



AGREEMENT

BETWEEN THE

**WEST CHESTER AREA SCHOOL DISTRICT
BOARD OF EDUCATION**

AND THE

**WEST CHESTER AREA
EDUCATION ASSOCIATION**

JULY 1, 2012 THROUGH JUNE 30, 2017

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**AGREEMENT
between
WEST CHESTER AREA SCHOOL DISTRICT, BOARD OF EDUCATION
and
WEST CHESTER AREA EDUCATION ASSOCIATION**

**ARTICLE I
AGREEMENT**

- 1.01 This agreement is made and entered into this 31st day of March, 2014, by and between the West Chester Area School District, Board of Education, who shall hereinafter be referred to as the "Board" and the West Chester Area Education Association, who shall hereinafter be referred to as the "Association".
- 1.02 If any provision of this Agreement or any application of this Agreement to any bargaining unit member or group of bargaining unit members is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 1.03 In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE II
VESTED BOARD AUTHORITY**

- 2.01 The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction. All policies must promote effective and efficient education programs.
- 2.02 The operation and management of the District and the direction of its staff are vested in the Board in accordance with the Pennsylvania School Code and sections 7.02 and 7.03 of Act 195. In accordance with the Pennsylvania School Code, the Board has, among other things, the rights to operate the District, to direct the working force, to select its supervisory personnel, to hire new employees, to assign work, to discipline and discharge bargaining unit members for cause.

**ARTICLE III
RECOGNITION**

- 3.01 The Board agrees to recognize the Association as sole bargaining agent in accordance with Act 195 for all employees included in the Bargaining Unit as certified and determined by the PLRB on September 7, 1971, by case PERA-A-823-E and expanded on September 1, 1982, by case PERA-U-80-302-E as

consisting of full-time and part-time teachers, guidance counselors, nurses, librarians, subject chair people, Prevention Specialists, Home and School Visitors (social workers, truant officer, etc.), Dental Hygienists, Board appointed long-term substitutes and teachers in funded programs employed in the West Chester Area Schools on all matters relating to wages, hours, terms and working conditions as determined by law. The above stated list of employees will henceforth be defined as "Bargaining Unit Members".

- 3.02 Nothing herein shall prevent an individual Bargaining Unit Member or group of Bargaining Unit Members from presenting grievances through the settlement of disputes procedure as provided in Article 606 of Act 195.

ARTICLE IV

DUES CHECK OFF

- 4.01 The Board agrees to make payroll deductions from the salaries of Bargaining Unit Members. The Association will be responsible for giving the Board the names of Bargaining Unit Members for payroll deductions. In accord with the Fair Share Bill, appropriate payroll deductions will be made for non-members. Such deductions will be made in equal installments out of each subsequent pay during the balance of the school year. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by any reasons of actions taken by the Board in reliance upon documents furnished by the Association to the Board in complying with any of the provisions of the Article.
- a. Deductions for the first pay of the school year will be made provided the list is given to the Director of Human Resources by August 15. After August 15, all additional payroll deduction lists must be submitted at least nine (9) calendar days prior to a payday.
 - b. The duplicate copy of any list will be returned to the Association and will indicate the amount of money that will be deducted in each pay for each name on the list.
 - c. All monies deducted will be turned over to the Treasurer of the Association within ten (10) calendar days following the pay date.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- 5.00 These rights are granted exclusively to the Association as the sole bargaining representative:
- 5.01 Maintenance of Membership - as provided by the Public Employees Relations Act, Article 111, paragraph eighteen (18), the Board agrees that Bargaining Unit

Members who are members of the Association as of September 5, 1972, or who join the Association thereafter must remain members for the duration of this collective bargaining agreement so providing with the provision that any such Bargaining Unit Member or Members may resign from the Association during a period of fifteen (15) calendar days prior to the expiration of this Agreement.

- 5.02 Whenever a Bargaining Unit Member is requested by the Administration to participate in conferences, meetings, or negotiations during working hours, the Bargaining Unit Member shall suffer no loss in salary.
- 5.03 No Bargaining Unit Member or representatives of the Association shall engage in Association or non-educational activity or business during the school day except during their own non-assigned time.
- 5.04 Upon preapproval of the building administrator or if not available, his/her designee, the Association shall have reasonable use of school facilities and equipment.
- 5.05 The Association shall have the right to insert materials related to Association business in the Bargaining Unit Members' mailboxes. One (1) copy of such material shall be given to the building administrator, or if not available, his/her designee, not later than the time of distribution. In any case of space limitation, material related to instructional programs shall have priority.
- 5.06 Notice of job vacancies which the Administration desires to fill will be posted within ten (10) school days of knowledge of the openings and a copy sent to the Association President. Bargaining Unit Members who desire to apply for any such vacancy shall submit their applications, in writing, or by e-mailing, to the Superintendent, or designee, within the time limits as specified in the notice. The Board agrees to give consideration to the professional background and attainments of all applicants including Bargaining Unit Members, but the decision of the Board as to the filling of such vacancies shall be final. The Bargaining Unit Member shall be notified by the Director of Human resources of the results of his/her application.
- 5.07 Association representatives shall be permitted to speak to faculties at faculty meetings when the scheduled business has been completed provided the building administrator or, if not available, his/her designee has been given prior notification.
- 5.08 Executive officers of the Association, upon request to the building administrator or, if not available, his/her designee, shall be given consideration in schedule assignments so that they may conduct Association business without interfering with professional responsibilities.
- 5.09 Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Member such rights as they may have provided under the Public School Code of 1949 as amended, or Act 195, or other applicable laws in effect.

- 5.10 Official delegates may be excused from work, without loss of pay, for a maximum of fourteen (14) school days during the school year, to attend the Pennsylvania State Education Association or National Education Association conventions. The request by the Association must be in writing to the building administrator or, if not available, his/her designee at least one (1) week prior to the absence. The Association shall reimburse the School District for the pay of the substitute employed.
- 5.11 From time to time, Association building representatives and building administrators may discuss matters of concern. Said discussions may be initiated by either party.
- 5.12 Upon request of the Association President or Vice Presidents (up to 2), and with the preapproval of the Superintendent or designee, the Association President or Vice Presidents (up to 2) will be released from duties for Association business. The Association will reimburse the School District for the cost of the substitute. The Association President or Vice Presidents (up to 2) shall suffer no loss of wages, benefits, or other contractual advantages. The Association President will not be assigned any duty periods by his/her building administration.
- 5.13 As per Act 48 of 1999, a professional development planning committee to determine the professional development needs of professional employees and options for meeting those needs shall be created.

The Committee shall be comprised of a representative group of Bargaining Unit Members and administrative representatives. The Bargaining Unit Members shall select the bargaining unit representatives to serve on the committee.

- 5.14 A joint labor management committee consisting of members of the Associations, the Administration and the Board shall be formed and designated as the District Advisory Committee ("Committee"). The Committee shall meet periodically during the school year for the purposes of collaborating on recommendations to the Board on areas where the District can improve the efficiency and cost-effectiveness in the delivery of District services taking into account educational and financial considerations. Committee recommendations shall be annually delivered to the Board in writing and preferably in advance of the District's adoption of its preliminary budget.
- 5.15 All Bargaining Unit Members shall be required to (1) set up a bank account that can receive direct deposit checks from the District and (2) execute any and all forms or consents that would enable mandatory direct deposit of District payroll and other checks as a precondition for receipt of any monetary payments or compensation from the District. Prior to making future changes to District payroll that would impact the Bargaining Unit Members' receipt of any monetary payment or compensation from the District, the District will meet and discuss such changes with the Association Leadership.

ARTICLE VI
SETTLEMENT OF DISPUTES

6.00 GENERAL:

- 6.01 The purpose of this grievance procedure is to secure an equitable solution to any disputes or grievances which may arise out of the interpretation of the provisions of this agreement.
- 6.02 Failure to submit a written grievance within thirty (30) days from the date upon which the action or event giving rise to the grievance occurred shall constitute a bar to further action.
- 6.03 Upon selection and certification by the Association, the Board shall recognize a grievance representative for each building and a grievance committee, provided written notice has been given beforehand to the Director of Human Resources or, if not available, his/her designee.
- 6.04 Meetings for settling disputes will be held during non-assigned times or at other times mutually agreed upon beforehand.
- 6.05 Grievance decisions rendered during the grievance Steps I, II, and III processes will be delivered by registered mail or hand-delivered.

6.10 DEFINITIONS:

- 6.11 A "grievance" is a claim by a Bargaining Unit Member or Members that there has been a misinterpretation of the provisions of this Agreement.
- 6.12 An "aggrieved person" is the person or persons initiating a grievance. Identical individual grievances may be processed as a single grievance.
- 6.13 A "designee" may not appear in more than one step.
- 6.14 The reference to "days" when used in this article shall mean working school days unless otherwise noted.

6.20 PROCEDURE:

- 6.21 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step will be considered maximum and every effort will be made to expedite the process. The time limits specified may be extended by mutual agreement, and any step in the grievance procedure may be waived by mutual agreement in order to process this to a higher step. Grievances filed within thirty (30) school days before the last day of the school term, or during the summer school term, may be submitted at the proper step to provide an answer at Step III of the grievance procedure within ten (10) calendar days after the last day of the

school term or the summer school term. A grievant may be represented at any step of the grievance procedure by the aggrieved or at the aggrieved's option, by the aggrieved's representative.

- 6.22 Any grievance, once filed, may be withdrawn at any step in the grievance procedure by the aggrieved or the Association.
- 6.23 A grievance will be considered resolved if it is not appealed to the next step within the time limits specified. The aggrieved may submit the grievance to the next higher level if the Administration fails to render a decision within the time limits specified.
- 6.24 Any grievance shall be discussed orally by the aggrieved directly or through his/her Association grievance representative with the immediate supervisor or building administrator with the object of resolving the matter informally.
- 6.25 If the grievance is not resolved, the aggrieved may reduce his/her grievance to writing on the form, mutually agreed to by the parties provided for this purpose, giving detailed facts relating to the grievance, including, but not limited to time, place, and section of this agreement involved. The grievance must be signed by the aggrieved. A copy of the grievance shall be delivered to the supervisor or building administrator, Director of Human Resources, grievance representative, and chairperson of the grievance committee. In the event the grievance is orally discussed with the building administrator and he/she does not resolve it at this informal level, the grievance will be filed at Step I, but, by mutual agreement with the building administrator, Step I may be waived.

6.251 Step I

The building administrator or designee and the aggrieved; and/or representative, will meet to discuss the grievance within five (5) school days after filing the written grievance.

