

AGREEMENT

Between

CLEARFIELD AREA SCHOOL DISTRICT

And

CLEARFIELD EDUCATION ASSOCIATION

July 1, 2008 to June 30, 2012

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - Association Rights.....	1
A. Recognition.....	1
B. Term of Agreement.....	1
C. Maintenance of Membership.....	2
D. Fair Share.....	3
E. Improvement of Instruction.....	3
F. Meet and Discuss.....	3
G. Information.....	4
H. Bulletin Boards.....	4
I. General Meetings.....	4
J. Released Time.....	4
K. Savings.....	4
L. Severability.....	4
ARTICLE II - Employee Rights.....	5
A. School Year.....	5
1. School Calendar.....	5
2. Work Year.....	5
B. Teaching Hours, Load, and Conditions.....	5
C. Evening Obligations.....	7
D. Absence from Meetings.....	7
E. Substituting.....	7
F. Duty Free Lunch.....	8
G. Teaching Stations.....	8
H. Leaving Buildings.....	8
I. Planning Time.....	8
J. Non-Teaching Duties.....	9
K. Vacancies, Qualifications and Assignments.....	9
1. Vacancies.....	9
2. Request for Reassignment.....	11
3. Reassignments between Buildings.....	11
4. Available Candidates.....	11
5. Certification.....	11
6. Substitutes.....	11
7. Teaching Schedule.....	11
L. Seniority.....	12
1. Definitions.....	12
2. Accrual.....	12
3. Tie in Seniority.....	12
4. Uses of Seniority.....	12

M. Evaluation.....	13
N. Absence Due to Illness.....	14
1. Absence Without Pay.....	14
2. Job Related Injury.....	14
3. Accounting.....	14
4. Childrearing Leave.....	14
5. Benefits.....	14
6. Return from Leave.....	14
O. Protection of Employees.....	15
1. Unsafe and Hazardous Conditions.....	15
2. Reasonable Force.....	15
3. Financial Loss.....	15
4. Personal Property.....	15
5. Just Cause.....	15
6. Transporting Students.....	15
P. Required Meetings.....	16
 ARTICLE III - Employee Benefits.....	 16
A. Paid Leaves of Absence.....	16
1. Leaves.....	16
.1 Personal Leave.....	16
.2 Sick Leave.....	17
.3 Legal Leave.....	17
B. Unpaid Leaves of Absence.....	18
C. Insurance Provisions.....	18
1. Medical Insurance.....	18
2. Section 125 Plan.....	19
3. Dental Insurance.....	19
4. Life Insurance.....	20
5. Income Protection.....	20
.1 Benefits Payable.....	20
.2 Integration with other Income Benefits.....	20
6. Continued Insurance Benefits.....	21
D. Employee Sponsored Provisions.....	21
1. Educator's Income Protection Plan.....	21
2. Tax Sheltered Annuity.....	22
3. Community Projects.....	22
E. Other Employee Benefits.....	22
1. Severance Pay.....	22
2. Military Service.....	22
3. Early Retirement Benefit.....	22
 ARTICLE IV - EMPLOYEE SALARIES.....	 23

A. Base Salaries	23
1. Salary Schedule	24
B. Service Increments.....	25
C. Professional Growth Increments.....	25
1. Non-Graduate Program.....	25
2. Graduate Program.....	25
3. Post-Graduate Program.....	25
D. Statement of Salary.....	26
E. Employment Beyond School Work Year.....	26
F. Curriculum/Staff Development.....	26
G. Individualized Educational Program.....	26
H. Additional Duty.....	27
I. Trainer/Instructor	27
J. Miscellaneous Supplementals	27
K. Loss of Salary	27
L. Payment of Salary.....	27
M. Tuition Fees	28
N. Athletic School Events	29
ARTICLE V - EXTRA PAY FOR EXTRA DUTY.....	29
A. Building and Class Related Activities	29
B. Non-Class Related Activities	30
C. Athletics	31
D. Guidelines.....	33
ARTICLE VI - GRIEVANCES	34
A. Definitions.....	34
B. General Principles.....	34
C. Grievance Procedure	35
1. Step One	35
2. Step Two.....	35
3. Step Three	36
4. Step Four	36
D. Rights of Teacher's to Representation	37
E. Rights of the Association	37
F. Form for Filing of Grievance.....	38
ARTICLE VII - NO LOCK OUT - NO STRIKE	39
A. No Lock Out - No Strike Provision.....	39
Signature Page.....	39
APPENDIX A - Step Placement/Salary Schedule.....	40
APPENDIX B - Summary of PPO Blue Benefits	41

PREAMBLE

The Board of School Directors of the Clearfield Area School District and the Clearfield Education Association believe that the development and operation of educational programs of the highest quality for the benefit of the students and the community is a common responsibility which requires, for its effective discharge, consultation among the Board, the Superintendent and Administrative Staff, and other members of the Professional Staff speaking through their elected representatives. Since these groups have the same ultimate aim of providing the best educational opportunity for all pupils enrolled in the schools consistent with community resources, relations must be established and maintained which are based upon the common interest and the concept of education as a public trust and a professional calling.

The Board of School Directors, the Superintendent, the Administrative Staff, and other members of the Professional Staff can best attain their common objectives and discharge their common responsibilities if each utilizes the ability, experience, and judgment of the others in formulating policies and making decisions that involve matters of mutual concern and which affect the quality of the District's educational program. It is the purpose of this Agreement to set forth the standards governing such matters of mutual concern to the parties.

This Agreement is made and entered into by and between the Board of School Directors of the Clearfield Area School District, hereinafter referred to as the "Board" and the Clearfield Education Association, hereinafter referred to as the "Association."

ARTICLE I - ASSOCIATION RIGHTS

A. Recognition

The Clearfield Education Association is hereby recognized by the Clearfield Area School District as the exclusive bargaining agent for the employees as listed on the Certification of Representative Number PERA-R-230-10 under the conditions of Pennsylvania Law (Act 195, 1970) providing for collective bargaining for public employees.

B. Term of Agreement

The term of this agreement will begin July 1, 2008 and continue in force to June 30, 2012.

It is agreed that either or both parties may initiate talks relative to a successor agreement by November fifteenth (15th) of the year preceding the expiration of

this agreement, but in no case will negotiations commence later than January tenth (10th) of the year in which the agreement terminates.

Requests for the meeting to initiate talks will be submitted in writing by either party through the Office of the Superintendent according to Article I., Section E. A meeting time, date and place will be set by mutual consent at the conclusion of each negotiation session for the next negotiating meeting.

C. Maintenance of Membership

1. The Board agrees that all employees who are presently members of the Association shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195, as follows: "Maintenance of membership means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of the Collective Bargaining Agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such agreement."
2. The Board agrees to assure the Association of proper collection of membership fees under the following conditions:
 - .1 Members having authorized payroll deductions of annual membership fees will be entitled to have such fees deducted in ten (10) equal installments commencing in September of the membership year. The employer should receive the listing of those wishing payroll deduction by September fifteenth (15th), otherwise the agreement is void.
 - .2 Members resigning prior to the completion of their membership obligations will have any balance of dues retained by the Board and forwarded to the Association.
 - .3 Employees committed to maintaining membership by a signed agreement and who pay fees by a method other than payroll deduction hereby authorize the Board to deduct in the November pay those unpaid fees necessary to bring such member up to date and thereafter to deduct according to the authorized payroll deduction plan in effect for that school year.

The Association will notify the Board of such a situation no later than November fifteenth (15th).

- .4 The Board will provide to the President of the Association a complete alphabetical listing of professional employees with addresses, phone number, teaching assignments and building locations by the opening day of school for the current school term.

D. Fair Share

Each non-member in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988. The District and the Association agree to comply with all the provisions of said law. The Association agrees to extend to all non-members the opportunity to join the Association

E. Improvement of Instruction

1. The Board will establish policy and support measures to assure an atmosphere conducive to learning. The Board expects the maintenance of such policy to be the responsibility of the entire staff, which includes administrators.
2. The Board and the Clearfield Education Association are committed to general improvement in the quality of instruction by reducing, wherever feasible and practicable, class size and teacher load.
3. Participation in workshops, seminars, travel experiences and other like meetings organized to promote the general improvement of the schools and/or professional advancement will be encouraged by both the Board and the Association. Arrangements for these activities will be worked out cooperatively by the Board and the Association.
4. The Board and Administration will continue to involve professional employees on committees regarding curriculum and instruction. Further, building- and district-level liaisons will continue in order to promote a quality educational program.

