



**West Shore School District &  
West Shore Education Association**

**Collective  
Bargaining**  
A G R E E M E N T

2022-2023 | 2023-2024 | 2024-2025

2025-2026 | 2026-2027

# COLLECTIVE BARGAINING AGREEMENT

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# COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (herein after referred to as "Agreement") is entered into as of August 18, 2022, by and between the WEST SHORE SCHOOL DISTRICT (hereinafter referred to as the "School District") and the WEST SHORE EDUCATION ASSOCIATION (hereinafter referred to as the "Association").

## ARTICLE I - Purpose of Agreement

### 1.00 Definitions

**Definitions.** When used and capitalized in this Agreement, the following terms shall have the following meaning, unless the context clearly indicates otherwise:

- a. "Agreement" shall mean this Agreement between the West Shore Education Association and the West Shore School District.
- b. "Education Association" or "Association" shall mean the West Shore Education Association.
- c. "Employee" shall mean a member of the bargaining unit that is covered by this Agreement.
- d. "Principal" shall mean the applicable building principal or his/her designee.
- e. "School Board" shall mean the Board of School Directors of the West Shore School District.
- f. "School Code" shall mean the Pennsylvania Public School Code of 1949, as amended.
- g. "School District" shall mean the West Shore School District.
- h. "Superintendent" shall mean the Superintendent, the Acting Superintendent, the Substitute Superintendent, as applicable, or the designee of any of them.

### 1.01 Harmonious Relations

The parties recognize that it is desirable to preserve harmonious relations between the School Board and the Association.

### 1.02 Promotion of Efficiency

It is recognized by the Association that the School District, in granting the benefits set forth in this Agreement, is adding to its cost of operation and that, therefore, this Agreement is made with the specific understanding that the Association will cooperate with and assist the School District in promoting better efficiency and presenting a continually improved educational program

in the School District's school system. It is recognized that the successful operation of the School District can be assured only through the cooperation of the parties hereto.

### 1.03 Association Responsibility

In consideration of the obligations undertaken by the School District in this Agreement, the Association recognizes its responsibilities to encourage maximum productivity per Employee.

## ARTICLE II – Recognition

### 2.00 Association

The School District recognizes and acknowledges the Association as the sole and exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, of all Employees described in Section 2.01 of this Agreement.

### 2.01 Unit

This Agreement shall apply to a bargaining unit including teachers, nurses, dental hygienists, counselors, home and school visitor, librarians, school psychologists and senior teachers employed by the School District, but excluding all instructional coordinators, supervisors, first level supervisors and confidential employees as defined in the Public Employee Relations Act.

### 2.02 Association Membership

No Employee of the School District shall be required to join or maintain membership in the Association or any other employee organization as a condition or term of employment, nor shall membership or non-membership in the Association or any other employee organization have any effect upon an Employee's employment or any terms or conditions thereof.

### 2.03 Membership Dues Deduction

(a) The School District shall deduct from the wages of those Employees who so authorize such deductions by a proper and lawful written authorization, the dues established by the Association.

(b) The authorization form to be executed by the Employees shall contain an assignment, shall be furnished by the Association to the School District and shall be approved by the School District prior to being used.

(c) To the extent permissible by law, the authorization form shall be irrevocable for the school year if not revoked prior to November 1, thereof. If not revoked, the authorization shall be presumed to be continuing and in full force and effect.



(d) For the convenience of the Employees, the School District shall make authorized deductions for fourteen (14) consecutive pays in as nearly equal amounts as reasonably convenient. Deducted amounts shall be remitted to the Association promptly after deductions are affected.

While the parties recognize that not all Employees will desire to have the same amount deducted from wages, the School District shall not be obligated to deduct more than four (4) different amounts from Employee's wages.

Should an Employee's employment terminate, or should an Employee commence in a non-paid leave of absence prior to the making of all deductions, the balance of the deductions shall be made from the Employee's final pay immediately preceding the employee's termination or commencement of a non-paid leave of absence as appropriate

(e) No Employee shall be required to authorize a dues deduction, and neither the School District nor the Association shall discriminate or coerce any Employee because of deduction or non-deduction of dues.

### ARTICLE III - Leaves of Absence

#### 3.00 Association Activities

The School District, to the extent the same shall not unreasonably interfere with operation of the school system, shall, upon the Association's written request, grant fifteen (15) employee days off with pay each school year to Employees designated by the Association to attend any official Association activities held on other than school property.

Additionally, the School District, to the extent the same shall not unreasonably interfere with the operation of the school system, shall, upon the Association's written request to the School District, grant up to five (5) employee days off with pay each school year to Employees designated by the Association to attend any official Association activities held on other than school property. For such additional days, the Association shall pay to the School District an amount of money equal the amount expended by the School District in acquiring substitute employees for said additional days. The School District shall submit a statement to the Association for such amount, and the Association shall make payment within thirty (30) days of the submission of such statement.

The Association's written request or requests, as appropriate, shall be given to the School District not less than seven (7) days prior to the time such time off is requested to commence, shall clearly identify the Employee or Employees to be released, shall state the day or days for which time off is required and shall state the specific location of the activity.

#### 3.01 Sabbatical Leaves

Sabbatical leaves for restoration of health and leaves of absence for professional development shall be granted to eligible Employees in accordance with the provisions of School Code.

### 3.02 Bereavement Leave

(a) Immediate Family - An Employee absent from duty because of the death of a member of the immediate family of said Employee shall be entitled to five (5) school days' leave with pay for such reason. Members of the immediate family shall be defined as the parent/parent-in-law, brother, sister, child, spouse, (inclusive of "step" of each identified familial relation) of said Employee, or a near relative or extended relative of said Employee who resides in the same household of said Employee or any person with whom said Employee has made his home.