Within five (5) days after such meeting, the building administrator will give a decision in writing.

If the grievance is not resolved, the aggrieved and/or representative may appeal to Step II, provided it is done within five (5) days after the written decision has been received.

6.252 Step II

The Director of Human Resources, or designee, and the building administrator, the aggrieved and/or representative, and the chairperson of the grievance committee or designee, will meet within five (5) days after the appeal.

Within five (5) days after the meeting, the Director of Human Resources will give a decision in writing.

If the grievance is not resolved, the aggrieved and chairperson of the grievance committee or designee may appeal to Step III provided it is done within five (5) days after the written decision has been received. The chairperson of the grievance committee or designee has a right to be present as an observer if the Association is not representing the aggrieved.

An identical grievance, once filed in the respective buildings, involving more than one person in more than one building, will be initiated at this step.

6.253 Step III

The Superintendent, or designee, the aggrieved and/or representative and other parties of interest who have been agreed upon beforehand, will meet to discuss the grievance within five (5) days after the date of the appeal.

Within five (5) days after this meeting, the Superintendent or designee will give a decision in writing.

If a grievance is not resolved, the Association may appeal to arbitration, provided written notice of such intent is sent to the Board and the Department of Labor and Industry within ten (10) days after the written decision has been received.

6.30 ARBITRATION

The Arbitrator will be selected from a list of seven (7) Arbitrators provided by the Department of Labor and Industry in accordance with its rules which shall likewise govern the arbitration proceedings. Upon receipt of the list of names submitted by the Pennsylvania Bureau of Mediation, the Association's Representative and the Board's Representative shall meet or confer and beginning with the School District each shall alternatively eliminate the names of three (3) of the persons listed. The remaining Arbitrator on the list shall be selected as the Arbitrator. The Arbitrator shall have the authority to apply provisions of this Agreement and to render a decision on any dispute coming before the Arbitrator, but shall not have the authority to amend or modify this Agreement, or to make determinations in areas which affect the taxing power of the Board or its responsibility for public funds. Both parties agree to be bound by the decision of the Arbitrator. The fees and expenses of the Arbitrator shall be shared equally by the parties involved. The expenses of witnesses, including wages if appropriate, shall be borne by the party requiring the testimony of the witness.

ARTICLE VII **WAGES AND HOURS OF WORK**

- 7.01 For the 2012-2013 and 2013-2014 school years, the work year for all full-time Bargaining Unit Members shall be one hundred eighty-two (182) student days and one hundred ninety (190) total work days.

Effective July 1, 2014, the work year for all full-time Bargaining Unit Members shall be one hundred eighty-two (182) student days and one hundred ninety (190) total work days.

If the School District needs to make up more than six days due to inclement weather, the 182 day requirement will be waived and students will attend school 180 days. The two additional teacher days will be made up either after the end of the student year or made up as flex time to credit for the days. Each day to be made up will require 6 hours of professional development time. All time must be completed before the designated flex day is scheduled.

- 7.02 The special education liaison will work up to ten (10) additional days over the regular contract year. The additional days over the regular contract year will be worked between the last teacher day of the school year and before the first teacher day (as per District calendar) of the following school year. The schedule will be mutually developed by June 1st between the liaison and the Supervisor of Special Education. The additional days will be paid at the hourly rate of the special education liaison's salary in effect during the time worked.
- 7.03 The psychologist will work up to five (5) additional days over the regular contract year. The additional days over the regular contract year will be worked between the last teacher day of the school year and before the first teacher day (as per District calendar) of the following school year. The schedule will be mutually developed annually by June 1st between the psychologist and the Supervisor of Pupil Services. The additional work days will be paid at the hourly rate of the psychologist's salary in effect during the time worked.
- 7.04 The high school counselor will work up to ten (10) additional days over the regular contract year. The additional days over the regular contract year will be worked between the last teacher day of the school year and before the first teacher day (as per District calendar) of the following school year. The schedule will be mutually developed annually by June 1st between the counselor and the Supervisor of Pupil Services. The additional days will be paid at the hourly rate of the high school counselor's salary in effect during the time worked.
- 7.05 The middle school counselor will work up to four (4) additional days over the regular contract year. The additional days over the regular contract year will be worked between the last teacher day of the school year and before the first teacher day (as per District calendar) of the following school year. The schedule will be mutually developed annually by June 1st between the middle school counselor and

the Supervisor of Pupil Services. The additional days will be paid at the hourly rate of the middle school counselor's salary in effect during the time worked.

- 7.06 For the 2012-2013, 2013-2014 and 2014-2015 school years, Bargaining Unit Members commencing their first year of regular employment with the District as a professional employee will work four (4) additional days over the regular contract year. Effective July 1, 2015, Bargaining Unit Members commencing their first year of regular employment with the District as a professional employee will work five (5) additional days over the regular contract year. The additional days over the regular contract year will be for induction activities prior to the first teacher day of the school year. One (1) of these additional days will be for induction activities at the Association's discretion. All of these induction days will be unpaid. During the second year of employment, such Bargaining Unit Members will work the regular contract year for the position.
- 7.07 The Administration will provide a uniform seven and one-half (7-1/2) hour school day for all full-time Bargaining Unit Members. In an emergency, the full-time Bargaining Unit Members may be required to work beyond the uniform school day. The work day for the full-time Bargaining Unit Members will provide for a one-half (1/2) hour, duty-free lunch period. A Bargaining Unit Member working on an eight-tenths (.8) or greater schedule is considered a full-time employee for benefit eligibility purposes.
- 7.08 The work year and school day for Bargaining Unit Members who are employed part-time shall be based on need and/or program design each year as determined by the Board.
- 7.09 The Association and Bargaining Unit Members, recognize their professional responsibilities and obligations to meet with pupils, parents, and/or administrators to discuss matters of mutual concern before or after the normal school day.
- 7.10 Unless otherwise noted, for each year of the contract, the hourly rate for Bargaining Unit Members will be determined by dividing the annual salary by the 1,330, which represents the total contracted hours in each respective work year
- 7.11 A Bargaining Unit Member who is assigned the scheduled instructional duties of another Bargaining Unit Member shall be paid an extra stipend based on the assigned Bargaining Unit Member's hourly rate for the time worked, provided it is during the regular in-school day and it is more than the usual number of periods assigned within that school or level of assignment.
- 7.12 Every elementary Bargaining Unit Member (K-5) shall receive at least two hundred ten (210) minutes of individual preparation time per week to be scheduled in no less than thirty (30) consecutive minutes during each student day.

- 7.13 Every secondary Bargaining Unit Member (grades 6-12) shall be scheduled to a minimum of five (5) preparation periods per week, not including team or subject meetings.
- 7.14 A Bargaining Unit Member who is assigned additional duties outside the regular school hours and for which no supplemental contract is provided will be paid additional compensation as follows:
- a. Instructional assignment within certification area at the Bargaining Unit Member's hourly rate for time worked.
 - b. Non-instructional assignment, such as writing curriculum, taking inventory, etc., within certification area at an hourly rate determined by dividing the starting salary for beginning Bargaining Unit Members with a B.S. degree as per 7.10.
 - c. Non-instructional duties outside their certification area such as textbook selection, middle states preparation, induction, Act 48, etc. at the hourly rate stated in 7.14b.
- 7.15 A Bargaining Unit Member who is assigned to teach summer school shall be paid at eighty percent (80%) of the hourly rate of the Bargaining Unit Member's salary in effect during the time worked.

ARTICLE VIII
PROTECTION FOR BARGAINING UNIT MEMBERS

- 8.00 The Board and the Association recognize a mutual responsibility in the area of teacher protection as it relates to health and safety.
- 8.01 The Board shall give full legal support for any assault upon a Bargaining Unit Member and where they feel the Bargaining Unit Member was acting properly in the discharge of that Bargaining Unit Member's duties within the scope of employment. The Association President shall be notified by the appropriate administrator (Building or District) of any assault, injury, or loss of property suffered by any Bargaining Unit Member.
- 8.02 When absences arise out of or from such assault or injury, the Bargaining Unit Member shall not forfeit any sick leave or personal leave.
- 8.03 The Bargaining Unit Member's absence resulting from injuries incurred in such assault will receive salary while incapacitated during the waiting period for which no compensation is allowed under Pennsylvania Workers' Compensation Laws. The salary differentials between monies paid under Workers' Compensation and the Bargaining Unit Member's actual salary will be paid by the Board for a period of thirteen (13) weeks. Requests for payment beyond this period must be made in

writing to the Superintendent through the appropriate building administrator. Bargaining Unit Members injured in the performance of their duties shall not forfeit any sick leave or personal leave.

8.04 The Board shall have the right to have the Bargaining Unit Member examined periodically, at Board's expense, by a physician appointed by the Board for the purpose of establishing the extent and approximate period of disability.

8.05 If criminal or civil proceedings are brought against a Bargaining Unit Member under the jurisdiction of the Board for any act of omission arising out of or in the course of the performance of the duties of their employment and the Bargaining Unit Member prevails in the proceedings, the Board shall reimburse the Bargaining Unit Member for reasonable counsel fees incurred through legal defense.

8.06 PROCEDURE FOR REPORTING INCIDENTS

8.061 Bargaining Unit Members shall report cases of assault suffered by them in connection with their employment to their building administrator and/or Director of Human Resources, as soon as possible. The Director of Human Resources will notify the Association President as soon as possible regarding any assault upon a Bargaining Unit Member.

8.062 Such notification shall be immediately forwarded to the Superintendent who shall subsequently comply with any reasonable request from the Bargaining Unit Member for information in the possession of the Superintendent relating to the incident or to the persons involved, and shall act in appropriate ways as liaison between that Bargaining Unit Member, proper law authorities, and the courts.

8.07 HEALTH AND SAFETY

The Administration agrees to meet with the Association when concerns of safety are brought up in order to resolve any problem. The Superintendent will include one member of the bargaining unit on the safety committee.

ARTICLE IX
EMPLOYEE BENEFITS

9.00 All Bargaining Unit Members will be entitled to the following benefits, and under the conditions set forth as outlined below.

9.01 For purposes of eligibility under this Section, a spouse shall be defined as an individual who is married to a West Chester Area School District employee, where the employee and spouse hold a valid and current marriage license. In order to substantiate coverage eligibility for a spouse, all employees may be required to demonstrate it meets the definition of spouse under the Contract by showing the

valid and current marriage license. A spouse may also be defined as an individual who holds a legally valid and recognized Civil Union with a West Chester Area School District employee. Because Civil Unions are not recognized in Pennsylvania, the District may require employees to show an original document evidencing a recognized legal Civil Union from another state in order to qualify for coverage for the spouse.