F. Meet and Discuss

A meeting with the Board or representatives thereof will be arranged within fifteen (15) days of such request. The Board will notify the Association of time and place of such meeting within seven (7) days of the original request. Meetings may be arranged on shorter notice by mutual agreement. Special meetings will be arranged through the Office of the Superintendent.

G. **Information**

The Board will make available to the Association the same information that is supplied to the School Board members. Such information as committee reports and Board minutes will be provided thirty (30) minutes prior to the Board meeting. All other public information which is in the keeping of the Board and pertinent to the operation of the school system will be made available to representatives of the Association upon request.

H. **Bulletin Boards**

The Association will have the right to use building bulletin boards to post material it deems in the interest of the Association or its members. Such materials posted in all buildings will be confined to the faculty room bulletin boards.

I. **General Meetings**

During the general session of the first professional day of each school year the Association will be afforded thirty (30) minutes to meet with all new professional employees. The Association will also be afforded an opportunity to make announcements (not to exceed fifteen (15) minutes) at any or all professional meetings.

J. **Released Time**

1. Released time will be provided for the operations and functions of the Association. For such released time, the Association agrees to reimburse the employer for the cost of securing a substitute.
2. Whenever any representatives of the Association or any employees participate during working hours in negotiations or grievance proceedings, if authorized by the Superintendent, they shall suffer no loss of pay.

K. **Savings**

Any alteration in teaching conditions, benefits, and policies now in effect and/or as covered in this agreement shall be subject to grievance action.

L. **Severability**

If any provision of this agreement is held to be contrary to law, then such provision will be deemed valid only to the extent permitted by law, but all other

provisions of this agreement will continue in full force and effect. The parties will meet not later than thirty (30) days after any such holding for the purpose of renegotiating the provision or provisions affected.

ARTICLE II - EMPLOYEE RIGHTS

A. School Year

1. School Calendar - Recommendations for inclusion in the school calendar by the Association will be presented no later than March 15th of the preceding year. No school year will commence before August 20th nor end after June 15th of the subsequent calendar year without the consent of the Association. Once the calendar has been adopted, it may not be extended except by mutual consent or to make up lost days over which the employer has no control.
2. Work Year - The work year will not exceed 185 days. One of those days prior to the first student day and one day immediately following the last student day will be designated as teacher-planned/directed days. No more than 1 hour on each of those days can be directed by the administration, and must be within the teachers' building. The additional days above 183 days shall be planned by the Professional Educational Committee (PEC).

B. Teaching Hours, Load, and Conditions

1. The school day will not begin before 7:30 AM and not end later than 3:45 PM. No school day will exceed seven (7) hours and twenty (20) minutes in length, which includes thirty (30) minutes duty-free lunch period. Any employee may agree to an earlier starting time or later quitting time, by mutual consent.
2. Teachers will make reasonable effort to fulfill their professional obligations before leaving the building. The obligations will include and be limited by the following:
 - .1 Appointments for the parent conferences after school and during planning periods scheduled with the teacher's consent. This provision does not apply to I.E.P. conferences;
 - .2 Any meetings after instructional hours will not exceed sixty (60) minutes;
 - .3 A maximum of 18 hours after-school Administration planned/directed meeting times per year outside the instructional day may be held, with a

minimum of 8 hours, but not to exceed 12 hours in the first semester. Meetings will not be held on Fridays unless mutually agreed. Notice of such meetings shall be a minimum of one month in advance. During the 2008-09 school year, teachers will be required to complete 14 hours of teacher planned/directed collaboration time with a minimum of 7 hours in the first semester. Such time will be mutually agreed upon by all attendees. Teachers will be required to maintain a log, including date, time, and employees in attendance, and topic(s) discussed. An additional hour of teacher-planned/directed collaboration time will be added each year, starting in 2009-10 through 2011-2012 school year for a total of 17 hours.

3. The work week for grades 5 - 12 will include:
 - .1 No more than six (6) hours and fifty (50) minutes per day not including thirty (30) minutes duty free lunch.
 - .2 No less than five periods for planning per week.
 - .3 Non-instructional periods as assigned. A non-instructional responsibility shall be defined as a non-academic supervision of students in an instructional area or some other area of the building. These specified areas would normally be in the hallway, reasonably adjacent to the teacher's own classroom. Responsibility for restrooms will rest with teachers assigned to those areas; however, teachers will not be stationed in the restrooms. Teachers will not be assigned to supervise students in the food serving area of the cafeteria, but may be assigned to the area designated as the student lounge. A teacher shall not be offered a period of teaching assignment in lieu of the non-instructional responsibility. Supervised study will not exceed a ratio of one teacher per forty-five (45) students.
 - .4 Teachers shall be assigned to no more than 260 minutes of instruction per day, which would include labs. Any assignments beyond 260 minutes per day will be compensated at the rate of 1/7 of the per diem rate. It is understood that assignment during activity period to sponsor a club or organization, to supervise a subject area or laboratory, or such other similar responsibility is part of the normal workday and, as such, does not require any additional reimbursement. The extra class will be in lieu of a planning period.

- .5 Teachers who are asked and consent or volunteer to teach an extra class will be reimbursed at the rate of one seventh (1/7) of his/her per diem salary. The extra class will be in lieu of a planning period.
 - a. The assignment and acceptance of an extra class of extended length (greater than ten (10) days) will be given to the employee with the greatest amount of seniority as described by Article II., Paragraph L. For the purposes of this provision, however, seniority is limited to the department in which the class occurs.

D. Evening Obligations

Obligations, which require the teacher to return to school in the evening, include the following:

1. Parent visitations - not to exceed the following each year:
 - .1 Elementary Level (K-4) - Three (3) one-half (1/2) hour visitation periods per year will be attended.
 - .2 Middle School Level (5-8) - Two (2) one and one half (1 ½) visitation periods per year will be attended.
 - .3 High School Level (9-12) - One (1) two (2) hour visitation period per year will be attended.

E. Absence from Meetings

Reasonable requests to be excused from meetings enumerated in B and C above, will be honored.

F. Substituting

Teachers may agree to substitute for fellow teachers under the following circumstances:

1. A teacher may agree to substitute for another teacher without reimbursement so long as the absent teacher does not suffer loss of wages nor deduction from sick leave for such absences.
2. A teacher will be reimbursed \$22.50 for each period of substitution for other teachers.

3. Teachers volunteering to substitute may also choose the option of accumulating six (6) periods of substitution without reimbursement and receive, in lieu thereof, a day (Compensatory Time) for which they may be absent without loss of pay. The use of such compensatory time shall be limited to the conditions and restrictions pertaining to personal leave days. At the conclusion of each school year the employee will receive payment for portions of a day remaining.

In no case will a teacher be expected to substitute against his/her wishes, either with or without reimbursement. However, in the event of an extreme emergency and a substitute cannot be obtained, a teacher may be assigned during his/her planning period with a reimbursement as set forth above.

G. **Duty Free Lunch**

All professional staff members will have a one-half (1/2) hour duty-free lunchtime as provided by law.

H. **Teaching Stations**

Insofar as possible, classroom teachers will not be required to change teaching stations more than three (3) times during a school day.

I. **Leaving Buildings**

Professional employees may leave the building without requesting permission during their scheduled duty free lunch and/or their planning periods. The teacher will inform the office of his or her departure. It is understood that every effort will be made to minimize time out of the building during planning periods, since this time is intended for instructional planning purposes.

J. **Planning Time**

1. Elementary plan time shall be without responsibility for the supervision of students and will be no less than the planning time of other professional staff members (middle and high school).
2. Employees at the elementary level will be granted no fewer than thirty (30) consecutive minutes planning time at some time during the day.
3. In addition to I.2, elementary teachers will have duty-free plan time without responsibility of students while instruction in art, music, physical education,

or library science is being conducted by specialists who are certified teachers. Professional duties may be assigned during one of these classes in each cycle.

4. Middle school (5-8) professional staff will have no less than five (5) plan periods per week.
5. The high school professional staff will have no less than five (5) plan periods per week.

K. Non-Teaching Duties

1. The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should be utilized to this end. Non-teaching assignments will be limited to the following:

.1 Elementary (K-4)

- a. All monies collected will be sent to the appropriate school office. Professional employees will not be responsible for recording nor totaling any money collected.

.2 High School (9-12)

- a. All professional staff will help to supervise or assist in one (1) of the following end of year activities: Baccalaureate, Commencement or Graduate's Reception, Prom, Senior Breakfast, or General End-of-the-Year Committee.

