FANNETT-METAL SCHOOL DISTRICT

AND

FANNETT-METAL EDUCATION ASSOCIATION

AGREEMENT

2007-2008

2008-2009

2009-2010

2010-2011

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THIS AGREEMENT

Made and entered into this **seventh** day of **August**, 2007 by and between Fannett-Metal School District, a school district organized and existing pursuant to the laws of the Commonwealth of Pennsylvania and having its administrative office in Willow Hill, Franklin County, Pennsylvania, hereinafter referred to as "District" and Fannett-Metal Education Association, an unincorporated employees association having as its mailing address c/o Fannett-Metal High School, Willow Hill, Franklin County, Pennsylvania, and hereinafter referred to as "Association", witnesseth:

WHEREAS, District by its Board of School Directors recognized the Association as the collective bargaining agency for a certain bargaining unit of its employees, all as hereafter set forth; and

WHEREAS, as a result of such recognition the Association was certified as such collective bargaining agent by the Pennsylvania Labor Relations Board; and

WHEREAS, the representative of the Association and the District have met and have engaged in good faith collective bargaining, and have arrived at agreement on diverse issues, which agreements are set forth in Article One through Article Fifteen annexed hereto;

NOW KNOW ALL MEN BY THESE PRESENTS that the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE ONE

ASSOCIATION RECOGNITION AND BARGAINING UNIT

1.1 Recognition: The District hereby recognizes the Association as the collective bargaining agent for those employees of the District contained within the bargaining unit as hereinafter defined for the purpose of engaging in collective bargaining concerning the wages, hours, and conditions of employment of such employees.

1.2 Bargaining Unit: The members of the bargaining unit shall be hereafter referred to as "teachers" and shall consist of those employees of the District holding the following positions and otherwise included within the definition of "temporary professional employee" and "professional employee" as contained in Public School Code of the Commonwealth, and as approved by the Pennsylvania Labor Relations Board.

1.3 Exclusions from Bargaining Unit: Any employee whose duties would require him/her to be excluded from the bargaining unit because he/she is a "supervisor", "first-line supervisor", or "confidential employee" as defined by the Pennsylvania Employees Labor Relations Act (hereafter referred to as Act 195) shall be excluded from the bargaining unit. Any employee whose duties permit him/her to be included in the bargaining unit as of the date of the execution of this agreement but whose duties are thereafter changed by the District, so as to include him/her within the definition of "supervisor", "first-line supervisor", or "confidential employee" as defined by Act 195 shall thereafter be excluded from the bargaining unit. The

provisions of this paragraph 1.3 shall control the definition of the bargaining unit set forth in paragraph 1.2 in the event of any conflict between them.

1.4 New Positions: In the event the District hereafter creates any new position to be filled by an employee who should be considered a "professional employee" or a "temporary professional employee" under Public School Code, and who is not a "supervisor", "first-line supervisor", or "confidential employee" as defined by Act 195, and whose duties primarily involve daily routine contact with children, such position shall be included within the bargaining unit. In the event the District and the Association disagree upon whether such position should be so included, the Association shall be free to apply Step 2 of the Grievance Procedure hereafter established without first resorting to prior steps.

1.5 Other Exclusions: The following employees of the District are agreed by the parties not to be included within the bargaining unit as defined aforesaid. It is further agreed that nothing contained in this agreement shall apply to the benefit of any person otherwise a member of the bargaining unit while employed in such position unless such person has been specifically directed by the District to perform such duties in his capacity as a teacher:

A. Teacher's Aide.

B. Any person engaged in summer recreational program, or any recreational program in which such employee's participation is a matter for such employee's voluntary participation. This clause shall not include employees otherwise members of the bargaining unit engaged in supervising, advertising, or assisting in the conduct of any extra-curricular activity recognized as such by the District.

C. Secretaries.

D. Janitorial and Maintenance employees.

E. Substitute, part-time, or temporary employees even though such employees are otherwise qualified to be members of the bargaining unit if employed on a regular basis. Such employees shall be those who have been hired to fill a temporary job or for a special project or to replace any employee on leave or vacation.

F. Cafeteria employees.

ARTICLE TWO

RIGHTS OF TEACHERS

2.1 Rights of Free Association: The District agrees that every teacher has the right to join and support the Association, or to refuse to join or support the Association, and that it will not discriminate against any teacher by reason of his/her membership or non-membership in the Association. It further agrees that it will not discriminate against any teacher by reason of his/her having engaged in the collective bargaining process or the institution or processing of any

grievance pursuant to this agreement or by reason his/her having participated in any lawful and legitimate activities of the Association.

2.2 Legal Rights: Nothing herein contained shall be deemed to deny, limit, or restrict any teacher from utilizing any rights which he/she may have under the Constitution or laws of the Commonwealth of the United States. No teacher having tenure shall be dismissed or reduced in rank except as provided by law.

2.3 Right to Representation: When any teacher is required to appear before any authorized representative of the District in any disciplinary proceeding, he/she shall be entitled to be accompanied by any representative of his/her own choosing, including legal counsel or a representative of the Association. By selecting such representative, such teacher shall be deemed to have appointed him/her his/her agent for conducting such proceedings, and shall be deemed to be bound by the acts and agreements of such agent unless and until he/she shall revoke or specifically modify such agency. In the event any interview or meeting is requested by any authorized representative of the District, and such interview or meeting is not required by law, such representative of the District may decline to meet with the teacher if such representation by the Association is insisted upon by the teacher.

2.4 Review of Records: A teacher shall have the right to review the contents of his/her personnel file, and to permit any other person to review the same with him/her. However, references supplied to the District on a confidential basis shall not be subject to inspection.

2.5 Derogatory Material in File: A teacher shall be informed of any derogatory material in his/her personnel file by being handed a photocopy of the same upon signing a receipt therefore, or by having a photocopy mailed to him/her by any form of first class mail requiring him/her to receipt for the item. A teacher may present a written answer or explanation of such derogatory material within thirty (30) days of receiving the aforesaid copy, which answer or explanation shall be included in his/her personnel file with the derogatory material. In the event a teacher feels that such derogatory material is without foundation in fact, and in the event the District refused to remove the same, he/she may prosecute a grievance in an effort to remove such material.

2.6 Notification of Schedules: Teacher shall be notified not later than August fifteenth of each year as to changes in courses to be taught, and shall receive their teaching schedules with their check in August, except in the case of emergencies, summer resignations, or other unavoidable circumstances.

2.7 Attendance Registers: Present practices as to attendance registers being completed by teachers aides or secretarial help shall continue.

2.8 Statutory Savings Clause: Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she otherwise may have under the Public School Code of 1949 as amended, or the Public Employees Relations Act, Act 195, or under applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

2.9 Evaluation of Students: Each teacher shall maintain the right to determine grades of students. No grade of a student shall be changed without discussion with the teacher. However, the changing of a grade after discussion shall not be grounds for a grievance. The method of grading shall be determined according to school policy.

2.10 Board Policies: It is understood that no substantial change in formal board policies, administrative procedures, or informal practices is contemplated by the District during the term of this agreement. However, it is further understood that such policies, procedures, or practices may be changed from time to time by the District. It is therefore agreed that such changes will be discussed with representative of the Association.

2.11 Just Cause: No employee shall be dismissed without just cause.

2.12 Transfers and Vacancies:

A. Posting of Vacancies: It is agreed that the District will post notice whenever a vacancy arises. Job postings shall be made via electronic email if an opening occurs during the school year. If an opening occurs over the summer, in addition to posting on the District's website, the District will mail the posting of teaching vacancies to those professional staff that request it. Bargaining unit members interested in receiving the posting by mail will provide the District business office with the appropriate address before the last teacher day of the school year.

