervisor will select a different return date, with the intention of causing the least possible disruption to the students.

2. Child Rearing Leave.

(a) An employee may be absent from duty for a specific period of time for child rearing or adoption purposes and still maintain employment status with the School District. Such leaves shall be granted on the following conditions:

(i) Child rearing leave shall begin at the beginning of the semester immediately following the birth of the child or the adoption of a child under the age of five (5) years or at the conclusion of the pregnancy disability leave;

(ii) The employee shall give at least sixty (60) days notice of the date of the beginning of the leave;

(iii) The employee shall choose a return date prior to the beginning of the child rearing leave. The employee may choose as a return date:

(1) the first day of the first semester beginning after the birth or adoption of the child, or

(2) the first day of the second semester beginning after the birth or adoption of the child, or

(3) the first day of the third semester beginning after the birth or adoption of the child, or

(4) the first day of the fourth semester beginning after the birth or adoption of the child, or

(5) the first day of the fifth semester beginning after the birth or adoption of the child.

(b) Sixty (60) days prior to the intended return from child rearing leave the employee will initiate a discussion with the building administrator or central administrator relative to a teaching assignment.

(c) Before the employee may return to work, her physician shall certify to the employee's ability to assume her work responsibilities.

(d) If the employee is unable to return to work on the date designated, the employee shall be entitled to select another return date from the return dates which were available to the employee when the employee made an initial selection of a return date. If a professional employee does not return to employment at the termination of a child rearing leave, employment with the School District shall terminate. Thereupon the employee shall be entitled to any payments due upon termination of employment.

(e) The position to be assumed upon return to employment shall be within the employee's area of certification.

(f) Benefits which shall be continued for a stipulated period of time: The employee may continue school group insurance, to the extent permitted under the applicable insurance policies, for the period of the child rearing leave by making monthly payment of the full premium cost of such insurance. Subject to the provisions of Article XII (C) dealing with continuation of premium liability, the School District shall have no obligation to pay for any insurance for such employee during such leave.

(g) **General Conditions:**

(i) No salary payment shall be made for the period of the leave.

(ii) Accumulated sick leave shall remain in force during the child rearing leave and be reinstated on the employee's return to service.

(iii) No sick leave shall be allowed to accumulate during the time of the child rearing leave.

(iv) No payments shall be made on behalf of the employee for social security coverage or to the Public School Employee's Retirement System.

(v) Full salary increment shall be allowed for

child rearing leave if the employee has been in service not less than ninety-five (95) days that year.

(h) If any situation develops whereby the pregnancy is terminated prior to a full term birth, the time limits concerning the child rearing leave and earlier return to service may be waived on the recommendation of the attending physician, in consultation with the designated school physician and school officials, to the School Board.

(i) Failure on the part of the employee to abide by the conditions of administering the maternity leave plan shall be reason for terminating the obligation by the Board of School Directors to grant or continue such leave.

(j) It is understood that the disability pregnancy leave (G-1 above) and the child rearing leave (this section) may overlap. For the disability pregnancy portions, the regular disability provisions shall apply.

I. Leaves for Study and Professional Purposes. The School District will consider applications for unpaid leaves of absence when submitted by professional employees. A leave of absence of up to two (2) school years may be granted for the purposes of participating on a full-time basis in (a) research fellowships or exchange teaching programs in other states, territories or countries, or (b) foreign or military teaching programs, or (c) the Peace Corps, Teacher Corps, or Job Corps, or (d) matriculation in a full-time program in an accredited institution for the pursuit of an advanced degree. An application will indicate the proposed duration of the absence, the reason for the proposed leave, and the professional employee's intention to return to the school system. The School District shall consider the reason for the leave and the effect on staffing needs. If the professional employee makes timely return to the school system, his position on the Salary Schedule shall reflect one (1) year of service for each year of leave taken pursuant to this paragraph.

1. Professional employees may be granted ordinary leave without pay in cases where the School District approves a request submitted by the professional employee. However, a leave of absence may not be granted to any professional employee seeking or obtaining gainful employment elsewhere, other than employment in a professional capacity which in the opinion of the School District will add to the professional stature and value to the School District of such professional employee. No professional employee shall be granted ordinary leave without pay unless he or she agrees to return to his or her employment for the term of not less than one school term or calendar year whichever is applicable, immediately following the termination of such leave.

2. If the professional employee taking ordinary leave without pay makes the necessary arrangements with the authorities of the Public School Employees' Retirement Fund, he/she shall be considered to be in regular full-time daily attendance for the right to continue membership in and make contributions to the Public School Employees' Retirement Fund.

3. A request for ordinary leave without pay shall specify the proposed duration, which shall be not less than one (1) school day and not more than three (3) months. A request to the building principal shall also indicate the reason for the proposed leave and the intention to return to the school system. Such a request should be on file at least two (2) weeks before the date of intended absence. Additional ordinary leave without pay may be granted at the sole discretion of the Superintendent and the notice required may be waived under unusual circumstances at the sole discretion of the School District.

4. The effect of the ordinary leave without pay on the professional employee's salary schedule position shall be determined by the provisions governing salary schedules. Among reasons which may be given for the leave are community, government, or social work, an anticipated medical procedure, or need for medical recuperation, and educational travel and social reasons.

5. Upon termination of a professional employee's ordinary leave without pay, the professional employee shall be returned to the same position in the same school or schools from which the professional employee was granted leave of absence. If such placement is not possible, placement shall be in the professional employee's area of certification. Continuation of fringe benefits shall be determined by the provisions of Article XIV(C) which govern continuation of coverage during leaves of absence.

J. Federation Leave.

(a) The School District shall provide the Federation with fifteen (15) days total days unpaid leave for Federation business in each contract year. The president of the Federation shall approve all leaves and notify the Superintendent within twenty-four (24) hours of said leave.

(b) During the term of the agreement, the School District shall provide a one (1) year unpaid leave to one federation member to serve on the Pennsylvania Federation of Teachers Staff or the American Federation of Teachers if requested.

K. Sabbatical Leave.

(a) Sabbatical leaves shall be granted in accordance with the Public School Code and School Board policy as amended, such amendments to School Board policy only being made in response to any legislative changes that might occur during the term of the contract.

(b) A part-time employee working at least a one-half schedule on a full-year basis shall be entitled to accrue the service time necessary for a sabbatical leave as if he/she were a full-time employee. A part-time employee who is granted a sabbatical leave shall be paid a pro-rated sabbatical leave salary consistent with his/her percentage of a full-time schedule.

L. On The Job Injury. Incidents involving personal injuries to bargaining unit personnel while on duty on school premises which necessitates seeking immediate medical attention or evaluation shall result in no deduction from any leave category as to the day of incident only and further provided that the injured employee submit within five (5) days from the date of the incident verification of treatment by a duly qualified health care provider (e. g. Hospital or Doctor).

ARTICLE VII NOTICE

Except as otherwise specifically provided for herein, any notice required by the terms of this Agreement shall be in writing.

If by the School District to the Federation:

President, Carlynton Federation of Teachers
P.O. Box 44146
Pittsburgh, Pennsylvania 15205

If by the Federation to the School District:

District Superintendent
Carlynton School District
435 King's Highway
Carnegie, Pennsylvania 15106

ARTICLE VIII NO STRIKE -NO LOCKOUT

A. Responsibility of Federation. During the term of this Agreement the Federation shall not call, engage in, encourage, induce, coerce, or condone a strike or picketing as those terms are used in Articles III, XI, and XII of Act No. 195.

B. Responsibility of School District. During the term of this Agreement the School District shall not institute a lockout.

ARTICLE IX TRANSFERS AND ASSIGNMENTS

A. Reassignment of Professional Employees. The Superintendent will keep a list of professional employees who would like to be considered when there occur opportunities for transfer to other assignments in the bargaining unit. Professional employees who wish to appear on this list shall make their desire known in writing to the Superintendent. The written notice may, if the professional employee desires, set forth the reasons for transfer, the school grade,

or position sought, and the professional employee's academic and other qualifications. In addition, some professional employees may be individually requested to indicate a willingness for consideration.

B. Course Schedules.

1. A tentative course schedule for the next school year shall be presented to each professional employee by June 1 of the current school year.

2. A professional employee who questions his schedule may meet with his building principal for the purpose of discussing the matter.

3. The Federation and School District agree that at the request of the Federation changes in tentative schedules shall be reviewed by the School District or a committee of the Board in a meet and discuss session at which time the principal involved and representatives of the Federation shall be present.

Any result of this meet and discuss session is not grievable or arbitrable.

4. Final schedules shall be given to the professional employees no later than the first in-service day of the new school year.

5. The foregoing shall not limit the right of the School District to make tentative and final assignments and to make changes when the need arises during the school year.

C. Master Schedules. A master schedule for each school will be furnished to each professional employee on the first day of school and updates provided to each teacher in October and February. Copies of all changes shall be forwarded to the Federation President.

D. Teaching Vacancies.

1. In the event of a vacancy occurring in a teaching position by reason of resignation, retirement, death, suspension, or creation of a new position, said initial vacancy shall be posted by the Superintendent with the approval of the Education Committee on the office bulletin board of each building, for a period of at least five (5) working days before the position is filled. Positions which have been opened due to any authorized unpaid leave become postings when they occur in conjunction with any vacancy as described above and in conjunction with furloughs. No positions shall be posted until the official date of the resignation (date accepted by the School Board), retirement (as per Article XVII), or creation of a new position is effective.

2. All tenured teachers, or non-tenured teachers who have five satisfactory ratings and who are expected to receive a sixth satisfactory rating and are expected to receive tenure at the end of the school year, having the necessary certification for the vacant position, will be permitted to submit an

application for the vacant position. Applications must be in written form and be received in the office of the Superintendent by 4:00 P.M. on the fifth working day that the position is posted. An application not timely received shall not be considered.

3. The vacant position shall be filled on the basis of seniority among the eligible applicants, as outlined in (2), above. The awarding of the position to an untenured teacher will be contingent upon that employee receiving tenure at the end of their third year.

4. This Article shall have no application where transfers are made as a result of suspension and/or realignment of professional employees pursuant to Section 1124 and 1125.1 of the School Code, in which event such tenure provisions of the School Code shall control. The Board shall not be required to award the position to the most senior applicant if doing so would necessitate the hiring of a new teacher or reinstating a furloughed teacher or furloughing a teacher, in which event the position shall be filled at the discretion of the Board.

5. An elementary teacher may not bid to a secondary vacancy unless the department in the secondary school is a department within the School District that the bidding teacher has taught in within the previous ten (10) years. Secondary teachers may not bid for a vacancy in the elementary school unless they have taught in the elementary school of the District within the previous ten (10) years.

6. This procedure shall apply only to the initial vacancies created by reason of resignation, retirement, unpaid leave as described, suspension, or creation of a new position.

E. Elementary Realignment. In the event realignment becomes necessary because a position is eliminated, the least senior teacher at the grade level of the position eliminated, based on seniority in the School District, will be moved for realignment purposes, provided that such movement does not constitute an inappropriate educational placement as determined by principal, teacher, and superintendent. If the movement does constitute an inappropriate educational placement, realignment will be completed at the discretion of the School District.

F. Ratings, Furloughing and Recall. The School District agrees to rate teachers as either satisfactory or unsatisfactory.

1. In the event the School District determines that it is necessary to reduce staff for any reason any such reduction will be made in accordance with the Public School Code of 1949 as amended. It is agreed, however, that when ratings are a factor to be considered in making such reduction only the rating of satisfactory or unsatisfactory shall be used to determine layoffs.

2. In the event of furloughing and recall, the School District agrees to realign its staff so as to furlough the employee with the least seniority as possible, and in the event of recall the School District agrees to realign as far as possible so as to return to work the employee with the most seniority.

G. Summer School Positions. Summer school teaching positions shall be filled with bargaining unit personnel if available and properly certified. Summer school assignments shall be offered to bargaining unit personnel by seniority.

H. Guidance Counselors and Psychologists-Summer Assignments

1. Guidance Counselors at the Jr. and Sr. High School shall work ten (10) days beyond the normal teaching year as assigned by the School District at their respective per diem rates.

2. In the event additional summer employment of guidance counselors is necessary the work will be assigned as follows:

(a) To the incumbent occupying the guidance position where summer work is required; or

(b) In the event there is no incumbent in said position, or no incumbent is available for summer assignment, the summer work shall be assigned by seniority.

I. Seniority. Seniority means the date of last hire in the School District.

ARTICLE X
PROCEDURES FOR CERTAIN PERSONNEL DATA

A. Personnel Files. For each professional employee there shall be not more than two (2) personnel files. One shall be located in the administrative office and the other in the building to which the professional employee is assigned.

B. Opportunity for Rebuttal. Any report from whatever source which shall be utilized in the evaluation of any professional employee shall be brought to the attention of the professional employee. If the report is in writing, the professional employee shall acknowledge that he/she has read it by affixing his/her signature on the copy to be deposited in his/her personnel file. The signature shall signify only that he/she has read the report and shall not signify agreement with its content. The professional employee shall also have an opportunity to make a written commentary on the report. The School District shall assure that the commentary is attached to the report when filed and that on the face of the report there appears a reference to the commentary.

C. Inspection of Personnel Files.

1. Upon request by the professional employee to the Building Principal/Superintendent, the professional employee, on proper

identification, will be permitted to examine the material in his/her personnel files, at a mutually agreeable time, in the presence of the Superintendent or his/her designee or the Building Principal.