.3 Other Non-Teaching Assignments

- a. Unless separate remuneration is made, every effort will be made to keep cafeteria, sidewalk, street crossing, bus loading and unloading responsibilities to a minimum and equitably distributed among staff.
- .4 Daily attendance will be reported to the office by the employee. State registers will be maintained by the office.

L. Vacancies, Qualifications, and Assignments

1. Vacancies - All staff vacancies ninety (90) school days or more in duration, including newly created positions and supplementary employment, must be announced to all staff members and an opportunity given to all qualified personnel to apply for a vacant position. Professional staff members will be

given priority for such positions except that athletic supplemental positions will be given to the most qualified applicants as determined by the Board. Where it is determined that qualifications are equal, seniority in the school district shall prevail.

Announcement of such available positions must clearly state qualifications necessary, and a job description will be available in the Superintendent's office. Such announcements must be made at least two (2) weeks prior to filling the vacant positions.

- .1 During the school year, such notice will be published in a bulletin and distributed to each building.
- .2 During the period school is not in session, the employer will notify any interested members of the Bargaining Unit of any vacancies that occur in their area of certification, provided they leave a stamped, self-addressed envelope in the Superintendent's Office at the end of each school year.
- .3 Request for reassignment must be made to the principal within one (1) week from the time of the initial notification.
- .4 An active and current file will be maintained and reviewed periodically in the Superintendent's Office for those employees requesting said changes in employment.
- .5 Applications for advertised positions will be available in the Superintendent's Office.
- .6 The Board has the discretion to delay the reassigned employee's movement into the new position until the first day of the next semester.
- .7 Permanent positions bid and awarded after the first day of school will not be implemented until the start of the following school year. Temporary positions of 90 days or more shall be bid, awarded, and implemented as per the bid.
- .8 If a person is hired during the summer to fill a duly advertised opening and after being approved by the Board, the same person declines the offer or accepts a position elsewhere prior to August 1 of that same summer, the position will be posted for five (5) days within the District. If that same Board approved person declines the offer or accepts a position elsewhere from August 1 to the first student day, the District may fill that position without reposting it within the District.

2. Request for Reassignment - Teachers may request reassignment to any position that will be vacant for ninety (90) days or more in their area of certification.
3. Reassignments between Buildings - Building to building reassignment of teachers will not be made without sufficient notice and mutual agreement.
 - .1 Thirty (30) day notice, except in an emergency, will be given to teachers when a reassignment is to be made.
 - .2 The teachers involved in reassignment will have the opportunity to discuss this with the administrator in charge so that the rationale for the move can be understood.
 - .3 Where staff vacancies may incur a chain of transfers, transfer days will be set by the CEA President and the Superintendent no later than ten days after the close of the posting periods.
 - .4 Staff members interested in the vacancies, which occur in their area of certification, will be present at the transfer day or will provide a written proxy to the CEA President or another member to apply on their behalf. All transfers are to be filled according to seniority.
4. Available Candidates - Teachers should make the Board aware, through the office of the Superintendent, of any qualified candidate for any open position.
5. Certification - The Board and the Association agree that a person employed will be properly certified. The minutes of the Board meetings will contain a statement regarding the certification of each new employee.
6. Substitutes - Each building principal will maintain a current list of available substitutes, along with their degree and area of certification. Such information will be forwarded by the Superintendent to the principal. The Association may secure a copy in the Superintendent's office. In consultation with the principal, the teacher may recommend the substitute.
7. Teaching Schedule - All teachers will be provided with a tentative assignment for the ensuing year no later than the last day of school in the Spring. Changes that become necessary throughout the summer months will be communicated promptly to the person(s) involved, but in no case later than thirty (30) days prior to the opening of school, except in an unforeseen circumstance. In the event that a teacher's assignment is changed within the

thirty (30) days prior to the opening of school, he/she shall be offered one (1) additional inservice day to use for preparation.

M. **Seniority**

1. **Definitions** - Seniority means the status of employees with respect to total length of continuous service with the employer. Seniority shall be computed from the employee's first day worked following the most recent date of hire.
2. **Accrual** - Seniority shall continue to accrue during:
 - .1 Time loss because of an occupation-related accident or disease compensable under existing law.
 - .2 Suspensions, furloughs, and all approved leaves of absence.
 - .3 The use of sick leave.
 - .4 Time spent as a full-time substitute immediately preceding employment as a full-time employee.
3. **Tie In Seniority** - In the event two or more employees begin work on the same date, their seniority rank shall be determined by lottery, unless one employee has more service in the District in a professional position as a permanent substitute contiguous to receiving a regular contract.
4. **Uses of Seniority** - All reassignments, transfer, and furloughs will be made with due process and, if not voluntary, will be based on District seniority. This shall be accomplished with the least number of assignment changes.
 - .1 Changes of assignment within a building's subgrouping (level, team, or department) will be made only after consultation between the principals and teachers involved. If there are no volunteers, teachers with the least District seniority within the building, then, within the level, team or department will be reassigned.
 - .2 Transfers from building to building will be made only after consultation between the principals and teachers involved. If there are no volunteers, teachers with the least District seniority will be transferred to a vacant position in another building.
 - .3 Furloughing of staff will take place only after all avenues of avoiding suspension have been pursued, i.e. reassignment or transfer (considering

cross-certification). The district will then furlough the teacher(s) with the least district seniority.

- .4 Employees must complete three (3) years of service to Clearfield Area School District before being given bidding rights. However, they shall possess the right to bump a less senior employee in their area of certification if their position is eliminated.

N. **Evaluation**

1. All monitoring or observation of the work performance of a professional employee will be conducted openly and with full knowledge of the employee in accordance with the Professional Employee Evaluation and Rating Policy adopted in 1974, or subsequently adopted evaluation policy.
 - .1 The Board agrees to use the PDE-426, PDE-427, and PDE-428 form as the method of recording professional evaluations. It also agrees to eliminate any use of numerical ratings. Seniority rights acquired within the District will prevail if all teachers are rated satisfactory, as there will be no substantial difference in ratings.
 - .2 No negative or unsatisfactory evaluation of an employee shall be made unless the evaluator has made specific suggestions for improvement in writing.
 - .3 Employee's work evaluation shall be based solely on personal observation by the evaluator.
2. No professional employee will be required to submit to evaluation by any person except those authorized to do so by the Pennsylvania Public School Code of 1949, as amended.
3. The professional employee will be given a copy of the written report on any evaluation within ten (10) school days. Either the employee or the person making the evaluation may request a conference after such a report has been given.
4. Appointment for observation other than by school personnel will be handled through the principal. Notification will be given to the teacher involved, who has the right to deny such a request.
5. An employee shall have the right to review all the contents of his/her file and be afforded the opportunity to reproduce any or all of the contents at the

employee's expense. The employee also has the right to have representatives of the Association present during such a review. Confidential information will not be part of this file.

6. No file or record derogatory to the employee will be maintained other than that file which is available to the employee.
7. No complaint against a teacher will be made a part of any record or file without the teacher's knowledge and opportunity for rebuttal.

O. **Absence Due to Illness**

1. **Absence Without Pay** - A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and eligibility for sabbatical leave, if applicable, will be granted a leave of absence without pay for a period of one (1) year from the date of exhausting all other leave privileges.
2. **Job Related Injury** - Absence due to job related injury incurred in the course of a teacher's employment shall not be charged against the teacher's sick leave days and the Board shall pay to such teacher the difference between his/her salary and the benefits received under the Worker's Compensation Act of Pennsylvania, with a limitation of the maximum of thirty (30) days for which the Board shall be liable.
3. **Accounting** - Upon request, teachers will be given a written accounting of accumulated sick leave and the accumulation of personal days used.
4. **Childrearing Leave** - The parent, upon the birth or adoption of a child, will be given the option to take a temporary leave of absence not to exceed one (1) year.
5. **Benefits** - The Board agrees to maintain in effect any fringe benefits, which can be maintained while the employee is on authorized leave. In cases where the leave is without pay (District payroll), the employee will reimburse the school district for the cost of maintaining such benefits in effect if the carrier approves.
6. **Return from Leave** - Upon return from authorized leave, the employee will be returned to precisely the position, which he/she held prior to the leave. Extra duty responsibilities will be held for only one year. In the event the position formerly held has been eliminated or altered, the employee, by seniority rights, may claim the position most comparable to the one previously held.