B. Request for Transfer: It is agreed that the professional employee may request a transfer, in writing, to the District. Selection of personnel is within the sole discretion of the District and the District's decision shall be final and binding.

ARTICLE THREE

ASSOCIATION REPRESENTIVE, MEETINGS, AND NOTICES

3.1 Association Representative: Teachers whom the Association notifies the District in writing have been designated as Association Representatives may leave their work during working hours to attend a scheduled grievance meeting, provided that they first receive permission to perform this Association business from their immediate supervisor and a substitute is available. Such permission shall not be unreasonably withheld, but it shall not be granted at times when in the opinion of the District it interferes with the operation of the school system. If such employee's presence is deemed necessary, such denial of permission shall be grounds for a continuance of any scheduled meeting or hearing.

3.2 Bulletin Boards: The District shall permit the Association to use one-half of the bulletin board located in each faculty room of the schools now having the same. The District shall permit the Association to use one-third of the main bulletin board in schools not having faculty rooms.

3.3 Meeting Place: The District hereby authorizes the Association to use such facilities of the District as are authorized by the Superintendent of schools for meeting of Association members and committees.

3.4 Primary Obligations: The Association hereby agrees that the primary obligation of all teachers is the education of children. Nothing herein contained shall be deemed to permit a teacher to leave an assigned post until his/her immediate supervisor shall have arranged for a substitute, nor shall anything herein be construed as to require time off with pay for Association activities, which subject is covered specifically in other portions of this agreement.

3.5 School Board Meetings: Representatives of the Association may exercise the privilege of any taxpayer or resident to attend meetings of the School Board irrespective of whether such representative is a taxpayer or resident of the Fannett-Metal School District.

3.6 Special Conferences: The President of the Association may confer with representatives of the District upon request. All such requests shall be submitted through the Superintendent of Schools, who may schedule the requested meeting. If such a meeting is scheduled during school hours, the Association's representative shall receive his/her pay for such period as the meeting requires. The refusal of the Superintendent of Schools to hold such a meeting shall not constitute a grievance, nor shall this clause apply to the grievance procedure hereafter set forth. Representatives of the District may confer with representatives of the Association upon request. All such requests shall be submitted through the President of the Association, who may schedule the requested meeting. If such a meeting is scheduled during school hours, the Association's representative shall receive his/her pay for such period as the meeting requires. The refusal of the President of the Association to hold such a meeting shall not constitute a grievance, nor shall this clause apply to the grievance procedure hereafter set forth.

3.7 Regular Conferences: The Superintendent of Schools or his/her designee, joined by such other personnel as he/she desires to have present, shall meet on the third Monday of each month at 4:00 PM in the Board Room of the District with representatives of the bargaining unit for the purpose of receiving suggestions. The failure of the District to implement any such suggestion shall not constitute a grievance unless the subject matter is such that it would otherwise constitute a grievance. An appropriate agenda shall be submitted by the Association two (2) weeks in advance of any such meeting. In the event no agenda is submitted, no such meeting need be held.

ARTICLE FOUR

DISTRICT RESPONSIBILITES AND PREROGATIVES

4.1 Reserved Items: The Association recognizes that the Board of School Directors of the District has been charged by the law of the Commonwealth of Pennsylvania with providing for the education of children enrolled in the public schools of the District. It is further recognized that the Board of School Directors is required to exercise its discretion in carrying out these responsibilities, and that in exercising this discretion the Board of School Directors must consider many factors, which change from time to time. Except as shall have been expressly otherwise agreed upon herein, nothing contained in this agreement shall be deemed to

restrict, preclude, or modify any lawful power exercised by the Board of School Directors or to make any exercise of such power the subject of grievance procedure established by this agreement.

ARTICLE FIVE

WORK SCHEDULES

5.1 School Term: Except as hereinafter provided, each teacher shall be employed for a school term of one hundred eighty-five days. Such school term shall be defined by the calendar adopted by the District, and shall consist of one hundred eighty-one teaching days and four in-service days.

5.2 Service in Addition to 185 Days: Any teacher who is not normally scheduled to work more that one hundred eighty-five days, and who is required to work more than one hundred eighty-five days, shall receive additional pay according to the following formula:

$$\frac{\text{Annual Salary}}{185} \times \text{(Number of additional days worked)}$$

Employees who may voluntarily agree to do additional work, shall be paid for such additional work according to the existing formula. Teachers who are contracted to work twelve months shall be paid for such additional work on a pro-rated basis of one and twenty-eight hundredths (1.28) times the individual's annual salary in accordance with his/her proper step in the salary schedule as shown in Exhibit A.

5.3 Hours: Each teacher shall normally be on duty at school so as to be present prior to the arrival of students by bus and shall remain on duty when scheduled until all school buses leave in the evening. The exact hours shall be determined by the District and shall substantially follow present practice of an approximate 7 1/2-hour day. Scheduling for bus duties and like activities in excess of 7 1/2 hours shall substantially follow present practice. Personnel performing duties at the written request of the building principal or the Superintendent outside of the regular work day shall be paid their pro rata (hourly or per diem) rate for all such work performed except as provided for in Section 6.2 of the Agreement. Nothing herein shall be deemed to restrict Section 6.2 of this Agreement.

5.4 Emergencies and Snow Days: In the event of any emergency, or in the event of inclement weather, the District may close the public schools for one or more days. Such days shall not be included as a day worked for purposes of paragraph 5.2 and at the option of the District each teacher shall work one additional day for each day on which school has been closed without additional compensation, with the exception of one (1) day which will not have to be made up. The term "teaching day" shall mean at least five hours at the elementary level and at least five and one-half hours at the secondary level.

5.5 Planning Time: High school teachers will be given one (1) duty free, class period each day for preparation. Elementary teachers will be given one duty free class period of no less that twenty-five (25) minutes each day for preparation where scheduling of personnel permits. A

committee constituted of two Association members, the elementary principal, and the superintendent shall meet and consider whether it is possible to provide a guaranteed, daily planning time of forty (40) minutes for all elementary teachers. The committee shall complete its work no later than October 15, 2007 and promptly report its finding to the School Board which shall have sole authority to determine whether to provide a guaranteed daily planning time of forty (40) minutes for all elementary teachers.

ARTICLE SIX

DUTIES

6.1 Established by District: The District shall establish the duties of teachers, and may change the same from time to time. It is understood that duties inherent to the teaching profession such as the grading of papers and examinations will normally be accomplished during periods when classes are not scheduled during the aforesaid work day, but that on occasion teachers will perform such duties at other times. It is agreed that no additional compensation will be paid for such duties.

6.2 Non-teaching Duties: Teachers may be assigned by the District to non-teaching duties such as the following, for which no additional compensation shall be paid.

A. Conferences with students and/or parents during the workday or at other times mutually agreed to by the parent and the teacher.

B. Supervising students in halls, cafeteria, auditorium, and on playgrounds during the workday.

C. Upon agreement of the employee serving as advisor or sponsor of extra-curricular activities, or as chaperone on a trip.

D. Teachers sponsoring or coaching the extra-curricular activities indicated on Exhibit B and C shall be paid as shown on the appropriate exhibit.

E. Teachers will be in attendance at not more than one administratively sanctioned open house per year.

F. Teachers will be in attendance at one faculty meeting per month. The meeting shall be held directly after school for not more than one (1) hour.

G. Teachers will be in attendance at in-service programs with no additional compensation, provided these programs do not exceed the 185-day contract year or the regular workday.