2. There shall be no limit to the inspections that may be made during any school year except that such requests for review shall not be unreasonable. Items subject to inspection shall not include letters of reference received or provided by the School District. The professional employee may, at his/her option, be accompanied by a representative of the Federation.

D. Anonymous Communication. No anonymous communications shall be placed in the personnel file of any professional employee.

E. Observation Reports. No Observation report shall be referred to the administrative office of the School District until the professional employee has had at least one day to read it and has had an opportunity, if the professional employee promptly requests, to discuss it in a conference with the observer. The professional employee may also attach a commentary which shall remain with the report. Observation reports shall be prepared by the observer exclusively. These observations are to be made available only to those who have a need in their official capacity to know.

F. Privacy of Certain Records.

1. The School District will exercise due care to reduce the risk that the privacy of any teacher rating document or observation report is violated. There will be no permanent electronic files.

2. The professional employee who inspects his/her personnel file may make copies of items in the file other than letters of reference received or provided by the School District. The charge for reproduction shall be ten (10¢) cents per page. Willful dissemination of matters learned during the inspection of the copies so made shall be grounds for disciplinary action. The preceding shall not preclude the professional employee from revealing matters learned during the inspection to an authorized representative of the Federation or showing the copies to that representative.

G. Derogatory Material/Disciplinary Action Any teacher may call to the attention of the Superintendent or assistant superintendent or his immediate principal any derogatory material in his personnel file which is more than five (5) years old. Upon this information being called to the attention of the immediate supervisor, this material shall be removed by the supervisor from the file and destroyed. Records of disciplinary action taken by the School District against the teacher shall be maintained by the School District, however, as part of the permanent record of the teacher.

H. Summoning Procedure/Conference. When it is necessary to summon a unit member to the office of the Superintendent, the Office of

Personnel, or a Building Principal for a conference that could result in disciplinary action against a unit member, the following guidelines shall be observed:

1. Notification to all participants shall be in writing.
2. Scheduled date, unless an emergency is involved, shall be at least two (2) days following the employee's receipt of the summons.
3. The written summons shall include:
 - (a) Time, date and place of conference;
 - (b) Reason or reasons for conference;
 - (c) Name of all individuals who will be present, with an indication of copies sent to all participants.
4. A written summary will be sent to all participants summoned.
5. Written report shall also include careful identification of decisions reached.
6. Copy of written report shall be placed in the individual's personal file.
7. Whenever a teacher or unit member is required to report for an interview, to the above-mentioned offices, which may lead to disciplinary action, he shall be entitled to be accompanied by a representative of the Federation.
8. In the event the representative of the Federation chosen by the unit member to attend the hearing is not available because of teaching commitments or other assignments, the conference shall take place before or after school hours.
9. In the event that discipline is required to be imposed immediately to protect the safety, health or welfare of the student body or other employees, said discipline may be imposed without the necessity of following the above procedures.

ARTICLE XI

HOMEBOUND INSTRUCTIONS

- A. **Rate.** The compensation for homebound instruction shall be

2018-2019, 2019-2020	\$40.00/hour
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- B. **Seniority.** Professional employees interested in providing homebound instructions shall submit his name to the Building Principal by September 30 of each year or within thirty (30) days of the date of hire and assignments from

said list shall be made by seniority preference. Seniority means date of last hire in the district.

ARTICLE XII **INSURANCE**

A. Plans

1. For the duration of this contract, all employees will elect to be enrolled in either the Allegheny County School Health Insurance Consortium (ACSHIC) Standard PPO Plan or the ACSHIC Standard HMO Plan. Employees may switch between the Standard PPO Plan and Standard HMO Plan at any entry period, as provided by the ACSHIC.
2. Retired teachers who are currently enrolled in the indemnity plan may switch to the Standard PPO Plan offered by the ACSHIC at any entry period. Any retiree who switches from indemnity plan to the ACSHIC Standard PPO Plan may not switch back to the indemnity plan.
3. Effective July 1, 2001, all former Carlynton employees covered by the healthcare shall be required to pay the full PSERS reimbursable rate to the school district as a condition of continuation in the plans.
4. All employees receiving health care benefits will contribute to the cost of these benefits as follows, on a per pay basis (24 pays per year):

<u>Individual</u>	HMO /pay	PPO /pay
12-13	42.00	42.00
13-14	38.03	48.25
14-15	43.70	54.50
15-16	49.65	60.75
16-17	55.65	67.00
17-18	61.68	73.25
18-19	TBD	78.25
19-20	TBD	83.25

Individual PPO Contributions

Annual increase of \$5.00 per pay

Individual HMO Contribution

PPO Contribution - $[(\text{Cost of Individual Plan of PPO} - \text{Cost of Individual Plan HMO}) \times 60\% \div 24 \text{ pays}]$

$$\begin{aligned}
\text{So for the 13-14 year} &= \$48.25 - [(\$6,211.20 - \$5,802.36) \times 0.60 / 24] \\
&= \$48.25 - [\$10.22] \\
&= \$38.03
\end{aligned}$$

<u>All Other Plans</u>	HMO /pay	PPO /pay
12-13	48.00	48.00
13-14	41.27	60.50
14-15	TBD	73.00
15-16	TBD	85.50
16-17	TBD	98.00
17-18	TBD	110.50
18-19	TBD	123.50
19-20	TBD	136.50

All Other PPO Contributions

Annual increase of \$13.00 per pay

All Other Plans HMO Contribution

PPO Contribution - $[(\text{Cost of Family Plan of PPO} - \text{Cost of Family Plan HMO}) \times 40\% \div 24 \text{ pays}]$

$$\begin{aligned}
\text{So for the 13-14 year} &= \$60.50 - [(\$17,543.40 - \$16,389.84) \times 0.40 / 24] \\
&= \$60.50 - [\$19.23] \\
&= \$41.27
\end{aligned}$$

5. The District agrees to adopt an IRS Code Section 125 Plan to shield employee premium contributions from taxes, to the extent possible. Such a Plan shall be at no cost to the District and consistent with and subject to all applicable regulations as the same may be amended from time to time,

6. The major medical coverage for the current retirees in the indemnity plan shall be as provided by the Carlynton School District Plan.

7. Life insurance in the amount of thirty thousand (\$30,000) dollars for each professional employee shall be provided.

A professional employee shall have the option to purchase an equal amount of insurance through the District at his own expense for the entire term of this agreement.

8. The School District shall provide family and/or individual dental coverage (basic with all riders) and vision care as provided by the ACSHIC Standard PPO Plan.

B. Continuation of Coverage During Disability or Leave of Absence

The following limits apply except in those cases in which the rules of the carrier permit the professional employee to continue coverage by paying the cost himself and the professional employee makes the necessary arrangements for payment:

1. Occupational Disability. If a professional employee ceases work because of an occupational disability for which Pennsylvania Workers' Compensation is payable, coverage shall continue as long as such disability continues to the last day of the 12th month following the month in which the disability absence begins. If accumulated sick leave continues beyond the 12th month, coverage shall continue until the last day of the month in which sick leave is exhausted.

2. Non-Occupational Disability. If a professional employee ceases work because of a non-occupational disability, coverage shall continue as long as such disability continues up to the last day of the 12th month following the month in which the disability absence begins. If accumulated sick leave continues beyond the 12th month, coverage shall continue until the last day of the month in which sick leave is exhausted. The foregoing applies whether or not the professional employee uses a leave of absence on account of the disability.

3. Authorized Leaves of Absence. If a professional employee ceases to work because of an authorized leave of absence granted in accordance with Article VI of this agreement and said leave is a paid leave authorized by the School District, the School District shall continue in effect all fringe benefits as provided for in this agreement without cost to the employee, except as provided in Article XII(A)(4).

In the event an unpaid leave is granted to a member of the bargaining unit, the member of the bargaining unit shall have an opportunity to continue any benefits provided in this bargaining agreement provided that the member on unpaid leave shall be required to bear the full costs of any and all benefits so provided.

C. Health. The School District shall have the right to coordinate benefits under any insurance plan contributed to by the School District so that the employee shall receive the maximum benefit payable under any one plan and the School District shall be entitled to reimbursement to the extent any other plans are applicable.

D. Maintain Membership. All professional employees retired from the School District, who are no longer eligible to receive health, dental, or vision coverage paid for by the School District, will be afforded the right to maintain membership in all insurance plans provided by the School District to the extent that the carrier of said plan will permit the said conversion of benefits. The retiree shall bear the expense of all premiums for any insurance converted under this paragraph.

E. Liability Insurance. During the term of this Agreement the School District shall maintain in force Hartford Comprehensive General Liability Policy 40C425010 or an equivalent.

F. Changing Coverage The health insurance coverage provided under this agreement shall not be changed unilaterally by the School District during the term of this agreement.

G. Withdrawal From Insurance Program

1. Any teacher who withdraws from all of the insurance/fringe benefit packages (Hospitalization, Medical-Surgical, Major Medical, Dental, Prescription, and Vision) shall receive a benefit for each school year that the teacher does not participate in the aforesaid insurance program through the School District. The benefit is equal to the premium paid by the School District for individual coverage less the contribution that would have been made by the individual for their coverage.

Example: 2006-2007 premium - contribution = benefit
\$4998 - \$428 = \$4570

a) To receive the benefit cited in this subsection the employee can not be covered by any plan paid for by the School District. (For example, an employee who opts out as an individual can not then be covered through a parent or spouse who is covered through the District.)

b) The School District may elect to provide the Consortium coverage provided in the Agreement in the manner least costly to the District. (For example, coverage as two Individuals is cheaper than coverage as Husband and Wife.) The employee will only be required to pay the least costly contribution. (For example, the contribution for Husband and Wife coverage is cheaper than the contribution for two Individual coverages.)

2. The teacher withdrawing from the insurance program must notify the school district in writing that he or she is withdrawing from the insurance program effective immediately and must direct the School District to immediately cancel his or her insurance with the School District insurance carrier. Such written notice must be submitted on a form supplied by the School District available in the office of the School District business manager, and delivered to that office, signed by the teacher.

3. The monetary benefit provided for herein shall be paid in September of each year that the teacher does not participate in that program as evidenced by his or her written notice of withdrawal of such insurance.

4. The teacher may rejoin the insurance program at any time by written notice delivered to the office of the business manager directing that the teacher be enrolled in the School District insurance program, in which case

coverage shall be effective the first of the month following the month that the teacher delivers the written notice to rejoin the School District insurance program. Such written notice shall be on forms supplied by the School District, available in the office of the business manager and delivered to that office, signed by the teacher.

5. If a teacher withdraws from the insurance program after July 1 (commencement of the school year), or if the employee, having withdrawn from the insurance program, rejoins the program during the school year, or if the employee, having withdrawn from the insurance program, is subsequently granted a leave for which they would not be entitled to receive the insurance benefits, or if a teacher otherwise fails to remain out of the insurance program for less than a full year in any school year, then the annual benefit for that school year shall be pro-rated on a daily basis, the dates of participation, non-participation, or non-entitlement, being determined by the date of delivery to the office of the business manager of the written notices provided for in paragraphs (B) and (D) above. If, as a result of such pro-ration, a teacher is required to reimburse the school district, the amount of reimbursement may be deducted by the School District from the teacher's subsequent pay, but installments no greater than Four Hundred (\$400.00) Dollars per pay.

ARTICLE XIII **DISCLOSURE TO FEDERATION**

A. **Personnel.** No later than October 1 of each year, the School District will supply the Federation a complete roster of professional employees, which shall indicate in each case name, address, building assignment, and, where applicable, absence on sabbatical leave or other leave of extended duration.

As long as the School District continues to publish the directory containing this information, it may fulfill this requirement by delivering to the Federation prior to October 1 copies of the rough sheets prepared by the School District for use of the directory printer. Thereafter, in the months of December, February, April, June and August, the School District shall deliver a listing indicating only additions to and withdrawals from the foregoing list of professional employees and changes in building assignments.

B. **Board Minutes.** The School District shall mail one copy of the minutes of public meetings of the Board of School Directors to the Federation President.

C. **Relevant Information.** The School District shall make available to the Federation upon its request such information as may be relevant to negotiations or reasonably necessary for the proper enforcement of this Agreement. The School District shall not be required to originate or compile the information, but the information shall be furnished in the form in which it is readily available. Confidential material will not be furnished.

D. **Bulletins.** A copy of any notice, directive, posting or bulletin which is addressed to professional employees and which relates to wages, hours or

working conditions of professionals shall simultaneously be sent to the Federation President.

ARTICLE XIV **SUPPLEMENTAL CONTRACTS**

A. Institution of Contracts. The number, description and recipients of supplemental contracts shall remain the prerogative of the School Board. However, no professional employee covered by this Agreement shall be required to accept any supplemental contract as a condition of employment in any other position within the School District.

B. Rates. There appears in Appendix "B" a list of supplemental contracts which the School District presently expects, but is not obligated, to fill.

C. Vacancies in Supplemental Contracts. When the School District does not intend to fill a supplementary contract with the previous incumbent, the School District shall display notice of the vacancy in all buildings. Professional employees should file their applications within five (5) school days after the displaying begins, for the School District need not consider applications received after five (5) school days. The foregoing shall be for the purpose of publicizing vacancies and shall not limit the School District as to persons to be considered or as to final selection.

One position in the instrumental-vocal music department will have the responsibility of band director as part of the job requirement. (See Article XV 4b)

D. Consideration shall be given to all applicants for supplemental contracts regardless of building assignments.

E. Assistance at Athletic Events. When a position has traditionally been filled by bargaining unit personnel, the School District shall continue to make first offer of the position to bargaining unit personnel. Assignments shall be based on seniority. The seniority list as approved will prevail.

