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Kane Area School District
Kane Area Education Association
Collective Bargaining Agreement

AGREEMENT

THIS AGREEMENT, made the 9th day of August, 2007, by and between the BOARD OF DIRECTORS OF THE KANE AREA SCHOOL DISTRICT, of Kane, Pennsylvania (hereinafter referred to as the "Board"), and the KANE AREA EDUCATION ASSOCIATION, also of Kane, Pennsylvania, (hereinafter referred to as the "Association").

WHEREAS, it is recognized by the parties hereto that teaching is a profession requiring specialized educational qualifications, and that the quality of the educational programs conducted in the public schools of the Kane Area School District depends essentially upon the quality of the teaching service; the Board and the 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 or its representatives, the Superintendent, and members of the professional staff speaking through their representatives. Since these groups have the same ultimate aim of providing the best possible educational opportunity for all pupils enrolled in the schools consistent with community resources, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

The Board of Education, the Superintendent, and the 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 other in formulating policies and making decisions that involve matters of educational concern and which affect the quality of the district's educational program.

The members of the teaching profession are particularly qualified to advise upon the formulation of policies and programs designed to improve educational standards; and, therefore, the Board agrees to negotiate with the Association as the Representative of the professional employees of the School District with respect to the terms and conditions of employment, and the parties have reached certain understandings which they desire to confirm in this Agreement.

WITNESSETH

WHEREAS, the Board and the Association have bargained in good faith in accordance with the provisions of the Act of July 23, 1970, No. 195, commonly known as the Pennsylvania Public Employees Law, and Act 88 of 1992 with respect to the terms and conditions of employment, and have reached certain agreements and understandings, now in consideration of the mutual covenants and agreements hereinafter recited, the parties do hereby agree as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Kane Area Education Association as exclusive and sole representatives for collective negotiations concerning the wages, hours and other terms and conditions of employment of all professional employees. For the purpose of this Agreement, the term "Professional Employees" shall mean:

   All regularly employed full-time and all regularly employed part-time teachers, librarians, guidance counselors, and nurses. Said term will also include all regularly employed full-time and part-time teachers under contract who are on leave.

B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association and as defined herein.

ARTICLE II
CONTRACT PERIOD

This Agreement shall become effective on July 1, 2008 and shall continue in full force and effect until June 30, 2011, and shall automatically be renewed thereafter for one-year periods, unless either party gives written notice to the other of its intention to modify or terminate this Agreement prior to the date established by the provisions of Act 195 and Act 88. Said notice shall constitute notice for the commencement of negotiations in accordance with the aforesaid Acts.

ARTICLE III
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in a good faith effort to reach agreement on matters relating to wages, hours and other terms and conditions of employment.

B. During negotiations and discussions, the Board and the Association shall exchange relevant data and points of view, and shall make proposals and counter proposals. The Board shall make available to the Association all public records of the School District, including financial reports, audits, school board minutes, register of certificated personnel and census data, and salary data exclusive of teachers' names, unless a written authorization has been received from a specific teacher.

C. No amendment, modification or alteration to this Agreement shall be made or recognized unless the same is in writing duly signed by the proper representatives of the Board and the Association. During the period of negotiations, any items that have been discussed may be brought up for discussion again before the final signing of the Agreement and ratification of the same.

D. The negotiations meeting of the Board and the Association shall not be open to the press or to the public.

ARTICLE IV
RIGHTS OF PROFESSIONAL EMPLOYEES

A. If a professional employee shall be disciplined, dismissed, reprimanded, reduced in rank or compensation, or deprived of any professional advancement, the same shall be done only with just cause.

B. Whenever permanent professional employees are required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuance of those employees in their official position or employment, or the salary or any increments pertaining thereto, then they shall be given prior written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise them and represent them during such meeting or interview. It is recognized that the Superintendent may take immediate action, when in his/her judgment, the health and safety of students and district personnel are threatened, or when District property is in danger of being destroyed.

C. Nothing contained herein shall be interpreted or applied in such manner as to deny or restrict to any employee such rights as may exist under the Public School Code of 1949, as amended, or other applicable laws and regulations.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association pertinent data as referred to in Article III B hereof.

B. Whenever representatives of the Association or any professional employees are mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss pay.

C. At the beginning of each school year, the Association shall request the Board's permission to use the following: school buildings for meeting; school facilities, including typewriters, other duplicating machines, calculating equipment, computers, and all types of audio-visual equipment; intra-school mailing facilities and school mailboxes as it deems necessary.

1. Said facilities shall be used only after the building principal has certified said facilities are available for use and that the use thereof will not interfere with or disrupt other school programs.
2. No clerical or other personnel employed by the Board shall be asked or persuaded to perform duties or work for the Association or its representatives.

D. The Association is hereby granted permission to install in the faculty lounge of each building of the District a bulletin board to be used for Association purposes. Said bulletin board shall be located and placed only with the approval of the building principal. The Association may exhibit Association material on other bulletin boards in the buildings of this School District with the approval of the building principal.

E. The Board shall permit the president or a representative of the Association to attend, without loss of pay, four (4) days of P.S.E.A. meetings.

ARTICLE VI
SCHOOL CALENDAR

There will be one hundred eighty-eight (188) teacher days or equivalent in each school year scheduled as follows:

1. One hundred eighty-two (182) student days.
2. Two (2) teacher work days, on the first and last day of the teacher work year.
3. Four additional in-service days (or the equivalent of 8 blocks of flex time as described in #4 below).
4. Eight (8) blocks of flex time. (One block of flex time is equivalent to (3) hours and thirty-five (35) minutes in length, unless the employee consents to work a greater or lesser number of hours as a component of a block or blocks. One block of flex time may be substituted for one-half (1/2) of an in-service day. Any approved flex time performed after the last teacher day of the previous school year shall be applied to the following school year. The school year shall correspond to the respective fiscal year, e.g. July 1 through June 30. Appropriate topics or activities shall be planned and developed by Act 178, Administrative

Team, or Act 48 Continuing Professional Education (CPE), subject to the approval of the employer. Staff members shall be eligible to select from a range of programs and dates throughout the school year, but each employee must meet the requirements of a minimum of eight (8) blocks of flex time or attend the four additional scheduled in-service days, or parts thereof. Employees shall have the option of proposing activities or projects to the Administrative Team to discharge their obligation to work all or a portion of the blocks of time. Administrative Team approval is required for activities/projects to count towards the flex time requirement prior to the employee attending a flex time activity. Leave time may not be utilized in meeting the flex time requirements.

ARTICLE VII
TEACHERS' HOURS

A. During the term of this Agreement, the normal work day for teachers shall be seven hours, 40 minutes, including the duty-free lunch period. On days proceeding holidays or vacations or on Fridays, the teachers' day shall end at the close of the pupils' day, providing that the teachers' immediate duties are completed.

B. The normal teaching load will include five (5) unassigned preparation times per week. Such preparation times shall contain a minimum of thirty-five (35) minutes each and will be assigned within the scheduled pupil day for all teachers, except the primary teachers who teach a shorter pupil scheduled day.

C. All teachers are entitled to a duty free, non-interrupted lunch period of not less than thirty (30) minutes as provided by law.

ARTICLE VIII
TEACHING CONDITIONS

A. The Board shall provide a teachers' reference library in each of the three (3) main divisions of the educational program: Elementary, Middle School, and High School, to be located in the three (3) main buildings of the system.

B. The Board will provide:

1. A separate desk for each teacher in the District.
2. Space for each teacher to store coats, over shoes, and personal articles.
3. Copies, exclusively for the teacher's use, of all texts used in each of the courses taught.
4. An abridged dictionary in each classroom and one unabridged dictionary in each school building.

C. A faculty lounge shall be provided in each school building as presently existing. Students shall not be permitted to use the same.

D. The Board may annually appoint Curriculum Team Leader(s) in the following disciplines and grade levels:

K-2	Social Studies
3-5	Mathematics
Language Arts	Science

The duties of the Curriculum Team Leader shall be enumerated in a job description adopted by the School Board.