Same sex spousal coverage shall be available to employees who meet all of the following terms and conditions:

- (a) is married or in a legally recognized Civil Union, at least eighteen (18) years of age, resides with the other spouse, and intends to continue to reside with the other Spouse for an indefinite period of time;
- (b) is not related to the other Spouse by adoption or blood;
- (c) is the sole Spouse of the employee,
- (d) agrees to be jointly responsible for the basic living expenses and welfare of the Spouse;
- (e) demonstrates financial interdependence by submission of proof of the following documents:
 - (i) a valid and current marriage license, or a legally valid and recognized Civil Union consistent with the current Collective Bargaining Agreement between the professional employees of the Group;

And at the District's discretion may request additional documentation, including the following:

- 1) joint mortgage or lease;
- 2) a designation of one of the Spouses as beneficiary in the other Spouse's will;
- 3) a durable property and health care powers of attorney;
- 4) a joint title to an automobile, or joint bank account or credit account; or
- (ii) such other proof as is sufficient to establish economic ---interdependency under the circumstances of the particular case.

9.02 Selection of carrier is the right and responsibility of the Board. Any change in insurance carrier shall be discussed with the Association at least forty-five (45) days

prior to said change. Any change in carrier shall result in benefits equal to or greater than those benefits in effect prior to said change.

9.03 INSURANCE BENEFITS

9.031 Hospitalization, Medical-Surgical and Major Medical Insurance

A. Plans Offered

The Board shall offer the following medical plans during the term of the Collective Bargaining Agreement, or as otherwise stated:

1. Personal Choice 10 Plan
2. Personal Choice 10/20/70 Plan
3. Personal Choice 20/30/70 Plan
4. Effective July 1, 2014, Personal Choice 320 or its substantial equivalent will be offered.

B. Allocation of Medical Benefit Premiums During the Term of this Contract

For the 2012-2013 and 2013-2014 school years, the Board will contribute the following percentages toward the premiums of the medical plans for eligible full-time Bargaining Unit Members and their dependents:

1. For all Bargaining Unit Members hired on or after July 1, 2009 and their dependents, the Board shall contribute ninety percent (90%) toward the medical benefit plan premiums for the Personal Choice 20/30/70 Plan. The Board's contribution for the Personal Choice 10/20/70 Plan, Personal Choice 10 plan or Personal Choice 7 plan will be equivalent to the required Board contribution level for the Personal Choice 20/30/70 Plan. The difference between the Board's contribution level for the Personal Choice 20/30/70 Plan and the Personal Choice 10/20/70 Plan, Personal Choice 10 plan or Personal Choice 7 plan shall be paid through mandatory payroll deductions by the Bargaining Unit Member.
2. For all Bargaining Unit Members hired prior to July 1, 2009 and their dependents, the Board shall contribute ninety percent (90%) toward the medical benefit plan premiums for the Personal Choice 10/20/70 Plan. The Board's contribution for

the Personal Choice 10 Plan or Personal Choice 7 plan will be equivalent to the required Board contribution level for the Personal Choice 10/20/70 Plan. The difference between the Board's contribution level for the Personal Choice 10/20/70 Plan and the Personal Choice 10, Personal Choice 7 or indemnity plans shall be paid through mandatory payroll deductions by the Bargaining Unit Member.

Additionally all Bargaining Unit Members hired prior to July 1, 2009 and their dependents will be allowed to voluntarily elect Personal Choice 20/30/70 Plan. In such cases the Board shall contribute ninety percent (90%) toward the medical benefit plan premiums for the Personal Choice 20/30/70 Plan.

3. The Board will contribute 90% of the premiums for the Personal Choice 320 plan or its substantial equivalent in 2014-2015 and 2015-2016. Please see below regarding the 2016-2017 school year.
4. Effective July 1, 2014¹:
 - a. Association members shall contribute 10% toward PC 320.
 - b. Association members can buy up to PC 20/30/70, PC 10/20/70 or PC 10.
 - c. Bargaining Unit Members who elect the PC 10/20/70 , the PC 20/30/70, or the PC 10 plan will pay the difference in premiums between the Board's contribution to the Personal Choice 320 Plan and the plan elected, through mandatory payroll deductions in a given year. This plan design shall apply regardless of any previous grandfathering for Bargaining Unit Members.
5. Effective July 1, 2015²:
 - a. Association members shall contribute 10% toward PC 320.

¹ Employee contributions to the PC 320 at 10% or buy up to the PC 20/30/70 or PC 10/20/70 or PC 10 is effective at the first pay in 2014-2015.

² Employee contributions to the PC 320 at 10% or buy up to the PC 20/30/70 or PC 10/20/70 or PC 10 is effective at the first pay in 2015-2016.

- b. Association members can buy up to PC 20/30/70, PC 10/20/70 or PC 10.
- c. Bargaining Unit Members who elect the PC 10/20/70 , the PC 20/30/70, or the PC 10 plan will pay the difference in premiums between the Board's contribution to the Personal Choice 320 Plan and the plan elected, through mandatory payroll deductions in a given year. This plan design shall apply regardless of any previous grandfathering for Bargaining Unit Members.

6. Effective July 1, 2016:

- a. Association members shall contribute 10% toward PC 320 until the 6th pay. At the 6th pay, Association members shall contribute 12% toward PC 320 moving forward.

In the event a pay adjustment for the 2016-2017 school year occurs at an earlier pay period than the 6th pay period, the employee contribution of 12% will also start earlier when the pay adjustment occurs.

- b. Association members can buy up to PC 20/30/70, PC 10/20/70 or PC 10.
- c. Bargaining Unit Members who elect the PC 10/20/70 , the PC 20/30/70, or the PC 10 plan will pay the difference in premiums between the Board's contribution to the Personal Choice 320 Plan and the plan elected, through mandatory payroll deductions in a given year. This plan design shall apply regardless of any previous grandfathering for Bargaining Unit Members.

- C. In the event the parties are in a status quo following the conclusion of this contract, and have not agreed to new language regarding the Excise Tax ("aka Cadillac Tax") for healthcare/medical plans offered under this or a successor contract to both current bargaining unit members and retirees on District healthcare plans, the parties agree to the following procedures in the event the current healthcare/medical plan(s) will be subject to the Affordable Care Act ("ACA") Cadillac Tax:

1. The parties agree to bargain over the impact of the pending tax for the plans.
2. Should a resolution not be reached 60 days prior to January 1, 2018, the District will notify the membership and all applicable retirees on the District's healthcare plan of the discontinuation of the current plan offerings that meet or exceed Cadillac Tax thresholds under the ACA. Any discontinuation of Cadillac Tax plans shall be effective December 31, 2017.
3. All other plans under the Cadillac Tax threshold shall remain in place and in effect beyond January 1, 2018 unless the parties jointly agree on new plans.
4. In the event all current plans meets or exceeds the Cadillac Tax on January 1, 2018, the parties agree to bargain new healthcare plans options that fall under the Cadillac Excise Tax to be effective January 1, 2018 for current bargaining unit members and applicable retirees on District healthcare plans. If the parties are unable to agree on new plans by December 1, 2017, the parties agree the Board shall offer the bargaining unit and all applicable retirees plan option(s) that meet the minimum requirements of the ACA but does not exceed the Cadillac Excise Tax threshold.

9.032 Retiree Health Care Benefits

- A. Bargaining Unit Members who retired prior to July 1, 2009 can continue to elect hospitalization, medical-surgical, major medical and prescription insurance based upon the eligibility requirements in effect at the time of retirement. Bargaining Unit Members who retired after June 30, 1999 may be subject to future changes as negotiated in any successor bargaining agreement between the parties to this Agreement.
- B. Bargaining Unit Members who have a minimum of fifteen (15) years of service in the District and who are at least 50 years of age and who retired on or after July 1, 2009, will be entitled to receive the individual (single) coverage in the Personal Choice 10/20/70 and prescription plan (Hospitalization, Medical-Surgical, Major Medical Insurance and Prescription only) applicable to active employees until reaching Medicare Eligibility. All Bargaining Unit Members who are eligible for this benefit shall contribute toward the healthcare premiums at the same rate equivalent to the maximum reimbursement provided by the Public School Employees Retirement

System (currently \$100.00 per month) or at the same rate as active employees electing the coverage in question (other than newly hired bargaining unit members), whichever is higher. In the event a Bargaining Unit Member is ineligible for the PSERS Premium Assistance Program, such Bargaining Unit Member shall contribute at the same rate as active employees, other than new employees.

- C. Upon the exhaustion of the Board's obligation to provide retiree healthcare plan premium assistance, the Bargaining Unit Member will assume the cost of the coverage and pay the premiums in advance.
- D. Dependent coverage may be purchased by a Bargaining Unit Member who retires under the provisions of the Public School Employees Retirement System, provided the Bargaining Unit Member assumes the cost of the coverage and pays the premiums in advance.
- E. Future coverage for a Bargaining Unit Member who retires may be subject to future changes as negotiated in any successor bargaining agreement between the parties to this Agreement.
- F. Any Bargaining Unit Member who retires on or before June 30, 2015 will receive retiree benefits for single coverage according to the plan in which they enroll with contribution rates as per the 2014-2015 school year.
- G. All retiree benefits from July 1, 2015 through June 30, 2020 shall be controlled by the Memorandum of Agreement between the parties and attached hereto as Appendix "I".

9.033 Dental Plan

Premiums for individual and dependent coverage under West Chester School District self-insured plan or equivalent basic care plan will be paid by the Board. Maximum coverage is one thousand five hundred dollars (\$1,500) each calendar year. Coverage includes major restorative treatment and orthodontics providing maximum sixty percent (60%) of two thousand dollars (\$2,000) protection.

New Bargaining Unit Members will wait ninety (90) days from the first day worked before Dental plan benefits are provided.

9.034 Prescription Drug Plan

- A. Prescription Plan Offered

During the term of this Agreement, the individuals and dependents will purchase prescription drugs through the Program Administrator's Network or its substantial equivalent. Bargaining Unit Members shall also be required to use the mail service prescription plan and the Client Based Network.