1. Procedure for filling positions:

(a) All bargaining unit personnel interested in filling a position to serve as an assistant at an athletic event shall submit their name to the building principal on a form prepared by the School District between April 1 and May 15 of each year in order to be eligible for assignment for the subsequent school year.

(b) A master list of all bargaining unit personnel who submitted their names to fill positions, shall be ranked in order of seniority from highest to lowest by the School District.

(c) Before an applicant volunteers for a position,

he/she must have working knowledge of the position to be filled. The School District shall not establish a training program for inexperienced applicants.

(d) On the last in-service day/school day/clerical day of the school year, each applicant shall be required to meet in the Carlynton Junior/Senior High School cafeteria to determine which single assignment he/she wishes to fill. Should an applicant be absent, he/she may designate a substitute to represent him/her at the meeting. This designation must be made in writing and be signed by the professional employee. Failure of the applicant or substitute to be present shall forfeit the applicant's position on the seniority list at the time the assignments are announced.

(e) Anyone who satisfactorily held a position at the end of the year will be offered the same position the next year.

(f) Any open positions shall first be offered to qualified Federation members by seniority at the rate listed in (n)(2), below.

(g) All open positions not filled by Federation members shall be offered to qualified School District contract employees at the rates listed in (n)(2), below.

(h) In the event that a position is not filled by a School District contract employee, the position may be filled at the School District's discretion not to exceed the rates listed in (n)(2), below.

(i) During the assignment of positions, no applicant will be permitted to fill more than one position until each applicant present has had an opportunity to fill all remaining positions. Assignment of a second position to any applicant will continue at the same meeting by returning to the top of the seniority list and proceeding through the list again.

(j) Once an assignment has been made, the applicant shall remain in that position for the entire season at both away and home games, if necessary, through all tournaments and special events, without the necessity for reassignment.

(k) In the event a resignation occurs, the position will be filled by the School District by referring to the seniority list. If the seniority list has been exhausted, the School District shall have sole discretion in filling the position.

(l) Prior to an event, should an employee be unable to work the scheduled event, he/she shall be required to provide for a substitute by referring to the seniority list and drawing from that list. Should the employee be unable to obtain a substitute from the list, he/she shall notify the Athletic Director who will be responsible for obtaining any individual at his discretion to serve as a substitute.

(m) In no event shall any employee be entitled to

receive more than the pay for one (1) event when one (1) or more events are scheduled simultaneously.

(n) No employee shall be assigned for more than one (1) event when events are scheduled simultaneously.

2. Combined Varsity and Junior Varsity Events:

(The following rates compensate for continuous service at combined varsity and junior varsity events.)

Positions, S.H.S.

Cameraman	\$28.00
Reserved Seat Monitor	\$28.00
Scoreboard Monitor	\$30.00
Scorebook Keeper	\$28.00
Ticket Seller	\$30.00
Ticket Takers	\$28.00
Tournament Chair	\$240.00
Track/Field Aides	\$28.00
Downs Marker	\$28.00
Test Proctors	\$28.00
Miscellaneous	\$28.00

Positions J.H.S.

Scoreboard Monitor	\$23.00
Scoreboard Keeper	\$22.00
Tournament Chair	\$170.00
Downs Marker	\$22.00
Miscellaneous	\$22.00

F. New Positions In the event new compensated positions are created during the life of this contract, representatives of the School District shall meet with representatives of the Federation to negotiate appropriate rates.

G. Time of Payment. Payment for supplemental contracts shall be at the following times:

1. Coaching Activities:

- (a)** Fall Sports -not later than November 25th
- (b)** Winter Sports -not later than March 25th
- (c)** Spring Sports -not later than June 25

2. Non-Coaching Activities: Payment will be made no later than the last day of school. Professional employees who conclude their activities during the school year will be paid on the 25th of the month immediately following completion of their responsibilities. Employees with supplementary

contracts requiring services over the full school year will receive one-half (1/2) payment on the 25th of the month immediately following the first semester. The remaining one-half (1/2) payment will be received no later than the last day of school.

H. The positions enumerated in (E) (2), above shall not be filled by Federation members during the annual Christmas basketball tournament or the Jr. High wrestling tournament.

ARTICLE XV

TEACHING YEAR AND TEACHING DAY

A. Teaching Year. The teaching year consists of the Contract Days defined in Article V, which shall not exceed 191 days in any of the five (5) school years falling within the term of this Agreement. The preceding does not affect contracts of employment and supplemental contracts calling for work at times outside the teaching year or prior to or following the academic school year.

B. Teaching Day.

1. The elapsed on-duty time during the week shall not exceed 35 hours, 50 minutes except in an emergency.

(a) Each teaching day shall be 7 hours, 10 minutes in length, except in an emergency.

(b) No less than the first twenty-five (25) minutes of each teaching day shall be non-instructional and will be considered accessible time. This time is made available to the teachers to be accessible to students and the following:

(i) Parent Teacher Conferences – Meeting times shall be available during the first 25 minutes of the work day (7:00-7:25 or 8:00-8:25) or during the first 25 minutes following the end of the work day (2:10-2:35 or 3:10-3:35)/ In the event meetings are mutually agreed to and scheduled during the 25 minutes following the end of the school day, the teacher will send an email to their principal notifying them of the meeting and with whom it will be. The teacher will then report to school 25 minutes later (7:25 or 8:25) than their normal start time the next working day. Additionally, no teacher can be required to meet with the same parent/guardian more than twice for

the same student in one calendar month regardless of what time the meetings have occurred.

(ii) IEP/Principal meetings – during this time no teacher can be required to attend more than four IEP or Principal meetings in one calendar month.

(c) This time is not for faculty or department meetings.
(See subsection (2), below.)

2. Exclusive of the above listed times in item 1, each employee shall be required to attend up to two (2) additional monthly building, department or group meetings if necessary, with each meeting not to exceed thirty (30) minutes in length. These meetings will be scheduled on Wednesday. Additional meetings may be held in case of an emergency.

3. Work in excess of the maximum in any week or in excess of the maximum in any day shall be voluntary with the professional employee and shall not be compensated.

4. (a) For nurses, counselors, librarians and the home and school visitor the 35 hours, 50-minute week shall be in effect.

(b) One position in the instrumental-vocal music department full or half-time at the discretion of the School District shall also have the responsibility of band director as part of the job requirement. The compensation for the position of band director shall be paid as part of the teachers' regular salary. The amount of compensation over and above the teachers' base rate shall be negotiated as part of Appendix "B" "Supplemental Contracts" for convenience. No teacher hired prior to June 30, 1987, shall be required to accept this position.

5. The foregoing does not limit the ability of the School District to alter the beginning and ending times of the Teaching Day and to schedule meetings during the Teaching Day.

C. Settlement As To Teaching Periods Per Day.

1. This section is applicable only to the School District High School and Junior High School:

(a) Teachers working in the senior high school and the junior high school shall be assigned to five (5) teaching periods, one (1) preparation period, and one (1) assigned period per day.

(b) Teachers in particular programs wherein a single class requires the assigning of multiple periods may exceed the five teaching periods per day without additional compensation. The District shall, however, be required to provide no more than 25 teaching periods per week for those affected teachers. A preparation period will be provided each day.

2. Sixth Period Assignment. The District may schedule six teaching periods up to the following number of teachers per department:

- (a)** English/Reading, Social Studies, Science, and Math (two in each department)
- (b)** Foreign Language (if there are four or more teachers in the foreign language department, the number of teachers will increase to two)
- (c)** Music/Art (one)
- (d)** Business Education, Home Economics, Industrial Art (one)
- (e)** Physical Education (one)
- (f)** The Gifted teacher shall be included in his/her alternative certification for rotation of the sixth period.
- (g)** Life Skills Teacher – See Memorandum of Understanding
- (h)** The Counselors and Librarian shall have six periods except for the year they are assigned to cafeteria duty.
- (i)** There shall be no additional pay for teaching a sixth period, however, this additional teaching period shall replace a duty period for that year.
- (j)** The sixth period shall be rotated by inverse seniority within the departments.
- (k)** All efforts shall be made to balance class loads (maximums) between the teachers teaching five and the teachers teaching six periods.
- (l)** In no event will these additional teaching schedules per department cause furloughs or demotions.

3. **(a)** The School District and the Federation agree that assigning a bargaining unit employee to supervise students during the audio and video production of daily announcements is a homeroom assignment.

(b) The following are the only duties Jr/Sr High School employees may be assigned: cafeteria, hall duty, study hall, library coverage and computer room coverage. Teachers may volunteer to be on the SAP team. Teachers on the SAP team must be trained on the SAP model. Training will be at the expense of the School District. The duty of SAP will be in lieu of hall duty, study hall, library, or computer duties. Teachers are to perform cafeteria duty as the rotation demands.

D. Bus Duty.

1. Rotation of bus duty shall be in effect in the senior/junior high school.

2. In the senior/junior high school building, professional employees assigned to the rotation shall be those who do not have homerooms and the School District shall so plan the bus duty assignments that frequency of assignment among the professional employees of a building shall be as equal as practicable over the school year.

3. Each of the periods of bus duty occurring on any day shall be ten (10) minutes in length and shall not include lavatory duty.

E. Open House. The School District shall schedule an open house of three (3) hours duration as one of the in-service days provided for in this contract. Open house will continue to be held under the procedures used in 2000-01 school year.

F. Lunchtime Duties.

1. Elementary teachers shall not be required to provide lunchtime playground or lunch duty. In the event of an emergency, the School District may assign elementary teachers to the above duties and compensate them at their per diem rate.

2. Secondary teachers shall provide cafeteria supervision as required. No such assignment shall exceed thirty (30) minutes in length and shall be in lieu of another duty period. Assignments to cafeteria duty shall be rotated yearly among the staff to the extent that scheduling permits.

G. Homeroom Assignments. Homeroom assignments shall be rotated on a yearly basis at the secondary level among all bargaining unit personnel except nurses, guidance counselors, librarians, and itinerant personnel.

H. Leaving Building. A professional employee may leave his assigned building during his regularly scheduled duty free lunch period.

I. Signing Out. A professional employee shall not be required to sign out from his assigned building at the end of a regular working day, except when the last period of the day is a preparation period.

J. Materials/Supplies. The School District shall maintain a supply of materials necessary for employees to operate copy machines located in the designated work areas. Materials are to be available in the designated work areas.

K. Lesson Plans. All lesson plans for the week must be submitted to the employees' respective building by the first working day of that week. Well written lesson plans shall include the following:

1. An objective (behaviorally written where possible).
2. A procedure to follow in teaching the lesson (outline of events).
3. Activities to be done (games, debates, films).
4. Materials to be used and the location of the materials
5. Assignments to be given.

L. Grade Reporting. Teachers will be notified a minimum of two weeks prior to the planned export dates of grades from eSchool Plus for each midpoint and nine/week/midterm/final exam report period. The teacher is responsible to have the grades prepared and for exporting eight (8) times per year, with the exception of teachers who may teach mixed grade levels that include seniors. Those teachers will potentially have an additional date provided to export grades for seniors resulting in nine (9) exports for them. The District is responsible for the production of a .PDF document to be displayed in eSchool Plus for parental review. This document is to be a .PDF file of the report feature – Student Detail Report or as a percentage like the current report card. It is the District's responsibility to provide parents the access to this .PDF document through eSchool Plus. Additionally, at no time will there be a "live" accessibility to the teacher's electronic gradebook. If the District wishes to change grading software, the change will need to be negotiated with the Federation.

M. Detention Assignment. Teachers shall not regularly be assigned to detention halls.

N. Hall Duty/Lavatory Duty. Hall duty monitors as part of their responsibility shall be required to enforce school policy in all lavatories. The School District shall rigorously enforce the student discipline policy for all infractions of school rules reported by any teacher on lavatory duty.

O. Attendance Register. Professional employees shall be required to keep attendance in their homerooms to complete absentee slips and forward same along with appropriate excuses to the principal's office on a daily basis. Professional employee shall also be responsible for placing on the attendance register the name, address and other appropriate information at the beginning of the school year of each student in said homeroom. The professional employee shall not be responsible for completing any other portion of the state attendance register.

P. Rotation of Teaching Assignments. The School District shall rotate teaching assignments in the elementary school at each grade level among the available teachers by homogeneous level. Any classroom teacher on leave shall

continue in rotation even though she did not actually take place in the rotation for the year during the professional employee's leave.

Q. Special Class Assignments. Within the confines of scheduling limitations, the School District will make a conscious effort to schedule one special class assignment period for each of the school days in the elementary grades. No more than three (3) teachers in each elementary building may be excluded from such scheduling in any one school year. The three (3) aforementioned exceptions shall be rotated among the members of the teaching staff in each building.

R. Split Shift. No teacher shall be required to work a split shift nor shall work be assigned over two (2) shifts. An employee may elect to work spread over two (2) shifts.

S. Emergency Closing. Professional personnel shall not be required to report to any building or remain in any building closed due to an emergency. In the event any such day is not approved by the State as an instructional day, the teachers shall provide the additional instruction day without cost to the School District.

T. New Teacher Orientation. Teachers, who are new to the School District, will be required to attend a one day orientation planned and operated by an administrator. The Federation must be invited to participate and the new teacher's mentor must also attend.