P. **Protection of Employees**

1. **Unsafe and Hazardous Conditions** - Teachers will not be required to work under unsafe or hazardous conditions nor perform tasks, which endanger their health, safety or well being.
2. **Reasonable Force** - While on school premises, a teacher may use such force as is reasonably necessary to protect himself/herself from an unprovoked attack by a pupil, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of lethal weapons upon the person of the pupil.
3. **Financial Loss** - In the event any professional employee is charged as a result of performing his/her professional duties, the Board will make every effort to assist the employee to recover or minimize any financial loss suffered by him/her if the action is dismissed or a decision is rendered in his/her favor.
4. **Personal Property** - The Board will make a reasonable effort to help employees recover cost of personal property stolen or destroyed in connection with his/her employment, providing school policy has been followed.
5. **Just Cause** - No professional employee will be dismissed, reduced in rank, professional status or compensation without just cause. This will in no way restrict or deny the professional employee's or temporary professional employee's rights under the School Code.
6. **Transporting Students** - No member of the Bargaining Unit will be required to transport pupils in other than school owned vehicles.
 - .1 School nurses, guidance counselors and Title I home visitors are authorized to use personal vehicles to transport pupils in the performance of their regular duties with the School District. All employees authorized to use private vehicles for school use will be reimbursed for mileage at the rate approved by the Internal Revenue Service.
 - .2 No member of the Bargaining Unit will be required to maintain a minimum amount of automobile insurance, other than required by law, to drive a personal vehicle to, on, and from school property and during school hours except those privately owned vehicles being used on authorized school business.

- .3 During the period of this contract, the Board agrees to make the professional employee an additional insured under the non-owned portion of their automobile liability policies to the limits of \$200,000.00 per person and \$1,000,000.00 per accident for bodily injury and \$50,000.00 property damage attributable to the use of the privately owned vehicle being used on authorized school business; such authorization to be given only those professional employees for whom documentary evidence of primary liability coverage of \$50,000.00 per person and \$100,000.00 per accident for bodily injury and \$10,000.00 property damage is held by the Board.
- .4 The Board also agrees to carry an accidental death policy in the amount of \$50,000.00 for those public employees traveling in a motor vehicle on school business as per the above authorization.

Q. **Required Meetings**

The Association recognizes the supervisory right of the Board and the rights of supervisory and administrative personnel to enter into consultation with any employee at any time; however, when any professional employee is required to appear before the Superintendent, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position of employment or the salary or any increments pertaining thereto, then he will be given prior written notice of the reasons for such meeting or interview, and will be entitled to have a representative of the Association or legal counsel present to advise him/her during such meeting or interview. If an employee is suspended pending charges and decision is later rendered in his favor, the employee will be reinstated with accrued service time and compensation for that time away from employment.

That if the principal has consultation with any employee at any time that could result in the imminent suspension or discharge, then the principal must give notice that the employee can have CEA representation if he/she so desires.

ARTICLE III - EMPLOYEE BENEFITS

A. **Paid Leaves of Absence**

1. **Leaves** - During the period of this contract, teachers shall be entitled to the following leaves of absence with full pay each school year:
 - .1 **Personal Leave** - Professional employees will receive three (3) days of personal leave, accumulative to seven (7). The teacher is required to give

a request three (3) days in advance (not a reason). In any school year when the employee's leave accumulates to more than four (4) up to a limit of seven (7), the employee must either use the days in excess of four (4) or exercise one of the following options:

- a. Convert the unused personal days (those in excess of four (4)) to sick leave. The days converted to sick leave will not be deducted from the total accumulated sick leave for retirement or death benefit.
- b. When an employee retires from the district, they will be reimbursed at a rate of \$50.00 per day for any personal days that they have accrued. This payment shall be made as a non-elective employer contribution to the employee's 403(b) Tax Sheltered Account. The employee shall have no cash option.

The days of leave are subject to the following conditions:

- c. The three (3) days notice or ratio per building may be waived in cases of extreme emergency.
 - d. More than four (4) consecutive personal days may be used once every three (3) years. This requirement may be waived in extenuating circumstances upon review and approval by the board or its designee.
 - e. Each request must be dated and will be honored on the following ratio:
 - .1 If 1-20 teachers are employed in the building, two (2) teachers may take personal leave;
 - .2 21 or more teachers are employed in the building, seven (7%) percent of the number of teachers employed in that building may take personal leave on the same day.
 - f. Personal days will be granted on a "first come - first served" basis.
- .2 Sick Leave - Section 1154(a) of the public school code shall be followed.
- a. Employees shall be permitted to use 5 days of their annual 10 days of their sick leave allotment for illness, hospitalization, or medical attention to a member of the household or immediate family as defined as wife, husband, parent (including step or foster), sister, brother, daughter, son, or grandchild.

b. A medical excuse for illness credited against sick leave shall not be required unless the Board or its designee has reason to believe the Employee is abusing his/her sick leave privilege.

.3 Legal Leave - Time necessary for appearance in any legal proceedings connected with the member of the Association's employment or with the school system at the request of the Board except in litigation against the school district.

a. In the event an employee is selected for jury duty, the employer will pay the difference between the amount received for such service and the per diem salary of the employee.

B. Unpaid Leaves of Absence

1. Employees will be eligible for leave without pay and subject to the conditions set forth below:

.1 Leaves for those purposes and to the limits authorized in the School Code.

.2 A leave of absence for two (2) years will be granted to any employee for the purpose of serving the Association either as a full-time officer or on its staff.

.3 A maximum leave of two (2) years will be granted for foreign study or teaching positions. Such leave will be authorized only after completion of five (5) years of service to the District.

.4 The Board will grant non-paid leave for any employee to serve one term in any governmental office to which he/she may be elected.

C. Insurance Provisions

1. Medical Insurance

Starting July 1, 2008, the employer will pay the full premium for the medical insurance as is in operation under (Blue Cross Direct Blue and as currently provided under 010328-03 or comparable thereto.) Starting with the first pay of the 2010-11 school year, the Board shall pay full premium, minus a monthly premium co-pay of Single-\$30; Husband-Wife or Employee with child-\$45; Family-\$60. Starting with the 2011-12 school year, the Board shall pay full premium, minus a monthly premium co-pay of Single-\$50; Husband-Wife or Employee with child-\$75; Family-\$100.

	2008-09	2009-10	2010-11	2011-12
Single	\$0	\$0	\$30	\$50
Husband/Wife	\$0	\$0	\$45	\$75
Employee w/Child	\$0	\$0	\$45	\$75
Family	\$0	\$0	\$60	\$100

The co-pay shall not be charged to an employee who is a spouse or dependent upon another employee's coverage provided by the Board. Such coverage will be available to all members of the bargaining unit. In case of spouses who are both employed as professionals by the District, only one shall be entitled to primary coverage, and the other shall be covered as a dependent only. In consideration of this, any family affected will receive an annual payment of \$1,000. This payment will be made the last pay in June of each year. In the event that the relationship which provides the coverage for the dependent spouse is terminated through death, divorce, or other event, the dependent spouse shall be entitled to reinstate his/her own primary coverage without a lapse in benefits. In such case, the \$1,000 June payment shall be pro-rated to account for the time during which the employee was carried as a dependent during that year. Any bargaining unit member may choose the aforementioned option by signing a waiver of employer paid hospitalization premiums.

Further, no alteration in carrier or coverage will be made without knowledge and consent of the Association Executive Committee who shall not unreasonably refrain from granting such consent.

See Appendix B.

2. Section 125 Plan

The district shall adopt an IRS Section 125 Plan and shall make available to members of the bargaining unit a Section 125 Flexible Spending Account program for Medical and Dependent Care Expenses beginning no later than July 1, 2008. The Medical maximum shall be \$4,000 annually; the Dependent Care Maximum shall be the maximum permitted by IRS regulation.

3. Dental Insurance

The employer will maintain Dental Insurance as provided by School Claims Service or comparable thereto. Such coverage, including single, two-party and three-party will be available to all members of the bargaining unit.

Further, no alteration in carrier or coverage will be made without the knowledge and consent of the Association. Any alteration will be in accordance with the provisions for alteration included in III. C., Paragraph 1 above.

4. Life Insurance

The present Group Term Life Insurance will be maintained at \$35,000.00 Group Term Life.