Curriculum Team Leaders shall be reimbursed as set forth in Schedule B hereof.

ARTICLE IX
NON-TEACHING DUTIES

The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that the teacher's energy should, insofar as possible, be utilized to this end. Therefore, the Board and Association agree as follows:

1. Teachers shall not be required to deliver books to classrooms.
2. Teachers shall not be responsible for holding monies beyond the normal teaching day.
3. Teachers shall be provided with help, whenever possible, with clerical duties such as:
    a. Keeping records
    b. Typing and duplicating instructional materials.
4. Teachers shall not be required to transport students in their own personal vehicles to activities which take place away from the school building. Teachers may do so voluntarily; however, with the advance approval of their principal or immediate supervisor, and they shall be compensated for mileage at a rate equal to the highest rate authorized by the Internal Revenue Service.
5. Teachers shall not be required to transport students in any vehicle for the Kane Area School System. Teachers may do this voluntarily; however, with the advance approval of their principal or immediate supervisor.

ARTICLE X
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. All teachers shall be given written notice of their schedules for the forthcoming year no later than the first day of August preceding the school year, unless agreed upon fully by the teachers affected by the change. However, in the event of any emergency occurring after August 1, the teachers directly affected by any required change will be consulted prior to the change, if possible.

B. Any assignments in adult education courses, summer driving education, federal projects, and summer school courses shall not be obligatory, but shall be with the consent of the teacher. Openings in such positions shall be adequately publicized by the Superintendent.

C. Notices of such assignments (as listed above) and in Schedule B of this Agreement, when they become open, shall be posted in each building in the District so that any teacher may apply for said position.

1. Any teacher, when applying for any position within the school system, shall submit an application in writing to the Superintendent or his/her designee.
2. Any written application received from current employees for a normal teaching position in the school system shall receive a written reply.

D. Teachers interested in providing homebound instruction shall submit their names in writing before the end of the first work week of the school year. The Board reserves the right to appoint certified individuals from its list of qualified substitutes.

E. The School Administration, on behalf of the School Board, shall take into consideration, but not be bound by, the teacher's preferences for classes or grade assignments when making a teacher's assignment.

F. The Board declares its support of a policy of filling vacancies, whenever feasible, from within its own teaching staff. As soon as a vacancy arises or is anticipated, the Superintendent or his/her designee shall promptly post notice of such vacancy. The Board reserves the right to hire personnel for vacancies in such positions, in accordance with its best judgment and discretion, from personnel not covered under the terms of this Agreement, when deemed appropriate by the said Board.

G. Involuntary transfers shall be made: (1) to equalize teaching loads; (2) to provide compatibility by assigning teachers to the age group that best suits the teacher's personality and abilities; (3) to minimize teacher lay-offs due to declining enrollment, program curtailment, and building closing; (4) to insure the best use of teacher talents.

A transfer is defined as any change in assignment from one subject area to another, from one grade level to another, or from one building to another. Prior to any action to transfer an employee or employees, the

administration shall inform the affected staff members and provide an opportunity for volunteers from the professional staff to fill such positions. The Superintendent will, upon request of unsuccessful applicants, meet and discuss reasons for the transfer (involuntary or voluntary) of another.

H. All applications for promotion and/or vacancy or transfer for regular teaching positions shall be acknowledged by the Board. Any such applicant who is a current employee shall be notified of the action taken by the Board on such applications.

I. Salary schedules for positions included in this article shall be negotiated along with regular salary schedules.

J. In the event that a committee of the Board is going to recommend that a supplemental contract of a professional employee is not going to be renewed, verbal or written notice will be given to the professional employee prior to the Board vote.

ARTICLE XI
PROFESSIONAL COMPENSATION

A. The basic salaries of professional employees covered by this Agreement are set forth in Appendix A and Appendix A-1 which are attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.

B. When teachers are requested to perform professional services in excess of their regularly assigned schedule, they are to receive compensation at the following hourly rates during the term of this Agreement:

Fiscal Year 2008/2009 -- $24/hour Fiscal Year 2009/2010 -- $25/hour
Fiscal Year 2010/2011 -- $25/hour

C. Teachers involved in extra duty assignments, as set forth in Appendix B, attached hereto and made a part hereof, shall be compensated in accordance with Appendix B.

D. Teachers required in the course of their work to drive personal automobiles shall receive a car allowance equal to the highest rate authorized by the Internal Revenue Service. The Superintendent shall have the right to arrange commercial transportation.

E. Compensation for accumulated sick leave days (upon retirement or resignation of employment), college credit payment, retirement pay, and mileage reimbursement shall be paid according to the rates set forth in Appendix C.

F. All members of the bargaining unit will be paid on the same scheduled basis during the term of this Agreement.

G. Employees who leave the school premises to conduct school district business shall do so only after providing notification to their immediate supervisor.

H. Employees shall be granted permission to leave the school premises during the normal school day for personal business only in cases of emergencies. The circumstances of the emergency shall be discussed with the employee's immediate supervisor, and the employee waives Workers' Compensation coverage while she/he is off school district property.

ARTICLE XII
EMPLOYEE EVALUATION

A. A formal observation of the work performance of a professional employee shall be conducted openly and with the full knowledge of the employee.

1. Professional and temporary professional employees shall be evaluated and rated only by persons designated by the Board to do so. For tenured employees, any evaluation or rating forms or any other criteria other than those required by the Department of Education shall be approved by the Association. For non-tenured employees, the District is required to use Form 427, and may additionally use Form 426. Upon request of the teacher or administration, the rating will be reviewed with the involved teacher within five (5) school days of the time of rating.

2. No evaluation shall be submitted to the central office, placed in the employee's file, or otherwise acted upon, without a copy being provided to the teacher prior to a requested conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form. Employees shall acknowledge that they have had an

opportunity to review such material by affixing their signatures to the copy to be filed with the express understanding that such signatures in no way indicate agreement with the contents thereof. Employees shall also have the right to submit a written answer to such material, and the answer shall be reviewed by the Superintendent or a representative of the Superintendent, and attached to the file copy.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. The results of a grievance will be put in the appropriate teacher's file.

B. Any complaints regarding an employee made to any member of the Administration by a parent, student, or other person who are used in any manner in evaluating the employee, shall be promptly investigated. The employee shall be given an opportunity to respond to and/or rebut the complaint, and shall have the right to be represented by the Association and counsel at any meetings or conferences regarding such complaint.

ARTICLE XIII
TEACHER-ADMINISTRATION

A. Recognizing that closer communication between the teacher and the administration is needed to bring about necessary revisions in working conditions among the faculty members, to promote better teaching climate, to relay to the teaching staff the major aims and objectives of the Elementary, Middle, and High School principals, and to bring to the discussions the feeling of the staff on various issues important to the school program, it is felt that advisory committees be formed from the faculties on the three (3) levels of instruction.

1. These committees shall be formed in the following manner: Two (2) members will be selected by the faculties at the various levels; two (2) members shall be selected by the principal of that level. The committees shall have at least four (4) members. The selection of additional members shall be made equally between the principal and the faculty being represented.
2. The two (2) or more members of the advisory committee chosen by the faculty at each level shall, by the end of September, call a meeting of the teachers at each level in order to elect representatives from the faculty to act on the advisory committee for the current year. The principal of the building or levels making up the committee shall, by the end of September, choose two (2) faculty members to serve on the advisory committee for the current year.
3. These committees will meet monthly with the principal on their level.
4. A report of the findings and results of discussions covered at these meetings shall be sent to all teachers involved.

ARTICLE XIV
ILLNESS OR DISABILITY

The Business Office shall notify each teacher of the total number of accumulated sick and personal leave days no later than the first pay day of each school year.

ARTICLE XV
LEAVE DAYS

A. Each professional employee will be granted two (2) paid personal leave days per school year for reasons beyond those mandated by the PA Public School Code of 1949, as amended. Such personal leave days, if unused, shall accumulate to a maximum of four (4) days. For each personal leave day not taken, the Board will reimburse the employee the sum of eighty-five dollars ($85.00) in the June paycheck. Any absences beyond the maximum accumulation that are not covered by law will be deducted at the daily rate of pay for that employee.