ARTICLE XVI

PART-TIME PROFESSIONAL EMPLOYEES

A. Half-time Position. The School District shall have the right to create half-time positions for professional employees as the need may arise from time to time within the School District. The School District will be able to have no more than six (6) half-time positions filled at any one time.

1. Half-time positions shall be defined and limited to positions consisting of fifteen (15) hours and twenty-five (25) minutes per week duration with no lunch time provided. The teaching day shall last three (3) hours and five (5) minutes in length, except in an emergency.

2. The teaching schedule shall consist of twelve (12) teaching periods per week and the balance of time shall be designated as preparation and assigned time. Preparation time will be one-half (1/2) of the preparation time granted to full-time employees.

3. The scheduling of fifteen (15) hours and twenty-five (25) minutes during the work week shall be at the discretion of the School District except that all teaching time scheduled in any day shall be consecutive.

4. The School District shall schedule consecutive teaching time either at the beginning or the end of the school day.

5. The School District shall not schedule fewer than two (2) periods per any teaching day.

6. Homeroom duty and bus duty will be performed by the half-time professional employee if said duty assignments are within the regular rotation previously assigned to said professional employee and depending upon whether the professional employee is available in the morning or afternoon sessions.

7. The School District agrees that when any properly certified professional employee is performing half-time service under this paragraph the School District shall not be permitted to assign a sixth period to full-time employee in the teaching area of certification of the half-time professional employee as provided for in Article XV(C), page 45, of the Agreement.

B. Salaries and Benefits.

1. A professional employee assigned a half-time schedule shall receive one-half (1/2) of the salary provided for on the appropriate step on the salary schedule for the professional employee so assigned. Half-time employees shall receive the Individual coverage under the health, dental, and welfare plan as provided for in the labor contract of full-time employees.

a) If eligible under the ACSHIC, a half-time employee may obtain another level of coverage, other than Individual, provided he/she pays the difference between the School District's rates for the applicable coverage. Regardless of the level of coverage chosen, any half-time employee receiving health care benefits will contribute to the cost of these benefits at the Individual coverage level.

b) This will apply to any half-time employee hired after July 1, 2007. All employees hired prior to this date will be grandfathered in and receive full-time coverage.

2. The half-time professional employee shall have a right to bid on supplemental contracts in the same fashion as full-time employees.

3. One year of half time service with the School District shall count as one year full service for the purposes of advancement from the salary schedule.

C. Seniority. For the purposes of seniority a year of half-time service shall be credited as a full year of seniority.

D. Sabbatical Leave. A year of half-time service will be credited as a year of full service for the purposes of computing eligibility for sabbatical leave. A professional employee requesting sabbatical leave who has

been teaching a half-time schedule shall be paid one-half (½) of the half-time rate for said leave.

E. Personal Days and Sick Leave. Personal days and sick leave shall be converted from full days to half days and accumulated as half days.

F. Supplemental Unemployment Benefits.

1. Acceptance of half-time assignments is voluntary. Half-time positions shall be considered new positions which the employee may or may not choose to bid. Professional employees shall be treated for all purposes as furloughed employees in the event the employee involved chooses not to bid on the new half-time position. In that event, the employee shall be entitled to full supplementary unemployment benefits as provided for in the labor contract.

2. If the employee chooses to accept the one half-time position, they will be eligible for no supplemental unemployment benefit as long as they perform in the half-time capacity. In the event the half-time employee is subsequently furloughed from the half-time position, they will be entitled to full supplementary unemployment benefits otherwise available to them under the labor contract.

ARTICLE XVII
EARLY RETIREMENT INCENTIVE PLAN

A. Eligibility

1. The Incentive Plan is available to all staff who have or will have qualified for normal, early, or "Governor's Window" retirement. Early retirement withdrawal shall mean an employee who has attained the age of 55 years and has at least 25 years of service.

2. To be eligible for this early retirement incentive program an employee must retire no later than the first time the employee is eligible under any of the following superannuation options:

- *62 years of age
- *60 years of age + 30 years service
- *35 years of service

If an employee reaches these requirements during the year, he/she will be allowed to finish the year.

B. Procedure

1. The applicant has submitted a letter of retirement and it has been accepted by the School Board.

2. The applicant will, during the fiscal year of his/her retirement, have completed at least 15 years of continuous full-time employment in the Pennsylvania Retirement System as a professional employee of the School District staff. For the purpose of computing the period of an applicant's continuous full-time employment, it shall be determined as per the credited years of service as recorded by the retirement system.

3. The applicant is not eligible for Permanent Disability Retirement.

4. Eligible employees must actually retire pursuant to the Public School Employees Retirement System prior to the end of the fiscal year of application in order to receive benefits under this plan.

5. Personnel wishing to retire at the conclusion of a school year must submit a letter of tentative retirement to the School District no later than March 1 preceding the commencement of the next year. Persons submitting this

letter have until 4:00 p.m. May 1 of that year to rescind the letter or the retirement is considered official as of May 1. In the event there is no contract in place for the following July 1 the person has the right to rescind until 4:00 p.m. of the last day of the school year.

6. Personnel wishing to retire during the school year must submit a letter of retirement no less than ninety (90) days prior to their retirement date. The School District in its discretion may waive the ninety (90) days notice required.

C. Benefits.

The employee shall retain the same coverage as per time of retirement or lesser coverage when applicable. Coverage shall never be greater than in effect at time of retirement.

1. Health Insurance Coverage.

(a) During the period between retirement and either attaining age sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, whichever occurs first, the retired employee and his/her family (if applicable) will, at the expense of the School District, be covered in the ACSHIC Standard PPO Plan only, as provided under this Agreement.

(b) Effective July 1, 2001, all former Carlynton employees covered by the healthcare shall be required to pay the full PSERS reimbursable rate to the School District as a condition of continuation in the plans.

(c) The plans for retirees will be the same plans as for active teachers.

2. Dental, Vision, and Prescription Coverage. The retired employee and his/her family (if applicable), will, at the expense of the School District, receive dental (basic with all riders) and vision coverage as provided by the ACSHIC Standard PPO Plan to the age of sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, whichever occurs first.

3. Insurance. A Two Thousand (\$2,000) Dollar life insurance policy shall be retained for the retiree at the expense of the School District and remain in effect until age sixty five (65). Retirement for the purpose of this clause means receipt of benefits from the Pennsylvania State Retirement Fund at the time of severance from District employment.

4. Monetary Incentives. Upon retirement, teachers may receive a maximum of Twenty-Five Thousand (\$25,000) Dollars based on their use of the tuition reimbursement plan and the number of years prior to superannuation that they retire.

(a) Retirement Incentive and the Use of Option Two Tuition Reimbursement. (Article XXI, F.3) Teachers eligible to retire under this Article shall receive a Twenty-Five Thousand (\$25,000) Dollar retirement incentive payment which is to be reduced by the life time total of all Option Two tuition reimbursements received by that teacher. If a teacher chooses not to use his/her Option Two tuition reimbursement benefit, he/she will receive the maximum payment of Twenty-Five Thousand (\$25,000) Dollars upon retirement.

(b) Pre-Superannuation Incentive. In addition to the Retirement Incentive, as provided above, teachers eligible to retire under this Article shall receive a Five Thousand (\$5,000) Dollar incentive payment for every year they retire prior to superannuation.

(c) Where the total of the Retirement Incentive and the Pre-Superannuation Incentive exceeds Twenty-Five Thousand (\$25,000) Dollars, the teacher shall receive a total payment for both incentives of Twenty Five Thousand (\$25,000) Dollars.

Example A – Teacher has received a life time total of \$12,000 in Option Two tuition reimbursement and retires one (1) year prior to superannuation. Upon retirement, he/she would receive \$13,000 in Retirement Incentive plus \$5,000 in Pre-Superannuation Incentive for going one (1) year early for a total of \$18,000.

Example B – Teacher has received a life time total of \$12,000 in Option Two tuition reimbursement and retires two years prior to superannuation. Upon retirement, he/she would receive \$13,000 in Retirement Incentive plus \$10,000 in Pre-Superannuation Incentive for going two years early for a total of \$23,000.

Example C – Teacher has received a life time total of \$12,000 in Option Two tuition reimbursement and retires three years prior to

superannuation. While he/she would be eligible to receive \$13,000 in Retirement Incentive plus \$15,000 in Pre-Superannuation Incentive for going three years early, the payment of the total of these two incentives is capped at \$25,000. In this example, the teacher would receive \$25,000 upon retirement.

5. Sick Leave.

Fifty (\$50.00) Dollars for each unused sick day.

6. Service.

Twenty (\$20.00) Dollars per year of School District service.

7. Death. If the retiree dies at any time after retirement, all payment of the above benefits are not subject to continuation to his/her heirs. All payments are discontinued at death except for (8) below. The survivor may remain in the plans at their expense.

8. Retirement Payment

The District shall make a non-elective district contribution for severance and/or other retirement payments to the retiree's 403(b) retirement account in the amounts as set forth in the collective bargaining agreement.

The retiree shall receive no cash option. Should the retiree die prior to receiving all the 403(b) retirement payments due, the employer shall make the maximum payment allowed by the IRS to the retiree's 403(b) plan.

If the retiree's contribution causes the retiree's account to exceed the Section 415(c) contribution limitation for the year, any excess over the limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to the employee has been contributed as non-elective employer contributions. The district shall make no contributions under this provision in any calendar year that begins after the fifth year following the year in which the employee's severance of service from the district occurs.

For administrative convenience, all employer contributions in the 403(b) accounts under this agreement shall be deposited into qualified 403(b) accounts established for each eligible employee with a vendor approved by the district. The vendor shall be responsible for administering the program. The district will work in conjunction with the retiree and said vendor in the setting up of the 403(b) accounts.

ARTICLE XVIII
RETIREMENT/SEVERANCE

The following benefits shall continue in effect for those people eligible under Article XVII(A) and (C) and not retiring when originally eligible under that plan. The employee shall retain the same coverage as per time of retirement or lesser

coverage when applicable. Coverage shall never be greater than in effect at time of retirement.

A. Health Insurance Coverage.

1. During the period between retirement and either attaining age sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, whichever occurs first, the retired employee and his family (if applicable) will, at the expense of the District, be covered in the ACSHIC Standard PPO Plan only, as provided under this Agreement.

2. Effective July 1, 2001, all former Carlynton employees covered by the healthcare shall be required to pay the full PSERS reimbursable rate to the School District as a condition of continuation in the plans.

3. The plans for retirees will be the same plans as for active teachers.

B. Dental, Vision, and Prescription Coverage. The retired employee and his family (if applicable), will, at the expense of the School District, receive dental (basic with all riders) and vision coverage as provided by the ACSHIC Standard PPO Plan to the age of sixty-five (65) or becoming eligible to receive Medicare and/or Medicaid benefits, whichever occurs first.

C. Insurance. A Two Thousand (\$2,000) Dollar life insurance policy shall be retained for the retiree at the expense of the School District and remain in effect until age sixty-five (65). Retirement for the purpose of this clause means receipt of benefits from the Pennsylvania State Retirement Fund at the time of severance from District employment.

D. Sick Leave

RETIREMENT YEARS AFTER ORIGINAL ELIGIBILITY:

one year	-\$50.00 x unused sick days x 1.00
two years	-\$50.00 x unused sick days x .90
three years	-\$50.00 x unused sick days x .80
four years	-\$50.00 x unused sick days x .70
five years	-\$50.00 x unused sick days x .60
six years	-\$50.00 x unused sick days x .50
seven years	-\$50.00 x unused sick days x .40
eight years	-\$50.00 x unused sick days x .30
nine years	-\$50.00 x unused sick days x .20
ten years	-\$50.00 x unused sick days x .10
after ten years	-no benefits

E. Service. Twenty (\$20.00) Dollars per year of School District Service.

F. Death. If the retiree dies at any time after retirement, all payment of the above benefits are not subject to continuation to his/her heirs. All payments are discontinued at death except for (G), below. The survivor may remain in the plans at their expense.

G. Retirement Payment The District shall make a non-elective district contribution for severance and/or other retirement payments to the retiree's 403(b) retirement account in the amounts as set forth in the collective bargaining agreement.

The retiree shall receive no cash option. Should the retiree die prior to receiving all the 403(b) retirement payments due, the employer shall make the maximum payment allowed by the IRS to the retiree's 403(b) plan.

If the retiree's contribution causes the retiree's account to exceed the Section 415(c) contribution limitation for the year, any excess over the limit shall be contributed to the former employee's 403(b) account in the next tax year, and in each subsequent tax year until the full amount due to the employee has been contributed as non-elective employer contributions. The district shall make no contributions under this provision in any calendar year that begins after the fifth year following the year in which the employee's severance of service from the district occurs.

For administrative convenience, all employer contributions in the 403(b) accounts under this agreement shall be deposited into qualified 403(b) accounts established for each eligible employee with a vendor approved by the district. The vendor shall be responsible for administering the program. The district will work in conjunction with the retiree and said vendor in the setting up of the 403(b) accounts.

H. Severance Pay -Any employee severing service with the School District for any reason and having not claimed the benefits under any other provision of Article XVI shall be entitled to severance benefit as follows:

Employees unconsumed sick leave at the time of resignation or retirement x \$25.00. In no event, however, shall any payment be greater than Eight Hundred (\$800.00) Dollars.

I. Allowance For Exceptions For Teachers Never Eligible Under Eligibility.

The Federation may identify teachers who do not fit the requirements of (H) Eligibility. The District will handle each such exception at its discretion on a case by case decision.