5. Income Protection

- .1 Benefits Payable - A daily benefit equal to seventy percent (70%) of an employee's daily rate of pay, to a maximum benefit of \$100.00 per work day, will be paid beginning with the first workday following expiration of all accumulated sick leave, but not prior to the (21st) workday of disability. During each period of disability, benefits are payable for the workdays of total disability which fall within two (2) years for sickness and five (5) years for accident.
- .2 Integration with other Income Benefits - The daily benefit payable from this plan will be reduced by the amount of any of the following benefits for which the employee qualifies upon his application:
 - a. Any wage, salary, or other income received from a present or past employer, including salary received while on Sabbatical Leave.
 - b. Any governmental (federal, state, or political subdivision thereof) disability or retirement benefit, including Public School Employees' Retirement System of Pennsylvania and Social Security (both primary and dependent benefits). If the Social Security Act is amended to increase the Old Age, Survivors, and Disability Insurance benefits from this plan, the benefits being received from this plan will not be affected by such increase.
 - c. Workers' Compensation, Occupational Benefit Law or similar legislation.
 - d. Any disability insurance plan for which the school district makes a contribution or provides payroll deduction.

If the employee is entitled to a Monthly Benefit under this plan and to "Other Income Benefits" and if the sum of the Scheduled Monthly

Benefit specified under the Schedule of Benefits and "Other Income Benefits" for the same month exceeds an amount equal to seventy percent (70%) of the monthly salary of the employee, the Monthly benefit payable under this plan will be the Scheduled Monthly Benefit reduced by the amount of such excess. For this purpose, "Other Income Benefits" shall include all other income benefits to which the employee becomes entitled (whether or not the employee applies for such benefits) under:

- .1 any disability insurance plan for which his employer makes contribution or provides payroll deductions,
- .2 any wage, salary, or other income received from his past or present employer,
- .3 Workers' Compensation Law, Occupational Disability Benefit Law, or similar legislation or
- .4 any governmental (federal, state, or political subdivision thereof) disability or retirement plan, including Social Security (both primary and dependent benefits) and the benefits payable under the provisions of the Public School Employees' Retirement System.

If, however, the Social Security Act is amended so as to increase the Old Age, Survivors and Disability Insurance benefits after the employee became entitled to receive Monthly Benefits hereunder, "Other Income Benefits" shall not include the amount of such increase affected during this current period of disability.

6. Continued Insurance Benefits - Each employee retiring or furloughed from the service to the Clearfield Area School District may, upon payment of premiums or a prorated share of the trust cost, continue to receive all insurance benefits provided in the collective bargaining agreement and all improvements in subsequent agreement until said employee attains the age of 65.

D. **Employee Sponsored Provisions**

1. Educator's Income Protection Plan - This plan is available to the full-time employees of the school district by means of payroll deductions.

2. Tax Sheltered Annuity - This plan is available to all full-time employees district by means of payroll deduction under authority of action by the Board in its November 23, 1964 meeting.
3. Community Projects - The Board, upon signed authorization by the employee, will provide payroll deductions of monthly pledges to community projects such as United Way, Industrial Aid, etc.

E. Other Employee Benefits

1. Severance Pay - Any employee whose service is terminated by death or retirement is eligible for severance pay equal to thirty dollars (\$30.00) per day for the first 100 days, \$40 for 101-200 days, and \$50 after 200 days of unused sick leave while in the employ of the Clearfield Area School District in accordance with retirement policies of the Public School Code, Section 1122. This payment shall be made as a non-elective employer contribution to the employee's 403(b) Tax sheltered Account. The employee shall have no cash option.

Notification of Termination - The employee must notify the Board of intention to retire by April fifteenth (15th) or within sixty (60) days of retirement, if retirement is necessitated during the school year due to disability. This sixty (60) day requirement would be waived in the case of an emergency enforced retirement. This retirement benefit will be paid no later than June 30th following retirement. In the case of death, employer shall contribute an amount up to the maximum amount permitted by IRS regulations into the employee's 403(b) Tax Sheltered Account.

2. Military Service - Military service time for which the employee is eligible to purchase retirement will also be regarded as service time for establishing proper step on the salary schedule including eligibility for service increments.
3. Early Retirement Benefit - In the school years 2008-09 and 2011-12 only, any employee with twenty-five (25) or more credit years of service in the retirement system, and at least ten (10) years of service to the Clearfield Area School District will be eligible for the following termination benefit:

To provide post-employment healthcare benefits, each eligible employee shall receive a contribution equal to \$12,000 as a district contribution into a Health Reimbursement Account ("HRA") established for each eligible employee. However, if eligible employee has alternative healthcare coverage and provides proof of coverage to the District, the District shall make a non-elective employer contribution of \$10,000 into the eligible employee's 403(b)

tax sheltered account in lieu of the HRA contribution Employees shall have no choice in the benefit received.

This provision shall expire on June 30, 2012.

ARTICLE IV - EMPLOYEE SALARIES

A. Base Salaries

1. Base salary shall be defined as those salaries appearing in Article IV. A., Schedule of Base Salaries. The base salary of current bargaining unit members will be determined by the Step Placement Scale (see Appendix A). The District, at its discretion, may place new hires who have service outside the District on the salary schedule on any step up to the employee's years of service. For example, if a new hire has six years service in another district, the employer may hire that employee on any step of the salary schedule from Step 1 to Step 6. When properly certified personnel cannot be obtained to fill a position, and the same is demonstrated, the Employer may deviate from the foregoing and place new hires on the salary schedule as needed. The Employer shall not act arbitrarily or capriciously in such cases.
2. After 1989-90, a full step of service will be added to the employee's salary schedule placement if the person has completed at least ninety-two (92) or more days of service during the prior year. This relates only to employees under contract and those hired immediately after a full time substitute position in the District.

SCHEDULE OF BASE SALARIES

								STEPS	2011-12	
							STEPS	2010-11	1	\$40,000
				STEPS	2009-10	1	\$38,000	2	\$40,741	
		STEPS	2008-09	1	\$37,443	2	\$38,950	3	\$41,482	
STEPS	2007-08	1	\$36,195	2	\$38,443	3	\$39,900	4	\$42,223	
1	\$35,000	2	\$37,195	3	\$39,443	4	\$40,851	5	\$42,965	
2	\$36,000	3	\$38,195	4	\$40,443	5	\$41,871	6	\$43,965	
3	\$37,000	4	\$39,195	5	\$41,443	6	\$42,891	7	\$44,965	
4	\$38,000	5	\$40,195	6	\$42,443	7	\$43,911	8	\$45,965	
5	\$39,064	6	\$41,195	7	\$43,443	8	\$44,931	9	\$47,990	
6	\$40,504	7	\$42,195	8	\$44,443	9	\$45,951	10	\$50,015	
7	\$41,945	8	\$43,195	9	\$45,443	10	\$48,058	11	\$52,040	
8	\$43,385	9	\$44,195	10	\$46,443	11	\$50,165	12	\$54,065	
9	\$44,825	10	\$45,195	11	\$48,593	12	\$52,272	13	\$56,090	
10	\$46,265	11	\$47,345	12	\$50,743	13	\$54,379	14	\$58,115	
11	\$47,706	12	\$49,495	13	\$52,893	14	\$56,486	15	\$60,140	
12	\$49,146	13	\$51,645	14	\$55,043	15	\$58,593	16	\$62,165	
13	\$50,586	14	\$53,795	15	\$57,193	16	\$60,700	17	\$64,190	
14	\$52,026	15	\$55,945	16	\$59,343	17	\$62,807	18	\$66,215	
15	\$53,467	16	\$58,095	17	\$61,493	18	\$64,916	18	\$66,215	
16	\$54,907	17	\$60,245	18	\$63,643	18	\$64,916	18	\$66,215	
17	\$56,347	18	\$62,395	18	\$63,643	18	\$64,916	18	\$66,215	
18	\$61,172	18	\$62,395	18	\$63,643	18	\$64,916	18	\$66,215	

*Read across the salary scale horizontally.

B. Service Increments

All professional employees will receive service or anniversary increments of \$100.00 at the completion of thirteen (13) years, fifteen (15) years, twenty (20) years, twenty-five (25) years, and thirty (30) years of service.

C. Professional Growth Increments

1. Non-Graduate Program - Post Bachelor of Science in Education (Level I) and Non-Master's degree programs and/or Inservice credits will be reimbursed at the rate of \$100.00 increments at the completion of eight (8), sixteen (16), and twenty-four (24) credits for professional growth or permanent certification.
2. Graduate Program - Approved Master's Degree Program will receive one hundred dollars (\$100.00) increment at the completion of six (6), twelve (12), eighteen (18), twenty-four (24), and thirty (30) credits inclusive. The earned Master's Degree will receive two thousand dollars (\$2,000) and the earned Master's Equivalent will receive seven hundred dollars (\$700.00) above the Bachelor's Degree salary. Requests to receive salary adjustments under this section must be submitted with proper verification no later than the 15th of September or the 15th of February for the second semester, which will be prorated for the year.