(b) Near Relative - An Employee absent from duty because of the death of grandchild, grandparent, son-in-law, daughter-in-law, brother-in-law or sister-in-law of said Employee shall be entitled to up to three (3) school days' leave with pay.

(c) Extended Relative - An Employee absent from duty because of the death of an extended relative of said Employee shall be entitled to one (1) school day of leave with pay for such reason. An extended relative shall be defined as a first cousin, aunt, uncle, niece, nephew, or grandparent-in-law.

### 3.03 Bereavement - Payment

Bereavement compensation shall be paid in the same time and manner as compensation would have been paid for the same period had the Employee concerned actually engaged in the performance of his/her duties.

### 3.04 Illness and Injury

An Employee who is prevented by illness (which shall include disability resulting from pregnancy) or accidental injury from following his or her occupation shall receive as pay for each day of absence, up to ten (10) days in the school year in which the illness or accidental injury occurs, the same wage payments said Employee would have received had said Employee actually performed his or her duties during said period.

No wages shall be paid, however, if the accidental injury preventing the Employee from following his or her occupation shall have been incurred while the Employee was engaged in remunerative work unrelated to school duties.

Any unused portion of the aforesaid ten (10) day absence period may be accumulated in the School District from year to year. Such absence time with pay as may have been accumulated in the School District may be applied in any one or more subsequent school years in the event the Employee is prevented by illness or accidental injury from following his or her occupation. Accumulated sick leave from other districts may be transferred into the School District as provided in the School Code.

In addition to the aforesaid ten (10) day absence period, any Employee in said Employee's first or second year of employment as a teacher in the public schools of the Commonwealth of Pennsylvania who shall have exhausted said Employee's accumulated sick leave through being prevented by illness or accidental injury from following his or her occupation and who further is prevented by illness or accidental injury from following his or her occupation, shall receive up to five (5) additional days of paid absence in the respective school years and shall not be accumulated,

it being the intention of the parties that absence occasioned by illness or accidental injury shall first be charged against those days which are available for accumulation as provided in the School Code.

On the first actual work day of each work year, the School District to the extent it reasonably is able so to do, shall advise each Employee of the number of accumulated unused days of absence had by such Employee as of the preceding June 30.

The School District may require any Employee who has had more than four (4) absences in a school year due to the individual employee's illness or accidental injury to furnish a physician's certificate certifying that his/her illness or accidental injury prevented the Employee from following his or her occupation during the period for which compensation is requested by reason of such an event. For purposes of this paragraph, an absence of consecutive days shall be considered one absence.

### 3.05 Family Sick Leave Bank

Each Employee may accumulate family sick leave to a maximum of 10 days, with such days identified to be used only for the care of ill immediate family members (as defined by Article 3.02(a)). Such appropriately earmarked leave is restricted to such use, is nontransferable, and is nonconvertible.

Employees will have the opportunity following the close of each school year, but before June 30<sup>th</sup>, to transfer sick leave into this family sick leave bank to reach the cap of 10 days in their bank. Days in this bank may not be used for the employee's personal illness, unless the employee has exhausted all of his/her individual accumulated sick leave. Banked days not used at the time of the employee's separation from the School District are eligible to be included in the Employee's calculation of unused accumulated sick leave under 9.08 Retirement Benefit Options.

Any employee who has exhausted all of the days within their family sick bank may submit a written request to the Superintendent or Director of Human Resources to have additional days transferred to their family sick bank. Requests will be granted at the discretion of the Superintendent.

### 3.06 Family and Medical Leave Act (FMLA) Leave

#### A. **Definition.**

Subject to the terms and conditions set forth below, FMLA leave shall be governed by the terms, conditions, limitations and exclusions of applicable law:

(1) FMLA leave and accrued paid leave shall run concurrently; except that up to ten (10) days of paid sick leave in the case of a serious health condition, if available to an Employee, may be taken before the FMLA leave begins.

(2) (a) Employees who have worked for the School District for a total of 12 months and have worked at least 1250 hours during the 12 month period precedent to the commencement of

the leave period shall be eligible for a total of up to 12 calendar weeks of unpaid family and medical leave per year for the following:

- (i) birth of the Employee's child;
- (ii) placement of a child with the Employee for adoption of foster care;
- (iii) when the Employee is needed to care for a child, spouse, or parent with a serious health condition;
- (iv) when the Employee is unable to perform the functions of his or her position because of a serious health condition; or
- (v) when an Employee has a qualifying exigency arising out of the fact that the Employee's spouse, child or parent is on active duty, or has been called to active duty, in the Armed Forces in support of a contingency operation.

(b) Furthermore, an Employee who has worked for the School District for a total of 12 months and has worked at least 1250 hours during the 12 month period preceding the commencement of the leave period, who is the spouse, son, daughter, parent or next of kin to a servicemember in the Armed Forces, shall be eligible for a total of up to 26 work weeks of unpaid, job protected leave per year to care for a covered servicemember with a serious injury or illness.

(3) A serious health condition is defined pursuant to Section 101(11) of the Federal Family and Medical Leave Act and the Federal regulations promulgated thereunder at C.F.R. § 835.1134. A "qualifying exigency", "active duty" status and "contingency operation" under subsection A(2)(a)(v) are defined pursuant to 29 C.F.R. § 825.126. A "serious injury or illness" to a covered servicemember under subparagraph (A)(2)(b) is defined pursuant to 29 C.F.R. § 825.127(a)(1).