ARTICLE XIX

PREPARATION PERIOD

A. Preparation Periods -Teachers.

1. The preparation times referred to herein are considered to be professional preparation and are, therefore, to be used by the teacher, at his/her discretion, for (a) planning; (b) conferences with pupils, parents, counselors, or administrators; (c) library research, but with the understanding that this enumeration is illustrative only and that professional preparation need not be confined to this list alone. Teachers shall schedule parent conferences during preparation periods when necessary within five work days after a parental request.

2. (a) **Secondary Schools.** All teachers in secondary schools shall have a minimum of one (1) daily preparation period in their assigned teaching schedules.

(b) **Elementary Schools.** Elementary classroom teachers shall receive 300 minutes of prep time per week. Prep time in excess of 300 minutes per week shall be scheduled as assignable time. Teachers may be assigned by the principal to such duties as IEP Development, relief of other teachers for conferences, tutoring, and hall duty. No such assignments shall be made on a permanent basis. Assigned time shall be distributed so as not to deprive a teacher of all preparation periods over and above the one-half (1/2) hour preparation period adjacent to the one-half (1/2) hour duty-free lunch period during any one (1) day. A one-half (1/2) hour preparation period shall be assigned immediately adjacent to the teacher's one-half (1/2) hour duty-free lunch period. Assigned time shall not be assigned so as to split a preparation period into noncontiguous portions of time.

Special teachers (art, music, physical education, special education teachers, speech therapists, nurses, librarians, counselors) shall be guaranteed 260 minutes of preparation time per week. Prep time in excess of 260 minutes but less than 300 minutes, if occurring, shall not be assigned. Prep time in excess of 300 minutes, if occurring, may be assigned as above.

It is understood that teachers may be assigned during the above-mentioned assigned time to relieve teachers, who are on site, so they may perform other professional responsibilities. In no event, however, shall the above-mentioned time be used for the purposes of performing substitute work for teachers who are absent.

(c) All preparation time shall be scheduled within the instructional student day. All non teaching time outside the instructional student day shall be considered assigned time.

3. (a) Length of a preparation period in the senior high school shall be not less than forty-five (45) minutes, except when Schedule "B" is in effect, in which case the length shall be not less than thirty-seven (37) minutes. Schedule "B" shall be in effect no more than one (1) day per week except that it

may be additionally implemented for the purpose of assemblies or pep rallies and for unusual needs that may occur on a particular day.

(b) The purpose of subparagraph (a) is to provide one (1) preparation period per day equal in length to a teaching period under the method of scheduling in effect at the beginning of the 1989-90 school year. In the event of any change to another method of scheduling, the figures of 45, 37, and 40 shall be transposed into the equivalent for a teaching period under the new schedule. If the change shall be to a schedule with teaching periods less than thirty-seven (37) minutes in length, not less than two hundred (200) total minutes per week of preparation time shall be provided to teachers except that the requirement of a daily preparation period shall be maintained.

4. Teachers shall not be required to attend pep rallies and assemblies during their preparation periods.

5. Teachers shall not be required to attend formal meetings during preparation periods. By formal meeting it is meant a meeting of all or some professional employees on a building basis or on a developmental basis which is scheduled or conducted by an administrator or first level supervisor.

6. A teacher may leave the building during his/her preparation period providing that he/she signs in and out of the building on the sheets provided in the principal's office.

**B. Preparation Periods – District Librarians
(Secondary)**

1. Each librarian shall be entitled to one (1) preparation period on each day when pupils are in session. The time shall be considered professional preparation to be used by the librarian, at his/her discretion, for planning, handling necessary correspondence, cataloging books and other routine library responsibilities.

2. The librarian shall schedule his/her preparation period in cooperation with the building principal.

**C. Preparation Periods – District Counselors
(Secondary)**

1. Each counselor shall be entitled to one preparation period each day when the pupils are in session and when the counselor is working in the building. The time shall be considered professional preparation to be used by the counselor, at his/her discretion, for such matters as necessary correspondence and planning.

2. The counselor shall schedule his/her preparation periods in cooperation with the building principal.

3. Preparation periods may be moved within the daily schedule for professional reasons, except no preparation period shall be moved for the purpose of providing a teaching substitute.

D. Preparation Periods – District Nurses (Secondary)

1. Each nurse shall be entitled to one preparation period on each day when pupils are in session with the exception of those days on which he/she is assisting the school physician or school dentist and with the exception of emergency situations. The time shall be considered professional preparation to be used by the nurse, at his/her discretion, for such matters as completing forms, handling correspondence and planning.

2. The nurse shall schedule his/her preparation period in cooperation with the building principal.

Preparation Period – District Nurses (Elementary)

1. Each nurse shall be entitled to two hundred sixty (260) minutes of preparation time per week when pupils are in session with the exception of those weeks in which he/she is assisting the school physician or school dentist and with the exception of emergency situations. The time shall be considered professional preparation to be used by the nurse, at his/her discretion, for such matters as completing forms, handling correspondence and planning.

2. The nurse shall schedule his/her preparation period in cooperation with the building principal.

E. Preparation Periods – Home Economic Teacher (Senior High School)

The senior high home economics teachers will be assigned six (6) preparation periods each week. This additional preparation period is to compensate the employee for time needed to purchase food and cooking supplies for his/her classes.

F. Additional Preparation Periods. The Federation may request that the School District provide additional preparation time to one of its members when:

1. An assignment to the teacher of a subject matter that the teacher has not taught for five (5) or more years.

2. The assignment is made after June 15 of every year.

3. The complexity of the subject matter is such as to require extensive preparation or the subject matter is such that it consists of material that is subject to extensive change on a year-to-year basis.

4. When all the above criteria are met, the employee shall be entitled to one additional preparation period per day for the balance of the school year during which the assignment is made and during which assignment continues. In the event the subject matter is such as to be repeated on a semester basis, then the additional period shall be assigned on a semester basis.

G. Travel Time Travel time for itinerant teachers shall not be counted as preparation time.

ARTICLE XX

PROVISIONS GOVERNING COVERED SUBSTITUTES

A. Scope. This Article applies to those covered substitute teachers who, as regular full-time or part-time certificated instructional personnel, are members of the bargaining unit as described in Article II, Recognition.

B. Compensation.

1. Covering substitute payment shall be on a per coverage basis. The rate shall be \$40 per coverage for years 2018-2019 and 2019-2020. Pay days shall be the same as those agreed to for other bargaining unit personnel and shall occur only in months when school is in session. The amount payable on any pay day shall be based on days worked in the calculation period ending on the cutoff date prior to the pay day.

2. When the duration of a substitute position cannot be determined, the substitute shall be paid the prevailing daily substitute rate. All retirees who substitute shall be paid \$100 per day.

For the 2018-2019 and 2019-2020 school years all other substitutes shall be paid \$100.00 per day for the first twenty (20) consecutive or nonconsecutive days. Beginning with the 21st day the substitute shall be paid at the rate of \$120.00 per day.

3. If the assignment is of ninety-three (93) days or more, the substitute shall be paid on the first step of the teacher's salary schedule. The above is all conditioned upon all the days consisting of consecutive days of employment.

C. Insurance. Covered substitutes shall receive all insurance provided for other members of the bargaining unit in Article XII.

D. Applicability of Other Terms. The following article and sections of the collective bargaining agreement apply to the covered substitutes: Article I – Interpretation and Intent; Article II – Recognition; Article III – Term of

Agreement; Article IV – Grievance Procedure; Article V(H) – Mileage Reimbursement; Article V(I) – Teachers Acting as Substitutes; Article VI(B) – Emergency Leave; Article VI(C) – Personal Days; Article VI(D) – Death-Near Relative; Article VI(E) – Death-Immediate Family; Article VII – Notice; Article VIII – No Strike-No Lockout; Article X – Procedures for Certain Personnel Data; Article XI – Homebound Instructions; Article XII – Insurance; Article XII(F) – Liability Insurance; Article XIII – Disclosures to Federation; Article XIV – Supplemental Contracts; Article XV – Teaching Year and Teaching Day; Article XVII – Severance Pay; Article XIX – Preparation Periods; Article XXI(F)(4) – College Tuition Reimbursement. Other articles and sections do not so apply.

E. Sick Leave. Sick leave shall be accumulated at the rate of one (1) day for each month of full-time substitute service, up to ten (10) days per year.

F. Ensure Following School Year Assignment. Permanent substitutes who have not received assignments for the following school year by the last day of school in June shall receive the Standard PPO Plan as referenced in Article XII herein for a period of 4 months. During this time those individuals shall make no claims for supplemental unemployment benefits. In addition, vision and dental coverage shall remain in effect during July and August awaiting resolution on the recall question. January furloughs receive the Standard PPO Plan as referenced in Article XII herein only, and, may file for supplemental unemployment benefits if otherwise eligible.

G. Seniority. Permanent substitutes who have two (2) years of seniority with the School District shall have the right to reassignment as permanent substitutes and/or assignment to permanent vacancies on the basis of seniority by certification. No seniority shall be given for any service completed by permanent substitutes with the School District or any other school district prior to August 30, 1982.

H. Salary Scale. Permanent substitutes shall continue to move up the scale on a year to year basis. In the event of ties in seniority, said ties shall be broken based upon continuous unbroken service with the School District.

I. Seniority Rights. Permanent substitutes who have qualified under paragraph (F) for seniority rights shall be entitled to maternity leave and at least one semester child rearing leave during the semester immediately following the birth of said child without loss of seniority.

J. Forfeit Rights.

1. Permanent substitutes who have qualified under paragraph (F) for seniority rights and who refuse an assignment of a position of at least one semester in duration shall immediately forfeit all seniority rights in the School District.

2. Permanent substitutes who have qualified under paragraph (G) for rights but who are not employed as permanent substitutes for four consecutive semesters shall forfeit all rights in the School District.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. Membership Funds

1. **Secondary.** The School District shall provide a fund to purchase for each teaching department in the secondary school an institutional membership in a professional organization of the department's choice, said membership or memberships not to exceed the sum of Fifty (\$50.00) Dollars per department.

2. **Elementary.** The School District shall provide to each elementary school the sum of Two Hundred (\$200.00) Dollars to be used for the purposes of purchasing institutional professional memberships as the faculty and administration of the elementary school shall be determined most appropriate for carrying out of the professional needs of the teaching staff.

B. **Monthly Meeting With Superintendent.** The Federation shall have the right to a monthly meeting with the superintendent if an agenda can be formulated.

C. **Legal Counsel.** In the event any professional employee is sued civilly or charged criminally for any conduct arising out of the course of his employment for the School District, wherein legal counsel must be retained, and the said employee is absolved or acquitted, then the School District shall reimburse said employee up to Two Hundred (\$200.00) Dollars toward counsel fees.

D. **Supplemental Unemployment Benefits.** In the event the School District determines the need for the reduction of staff, the School District shall pay to the welfare fund of the Federation, or its designee, a sum in accordance with the following schedule.

1. (a) For employees with one (1) year but less than three (3) years seniority, One Hundred (\$100) Dollars per week up to an including the first thirteen (13) weeks of unemployment.

(b) For employees with three (3) years but less than six (6) years of service, the sum of One Hundred (\$100) Dollars per week for the first twenty-six (26) weeks of said unemployment.

(c) For employees with six (6) or more years of service One Hundred (\$100) Dollars per week for the first fifty-two (52) weeks.

(d) This section shall apply to professional and temporary professional employees only.

2. (a) For employees with one (1) year but less than three (3) years seniority, ACSHIC health insurance as referenced in Article XII herein for four (4) months.

(b) For employees with three (3) years but less than six (6) years of service, ACSHIC health insurance as referenced in Article XII herein for eight (8) months.

(c) For employees with six (6) or more years of service, ACSHIC health insurance as referenced in Article XII herein for twelve (12) months.

(d) This section shall apply to professional, temporary professional, and permanent substitute employees having completed at least ninety-five (95) days of service.

(e) Permanent substitutes, regardless of years of service shall only be entitled to four (4) months coverage of ACSHIC health insurance as referenced in Article XII herein.

3. In the event a professional employee or temporary professional employee is not offered a contract schedule for future employment with the School District at the end of any school year, that professional employee will receive supplemental unemployment benefits in accordance with Article XXI(D) of the contract if qualified.

If, however, in good faith the School District believes work will be available to said teacher in the coming school year, no benefits need be paid.

If by the tenth day of the school year commencing after layoff the teacher is not recalled by the School District, the School District must pay supplemental unemployment benefits retroactively to the date of last employment and into the future until said benefits are exhausted or the employee is reinstated, whichever is sooner, in accordance with Article XXI(D).

If a teacher is recalled by the tenth day of the school year commencing after layoff, no benefits will be payable.

If called back during the first ten days of the school year, the returning teacher shall be credited for all purposes with service from the first day of the school year.

E. Clerical Aides in Elementary Buildings. The School District shall provide a clerical aide for the purpose of performing clerical work for the professional teaching staff. The aide is to be under the general supervision of the building principal. The aide shall be available with three hours each morning for the

purposes of duplicating teacher's materials and performing other teacher's work as assigned. The work of said aide shall be on a first come, first serve basis.

F. College Tuition Reimbursement. Each full-time professional employee shall be reimbursed for obtaining college credits under the following conditions:

1. (a) The course is in the educational area in which the employee is certified;
 - (b) The course will lead to additional teaching certification; or
 - (c) Where the course does not qualify under (a) or (b), above, it is specifically approved in advance by the Superintendent as being in the interest of the School District.
2. The employee must obtain a passing grade of C or higher in order to be reimbursed for college credits.
3. There are two tuition reimbursement options. In any school year, a teacher may apply for tuition reimbursement under only one of them.