1. The number of teachers that may be on leave at any one time is restricted to ten percent (10%) of each building.
2. Prior approval is not required in order to take personal leave; however, three (3) days prior notice of use shall be given to the building principal, except in cases of emergency.
3. Personal leave days shall not be taken during the first five (5) work days of the school year, during the last five (5) work days of the school year, and/or the work day preceding or following a holiday or vacation; provided, however, the Superintendent in his/her sole discretion may authorize a personal day.
4. Personal leave shall not be taken on consecutive work days by the same teacher; provided, however, the principal or immediate supervisor of a teacher in his/her sole discretion may authorize personal leave on consecutive workdays. Such request shall not unreasonably be denied.
5. Personal leave must be taken for the full work day; provided, however, the principal or immediate supervisor of a teacher in his/her sole discretion may authorize personal leave for one-half (1/2) day. One-half (1/2) day increments can not be carried forward to the subsequent year.

B. Employees in the bargaining unit who are required to perform Jury Duty will be granted paid leave. The Board will pay the employee the difference between his or her Jury Duty pay and his or her daily teaching salary.

C. Each professional employee shall be entitled to use five (5) days paid leave per school year to care for the acute medical needs (accident or serious illness) of his/her immediate family (father, mother, spouse, or child). These leave days, if used, will be deducted from the teacher's unused, accumulated sick leave, or granted as unpaid leave if no accumulated paid leave is available.

D. SICK LEAVE BANK

1. During the 2008 – 2009 school year, the Association may begin the process of establishing a Sick Leave Bank.
2. By the end of the 2009 – 2010 school year, the Association will present its developed Sick Leave Bank to the Board for review and explanation.
3. Beginning with the 2010 – 2011 school year, the Association's developed Sick Leave Bank shall be implemented for all professional employees upon mutual agreement of the Association and the District.
4. The Association will be solely responsible for the administration of said Sick Leave Bank.
5. The District shall be provided with a list of contributors to the Sick Leave Bank, and a copy of the established rules and regulations.
6. The District agrees to honor withdrawals from the Sick Leave Bank upon proper certification by the Association.
7. Prior to the end of the 2011 – 2012 school year, representatives from the Association and the District shall meet and discuss the implementation, use and administration of the Sick Leave Bank during the current school year.
8. The Sick Leave Bank shall be extended to the next school year upon mutual agreement between the Association and the District.
9. If the Sick Leave bank is mutually agreed to be extended, the parties will meet on a yearly basis to evaluate the Sick Leave Bank and determine its extension on a yearly basis. The Sick Leave Bank may only be extended to subsequent years upon mutual agreement of the Association and the District.

10. The District will not be subject to the filing of grievances by employees with regard to operations of the Sick Leave Bank.

ARTICLE XVI
SABBATICAL LEAVE

A. Teachers employed by the Kane Area School District shall be granted sabbatical leave in accordance with the provisions of the laws of the Commonwealth of Pennsylvania and shall be paid in accordance with said provisions.

B. Application for sabbatical leaves by members of the professional staff, when made for the purpose of professional study, shall be filed with the Superintendent of this District on or before March 1, in the school year preceding the school year for which the application is filed. Applications for spring semester sabbatical leaves for the purpose of professional study shall be filed by October 1, preceding the spring semester for which the application is filed. Applications for sabbatical leave for health reasons may be filed with the Superintendent at any time.

ARTICLE XVII
UNPAID LEAVES OF ABSENCE

A. A leave of absence of one (1) semester or one (1) year from the Kane Area School District shall be granted to teachers, upon application, for the purpose of engaging in full-time study for the academic semester or year at an accredited college or university in a field reasonably related to their professional responsibilities. Upon return from such leaves, teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period. Applications for such leave must be submitted ninety (90) days before the leave is to become effective.

B. Personnel on military duty shall be granted leave of absence in accordance with the applicable state or federal law.

C. A leave of absence of up to one (1) year shall be granted to teachers upon application for the purpose of serving as an officer of the P.S.E.A. or N.E.A. Upon return from such leave, such teachers shall be placed at the same position on the salary schedule as they would have been had they taught in the District during such period.

D. Professional employees shall be granted childbearing and/or childrearing leave consistent with applicable state and federal laws, rules, or regulations. Such employees, when on unpaid leave, shall have the right to continue, at their own expense, the insurance coverages set forth in Article XXII (medical, life insurance, dental, and prescription drug) for a period not to exceed one (1) year, except that the premium for medical insurance and prescription insurance shall be paid in accordance with Article XXII (A) for a period not to exceed ninety (90) days from the date the unpaid leave commenced. Upon return to work from an unpaid leave of absence, step movement will occur only when the employee has been employed at least 90 days during the school year in which the leave of absence occurs.

ARTICLE XVIII
SUBSTITUTES

A. It is desirable for teachers to have an uninterrupted preparation period each day. The practice of using regular teachers as substitutes is undesirable and shall be discouraged. In those cases where a regular substitute is not available, regular teachers who may be assigned to serve as substitutes or who may volunteer when asked by their supervisor shall be paid for the time they substitute at the following rates per hour during the term of this Agreement:

2008/2009 -- $24/ hour 2009/2010 -- $25/hour

2010/2011 -- $25/hour

B. If a teacher agrees to cover a fellow teacher's class, with the knowledge and prior approval of the administration, and such coverage is for half a class or less, the teacher providing the class coverage shall not be eligible to draw the payment set forth in Section A of this Article.

ARTICLE XIX
PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

B. Therefore, to obtain the ends stated, the Board agrees as follows:

1. To pay the full costs of tuition and fees, meals, lodging and/or transportation incurred in connection with any courses, workshop, seminars, conference, in-service training sessions or other such sessions which a teacher` is required and/or requested by the Administration to take. Meal reimbursements shall be made upon presentation of receipts, not to exceed the following amounts:

   Breakfast -- $10.00 Lunch -- $20.00 Dinner -- $30.00

2. To work with the Association in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction.

C. In the case where in-service credits have been earned by the teachers of the Kane Area School District through workshops, seminars or other programs for which the Intermediate Unit awards such credit, teachers receiving such credits may request a facsimile of these credits to be placed in their personnel files.

D. Professional employees shall be encouraged to attend seminars, workshops, days of observations, and in-service training subjects related to their special fields, and shall make requests to their grade-level principal. In the event that the employee's request is denied, the employee shall have the right to appeal the decision of the principal to the Superintendent for consideration.

ARTICLE XX
PROTECTION OF TEACHERS. STUDENTS, AND PROPERTY

A. Teachers shall not be required to work under unsafe or hazardous condition, or to perform tasks which endanger their health, safety or well-being.

B. Teachers may use reasonable force as is necessary to protect themselves from attack, to protect any persons or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the persons or within control of a person or persons.

C. The Board may give support, including legal or other assistance, for any assault upon teachers while acting in the discharge of their duties.

D. A teacher who is incapacitated as a result of a Kane Area School District work related injury or illness and who qualifies for worker’s compensation payments may, at his or her discretion, use pro-rated accumulated sick leave.

The sick leave payments shall be coordinated with the worker's compensation benefits during disability to provide no more than an amount equal to the employee's regular gross salary. The sick leave shall be prorated on a partial day basis when coordinated with worker's compensation benefits.

The purpose of this provision is to allow a teacher to maintain his or her regular gross pay through coordination of both accumulated sick leave and worker's compensation. In no event shall such coordination result in a gross salary increase.

An example of the application of this provision would be as follows:

> Worker's compensation provides a two-thirds (2/3) payment of normal earnings. Sick leave would be pro-rated on a one-third (1/3) basis to make up the difference between partial and full salary. Ten (10) days accumulated leave would be the equivalent of thirty (30) days of coordinated benefits with worker's compensation.

E. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or their other immediate supervisor, and may report to law enforcement.

F. Such notifications shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident, and shall act in appropriate ways as liaison between the teacher, the police, and the Courts.

G. If criminal or civil proceedings are brought against teachers alleging that they committed an assault in connection with their employment, such teacher may request the Board to furnish legal counsel to defend them in such proceedings.

ARTICLE XXI
MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

A. A definition of the duties and responsibilities of all administrators, coordinators, supervisors and other personnel pertaining to the student discipline shall be included in the student handbook and presented to each teacher at the start of the school year.

B. When, in the judgment of a teacher, a student requires the attention of the principal, assistant principal, counselor, psychologist, physician or other specialist, that teacher shall so inform his/her principal or immediate supervisor, and may refer that student immediately to the principal. The principal or immediate supervisor shall, as soon as possible, arrange for a conference with the teacher. If, in the judgment of the teacher and the principal or immediate supervisor, such a conference should include a psychologist, physician or other specialist, then the parents or the guardians of the student involved should be notified and asked to attend such a conference. When, in the judgment of a teacher, a suitable action has not been taken regarding the particular student, said teacher has the right to present his/her opinions in writing to the principal, Superintendent, and to the School Board.

ARTICLE XXII

INSURANCE PROTECTION

A. During the term of this Agreement, each employee shall pay monthly premium contributions, to be deducted though the District's IRC Section 125 plan as follows: 2008/09 -- $60/month; 2009/10 -- $60/month; 2010/11 - $60/month. The Board shall pay the balance of the monthly premium for the PPO Plan as offered by the IU 9 Insurance Trust, medical insurance protection for each professional employee, his/her spouse, and eligible children in accordance with group Policy No. 13054, as entered into by Blue Cross of Western Pennsylvania and Pennsylvania Blue Shield.

1. Employees may decline any coverage. If an employee declines coverage prior to July 1 of any year, and remains off of the coverage through the following June 30, the District will pay a cash incentive of $2,500. This amount will be paid to the eligible employee on the final pay of the fiscal year. Employees may opt back into coverage as of the first day of the month following their notification to the Business Office, but employees opting back into the plan prior to June 30 will not receive the cash incentive. Additionally, the employee is ineligible for the cash incentive if he/she declines coverage, but is enrolled for any portion of the period from July 1 to June 30 as a dependent of another District employee who continues to be covered by the District's plan.
2. The District shall maintain an IRC Section 125 plan through an administrator of its choice. The District shall be responsible for fees, if any, beyond those for which employees would have been responsible had the plan been administered by Kades-Margolis.

B. The Board shall provide life insurance, including accidental death and dismemberment coverage, in the amount of $50,000 for each employee.

C. The Board, at its own cost, shall provide basic dental coverage for each professional employee, his/her spouse and eligible dependents.

D. The present carrier for hospitalization/medical, dental, and prescription drug insurance is Highmark. In the event that either the Board or the Association should discover a plan of coverage other than the current hospitalization/medical, dental,

and prescription drug insurance plans which would provide the same (equal) coverage as the insurance plans then in effect, but at less cost to the Board, either party may recommend such substitute plan to the other party and furnish all data and copies of such plan(s) for study. The parties agree that they will review such substitute plan(s) that would provide the same (equal) coverage; such plan(s) shall be implemented. Any such substitute plan(s) mutually agreed to by the Board and the Association must include the same employee coverage, including dependents, as existed immediately prior to the initiation and implementation of the substitute plan(s), and there shall be no interruption in such coverage between the date the existing plan(s) may be terminated and the substitute plan(s) initiated and implemented.

ARTICLE XXIII
PERSONAL AND ACADEMIC FREEDOM

A. The personal lives of teachers are not an appropriate concern of the Board, except as they may directly reflect upon the effectiveness of teachers in the performance of their professional duties.

B. The Board and the Association agree that academic freedom is essential to the fulfillment of the purposes of the Kane Area School District and they acknowledge the fundamental need to protect the teachers from any censorship or restraint which might interfere with their obligation to pursue truth in the performance of their teaching functions. Accordingly, they agree as follows:

1. Controversial Material - Professional employees shall be guaranteed full freedom in classroom presentations and discussions and may introduce political, religious, or otherwise controversial material, provided only that said material is relevant to the course content, is allowed by law and is presented objectively.
2. Personal Opinion - In performing their functions, professional employees will be guaranteed full freedom in expressing their personal opinions on all matters relevant to the course content, provided, however, that when they do so, they will make every effort to indicate

that they are speaking personally and not on behalf of the School, its Administration, or the Board.

3. Censorship - Teachers will not be censored or restrained in the performance of their teaching functions on the ground that the material discussed and/or opinions expressed are embarrassing to those in authority in the School System, or detrimental to the School or to the School System, or public relations.

ARTICLE XXIV
DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its professional employees, dues for membership in K.A.E.A., P.S.E.A. and N.E.A., provided that such deductions shall all be paid over to K.A.E.A. for further distribution and for accounting to the membership as to the application of such monies. Such deductions should be in equal monthly installments beginning at the October pay period of the current year, or that portion thereof pertaining to any employees employed after October of the yearly pay period.

B. The authorization given by each individual employee should be sufficiently broad to include authorization to change any deductions in the event that membership dues are changed by either K.A.E.A., P.S.E.A., or N.E.A. Notice of such changes shall be filed with the Secretary of the Board by the proper officer or representative of the K.A.E.A. at least twenty (20) days prior to the next payday at which the change in deductions is required.

C. The Board will allow the individual teacher to apply for deductions to cover payments or charities, including but not limited to the following, provided there is mutual agreement on their inclusion:

1. Tax-sheltered Annuities
2. U.S. Savings Bonds
3. United Fund
4. Section 125 Cafeteria Plan
5. AFLAC

D. The only responsibility of the Board is to follow the directions of each individual employee as filed with the Business Office on forms agreed upon between the Association and the Board.

E. Deductions as hereinabove provided shall be in accordance with a schedule agreed upon and set forth by the Business office and the KAEA, or portion remaining at the time of authorization.

F. Any teacher shall have the right to change or terminate deductions, provided notice is given at least twenty (20) days prior to the next payday, unless exclusively provided for during an open enrollment period.

ARTICLE XXV
PROFESSIONAL GRIEVANCE PROCEDURE

A. A claim by a professional employee of the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement must proceed as a grievance as hereinafter provided. The aggrieved party shall have the right to be accompanied by counsel, a member of the professional staff, or a friend, at any level of the grievance procedure.

B. In the event that professional employees believe there is a basis for a grievance, they shall first reduce the alleged grievance to writing on a form to be agreed upon by the Board and the Association, and then bring the grievance to their building principal. If the grievance is of the incident type, they shall bring this grievance to the attention of their principal within ten (10) school days after its occurrence. If the grievance is of chronic nature, they shall report it as stated above as soon as possible. The building (or level) principal shall reply, in writing, to the grievance within not more than ten (10) school days after the presentation of the grievance. This time allotment will apply to both building and level principals; whichever of the two are involved, or if both are involved. If the grievance involves the whole School System rather than any of the three segments of it as herein provided, then the grievance shall be reduced to writing on the agreed upon form and referred to the Superintendent.

C. If the professional employee is not satisfied with the disposition of the grievance at B, the professional employee may submit the written grievance to the Superintendent

within ten (10) school days of the receipt of the decision at B. The Superintendent shall reply in writing within ten (10) school days.

D. If the professional employee is not satisfied with the disposition of the grievance at C, the professional employee may submit the written grievance to the Board within ten (10) school days of the receipt of the decision at C. Presentation shall be made to the Board at the next regular voting meeting or within two calendar weeks, whichever shall be later. The Board shall reply in writing within ten (10) school days from the completion of the presentation made to the Board.

E. If the grievance is not resolved at D, the Association may appeal the grievance to arbitration within ten (10) school days of the receipt of the decision at D. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The decision of the arbitrator shall be binding upon the parties to this Agreement and judgment thereon may be entered, if required, in any court of competent jurisdiction.