B. Deductibles

1. During the 2012-2013 and 2013-2014 school years, the District will pay the premium cost for the individual and dependent prescription drug coverage, with costs limited to a \$10.00 deductible for generic drugs and a \$20.00 deductible for brand name drugs. When a generic drug is available, unless the physician has specified in writing that brand name is to be dispensed, the plan will only cover the cost of the generic drug, less the \$10.00 deductible. Where the physician has specified in writing that a brand name drug must be dispensed, or where a generic drug is not available, the plan will cover the cost of the brand name drug, less the \$20.00 deductible.
 2. Effective July 1, 2014, the District will pay the premium cost for the individual and dependent prescription drug coverage, with costs limited to a \$10 deductible for generic drugs, a \$25 deductible for brand name drugs and a \$40 deductible for Formulary Level DAW2. In the event an Employee chooses a brand name drug when a generic drug is available, the Employee will pay the difference in the cost of the drug. An Employee may substitute a non-generic drug if a doctor prescribes the non-generic drug only due to some medical reason.
 3. The mail service prescription plan and the Client Based Network shall provide for two (2) co-pays per ninety (90) day supply.
- C. New Bargaining Unit Members will wait ninety (90) days from the first day worked before prescription plan benefits are provided.
- D. Future coverage for a Bargaining Unit Member who retired after June 30, 1999 may be subject to future changes as negotiated in any successor collective bargaining agreement between the parties to this Agreement.

9.035 Vision Care Plan

Premiums for individual and dependent coverage for this District's plan in effect as of January 1, 1985, will be paid by the Board, but shall include biennial examinations and biennial replacement of eyeglasses or contacts, if warranted, to a maximum replacement value of one hundred dollars (\$100) per year.

New Bargaining Unit Members will wait ninety (90) days from first day worked before benefits are provided.

9.036 Life Insurance

The Board will pay the premium costs for group life and accidental death and dismemberment insurance for the plan in effect for each Bargaining Unit Member. Group life insurance in the amount of the Bargaining Unit Member's base annual salary, rounded to the nearest one hundred dollars (\$100), plus seven thousand five hundred dollars (\$7,500) shall be provided.

9.037 Wellness Advocacy

The Board and Association leadership agree to support and advocate for District employee wellness initiatives. The Association leadership will meet periodically with the District administration to plan voluntary employee wellness activities and will encourage its Bargaining Unit Members to participate in the health initiatives at their Bargaining Unit Member's discretion.

9.04 Insurance Benefits for Part-Time Bargaining Unit Members

- 9.041 Premiums for insurance will be shared by the Board and the Bargaining Unit Member on a pro-rata basis provided the employee elects to take the coverage and pay his/her pro-rata share of the premium in advance. Single and dependent coverage will be provided for hospitalization, medical-surgical and major medical insurance; dental plan; prescription drug plan; and the vision care plan.

Refer to 9.02 for conditions set forth.

New Bargaining Unit Members will wait ninety (90) days from first day worked before benefits for dental, prescription drug, and vision plans are instituted.

- 9.042 Group life insurance in the amount of the Bargaining Unit Member's base annual salary, rounded to the nearest one hundred dollars (\$100), plus seven thousand, five hundred dollars (\$7,500) shall be provided.

Premiums for life insurance will be shared by the Board and the Bargaining

Unit Member on a pro-rata basis, and pay his/her share of the premiums through payroll deductions.

- 9.05 The Board shall pay the full money premium for an Income Protection Plan for each Bargaining Unit Member. Said plan shall provide twelve hundred dollars (\$1,200) per month coverage for up to twenty-four (24) month. Bargaining Unit Members working less than eight tenths (.8) basis shall receive this benefit on a pro-rata basis.

Said coverage shall contain:

- a. a thirty (30) calendar day waiting period for sickness;
- b. a thirty (30) calendar day benefit for accident;
- c. coverage for loss of limbs;
- d. a stipulation that if the Bargaining Unit Member should die by accident, the proceeds shall be paid directly to named beneficiary.

The Bargaining Unit Member, at his/her own expense and provided that such action is consistent with carrier policy, shall be entitled to purchase additional coverage with the premiums to be paid through payroll deductions by the Bargaining Unit Member.

This program shall remain in effect unless the parties mutually agree to another program of the same cost to the District.

9.06 Tuition Reimbursement

9.061 For the 2012-2013 and 2013-2014 school years, the Board agrees to reimburse each Bargaining Unit Member who qualifies for ninety percent (90%) of the cost of all graduate courses taken within the Bargaining Unit Member's assigned teaching field and forty percent (40%) of the cost of graduate courses outside the Bargaining Unit Member's assigned teaching field while in the service of the School District, provided:

- a. No more than fifteen (15) credits may be taken during any school year, July 1st, through June 30th.
- b. No more than six (6) credits may be taken during each semester of the school term.
- c. Request for reimbursement must be filed prior to registration for the courses. In order to be reimbursed each course must be pre-approved in writing by the Superintendent or designee.

- d. All credits shall be earned at an accredited college or university.
- e. Courses must be completed with a grade of "B" or better.
- f. No reimbursements will be made for credits which are otherwise subsidized by scholarships, fellowships, or government grants. Requests for reimbursement for courses offered on videotape shall be considered on a case-by-case basis. Requests for reimbursement for travel or weekend courses shall not be granted unless good cause is shown by the Bargaining Unit Member that such courses are clearly relevant in the Bargaining Unit Member's current assignment.
- g. A Bargaining Unit Member who is on sabbatical leave for professional development for advanced study is not subject to the limitations in "a" or "b" above and may take the number of courses that is permitted by the graduate school being attended. A Bargaining Unit Member on an approved leave of absence for professional development for advanced study other than a sabbatical leave shall however be subject to the provisions under "a" and "b" above.
- h. A Bargaining Unit Member enrolled in a graduate degree program within the Bargaining Unit Member's assigned teaching field will provide the Director of Human Resources office with a copy of that Bargaining Unit Member's graduate program approval from the college or university. Reimbursement will be made at ninety percent (90%) for all graduate courses required in the approved program. Prior approval from the administration must be obtained.

9.062 Effective July 1, 2014: Reimbursement to 90% of all graduate courses taken within the Bargaining Unit Member's assigned teaching field that leads exclusively to a first master's degree, and 40% of cost of graduate course that are part of a preapproved master's degree (beyond the first master's degree) or graduate program approved by the Superintendent subject to the following guidelines and limitations:

- a. a Bargaining Unit Member shall be limited to an allowance of 12 annual credits each school year, July 1st through June 30th
- b. Total annual amount of tuition reimbursement monies available for the entire bargaining unit will be capped at \$500,000 annually and will be distributed on a first come first served basis.
- c. The per credit reimbursement shall be limited to West Chester University graduate rate in effect as of the time of reimbursement.

- d. Reimbursement for the cost of graduate courses leading to a first master's degree for part-time bargaining unit member shall be on a pro-rata basis.
- e. All credits shall be earned at an accredited college or university.
- f. Courses must be completed with a grade of "B" or better.
- g. No reimbursement for credits subsidized by other source. No reimbursement for travel to and from course work destinations.

9.063 All past practices with regard to tuition reimbursement and/or course approval prior to the settlement of this contract are null and void.

9.064 Reimbursement for the cost of graduate courses for part-time Bargaining Unit Members is on a pro-rata basis.

9.065 Board appointed long-term substitutes are not eligible for tuition reimbursement.

9.066 At the sole discretion of the Board, the District may request the Bargaining Unit Member to expand his/her teaching area in science, mathematics, and computers. College approved programs must be submitted to and pre-approved by the Director of Human Resources. Reimbursement is one hundred percent (100%) of the course credit cost. The Bargaining Unit Member shall agree to stay in the District for two (2) years after completion of the program, or reimburse the District at the appropriate differential rate determined by the Bargaining Unit Member's assigned teaching field.

9.07 Changes in Preparation Level

9.071 Advancement on the salary schedule will be approved upon satisfactory completion of the necessary graduate credits by September 1 of each year.

All Bargaining Unit Member who have taken the necessary number of classes and submitted the necessary documentation for column movement prior to September 1, 2013 shall receive recognition for all credits obtained and be placed in the appropriate column. The effective date for the change in column and applicable pay shall be the January 29, 2014 pay period of the 2013-2014 school year. All bargaining unit members who submit paperwork for column movement after September 1, 2013 shall move according to the contract with an earliest effective date of the 12th pay period of the 2014-2015 school year.

- a. Informs the District in writing, prior to the preceding June 1, that the Bargaining Unit Member will attain the necessary credits by September 1 of the next school year.
- b. Informs the District in writing upon completion of the necessary credits and provides the District with a copy of a transcript from the graduate school attended.
- c. The graduate courses must be completed with a grade "B" or better.

9.072 Effective July 1, 2009, for purposes of advancement on the salary chart any course for post Master Degree credit must begin either after the Bargaining Unit Member's Master's Degree is conferred by the university or after the District is in receipt from the Bargaining Unit Member the official notification from the university all requirements for the degree have been fulfilled. Such official notification from the university must contain all of the following:

- a. A completion date (day/month/year) for the completion of the course requirements
- b. An official, dated (day/ month/ year) transcript of the grades for the courses
- c. The date (day, month, year) on which the degree is scheduled to be conferred officially (Graduation)

If all of the above requirements are met, the District will use the date of completion as stated on the transcript as the date on which the District considers that the Bargaining Unit Member has received the Master's Degree. Coursework after that date will be calculated as hours above and beyond the Master's Degree.

9.08 Mileage Reimbursement

Bargaining Unit Members will be reimbursed at the rate, whichever is higher, of the current IRS rate or the rate paid to other District employees for use of their personal transportation, provided it is pre-approved. A final detailed account of expenses, including receipts, must be presented for reimbursement.

9.09 Conclusion of Service Pay for Pensioners

Effective for Bargaining Unit Members who retire on or after the date of this Agreement, who retire under the provision of the Pennsylvania School Employees' Retirement System and who have taught continuously (except in cases of approved leave) in the District for fifteen (15) or more years of service will be entitled to elect between the following benefits: (1) Two Hundred Dollars (\$200.00) per year for

each year taught in the District; or (2) a payment based upon the number of unused but accrued sick days and unused but accrued personal days.

The payment would become an "early notification rate" in the event the District receives a notification from the Bargaining Unit Member on or before April 1st of the school year immediately preceding the end of the school year when the Bargaining Unit Member intends to retire based upon the schedule set forth below:

<u>Number of Accrued Sick/ Personal Days</u>	<u>Daily Rate</u>	<u>Early Notification Rate</u>
1-100	\$45.00	\$60.00
101-200	\$55.00	\$70.00
201+	\$65.00	\$80.00

Bargaining Unit members who intend to retire prior to the end of a school year must inform the District prior to April 1st of the preceding school year in order to be eligible for the "early notification rate".