(4) The entitlement to leave pursuant to subsections A(2)(a)(i) and A(2)(a)(ii) above shall expire at the end of the twelve month period beginning on the date of such birth or placement. The entitlement to leave pursuant to subsections 2(a)(iii), 2(a)(iv) and 2(a)(v) above shall expire at the end of the 12 month period beginning on the first day that leave is utilized. The entitlement to leave for an Employee that is the spouse, son, daughter, parent or next of kin to a servicemember in the Armed Forces under subparagraph A(2)(b), in order to care for an injured or ill covered servicemember, shall expire at the end of the 26 week period beginning of the first day that leave is utilized.

(5) Intermittent leave will be provided where medically necessary pursuant to subsections (a)(iii), (a)(iv), and (b) of subparagraph A(2) above. Intermittent leave may also be taken under subsection (a)(v) of subparagraph (A)(2) above. Intermittent leave may be provided at the discretion of the District pursuant to subsections 2(a)(i) and 2(a)(ii) only where approved in writing by the District. If intermittent leave is utilized, it may not be utilized in less than one-half day increments based upon 7.5 hour teacher day.

(6) If either intermittent leave or concurrent leave, due to planned medical treatment under subsections (a)(iii) and (a)(iv) of subparagraph 2, or for the care of a servicemember under

subsection (b) of subparagraph A(2), is requested, and the Employee would be on leave for greater than 20 percent of the total number of working days in the period during which the leave would extend, the School District may require that such Employee elect either: (a) to take leave for periods of particular duration, not to exceed the duration of the planned medical treatment; or (b) to transfer temporarily to an available alternative position offered by the employer for which the Employee is qualified, that (i) has equivalent pay and benefits; and (ii) better accommodates recurring periods of leave than the regular employment position of the Employee. This provision shall apply only if an Employee commences solely unpaid FMLA leave, it shall not apply where an Employee utilizes sick or personal leave concurrently with FMLA leave.

(7) Where an Employee is eligible for leave pursuant to subsection A(2)(a)(i) above, the Employee may elect to utilize up to ten days of sick leave that will not be counted as part of the Employee's 12 week FMLA entitlement. If the Employee is eligible for more than ten days of sick leave, pursuant to Article 3.04 of this Agreement, remaining sick leave must be utilized as part of the Employee's 12 week FMLA entitlement during the period of disability after birth as verified by the Employee's physician. Subsequent to the period of disability after birth, if the Employee elects to continue on leave, all personal leave days accrued under Article 3.08 of this Agreement must then be utilized as part of the 12 week FMLA entitlement. The School District shall then be obligated to provide as unpaid FMLA leave only the difference, if any, between the amount of paid leave utilized and the Employee's remaining annual entitlement to FMLA leave.

(8) Where an Employee is eligible for leave pursuant to subsections (a)(ii), (a)(iii), (a)(v) and (b) of subparagraph A(2) above and the Employee is eligible for personal leave days pursuant to article 3.08 of this Agreement, the Employee must utilize the personal leave days first and the School District shall be obligated to provide as unpaid FMLA leave only the difference, if any, between the amount of personal leave days and the Employee's remaining annual entitlement to FMLA leave.

(9) Where an Employee is eligible for FMLA leave pursuant to subsection (a)(iv) of subparagraph A(2) above, the Employee may elect to utilize up to ten days of sick leave that will not be counted as part of the Employee's twelve (12) week FMLA entitlement. If the Employee is eligible for more than ten days of sick leave or any personal leave days pursuant to Articles 3.04 and 3.08 of this agreement, the Employee must utilize remaining sick leave and subsequently thereto any remaining personal leave days as part of his/her twelve (12) week FMLA entitlement; the School District shall be obligated to provide as FMLA leave only the difference, if any, between the amount of paid leave and the Employee's remaining annual entitlement to FMLA leave.

(10) After an Employee has utilized ten days of sick leave, either concurrently or intermittently for a serious health condition, the School District may place the Employee on FMLA leave even if FMLA leave has not been requested by the Employee.

(11) In the event that spouses are employed by the School District, the aggregate number of weeks of leave to which both are entitled is limited to twelve (12) weeks except for leave taken under subsections (iii), (iv) or (v) of subparagraph A(2) above.

(12) In the event that spouses are employed by the School District and take servicemember family leave under subparagraph A(2)(b) above, or a combination of servicemember family leave and leave under subsections (a)(i) through (a)(v) of subparagraph A(2), the aggregate number workweeks of leave for both spouses will be limited to 26 workweeks during a single year.

(13) Except as expressly stated in this Agreement, the School District and employees have the rights and duties set forth in the FMLA.

***B. Employment and Benefits Protection While on Leave.***

(1) If, at the conclusion of the leave set forth above, the job held by the Employee before going on family and medical leave is available, the School District shall offer the Employee that position. If such job is not vacant and available, the School District shall offer the Employee any other available position within the bargaining unit for which the Employee is qualified until such time as the School District reasonably can offer the Employee the job the Employee held before going on FMLA leave, or a job substantially similar to the previous job.

(2) The following restrictions on return apply:

(a) Where the Employee begins leave, pursuant to subsections (a)(i) through (a)(v) and (b) of paragraph A(2) above, more than five (5) weeks prior to the end of the semester, the leave is greater than three (3) weeks in duration, and the Employee's return would take place during the last three (3) weeks of the semester, the School District may exercise its discretion to require the Employee to wait to return until the beginning of the next semester.