Note: The accumulated amount receivable for credits under C.1 and C.2 will not exceed \$600.00.

3. Post-Graduate Program - Beyond Master's Level

- .1 For the achievement of each fifteen (15) graduate level credits (#400 or above) the employee will receive three hundred dollars (\$300.00) to a maximum of forty-five (45) credits (\$900.00). Any employee now receiving monies under this provision, as determined by previous definition or interpretation, will not suffer reduction of those monies.
- .2 For the achievement of each ten (10) inservice, or any combination of inservice and post-baccalaureate credits, the employee will receive one hundred fifty dollars (\$150.00) up to maximum of sixty (60) credits (\$900.00).
- .3 Seven hundred-fifty dollar (\$750.00) increment after completion of a doctorate degree. This increment is in addition to those acquired above.

4. Increments awarded consistent with the above Qualification in 1983-84 or thereafter cannot be disallowed. Any increments already awarded, correctly or incorrectly, cannot be reduced unless such award was the result of the employee supplying false documentation.

D. **Statement of Salary**

At the end of each school term, the employee will be given the following information:

1. Base salary for the following school term.
2. Number of unused sick leave days.
3. Accumulated personal days.

E. **Employment Beyond School Work Year**

1. Those employees who are employed for the entire calendar year because of seasonal activities, as well as those who are requested by the Board or administrative staff to work beyond the regular contract, will be compensated at a daily rate of 1/185 of the employee's base salary for each day of employment to a maximum of 220 days.
2. Guidance counselors and school nurses may be granted comp time when school is not in session throughout the summer months to be used during the following school year.

F. **Curriculum/Staff Development**

Teachers shall be compensated at the rate of twenty dollars (\$20) per hour for curriculum/staff development activities.

G. **Individualized Educational Program**

During the normal workday, released time shall be authorized at the discretion of the supervisor. The supervisor shall also have the discretion to authorize development of IEP's and conferences with parents outside the normal workday to be paid at the rate of twenty dollars (\$20) per hour, up to a maximum of 40 hours.

In addition, up to eight hours or one day during the summer shall be approved at the discretion of the supervisor for scheduling, to be paid at the rate of twenty dollars (\$20) per hour.

H. **Additional Duty**

Employees who are contracted to work on a school district sponsored project beyond the school work year will be paid an hourly wage of twenty dollars (\$20.00) per hour. This includes Saturday School and/or Extended Day Suspension.

I. **Trainer/Instructor**

Trainer/instructor for staff development, adult education, summer school, incarcerated students, homebound instruction, summer music, and driver education shall be compensated at the rate of twenty dollars (\$20.00) per hour. Consideration will be given for additional hours required for planning purposes.

J. **Miscellaneous Supplementals**

Employees who perform duties of additional need that are not included in the list of activities, but that have been approved by the administration shall be compensated eight dollars (\$8.00) per hour.

K. **Loss of Salary**

Loss of salary resulting from absenteeism will be computed on a per diem rate of 1/185 of the employee's professional salary. Employee's receiving Supplemental Payments will like-wise have their income reduced by the cost to the district for replacement services.

L. **Payment of Salary**

Employees will have the option of receiving their pay in ten or twelve equal installments.

Payday will be on the 20th of each month. Those selecting the ten-pay option will receive their final payment on the closing day of the school year. In the event the 20th falls on a weekend, payday will be the Friday before the 20th. In the event the 20th falls on a scheduled school vacation or holiday, payday will be the last working day prior to the school closing.

M. **Tuition Fees**

1. **Reimbursement** - Members of the bargaining unit shall not be reimbursed by the district for their first 12 credits toward Level II Certification. Thereafter, reimbursement will be based 70% of the amount charged for graduate credits by the Pennsylvania State University up to a maximum of twelve (12) credits earned during the school year (September to the following September). Any credits in excess of the twelve (12) will be reimbursed the following year.
2. **Eligibility** - In order to be eligible for such tuition payments:
 - .1 The teacher must have prior approval from the Superintendent except for those courses that are specifically related to their educational field. The condition for approval shall be met by the following; the course is in the general field of education including the areas of school administration and educational methods.
 - .2 The teacher must present proof of the successful completion ("C" or numerical equivalent) of such course work and proof of payment of tuition.
 - .3 The requirements of the course must be completed while employed by the Clearfield Area School District.
 - .4 The teacher must remain in the employ of Clearfield Area School District for one (1) year after completion of the course. In the event a teacher chooses not to remain for one (1) year, the cost of tuition which has been reimbursed will be deducted from the teachers final paycheck.
 - .5 The provisions of this policy apply solely to tuition costs incurred from completing college level undergraduate or graduate courses at accredited colleges or universities which offer four (4) year degree programs and which the Bureau of Certification in the Pennsylvania Department of Education will approve for certification.
 - .6 The course is a technical course or seminar which is offered outside the usual institutions of higher learning and has received the approval of the Superintendent. It complements the professional's area(s) of expertise, allowing our staff to acquire the latest information related to technology.
 - .7 Payment shall be limited to the actual expense incurred by the employee for the college tuition, and reimbursement will not be paid where the

employee receives tuition payments from, or the tuition is paid by another party.

3. Payment - Credit reimbursement shall be made in September, January, and June. Payments will be made on the basis of a receipted voucher for the school attended, and the applying teacher showing source of payment and a college transcript or grade sheet.
4. Payment from Other Sources - Credits that are paid for or partially paid for by another source will not qualify for reimbursement to the extent that payment is made.

N. Athletic School Events

Persons with duties at athletic or other school events will be compensated at the rate of twenty (\$20.00) per event; fifty (\$50.00) per full day events. Bargaining unit employees will be given priority when assignments are arranged. All bargaining unit members will receive a complimentary pass to all school events inclusive in this clause.

ARTICLE V - EXTRA PAY FOR EXTRA DUTY

A. Building and Class Related Activities

	2008-09	2009-10	2010-11	2011-12
Department Chair				
More than two (2) but less than six (6) persons	1,900	1,950	2,000	2,050
Six (6) persons -	1,900	1,900	2,000	2,050
plus \$ for each person over six (6)	100	100	100	100
Head Teacher				
Base -	2,910	2,950	3,000	3,025
plus \$ for every room over three (3)	200	200	200	200

Definition of Every Room Over Three: This would be an additional classroom of students with a full-time teacher. In order for a teacher to qualify as a full time teacher, he/she must spend at least 75 percent of his/her instructional time within the building of one head teacher for a full student school year (180 days).

Note: Salary for head teacher with over three (3) rooms and department chairpersons with over (6) department members will also receive the appropriate increases for the duration of the contract.

B. Non-Class Related Activities

	2008-09	2009-10	2010-11	2011-12
Dramatics Coach	1,474	1,503	1533	1564
Per major production				
Assistant Dramatics Coach	840	857	874	892
Per major production				
Musical Dramatics Coach	1625	1656	1689	1723
Per major production				
Assistant Musical Dramatics Coach	1,083	1,105	1,127	1,150
Per major production				
Show Choir Advisor	1,250	1,325	1,425	1,550
H.S. Music Advisor	7,513	7,573	7,605	7,637
Assistant Marching Band Director	1,950	1,989	2,000	2,000
H.S. Flags/Majorettes	3,602	3,674	3,747	3,822
M.S. Music Advisor	1,686	1,720	1,754	1,789
Yearbook Advisor	3,000	3,150	3,213	3,277
Assistant Yearbook Advisor	1,083	1,105	1,127	1,150
H.S. Newspaper Advisor	1,083	1,105	1,127	1,150
Student Council Advisor				
High School	1,894	1,932	1,971	2,010
Middle School	772	788	803	819
Elementary (each except 2 at Clearfield)	406	414	422	431
Bus Ramp Supervisor	5,051	5,152	5,255	5,360
Cafeteria Supervisor	5,051	5,152	5,255	5,360
Class Advisor				
Grade 9	949	968	987	1,007
Grade 10	1,083	1,105	1,127	1,150
Grade 11	1,354	1,381	1,408	1,436
Grade 12	1,219	1,243	1,268	1,294
Planetarium Coordinator	3,950	3,975	4,000	4,000
Detention Supervisor	5,051	5,152	5,255	5,360
M.S. Media Coordinator	5,051	5,152	5,255	5,360
H.S. Media Coordinator	5,051	5,152	5,255	5,360
Elementary Media Coordinator	5,051	5,152	5,255	5,360
Elementary Media Assistant Coordinator	1,354	1,381	1,408	1,436
Mentor	752	767	783	798