Pay for pensioners for each year employed as a part-time Bargaining Unit Member will be established on a pro-rata basis.

9.10 National Board for Professional Teaching Standards Certification

9.101 Bargaining Unit Members who seek National Board certification are eligible for up to \$2,300 toward the registration fee. In the event a Bargaining Unit Member fails to complete the certification in a two (2) year period of time, the Bargaining Unit Member will pay the District fifty percent (50%) of the registration fee advanced by the District.

9.102 Bargaining Unit Members who: (1) successfully complete National Board certification; (2) continue to maintain such certification; and (3) provide appropriate evidence thereto to the District Administration will be entitled to bonuses that would be paid only if the Bargaining Unit Member successfully completes a full year of active service with the District in the last pay due the Bargaining Unit Member which shall not be included in base salary for future increase purposes in the amount of \$2,000.00 per year for a period of three (3) years following such successful completion. Bargaining Unit Members will not be entitled to any bonus payments in a year that they are on a leave of absence, leave for professional development, sabbatical leave, sick leave or in the event they are no longer working for the School District for any reason.

9.11 Pay for Time Not Worked

All approved paid leaves are on a pro-rata basis.

a. Sick Leave

Sick leave shall be governed by Section 1154 of the School Code.

Bargaining Unit Members shall be permitted to use up to five (5) of their accrued sick days per contract year for care of an immediate family member. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law. Included within the immediate family is any near relative who resides in the same household.

Part-time Bargaining Unit Members are eligible for ten (10) sick days per year based on time worked. Any untaken sick leave is converted to full-time equivalent if the Bargaining Unit Member is converted to full-time or vice versa.

Bargaining Unit Members teaching in summer school who are absent due to personal illness or family quarantine, may use one (1) day of the total amount of sick days accumulated from prior years. If the Bargaining Unit Member requests to be paid for time lost, one (1) full day will be charged against the total sick days accumulated for any full day or fractional day of absence.

b. Personal Leave Days

Each Bargaining Unit Member will be granted two (2) days of absence for personal leave upon the Bargaining Unit Member's request, without loss of pay or charged against sick leave, subject to the following conditions:

1. For a one (1) day leave, the Bargaining Unit Member must inform the building administrator in writing and obtain approval twenty-four (24) hours in advance, except in cases of emergency, of the date(s) desired.
2. Personal leave days may be accumulated. A maximum of five (5) personal days may be taken in one (1) school year. For three (3), four (4), or five (5) consecutive days of absence, the Bargaining Unit Member must inform the building administrator in writing and receive approval two (2) weeks in advance. All other conditions of 9.10 shall remain in effect.
3. Personal leave may not be taken at the following time except for an emergency or for a child or spouse graduating from college and/or other advanced schooling:
 - (a) During the first three (3) school days.

- (b) At any time which would extend a school vacation period as scheduled in the school calendar.
 - (c) During the last ten (10) school days.
- 4. The approval of Bargaining Unit Members requesting personal leave shall be based on rank order of submission date and the total approval shall not exceed seven percent (7%) with a minimum of two (2) members per school of the total teaching staff on each eligible day.
- 5. In any school year, a maximum of two (2) unused personal days may be credited to each Bargaining Unit Member's salary in the amount equal to the prevailing substitute salary, on a per diem basis, and issued at the conclusion of the school year. Such payments will not become part of the base salary. Time cards must be submitted by May 15. Request for rescinding payment may be submitted on an emergency basis only.

c. Death of Member of Immediate Family

Each Bargaining Unit Member may be granted up to five (5) days of absence, without loss of pay, for death in the immediate family. Immediate family will be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, any step-parents or any step-children.

The legal requirement for bereavement leave for a Bargaining Unit Member is three (3) days without loss of salary in event of death of a member of the immediate family and leave on the day of the funeral in the event of the death of a near relative.

The three (3) days, authorized by law for death in the immediate family are intended to cover the period of time from the date of death through the day of the funeral. Administrators will use the legal requirements as the basic guide in granting leaves for bereavement. They may authorize the two (2) extra days in instances where (1) the Bargaining Unit Member must travel a long distance to attend the funeral (2) the Bargaining Unit Member is the person who must make arrangements for the funeral (3) the Bargaining Unit Member's personal loss is such that the maximum amount of leave is justified; or (4) where there are other extenuating circumstances related to the death which justify the full amount of leave.

d. Death of Very Close Friend or Relative

Each Bargaining Unit Member may be granted one (1) day of absence,

without loss of pay, to attend the funeral of a very close friend or relative.

e. Religious Obligations

If a Bargaining Unit Member verifies that two (2) personal leave days in any contract year were used specifically for religious obligations during the work day, said Bargaining Unit Member shall be granted one (1) additional personal leave day.

f. Military Leave

Each Bargaining Unit Member shall be granted military leave in conformity with the provision of the School laws of Pennsylvania.

g. Military Training

Each Bargaining Unit Member who is in a military reserve program shall be granted a leave of absence from their assigned duties without loss of pay, time, and/or benefits, for up to fifteen (15) days in any one (1) year, upon presentation of military reserve training orders.

h. Jury Duty or Witness in Court

1. Each Bargaining Unit Member who is summoned to serve as a juror or is subpoenaed as a witness shall be entitled to differential pay equal to the difference received, if any, and the Bargaining Unit Member's regular pay.

2. The foregoing provision is not applicable to voluntary appearances.

i. Maternity Leave

Any Bargaining Unit Member whose disability is caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery, is entitled to use accumulated sick leave in the same manner as a Bargaining Unit Member entitled to use sick leave as a result of any other temporary illness or disability.

The Bargaining Unit Member is expected to provide the Administration with reasonable advanced notice of the anticipated last work day to facilitate planning.

The administration may require the Bargaining Unit Member to be examined by its own physician or require a physician's statement verifying ability or inability to perform her duties. Where the administration requires a medical opinion other than the individual's personal physician, the cost will be paid

by the District.

j. Childrearing (personal) Leave

1. A written request must be submitted sixty (60) days before the leave is to begin. For an adoptive parent, the written request must be submitted when the adoption papers are approved by the adoption agency.
2. Maximum length for leave is one (1) year from date of childbirth or custody of an adopted infant.
3. The Bargaining Unit Member on leave is not considered in regular full-time attendance and, except for seniority for layoff purposes only, does not accrue service or credit for benefits and other privileges.
4. Past service and benefits earned prior to the beginning of the leave will be restored to the Bargaining Unit Member upon return to duty after the leave.
5. The Bargaining Unit Member must give thirty (30) days written notice to the Director of Human Resources of that Bargaining Unit Member's intent to return to work.
6. The Bargaining Unit Member will be assigned to the previously held position of, if not available, to one substantially equivalent.

- k. In addition to the above, upon application, the Board may grant leaves of absence with or without pay at its sole discretion.

l. Sabbatical Leave

Sabbatical Leave and Sabbatical Leave for Professional Development shall be granted in compliance with the School Code of Pennsylvania. Applications must be submitted at least ninety (90) days prior to the date the requested leave would start, except for leaves requested for health reasons. The District will normally respond in writing within sixty (60) days of receipt of the application.

Bargaining Unit Members granted sabbatical leave will continue to be covered by the District's employee benefits as specified in Article IX.

m. Family and Medical Leave Act

The parties agree to comply with the requirements of the Family and Medical

Leave Act of 1993 (FMLA). Neither the District nor the employees waive the right to exercise any prerogative or right under the Act.

If both spouses are employed by the District each employee shall be entitled to FMLA rights.

A year for FMLA purposes shall be deemed to begin September 1 of each year and end August 31.

n. Sick Leave Bank

The parties agree to continue the sick leave bank consistent with the guidelines established by the parties.

ARTICLE X
STRIKES AND LOCKOUTS

10.01 During the term of this Agreement there shall be no strikes, stoppages of work or any other interferences with the education process by the Association or the Bargaining Unit Members. The District agrees there will be no lockouts.

ARTICLE XI
WAGE SETTLEMENTS

11.01

Year 1 (2012-2013): Total Freeze. See the Salary Schedule in Addendum A.

Year 2 (2013-2014): Step and column movement retroactive to January 29, 2014. Bargaining Unit Members at Step 17 at the start of the 2013-2014 school year will receive a one-time only \$1,000 off schedule bonus. See the Salary Schedule in Addendum B.

Year 3 (2014-2015): Step and column movement effective 12th pay to Bargaining Unit Members below Step 17. \$500 will be added to the schedule at Step 17. Bargaining Unit Members at Step 17 at the beginning of the 2014-2015 school year shall see the change in pay effective the 1st pay.³ See the Salary Schedule in Addendum C.

Year 4 (2015-2016): Step and column movement effective the 12th pay to Bargaining Unit Members below Step 17. \$1,000 will be added to the schedule at Step 17. Bargaining Unit Members at Step 17 at the beginning of the 2015-2016

³ The Step 17 first pay provision shall not be applicable to Bargaining Unit Members moving from Step 16 to Step 17 during the middle of the 2014-2015 school year.

school year shall see the change in pay effective the 1st pay.⁴ See the Salary Schedule at Addendum D.

Year 5 (2016-2017): Step and column payments will be made on the 6th pay during the 2016-2017 school year. See the Salary Schedule at Addendum E. Step and column movement can be made earlier based on the following cumulative number of retirees received from the 2013-2014, 2014-2015 and the 2015-2016 school years. For every three (3) retirees over 25 for each of the three years, the pay period will move up one pay period. For example:

	District Budget Retirees	Total Retirees	Cumulative	Pay Period (2016-2017)
2013-2014	25	28	3	5
2014-2015	25	31	9	3
2015-2016	25	31	15	1

Bargaining Unit Members at Step 17 at the start of the 2016-2017 school year will receive a one-time only \$1,000 off schedule bonus. Bargaining Unit Members moving from Step 16 to Step 17 during the 2016-2017 school year shall not be eligible for the \$1,000 bonus. Those Bargaining Unit Members at Step 17 who qualify for the bonus shall receive the bonus in same pay period as when all other Bargaining Unit Members shall receive their change in pay, as noted above, for the 2016-2017 school year.