(b) If the Employee begins leave, pursuant to subsections (a)(i) through (a)(iii) and (b) of paragraph A(2) above, less than five (5) weeks before the end of the semester, the leave is greater than two (2) weeks, and the Employee's return would take place during the last two (2) weeks of the semester, the School District may exercise its discretion to require the Employee to wait to return until the beginning of the next semester.

(c) If the Employee begins leave, pursuant to subsections (a)(i) through (a)(iii) and (b) of paragraph A(2) above, less than three (3) weeks before the end of the semester and the leave is greater than five (5) working days, the School District may exercise its discretion to require the Employee to wait to return until the beginning of the next semester.

(d) At the written request of the Employee, the School District, in its sole discretion, will consider allowing an Employee to extend leave until the commencement of the next semester at Employee expense.

(3) The School District shall maintain life insurance and group health coverage including major medical, dental, prescription, drug, and vision insurance for the Employee while the Employee is on leave pursuant to this Article.

The School District shall have no obligation to maintain other benefits, except that the taking of leave shall not result in the loss of any benefits accrued by the Employee prior to the date on which the leave commenced.

(4) Although the taking of leave pursuant to this Article shall not result in the loss of any benefits accrued by the Employee prior to the date on which the leave commenced, benefit entitlements based upon length of service will be calculated as of the last paid work day prior to the start of the unpaid leave of absence and will not accrue during the period of unpaid leave.

(5) In the event the Employee fails to return to work, the employer may recover the premium that the School District paid for maintaining coverage for the Employee under the health care plans during the unpaid leave unless the Employee fails to return due to circumstances beyond the control of the Employee including a continuation, recurrence or onset of a serious health condition that entitles the Employee to leave under subparagraph A(2)(a)(i), (a)(iv), or for servicemember family leave under subparagraph A(2)(b) above.

**C. *Notice and Certification.***

(1) In cases where the necessity of leave is foreseeable based on an expected birth or placement of a child, the Employee shall provide the School District with not less than 30 days' notice before the date the leave is to begin, except that, if the date of the birth or placement requires leave to begin in less than 30 days, the Employee shall provide such notice as is practicable.

(2) In cases where the necessity of medical leave is based on planned medical treatment, the Employee shall make a reasonable effort not to unduly disrupt the operations of the School District. Furthermore, the Employee shall provide the School District with not less than 30 days' notice before the date the leave is to begin, except that if the date of treatment requires leave to begin in less than 30 days, the Employee shall provide such notice as is practicable.

(3) An Employee requesting leave pursuant to Paragraphs (2)(a)(iii) and (2)(a)(iv) of this Article may be required to present to his/her supervisor a written statement by his/her health care provider as to the date the medical condition commenced, the duration, the necessity for the leave, and the Employee's inability to perform his/her job functions (if applicable). In the case of intermittent leave for planned medical treatment, the certification should additionally provide the schedule for treatment and a statement of the medical necessity for an intermittent or reduced schedule leave.

(4) The School District need not assume that an Employee's statement or his/her physician's statement establishes medical need conclusively, but may require a review and examination by a physician selected by the School District at School District expense. In the event the two opinions do not coincide, then the Employee and the School District shall mutually agree upon the opinion of an impartial third physician, at the School District's expense.

(5) In cases where the necessity for leave under subsection 3.06(A)(2)(a)(v) above is foreseeable, the Employee shall provide the School District with such notice as is reasonable and practicable. The School District may require that the Employee provide a certification of a qualifying exigency, including the servicemember's active duty status. Certification of leave taken for a qualifying exigency must be in accordance with 29 C.F.R. § 825.309.

(6) If the Employee requests leave, as a spouse, son, daughter, parent or next of kin to a servicemember in the Armed Forces under subparagraph 3.06(A)(2)(b), to care for a covered servicemember with a serious injury or illness, the School District may require that the Employee provide a certification completed by an authorized health care provider of the covered servicemember. Such a certification must be in accordance with 29 C.F.R. § 825.310, and any failure of the Employee to provide the School District with complete and sufficient certification may result in denial of FMLA leave.

### 3.07 Extended Absence

(a) There shall be two (2) types of extended absence in addition to FMLA leave as set forth in Article 3.06 above. This article governing extended absence covers only absences taken after expiration of an Employee's sick leave, sabbatical leave and FMLA leave entitlement as set forth above.

(i) Incapacity - If any Employee has exhausted all such Employee's sick leave and FMLA leave, has no sabbatical leave available and said Employee is absent from work because of the illness (which shall include disability resulting from pregnancy or childbirth) of or injury to said Employee, the School District shall, nonetheless, retain such Employee as an Employee, without pay or other benefits, for a period of up to one (1) year subsequent to the exhaustion of the Employee's sick leave and FMLA Leave. An individual Employee's entitlement to Extended Absence for incapacity shall be determined by deducting the amount of unpaid FMLA leave utilized by the Employee from the one year period.

(ii) Child Rearing - An Employee who desires to be absent from employment with the School District immediately subsequent to the birth or adoption of a child for a period longer than allowed pursuant to the FMLA leave provisions set forth in Article 3.06 shall within the six (6) week period immediately subsequent to such birth (aside from being unable to return because of disability resulting from pregnancy) or adoption, notify the School District in writing of such desire. To the extent reasonably possible, the Employee shall give the School District not less than two (2) weeks' notice in writing of the date upon which such absence is to commence. If the Employee has satisfied the foregoing requirements, the School District shall permit such an Employee to be absent from work for up to six (6) consecutive months after expiration of FMLA leave as set forth in Article 3.06. An individual Employee's entitlement to Extended Absence for child rearing shall be determined by deducting the amount of unpaid FMLA Leave utilized by the Employee from the six (6) month period.