- (a) TUITION REIMBURSEMENT OPTION ONE: A teacher may receive a rate of reimbursement of up to One Hundred Ten (\$110) Dollars per credit to a maximum of Six Hundred Sixty (\$660) Dollars a year. This option does not reduce the Twenty-Five Thousand (\$25,000) Dollar retirement incentive provided in Article XVII(C)(4) and paid at retirement.

Example – Teacher takes a three credit course at \$500 a credit. Under Option One, the teacher takes the \$110 a credit reimbursement for a three credit course and is reimbursed \$330. The payment of this reimbursement **does not reduce** the teacher's \$25,000 retirement incentive which he/she would receive in full at retirement.

- (b) TUITION REIMBURSEMENT OPTION TWO: A teacher may receive a dollar-for-dollar reimbursement limited to a career maximum of Fifteen Thousand (\$15,000) Dollars while teaching in the School District. Tenured permanent teachers have no annual limit on the use of Option Two reimbursement for eligible tuition. Non-tenured teachers may use up to One Thousand Five Hundred (\$1,500) Dollars a

year of Option Two reimbursement for eligible tuition. The Twenty-Five Thousand (\$25,000) Dollar retirement incentive provided in Article XVII(C)(4) and paid at retirement **is reduced** by the amount of reimbursement paid under this option.

Example – Teacher takes a three credit course at \$500 a credit. Under Option Two, the teacher receives \$500 a credit reimbursement for the course and is reimbursed \$1,500. The payment of the Option Two reimbursement of \$1,500 **would** count against the teacher's \$25,000 retirement incentive. After the Option Two reimbursement, the teacher would be eligible to receive a retirement incentive of \$23,500 at retirement.

4. Permanent substitutes shall be entitled to reimbursement of up to One Hundred Ten (\$110.00) Dollars per credit to a maximum of Three Hundred (\$330.00) Dollars per contracted semester and are not eligible for Option Two Tuition Reimbursement.

5. Non-college courses may be subject to tuition reimbursement at the discretion of the Superintendent, if approval is obtained prior to taking said course.

6. The School District will be required to submit a report to each individual employee stating the usage and remaining balance in their account. The School District will provide the Federation with an annual report of the members' accounts. These will be due to the individual employees and the Federation President by October 1 of each year.

G. Desk and Storage. The School District shall, within the confines of space limitations, provide each teacher with a desk and an area for the storage of teaching materials and supplies.

H. Transportation. No professional may be required to use his/her personal automobile in connection with extracurricular activities of the School District. The School District, however, shall have no responsibility for the transportation of teachers from one school building to another during the teaching day.

I. Telephones in Faculty Room. The School District shall arrange for the installation of telephones in each faculty room in the various buildings in the School District to the extent that such arrangements are permitted by the servicing telephone company.

J. Refrigerator. The School District shall install in each faculty room a refrigerator which shall be maintained and operated by the School District for the use of the professional employees.

K. Bonus for Coaches. Each coach holding a supplemental contract shall receive a bonus of One Hundred Fifty (\$150.00) Dollars when the team he or she is coaching wins a section championship and said championship shall require post-season play. This section applies to team championships only.

L. Payment for Post-Season Play. Each coach holding a supplemental contract for a sport that is extended beyond its regularly scheduled season as a result of the team or individuals participating in approved postseason competition shall receive payment of Fifty (\$50.00) Dollars per week or a portion of a week thereof that said season is extended.

M. Scouting Expenses. The School District shall provide Two Hundred and Fifty (\$250.00) Dollars per year to the varsity football, basketball, and wrestling staff in order to offset scouting expenses.

N. Coaching Clinics. The School District shall provide Two Hundred and Fifty (\$250.00) Dollars per year to each coach on the varsity football, basketball, and wrestling staff per year to attend clinics.

O. Smoking Policy. There will be no smoking for employees in the buildings, on the grounds, or in areas under the control of the School District.

P. Faculty Rooms. The School District agrees to provide the following:

1. Crafton Elementary -1
2. Carnegie Elementary -2
3. Jr. -Sr. High School -2

Q. Removal of Certification. Any request by a professional employee to remove an area of certification from his/her teaching certificate will be granted by the School District.

The School District shall process request for removal of teaching certifications between June 15th and December 31st of each calendar year. Said removals will not become effective until the beginning of the next school year following said application.

R. In-School Suspension Policy. In the event the School District shall develop an in-school suspension policy, the job created by such policy, if any shall be first offered to the Federation and in the event the Federation does not desire to fill said position, then the School District shall be free to hire any individual to perform said work.

S. Curriculum Coordinators. The School District shall have the right to specify the duties of Curriculum Coordinators after consulting with the Federation regarding the specification of such duties. The stipend for Curriculum Coordinators shall be consistent with Appendix B. At the elementary level, the

duties and stipend of the Curriculum Coordinators can be split between two employees, subject to the School District's consent.

Professional employees desiring to serve as Secondary Curriculum Coordinators and Elementary Co-Curriculum Coordinators shall indicate this by providing the administration with a letter of their interest by June 1st of each year. The administration will interview all candidates and select the Curriculum Coordinator/Co-Curriculum Coordinator.

Number of Secondary Curriculum Coordinators - 9

Number of Elementary Co-Curriculum Coordinators - 16 (8 at each Elementary Building)

U. Induction Program.

1. All mentor teachers required to perform work outside of the contract days enumerated in the contract and beyond the school hours enumerated within the contract shall be paid at their hourly rate for each hour of service set forth above with the exception that all mentor teachers must attend the new teacher orientation with the teacher they are mentoring.

2. That in addition, each mentor teacher assigned by the School District shall receive a stipend of One Hundred and Fifty (150.00) Dollars for any additional work required during the contract year and contract day.

3. The School District shall only pay for overtime work in accordance with the above provision if specifically approved in advance by the School District in writing.

ARTICLE XXII
VANDALISM FUND

A vandalism fund shall be established to reimburse bargaining unit employees for damage to motor vehicles resulting from vandalism occurring while on school business. No payments shall be made for damages covered by other insurance.

The fund shall consist of One Thousand (\$1000.00) Dollars in each year of the Agreement. In the event the One Thousand (\$1000.00) Dollars is not exhausted in any given year, that money shall revert to the School District and at the commencement of the following year a new fund of One Thousand (\$1000.00) Dollars shall be established. In no event shall the School District be required to pay any sum in excess of Five Thousand (\$5000.00) Dollars during the life of the Agreement.

The Federation shall approve all claims and forward requests for payment to the School District.

ARTICLE XXIII DISABILITY INSURANCE PLAN

A. Institution of Plan. The School District shall continue a disability income plan which shall provide not less than the coverage and the benefits described in this Article.

B. Eligibility. Professional employees with not less than two (2) years of service and under age sixty-four (64) shall be covered. A covered professional employee shall be eligible for benefits if he/she incurs a sickness or injury which renders him/her unable to engage in an occupation for which he/she is suited by education and experience.

C. Commencement of Benefits. Benefits for eligible professional employees shall commence on the first (1st) day following exhaustion of sick leave but not sooner than the tenth (10th) day following the onset of the disability absence. If the professional employee incurs the disability on a day when he/she is not scheduled for duty in the School District, such as a vacation day, day during a leave of absence or day during a sabbatical leave, benefits shall not commence until the first day that the disability prevents him/her from performance of duties for the School District, provided he has satisfied the other provisions relating to commencement of benefits.

D. Amount of Benefits. The amount of the benefits shall be: One Hundred Fifty (\$150.00) Dollars per week. If the professional employee draws Worker's Compensation benefits for the disability, the amount of the weekly benefits shall be reduced by the amount of the weekly workmen's compensation benefit.

E. Duration of Benefits. Benefits shall continue during the continuation of the disability up to a maximum of fifty-two (52) weeks of benefits. Once benefits have commenced, a week of disability shall qualify as a benefit week whether or not it is a week in which the professional employee would have performed duties for the School District.

F. Return to Work. A return to active duties for six (6) consecutive months or more following any one period of disability make the professional employee again eligible for benefits even if a later disability results from the same cause.

G. Plan Conditions. The plan shall contain such normal qualifications and conditions as are provided in plans underwritten by the carrier selected by the School District as long as the plan provides not less than the coverage and benefits identified in the preceding paragraphs.

IN WITNESS WHEREOF, the School District has caused this Agreement to be signed by its President, attested to and sealed by its Secretary, and the Federation has caused this Agreement to be signed by its President and attested to by its Secretary.

ATTEST:

Carlynton School District

Laura Ann Begg

Secretary

Carrie Badger

By _____
President

ATTEST:

Carlynton Federation of Teachers
Local 2120, American Federation
of Teachers, AFL-CIO

William L. Reilly

Secretary

Jim Schriever

By _____
President

APPENDIX B SUPPLEMENTALS

	2017-2018	<u>2018-2019</u>	<u>2019-2020</u>
Aqua Director	\$4,137	<u>\$4,261</u>	<u>\$4,389</u>
Asst. Athletic Director	\$7959	<u>\$8,198</u>	<u>\$8,444</u>
Athletic Director	\$10,612	<u>\$10,930</u>	<u>\$11,258</u>
Baseball Asst. Varsity	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Baseball Varsity	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Baseball JV	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Basketball Boys Asst. Varsity	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Basketball Boys Asst. Varsity	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Basketball Boys Grade 7	\$1,679	<u>\$1,730</u>	<u>\$1,782</u>
Basketball Boys Grade 8	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Basketball Boys Grade 9	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Basketball Boys Varsity Head	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>
Basketball Girls Asst. Varsity	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Basketball Girls Asst. Varsity	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Basketball Girls Grade 7	\$1,679	<u>\$1,730</u>	<u>\$1,782</u>
Basketball Girls Grade 8	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Basketball Girls Grade 9	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Basketball Girls Varsity Head	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>
Bowling Boys.Girls	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Diving Coach	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Equipment Manager	\$2,974	<u>\$3,064</u>	<u>\$3,156</u>
Football Asst. Varsity	\$3,938	<u>\$4,056</u>	<u>\$4,178</u>
Football Asst. Varsity	\$3,938	<u>\$4,056</u>	<u>\$4,178</u>
Football Asst. Varsity	\$3,938	<u>\$4,056</u>	<u>\$4,178</u>
Football Asst. Varsity (1)	\$4,188	<u>\$4,313</u>	<u>\$4,443</u>
Football Head Varsity	\$6,728	<u>\$6,930</u>	<u>\$7,138</u>
Football Jr. High Head	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Football Jr.High Asst.	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Football Jr. High Asst.	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Golf Coach	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Soccer Boys Varsity Asst.	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Soccer Boys Varsity Head	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>
Soccer Boys Head Gr. 7 and 8	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Soccer Boys Asst. Gr 7 and 8	\$1,679	<u>\$1,730</u>	<u>\$1,782</u>
Soccer Girls Varsity Asst.	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Soccer Girls Varsity Head	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>
Soccer Girls Coach Gr. 7 and 8	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>

Soccer Girls Asst. Gr. 7 and 8	\$1,679	<u>\$1,730</u>	<u>\$1,782</u>
Softball Asst. Girls	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Softball Head Girls	\$3,075	<u>\$3,662</u>	<u>\$3,772</u>
Swimming Varsity Head	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>
Tennis Varsity Boys	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Tennis Asst. Boys	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Tennis Varsity Girls	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Tennis Asst. Girls	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Track Boys/Girls Asst.	\$1,928	<u>\$1,986</u>	<u>\$2,045</u>
Track Boys/Girls Asst.	\$1,928	<u>\$1,986</u>	<u>\$2,045</u>
Track Boys/Girls Asst.	\$1,928	<u>\$1,986</u>	<u>\$2,045</u>
Track Boys/Girls Head	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Track Jr. High Boys/Girls Asst.	\$1,679	<u>\$1,729</u>	<u>\$1,781</u>
Track Jr. High Boys/Girls Asst.	\$1,679	<u>\$1,729</u>	<u>\$1,781</u>
Track Jr. High Boys/Girls Head	\$1,728	<u>\$1,779</u>	<u>\$1,833</u>
Volleyball Head Varsity	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Volleyball Asst. Varsity	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Volleyball Grade 7 and 8 Head	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Volleyball Grade 7 and 8 Asst.	\$1,679	<u>\$1,730</u>	<u>\$1,782</u>
Weight Training Coach	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Wrestling Jr. High Head	\$3,075	<u>\$3,167</u>	<u>\$3,262</u>
Wrestling Jr. High Asst.	\$1,728	<u>\$1,780</u>	<u>\$1,833</u>
Wrestling Varsity Asst.	\$3,555	<u>\$3,662</u>	<u>\$3,772</u>
Wrestling Varsity Head Coach	\$5,483	<u>\$5,647</u>	<u>\$5,817</u>