- 11.02 Any Bargaining Unit Member who is employed for at least fifty percent (50%) of the work year will advance one (1) step on the attached salary schedules for the length of this contract.
- 11.03 Newly Hired Bargaining Unit Members shall not be paid more than the District Bargaining Unit Members with the same experience.
- 11.04 All Bargaining Unit Members will be placed on these five (5) salary schedules for the length of this contract.
- 11.05 It is mutually agreed that there shall be no movement on the salary guide at the conclusion of the contract and salaries shall remain unchanged until a successor agreement is reached unless contrary to law.
- 11.06 Supplemental contracts payments will be made according to appropriate Addendum based on the contract year. Application for supplemental contracts will be as follows:
 - a. Each principal is responsible for selecting staff members to fill supplemental

⁴ The Step 17 first pay provision shall not be applicable to Bargaining Unit Members moving from Step 16 to Step 17 during the middle of the 2015-2016 school year.

contracts in his/her school.

- b. To ensure the staff that they have an equal opportunity for acquiring these contracts, the procedures for selection are as follows:
 - 1. The principal will provide staff members with a list of all supplemental contracts for his/her school by January 15 for fall sport supplemental contracts, April 1 for winter sport supplemental contracts, and June 1 for spring supplemental contracts. Full year supplemental contracts will follow spring supplemental time line.
 - 2. Interested staff members will make their intentions known to their principals, in writing, by Feb 15 (fall sport supplemental contracts), May 1 (winter support supplemental contracts and year-long non-sport supplemental contracts), June 15 (spring sport supplemental contracts).
 - 3. Principals will make their selections no later than 30 calendar days. (Appointments will be made by one (1) year only).
 - 4. Whenever a vacancy in a supplemental contract occurs during the school year, the principal will notify the staff within ten (10) days and will seek applicants to fill the position.
 - 5. Normally, supplemental contracts in a specific school will be filled by staff assigned to that school. If a vacancy cannot be filled because there is a lack of interest or expertise, the principal will contact the Director of Human Resources who will be responsible for informing the other principals of the vacancy. It is the desire to fill supplemental positions with WCAEA Members. Preference shall be given to those members; however the Administration shall fill the positions based on the experience and interest of all applicants.
- c. Coaches moving from an assistant to a head coaching position in the same or a similar sport as determined within the discretion of the Board (i.e. baseball to softball within the District) will be granted one step for every 3 years of assistant experience. Under no circumstance shall a coach going from an assistant to a head coaching position in the same or similar sport as determined by the Board receive a reduction in pay, and when necessary may be placed on the next higher step.
- d. Coaches who have completed six years in the same or similar supplemental contract in the District as determined by the Board will receive longevity pay in addition to the contracted compensation shown in Addendums F through Addendum K.

Longevity Years of Service	Longevity Rate (per cost unit)*	Longevity Rate Increase**
7-10	\$13	3.6%
11-15	\$38	10.5%
Over 15	\$63	17.4%

* For Supplemental contracts that are paid using a cost unit calculation

** For Supplemental contracts that are paid using a "Per-teacher" calculation, the amount shown will be the amount to be paid above the "base" pay shown in the applicable addendum

This longevity pay is subject to the following conditions:

1. Longevity pay is only available to West Chester Area School District Bargaining Unit Members and its retirees.
2. Longevity Years of service is the cumulative years of experience within the District, in the same or similar supplemental contract, but does not apply to non-Bargaining Unit Members except former Bargaining Unit Members who retired from the District.
3. Longevity Years of Service will not be affected by Bargaining Unit Members moving from an assistant to a head coaching position in the same or a similar sport as determined by the Board (i.e. baseball to softball within the District) so long as the positions are in the same or similar supplemental contract.
4. Supplemental Contract positions paid on a Flat dollar basis or an Hourly basis are not eligible for Longevity pay (i.e. Bus Duty, Detention/Late Room Supervisor, Saturday School, etc)
- e. Where the District determines a supplemental contract activity requires an additional position to be added, the District will use the following criteria:
 1. For activities which already include an assistant, the District will add additional supplemental contracts using the same number of cost units as the assistant position.
 2. For activities which do not include an assistant, the District will add additional supplemental contracts using 1/2 the number of cost units (rounded) as the activity lead position.

ARTICLE XII TEACHER'S RIGHTS

12.01 No Bargaining Unit Member shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause.

Non-tenured Bargaining Unit Members shall not be covered by this provision until they complete one (1) full calendar year of service.

- a. Whenever any Bargaining Unit Member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Bargaining Unit Member's office, position, or employment, that Bargaining Unit Member shall be entitled to have a representative present for advice.
- b. Whenever any Bargaining Unit Member is required to appear before any administrator concerning a reduction in compensation, contemplated disciplinary action, or possible termination of employment, that Bargaining Unit Member shall be entitled to have a representative present for advice.

12.02 Upon request, a Bargaining Unit Member may inspect the contents of that Bargaining Unit Member's personnel file, except for confidential letters of reference such as pre-employment information, in the presence of the Superintendent, building administrator, or designee.

The Bargaining Unit Member shall have the right to file an answer to any materials that the Bargaining Unit Member regards as derogatory and such answer shall become part of the Bargaining Unit Member's personnel file.

12.03 The parties recognize that the assignment, transfer, and promotion of personnel is a management function, vested exclusively in the Board and that nothing in this Agreement shall be construed to derogate from the power and responsibility of the Board in regard to such matters. However, transfers, where practical, will be made on a voluntary basis. When an involuntary transfer or reassignment is necessary, the Bargaining Unit Member so affected may request and shall be granted a conference with the Superintendent or designee concerning the need for such change. Normally, the Bargaining Unit Member to be involuntarily transferred shall be notified by June 1 of the school year prior to the transfer.

12.04 Bargaining Unit Members may apply for voluntary reassignment and/or transfer. Such requests will be made in writing to the Director of Human Resources, stating the grade and/or subject desired and the school or schools to which the Bargaining Unit Member desires to be transferred. Said written application will be valid for one (1) calendar year only and shall not be the basis for any transfer exceeding that time period.

Such requests for transfer will be considered when scheduling is made but this consideration is not intended to limit the flexibility of the administration.

ARTICLE XIII **TERMINATION**

- 13.01 This Agreement shall become effective on the first day of July, 2012 (unless otherwise indicated), and continue in full force and effect until June 30, 2017.
- 13.02 This Agreement shall remain in effect thereafter from year to year upon the same terms and conditions as are herein contained unless sixty (60) days written notice of intention to terminate or modify is given prior to termination of any current contract by either party or the other.
- 13.03 This Agreement supersedes and cancels all previous understanding, verbal or written, between parties and constitutes the entire collective bargaining agreement between the parties. It concludes all collective bargaining negotiations as provided in Section 701 of Act 195 for the term of this Agreement.
- 13.04 This Agreement will not, in any way, restrict the right of the Association to bring to the employer on a meet and discuss basis other policy matters affecting wages, hours, terms or conditions of employment as well as the impact thereon for discussion under Sections 301 (17) and 702 of Act 195.

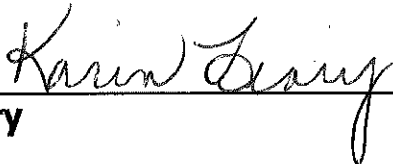
13.05 In witness whereof, the parties hereto by their respective officers who are duly authorized to act on behalf of their principals have executed this Agreement in accordance with Sections 101 and 701 of the Public Employee Relations Act (Act 195).

WEST CHESTER AREA EDUCATION ASSOCIATION



President

ATTEST:



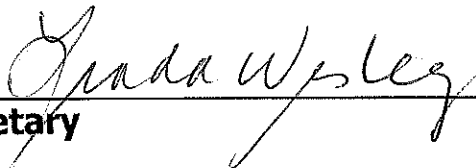
Secretary

WEST CHESTER AREA SCHOOL DISTRICT BOARD OF EDUCATION



President

ATTEST:



Secretary

ADDENDUM A

SALARY SCHEDULE: 2012-2013

	12-13	BS	BS+12	BS+24	ME	MS	MS+15	MS+30	MS+45	MS+60	Doctorate
	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
	17	\$84,200	\$85,200	\$86,200	\$86,800	\$90,605	\$92,305	\$94,005	\$95,705	\$97,405	\$99,105

ADDENDUM B

SALARY SCHEDULE: 2013-2014

	13-14	BS	BS+12	BS+24	ME	MS	MS+15	MS+30	MS+45	MS+60	Doctorate
	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
	17	\$84,200	\$85,200	\$86,200	\$86,800	\$90,605	\$92,305	\$94,005	\$95,705	\$97,405	\$99,105

ADDENDUM C

SALARY SCHEDULE: 2014-2015

	14-15	BS	BS+12	BS+24	ME	MS	MS+15	MS+30	MS+45	MS+60	Doctorate
	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
	17	\$84,700	\$85,700	\$86,700	\$87,300	\$91,005	\$92,805	\$94,505	\$96,205	\$97,905	\$99,605

(1)

ADDENDUM D

SALARY SCHEDULE: 2015-2016

	15-16	BS	BS+12	BS+24	ME	MS	MS+15	MS+30	MS+45	MS+60	Doctorate
	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
	17	\$85,700	\$86,700	\$87,700	\$88,300	\$92,005	\$93,805	\$95,505	\$97,205	\$98,905	\$100,605

ADDENDUM E

SALARY SCHEDULE: 2016-2017

	16-17	BS	BS+12	BS+24	ME	MS	MS+15	MS+30	MS+45	MS+60	Doctorate
	1	\$46,000	\$47,000	\$48,000	\$48,600	\$51,300	\$53,000	\$54,700	\$56,400	\$58,100	\$59,800
	2	\$46,900	\$47,900	\$48,900	\$49,500	\$52,400	\$54,100	\$55,800	\$57,500	\$59,200	\$60,900
	3	\$47,800	\$48,800	\$49,800	\$50,400	\$53,500	\$55,200	\$56,900	\$58,600	\$60,300	\$62,000
	4	\$48,700	\$49,700	\$50,700	\$51,300	\$54,600	\$56,300	\$58,000	\$59,700	\$61,400	\$63,100
	5	\$49,600	\$50,600	\$51,600	\$52,200	\$55,700	\$57,400	\$59,100	\$60,800	\$62,500	\$64,200
	6	\$50,500	\$51,500	\$52,500	\$53,100	\$56,800	\$58,500	\$60,200	\$61,900	\$63,600	\$65,300
	7	\$51,400	\$52,400	\$53,400	\$54,000	\$57,900	\$59,600	\$61,300	\$63,000	\$64,700	\$66,400
	8	\$52,400	\$53,400	\$54,400	\$55,000	\$59,100	\$60,800	\$62,500	\$64,200	\$65,900	\$67,600
	9	\$53,400	\$54,400	\$55,400	\$56,000	\$60,600	\$62,300	\$64,000	\$65,700	\$67,400	\$69,100
	10	\$54,900	\$55,900	\$56,900	\$57,500	\$62,000	\$63,700	\$65,400	\$67,100	\$68,800	\$70,500
	11	\$55,900	\$56,900	\$57,900	\$58,500	\$63,005	\$64,705	\$66,405	\$68,105	\$69,805	\$71,505
	12	\$58,300	\$59,300	\$60,300	\$60,900	\$65,405	\$67,105	\$68,805	\$70,505	\$72,205	\$73,905
	13	\$63,300	\$64,300	\$65,300	\$65,900	\$70,405	\$72,105	\$73,805	\$75,505	\$77,205	\$78,905
	14	\$68,300	\$69,300	\$70,300	\$70,900	\$75,405	\$77,105	\$78,805	\$80,505	\$82,205	\$83,905
	15	\$73,300	\$74,300	\$75,300	\$75,900	\$80,405	\$82,105	\$83,805	\$85,505	\$87,205	\$88,905
	16	\$79,700	\$80,700	\$81,700	\$82,300	\$85,405	\$87,105	\$88,805	\$90,505	\$92,205	\$93,905
	17	\$85,700	\$86,700	\$87,700	\$88,300	\$92,005	\$93,805	\$95,505	\$97,205	\$98,905	\$100,605