C. Athletics

	2008-09	2009-10	2010-11	2011-12
<u>Football</u>				
Head Coach	7,513	7,573	7,605	7,637
Varsity Assistant	4,003	4,103	4,185	4,265
Junior Varsity	3,584	3,644	3,726	3,806
9 th Grade	3,584	3,644	3,726	3,806
7 th /8 th Grade	2,559	2,619	2,701	2,781
Elementary	570	581	593	606
<u>Basketball - Boys/Girls</u>				
Head Coach	7,513	7,573	7,605	7,637
Varsity Assistant	4,003	4,103	4,185	4,265
Junior Varsity	3,584	3,644	3,726	3,806
9 th Grade	3,584	3,644	3,726	3,806
7 th /8 th Grade	2,559	2,619	2,701	2,781
Elementary	570	581	593	606
<u>Wrestling</u>				
Head Coach	7,513	7,573	7,605	7,637
Varsity Assistant	4,003	4,103	4,185	4,265
Junior Varsity	3,584	3,644	3,726	3,806
9 th Grade	3,584	3,644	3,726	3,806
7 th /8 th Grade	2,559	2,619	2,701	2,781
Elementary	570	581	593	606
<u>Baseball</u>				
Head Coach	4,003	4,103	4,253	4,453
Varsity Assistant	2,769	2,829	2,861	2,911
Junior Varsity	1,731	1,791	1,823	1,901

	2008-09	2009-10	2010-11	2011-12
<u>Track</u>				
Head Coach	4,622	4,722	4,854	4,886
Varsity Assistant	2,769	2,829	2,861	2,893
Middle School Head	1,584	1,644	1,676	1,708
Middle School Asst.	1,268	1,328	1,360	1,392
<u>Golf</u>				
Head Coach	3999	4059	4091	4123
<u>Swimming</u>				
Head Coach	4,622	4,722	4,872	5,022
Assistant	2,769	2,829	2,861	2,893
Var. Asst./Diving	1,584	1,644	1,719	1,819
<u>Cross Country</u>				
Head Coach	3999	4059	4091	4123
Varsity Assistant	2,769	2,829	2,861	2,893
<u>Volleyball - Girls</u>				
Head Coach	3999	4059	4091	4123
Varsity Assistant	2,769	2,829	2,861	2,893
Junior Varsity	1,731	1,791	1,823	1,901
<u>Cheerleader</u>				
Fall Varsity Football	1,181	1,241	1,291	1,323
Fall Varsity Asst.	770	830	880	930
Gr. 9/Middle School	631	691	741	791
Winter Var. Basketball	1,044	1,124	1,236	1,323
Winter Var. Wrest.	1,044	1,124	1,236	1,323
Winter Var. Asst.	770	830	880	930
Gr. 9/Middle School	631	691	741	791

	2008-09	2009-10	2010-11	2011-12
<u>Softball - Girls</u>				
Head Coach	4,003	4,103	4,253	4,453
Assistant	2,769	2,829	2,861	2,911
Junior Varsity	1,731	1,791	1,823	1,901
M.S. Head	1,532	1,562	1,592	1,624
M.S. Assistant	1,210	1,234	1,259	1,284
<u>Soccer</u>				
Head Coach	4,003	4,103	4,353	4,553
Varsity Assistant	2,769	2,829	2,861	2,911
Junior Varsity	1,731	1,791	1,823	1,901
M.S. Head	1,532	1,562	1,592	1,624
M.S. Assistant	1,210	1,234	1,259	1,284
<u>Tennis - Boys & Girls</u>				
Head Coach	2,769	2,829	2,861	2,943
<u>Athletic Director</u>				
<u>Asst. Athletic Dir.</u>	14,082	14,142	14,174	14,206
	5,395	5,495	5,695	5,832
<u>Photographer</u>				
	1,928	1,988	2,020	2,052

D. **Guidelines**

1. The Head Coach of each sport, with approval of Board and Administration, shall place people at the levels he/she feels they will be most effective taking into consideration experience, performance, and responsibility.
2. The salary for any newly created position filled by an Association member will be negotiated by the Board and the Association.
3. No one can hold more than two extra pay for extra duty positions, unless a position cannot be filled by the staff. In this case, additional positions above two (2) will be declared open by the staff member holding the positions on a yearly basis.
4. All extra curricular duties held by non-members of the professional staff will be declared open annually.

5. Coaches, as recommended by the head Coach of each activity, may receive payment of salaries for themselves and their staffs by either of the following methods:
 - .1 They may opt to have their payments made of the remaining pay periods commencing with the month in which that activity is initiated. It would be the duty of the Head Coach to notify the business office of such commencing.
 - .2 They may choose to be paid during the duration of the activity or sport. The Head Coach must notify the business office of the initiation and conclusion of the activity.

ARTICLE VI - GRIEVANCES

A. Definitions

1. "Grievance" will mean a complaint by a professional employee or a group of the same, that there has been a violation, misinterpretation, or misapplication of this agreement, any policy, rule, order, or regulation of the Board of School Directors.

B. General Principles

1. Nothing contained in this grievance procedure will be construed to deny any professional employee his constitutional rights.
2. The failure of a professional employee to proceed to the next step of the grievance procedure within the time limits set forth will be deemed to be acceptance of the decision previously rendered and will constitute a waiver of any future appeal concerning the particular grievance. The failure of an administrator at any step to communicate his decision to the professional employee within the specified time limits will permit the employee to proceed to the next step. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process.

The time specified may, however, be extended by mutual agreement in writing by the authorized representative of each party.

3. In the event of a professional concern is filed on or after May 15, the person or persons initiating the alleged grievance may, at their option, choose to substitute the term "calendar days" in place of "school days" at all steps of the grievance procedure, in order to expedite the process over the summer months. The choice of this option must be made in writing along with the initial presentation of the alleged grievance.
4. A professional employee may seek and use the assistance of a designated representative of a voluntary professional organization at any step in the presentation and/or appeal of any grievance. Such assistance will include, but not be limited to, the direct representation of a professional employee at all steps of the grievance procedure including the calling of witnesses.
5. The Board will use every means at its disposal to assure to every professional employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his professional or employment status.

C. **Grievance Procedure**

In the event a dispute arises between the Association and the Board concerning a violation, misinterpretation, or misapplication of this agreement, any policy, rule, order, or regulation of the Board, the parties agree that the following grievance procedure shall be used to resolve the dispute:

1. **Step One** – The grievant or Association initiating the alleged grievance shall present the grievance in writing to the first level supervisor within five (5) school days after its occurrence. The written grievance shall indicate the date of the grievance and define in specific terms the manner in which the aggrieved party was harmed, injured, or suffered loss. Before action is taken on the alleged grievance, an oral conference between both parties shall be held within two (2) school days. The first level supervisor shall reply to the grievance in writing within five (5) school days after the oral conference.
2. **Step Two** – If the action in Step One above fails to resolve the grievance to the satisfaction of the grievant or Association, the grievance shall be referred to the Office of the Superintendent within five (5) school days after receipt of written reply in Step One.

Before action is taken on the alleged grievance, an oral conference between both parties shall be held within five (5) school days. The Superintendent shall reply to the grievance in writing within five (5) school days after the oral conference.

3. **Step Three** - In the event that the Association is not satisfied with the disposition of grievance at Step Two, and if the Association desires further action, the Association may within ten (10) school days after receipt of the response at Step Three, request a review by the Board of School Directors. The Board of School Directors will have twenty (20) calendar days to conduct a hearing, with all involved parties present, on the matter. Within ten (10) school days of the hearing, the Board shall inform the aggrieved party in writing of the disposition of the grievance. A copy will be sent to the President of the Association.
4. **Step Four** - If the Board and the Association are unable to agree upon a disposition of the grievance, the Association may request arbitration of the grievance by filing a notice with the Superintendent, which notice must be received within twenty (20) school days after the decision in Step Three is received or due.