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	2017-2018	2016-2017	2017-2018
Auditorium Manager	\$4,522	\$4,434	\$4,522
Band Director	\$3,980	\$3,902	\$3,980
Band Director Assistant	\$1,878	\$1,841	\$1,878
Band Director Assistant	\$1,878	\$1,841	\$1,878
Cafeteria Monitor (AM)	*	*	*
Cheerleader Jr. High	\$1,163	\$1,140	\$1,163
Cheerleader Jr. Varsity	\$1,347	\$1,321	\$1,347
Cheerleader Varsity	\$1,646	\$1,614	\$1,646
Class Sponsor, Junior	\$964	\$945	\$964
Class Sponsor, Senior	\$1,163	\$1,140	\$1,163
Class Sponsor, Sophomore	\$964	\$945	\$964
Color Guard Instructor	\$791	\$775	\$791
Cougar Times	\$1,163	\$1,140	\$1,163
Cougarette Honor Guard	\$1,248	\$1,223	\$1,248
Cougarette Instuctor	\$791	\$775	\$791
Drum Instructor	\$791	\$775	\$791
Forensic Coach	\$910	\$892	\$910
Intramural Lunch Carnegie	*	*	*
Intramural Lunch Crafton	*	*	*
Lunch Det. Super 7-8	*	*	*
Lunch Det. Super 9-10	*	*	*
Lunch Det. Super 11-12	*	*	*
Majorette Silks	\$1,248	\$1,223	\$1,248
Musical Asst. (Instrumental)	\$1,646	\$1,614	\$1,646
Musical/Play Producer	\$2,111	\$2,070	\$2,111
Musical Drama Coach	\$1,646	\$1,614	\$1,646
National Honor Society	\$863	\$846	\$863
National Jr. Honor Society	\$863	\$846	\$863
Patrol Sponsor Carnegie	\$1,347	\$1,321	\$1,347
Patrol Sponsor Crafton	\$1,347	\$1,321	\$1,347
Peer Sponsor Carnegie	\$1,400	\$1,373	\$1,400
Peer Sponsor Crafton	\$1,400	\$1,373	\$1,400
Play Director***	\$2,111	\$2,070	\$2,111
Play Assistant	\$1,679	\$1,646	\$1,679
Stage Crew	\$0	\$0	\$0
Student Council Jr. High	\$1,447	\$1,419	\$1,447
Student Council Sr. High	\$1,447	\$1,419	\$1,447
Winter Guard Instructor	\$791	\$775	\$791
Yearbook Sponsor	\$3,657	\$3,585	\$3,657

** Payment will be made on the 25th of the month following completion of activity.

*** Per Play

The following positions – Accompanist, Set Director, Choreographer, Vocal Director
Costume Designer, Director will be employed as independent contractors as
recommended by the producer and paid through student activities funds with any shortfall
paid from the District's general fund.

	\$24	\$24	\$24
*Hourly Rates			
Science	\$1,583	\$1,630	\$1,679
Social Studies	\$1,583	\$1,630	\$1,679
Math	\$1,583	\$1,630	\$1,679
Language Arts/For. Lang			
Library and Reading	\$1,583	\$1,630	\$1,679
Life Manage./Tech Ed./			
Bus and Computers	\$1,583	\$1,630	\$1,679
Music/Art	\$1,583	\$1,630	\$1,679
Special Ed./Guidance/			
GATE and Voc. Ed	\$1,583	\$1,630	\$1,679
Physical Ed./Health	\$1,583	\$1,630	\$1,679
Audio Visual	\$4,763	\$4,906	\$5,053
Math	\$1,583	\$1,630	\$1,679
Fine Arts (Art and Music)	\$1,583	\$1,630	\$1,679
Special Ed. And Gate	\$1,583	\$1,630	\$1,679
Reading/Library and Computers	\$1,583	\$1,630	\$1,679
Science	\$1,583	\$1,630	\$1,679
Social Studies	\$1,583	\$1,630	\$1,679
Physical Ed. And Health	\$1,583	\$1,630	\$1,679
Language Arts	\$1,583	\$1,630	\$1,679
Federal Programs	\$6,330	\$6,520	\$6,715

DUTIES AND RESPONSIBILITIES FOR CURRICULUM COORDINATOR AND CO-CURRICULUM COORDINATOR

1. CONDUCT A MINIMUM OF FOUR MEETINGS A YEAR WITH TEACHERS WHO ARE ASSIGNED TO YOU FOR CURRICULUM DEVELOPMENT. A MEETING SCHEDULE WILL BE MUTUALLY PLANNED BY THE CURRICULUM COORDINATOR OR CO-CURRICULUM COORDINATOR AND THE APPROPRIATE ADMINISTRATOR. CURRICULUM COORDINATOR OR CO-CURRICULUM COORDINATOR WILL WRITE AND DISTRIBUTE MEETING REPORTS/MINUTES TO THEIR STAFF AND APPROPRIATE ADMINISTRATOR.
2. ASSIST THE ADMINISTRATION IN PLANNING AND IMPLEMENTING INSERVICE PROGRAMS.
3. MAKE RECOMMENDATIONS FOR CURRICULUM CHANGE.
4. MAKE RECOMMENDATION AND ASSIST IN THE EVALUATION OF TEXTBOOKS, WHEN REQUIRED.
5. MAINTAIN AN ACCURATE INVENTORY OF EQUIPMENT, INSTRUCTIONAL MATERIALS AND TEXTBOOKS.
6. COORDINATE THE ORDERING AND DISTRIBUTION OF INSTRUCTIONAL SUPPLIES AND EQUIPMENT ON AN ANNUAL BASIS.
7. BE AVAILABLE TO MEET WITH COLLEAGUES AND ADMINISTRATORS WHEN NEEDED.
8. CURRICULUM COORDINATORS WILL CHAIR DISTRICT (K-12) CURRICULUM DEVELOPMENT MEETINGS WHEN SCHEDULES.
9. PARTICIPATE IN THE INTERVIEW PROCESS OF NEW TEACHER CANDIDATES WHEN REQUESTED.
10. PERFORM OTHER REASONABLE DUTIES CONSISTENT WITH RESPONSIBILITIES WHICH MAY BE REQUIRED FROM TIME TO TIME, I.E. ASSIST IN WRITING GRANTS, SUPERVISION OF SUMMER WORKSHOPS, ETC.

Salary Schedule 2017-2018

	Bachelor	Bachelor + 20	Master	Master + 20	Master + 40	Doctorate
1	\$39,598	\$39,798	\$40,028	\$40,228	\$40,428	\$40,628
2	\$40,806	\$41,006	\$41,236	\$41,436	\$41,636	\$41,836
3	\$42,014	\$42,214	\$42,444	\$42,644	\$42,844	\$43,044
4	\$43,222	\$43,422	\$43,652	\$43,852	\$44,052	\$44,252
5	\$44,430	\$44,630	\$44,860	\$45,060	\$45,260	\$45,460
6	\$45,638	\$45,838	\$46,068	\$46,268	\$46,468	\$46,668
7	\$46,846	\$47,046	\$47,276	\$47,476	\$47,676	\$47,876
8	\$48,054	\$48,254	\$48,484	\$48,684	\$48,884	\$49,084
9	\$49,262	\$49,462	\$49,692	\$49,892	\$50,092	\$50,292
10	\$50,470	\$50,670	\$50,900	\$51,100	\$51,300	\$51,500
11	\$51,678	\$51,878	\$52,108	\$52,308	\$52,508	\$52,708
12	\$52,886	\$53,086	\$53,316	\$53,516	\$53,716	\$53,916
13	\$54,094	\$54,294	\$54,524	\$54,724	\$54,924	\$55,124
14	\$97,376	\$97,576	\$97,807	\$98,307	\$98,507	\$98,907
15			\$99,979	\$100,479	\$100,679	\$101,079

Salary Schedule 2018-2019

	Bachelor	Bachelor + 20	Masters	Masters + 20	Masters + 40	Doctorate
1	\$40,798	\$40,998	\$41,228	\$41,428	\$41,628	\$41,828
2	\$42,006	\$42,206	\$42,436	\$42,636	\$42,836	\$43,036
3	\$43,214	\$43,414	\$43,644	\$43,844	\$44,044	\$44,244
4	\$44,422	\$44,622	\$44,852	\$45,052	\$45,252	\$45,452
5	\$45,630	\$45,830	\$46,060	\$46,260	\$46,460	\$46,660
6	\$46,838	\$47,038	\$47,268	\$47,468	\$47,668	\$47,868
7	\$48,046	\$48,246	\$48,476	\$48,676	\$48,876	\$49,076
8	\$49,254	\$49,454	\$49,684	\$49,884	\$50,084	\$50,284
9	\$50,462	\$50,662	\$50,892	\$51,092	\$51,292	\$51,492
10	\$51,670	\$51,870	\$52,100	\$52,300	\$52,500	\$52,700
11	\$52,878	\$53,078	\$53,308	\$53,508	\$53,708	\$53,908
12	\$54,086	\$54,286	\$54,516	\$54,716	\$54,916	\$55,116
13	\$55,294	\$55,494	\$55,724	\$55,924	\$56,124	\$56,324
14	\$97,376	\$97,576	\$97,807	\$98,307	\$98,507	\$98,907
15			\$99,979	\$100,479	\$100,679	\$101,079

Salary Schedule 2019-2020

	Bachelor	Bachelor + 20	Masters	Masters + 20	Masters + 40	Doctorate
1	\$41,998	\$42,198	\$42,428	\$42,628	\$42,828	\$43,028
2	\$43,206	\$43,406	\$43,636	\$43,836	\$44,036	\$44,236
3	\$44,414	\$44,614	\$44,844	\$45,044	\$45,244	\$45,444
4	\$45,622	\$45,822	\$46,052	\$46,252	\$46,452	\$46,652
5	\$46,830	\$47,030	\$47,260	\$47,460	\$47,660	\$47,860
6	\$48,038	\$48,238	\$48,468	\$48,668	\$48,868	\$49,068
7	\$49,246	\$49,446	\$49,676	\$49,876	\$50,076	\$50,276
8	\$50,454	\$50,654	\$50,884	\$51,084	\$51,284	\$51,484
9	\$51,662	\$51,862	\$52,092	\$52,292	\$52,492	\$52,692
10	\$52,870	\$53,070	\$53,300	\$53,500	\$53,700	\$53,900
11	\$54,078	\$54,278	\$54,508	\$54,708	\$54,908	\$55,108
12	\$55,286	\$55,486	\$55,716	\$55,916	\$56,116	\$56,316
13	\$56,494	\$56,694	\$56,924	\$57,124	\$57,324	\$57,524
14	\$97,376	\$97,576	\$97,807	\$98,307	\$98,507	\$98,907
15			\$99,979	\$100,479	\$100,679	\$101,079

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Carlynton Federation of Teachers
Vandalism Fund Request Form

Last Name _____
Please Print

First Name _____
Please Print

Address _____
Please Print

City _____ State _____ Zip _____

Telephone No. _____

A. Description of your loss due to vandalism (Please enclose receipts or an official repair estimate)

B. Signature of Claimant _____

C. Authorization for Payment: Granted Rejected

CFT Meeting Date _____

President of CFT

Secretary of CFT

Note: Vandalism will be defined as the willful or malicious destruction or defacement to motor vehicles while on school business.

TO: Business Office

FROM:

DATE:

Please be advised that I wish to withdraw from the following insurance/fringe benefit programs:

Hospitalization, Medical Surgical, Major Medical _____

Dental Program _____

Prescription Drug Program _____

All Insurance/Fringe Benefit Package
(Hospitalization, Medical Surgical, Major Medical,
Dental, Prescription and Vision) _____

Signature _____

Date _____

TO:

FROM:

DATE:

Please be advised that I wish to rejoin the following insurance/fringe benefit programs:

Hospitalization, Medical Surgical, Major Medical _____

Dental Program _____

Prescription Drug Program _____

All Insurance/Fringe Benefit Package
(Hospitalization, Medical Surgical, Major Medical,
Dental, Prescription and Vision) _____

Signature _____

Date _____

**CONSTITUTION
OF
THE CARLYNTON FEDERATION OF TEACHERS
LOCAL 2120**

ARTICLE I

NAME

The organization shall be known as the Carlynton Federation of Teachers, Local 2120. American Federation of Teachers, AFL-CIO.

ARTICLE II

OBJECTIVES

The purpose of this organization shall be:

Section 1. To bring the teachers of the Carlynton Public Schools into an association for mutual assistance and cooperation.

Section 2. To obtain for them the rights to which they are entitled.

Section 3. To promote the professional growth of its members.

Section 4. To improve the quality of education in the Carlynton Public Schools by securing the conditions essential to the best professional services and to the most effective learning environment.

Section 5. To contribute to the National goal of equality of opportunity by aiding in the improvement of curriculum, the development of more effective methods of instruction, and the expansion of educational opportunity for all pupils of the Carlynton Public Schools.

Section 6. To effectuate and maintain open channels of communication between the teachers and elected representatives of the Carlynton School District.

Section 7. To obtain an adequate and equitable salary scale commensurate with the value of education and the importance of teachers' services to the public.

Section 8. To promote the general welfare of all pupils and teachers of the Carlynton Public Schools.

Section 9. To eliminate racism in education.

ARTICLE III

MEMBERSHIP

Section 1. All teachers, permanent substitute teachers, school nurses, home-school visitors, librarians, and counselors, shall be eligible for membership providing they are not first level supervisors or beyond.

Section 2. No discrimination shall ever be shown toward individual members or applicants for membership because of race, sex, creed, or political activity and affiliation.

Section 3. Suspension or Expulsion.

a. The initiation for suspension or expulsion may be made by any member of the Federation, in writing, to the Executive Council.

b. The Executive Council at an emergency meeting shall conduct a hearing within 2 weeks of charges being made. After hearing all evidence, the Executive Council may, by approval of 75% of the Council, recommend suspension or expulsion to the membership at an emergency membership meeting. The meeting must be held within 2 weeks and the defendant must be given an opportunity to present testimony, if desired.

c. A secret ballot, 3/4 vote of the members present, will be needed to uphold the recommendation of the Executive Council.

d. Suspension shall be for a period of one year.

e. An expelled member may not reapply for membership for a period of 5 years.