(b) Extended absences shall be governed by the following conditions:

(i) An Employee is eligible for extended absence only after exhaustion of all other types of applicable leave including sick leave, sabbatical leave, and FMLA leave as set forth above.

(ii) An Employee who desires to return to work at the expiration of his or her extended absence, or who desires to request an extension of the leave, or who wishes to terminate employment, where possible, shall give the School District written notice of such desire not less than sixty (60) days prior to the expiration of such absence. No other return date is acceptable without prior written approval by the School District. At the Employee's written request, and at the School District's sole discretion, the extended absence period could be altered. Any such



alteration of an extended absence period shall be subject to the same terms and conditions as the extended absence itself.

(iii) The School District, in offering reinstatement to an Employee who properly has applied therefore, shall offer said Employee the job the Employee held before going on extended absence, if such job is vacant and available. If such job is not vacant and available, the School District shall offer said Employee any other available position within the bargaining unit for which the Employee is qualified until such time as the School District reasonably can offer the Employee the job the Employee held before going on extended absence, or a job substantially similar to said previous job.

(iv) An Employee granted an extended absence (or has an extended absence further extended by the School District) shall neither be paid nor accrue any seniority (except seniority for purposes of suspension under Section 1125.1 of the School Code), longevity, pension, retirement, medical or other benefits during such absence, except as may be required by law; further, an extended absence shall not be counted as “employed time” for purposes of computing pay increases, salary step, retirement, etc.; provided, however, an Employee who has been employed and worked for ninety (90) or more student days and has been paid wages therefore (i.e., those qualifying as student days for purposes of causing the School District to satisfy Pennsylvania laws and regulations regarding student attendance) during a school year in which said Employee is granted an extended absence shall have such school year counted for purposes of longevity as relates to pay increases; provided, further, an Employee who has been employed and worked for less than ninety (90) student days during a school year in which said Employee is granted an extended absence shall, upon returning to work, not be paid a lower wage than said Employee was receiving at the commencement of said Employee’s extended absence, but, instead shall be placed on the salary or wage step which most closely equals the wage said Employee was receiving at the commencement of said extended absence even though such step may in fact be a lower step than the Employee previously enjoyed.

An Employee who is granted and returns to work immediately upon the expiration of an extended absence shall retain accumulated years of service and accumulated sick leave the Employee enjoyed at the commencement of the extended absence.

(c) To the extent permitted by the carrier of the then current plan, if any, an Employee on an extended absence may continue medical/hospital, dental, vision and life insurance coverage by paying the cost thereof in advance to the School District at such time or times as the School District shall direct. If the School District elects to provide all or part of such benefits through third party administration, direct reimbursement or some other School District funded mechanism, an Employee on an extended absence may continue to participate in such program by paying in advance the monthly COBRA amount established by the School District or by the insurer as applicable. If the Employee fails to make any payment by the due date set by the School District, both the Employee and the Association shall be notified of such failure. Failure by the Employee to make payment to the School District within thirty (30) days of said notice automatically shall terminate any further right of the Employee (or dependents) to participate in the program; provided, however, that any longer period for payment established by applicable law shall be allowed.

### 3.08 Personal Leave

(a) Each Employee shall be granted not more than two (2) days of absence with pay each school year for personal reasons (personal leave) in the manner hereinafter set forth. Personal leave may be accumulated to a maximum of five (5) days and personal leave accumulated in excess of five (5) days shall be rolled into the Employee's sick leave per Article III Section 3.04.

### 3.09 Requests and Control of Personal Leave

Employees shall request personal leave in writing at least five (5) days prior to the date of the leave desired on the Personnel Absence Request Form to be provided by the School District and available through the School District's building principals. The School District may waive the five (5) day period aforesaid if, in the School District's sole discretion, the Employee was unable to comply with said five (5) day requirement because of an emergency beyond the Employee's control. Personal leave should be taken only a full day at a time, with requests for less than an entire day to be considered on a discretionary basis by the School District. Employees shall use the School District's online leave system to make requests for personal leave. The School District may restrict the number of Employees taking personal leave per day to the following percentages for the areas indicated:

- (a) Four percent (4%) of the number of Employees in the bargaining unit;
- (b) Fourteen percent (14%) of the number of Employees in a building;
- (c) Thirty-five percent (35%) of the Employees in each department of two or more Employees, with numbers over half to be rounded up to the next nearest whole number. Personal leave shall not be granted:
  - (d) On the first five (5) and/or the last five (5) days of student attendance during the school term;
  - (e) During any "in-service" day;
  - (f) For more than two (2) consecutive work days unless advance notice of a minimum of thirty (30) days is given by submittal of the Personnel Absence Request Form. However, not more than two (2) consecutive personal days may be approved on any day(s) immediately preceding or following a scheduled holiday on which students do not attend school;
  - (g) During any period of time devoted to staff curriculum or other non-student development (such as parent conference days, "Act 80 days," professional development, etc.);
  - (h) On any day on which a field trip has been scheduled for which the Employee is assigned supervisory or other duties related to the field trip;
  - (i) On any day(s) on which the teacher is scheduled by the administration to administer his/her mid-year or final examination(s) to students.

### 3.10 Lunch Period

Each Employee shall be entitled to a lunch period of thirty (30) consecutive minutes each school day which shall be free of and uninterrupted by supervisory or other duties.

Upon informing the Principal, an Employee may leave his or her building during the Employee's lunch period. If the School District determines that too many employees are absent from a building during a lunch period, the School District may establish a schedule for lunch time absence in order to retain adequate personnel in the building to cover emergency situations.