If the parties are unable to agree upon the appointment of an individual as the single arbitrator, a request for a list of arbitrators shall be made to the Bureau of Mediation in accordance with Article IX, Section 903 of Act 195, the Pennsylvania Public Employe Relations Act. Upon receipt of the list of arbitrators from the Bureau of Mediation, the parties shall strike the list as prescribed in Section 903 of Act 195.

F. The costs of the neutral arbitrator's fee and expenses, the stenographer (if one is obtained and used at the arbitration hearing(s), and facilities used for the hearing(s)) shall be shared equally by the parties.

G. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

If the Principal, Superintendent, and/or Board fail to render a decision within the time limits set forth in the Agreement, the grievance shall be deemed to be denied and the professional employee or Association shall have the right to appeal the grievance to the next level. If the professional employee or Association fails to appeal a decision within the time limits set forth in this Agreement, it shall be deemed an acceptance of the decision rendered.

H. If an individual professional employee has a personal complaint which he/she desires to discuss with a supervisor, he/she is free to do so without recourse to the grievance procedure.

I. No grievance shall be adjusted without prior notification to the Association and an opportunity provided for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

J. Forms for filing alleged grievances shall be provided to Association faculty representatives so that they will be available to professional employees if the need for submitting a grievance arises.

K. In the event that arbitration is invoked, the parties hereby covenant and agree that they will attempt to select as arbitrator an individual qualified in the field of education or preeminently qualified in the subject matter of the grievance involved.

ARTICLE XXVI
MEET AND DISCUSS

WHEREAS, the parties hereto recognize that there are certain matters of mutual concern which are not herein otherwise provided for. And,

WHEREAS, the problems or matters hereinabove referred to in this article are, by this Agreement, subject to the regulation, disposition or decision of the Board of Directors of the Kane Area School District which the Association, by joining this Agreement, recognizes. And,

WHEREAS, the parties hereto agree that a mutual discussion and examination of said matters and problems would prove beneficial to the School System.

NOW, THEREFORE, the parties hereto do hereby agree to provide for "meet and discuss" meetings in accordance with the provisions of Act 195 and they do hereby, in accordance therewith, agree as follows:

1. The Board and the Association shall each appoint a committee of not more than four (4) individuals and each committee shall be known and designated as the "Meet and Discuss Committee", and it is recognized that it would be desirable that at least some members of the Committees should serve as members thereof at least one (1) full year in order to provide continuity of discussion and procedure.

2. The two (2) committees so appointed shall meet in private meetings. These meetings shall be held at the request of either chairperson within two (2) weeks of the day of delivery of the request to the other chairperson.
3. Membership of the committee may vary at the will of the body appointing the same. Each committee shall have the right to use specialists or individuals particularly qualified to assist the committees in consideration of any particular problem presented. No more than three (3) specialists for each committee shall, however, be used at any meetings of the committees.
4. A full report of the meeting shall be prepared and agreed upon by the chairperson of each committee, and shall then be submitted to the Board and the Association for consideration of each.
5. Matters to be considered by the committees in joint meeting shall be limited to the following subject matters, unless otherwise mutually agreed upon.
    (a) School Calendar
    (b) Staffing needs, including specialists
    (c) Certification of staff
    (d) Selection of tests, supplies and equipment
    (e) Maintenance and equipment of the schools
    (f) Discussion of any new or modified fiscal, budgetary or tax program, construction program, or major revision of education policy prior to their adoption
    (g) Discussion concerning the use of state or federal grants or subsidies made available to the School District for specific educational purposes. Information as to the availability of such grants shall be immediately reported to the Association for the purpose of such discussion.
    (h) Class size, pupil load, and pupil-teacher ratio
    (i) School and curricular programs
    (j) Planning in-service programs

ARTICLE XXVII
FAIR SHARE FEE

A. Each nonmember 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.

B. The Board and the Association agree to comply with all provisions of said law.

C. Pursuant to the provisions of Act 84, the Association agrees to extend to all nonmembers the opportunity to join the Association.

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

E. The Association agrees in any action so defended to indemnify and hold the Board harmless for any monetary damages or expenses the Board might be liable for or incurred as a consequence of its compliance with this provision; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the Board, or as a result of the Board's failure to properly perform its obligations under this provision.

ARTICLE XXVIII
SENIORITY

The Board shall maintain a seniority list for all professional employees. Such list shall include the employee's first working day, length of employment, tenure status, and areas of professional certification. This list shall be distributed to each professional employee no later than the first school day of each school year.

Whenever two or more employees have the same start date, lot shall determine their order of seniority, the first and subsequent names drawn by lot being considered the more senior to the remaining names in the lot. Once the determination is made by lot, such shall establish their position for seniority purposes for the balance of their employment.

To determine lottery placement, the names of employees with the same start date will be listed separately on a piece of paper. A representative of the District, in observance of an officer of the Association, will draw names.

This procedure will apply to employees whose most recent date of hire is after July 1, 2004. For employees hired on the same date, but prior to July 1, 2004 the order in which the names appear on the agenda shall control seniority rank.

ARTICLE XXIX
NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination on the basis of race, creed, color, sex, age, marital status, nationality, qualified handicap, union membership, political affiliation, or any other area as may be designated by applicable laws and statues.

ARTICLE XXX
MISCELLANEOUS PROVISION

A. If an individual supplemental contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
B. The Board and the Association agree to abide by the laws of the Commonwealth of Pennsylvania relating to discrimination and unfair practices.

C. Both parties agree to abide by the provisions of Act 195 and Act 88. In consideration of the provisions of this Agreement relating to the grievance procedure for the settlement of disputes and other benefits conferred by this Agreement, the Association agrees, for itself and for its members, that during the life of this Agreement, there shall be no strike, slowdown, refusal of services, boycott, or similar interference with the normal operation of the School District by the Association or by its members. In the event of a breach of the foregoing by the Association or by any of its members or persons affiliated with the Association, the officials of the Association pledge their cooperation with the Board to terminate any such breach, and to take such affirmative action to end the breach as their special obligations as Association officials may require, and the employer agrees that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

D. Copies of this Agreement should be prepared at the mutual expense of the parties to the same. The format and the cost of printing the Agreement should be agreed upon mutually by both parties before such printing takes place. Enough copies should be printed to cover the number of persons regarded as interested parties to this Agreement.

E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written correspondence at the following addresses:

1. If by Association — Secretary, Kane School District
2. If by Board — Executive Secretary, Kane Area Education Association

F. If any provision of this Agreement or any application of this Agreement to member(s) of the bargaining unit is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other applications of the provisions in this Agreement shall continue in full force and effect.

G. The Board and the Association acknowledge that this Agreement represents the results of collective negotiations between said parties conducted under and in accordance with the provisions of the Public Employee Relations Act of the Commonwealth of Pennsylvania, and constitutes the entire Agreement between the parties for the duration of the life of said Agreement. This Agreement shall not be

modified in whole or in part by the parties hereto except by mutual agreement, and through an instrument in writing duly executed by both parties.

H. As used in this Agreement the word "Board" shall mean the Board of School Directors or its designee, and the word "Superintendent" shall mean the Superintendent or the Superintendent's designee.

ARTICLE XXXI
LONG-TERM SUBSTITUTES

A. A long-term substitute employee is a professionally certified employee who works for the District performing professional duties for a period of ninety-six (96) consecutive work days (excepting occasional, casual short-term absence due to illness, and the like) in the same assignment. Day-to-day substitute employees are employees who perform professional duties for less than ninety-six (96) consecutive work days in the same assignment. The Board and the Association agree that day-to-day substitute employees are not members of the bargaining unit.

B. Employees hired as substitutes who have reached 96 work days shall become long-term substitutes starting with the ninety-seventh (97^{th}) consecutive work day and all consecutive work days thereafter in the same assignment. Once said individual becomes a long-term substitute, the individual shall be covered by this Article XXXI but shall not be covered by this Article XXXI for the first ninety-six (96) consecutive work days.