Section 4. Any member who fails to pay dues within 30 days after their expiration shall be dropped from the rolls and his name removed from the records at the National Office. The member may be reinstated upon payment of all back dues plus a reinstatement fee of 10% of the annual dues.

Section 5. Student teachers, interns, and other prospective teachers enrolled in the area colleges and universities shall be eligible for associate membership in the federation.

Section 6. Any person who meets the requirements for membership in the Carlynton Federation of Teachers and who is employed outside the Carlynton School District, shall be eligible for membership in this Federation as a member at large until such time that a local is chartered in their own district.

ARTICLE IV

OFFICERS

Section 1. The following officers shall be elected biennially by this Federation.

1. President
2. Vice President
3. Secretary
4. Treasurer

Section 2. The Executive Secretary shall be the past president of the Carlynton Federation of Teachers.

Section 3. Membership in good standing for at least one year shall be required in order to hold office.

Section 4. Officers shall be elected by secret ballot at the November membership meeting of even numbered years. A majority of all votes cast shall be necessary for election. If no candidate receives a majority of the votes cast, an election between the two highest vote recipients will be held immediately.

Section 5. Nominations for office shall be accompanied by petitions containing signatures of at least 10% of the membership and forwarded to the executive committee by October 15 of the even numbered years. If no nomination petition has been received by that date the chair will accept nominations from the floor.

Section 6. Officers shall be installed upon the conclusion of the November election meeting.

Section 7. Vacancy in any office shall be filled by the Executive Council for completion of that term.

Section 8. Impeachment proceedings for any officer may be initiated by a petition signed by 25% of the membership and stating the charges. An emergency meeting of the entire membership must be called, the purpose of which shall be made known to the membership during said meeting and the motion for removal of the accused officer shall be voted upon. A two thirds majority of the members present shall be required to carry this motion. If carried, the officer shall be declared removed from office as of that date. The Executive Council shall meet within five days of the date of expulsion of said officer and appoint a member to serve the unexpired portion of the term of the expelled officer. Said expelled officer shall not lose membership in this organization as a direct result of these impeachment proceedings, but may, however, be further removed through the procedure given under Article III, Section 3 if applicable.

ARTICLE V

COMMITTEES

Section 1. The following standing committees shall be active in this Federation:

1. Membership
2. Welfare
3. Publicity
4. Grievance
5. Education
6. Legislation
7. Liaison
8. Social
9. Negotiations
10. Professional Assistance

Section 2. The following special committees shall be appointed by the president:

1. Budget
2. Audit
3. Nominations
4. Constitution Revision
5. Strike
6. Other committees deemed necessary by circumstances of the time.

Section 3. The negotiating committee shall be nominated and elected by the executive council. The chairman of the negotiating committee shall be elected by the negotiating committee. The negotiating committee representation shall be made up of no less than the following:

1. Two representatives from the high school
2. Two representatives from the junior high school
3. Two representatives from the elementary schools
4. One chairperson

Section 4. Chairpersons of each of the standing committees and of all special committees shall be appointed by the President with the consent of a majority of the other elected officers.

Section 5. Members of each committee shall be appointed by the chairperson of the committee with the consent of the executive council.

ARTICLE VI
THE EXECUTIVE BOARD

Section 1. The executive board of this Federation shall consist of the following:

1. All elected officers
2. Chairpersons of the standing committees
3. Building representatives who shall be appointed by the president with the consent of a majority of the other elected officers.

Section 2. The executive board shall administer the policy of this Federation as set by the membership at their regular meetings. It shall have the power to act for the good of the organization in emergency situations where the policy cannot be set by the membership.

Section 3. The President of the Federation shall be chairman of the executive board.

Section 4. The time and place of the executive board meeting shall be set by the President. The executive council must meet at least every other month, starting with September during the school year. A quorum of the executive council shall consist of 50% of the executive council.

Section 5. The executive board shall report its activities on a regular basis during the school year.

Section 6. The Executive Council shall have the power to employ all personnel including clerical help and other persons or services on a full or part-time basis as may be determined by needs and by finances of the Federation.

Section 7. The Executive Council may have the power to relieve any committee chairperson of their duties through a two-thirds vote of the Council.

ARTICLE VII

AFFILIATIONS

Section 1. This Federation shall maintain affiliation with and whenever possible send delegates to the following organizations:

1. The American Federation of Teachers (AFT)
2. The Pennsylvania Federation of Teachers (PaFT)
3. Southwest Pennsylvania Area Council (SPAC)
4. Any other organization which the general membership shall approve.

Section 2. All convention delegates and alternates shall be elected annually by a majority vote at a membership meeting.

Section 3. The President and the Secretary shall certify the election and forward the credentials of all elected delegates to the proper office in accordance with the constitutional requirements of the American Federation of Teachers and the Pennsylvania Federation of Teachers. The delegates shall confer with the Treasurer to make sure that per capita taxes and all other charges have been paid.

Section 4. Delegates to affiliated organizations shall meet the same requirements as officers of this local Federation. The executive board may waive this provision if the Carlynton Federation of Teachers should choose a delegate who is representing several local federations, provided that he fulfills the qualifications set by his own local organization.

Section 5. Every reasonable effort shall be made by this Federation to pay the legitimate expenses of delegates to meetings and conventions of affiliated organizations.

Section 6. All delegates shall be members in good standing for at least one year and report to the executive board on meetings attended.

Section 7. The Carlynton Federation of Teachers to the best of its ability shall be active in the affairs of affiliated organizations.

ARTICLE VIII

DUTIES OF OFFICERS

Section 1. The President shall preside at all meetings of the Federation and of the executive board. He shall be ex-officio member of all committees, except the audit committee, shall sign all necessary papers and documents, and represent the local federation when and where necessary. He shall make a report to the membership at least once a year summarizing the accomplishments of the Federation and outlining plans for the next year.

Section 2. The Vice-President shall perform all of the duties of the President in the absence of that officer.

Section 3. The Secretary shall issue all notices, shall answer correspondence at the direction of the president and the executive board. He/she shall be the custodian of the seal and charter of the Federation. The Secretary shall record the minutes of the executive board and of the general membership meetings.

Section 4. The duties of the Treasurer are:

1. To receive, record, and deposit in the name of the Federation all monies from dues and all other sources.

2. To keep the membership roll, issue receipts, and send delinquent notices.

3. To forward all per capita dues and current membership lists to the National Office of the American Federation of Teachers and to other affiliated organizations to keep this Federation in good standing at all times. Special care shall be taken to see that the per capita tax through June 30th is sent to the National office no later than 15 days prior to the opening date of the National convention to make sure delegates from this Federation may be seated.

4. To be Chairman of the budget committee and to prepare a written report to all members once each year.

5. To keep adequate records available at all times for the executive board and the audit committee.

6. To pay all bills authorized by the budget, retaining voucher or invoice of same. Bills not authorized in the budget must be presented to the executive board for authorization.

Section 5. The Executive Secretary shall perform any duties as assigned by the President.

ARTICLE IX

DUTIES OF STANDING COMMITTEES

Section 1. The membership committee shall plan and execute a dynamic program to insure growth and vitality of the Federation. It shall present a written report to the executive board.

Section 2. The welfare committee shall prepare and substantiate salary proposals. It shall present these proposals to the membership.

Section 3. The publicity committee shall prepare and distribute a bulletin at least once each quarter. The editor of the bulletin shall be a member of this committee. The bulletin shall be approved by the executive board. Every effort shall be made by this committee to make use of other sources of publicity.

Section 4. The grievance committee shall act on all grievances submitted in writing to the executive board. The grievance procedure shall be followed as outlined in the contract. This committee shall cause the procedure to be publicized as widely as possible.

Section 5. The education committee shall study and make recommendations for improvements in curricula, teaching techniques, class size, texts, equipment, and other professional matters.

Section 6. The legislative committee shall study proposed legislation which may affect education and the schools, teacher welfare, and the Federation; it shall consider recommendations of the National, State, and local federations pertaining to all levels of government officials. It shall keep the membership informed concerning all legislation pertaining to their special interests.

Section 7. The liaison committee shall be responsible for establishing and maintaining contact with other locals of the American Federation of Teachers in this area and with other groups concerned with education and the schools.

Section 8. The professional assistance committee shall arrange to provide help for beginning teachers and others who wish assistance in becoming familiar with school policy, in performing clerical duties, and solving problems inherent to the classroom situation.

Section 9. The social committee shall arrange such programs and entertainments and perform such duties as the local may direct.

Section 10. The negotiations committee shall prepare and substantiate salary and other contract proposals. The negotiations committee shall present these proposals for approval by the membership and then shall negotiate these proposals with the employer.

ARTICLE X

MEMBERSHIP MEETINGS

Section 1. The time and place of meetings shall be fixed by the membership or the Executive Council.

Section 2. There shall be at least two meetings during the regular school year.

Section 3. A quorum shall consist of the membership present.

Section 4. The membership shall be informed at least one week in advance of the regular meeting dates except for situations deemed emergencies by the elected officials.

Section 5. Emergency meetings may be called by the President or officer acting in the name of the President for any reason deemed necessary by the President.

ARTICLE XI

FINANCE

Section 1. Regular dues shall be set by a majority vote of the members present at any regular meeting provided that notice of a contemplated dues change has been announced at least one month in advance.

Section 2. Additional finances may be obtained by various fund-raising activities.

ARTICLE XII

RULES OF ORDER

Section 1. Roberts Rules of Order shall govern in all cases not covered by this constitution or the by-laws of this local federation.

Section 2. A parliamentarian may be appointed by the President.

ARTICLE XIII

AMENDMENT

Section 1. Any member in good standing may propose an amendment to this constitution at any regular meeting of the membership.

Section 2. The proposed amendment shall be read to the assembled members. A two-thirds vote of the members present shall be sufficient to adopt the amendment.

ARTICLE XIV

AVAILABILITY OF CONSTITUTION

Section 1. Three copies of this constitution and all future amendments shall be submitted to the National office of the American Federation of Teachers.

Section 2. Copies shall be made available to other affiliated organizations upon request.

Section 3. Copies shall be made available to any member of this Federation upon request to the secretary in writing.

ARTICLE XV

ADOPTION OF CONSTITUTION

Section 1. Copies of this constitution shall be distributed to all members. A two-thirds majority vote of the members present shall be sufficient to adopt this constitution.

Section 2. This constitution shall become effective upon ratification.

BY-LAWS OF THE CARLYNTON FEDERATION OF TEACHERS

ARTICLE I

DUES

Section 1. The dues of the Federation shall be a cash payment of 3/4 of 1% of the last step of the Bachelor's salary scale in a one lump sum not later than 31 December of the school year. This section shall become effective September 1, 1986.

Section 2. Effective September 1, 1986 and thereafter the Federation shall increase the local dues to equal any increase in per-capita payments that are required to be made to the American Federation of Teachers and any increase to either the state federation or the regional council with which the local is affiliated.

ARTICLE II

CONTRACT RATIFICATION

Section 1. In order for a contract to be considered ratified, the following procedure must be followed:

a) When the negotiating committee feels that a proposed contract is acceptable, they will present it to the Executive Council of the Federation who may either approve the proposed contract by a simple majority of those present and voting, or reject it.

b) The contract will be submitted to the members of the Federation. The membership of the Federation may approve or reject the proposed contract by a secret ballot vote of the majority of those present and voting.

ARTICLE III

STRIKE VOTE

Section 1. A vote to go on strike must be taken at a Federation meeting called for that specific purpose. The vote will be a secret written ballot.

Section 2. A strike vote may include the date the strike is to begin, or may authorize the Executive Council to establish the date.

Section 3. All votes to strike must be passed by a majority of those voting.

Section 4. All votes to end a strike must be taken by secret ballot at a meeting of Federation members.

Section 5. A vote to end a strike must be passed by a majority of those voting.

ARTICLE IV

TREASURER

The treasurer shall be bonded by a reliable bonding company, cost to be paid by the Carlynton Federation of Teachers. It shall be the responsibility of the treasurer to make sure this is done.

ARTICLE V

AMENDMENT OF BY-LAWS

By-laws may be adopted or amended at any regular membership meeting by a majority of the members present, provided that a copy of the proposed change shall have been distributed to all members at least 10 days before the meeting.

THIS CONSTITUTION AND BY-LAWS WERE ADOPTED _____ 19 ____

NAME OF LOCAL _____ LOCAL # _____

PRESIDENT _____

SECRETARY _____

Appendix C

Carlynton School District

Guidelines of Emergency Leave

1. Religious days to be charged against this provision as mandated by School Code:
 - A. Jewish New Year (Rosh Hashanah)
 - B. Day of Atonement (Yom Kippur)
 - C. Eastern Orthodox Christmas
 - D. Moslem Eid Al Adha
 - E. Eastern Orthodox Holy Friday
 - F. Martin Luther King Holiday*

*The parties agree to add Martin Luther King Day to this list.

2. Automobile Accident on day of work requiring a filing of a State Accident Report. (A copy of the report must be attached to absence report)
3. Serious sickness in the employee's immediate family requiring the service of a physician. (This doctor's certificate must be attached to the absence form.)
4. Time required to take spouse to or return from hospital.
5. Graduation of a family member from college.
6. Presence required in court of law (except traffic court).
7. Difficulty in the employee's home due to acts of God.
8. Appearance necessary in an attorney's office for domestic problems or for child adoption.