ARTICLE SEVEN

PAYMENT FOR SICK LEAVE

7.1 Prior Accumulation: Sick leave accumulated by teachers prior to the effective date of this Agreement according to existing board policies shall be credited to their personnel record and shall not be lost.

7.2 Payment for Accumulated Sick Leave: Upon retirement from teaching pursuant to PSERS, vesting in PSERS, or complete disability retirement, a teacher who has not less than ten (10) years of service at Fannett-Metal School District shall receive a payment for accumulated sick leave at the rate of fifty dollars ($50.00) per day. In the event of death while in the employment of the District prior to retirement, the District shall pay to the teacher's beneficiary under PSERS, a payment equal to the teacher's per diem rate at the time of death multiplied by the number of accumulated sick days through the date of death.

This amount shall be paid as an employer contribution into a 403(b) tax sheltered annuity plan as per the employee's choice. There shall be no cash option. If no tax sheltered annuity selection is made by the employee prior to retirement, the district shall select the 403(b) provider for employee contributions.

7.3 Notification of Accumulated Sick Leave: Teacher shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

7.4 Medical Appointments: A teacher shall be entitled to sick leave for medical or other similar appointments which cannot be scheduled during non-working hours. A teacher may utilize five (5) days for contract years 2007-08 and 2008-09 and six (6) days for contract years 2009-10 and 2010-11 of unused sick leave annually for an illness or medical/dental appointment of a member of the immediate family.

7.5 Sick Leave Bank: The Association shall establish a sick leave bank to which bargaining unit members may contribute days of credited sick leave. The sick leave bank shall be administered by the Association, which shall establish rules and regulations governing the same. A list of contributors and copy of the established rules and regulations shall be given to the employer. The employer agrees to honor withdrawals from the bank upon proper certification by the Association.

The Association agrees to indemnify, save, and hold harmless the District and its agents of and from any and all claims, demands, suits, or other forms of liability of law or equity which shall or may arise from, or by reason of the application of such sick bank provision.

ARTICLE EIGHT

OTHER PAID LEAVE

8.1 Funeral Leave: A teacher shall be entitled to leave of absence with pay at his/her regular rate for a maximum of four (4) work days in the case of death in his/her immediate

family, namely, husband or wife, child, brother or sister, grandparents, and grandchildren, parent or father-in-law or mother-in-law, or near relative who resides in the same home or any person with whom the teacher has made his/her home, provided the leave of absence is taken during the period between the date of death and the day following the burial, both inclusive, and provided further that the teacher is prepared to offer valid proof of death and relationship upon request. If additional travel time is necessary it shall be granted without pay upon justification to the District, or at the teacher's option, the teacher may utilize his/her personal leave days as hereafter set forth. Except as modified herein, Section 1154 (c) of the School Code shall apply to other funeral leave. Section 1154 (c) provides that whenever a professional or temporary professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

8.2 Court Leave: A teacher who serves on jury duty or who is called as a witness in any judicial or administrative proceeding shall be compensated by the District in the amount of the difference between his/her regular rate for regularly scheduled work days lost and the amount received as juror or witness fees, provided he/she is prepared to offer valid proof of such duty and the amount received as fees upon request of the District. Whenever the teacher is temporarily excused from such jury duty by the Court on his/her scheduled workday, he/she shall advise his/her supervisor as promptly as possible and stand ready to report for work if requested. The receipt of a subpoena or the notice to report for jury duty must be reported immediately to the District and the District may request that the teacher be excused or exempted from such jury if, in the opinion of the District, the teacher's services are needed at the time of proposed jury service.

8.3 Association President: The Association President shall be permitted one-day's paid leave to attend the State Convention of the PSEA. Any other leave taken shall be on an unpaid basis and shall be pursuant to Section 9.2.

8.4 Personal Leave: Teachers may take three (3) days leave in each school year with no loss of pay for any personal reason. The following rules shall govern personal leave:

A. No more than 10% of the total professional employees of a building may be excused at any one time for "personal leave".

B. Leave will be granted on a "first come, first served" basis.

C. Notice of intent shall be filed with the principal before 12:00 noon of the preceding day. Exceptions to this shall be because of an "emergency" only, as determined by the principal.

D. Employees shall be reimbursed annually for any unused personal leave by an amount equal to the daily substitute rate of pay.

E. Unused personal leave shall be accumulative from year to year up to five (5) days.

8.5 Sabbatical Leave: Employees in the bargaining unit shall be granted paid leave in accordance with sabbatical leave provisions set forth in the Public School Code of 1949, as amended. All such leave may be for one-half year, one full year, or two half years which may be non-consecutive, over a period of two calendar years. Salaries payable during sabbatical leave for "education" shall be 50% of the salary to which the employee is entitled in accordance with the salary schedule in effect during the leave. "Education" shall mean not less than nine (9) graduate credits (or undergraduate credits approved by the Superintendent) per one-half (1/2) year semester at an accredited university which relate directly to current teaching assignment, administration, post-graduate degrees or education in the public elementary or secondary schools.

ARTICLE NINE

UNPAID LEAVE

9.1 Parental Leave: Employees shall be granted an unpaid leave of absence of up to one (1) year for the purpose of child care or child rearing.

Such leave shall commence on a date established by the employee in consultation with the employee's physician. The employer shall be provided with at least thirty (30) days notice of the commencement of leave.

The employee on leave shall be entitled to continue all insurance coverage provided by the agreement, if the employee reimburses the District for the costs thereof.

Upon return from leave, the employee shall return to the same or similar position held prior to the leave, at the discretion of the Superintendent. The employer shall be provided with at least sixty-(60) days notice of the termination of leave and return to employment.

Such leave shall not be inconsistent with applicable state and federal laws and/or rules and regulations.

9.2 Association Leave: Such officers and members of the Association as shall be designated to represent the Association on business matters shall be granted leave from duty without pay in order to attend to such Association business, provided, however, that no more than two (2) such persons shall be granted such leave at any one time, and that such leave shall not aggregate more than ten (10) man-working days in any school year.

9.3 Other Leaves of Absence Without Pay: Other reasonable requests for leaves of absence without pay by tenured teachers for personal illness, illness in the immediate family, furthering education, etc., will be considered and evaluated on merits of each case. Such leave may be approved for periods not to exceed one (1) year. Employment in the District shall be automatically terminated unless the teacher returns to work on or before the termination of his/her leave.

Retirement credits and other benefits will not accrue during an unpaid leave of absence. Teachers should make advance arrangements to have their group medical insurance continued at their expense during their leave. Otherwise they will be discontinued.

ARTICLE TEN

GRIEVANCE PROCEDURE

10.1 Procedural Steps: In the event of a controversy concerning the meaning or application of any provision of this agreement, there shall be no suspension of or interference with the work, but such controversy shall be treated as a grievance and shall be settled, if possible, in the following manner:

FIRST STEP: The grievance shall be presented orally or in writing to the grievant's principal. At any meeting with the principal to discuss the grievance, the teacher may have his/her Association Representative present if he/she wishes. The grievance shall be resolved within five (5) working days, if possible. If the grievance is presented to the principal in writing, he/she shall give a written answer to the grievant within ten (10) days of submission.

SECOND STEP: If a satisfactory adjustment cannot be reached between the parties in the First Step, within ten (10) working days after the same has been presented to the principal, the grievance may be re-submitted by the teacher or the Association to the Superintendent of Schools. In the Second Step, the grievance shall be reduced to writing and the following information shall be stated with reasonable clearness:

the nature of the grievance, including the act or acts complained of and when they occurred;
the names of the person(s) involved;
the identity of the person(s) who claim to be aggrieved;
the Section(s) of this agreement which the District has allegedly violated; and
the remedy sought.

At any meeting to consider the grievance, the teacher may have present the teacher's Association Representative and such other representatives as the teacher desires. The Superintendent shall also give a written answer to the grievance within ten (10) days after the Second Step submission.

THIRD STEP: If a satisfactory adjustment cannot be reached between the parties in the Second Step within twenty (20) days after the same has been presented to the Superintendent the same grievance may be re-submitted by the teacher or the Association to the District. In this step the grievance shall be reduced to writing and the following information shall be stated with reasonable clearance:

the nature of the grievance, including the act or acts complained of and when they occurred;
the names of the person(s) involved;

the identity of the person(s) who claim to be aggrieved;
the Section(s) of this agreement which the District has allegedly violated; and
the remedy sought.

At any meeting to consider the grievance, the teacher may have present the teacher's Association Representative and such other representatives as the teacher desires. The District shall also give a written answer to the grievance within fifteen (15) days after the Third Step submission.

FOURTH STEP: If a satisfactory adjustment cannot be reached between the parties at Step Three, the Association or the District may, within thirty (30) working days from the submission at the Third Step submit the grievance for arbitration according to Section 903, ARTICLE IX, Act 195 (Public Employee Relations Act).

10.2 Restrictions on Arbitration: Only a single grievance may be heard by the Arbitrator at one time. The Association shall make the final determination as to whether or not any grievance involving teachers in a bargaining unit shall be processed and whether or not any grievance in process shall be settled. However, any teacher may prosecute a grievance without the aid of the Association, in which case the Association shall notify the District in writing of its non-participation. Any issue left unsettled by the District and the Association when this agreement is signed may not be determined by an Arbitrator.

10.3 Authority of Arbitrator: Grievance within the meaning of the grievance procedure and of this arbitration clause shall consist only of disputes about the interpretation or application of particular Articles of this Agreement and about alleged violations of the agreement. The Arbitrators shall have no power to add to, or subtract from, nor modify any of the terms of this agreement; nor shall they substitute their discretion for that of the District or the Association where such discretion has been retained by the District or the Association; nor shall they exercise any responsibility or function of the District or the Association. No questions affecting the wage structure of the District shall be arbitratable, and arbitrators may not establish or change any wage.

10.4 Back Pay: The District shall not be required to pay back pay except to the date a written grievance is filed with the District. Any award of back wages shall be limited to the amount of wages the teacher would otherwise have earned from his/her employment with the district during the periods as above defined, less any unemployment or other compensation for personal services that he/she may have received from any source during the period.

10.5 Awards: No arbitrator may make any award which in effect gives the grievant, the Association or the District anything he/she bargained for, but failed to get during negotiations.

10.6 Pay at Hearing: No member of the bargaining unit shall be paid by the District for time spent at arbitration hearing except during such time as he/she is appearing or waiting to be heard as a witness called by either party, and except for the grievant if he/she is successful in the grievance.

10.7 Timeliness: Any grievance not processed in accordance with the time limits of the grievance procedure shall be deemed to have been resolved against the party failing to comply unless the Association and the District agree specifically to extend the time limits in a particular case.

10.8 Expenses: Each side shall pay one-half (1/2) the fees and expense of the impartial arbitrator and shall bear its own expenses.

ARTICLE ELEVEN

NO STRIKES OR LOCKOUTS

11.1 No Strikes: For the duration of this agreement, the Association, its officers, agents, representatives, and members shall not in any way directly or indirectly authorize, cause, assist, encourage, participate in, ratify, or condone any strike, sit down, sit-in, slow-down, cessation, or stoppage of work, boycott, picketing, or other interference with or interruptions of work at any of the District's operations. In addition to any other liability, remedy, or right provided by applicable law or statutes, should such a strike, sit down, sit-in, slow-down, cessation, or stoppage of work, boycott, picketing, or other interference with or interruptions of the operations of the District occur the Association shall immediately:

A. publicly disavow such action of the teachers.

B. notify teachers of its disapproval of such action and instruct such teachers to cease such action and return to work immediately.

C. post notices on the Association bulletin boards advising that it disapproves of such action.

11.2 No Lockouts: In consideration of this non-strike pledge by the Association for the duration of this agreement the District shall not lock out its teachers.

11.3 Discipline: Any teacher who violates the provisions of this Article 11 may be made the subject of disciplinary action, including discharge and such action may not be raised as a grievance under this agreement, except whether the teacher actually engaged in conduct prohibited by this Article 11.

ARTICLE TWELVE

INSURANCE PROTECTION

12.1 Medical Coverage Plan: The District will provide PPO Blue Plan by Highmark. A summary of benefits is included as Exhibit D-1 of this agreement.

A. For the PPO Blue, the District will pay 100% of the premium for the employee.

B. The employee requesting dependent coverage will pay four percent (4%) of the difference in the premium between single coverage and the selected dependent

coverage for the 2007-08 and 2008-09 contract years. In the 2009-10 and 2010-11 contract years, the employee requesting dependent coverage will pay five percent (5%) of the difference in the premium between single coverage and the selected dependent coverage.

C. Payment for health care premiums will be divided equally over the pay periods for each year and will begin with the pay closest to but after September 1 of each calendar year.

D. Any employee who does not accept the coverage herein provided shall not be reimbursed for such unaccepted, unused coverage.

E. The District will continue throughout the contract term to use best efforts to procure the lowest available rate for identical or better coverage. The District may, at its sole option, increase coverage without increasing cost, by joining a new group, but the District shall not be obligated to continue to provide such increased coverage in the event the cost thereof is in excess of the cost of the coverage required herein.

12.2 Life Insurance: The District shall provide for each employee term life insurance (double indemnity) in the amount of fifty thousand dollars ($50,000) for the term of the contract.

12.3 Dental Insurance: Dental insurance shall be provided by a company acceptable to both parties and shall remain as in previous contracts for the duration of this agreement. The District will pay up to the following maximum amounts towards employee and family dental insurance: fifty dollars ($50) per month for the 2007-08 contract year; $55 per month for the 2008-09 contract year; $60 per month for the 2009-10 contract year; $65 per month for the 2010-11 contract year.

12.4 Vision Insurance: The District shall provide 100% fully paid Family Vision Coverage. Coverage will be the Optichoice Vision Program or its equivalent provided by Highmark Blue Shield. Any changes in plan shall be made only with the input and consent of the Association.

12.5 Flexible Spending Accounts: Employees covered by this Agreement will be provided with flexible spending accounts in which the employees may designate pre-tax dollars to be used for specific insurance premium expenses, health care expenses, and dependent care expenses to the extent allowable under Section 125 of the Internal Revenue Code. If at any time Section 125 or its underlying regulations shall be amended, the parties shall promptly amend the plan.

ARTICLE THIRTEEN

WAGES

13.1 Wage Scale: Teachers shall be paid pursuant to the wage schedule annexed hereto as Exhibit A.

13.2 Credit for Experience: Any teacher employed after July 1, 1995 shall be given credit for no more than ten (10) years teaching experience.

13.3 Pay Interval: Teachers shall be paid every two (2) weeks on alternating Fridays.

13.4 Lump Sum Payment: Upon completion of the work year, employees in the bargaining unit shall be entitled to receive in one lump sum all monies due. Any employee wishing to receive a lump sum payment must make a written request to the Superintendent's office by May 1 of each year. The lump sum will be paid with the last regular pay in June.

13.5 Extra-Curricular Activities: Teachers engaged in certain extra-curricular activities shall be paid for the years 2007-2011 as annexed hereto as Exhibits B and C.

13.6 Membership Dues Deduction:

A. Deduction from Salary: The District agrees to deduct from the salary of the professional employee a designated lump sum payable to the Fannett-Metal Education Association, provided the Treasurer has been presented cards signed by the individual professional employees authorizing such deductions at least one (1) week prior to the first pay in September.

B. Method of Deduction and Transmittal: Said deductions will be made in as nearly equal installments as practical during the fifteen (15) consecutive pay periods beginning with the first paycheck in September. All monies deducted in accordance with this Section shall be transmitted by means of one check to the Association bi-weekly.

C. List Supplied to Association: The signed authorization cards shall be presented to the Secretary/Treasurer along with the list thereof. The Treasurer shall receipt the list for the cards so received.

D. Fair Share: The School District and the Association agree to comply with all provisions of Act 84 of 1988, or its successor. The association agrees to extend to all non-members the opportunity to join the Association.

13.7 Graduate Study Reimbursement: Credits for which payment is made must be graduate credits in the field of education or other approved courses and for the purpose of improving one's knowledge in the teaching profession. All courses must have prior approval by the Superintendent and the Board of School Directors in order to receive reimbursement. Pre-approval forms are available in each office. A paid receipt and grade card covering courses completed with a passing grade for which reimbursement is requested must be submitted to the Superintendent's office. Forms requesting reimbursement for credits earned are available in each principal's office and should be submitted with the grade card at the end of the quarter or semester during the school term. Faculty members from prior years are eligible to claim reimbursement for credits earned in June, July, or August, but he/she must be a member of the faculty of the Fannett-Metal School District as of September 15th and will be reimbursed after

this date. Requests for payment under the new eligibility standards must be for credits completed after the effective date of this contract. New provisions under this article are not retroactive.

Payment for credit reimbursement will be at the actual cost or at the rate of tuition charged by Shippensburg University for graduate credits, whichever is less, for the duration of this agreement.

13.8 Mileage Reimbursement: Employees required to use their personal vehicles for travel for authorized school business shall be reimbursed at the rate of forty ($0.40) cents per mile.

ARTICLE FOURTEEN

MISCELLANEOUS PROVISIONS

14.1 Separability; If any term or provision of this agreement is at any time during the life of this agreement in conflict with any law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other terms or provision of this agreement.

14.2 Finality: The parties acknowledge that during negotiations which resulted in this agreement each had the unlimited right and opportunity make demands and proposals with respect of any subject or matter within collective bargaining, and that the understandings arrived at after the exercise of that right are set forth in this agreement. Therefore, the District and the Association for the life of this agreement each voluntarily waives the right to bargain collectively with respect to any subject or matter referred to or covered in this agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement. The express provisions of this agreement for its duration, therefore, constitute the complete and total contract between the District and the Association with respect to rates of pay, wages, hours of work, and other conditions of employment.

ARTICLE FIFTEEN

DURATION OF AGREEMENT

15.1 Effective Period: This agreement shall become effective as of 12:00 AM on July 1, 2007 and shall continue in effect until midnight on June 30, 2011. Thereafter it shall be self-renewing for one (1) year periods unless notice of intention to terminate or modify this agreement is given in writing by either party to the other not less than ninety (90) days prior to any expiration.

IN WITNESS WHEREOF, the District has caused these present to be executed by the President of the School after legal approval of the same by its Board of School Directors, and the Association has caused these present to be executed by its President and attested by its Secretary after ratification by its membership at a regularly scheduled meeting at which a quorum was present the day and year first written above.

FANNETT-METAL SCHOOL DISTRICT

Attest:

Rebecca A. Frame
Secretary

By: James R. Mellon
President, Board of School Directors

FANNETT-METAL EDUCATION ASSOCIATION

Attest:

Stephanie L. Shoemaker
Secretary

By: Sharon K. Keller
President

SALARY SCHEDULE

2007-2008

STEP	Bachelors	Bachelors + Dual certification	Masters	Masters + Dual certification
1	$33,957	$35,457	$35,557	$37,057
2	$34,397	$35,897	$35,997	$37,497
3	$35,405	$36,905	$37,005	$38,505
4	$36,122	$37,622	$37,722	$39,222
5	$37,130	$38,630	$38,730	$40,230
6	$38,137	$39,637	$39,737	$41,237
7	$39,145	$40,645	$40,745	$42,245
8	$39,862	$41,362	$41,462	$42,962
9	$40,870	$42,370	$42,470	$43,970
10	$41,877	$43,377	$43,477	$44,977
11	$42,885	$44,385	$44,485	$45,985
12	$43,892	$45,392	$45,492	$46,992
13	$44,900	$46,400	$46,500	$48,000
14	$45,617	$47,117	$47,217	$48,717
15	$46,625	$48,125	$48,225	$49,725
16	$47,632	$49,132	$49,232	$50,732
17	$48,350	$49,850	$49,950	$51,450
18	$49,067	$50,567	$50,667	$52,167
19	$50,502	$52,002	$52,102	$53,602

SALARY SCHEDULE

2008-2009

STEP	Bachelors	Bachelors + Dual certification	Masters	Masters + Dual certification
1	$35,482	$36,982	$37,082	$38,582
2	$36,007	$37,507	$37,607	$39,107
3	$36,532	$38,032	$38,132	$39,632
4	$37,626	$39,126	$39,226	$40,726
5	$38,114	$39,614	$39,714	$41,214
6	$39,208	$40,708	$40,808	$42,308
7	$40,302	$41,802	$41,902	$43,402
8	$41,395	$42,895	$42,995	$44,495
9	$41,884	$43,384	$43,484	$44,984
10	$42,978	$44,478	$44,578	$46,078
11	$44,071	$45,571	$45,671	$47,171
12	$45,165	$46,665	$46,765	$48,265
13	$46,259	$47,759	$47,859	$49,359
14	$47,352	$48,852	$48,952	$50,452
15	$47,841	$49,341	$49,441	$50,941
16	$48,934	$50,434	$50,534	$52,034
17	$50,028	$51,528	$51,628	$53,128
18	$50,517	$52,017	$52,117	$53,617
19	$51,982	$53,482	$53,582	$55,082

SALARY SCHEDULE

2009-2010

STEP	Bachelors	Bachelors + Dual certification	Masters	Masters + Dual certification
1	$37,007	$38,507	$38,607	$40,107
2	$37,582	$39,082	$39,182	$40,682
3	$38,157	$39,657	$39,757	$41,257
4	$38,731	$40,231	$40,331	$41,831
5	$39,914	$41,414	$41,514	$43,014
6	$40,166	$41,666	$41,766	$43,266
7	$41,349	$42,849	$42,949	$44,449
8	$42,531	$44,031	$44,131	$45,631
9	$43,714	$45,214	$45,314	$46,814
10	$43,966	$45,466	$45,566	$47,066
11	$45,149	$46,649	$46,749	$48,249
12	$46,331	$47,831	$47,931	$49,431
13	$47,514	$49,014	$49,114	$50,614
14	$48,696	$50,196	$50,296	$51,796
15	$49,879	$51,379	$51,479	$52,979
16	$50,131	$51,631	$51,731	$53,231
17	$51,314	$52,814	$52,914	$54,414
18	$52,496	$53,996	$54,096	$55,596
19	$53,507	$55,007	$55,107	$56,607

SALARY SCHEDULE

2010-2011

STEP	Bachelors	Bachelors + Dual certification	Masters	Masters + Dual certification
1	$38,532	$40,032	$40,132	$41,632
2	$39,810	$41,310	$41,410	$42,910
3	$41,087	$42,587	$42,687	$44,187
4	$42,365	$43,865	$43,965	$45,465
5	$43,642	$45,142	$45,242	$46,742
6	$44,920	$46,420	$46,520	$48,020
7	$46,197	$47,697	$47,797	$49,297
8	$47,475	$48,975	$49,075	$50,575
9	$48,752	$50,252	$50,352	$51,852
10	$50,030	$51,530	$51,630	$53,130
11	$51,307	$52,807	$52,907	$54,407
12	$52,585	$54,085	$54,185	$55,685
13	$53,862	$55,362	$55,462	$56,962
14	$55,140	$56,640	$56,740	$58,240

Step progression chart

During the 2010-2011 school year, compaction in the number of steps shall occur.

The following chart indicates the step movement:

2006-07	2007-08	2008-09	2009-10	2010-11
			1	1
		1	2	2
	1	2	3	2
1	2	3	4	3
2	3	4	5	4
3	4	5	6	4
4	5	6	7	5
5	6	7	8	6
6	7	8	9	7
7	8	9	10	7
8	9	10	11	8
9	10	11	12	9
10	11	12	13	10
11	12	13	14	11
12	13	14	15	12
13	14	15	16	12
14	15	16	17	13
15	16	17	18	14
16	17	18	19	14
17	18	19	19	14
18	19	19	19	14
19	19	19	19	14

SPORTS SALARY SCHEDULE
2007-2008

SPORT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Soccer					
Head coach	$2,346	$2,522	$2,698	$2,874	$3,049
Assistant coach	$1,408	$1,583	$1,760	$1,935	$2,111
Junior High Head coach	$1,172	$1,349	$1,525	$1,701	$1,877
Junior High Assistant	$938	$1,055	$1,172	$1,291	$1,408
Volleyball					
Head coach	$2,346	$2,522	$2,698	$2,874	$3,049
Assistant coach	$1,408	$1,583	$1,760	$1,935	$2,111
Junior High Head coach	$1,172	$1,349	$1,525	$1,701	$1,877
Junior High Assistant	$938	$1,055	$1,172	$1,291	$1,408
Basketball					
Head coach	$3,049	$3,226	$3,402	$3,577	$3,754
Assistant coach	$1,994	$2,170	$2,346	$2,522	$2,698
Junior High Head coach	$1,408	$1,583	$1,760	$1,935	$2,111
Junior High Assistant	$1,055	$1,172	$1,291	$1,408	$1,525
Elementary coaches (Maximum 2 coaches per program)			$703		
Softball/Baseball					
Head coach	$2,346	$2,522	$2,698	$2,874	$3,049
Assistant coach	$1,408	$1,583	$1,760	$1,935	$2,111
Junior High Head coach	$1,172	$1,349	$1,525	$1,701	$1,877
Junior High Assistant	$938	$1,055	$1,172	$1,291	$1,408
Cheerleading- attendance at home soccer, volleyball, & basketball games as well as a minimum of 12 away contests					
Head coach	$1,937	$2,108	$2,279	$2,450	$2,621
Assistant coach	$1,174	$1,345	$1,516	$1,687	$1,858
Athletic Director	Negotiated with district by individual				

Coaches will receive additional pay for extended play for P.I.A.A. playoffs. The additional pay will be determined by multiplying 1/15th times the salary for head and assistant basketball coaches and 1/11th times the salary for all other head and assistant coaches. For each additional week of post-season play, the individual coaches will receive this stipend.

Credit will be given on the salary scale for experience gained as a coach while in another District. Coaching experience must be in the sport for which the person is being hired.

Ticket Takers	$21 per night
Timekeeper/Clock Operator	$22 per night
Game Manager	$31 per night
Security	$31 per night

At each event requiring a game manger, there must also be one person in attendance providing security.

Job vacancies will be posted as outlined in Section 2.12(A) of this agreement

SPORTS SALARY SCHEDULE
2008-2009

SPORT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Soccer					
Head coach	$2,452	$2,635	$2,819	$3,003	$3,187
Assistant coach	$1,471	$1,654	$1,839	$2,022	$2,206
Junior High Head coach	$1,225	$1,410	$1,593	$1,778	$1,961
Junior High Assistant	$980	$1,103	$1,225	$1,349	$1,471
Volleyball					
Head coach	$2,452	$2,635	$2,819	$3,003	$3,187
Assistant coach	$1,471	$1,654	$1,839	$2,022	$2,206
Junior High Head coach	$1,225	$1,410	$1,593	$1,778	$1,961
Junior High Assistant	$980	$1,103	$1,225	$1,349	$1,471
Basketball					
Head coach	$3,187	$3,371	$3,555	$3,738	$3,923
Assistant coach	$2,084	$2,268	$2,452	$2,635	$2,819
Junior High Head coach	$1,471	$1,654	$1,839	$2,022	$2,206
Junior High Assistant	$1,103	$1,225	$1,349	$1,471	$1,593
Elementary coaches (Maximum 2 coaches per program)			$735		
Softball/Baseball					
Head coach	$2,452	$2,635	$2,819	$3,003	$3,187
Assistant coach	$1,471	$1,654	$1,839	$2,022	$2,206
Junior High Head coach	$1,225	$1,410	$1,593	$1,778	$1,961
Junior High Assistant	$980	$1,103	$1,225	$1,349	$1,471
Cheerleading- attendance at home soccer, volleyball, & basketball games as well as a minimum of 12 away contests					
Head coach	$2,024	$2,203	$2,382	$2,560	$2,739
Assistant coach	$1,227	$1,405	$1,584	$1,762	$1,941
Athletic Director	Negotiated with district by individual				

Coaches will receive additional pay for extended play for P.I.A.A. playoffs. The additional pay will be determined by multiplying 1/15th times the salary for head and assistant basketball coaches and 1/11th times the salary for all other head and assistant coaches. For each additional week of post-season play, the individual coaches will receive this stipend.

Credit will be given on the salary scale for experience gained as a coach while in another District. Coaching experience must be in the sport for which the person is being hired.

Ticket Takers	$22 per night
Timekeeper/Clock Operator	$23 per night
Game Manager	$32 per night
Security	$32 per night

At each event requiring a game manger, there must also be one person in attendance providing security.

Job vacancies will be posted as outlined in Section 2.12(A) of this agreement

SPORTS SALARY SCHEDULE
2009-2010

SPORT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Soccer					
Head coach	$2,562	$2,754	$2,946	$3,138	$3,330
Assistant coach	$1,538	$1,729	$1,921	$2,113	$2,305
Junior High Head coach	$1,280	$1,473	$1,665	$1,858	$2,050
Junior High Assistant	$1,024	$1,152	$1,280	$1,410	$1,538
Volleyball					
Head coach	$2,562	$2,754	$2,946	$3,138	$3,330
Assistant coach	$1,538	$1,729	$1,921	$2,113	$2,305
Junior High Head coach	$1,280	$1,473	$1,665	$1,858	$2,050
Junior High Assistant	$1,024	$1,152	$1,280	$1,410	$1,538
Basketball					
Head coach	$3,330	$3,523	$3,715	$3,906	$4,099
Assistant coach	$2,178	$2,370	$2,562	$2,754	$2,946
Junior High Head coach	$1,538	$1,729	$1,921	$2,113	$2,305
Junior High Assistant	$1,152	$1,280	$1,410	$1,538	$1,665
Elementary coaches (Maximum 2 coaches per program)			$768		
Softball/Baseball					
Head coach	$2,562	$2,754	$2,946	$3,138	$3,330
Assistant coach	$1,538	$1,729	$1,921	$2,113	$2,305
Junior High Head coach	$1,280	$1,473	$1,665	$1,858	$2,050
Junior High Assistant	$1,024	$1,152	$1,280	$1,410	$1,538
Cheerleading-attendance at home soccer, volleyball, & basketball games as well as a minimum of 12 away contests					
Head coach	$2,116	$2,302	$2,489	$2,676	$2,862
Assistant coach	$1,282	$1,468	$1,655	$1,842	$2,028
Athletic Director	Negotiated with district by individual				

Coaches will receive additional pay for extended play for P.I.A.A. playoffs. The additional pay will be determined by multiplying 1/15th times the salary for head and assistant basketball coaches and 1/11th times the salary for all other head and assistant coaches. For each additional week of post-season play, the individual coaches will receive this stipend.

Credit will be given on the salary scale for experience gained as a coach while in another District. Coaching experience must be in the sport for which the person is being hired.

Ticket Takers	$23 per night
Timekeeper/Clock Operator	$24 per night
Game Manager	$33 per night
Security	$33 per night

At each event requiring a game manger, there must also be one person in attendance providing security.

Job vacancies will be posted as outlined in Section 2.12(A) of this agreement

SPORTS SALARY SCHEDULE
2010-2011

SPORT	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Soccer					
Head coach	$2,678	$2,878	$3,079	$3,280	$3,480
Assistant coach	$1,606	$1,807	$2,008	$2,208	$2,409
Junior High Head coach	$1,338	$1,540	$1,740	$1,941	$2,142
Junior High Assistant	$1,070	$1,204	$1,338	$1,473	$1,607
Volleyball					
Head coach	$2,678	$2,878	$3,079	$3,280	$3,480
Assistant coach	$1,607	$1,807	$2,008	$2,208	$2,409
Junior High Head coach	$1,338	$1,540	$1,740	$1,941	$2,142
Junior High Assistant	$1,070	$1,204	$1,338	$1,473	$1,607
Basketball					
Head coach	$3,480	$3,682	$3,882	$4,082	$4,284
Assistant coach	$2,276	$2,477	$2,678	$2,878	$3,079
Junior High Head coach	$1,607	$1,807	$2,008	$2,208	$2,409
Junior High Assistant	$1,204	$1,338	$1,473	$1,607	$1,740
Elementary coaches (Maximum 2 coaches per program)			$803		
Softball/Baseball					
Head coach	$2,678	$2,878	$3,079	$3,280	$3,480
Assistant coach	$1,607	$1,807	$2,008	$2,208	$2,409
Junior High Head coach	$1,338	$1,540	$1,740	$1,941	$2,142
Junior High Assistant	$1,070	$1,204	$1,338	$1,473	$1,607
Cheerleading-attendance at home soccer, volleyball, & basketball games as well as a minimum of 12 away contests					
Head coach	$2,211	$2,406	$2,601	$2,796	$2,991
Assistant coach	$1,339	$1,535	$1,730	$1,925	$2,120
Athletic Director	Negotiated with district by individual				

Coaches will receive additional pay for extended play for P.I.A.A. playoffs. The additional pay will be determined by multiplying 1/15th times the salary for head and assistant basketball coaches and 1/11th times the salary for all other head and assistant coaches. For each additional week of post-season play, the individual coaches will receive this stipend.

Credit will be given on the salary scale for experience gained as a coach while in another District. Coaching experience must be in the sport for which the person is being hired.

Ticket Takers	$24 per night
Timekeeper/Clock Operator	$25 per night
Game Manager	$34 per night
Security	$34 per night

At each event requiring a game manger, there must also be one person in attendance providing security.

Job vacancies will be posted as outlined in Section 2.12(A) of this agreement

ACTIVITIES SALARY SCHEDULE
2007-2008

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Band	$1,598	$1,808	$1,977	$2,149	$2,319
Chorus	$1,598	$1,808	$1,977	$2,149	$2,319
Play	$1,156	$1,318	$1,481	$1,645	$1,808
Yearbook	$1,598	$1,808	$1,977	$2,149	$2,319

Distance Learning Teachers-- $500 per student per class

Any professional employee assigned to instruct, or aid student(s) in on-line instruction to supplement curricular offerings. Request for pay should be turned in upon course culmination. Any professional employee assigned to instruct, or aid student(s) in on-line instruction that is student funded (ie summer school or credit recovery) shall receive the entire amount the student is charged by the district.

Advisors to the Senior Class (3)	$593
Advisors to the Junior Class (3)	$593
Advisors to the Sophomore Class (3)	$299
Advisors to the Freshman Class (3)	$299
National Honor Society Advisor	$435
Varsity Club Advisors (max. 2)	$435
Student Council--High School	$435
Student Council--Middle School	$435

School Librarian	2 week extended contract at per diem rate
Home Bound Instructor/Tutor	$30.00 per hour
Evening Library/Story Hour	$25.00 per hour
~~Elementary~~ SAP Team members (meeting outside the school day)	$514 each per school year
Middle School Team Leader	$593

CLUBS

No later than the October board meeting, the Administration and the School Board must approve high school extracurricular clubs that will function as a unit throughout the school year and the advisors of those clubs. In addition to the National Honor Society, Student Councils, and the Varsity Club, no more than 6 clubs may be active in the high school. Advisors of those organized extracurricular clubs at the High School will be paid a stipend of $435 per club for the 2007-2008 school year.

Vacancies that occur in these positions shall be posted as outlined in Section 2.12 (A) of this contract.

ACTIVITIES SALARY SCHEDULE
2008-2009

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Band	$1,670	$1,889	$2,066	$2,245	$2,423
Chorus	$1,670	$1,889	$2,066	$2,245	$2,423
Play	$1,208	$1,377	$1,547	$1,719	$1,889
Yearbook	$1,670	$1,889	$2,066	$2,245	$2,423

Distance Learning Teachers-- $523 per student per class

Any professional employee assigned to instruct, or aid student(s) in on-line instruction to supplement curricular offerings. Request for pay should be turned in upon course culmination. Any professional employee assigned to instruct, or aid student(s) in on-line instruction that is student funded (ie summer school or credit recovery) shall receive the entire amount the student is charged by the district.

Advisors to the Senior Class (3)	$619
Advisors to the Junior Class (3)	$619
Advisors to the Sophomore Class (3)	$312
Advisors to the Freshman Class (3)	$312
National Honor Society Advisor	$454
Varsity Club Advisors (max. 2)	$454
Student Council--High School	$454
Student Council--Middle School	$454

School Librarian	2 week extended contract at per diem rate
Home Bound Instructor/Tutor	$31.00 per hour
Evening Library/Story Hour	$26.00 per hour
~~Elementary~~ SAP Team members (meeting outside the school day)	$537 each per school year
Middle School Team Leader	$619

CLUBS

No later than the October board meeting, the Administration and the School Board must approve high school extracurricular clubs that will function as a unit throughout the school year and the advisors of those clubs. In addition to the National Honor Society, Student Councils, and the Varsity Club, no more than 6 clubs may be active in the high school. Advisors of those organized extracurricular clubs at the High School will be paid a stipend of $454 per club for the 2008-2009 school year.

Vacancies that occur in these positions shall be posted as outlined in Section 2.12 (A) of this contract.

ACTIVITIES SALARY SCHEDULE
2009-2010

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Band	$1,745	$1,974	$2,159	$2,346	$2,532
Chorus	$1,745	$1,974	$2,159	$2,346	$2,532
Play	$1,262	$1,439	$1,617	$1,796	$1,974
Yearbook	$1,745	$1,974	$2,159	$2,346	$2,532

Distance Learning Teachers-- $547 per student per class

Any professional employee assigned to instruct, or aid student(s) in on-line instruction to supplement curricular offerings. Request for pay should be turned in upon course culmination. Any professional employee assigned to instruct, or aid student(s) in on-line instruction that is student funded (ie summer school or credit recovery) shall receive the entire amount the student is charged by the district.

Advisors to the Senior Class (3)	$647
Advisors to the Junior Class (3)	$647
Advisors to the Sophomore Class (3)	$326
Advisors to the Freshman Class (3)	$326
National Honor Society Advisor	$475
Varsity Club Advisors (max. 2)	$475
Student Council--High School	$475
Student Council--Middle School	$475

School Librarian	2 week extended contract at per diem rate
Home Bound Instructor/Tutor	$34.00 per hour
Evening Library/Story Hour	$29.00 per hour
~~**Elementary**~~ **SAP Team members** (meeting outside the school day)	$561 each per school year
Middle School Team Leader	$647

CLUBS

No later than the October board meeting, the Administration and the School Board must approve high school extracurricular clubs that will function as a unit throughout the school year and the advisors of those clubs. In addition to the National Honor Society, Student Councils, and the Varsity Club, no more than 6 clubs may be active in the high school. Advisors of those organized extracurricular clubs at the High School will be paid a stipend of $475 per club for the 2009-2010 school year.

Vacancies that occur in these positions shall be posted as outlined in Section 2.12 (A) of this contract.

ACTIVITIES SALARY SCHEDULE
2010-2011

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
Band	$1,823	$2,063	$2,256	$2,452	$2,646
Chorus	$1,823	$2,063	$2,256	$2,452	$2,646
Play	$1,319	$1,504	$1,690	$1,877	$2,063
Yearbook	$1,823	$2,063	$2,256	$2,452	$2,646

Distance Learning Teachers-- $572 per student per class

Any professional employee assigned to instruct, or aid student(s) in on-line instruction to supplement curricular offerings. Request for pay should be turned in upon course culmination. Any professional employee assigned to instruct, or aid student(s) in on-line instruction that is student funded (ie summer school or credit recovery) shall receive the entire amount the student is charged by the district.

Advisors to the Senior Class (3)	$676
Advisors to the Junior Class (3)	$676
Advisors to the Sophomore Class (3)	$341
Advisors to the Freshman Class (3)	$341
National Honor Society Advisor	$496
Varsity Club Advisors (max. 2)	$496
Student Council--High School	$496
Student Council--Middle School	$496

School Librarian	2 week extended contract at per diem rate
Home Bound Instructor/Tutor	$35.00 per hour
Evening Library/Story Hour	$30.00 per hour
~~**Elementary**~~ **SAP Team members** (meeting outside the school day)	$587 each per school year
Middle School Team Leader	$676

CLUBS

No later than the October board meeting, the Administration and the School Board must approve high school extracurricular clubs that will function as a unit throughout the school year and the advisors of those clubs. In addition to the National Honor Society, Student Councils, and the Varsity Club, no more than 6 clubs may be active in the high school. Advisors of those organized extracurricular clubs at the High School will be paid a stipend of $496 per club for the 2010-2011 school year.

Vacancies that occur in these positions shall be posted as outlined in Section 2.12 (A) of this contract.

PPOBlue

Summary of Benefits

With your PPOBlue 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. Together we can help you manage your care. There's no requirement to select a Primary Care Physician (PCP) to coordinate your care. Below are specific benefits for this plan during your benefit period.

Fannett Metal Area School District

Benefit	Network	Out-of-Network
Benefit Period	Calendar Year	
Deductible (per benefit period) Individual Family	$250 $500	$500 $1,000
Plan Payment Level – Based on the provider's reasonable charge (PRC)	100% after deductible	80% after deductible
Out-of-Pocket Maximums (Once met, plan payment level becomes 100%) Individual Family	None None	$5,000 $10,000
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 *Adult* Routine physical exams Adult immunizations Routine gynecological exams, including a Pap Test Mammograms, annual routine and medically necessary	 100% after $20 copayment 100% after deductible 100% after $20 copayment 100% after deductible	 80% after deductible 80% after deductible 80% (deductible does not apply) 80% after deductible
Pediatric Routine physical exams Pediatric immunizations	 100% after $20 copayment 100% (deductible does not apply)	 80% after deductible 80% (deductible does not apply)
Emergency Room Services	100% after $50 copayment (waived if admitted)	
Spinal Manipulations	100% after $20 copayment Limit: 20 visits benefit period	80% after deductible
Physical Medicine	100% after $20 copayment Limit: 20 visits benefit period	80% after deductible
Speech Therapy	100% after $20 copayment Limit: 12 visits benefit period	80% after deductible
Occupational Therapy	100% after $20 copayment Limit: 12 visits benefit period	80% after deductible
Allergy Extracts and Injections	100% after deductible	80% after deductible
Ambulance	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	
Dental Services Related to Accidental Injury	Not Covered	
Diabetes Treatment	100% after deductible	80% after deductible
Diagnostic Services (including routine) *Advanced Imaging* (MRI, CAT Scan, PET scan, etc.) *Basic Diagnostic Services* (standard imaging, diagnostic medical, lab/pathology, allergy testing)	 100% after deductible 100% after deductible	 80% 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	80% after deductible
Home Health Care	100% after deductible Limit: 90 visits benefit period	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

Benefit	Network	Out-of-Network
Infertility Counseling, Testing and Treatment[12]	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[13]	100% after deductible	80% after deductible
	Limit: 30 days benefit period	
Mental Health - Outpatient[13]	100% after $20 copayment	80% after deductible
	Limit: 26 visits benefit period	
Private Duty Nursing	100% after deductible	80% after deductible
	Limit: 240 hours benefit period	
Respiratory Therapy	100% after deductible	80% after deductible
Skilled Nursing Facility Care	100% after deductible	80% after deductible
	Limit: 100 days benefit period	
Substance Abuse - Inpatient Detoxification	100% after deductible	80% after deductible
	Limit: 7 days/admission, 4 admission/lifetime	
Substance Abuse - Inpatient Rehabilitation	100% after deductible	80% after deductible
	Limit: 30 days/benefit period, 90 days/lifetime	
Substance Abuse – Outpatient	100% after $20 copayment	80% after deductible
	Limit: 60 visits/benefit period; 120 visits/lifetime	
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[14]	Yes	
Prescription Drug Deductible		
Individual	None	
Family	None	
Premier Prescription Drug Program	*Defined by Premier Gold Pharmacy Network - Not Physician Network.* *(Prescriptions filled at a non-network pharmacy are not covered.)*	
	Retail Drugs	
	$15 generic copayment	
	$25 brand copayment	
	$40 non-formulary brand copayment	
	Mandatory Generics[15]	
	31-day Supply	
	Maintenance Drugs through Mail Order	
	$30 generic copayment	
	$50 brand copayment	
	$80 non-formulary brand copayment	
	Mandatory Generics[15]	
	90-day Supply	

[12] Your group's benefit period is based on a Calendar Year.

[12] 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.

[13] State mandated benefits (30 inpatient days and 60 outpatient visits annually with the right to exchange inpatient days for outpatient visits on a one-to-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.

[14] 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.

[15] 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.

This is not intended as a contract of benefits. It is designed purely as a reference of the many benefits available under your program.