ADDENDUM F

2014-2015: Proper Step and Longevity based on years of service.
 Step Movement effective at the beginning of the 2014-2015 school year
 2015-2016 Total Freeze
 2016-2017 Total Freeze

CONTRACT – ELEMENTARY

	Cost Units	SALARY STEPS			
		1	2	3	4
		<u>\$308</u>	<u>\$315</u>	<u>\$324</u>	<u>\$368</u>
Bus Duty (<i>See Note A</i>)					
CCRC Facilitator/Conflict	7	\$2,156	\$2,205	\$2,268	\$2,576
Computer Coordinator	9	\$2,772	\$2,835	\$2,916	\$3,312
District Honors Band	9	\$2,772	\$2,835	\$2,916	\$3,312
District Honors Chorus	9	\$2,772	\$2,835	\$2,916	\$3,312
District Honors Orchestra	9	\$2,772	\$2,835	\$2,916	\$3,312
Head Teacher	14	\$4,312	\$4,410	\$4,536	\$5,152
Intramurals, After School (<i>See Note B</i>)	9	\$2,772	\$2,835	\$2,916	\$3,312
Math Advocate	9	\$2,772	\$2,835	\$2,916	\$3,312
Safety Patrol Coordinator	3	\$924	\$945	\$972	\$1,104
Science Advocate	9	\$2,772	\$2,835	\$2,916	\$3,312
Web Master	8	\$2,464	\$2,520	\$2,592	\$2,944
<u>New Positions</u>					
School Band (<i>5 Positions in District</i>)	4	\$1,232	\$1,260	\$1,296	\$1,472
School Chorus& Musical (<i>10 Positions in District</i>)	2	\$616	\$630	\$648	\$736
School Orchestra (<i>5 Positions in District</i>)	4	\$1,232	\$1,260	\$1,296	\$1,472

NOTES:

- A. Bus Contracts – - Bargaining Unit Members who are required to work before or after the normal school day in their school will be paid at the hourly rate of a starting teacher with a BS degree. Normally, one teacher will be assigned to supervise 35 students.
- B. Bargaining Unit Members awarded Intramurals in Two (2) Elementary Schools will be paid one (1) additional unit if required to plan, organize and run a program in two (2) schools. Some Schools may have a partial contract in intramurals because of the amount of time expended.
- C. CCRC Coordinator (one (1) per District) -- Base of \$1,275, plus \$45 for each teacher supervised 1-20 Max First Year; \$57 for each teacher supervised 1-20 Max Second Year; \$64 for each teacher supervised 1-20 Max Third Year.

ADDENDUM G

2014-2015: Proper Step and Longevity based on years of service.
 Step Movement effective at the beginning of the 2014-2015 school year
 2015-2016 Total Freeze
 2016-2017 Total Freeze

CONTRACT – MIDDLE SCHOOLS

	Cost Units	SALARY STEPS			
		1	2	3	4
		<u>\$308</u>	<u>\$315</u>	<u>\$324</u>	<u>\$368</u>
<u>NON-ATHLETIC ACTIVITIES</u>					
Audio-Visual Aids	6	\$1,848	\$1,890	\$1,944	\$2,208
Bus Duty (<i>See Note A</i>)					
District Honors Band	9	\$2,772	\$2,835	\$2,916	\$3,312
District Honors Chorus	9	\$2,772	\$2,835	\$2,916	\$3,312
District Select Strings	9	\$2,772	\$2,835	\$2,916	\$3,312
Dramatics, Sponsor	7	\$2,156	\$2,205	\$2,268	\$2,576
Late Room Supervisor					\$2,845
Math Counts	6	\$1,848	\$1,890	\$1,944	\$2,208
Newspaper, Sponsor 1/Issue	1	\$308	\$315	\$324	\$368
School Jazz Band	3	\$924	\$945	\$972	\$1,104
Science Olympiad	9	\$2,772	\$2,835	\$2,916	\$3,312
Student Activity Advisors	8	\$2,464	\$2,520	\$2,592	\$2,944
Subject Chairperson (<i>See Note B</i>)					
Team Leaders (<i>See Note C & D</i>)	4	\$1,232	\$1,260	\$1,296	\$1,472
Web Master	8	\$2,464	\$2,520	\$2,592	\$2,944
Yearbook, Sponsor	7	\$2,156	\$2,205	\$2,268	\$2,576

ATHLETICS ACTIVITIES –7TH AND 8TH GRADES

Baseball, Head Coach	9	\$2,772	\$2,835	\$2,916	\$3,312
Baseball, Assistant Coach	7	\$2,156	\$2,205	\$2,268	\$2,576
Basketball, Head Coach (2)	8	\$2,464	\$2,520	\$2,592	\$2,944
Basketball, Assistant Coach (2)	7	\$2,156	\$2,205	\$2,268	\$2,576
Athletic Manager (<i>See Note E</i>)	36	\$11,088	\$11,340	\$11,664	\$13,248
Football, Head Coach	11	\$3,388	\$3,465	\$3,564	\$4,048
Football, Assistant Coach (3)	9	\$2,772	\$2,835	\$2,916	\$3,312
Field Hockey, Head Coach	9	\$2,772	\$2,835	\$2,916	\$3,312
Field Hockey, Assistant Coach	7	\$2,156	\$2,205	\$2,268	\$2,576
Lacrosse, Head Coach	9	\$2,772	\$2,835	\$2,916	\$3,312

Lacrosse, Assistant Coach	7	\$2,156	\$2,205	\$2,268	\$2,576
Soccer, Head Coach (2)	9	\$2,772	\$2,835	\$2,916	\$3,312
Soccer, Assistant Coach (2)	7	\$2,156	\$2,205	\$2,268	\$2,576

CONTRACT – MIDDLE SCHOOLS (CONTD.)

	Cost Units	SALARY STEPS			
		1	2	3	4
		<u>\$308</u>	<u>\$315</u>	<u>\$324</u>	<u>\$368</u>
<u>ATHLETICS ACTIVITIES – 7TH AND 8TH GRADES</u>					
Softball, Head Coach	9	\$2,772	\$2,835	\$2,916	\$3,312
Softball, Assistant Coach	7	\$2,156	\$2,205	\$2,268	\$2,576
Co-ed Track, Head Coach	9	\$2,772	\$2,835	\$2,916	\$3,312
Co-ed Track, Assistant Coach (3)	8	\$2,464	\$2,520	\$2,592	\$2,944
Girl's Volleyball, Head Coach	8	\$2,464	\$2,520	\$2,592	\$2,944
Girl's Volleyball, Assistant Coach	7	\$2,156	\$2,205	\$2,268	\$2,576
Wrestling, Head Coach	10	\$3,080	\$3,150	\$3,240	\$3,680
Wrestling, Assistant Coach	8	\$2,464	\$2,520	\$2,592	\$2,944
X Country, Head Coach (Co-ed)	8	\$2,464	\$2,520	\$2,592	\$2,944
<u>ATHLETIC ACTIVITIES – 6TH GRADE</u>					
Hockey (Girls)	3	\$924	\$945	\$972	\$1,104
Soccer (Co-ed)	3	\$924	\$945	\$972	\$1,104
Basketball (Boys)	3	\$924	\$945	\$972	\$1,104
Basketball (Girls)	3	\$924	\$945	\$972	\$1,104
Wrestling	3	\$924	\$945	\$972	\$1,104
Lacrosse (Co-ed)	3	\$924	\$945	\$972	\$1,104
Track (Co-Ed)	3	\$924	\$945	\$972	\$1,104
Volleyball (Co-Ed)	3	\$924	\$945	\$972	\$1,104

NOTES:

- A. Bus Contracts – -Bargaining Unit Members who are required to work before or after the normal school day in their school will be paid at the hourly rate of a starting teacher with a BS degree. Normally, one teacher will be assigned to supervise 35 students.
- B. Subject Chairperson – Base of \$2,100, plus \$45 for each teacher supervised 1-16 Max First Year; \$57 for each teacher supervised 1-16 Max Second Year; \$64 for each teacher supervised 1-16 Max Third Year. The following subjects are included as subject chairpersons: Language Arts, Math, Science, Social Studies, Special Education
- C. Academic Team Leaders shall have no assigned duty periods other than to lead team meetings.
- D. Unified Arts Team Leaders shall have no assigned duty periods twice a week and will receive no compensation
- E. Athletic Manager is prohibited from coaching

ADDENDUM H

2014-2015: Proper Step and Longevity based on years of service.
 Step Movement effective at the beginning of the 2014-2015 school year
 2015-2016 Total Freeze
 2016-2017 Total Freeze