### 3.11 Professional Absence

The School District at all times shall have the right to reasonably assign any Employee or Employees to duties outside its school district. Additionally, to the extent that Employees may desire to be assigned to duties outside the School District for such purposes as attendance at professional meetings and seminars, they shall have the right to submit requests for such assignments to the School District, and the School District will accept or reject the request accordingly. Reimbursement will be consistent with Section 9.02.

### 3.12 Elected Officer

An Employee elected to an office of a local, state or national affiliate of the Association may have leave for a period of time not less than the full term of the office held without pay to serve in said office. Unless otherwise specifically granted by the School District, the Employee shall acquire no seniority (except for purposes of suspension under Section 1125.1 of the School Code) or other benefit during said period.

### 3.13 Jury Absence

Employees called for jury duty in a court of record or required under a subpoena to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the wages the Employee would have received hereunder but for such absence and the amount received for the performance of such obligation; provided, however, that such compensation shall not be paid if the subpoena relates to employment of the Employee other than with the School District or to any proceeding against the School District in which the School District has not subpoenaed the Employee to give testimony.

### 3.14 Military Service

The School District shall comply with all applicable law pertaining to military service.

## ARTICLE IV - Additional Contracts and Assignments

### 4.00 Individual Contracts

The School District shall enter into a separate individual contract with each of its Employees classified as a professional employee under the School Code, who has satisfactorily completed the required years of service in any school district in the Commonwealth of Pennsylvania. Such individual contract shall comport with the form required by said School Code and shall be consistent with this Agreement.

#### 4.01 Job Assignments

On the first actual work day of each work year, the School District, to the extent it reasonably is able so to do, shall advise each Employee of the Employee's salary step, salary on schedule, extra duty assignment and extra duty pay. Said advice shall be in the form marked Appendix "A", attached hereto and made part hereof.

#### 4.02 Seniority

Seniority shall refer to the length of time an Employee has been continuously employed as a regular full-time Employee by the School District (which shall include employment with entities merged into or consolidated with the School District) with the Employee having the longest term of continuous service having the most seniority. Break of continuous service shall be by resignation or termination of employment. An Employee's seniority shall be computed from said Employee's most recent date of hire. Fractional or part-time service shall accrue seniority on a pro rata basis. Employees having identical dates of hire shall have seniority determined among them by lot.

### ARTICLE V - Grievance and Arbitration

#### 5.00 Complaint

A grievance is a complaint by an Employee or Employees regarding the meaning, interpretation or application of any provision in this Agreement. Such grievance may arise because of an honest difference of opinion, an error in judgment, an oversight, a misinterpretation or from countless other ways in which there was no intent to cause a misunderstanding. The Board and the Association earnestly desire that such grievances or differences be promptly settled so that efficient operation of the school system shall not be interrupted, and morale and earnings of Employees shall not be impaired. Accordingly, a procedure for the adjustment of any grievance which may arise is hereinbelow outlined.

#### 5.01 Continued Business

In the event of a dispute or difference, the parties hereto and the Employees shall continue to transact and carry on their business in the same manner as at the time of arising of the issue or issues in the dispute. Accordingly, grievances shall be handled exclusively through the process hereafter described.

#### 5.02 Procedure

(a) Step 1 - Any grievance which arises shall be presented in writing by or on behalf of the Employee to the Employee's building principal within seven (7) business days of the occurrence of the event giving rise to the grievance. For purposes of this grievance procedure, the date of the occurrence of the event giving rise to the grievance shall be the later of the date upon which the event actually occurs or the date upon which the Employee affected knows or reasonably should have known of such event had the Employee exercised reasonable diligence. If the grievance is not resolved at Step 1 or if no decision has been rendered within ten (10) business

days of submission to the Principal, the Association may forward the grievance onto Step 2 of the grievance process.

(b) Step 2 - If the grievance properly has been presented pursuant to Step 1 and, if the matter has not been satisfactorily settled, the grievance shall be submitted to the Superintendent within five (5) business days of the Step 1 response being received by the Association or, if no response was rendered, five (5) business days from day ten (10) of the submission date. If the grievance is not resolved at Step 2 or if no decision has been rendered within ten (10) business days of submission to the Superintendent, the Association may submit the grievance to the School Board.

(c) Step 3 - If the grievance properly has been presented pursuant to Steps 1 and 2 and if the matter has not been satisfactorily settled, the grievance shall be submitted to the School Board within five (5) business days of the Step 2 response being received by the Association or, if no response was rendered, five (5) business days from day ten (10) of the submission date. If the grievance is not resolved at Step 3 or if no decision has been rendered within ten (10) business days of submission to the School Board, the Association may submit the grievance to arbitration.

(d) Step 4 - If the grievance properly has been presented pursuant to Steps 1, 2 and 3 and if the matter has not been satisfactorily settled, the Association may submit the grievance to arbitration within ten (10) business days of the Association's receipt of the School Board decision or if no decision was rendered within ten (10) business days from day ten (10) of the submission date. Within ten (10) days after submission to arbitration, the School Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, an arbitrator shall be selected in accordance with the procedures of the Bureau of Mediation.

The Arbitrator shall have no power to add to, subtract from or modify the terms of this Agreement, nor shall the Arbitrator have the power to require any act which violates that law or this Agreement. The decision(s) of the Arbitrator shall be final and binding upon the School District, the Association and the Employee(s).

(e) The cost of arbitration shall be borne equally by the parties.