The parties shall within five (5) school days of the notice to proceed to arbitration attempt to agree on a mutually acceptable arbitrator. If the parties fail to agree on an arbitrator, both parties must request within twenty (20) school days of the notice to proceed to arbitration that the Pennsylvania Bureau of Mediation submit a list of seven (7) possible arbitrators.

The parties shall, within seven (7) school days of the receipt of said list, select an arbitrator by alternately striking one name from the list until one name remains. The Employer shall strike the first name.

The arbitrator shall have no power or authority to add to, subtract from, or modify the provisions of this agreement in arriving at a decision of the issue or issues presented and shall confine his decision solely to the application and interpretation of this agreement.

The decision of the arbitrator shall be final and binding on both parties, except where the decision would require an enactment or amendment of a State statute, in which case it shall be binding only if such statute is enacted or amended. The arbitrator shall be requested to issue his decision within thirty (30) days after the hearing or receipt of the transcript of the hearing.

All the time limits contained in this Section may be extended by mutual agreement.

During the summer, days shall mean weekdays that the main office is open.

All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing the presentation of its own case. Either party desiring a record of proceedings shall pay for the record and make a copy available without charge to the arbitrator.

D. **Rights of Teacher's to Representation**

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.

E. **Rights of the Association**

The Association shall have the right to be present and to state its views at all stages of the Grievance Procedures.

F. Form for Filing of Grievance

Name of Complainant _____ Date Filed _____

Home Address _____

Home Telephone No. _____ No. of Years in School System _____

Name of School and School Address _____

Principal _____ School Telephone No. _____

Building Representative _____

Provisions of Master Agreement/School Policy alleged violated:

Statement of Grievance (specific terms or manner in which grievant was harmed):

Action Requested:

Signature of the Complainant

ARTICLE VII - NO LOCK OUT - NO STRIKE

A. No Lock Out - No Strike Provision

Both parties agree to faithfully abide by the provisions of the Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this agreement to which the parties have agreed, the Board pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement, and the Association pledges that members of the Association will not engage in strike (as the term is defined in Act 2195) during the term of this agreement.

SIGNATURES

IN WITNESS WHEREOF, the parties to this Agreement, intending to be legally bound hereby, have caused this Agreement to be executed by their proper officers.

CLEARFIELD AREA SCHOOL DISTRICT

By [Signature]
Signature
President
Title

Attest:

[Signature]

CLEARFIELD EDUCATION ASSOCIATION

By [Signature]
Signature
PRESIDENT
Title

Attest:

[Signature]

Signed this 21st day of July, 2008.

APPENDIX A

Clearfield Area School District Step Placement

Completed Years of Service				
Contract Step	2004-2005	2005-2006	2006-2007	2007-2008
1	0-1	0	0	0
2	2-3	1-2	1	1
3	4	3-4	2-3	2
4	5	5	4-5	3-4
5	6	6	6	5-6
6	7	7	7	7
7	8	8	8	8
8	9	9	9	9
9	10-11	10	10	10
10	12	11-12	11	11
11	13-14	13	12-13	12
12	15-16	14-15	14	13-14
13	17-19	16-17	15-16	15
14	20-21	18-20	17-18	16-17
15	22	21-22	19-21	18-19
16	23-24	23	22-23	20-22
17	25	24-25	24	23-24
18	26+	26+	25+	25+

APPENDIX B



Summary of PPOBlue Benefits

With your PPO, or Preferred Provider Organization, if you receive services from a provider who is in the PPO network, you'll receive the highest level of benefits. If you receive services from a provider who is not in the PPO network, you'll receive the lower level of benefits. In either case, you coordinate your own care. There is no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefit levels that apply during your benefit period.

Clearfield Area School District

12922-03

Benefit	Network	Out-of-Network
Benefit Period ⁽¹⁾	Contract	
Deductible (per benefit period)		
Individual	\$150	\$250
Family	\$250	\$300
Plan Payment Level - Based on the provider's reasonable charge (PRC)	100%	80% after deductible
Out-of-Pocket Maximums (Once met, plan payment level becomes 100%)		
Individual	None	\$1,000
Family	None	\$2,000
Lifetime Maximum (per person)	Unlimited	\$1,000,000
Primary Care Physician Office Visits	100% after \$20 copayment	80% after deductible
Specialist Office Visits	100% after \$20 copayment	80% after deductible
Preventive Care		
<i>Adult</i>		
Routine physical exams	100% after \$20 copayment	Not Covered
Adult Immunizations	100% deductible does not apply	80% after deductible
Routine gynecological exams, including a Pap Test	100% after \$20 copayment	80% (deductible does not apply)
Mammograms, annual routine and medically necessary	100% deductible does not apply	80% after deductible
<i>Pediatric</i>		
Routine physical exams	100% after \$20 copayment	Not Covered
Pediatric immunizations	100% deductible does not apply	80% (deductible does not apply)
Emergency Room Services	100% after \$50 copayment (waived if admitted)	
Spinal Manipulations	100% after \$20 copayment	80% after deductible
	Limit: 20 visits/benefit period	
Physical Medicine	100% after \$20 copayment	80% after deductible
	Unlimited	
Speech Therapy	100% after \$20 copayment	80% after deductible
	Limit: 20 visits/benefit period	
Occupational Therapy	100% after \$20 copayment	80% after deductible
	Limit: 20 visits/benefit period	
Allergy Extracts and Injections	100% after deductible	80% after deductible
Ambulance	100% after deductible	
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	100% after deductible	80% after deductible
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services (including routine)		
<i>Advanced Imaging</i> (MRI, CAT Scan, PET scan, etc.)	100% after deductible	80% after deductible

Benefit	Network	Out-of-Network
<i>Basic Diagnostic Services</i> (standard imaging, <i>diagnostic medical, lab/pathology, allergy testing</i>)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Enteral Formulae	100% deductible does not apply	80% (deductible does not apply)
Home Infusion Therapy	100% after deductible	
Home Health Care	100% after deductible	80% after deductible
Hospice	100% after deductible	80% after deductible
Hospital Services - Inpatient	100% after deductible	80% after deductible
Hospital Services - Outpatient	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (2)	100% after deductible	80% after deductible
Maternity (facility & professional services)	100% after deductible	80% after deductible
Medical/Surgical Expenses (Except Office Visits)	100% after deductible	80% after deductible
Mental Health - Inpatient (3)	100% after deductible Limit: 30 days/benefit period	80% after deductible Limit: 10 days/benefit period
Mental Health - Outpatient (3)	100% after \$20 copayment Limit: 45 visits/benefit period	80% after deductible Limit: 15 visits/benefit period
	Limit: 45 visits/benefit period	
Private Duty Nursing	100% after deductible	
Respiratory Therapy	100% after deductible	
Skilled Nursing Facility Care	100% after deductible	80% after deductible Limit: 100 days/benefit period
Substance Abuse - Inpatient Detoxification	100% after deductible Limit: 7 days/admission; 4 admissions/lifetime	80% after deductible
Substance Abuse - Inpatient Rehabilitation	100% after deductible Limit: 30 days/benefit period; 90 days/lifetime	80% after deductible
Substance Abuse - Outpatient	100% after \$20 copayment Limit: 60 visits/benefit period; 120 visits/lifetime	80% after deductible
Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements (4)	Yes	
Premier Prescription Drug Program <i>Defined by Premier Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</i>	Retail Drugs (34-day Supply) \$10 generic copayment \$20 brand copayment \$35 non-formulary brand copayment Mandatory Generic(5)	
	<u>Maintenance Drugs through Mail Order</u> (5) (90-day Supply) \$20 generic copayment \$40 brand copayment \$70 non-formulary brand copayment Mandatory Generic(5)	

- (1) Your group's benefit period is based on a Contract Year which runs from July 1 through June 30
- (2) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (3) State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-for-two basis) may apply to a diagnosis of serious mental illness. Serious mental illnesses include: schizophrenia, schizo-affective disorder, major depressive disorder, bipolar disorder, obsessive compulsive disorder, panic disorder, anorexia nervosa, bulimia nervosa, delusional disorder. Once mental health limits are exhausted, both inpatient and outpatient serious mental illness services must be provided by a network provider (see above-referenced benefits for plan limits).
- (4) Highmark Healthcare Management Services (HMS) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact HMS and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting HMS for precertification. If not, you are responsible for contacting HMS. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (5) The formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. It includes products in every major therapeutic category. The formulary was developed by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. Your program includes coverage for both formulary and non-formulary drugs at the specific copayment or coinsurance amounts listed above. You are responsible for the payment differential when a generic drug is authorized by your doctor and you elect to purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply.