

COMMONWEALTH OF PENNSYLVANIA  
Pennsylvania Labor Relations Board

**In the Matter of the employees of  
Canton Area School District  
Case No. ACT 88-13-14-E**

REPORT AND RECOMMENDATIONS

Diana S. Mulligan, Fact Finder

Hearing: April 12, 2013  
Stuart T. Karschner, for the Association  
John G. Audi, Esq., for the School District

**BACKGROUND**

Pursuant to ACT 88 of 1992 and the Pennsylvania Employee Labor Relations Act, Act 195 of 1970, notice was received by the Pennsylvania Labor Relations Board (PLRB) from the Bureau of Mediation that no agreement had been reached between the Canton Area School District (SD) and the Canton Area Education Association (Association). By letter dated March 19, 2013, the PLRB appointed the undersigned to act as Fact Finder with the authority set forth above. Subsequent to such notice, the parties were duly notified and a hearing was held on April 12, 2013 in Canton, Pennsylvania at which time all parties in interest were afforded a full opportunity to present testimony and introduce documentary evidence. The Fact Finder and Advocates further discussed the issue via e-mail.

**Mutual Issues**

1. Term of Agreement
2. Sick Leave
3. Salary Schedule (Amount)
4. Hospitalization and Medical Insurance
5. Health Room Assistant

**School District Only Issues**

1. Salary Schedule (Reduction of Columns)
2. Northern Tier Insurance Consortium (NTIC) Language
3. 2018 Excise Tax on "Cadillac" Plans

**Association Only Issues**

1. Hours of Work
2. Graduate Courses
3. Sick Leave Incentive Plan
4. Tuition for Non-resident Students

NOTE: Although the issues are listed separately for identification purposes, the SD presented its issues for Fact Finding as a package. In its submission, the SD stated that, should the package be rejected by the Association, the SD will withdraw all items in its proposal.

This Report contains Recommendations for the unresolved issues which constitute the settlement proposal upon which the parties are now required to act, as directed by statute and PLRB regulations. Without any comment, the issues already agreed upon by the parties and the undisputed portions of the Collective Bargaining Agreement (CBA or Agreement) shall be incorporated without change as part of this Report.

A vote to accept the Report does not necessarily constitute endorsement of the Recommendations but, rather, represents only an agreement to resolve the disputed issues. Pursuant to statutory authority, the Report will be released to the public after the consideration period if rejected by either party.

The parties are hereby directed to review the Report and, within 10 calendar days of its issuance, notify the PLRB and each other if they accept or reject the Recommendations. It is imperative that confidentiality of the Report be maintained during the 10 day consideration period.

## **Issue #1: Term of Agreement**

### **Position of the Parties**

The Association proposed a 4 year CBA which, by its terms, would begin on July 1, 2012 and continue in full force and effect until June 30, 2016. The SD proposed 2 Options: A. If the Association agrees to a step movement every 2 years, the SD will agree to keep the current matrix for a contract term of 2 years; OR, B. If the Association agrees to add 11 steps to the matrix, the SD will agree to an annual step movement for a contract term of 3 years. The SD proposed no percentage increase.

NOTE: The prior CBA expired on June 30, 2011. The parties agreed to a salary/step freeze for the 2011-12 school year. Therefore, the new Agreement would begin on July 1, 2012.

### **Discussion**

There is much to be said about a long term contract since the parties can do the work for which they were hired instead of preparing for the next bargaining session shortly after the last one ended. On the other hand, especially in times of economic uncertainty, a shorter term will allow the parties to adjust their proposals in subsequent negotiations to conform to the unpredictable economy. It is my opinion that the latter scenario applies to Canton. Although a 3 year Agreement (July 1, 2012-June 30, 2015) is effectively a 2 year contract since there are only 2 months left in the current school year, I believe a 3 year CBA is warranted for several reasons: (1) the SD concern over the "Cadillac" health plan excise tax which uses 2016 benefits as the basis for calculations; (2) the potential of the Marcellus shale work (already in the contiguous Williamsport SD) moving into the Canton area with its attendant boost to the local economy; (3) the lingering effects of the "sequester" which was supposed to shame Congress into acting before it became effective but which is now in its fourth month; (4) the continuing uncertainty of economic recovery despite the fact that the recession was supposed to have ended more than a year ago; and (5) the apparently serious attempts of the legislature to replace the property tax with another means of school funding.

### **Recommendation**

The new CBA, by its terms, should be effective from July 1, 2012 through June 30, 2015.

## **Issue #2: Hours of Work**

### **Position of the Parties**

The Association wants to reduce the current 188 days worked to 184 days. The SD wants to maintain the status quo.

### **Discussion**

In the contiguous school districts, Southern Tioga and Wyalusing have the lowest number of days in the school year (186) while Troy has the highest (190); 4 school districts (including Canton) have 188 with Towanda coming in at 187. The SD alleges that the Association's request is an attempt to get a per diem wage increase which will not appear on the salary scale. The Association does not disagree with the SD's assessment of this proposal and also states that no teaching days will be lost since the reduction will be in in-service days. The SD argues that it needs all 8 current in-service days to achieve its educational goals especially since there are new State mandates in Special Education and other areas. The Association presented no evidence to show that the current 8 in-service days are of little or no value in the educational process (as I have seen alleged by teachers in other Fact Findings).

### **Recommendation**

Maintain the status quo.

## **Issue #3: Sick Leave**

### **Sub-Issue A: Amount to be Used for Family Members**

### **Position of the Parties**

The Association proposes that 100% of a teacher's sick leave may be used for family members as described in the School Code for bereavement. The SD proposes that a maximum of 5 days per year be used to care for a sick family member who resides with the employee.

## **Discussion**

In its proposal, the Association asserts that it is only formalizing the current practice of allowing the teachers (All bargaining unit members will hereinafter be referred to as “teachers.”) to use their 10 days of sick leave (or 12, depending on years of service) to care for a sick family member. The SD disagrees that this is the current practice. The school districts in the comparison group either do not mention using sick leave to care for family members or allow anywhere from 3 to 5 days, usually to care for a member of their immediate family.

Depending on how “immediate” the family member is, bereavement leave (1 day) can be granted for various in-laws, nieces/nephews, aunts/uncles and cousins. Closer relatives (spouse, child, siblings, etc.) are granted 3 days' leave. To allow a teacher to use all of his/her annual sick leave to care for any relative without regard for that relative's residence is not the norm in the contiguous school districts or, for that matter, in most other places. It is true, as the Association suggests, that allowing a teacher to use sick leave to care for a sick child is of more educational benefit than having a distracted teacher worry about his/her child. In support of the SD's argument against this proposal, the students' education could suffer because there is no continuity with substitutes in the classroom and there is a clerical expense involved in verifying the relative's illness and place of residence.

Using sick leave to care for a family member residing in the same household is a reasonable restriction on sick leave use.

## **Recommendation**

A teacher should be able to use all of his/her annual sick leave to care for a sick family member residing in the same household.

### **Sub-issue B: Sick Leave Incentive Plan (New)**

#### **Position of the Parties**

For each 50 day block of unused sick leave, the Association proposes that the teacher be granted one (1) personal day per year on a “Use it or lose it.” basis. The SD rejects this proposal.

## **Discussion**

Currently, teachers receive 2 personal days per year and 10 or 12 days of sick leave, depending on years of service. Both accumulate without limit and, if unused at retirement, are paid, under the expired contract, at \$30/day up to a maximum of 200 days. (These numbers may not currently be accurate since, if there is agreement on any issue, it will not be presented for consideration by the Fact Finder. Therefore, the payout and/or maximum days may have increased or remained the same.) If a teacher uses no sick leave, (s)he will be eligible for this incentive about once every 5 years. Given the fact that it is a “Use it or lose it.” proposal, it is likely that a teacher would use that extra personal day.

The SD argues that its educational goal is to keep teachers in the classroom, that the Association's proposal is costly and that employees who appropriately use sick leave should not be rewarded nor should those who are sick, and cannot maintain a 50 day balance, be penalized.

Outside of presenting contracts in the contiguous school districts in its Fact Finding Hearing Evidence Book which show that Wyalusing gets this benefit, the Association has presented no compelling evidence to warrant the bonus day.

## **Recommendation**

The sick leave incentive bonus should not be included in the new CBA.

### **Issue #4: Salary**

#### **Sub-issue A: Amount**

#### **Position of the Parties**

The Association proposes increases of 3.32% for 2012-13, 3.67% for 2013-14, 3.64% for 2014-15 and 3.97% for 2015-16 with annual step movement. The Canton teachers currently move on step once every other year. These proposed increases include the cost of the step increment. The SD proposes a freeze in 2012-13 and step movement only in 2013-14 and, possibly, also in 2014-15, depending on whether or not additional steps are added to the current matrix. The SD is proposing no percentage increases.

## Discussion

Every Fact Finding over which I have presided generally has 2 major issues – salary and medical benefits. The new “elephant” which has recently entered the room is the huge unfunded Pennsylvania State Employees Retirement System (PSERS) liability. The Canton Business Manager is of the opinion that this obligation will wipe out every school district in the state and, because it has been fiscally conservative, Canton will, at least, have the “luxury” of seeing other districts close their doors before it, too, is bankrupt.

In its Fact Finding Evidence Book, the SD has supported its salary offer for the following reasons:

1. In the past 4 years, there have been 15 open positions due to resignation or retirement. The majority of these positions had multiple applicants, one of them over a hundred. Thus, the SD concludes it has no problem in attracting applicants for the salary it currently offers.
2. Canton's starting pay, maximum step and columnar salary is in the top 10 out of 20 districts in IU #17 despite Canton being the poorest community in the IU. Because of this, the SD cannot raise taxes just to fund teacher salaries and believes its limited resources are better spent on educational programs.
3. Canton teachers have the lowest premium share in the IU.
4. State and federal funding has been greatly reduced.
5. Even if there are no salary increases for 4 years, the increase in health care costs and additional PSERS obligations alone will be almost \$3,000,000. The June 30, 2012 fund balance is \$3,169,549.
6. Canton's current revenues are at the 2007-08 level. Although expenditures are currently less than they were in 2007-08 due to prudent fiscal management, if they go up, there will be no money to pay for them.

The Association has calculated that the SD's proposed Option A (2 year Agreement) would result in an average annual increase of \$544 for each bargaining unit member; its proposed Option B (3 year Agreement) would result in an average annual increase of \$363. In its Fact Finding Evidence Book the Association presented data (which the Canton Business Manager agrees is accurate) showing, in its opinion, that the SD can well afford its demand for several reasons:

1. From 2008-12, the actual fund balance has exceeded the budgeted fund balance by at least 6 figures; actual revenues have exceeded budgeted revenues (except for one year); actual expenditures have been lower than budgeted.
2. The Canton tax effort is low. Had the SD taxed at the average Bradford County rate, it could have realized almost \$3,000,000 in revenue in 5 years.

In addition:

1. Budgeted salaries for teachers have fallen from 49.3% of instructional expenditures in 2010-11 to 46.6% in 2011-12.
2. While Canton teachers have the third highest starting salary of the 8 contiguous school districts, they are in 7<sup>th</sup> place at Master's (M) maximum and 6<sup>th</sup> place at the schedule maximum.
3. Although there are only 11 steps on the salary schedule, Canton teachers move one step only every other year, constructively extending the steps to 22 years before their career rate is reached.
4. The SD realized attritional savings which, according to the Association, result when the actual cost of the salary schedule is less than the negotiated costs. (Fact Finder's Note: The parties must agree on a matrix on a date certain. They then cost out their salary proposals based on the number of people employed (ie, “on the matrix”) at that time. If that date occurs before long term teachers retire and are replaced by new teachers (or no one at all), the difference between their salaries is the attritional savings. These calculations usually do not take into account early retirement payments, cost of tuition reimbursement for new teachers, the likelihood that a younger teacher will be on the most expensive family medical plan, etc.)

There is no question that many school districts are scrambling to balance budgets, largely due to PSERS liabilities. Many are cutting programs not mandated by the School Code (music, art, etc.) and some, finding ways to comply with the School Code's furlough requirements, are “demoting” non-mandated positions (such as librarians) to half time. This is a sad situation for teachers who are among the most important employees in our society and deserve a good salary for their work. On the other hand, the taxpayers who themselves may be out of work entirely, pay increasing amounts for medical premiums (if their employers offer a medical plan at all), or may be forced out of their houses since they can no longer afford to pay their property taxes, must also be considered.

If I am reading the current CBA correctly, there was no step movement in 2007-07 and in 2009-10 and should not have been one in 2011-12 (which there was not due to the freeze). My salary Recommendation is based on the factors cited hereinabove. Due to the complexity of calculating alternate year step movements and freezes in the salary schedule (and also because Fact Finders do not have the sophisticated software to make these calculations), the parties who do have the appropriate software, can adjust the scales accordingly. In addition, it is the Fact Finder's intention that no teachers will have a loss in salary due to increased premium share. This could also possibly result in an adjustment to the salary schedule.

## **Recommendation**

1. Step movement and a 2.25% increase, including increment, in salary beginning July 1, 2012.
2. Freeze in step movement and salary for the 2013-14 contract year,
3. Step movement and a 2.25% increase for the 2014-15 contract year

## **Sub-issue B: Elimination of Columns**

### **Position of the Parties**

The SD wants to reduce the current 18 horizontal columns to 12 in the first year of the Agreement and to 6 (B, M, M+18, M+36, M+54 and Doc) in the second year. The Association objects to any decrease in columns.

### **Discussion**

The school districts in both the SD's and Association's comparison groups have anywhere from 2 to 18 columns. As the teacher gains more graduate credits, (s)he also gets an increase in salary in addition to the percentage and step increases (if applicable). Under the expired CBA, the Canton teachers have to pay for the first 12 credits of the required B+24 to gain tenure. Thereafter, the SD pays up to 100% of the Penn State rate for a maximum of 12 credits/year. With the current 18 columns, where the teacher gets a raise for each additional 6 credits, it is possible to move 2 horizontal columns every year.

Five out of 8 school districts in the Association's comparison group have 10-18 columns (with 2, including Canton, at 18); 8/20 in the SD's comparison group have 10-18 (with 3 at 18). Of the remainder with fewer columns, most jump directly from Bachelor's (B) to Master's (M). The annual 12 credit limit appears in all but one of the contiguous school districts, with 2 districts offering a pool of money for graduate work on a first-come-first-served basis. In both comparison groups, (unless there are very few columns), 12-15 credits separate the horizontal columns.

It is the SD's opinion that, especially with government mandates that school districts do more with less money, this antiquated system of columnar movement has no economic justification. According to the SD, (p. 47 of its Fact Finding Evidence Book), "The column changes can be implemented easily through attrition. The deleted columns become shadow columns until no one is left on them, then they disappear." Although the salary scales attached to this Report will show 18 columns, they should be reduced to 12 in accordance with the SD's statement cited hereinabove.

## **Recommendation**

1. Keep 18 columns for 2012-13.
2. Eliminate B+30, M+6, M+18, M+30, M+42 and M+54 (or other columns if this would better suit the parties' needs) in 2013-14 and 2014-15.

## **Issue #5: Hospitalization and Medical**

### **Sub-issue A: Amount of Premium Share**

#### **Position of the Parties**

The Association, when it agreed to the pay freeze for 2011-12, also agreed to increase the premium share by \$10-\$15 per pay, depending on plan selected. Once this extended CBA expired on June 30, 2012, the employee premium share reverted to the amounts in the July 1, 2007-June 30, 2011 Agreement (\$30, \$35 or \$0). The Association proposes that the premium share for NTIC Plan "B" be \$30 per pay in 2012-13, \$35 per pay in 2013-14, \$40 per pay in 2014-15 and \$45 per pay in 2015-16; for NTIC Plan "E", those amounts would be \$0, \$5, \$10 and \$15; for NTIC Plan "F1", there would be no premium share. The SD wants the teachers to pay 15% of the premium for Plan "B", 8% for Plan "E" and nothing for Plan "F1". Currently, the parties still participate in the medical plans in the expired CBA and will switch to the Northern Tier Insurance Consortium (NTIC) once the new CBA is ratified.

#### **Discussion**

Although all teachers currently pay a flat rate without regard to coverage category, the premiums themselves are divided into 5 categories – Single (S), Husband & Wife (HW), Parent & Child (PC), Parent & Children (PCh) and Family (F). The F premium is more than double that paid for S coverage. With a flat rate, the employee electing S coverage pays disproportionately more than the employee electing F coverage. The SD believes that employees must share in the risk of rising costs and the only way this can be accomplished is by the employees paying a percentage of the premium. This goal can also be accomplished by having those with

multiple dependents pay a higher premium in proportion to their coverage. However, a tiered premium was never bargained and the only issue presented for Fact Finding was a flat rate premium share or a percentage of premium.

According to the SD, percentage premium sharing will also maximize efficient use of medical benefits and make employees better consumers. It is my opinion that, whether they pay a flat rate or a percentage of the premium, employees will better utilize medical benefits if the plan itself provides a dis-incentive to cavalierly use benefits when such use is not warranted. The classic example of this is going to the ER with a cold. Percentage premium share will not prevent misuse of benefits (and may even add to such use by developing an attitude of, "If I'm paying more, I might as well use it more.") but a higher co-pay, say for ER use (if not admitted), will.

Sullivan County teachers pay 1% of salary which, in 2012-13 ranged from \$476/year (\$18/pay) to \$806/year (\$31/pay; Towanda teachers pay 10% of a tiered premium for the PPOB plan. The NTIC comparison chart shows that 10% of the PPOB plan for July, 2013-June, 2014 for a S would be \$250/pay with the F premium share at \$613/pay. Most school districts in the comparison groups pay a composite premium with only 4 out of 20 paying a percentage. Although there are 20 school districts in IU #17, only 12 are in the northern tier (hence, the NTIC designation). Therefore, only 12 will be used for comparison purposes. Only Towanda and Sullivan pay a percentage of premium. The others pay a flat rate for PPOB ranging from \$780 (Canton – expired CBA) to Athens - \$1,820 (2012-13 contract). For PPOE, the range is from \$240/year (Southern Tioga – 2011-12 contract) to \$1,047 for IU #17 BlaST. Other school districts offer plans C, D and G, so no premium comparisons can be made. It is instructive to convert flat rates to percentages since it can be shown that the percentage premium might be higher than one would expect. Using the premium provided by the SD for the current plans, the flat amount paid by the Canton teachers (\$40 or \$45/pay, depending on plan) in 2011-12 was 18.5% of premium share for S, 8% for H/W, 9.7% for PC, 9.1% for P/Ch and 7.6% for F. Although interesting, and possibly a basis for future negotiations, this conversion is, unfortunately, of limited use since both parties use the same premium share without regard for the level of coverage and the NTIC chart presented in evidence has no composite rate. However they accomplish it, it is imperative for the parties to work together to accomplish the goal of finding an acceptable plan in which both share in the cost in a reasonable way, especially in light of the Affordable Health Care Act.

### **Recommendation**

The employee premium share, beginning July 1, 2012 should be:

1. Plan B - \$35, \$45, \$55.
2. Plan E - \$10, \$20, \$30.
3. Plan F - \$0, \$0, \$0.

### **Sub-issue B: NTIC Language**

#### **Position of the Parties**

The Association agrees to the substitution of the NTIC plans for those offered in the expired Agreement. The SD also wants to add language which will allow it to select the carrier, offer a menu of plans from the NTIC's approved list, allow alterations to the plan if the plan is changed by the carrier and include language in the CBA which would exempt any benefit disputes from the contractual grievance procedure.

#### **Discussion**

Health insurance contracts are between the insurance carrier and the SD. The employees covered by these contracts are third party beneficiaries. The carrier might unilaterally change benefits in the middle of the employees' contract term. The SD's proposed language notifies the employees that it has no control over these benefit changes and the employee must accept these altered benefits. This language is not unusual and only makes employees aware that the SD will not be a guarantor of any benefit which may change from the inception of the CBA until its termination.

This is a different concept from the SD's additional proposed language reserving the unilateral right to select the insurance carrier without adding language that benefits provided with this new carrier will be substantially equivalent to those already offered. Unlike the circumstances explained in the first paragraph, where the SD has no choice but to accept existing carrier benefit changes, the SD would be in total control. In this second proposal, the SD could choose a greatly inferior benefit in the middle of the teachers' contract term.

### **Recommendation**

Adopt the SD's proposed language EXCEPT for the last sentence in paragraph 1.

## **Issue #6: Graduate Courses**

### **Position of the Parties**

The Association proposes to eliminate the current contract language which requires teachers to pay for the first 12 credits of their required B+24. The SD rejects this proposal.

### **Discussion**

The current contract language states that “Employees hired after the date of ratification of this agreement...” will pay for their first 12 credits. The only conclusion one can draw from this language is that the SD paid for all graduate credits in the prior CBA. The Association obviously wants to revert to the language of the 2007-2011 Agreement. There is no compelling reason to revert to the prior contract especially since, with the Recommendation for a reduction in the number of horizontal columns, those teachers at the lower end of the scale will continue to progress, with an attendant increase in salary, every 6 credits.

### **Recommendation**

Maintain the status quo.

## **Issue #7: Health Room Assistant**

### **Position of the Parties**

The SD wants to place this employee on the matrix at Step 1.B at 77% of the stated salary in the CBA. Once the current employee leaves that position, the SD wants to eliminate it from the bargaining unit. According to the Association, this position was added to the bargaining unit by agreement of the parties in October, 2010. The Association wants this employee subject to all terms and conditions of the CBA and placed on Step 1.B on the first pay date of the 2010-11 school year.

### **Discussion**

Although this issue involves only one person, both parties consider it to be of major importance. By way of background, the SD formerly employed 2 certificated school nurses (CSN) – one in the elementary and one in the secondary building. The elementary nurse retired and, due to a decline in enrollment, the SD decided not to fill that position and to hire instead, a “Health Room Assistant” (HRA) who was required to have a valid Pennsylvania registered nurse (RN) license. The incumbent in the HRA position, at SD expense, received her CSN credentials in June, 2010 and asked the School Board that she be placed in the CSN position. According to the SD, it paid for her CSN certificate because the CSN in the high school was expected to retire and a qualified candidate (the current HRA) would be able to step into her shoes. Since RNs are named in the 1970 PLRB Certification as part of the professional bargaining unit, the parties agreed to file a unit clarification (UC) petition with the PLRB. As a result, the HRA was then included in the professional bargaining unit. The SD agrees only that it is required to bargain over her wages and other terms and conditions of employment but not that it should automatically place her in the same position on the salary scale as a CSN. The SD argues that, merely attaining certain degrees which qualify a person for a position does not necessarily mean that the employee is performing the work of that position. To support this contention, the SD mentions, in its Fact Finding Evidence Book, that a certified teacher, not being able to find work as regular classroom teacher, may be working as an aide. This teacher would be paid according to the position (s)he actually holds and not according to his/her professional certification. The Association argues that she performs the same duties as the CSN and should be paid accordingly.

The Association has filed a grievance on this matter which has yet to proceed to arbitration. The proper forum in which to decide this issue is a grievance arbitration hearing in which the Arbitrator will gather the complete testimony/evidence on which to base a decision. The only document presented at the Fact Finding hearing is the job description for the HRA.

### **Recommendation**

No Recommendation will be made on this issue. It should be decided by a grievance Arbitrator.

## **Issue #8: 2018 Excise Tax on Health Plans**

### **Position of the Parties**

The SD proposes to add language to the CBA that, if the premiums for its health plans exceed the threshold amount stated in the current Health Care Reform Act (HCRA), either the plan will be modified to reduce the premium or the employee will pay the entire

excise tax. The Association opposes this addition to the new Agreement.

### **Discussion**

While it is good to prepare in advance, at least portions of the HCRA are still in litigation. Many things can change in the next 5 years. The excise tax on so-called “Cadillac” plans does not become effective until 2018 but the SD wants to address this issue in the current CBA which is recommended to end on June 30, 2015 because the 2016 health plans form the basis for the tax to be imposed. The Association is interested in cooperating with the SD in finding plans which will avoid the tax but feels the SD's insistence in including the excise tax in the CBA is not only premature but also a prohibited subject for bargaining. In its Fact Finding Evidence Book, the SD insists it must engage in long range planning now and argues that, if its proposal does not appear in this Agreement, the Association will consider it as a “green flag...to do business as usual...and not worry what the District pays, but only what the employee receives.” On the other hand, the Association argues that neither the SD nor the NTIC will have any incentive to expend funds to challenge the excise tax since the entire burden to pay it will be on the employees. The employees cannot challenge the tax if they feel its application is illegal since they are third party beneficiaries to any contract executed between the SD and NTIC and have no standing to sue

### **Recommendation**

Do not include this language in the CBA. However, I would suggest that the parties should form a joint committee as soon as possible to address the issue and consider appropriate plans which will might avoid the tax and, if they so choose (or if it is legal to do so), impose the tax only on those employees who actually choose the “Cadillac” plan.

### **Issue #9: Tuition for Non-resident Students**

#### **Position of the Parties**

The Association proposes that the children of teachers who are not residents of the Canton Area School District be permitted, on a space available basis, to attend Canton schools without charge. The SD would have no transportation obligations for these children. The SD rejects this proposal.

#### **Discussion**

This is clearly a child care issue. If a teacher has to be in transit/report for work before his/her child gets the bus in the home district, child care difficulties arise. According to the Association, this proposal actually benefits the SD in that the teachers would have peace of mind knowing their children are not home alone and would allow teachers to arrive earlier and leave later. The Association also alleges that this proposal would not add to the SD's cost since the non-resident teacher's child would merely fill an empty seat. This is why the Association also includes the “space available” language in its proposal. The SD argues that this proposal is not only costly in and of itself, but could also subject the SD to an even costlier legal liability.

Periodically, one will see in the media that it costs a certain amount of money to educate each school child. Yet, taking the Association's argument to its logical conclusion, the non-resident teacher's child attends school free of charge. Since the child is no longer in his/her home district, that school district pays nothing for the child's education. Canton pays nothing either since the child is only taking up an empty desk. Someone is paying for that child's education even if the payment takes the form of government funding which is derived from taxpayer dollars. More importantly, the SD may be exposed to unnecessary liability. An example comes to mind of a child who requires an Individual Educational Plan (IEP) and whose parents feel the district where the child attends school is not providing the proper education to meet those needs. Not only will the SD expend large sums of money in legal fees defending its position, but may find itself spending thousands of dollars more each year when it is ordered to send that child to a special school where his/her educational needs can be met. It is both legally and morally wrong for a school district to include only “normal” children (a concept which is fast disappearing since a diagnosis of some type of irregularity seems to apply to an increasing number of children). Philosophically and personally, the Association's proposal might be a good idea, but, legally it is not wise.

#### **Recommendation**

Do not include this proposal in the Agreement.

Canton Salary Schedule – 2012-13 & 2013-14  
 2.25% Increase; Step Movement in 2012-13  
 Freeze in 2013-14

Step	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12
1	\$47,607	\$48,307	\$49,007	\$49,707	\$50,407	\$51,107	\$51,957	\$52,757	\$53,557
2	48,607	49,307	50,007	50,707	51,407	52,107	52,957	53,757	54,557
3	50,393	51,093	51,793	52,493	53,193	53,893	54,743	55,543	56,343
4	51,400	52,100	52,800	53,500	54,200	54,900	55,750	56,550	57,350
5	52,407	53,107	53,807	54,507	55,207	55,907	56,757	57,557	58,357
6	53,907	54,607	55,307	56,007	56,707	57,407	58,257	59,057	59,857
7	55,407	56,107	56,807	57,507	58,207	58,907	59,757	60,557	61,357
8	56,907	57,607	58,307	59,007	59,707	60,407	61,257	62,057	62,857
9	58,407	59,107	59,807	60,507	61,207	61,907	62,757	63,557	64,357
10	60,052	60,752	61,452	62,152	62,852	63,552	64,402	65,202	66,002
11	61,705	62,405	63,105	63,805	64,505	65,212	66,562	67,362	68,162

Step	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60	Doc
1	\$54,357	\$55,157	\$55,957	\$56,757	\$57,557	\$58,357	\$59,157	\$59,957	\$60,957
2	55,357	56,157	56,957	57,757	58,557	59,357	60,157	60,957	63,236
3	57,143	58,015	59,236	60,036	60,836	61,636	62,436	63,236	64,236
4	58,150	59,022	60,243	61,043	61,843	62,643	63,443	64,243	65,243
5	59,157	60,029	61,250	62,050	62,850	63,650	64,450	65,250	66,250
6	60,657	61,457	62,257	63,057	63,857	64,657	65,457	66,257	67,257
7	62,157	62,957	63,757	64,557	65,357	66,157	66,957	67,757	68,757
8	63,657	64,457	65,257	66,057	66,857	67,657	68,457	69,257	70,257
9	65,157	65,957	66,757	67,557	68,357	69,157	69,957	70,757	71,757
10	66,802	67,602	68,402	69,202	70,002	70,802	71,602	72,402	73,402
11	68,962	69,762	70,562	71,362	72,162	72,962	73,762	74,562	75,562

2014-15  
 2.25% Increase; Step Movement

Step	B	B+6	B+12	B+18	B+24	B+30	M	M+6	M+12
1	\$47,607	\$48,307	\$49,007	\$49,707	\$50,407	\$51,107	\$51,957	\$52,757	\$53,557
2	50,379	51,079	51,779	52,479	53,179	53,879	54,729	55,529	56,329
3	50,886	51,586	52,286	52,986	53,686	54,386	55,236	56,036	56,836
4	51,893	52,593	53,293	53,993	54,693	55,393	56,243	57,043	57,843
5	52,900	53,606	54,300	55,000	55,700	56,400	57,250	58,050	58,850
6	53,907	54,607	55,307	56,007	56,707	57,407	58,257	59,057	59,857
7	55,407	56,107	56,807	57,507	58,207	58,907	59,757	60,557	61,357
8	56,907	57,607	58,307	59,007	59,707	60,407	61,257	62,057	62,857
9	58,407	59,107	59,807	60,507	61,207	61,907	62,757	63,557	64,357
10	60,052	60,752	61,452	62,152	62,852	63,552	64,402	65,202	66,002
11	61,905	62,605	63,305	64,005	64,705	66,212	67,219	68,019	68,819

Step	M+18	M+24	M+30	M+36	M+42	M+48	M+54	M+60	Doc
1	\$54,357	\$55,157	\$55,957	\$56,757	\$57,557	\$58,357	\$59,157	\$59,957	\$60,957
2	57,129	58,260	59,222	60,022	60,822	61,622	62,422	63,222	64,222
3	57,636	58,767	59,729	60,529	61,329	62,129	62,929	63,729	64,729
4	58,643	59,774	60,736	61,536	62,336	63,136	63,936	64,736	65,736
5	59,650	60,781	61,743	62,543	63,343	64,143	64,943	65,743	66,743
6	60,657	61,788	62,750	63,550	64,350	65,150	65,950	66,750	67,750
7	62,157	62,957	63,757	64,557	65,357	66,157	66,957	67,757	68,757
8	63,657	64,457	65,257	66,057	66,857	67,657	68,457	69,257	70,257
9	65,157	65,957	66,757	67,557	68,357	69,157	69,957	70,757	71,757
10	66,802	67,602	68,402	69,202	70,002	70,802	71,602	72,402	73,402
11	69,619	70,419	71,219	72,019	72,819	73,619	74,419	75,219	76,219

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Diana S. Mulligan, Fact Finder

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
John J. Audi, Esq., for the School District  
ACCEPT REJECT

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_  
Stu Karschner, for the Association  
ACCEPT REJECT