C. Long-term substitutes are not entitled to any special or preferential consideration for any vacancy or position but shall be treated the same as any non-employee applicant.

D. The only provisions of this Agreement that apply to long-term substitutes are as follows:

   (a) I, II, IV (B) and (C), V, VI, VII, VIII, IX, X (G), XI (A) (B) (C) (D) (F) (G) and (H), XV (B), XVIII, XIX, XX, XXI, XXII, XXIII, XXIV, XXVII, XXIX, XXX, XXXI.

(b) XXV shall apply with respect to those portions of the Agreement that apply to long term substitutes, provided, however, the termination or non renewal of a long term substitute shall not be subject to the grievance procedure.

E. Long-term substitute teachers hired by the District to perform professional duties for a period of at least ninety-six (96) consecutive work days in the place of the same temporary professional or professional employee absent from his/her job assignment as a result of sick leave usage or a District-approved leave of absence shall be compensated at a level equal to Step 1 or an appropriate proration of Step 1 of the salary schedule (Appendix A) in accordance with the degree or educational achievement held as defined in the salary schedule notes, from the initial date of service.

In the event of an emergency or a shortage of appropriate subject certified teachers exists, the Board reserves the right to hire a subject certified substitute teacher at a step and a category of the salary schedule in accordance with the degree and/or certification held by said individual.

F. A long-term substitute who is employed in an extracurricular position set forth in Appendix B shall be paid in accordance with Appendix B.

G. Beginning with the 97th day of employment, a long-term substitute shall be entitled to five (5) sick days if employed for the entire work year. These sick days will be available beginning the 97th day of employment. If a long-term substitute works less than the entire work year, the number of sick days shall be prorated in relation to the number of days worked as a long-term substitute to the number of days remaining in the work year.

H. A long term substitute shall be entitled to one (1) personal leave day, effective the 97th day of employment. Medical benefits shall be provided after the 97th day of consecutive service.

I. A long-term substitute who subsequently is hired by the District as a temporary professional employee' or professional employee shall be hired at Step 1 of the salary schedule or such other step as may be agreed upon by the employee and the Board.

IN WITNESS WHEREOF, the Board of Directors of the Kane Area School District has caused this instrument to be signed by Larry Lamping, its President, attested by Vickie L. Chapman, its Secretary; and the Kane Area Education Association has caused this instrument to be signed by Josh Jekielek, its President, attested by Joanne Perry, its Executive Secretary, all on the day and year first above written.

ATTEST: **KANE AREA SCHOOL DISTRICT**

_____ By _____

Vickie L. Chapman, Secretary Larry Lamping, President

ATTEST: **KANE AREA EDUCATION ASSOCIATION**

_____ By _____

Joanne Perry, Executive Secretary Josh Jekielek, President

APPENDIX A
SALARY SCHEDULE NOTES

This Appendix A shall apply to all members of the bargaining unit who were employed as a professional employee or temporary professional employee by the Kane Area School District on July 1, 2008, and who remain continuously employed by the Kane Area School District.

1. The salary schedules listed in Appendix A shall be in effect for the contract years 2008-2009, 2009-2010, and 2010-2011 and shall supersede and replace all previous salary schedules.
2. The criteria used to determine the salary of a professional employee covered under this Agreement shall be the proper step and category of educational achievement or certification. The definitions of categories relating to educational achievement or certification are set forth in subsections 4 through 6 of the appendix. It is agreed that the step used for salary determination for the 2007- 2008 contract year shall be regarded as the proper step for each professional employee for that year, and each professional employee shall advance on the salary schedules in accordance with the step placement chart herein attached.
3. Columnar Placement: Professional employees shall be placed in a column on the appropriate salary schedule in accordance with the degree and/or certification held. All employees shall remain at the current categorization until they have provided sufficient evidence to the Chief School Administrator that their columnar placement should be adjusted accordingly. Such evidence shall consist of an official transcript or certificate. Any professional employee, upon receiving a Master's Degree, a Master's Degree Equivalency Certificate, a Master's Degree/Master's Degree Equivalency plus fifteen (15) or thirty (30) additional graduate credits, as those terms are defined in subsections 4 through 6 of this Appendix, during any school year covered by this Contract, shall have his/her salary adjusted accordingly on the appropriate salary schedule. The commencement date of the prorated adjustment of salary will be determined by the date sufficient evidence is

provided to the Chief School Administrator in accordance with the schedule:

a. After the start of the teacher work year to October 31st - date sufficient evidence provided.
b. After October 31st to end of first semester - beginning of second semester.
c. Beginning of second semester to February 28th - date sufficient evidence presented; and
d. After February 28th - beginning of the next school year.

4. The term "Masters" appearing in the salary schedule shall apply to any employee who shall have successfully completed a program of graduate school studies leading to the issuance of a Master's Degree.
5. The term "Master's Equivalency" appearing in salary schedule shall apply to any employee who shall have successfully completed the Masters Degree Equivalence Certificate requirements as prescribed by the Pennsylvania Department of Education.
6. The terms "M+15" and "M+30" appearing in the salary schedule shall apply to any employee who falls within the definition of "Masters" or "Masters Equivalency" (paragraph 5 above) and who shall have acquired fifteen (15) additional graduate credits or thirty (30) additional graduate credits beyond the Master's Degree or Master's Equivalency Certificate. Advancement on the salary schedule to the "M+15" and "M+30" columns is conditional upon the graduate credits being earned <u>after</u> the attainment of the degree or certificate.
7. All professional employees at the Kane Area School District employed as of July 1, 1993 shall be "grandfathered" as to their existing credits for columnar placement/movement; however, effective May 14, 1994 professional employees <u>must</u> earn graduate credits for columnar placement/movement. (e.g., if an employee of the Kane Area School District as of July 1, 1993 has "M+ 10" credits-for columnar placement/movement, the subsequent five (5) credits earned by the employee must be graduate credits in order to attain columnar movement/placement.)

8. All temporary professional employees and professional employees employed by the Kane Area School District as of August 24, 1997 shall retain the right to obtain a Master's Degree equivalency for columnar placement/movement.

KANE AREA SCHOOL DISTRICT

SALARY SCHEDULE STEP PLACEMENT CHART

APPENDIX A

2007/2008	2008/2009	2009/2010	2010/2011
STEP	STEP	STEP	STEP
			1
		1	2
	1	2	3
1	2	3	4
2	3	4	5
3	4	5	6
4	5	6	7
5	6	7	8
6	7	8	9
7	8	9	10
8	9	10	11
9	10	11	12
10	11	12	13
11	12	13	14
12	13	14	15
13	14	15	16
14	15	16	17
15	16	17	18
16	17	18	19
17	18	19	20
18	19	20	20
19	20	20	20
20	20	20	20
20	20	20	20

KANE AREA SCHOOL DISTRICT

2008-2009

SALARY SCHEDULE

APPENDIX A

STEP	B	M/ME	M+15	M+30
1	***35,651***	***37,437***	***38,329***	***39,222***
2	***36,936***	***38,721***	***39,614***	***40,507***
3	***38,221***	***40,006***	***40,899***	***41,792***
4	***39,505***	***41,291***	***42,183***	***43,076***
5	***40,790***	***42,575***	***43,468***	***44,361***
6	***42,075***	***43,860***	***44,753***	***45,645***
7	***43,359***	***45,145***	***46,037***	***46,930***
8	***44,644***	***46,429***	***47,322***	***48,215***
9	***45,928***	***47,714***	***48,607***	***49,499***
10	***47,213***	***48,999***	***49,891***	***50,784***
11	***48,498***	***50,283***	***51,176***	***52,069***
12	***49,782***	***51,568***	***52,461***	***53,353***
13	***51,067***	***52,852***	***53,745***	***54,638***
14	***52,352***	***54,137***	***55,030***	***55,923***
15	***53,636***	***55,422***	***56,315***	***57,207***
16	***54,921***	***56,706***	***57,599***	***58,492***
17	***56,206***	***57,991***	***58,884***	***59,777***
18	***57,490***	***59,276***	***60,168***	***61,061***
19	***58,775***	***60,560***	***61,453***	***62,346***
20	***60,060***	***61,845***	***62,738***	***63,630***

KANE AREA SCHOOL DISTRICT

2009-2010

SALARY SCHEDULE

APPENDIX A

STEP	B	M/ME	M+15	M+30
1	***36,378***	***38,200***	***39,111***	***40,022***
2	***37,689***	***39,511***	***40,422***	***41,333***
3	***39,000***	***40,822***	***41,733***	***42,644***
4	***40,311***	***42,133***	***43,044***	***43,954***
5	***41,622***	***43,443***	***44,354***	***45,265***
6	***42,932***	***44,754***	***45,665***	***46,576***
7	***44,243***	***46,065***	***46,976***	***47,887***
8	***45,554***	***47,376***	***48,287***	***49,198***
9	***46,865***	***48,687***	***49,598***	***50,509***
10	***48,176***	***49,998***	***50,909***	***51,819***
11	***49,487***	***51,308***	***52,219***	***53,130***
12	***50,797***	***52,619***	***53,530***	***54,441***
13	***52,108***	***53,930***	***54,841***	***55,752***
14	***53,419***	***55,241***	***56,152***	***57,063***
15	***54,730***	***56,552***	***57,463***	***58,374***
16	***56,041***	***57,863***	***58,774***	***59,685***
17	***57,352***	***59,173***	***60,084***	***60,995***
18	***58,662***	***60,484***	***61,395***	***62,306***
19	***59,973***	***61,795***	***62,706***	***63,617***
20	***61,284***	***63,106***	***64,017***	***64,928***

KANE AREA SCHOOL DISTRICT

2010-2011

SALARY SCHEDULE

APPENDIX A

STEP	B	M/ME	M+15	M+30
1	***37,165***	***39,026***	***39,957***	***40,888***
2	***38,504***	***40,366***	***41,296***	***42,227***
3	***39,843***	***41,705***	***42,635***	***43,566***
4	***41,183***	***43,044***	***43,975***	***44,905***
5	***42,522***	***44,383***	***45,314***	***46,244***
6	***43,861***	***45,722***	***46,653***	***47,584***
7	***45,200***	***47,062***	***47,992***	***48,923***
8	***46,539***	***48,401***	***49,331***	***50,262***
9	***47,879***	***49,740***	***50,671***	***51,601***
10	***49,218***	***51,079***	***52,010***	***52,940***
11	***50,557***	***52,418***	***53,349***	***54,280***
12	***51,896***	***53,757***	***54,688***	***55,619***
13	***53,235***	***55,097***	***56,027***	***56,958***
14	***54,575***	***56,436***	***57,366***	***58,297***
15	***55,914***	***57,775***	***58,706***	***59,636***
16	***57,253***	***59,114***	***60,045***	***60,976***
17	***58,592***	***60,453***	***61,384***	***62,315***
18	***59,931***	***61,793***	***62,723***	***63,654***
19	***61,271***	***63,132***	***64,062***	***64,993***
20	***62,610***	***64,471***	***65,402***	***66,332***

EXTRA-CURRICULAR COMPENSATION

APPENDIX B

Position	2008/2009 Salary	2009/2010 Salary	2010/2011 Salary
Athletic Director	***5,372***	***5,565***	***5,765***
Asst. Athletic Director	***2,793***	***2,894***	***2,998***
H.S. Head Football	***3,733***	***3,867***	***4,007***
H.S. Asst. Football	***2,449***	***2,537***	***2,628***
H.S. Head Basketball	***3,733***	***3,867***	***4,007***
H.S. Asst. Basketball	***2,449***	***2,537***	***2,628***
H.S. Head Wrestling	***3,733***	***3,867***	***4,007***
H.S. Asst. Wrestling	***2,449***	***2,537***	***2,628***
H.S. Head Track	***3,733***	***3,867***	***4,007***
H.S. Asst. Track	***2,449***	***2,537***	***2,628***
H.S. Head Volleyball	***3,733***	***3,867***	***4,007***
H.S. Asst. Volleyball	***2,449***	***2,537***	***2,628***
Cross Country	***2,449***	***2,537***	***2,628***
Asst. Cross Country	***1,450***	***1,503***	***1,557***
Golf	***1,702***	***1,763***	***1,826***
Asst. Golf	***1,074***	***1,113***	***1,153***
H.S. Head Soccer	***3,733***	***3,867***	***4,007***
H.S. Asst. Soccer	***2,449***	***2,537***	***2,628***
H.S. Cheerleading	***2,449***	***2,537***	***2,628***
H.S. Asst. Cheerleading	***1,702***	***1,763***	***1,826***
H.S. Girls Softball	***3,733***	***3,867***	***4,007***
H.S. Asst. Girls Softball	***2,449***	***2,537***	***2,628***
H.S. Boys Baseball	***3,733***	***3,867***	***4,007***
H.S. Asst. Boys Baseball	***2,449***	***2,537***	***2,628***
M.S. Head Football	***2,449***	***2,537***	***2,628***
M.S. Asst. Football	***1,702***	***1,763***	***1,826***
7th Grade Football	***956***	***990***	***1,026***
M.S. Basketball	***2,449***	***2,537***	***2,628***
M.S. Asst. Basketball	***896***	***928***	***962***
M.S. Wrestling	***2,449***	***2,537***	***2,628***
M.S. Asst. Wrestling	***836***	***866***	***898***
M.S. Track	***1,702***	***1,763***	***1,826***
M.S. Asst. Track	***598***	***620***	***642***
M.S. Volleyball	***598***	***620***	***642***
M.S. Cheerleading	***1,702***	***1,763***	***1,826***

EXTRA-CURRICULAR COMPENSATION

APPENDIX B

Position	2008/2009 Salary	2009/2010 Salary	2010/2011 Salary
Marching Band Director (1)	***2,508***	***2,598***	***2,692***
Asst. Marching Band Dir.	***1,672***	***1,732***	***1,794***
Band Front Advisor	***776***	***804***	***833***
Majorette Advisor	***776***	***804***	***833***
H.S. Jazz Band	***389***	***402***	***417***
H.S. Pep Band	***389***	***402***	***417***
H.S. Choraliers	***657***	***681***	***705***
M.S. Jazz Band	***329***	***340***	***353***
Hurri-Kane Advisor	***1,702***	***1,763***	***1,826***
M.S. Newspaper	***508***	***526***	***545***
Hi-Life Advisor	***1,076***	***1,115***	***1,155***
H.S. Student Council	***1,016***	***1,052***	***1,090***
M.S. Student Council	***627***	***650***	***673***
H.S. Play Director	***1,105***	***1,145***	***1,186***
H.S. Honor Society	***389***	***402***	***417***
M.S. Honor Society	***389***	***402***	***417***
Head Teacher	***1,434***	***1,485***	***1,539***
Mentor	***896***	***928***	***962***
Academic Bowl Advisor	***389***	***402***	***417***
Senior Class Advisor	***717***	***743***	***769***
Junior Class Advisor	***657***	***681***	***705***
Sophomore Class Advisor	***329***	***340***	***353***
Freshman Class Advisor	***268***	***278***	***288***
FFA Advisor	***627***	***650***	***673***
FHA Advisor	***627***	***650***	***673***
Curriculum Leaders	***836***	***866***	***898***
M.S. Musical	***1,046***	***1,083***	***1,122***
Science Olympiad	***2,072***	***2,147***	***2,224***
Central Treasurer	***1,284***	***1,330***	***1,378***
Technology Club Advisor	***895***	***928***	***961***

EXTRA-CURRICULAR COMPENSATION

APPENDIX B

	2008/2009 Salary	2009/2010 Salary	2010/2011 Salary
Intramurals – KAEA Staff (2)	***14.63/hr***	***15.16/hr***	***15.71/hr***
Lifeguard – KAEA Staff	***14.63/hr***	***15.16/hr***	***15.71/hr***
Playground – KAEA Staff	***14.63/hr***	***15.16/hr***	***15.71/hr***
Homebound	***20.91/hr***	***21.66/hr***	***22.44/hr***
Summer School	***20.91/hr***	***21.66/hr***	***22.44/hr***
Evening School	***20.91/hr***	***21.66/hr***	***22.44/hr***

(1) If there are 50 or more music playing individuals in the Marching Band, then the compensation for that year shall be $2,915.