(f) Time shall be the essence of this grievance procedure, and in the event the time limits hereinabove set forth are not strictly adhered to by the Association and the respective Employees, the grievance concerned shall be deemed waived. At any stage when the School District has not rendered a decision, the grievance shall be deemed denied.

During the regularly scheduled work year, only scheduled work days for Employees shall be counted as "business days" for the purpose of computing days of elapsed time in the grievance procedure. During the summer recess between work years, days upon which the School District's administrative office is not open shall not be considered "business days" and shall not be counted for purposes of computing days of elapsed time in the grievance procedures. If an office at which a grievance is to be presented is closed on the date for presentation, the grievance may be presented at the School District's administrative office.

(g) Unless the law shall otherwise require, Employees shall not be paid while engaged in the presentation of grievances, nor shall grievances be processed during school hours, regardless of the Employee's capacity in the grievance presentation. While an Employee may present his or her own grievance, but not proceed without the Association to arbitration, the Association may be represented and may present its position at each step of the grievance. The School District shall notify the Association of the filing of each grievance. Except for necessary witnesses, neither the Association nor the grievant shall be represented by more than two Association representatives who are Employees, during a grievance presentation.

(h) There shall be no reprisals by either party or any Employee against any person by reason of such person's proper participation in a grievance procedure.

(i) Settlements of grievances shall be in writing and shall be signed by the parties participating therein.

(j) Forms for use in grievance presentation are marked Appendix "B-1" through "B-3," attached hereto and made a part hereof.

### 5.03 Association Spokespersons

The Association shall designate at least one spokesperson employed in each school building from among the Employees hereinbefore described. The Association shall keep the Superintendent advised in writing at all times of the names of the spokespersons. The duties of spokespersons shall be as follows:

(a) Receipt on behalf of the Association of such written messages and information as originate with and are authorized by the School District; and

(b) Representation of Employees in the presentation and processing of grievances.

## ARTICLE VI - Discipline, Discharge and Evaluation

### 6.00 Discharge, Discipline, Suspension, and Reprimand

The School District has the right to discipline and/or discharge any Employee for any cause permitted under the School Code.

Suspension of Employees shall be affected for any reason permitted by the School Code.

The School District shall not reprimand an Employee in writing or discharge an Employee without just cause.

The School District shall maintain one official personnel file for each employee. The parties agree that principals may maintain files with informal notations, communications and memorandums. No material shall be placed in the official personnel file unless that Employee has received a copy. The Employee shall have the right to submit a written response at any time and attach it to the file copy.

An Employee shall have access to the official personnel file during regular office hours at a time mutually agreed upon between the Employee and the School District. Upon advance written approval from an Employee, the Association shall have access to an Employee's official personnel file at reasonable times during regular office hours.

#### 6.01 Employee Evaluation

The following shall apply to Employee evaluation:

- (a) Employees shall be rated only by persons authorized by applicable law to do so.
- (b) Any Employees evaluated by a classroom visit shall be given a personal copy of the classroom evaluation report prepared by the evaluator. No such report shall be placed in the Employee's file or otherwise acted upon without first offering the Employee a conference and, if appropriate under the circumstances, offering suggestions for improvement in the Employee's work performance. No Employee shall be required to sign an incomplete evaluation form.
- (c) The public address system in a building shall not be the basis upon which any Employee is evaluated or rated, and observation of an Employee for evaluation purposes shall be on an open basis.
- (d) Observations of Employees conducted during the last two (2) weeks of the regular school year shall not be the exclusive basis for rating or evaluation purposes.

### ARTICLE VII - Compensation Claims

#### 7.00 Cooperation

Any Employee injured in the course of performing his or her duties immediately shall report the same to the School District's business office. The School District will cooperate toward the prompt settlement of Employee on-the-job injury claims when such claims are due and owing.

### ARTICLE VIII - Work Schedules

#### 8.00 Work Hours

Except in case of emergency (which shall include non-regular arrival or departure of bus transportation for students) and as hereinafter provided, elementary-assigned teaching Employees shall not be required to be on duty more than forty-five (45) minutes longer per day than the period measured by the commencement and termination of the applicable school day. High school and middle school-assigned teaching Employees shall not be required to be on duty more than thirty (30) minutes longer per day than the period measured by the commencement and termination of the applicable school day. The School District shall apportion said forty-five (45) minutes of elementary time before the commencement of school and/or after the termination of school. The School District shall apportion said thirty (30) minutes of high school and middle school time before the commencement of school and/or after the termination of school. Other Employees shall report when directed by the School District but shall not be required to work more hours per week than teaching Employees.

## 8.01 Faculty Meetings

Further, without extra pay, all Employees, in addition to reporting as aforesaid, shall report for faculty meetings held between the hours of 8:00 a.m. and 5:00 p.m. The School District will endeavor to give reasonable notice of such meetings. Twenty-four (24) hours shall be presumed reasonable notice. Shortness of notice, however, shall not excuse non-attendance. All Employees sponsoring student activities shall report to the faculty meeting as directed by the “home base” Principal, without extra pay, at those times such activities are scheduled.

## 8.02 Back-to-School Nights

Additionally, each Employee shall report for back-to-school nights at any school at which an Employee is assigned twenty per centum (20%) or more of the Employee’s duty time and two (2) nights (not extending later than 11 o’clock p.m.) of such additional student or parent-related duty (including chaperoning of student activities) during each school year as the School District shall determine appropriate. Employees required to attend more than two (2) back-to-school nights may consider this excess time part of his/her contracted in-service time for that school year.