CONTRACT – HIGH SCHOOLS

		SALARY STEPS			
	Cost Units	1	2	3	4
		<u>\$308</u>	<u>\$315</u>	<u>\$324</u>	<u>\$368</u>
<u>NON-ATHLETIC ACTIVITIES</u>					
Academic Competition Team, Advisor	11	\$3,388	\$3,465	\$3,564	\$4,048
Academic Competition Team, Asst.	7	\$2,156	\$2,205	\$2,268	\$2,576
Band, Marching Director	23	\$7,084	\$7,245	\$7,452	\$8,464
Band, Marching, Assistant (See Note F)	15	\$4,620	\$4,725	\$4,860	\$5,520
Bus Duty (See Note A)					
Debating Club, Sponsor	7	\$2,156	\$2,205	\$2,268	\$2,576
DECA Club, Sponsor	9	\$2,772	\$2,835	\$2,916	\$3,312
Detention Room Supervisor					\$2,845
District Chairperson (See Note C)					
Fall Drama	10	\$3,080	\$3,150	\$3,240	\$3,680
Fresh. Class Advisor	6	\$1,848	\$1,890	\$1,944	\$2,208
HS District Senior Strings	9	\$2,772	\$2,835	\$2,916	\$3,312
Jr. Class Advisor	8	\$2,464	\$2,520	\$2,592	\$2,944
Literary Magazine	8	\$2,464	\$2,520	\$2,592	\$2,944
Marching Band-Color Guard	13	\$4,004	\$4,095	\$4,212	\$4,784
Musical Co-Director (Drama)	13	\$4,004	\$4,095	\$4,212	\$4,784
Musical Co-Director (Music)	13	\$4,004	\$4,095	\$4,212	\$4,784
National Honor Society	7	\$2,156	\$2,205	\$2,268	\$2,576
Newspaper, Sponsor	12	\$3,696	\$3,780	\$3,888	\$4,416
Robotics Competition, Sponsor	7	\$2,156	\$2,205	\$2,268	\$2,576
Saturday School Supervision					\$110/week
Science Competition, Sponsor	9	\$2,772	\$2,835	\$2,916	\$3,312
Soph. Class Advisor	6	\$1,848	\$1,890	\$1,944	\$2,208
Spring Drama	10	\$3,080	\$3,150	\$3,240	\$3,680
Sr. Class Advisor	11	\$3,388	\$3,465	\$3,564	\$4,048
Student Council / Senate Advisor	9	\$2,772	\$2,835	\$2,916	\$3,312
Subject Chairperson (See Note B)					
Web Master	8	\$2,464	\$2,520	\$2,592	\$2,944
Yearbook, Sponsor	21	\$6,468	\$6,615	\$6,804	\$7,728

CONTRACT – HIGH SCHOOLS (CONT.)

	Cost Units	SALARY STEPS			
		1	2	3	4
		<u>\$308</u>	<u>\$315</u>	<u>\$324</u>	<u>\$368</u>
<u>ATHLETIC ACTIVITIES</u>					
Athletic Trainer	43	\$13,244	\$13,545	\$13,932	\$15,824
Baseball, Assistant Coach (3)	12	\$3,696	\$3,780	\$3,888	\$4,416
Baseball, Head Coach	15	\$4,620	\$4,725	\$4,860	\$5,520
Basketball, Asst. Coach (4)	14	\$4,312	\$4,410	\$4,536	\$5,152
Basketball, Head Coach (2)	19	\$5,852	\$5,985	\$6,156	\$6,992
Fall Cheerleader, Assistant(2)	11	\$3,388	\$3,465	\$3,564	\$4,048
Fall Cheerleader, Sponsor	15	\$4,620	\$4,725	\$4,860	\$5,520
Field Hockey, Assistant Coach(3)	12	\$3,696	\$3,780	\$3,888	\$4,416
Field Hockey, Head Coach	15	\$4,620	\$4,725	\$4,860	\$5,520
Football, Assistant Coach (7)	17	\$5,236	\$5,355	\$5,508	\$6,256
Football, Head Coach	23	\$7,084	\$7,245	\$7,452	\$8,464
Girls Volleyball, Assistant Coach	12	\$3,696	\$3,780	\$3,888	\$4,416
Girls Volleyball, Head Coach	15	\$4,620	\$4,725	\$4,860	\$5,520
Golf, Head Coach	12	\$3,696	\$3,780	\$3,888	\$4,416
Intramurals, Fall (2)	3	\$924	\$945	\$972	\$1,104
Intramurals, Spring (2)	3	\$924	\$945	\$972	\$1,104
Intramurals, Winter (2)	3	\$924	\$945	\$972	\$1,104
Lacrosse, Assistant Coach (6)	12	\$3,696	\$3,780	\$3,888	\$4,416
Lacrosse, Head Coach (2)	16	\$4,928	\$5,040	\$5,184	\$5,888
Soccer, Assistant Coach (6)	12	\$3,696	\$3,780	\$3,888	\$4,416
Soccer, Head Coach (2)	16	\$4,928	\$5,040	\$5,184	\$5,888
Softball, Assistant Coach (3)	12	\$3,696	\$3,780	\$3,888	\$4,416
Softball, Head Coach	15	\$4,620	\$4,725	\$4,860	\$5,520
Swimming, Assistant Coach (B&G) (2)	12	\$3,696	\$3,780	\$3,888	\$4,416
Swimming, Head Coach (B&G)	19	\$5,852	\$5,985	\$6,156	\$6,992
Tennis, Assistant (2)	12	\$3,696	\$3,780	\$3,888	\$4,416
Tennis, Head Coach (2)	15	\$4,620	\$4,725	\$4,860	\$5,520
Track, Assistant Coach (4)	12	\$3,696	\$3,780	\$3,888	\$4,416
Track, Head Coach (2)	15	\$4,620	\$4,725	\$4,860	\$5,520
Track, Winter, Head Coach (2)	15	\$4,620	\$4,725	\$4,860	\$5,520
Winter Cheerleader, Assistant(2)	10	\$3,080	\$3,150	\$3,240	\$3,680
Winter Cheerleader, Sponsor	14	\$4,312	\$4,410	\$4,536	\$5,152
Wrestling, Assistant Coach (2)	14	\$4,312	\$4,410	\$4,536	\$5,152
Wrestling, Head Coach	19	\$5,852	\$5,985	\$6,156	\$6,992
X Country, Head Coach (2)	15	\$4,620	\$4,725	\$4,860	\$5,520

NOTES:

- A. Bus Contracts for Bargaining Unit Members who are required to work before or after the normal teacher day in their schools will be paid at the hourly rate of a starting teacher with a BS degree. Normally, one teacher will be assigned to supervise thirty-five (35) students.
- B. Subject Chairperson – Base of \$3,100 plus \$45 for each teacher supervised 1-20 Max first year; \$57 for each teacher supervised 1-20 Max second year; \$64 for each teacher supervised 1-20 Max third year. In addition, whenever possible they should receive no daily duty period or homeroom assignment; however in the event of the need for coverage, these assignments will be limited to no more than 5 periods over a two week period. The following subjects are included as Subject Chairs: World Language, Guidance, Health /PE, Language Arts, Math, Science, Social Studies, Special Ed.
- C. District Chairperson – Base of \$3,100 plus \$45 for each teacher supervised 1-20 Max first year; \$57 for each teacher supervised 1-20 Max second year; \$64 for each teacher supervised 1-20 Max third year. In addition, whenever possible they should receive no daily duty period or homeroom assignment; however in the event of the need for coverage, these assignments will be limited to no more than 5 periods over a two week period. The following subjects are included as District Chairs: Technology Education, Family & Consumer Science, Art (2), Business/Marketing, Library/Media, Music (2), Health/Phys Ed (Elem).
- D. Content Area Lead Educator (CALE) – Base of \$3,100 plus \$45 for each teacher supervised 1-40 Max first year; \$57 for each teacher supervised 1-40 Max second year; \$64 for each teacher supervised 1-40 Max third year. In addition, whenever possible they should receive no daily duty period or homeroom assignment; however in the event of the need for coverage, these assignments will be limited to no more than 5 periods over a two week period. This supplemental contract will be for the CALE positions in Science, World Languages, Language Arts, and Social Studies.
- E. Pay for extended season is to be pro-rated. A time card is to be submitted to the principal.
- F. When the number of playing band members exceeds 50, one assistant will be added. For each 25 playing marching band participants one assistant will be added.

ADDENDUM "I"

MEMORANDUM OF AGREEMENT

This Agreement is made this 31st day of March, 2014, between the West Chester Area School District (hereinafter referred to as the "District") and the West Chester Area Education Association (hereinafter referred to as the "Association").

WHEREAS, the District and the Association are parties to a Collective Bargaining Agreement which expires June 30, 2017 ("CBA");

WHEREAS, the parties' CBA provides for Retiree Health Care Benefits as set forth in Article IX (section 9.022);

WHEREAS, the Retiree Healthcare benefits as described in the contract shall be discontinued effective June 30, 2015;

WHEREAS, the parties seek to provide a transitional benefit as the parties move to limiting retiree benefits to the requirements under the School Code;

NOW, THEREFORE, in consideration of the covenants and conditions herein contained, the adequacy and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree to the following:

1. All terms and conditions regarding retiree eligibility and benefits for retirees whose retirement predates July 1, 2015 shall be controlled by the Collective Bargaining Agreement in place between the parties which expires on June 30, 2017.
2. Effective July 1, 2015 through June 30, 2020, retiring Bargaining Unit Members who fulfill the superannuated requirements established by the Public

School Employees' Retirement System ("PSERS") who also have a minimum 20 years of service in the District and who are or will be at least 50 years of age as of July 1, 2014, will be entitled to receive a one-time only District contribution of \$20,000.00 to be contributed to a Health Reimbursement Account. There is no cash option under this Agreement to retiring bargaining unit members.

3. This one time only contribution of \$20,000.00 to an HRA is expressly contingent upon the retiree agreeing not to enroll, at any time, in any of the District sponsored health benefit plans or programs either under a COBRA continuing coverage arrangement or under Section 5-513 of the School Code, whichever is applicable. Any eligible retiree who enrolls in a District sponsored health benefit plan under Section 5-513 of the School Code or elects to continue coverage through COBRA (if not eligible under the School Code) shall be permanently ineligible for this benefit.

4. For retiree participants in this Agreement, annually, at open enrollment time, between 2016 and 2020, the District shall supply health benefit plan options for retirees that will not be part of the District-sponsored health benefit plans or programs, such as the PSERS Health Options Program. Participants may elect to select coverage on the applicable state or federal exchanges consistent with the ACA

5. Effective June 30, 2020 and thereafter the benefit program herein ceases and the District's obligations to retirees shall be limited to Section 5-513 of the School Code only.

6. Nothing herein shall limit or restrict non-eligible bargaining unit members and retirees' rights under 5-513 of the School Code or COBRA as applicable

WHEREFORE, the Representatives of the Parties set their hands this ____ day of March, 2014.

WEST CHESTER AREA SCHOOL DISTRICT

By: [Signature]
Attest: [Signature]
Date: June 20, 2014

WEST CHESTER AREA EDUCATION ASSOCIATION

By: Deborah A. Fell
Attest: Karin L. [Signature]
Date: June 20, 2014