(2) Payment for time spent after the regular school day.

An individual may hold one only (1) coaching position within a given sport within a given season.

The need for an Assistant Coach will be determined by the Principal and Superintendent.

APPENDIX C

RETIREMENT PAY

The Kane Area School District shall pay teachers upon their retirement from the teaching profession the sum of thirty-five dollars ($35.00) per year, for every year of service rendered by the retiring teacher to the Kane Area School District or its predecessor districts. Such payment will be paid to the employee by the District in the form of a non-elective employer contribution to a 403 B Discriminatory Governmental Plan established for the employee.

COLLEGE CREDIT PAYMENT

The Kane Area School District shall reimburse professional employees at a rate not to exceed the Pennsylvania State University rates per credit for graduate credits earned by the professional employee after employment by the District; provided the said credits are taken for certification or for advanced degrees and are taken in the major or minor instruction areas of the professional employee. Reimbursement shall be made for other college credits which have been subject to prior approval of the Superintendent.

In the event that payment is made by a foundation or grant, the Board will pay the employee's portion of the cost of credits not to exceed the above rates.

Payment will be made for all credits taken while on sabbatical leave granted under Article XVI or while on educational leave covered under Article XVII, Section A.

An official transcript or official grade record sheet showing satisfactory completion of work shall be furnished by the employee together with the receipted invoice for the costs of the credits paid. Reimbursement will be made three (3) times per year (January, June, and September).

The District shall pay for a maximum of 15 credits in a calendar year, except for employees who are on a Board approved sabbatical leave in which case the maximum number of reimbursable credits is 18 within a calendar year, and for no more than a total of 75 credits taken by the employee while employed in the District. These limits may be exceeded by prior approval of the Superintendent or the School Board. To be reimbursed, the employee must remain employed in the Kane Area School District for a period of two (2) years following completion of course work, unless retiring, illness, or approval of Superintendent. If an employee is reimbursed, and he/she does not complete two (2) years of service with the District following reimbursement of the cost of credits, the employee will reimburse the District the total cost of those credits, unless the employee is retiring or leaving due to illness. The Superintendent may also waive the requirement of reimbursement.

PAYMENT FOR UNUSED SICK LEAVE

On termination of employment with a minimum of ten (10) years of service to the Kane Area School District, the District will make payment for unused sick leave at a rate of twenty-five dollars ($25.00) per day for each day of unused, accumulated sick leave provided, however, payment shall not be made for the number of unused sick days which a teacher transfers to another school entity. Such payment will be paid to the employee by the District in the form of a non-elective employer contribution to a 403 B Discriminatory Governmental Plan established for the employee.

Upon direct retirement into Pennsylvania State Employees' Retirement System from the Kane Area School District, the Kane Area School District will make payment for unused sick leave at a rate of fifty dollars ($50.00) per day for each day of unused, accumulated sick leave. Such payment will be paid to the employee by the District in the form of a non-elective employer contribution to a 403 B Discriminatory Governmental Plan established for the employee.

MILEAGE REIMBURSEMENT

The Kane Area School District shall pay the following reimbursement for both in-district and out-of-district mileage. The reimbursement shall be at the highest per mile car allowance permitted and allowed by current law.

EMPLOYMENT OF VETERANS

New entrants to the Kane Area School District teaching staff who are veterans of the Armed Forces, the Peace Corps or Action shall receive one (1) increment of three hundred dollars ($300.00) for two (2) years of such service. Such new entrant shall receive two (2) increments totaling six hundred dollars ($600.00) for such service extending for four (4) or more years.

If former members of the Armed Forces purchase credit in the Pennsylvania School Employees Retirement System for their service time, they will be placed on the pay scale in accordance with Appendix A hereof and the payments provided for as above receipted will be deducted.

APPENDIX D

Preferred Blue Benefit Matrix

Benefit	PPO Blue In-Network	PPO Blue Out-of-Network
Deductible	- None -	$250/calendar year Maximum 2 per family $500 Total
Out-of-Pocket Maximums	N/A	$1,000 Individual $2,000 Family
Lifetime Maximum	Unlimited	$1,000,000
Pre-certification	Performed by Provider	Performed by Member
Coinsurance	100%	80% after deductible until out-of-pocket maximum is met; then 100%
Physician Office Visits	100% after $20 co-pay	80% after deductible
Medical/Surgical Expenses (Except Office Visits)	100%	80% after deductible
Ambulance Services	100%	100%
Preventive Office Visits (Adult & Pediatric)	100% after $20 co-pay	Not Covered
Routine GYN Exams/Pap Smear	100% after $20 co-pay	80% (deductible/ lifetime maximum does not apply)

APPENDIX D

PPO-TRADITIONAL COMPARISON

Benefit	PPO Blue In-Network	PPO Blue Out-of-Network
Pediatric Immunizations	100%	80% (deductible/ lifetime maximum does not apply)
Spinal Manipulation	100% after $20 co-pay	80% after deductible
	Limit: 20 visits/calendar year	
Inpatient Hospital Services	100%	80% after deductible
Outpatient Hospital Services	100%	80% after deductible
Skilled Nursing Facility	100%	80% after deductible Limit: 100 days/calendar year
Maternity Care	100%	80% after deductible
Diagnostic Services - Lab Tests / X-rays	100%	80% after deductible
Mammography 1 per year (age 40+)	100%	80% after deductible
Emergency Medical/ Accident	100% after $35 co-pay (waived if admitted)	100% after $35 co-pay (waived if admitted)

APPENDIX D
PPO-TRADITIONAL COMPARISON

Benefit	PPO Blue In-Network	PPO Blue Out-of-Network
Occupational Therapy	100% after $20 co-pay	80% after deductible
	Combined Limit: 20 Visits per Calendar Year	
Private Duty Nursing	100%	
Hospice	100%	80% after deductible
Physical Therapy	100% after $20 co-pay	80% after deductible
	Combined Limit: 20 Visits per Calendar Year	
Speech Therapy	100% after $20 co-pay	80% after deductible
	Combined Limit: 20 Visits per Calendar Year	
Durable Medical Equipment Orthotics & Prosthetics	100%	80% after deductible
Home Health Care	100%	80% after deductible
Impacted Wisdom Teeth	100%	80% after deductible
Prescription Drugs with mail order • Defined by Premier Gold Pharmacy Network – Not Physician Network	**Retail Drugs** $10 co-payment generic $20 co-payment brand-formulary $35 co-payment brand-non-formulary Mandatory Generic 31 day supply **Maintenance Drug through Mail Order** Co-payment is twice to retail co-pay for **90** day supply	

APPENDIX D

PPO-TRADITIONAL COMPARISON

Benefit	PPO Blue In-Network	PPO Blue Out-of-Network
Inpatient Mental Health	100%	80% after deductible
	30 days combined in and out of network per calendar year; 10 days out of network per calendar year	
Outpatient Mental Health	100% after $20 co-pay	80% after deductible
	45 visits combined in and out-of-network per calendar year 15 visit limit out of network per calendar year	
Inpatient Substance Abuse	100%	80% after deductible
	30 days per calendar year; Lifetime maximum of 90 days	
Outpatient Substance Abuse	100% after $20 co-pay	80% after deductible
	60 visits per calendar year; Lifetime maximum of 120 visits	
Detoxification	100%	80% after deductible
	7 days per admission 4 admissions lifetime maximum	

This matrix is intended to help employees understand the difference among their health insurance options.
It covers general features and is not intended to be a substitute for the terms, provisions, limitations and conditions imposed by the controlling contract(s).