## 8.03 Building Assignments/Elementary Issues

Employees will remain in their building of primary assignments throughout the work day. Employees who are required to travel between buildings operated by the School District shall follow such schedule or schedules as are directed by the School District.

(a) Elementary-assigned teaching Employees shall receive relief from pupil supervision for one-half of the teaching day at the end of the first semester and an additional one half day teaching day at the end of the school year, within each school year calendar, for the exclusive purpose of fulfillment of the preparation requirements of elementary report cards

(b) The District and the Association shall form a committee composed of a total number of members to be agreed upon by the parties, with an equal number of committee members to be appointed by the School District and an equal number of committee members to be appointed by the Association. This committee, which shall be designated as the Elementary Staff Concerns Committee, will meet and address concerns of the elementary staff.

## 8.04 Planning Time

A planning period shall be any unassigned segment of time, fifteen (15) minutes or more in length [excluding the Employee’s thirty (30) minute lunch period], during any part of the day while the Employee is required to be on duty. Each teacher shall be afforded a minimum of thirty (30) consecutive minutes of planning per day. The School District may request that Employees collaborate or attend meetings during the time beyond the minimum planning time minutes as stated below, provided, however, that an Employee shall not be required to collaborate or attend meetings that take him/her below the minimum minutes.

Each high school and middle school Employee shall be afforded an aggregate of no less than two hundred seventy (270) minutes of planning time in each cycle containing six (6) complete days of actual full-time student attendance.



Elementary teachers shall be afforded an aggregate of no less than three hundred and twenty (320) minutes of planning time in each cycle containing six (6) complete days of actual full-time student attendance.

#### 8.05 Professional Coverage During Planning Time

Anytime a bargaining unit member covers students during time that would have been his/her contractually afforded planning time, he/she shall be compensated at the identified hourly rate of pay for Summer School Rate. Volunteers shall first be sought to provide coverage. If no volunteer comes forward, coverage will be assigned on a rotating basis to avoid (as much as possible) the same employee(s) losing their planning time.

The compensation to be paid hereunder shall be the product obtained by multiplying the hourly rate of pay for the Summer School Rate (Appendix D of the Agreement) times the number of hours worked in covering students during the employee's contractually afforded planning time. Minutes of coverage shall be converted to hours by dividing the number of minutes worked by 60 minutes per hour. The total number of coverage hours will be rounded to the nearest quarter hour.

Hours to be compensated are to be reported and submitted using a timesheet and must include the date of the coverage and the name of the employee (or the subject area) for which coverage was provided. Employees are expected to submit timesheets in a timely manner. Timely manner will be defined as no less than once per month.

#### 8.06 Work Year

The work year shall be as scheduled by the School District, (subject to the maximum number of days set forth in this Agreement and provided that no work days shall be scheduled in an isolated manner during the summer). Employees, unless employed on an extended contract, shall not be required to work more days than one hundred ninety-one\* (191). If the School District authorizes an Employee to work additional days, the School District shall compensate such additional time based on a daily proration of said Employee's respective compensation.

\* Employees in their first year of employment by the School District will take part in a four (4) day orientation program in addition to the number of scheduled work days and at no additional compensation. All Employees in their second year of employment by the School District will take part in a two (2) day orientation program in addition to the number of scheduled work days and at no additional compensation. All days required pursuant to this paragraph will be eligible for Continuing Professional Education Credit (Section 12 – 1205.2 of the School Code).

#### 8.07 Job Vacancies

The School District shall notify the Employees of job vacancies occurring within the School District and will permit the Employees to indicate a desire to occupy any such vacancy. For purposes of this section, the School District shall give the aforesaid notice by distribution through the school mail facilities during the school year and by posting in each open school building during non-school periods, such as the summer and vacation seasons. Additionally, during summer and vacation seasons, the School District will mail a copy of the notice to the Association. If the Association determines to advise any Employees of any notice it has received, it specifically agrees to simultaneously notify all Employees in the bargaining unit.

Desire to occupy a job vacancy may be indicated for a period of seven (7) calendar days after notice is given by the School District either by use of its mail facilities or posting as the case may be. While the School District shall consider any indications filed with it, the School District shall have the sole right to fill a job vacancy.

#### 8.08 Teaching Assignment

If the School District determines to change the subject matter or grade level to be taught by a teacher, the School District will endeavor to notify such teacher of the change by July 31 of the summer preceding the change. The School District may make changes after July 31, but in such event promptly shall notify the Employee affected by such change.

#### 8.09 Teaching Load

The School District shall retain the right to determine the workload of each of its Employees. The School District will give serious consideration wherever reasonably possible to the balance of the workload among the work force.

### ARTICLE IX - Wages and Working Conditions

#### 9.00 Classifications and Rates of Pay

Employees shall be classified, where so required pursuant to the requirements of the School Code. The parties agree to average annual salary increases of 3.3% in 2022-2023, 3.4% in 2023-2024, 3.4% in 2024-2025, 3.4% in 2025-2026 and 3.4% in 2026-2027. The rates of pay for Employees shall be as set forth in Appendix "C-1," through Appendix "C-6" attached hereto and made a part hereof.

An Employee for the purpose of determining salary classifications beyond the Master's Degree which are based upon hours alone or hours and dissertation and the like, i.e., Master's +15, Master's + 30 and Doctorate, shall be entitled to credit for graduate credits earned at a fully accredited institution the credits of which are acceptable for Pennsylvania teacher certification and initiated and completed subsequent to the awarding of a degree from and after the time the Employee has given the School District satisfactory evidence of having earned such credits. Eligibility for a salary placement beyond the Master's level shall be predicated upon the Employee having received a Master's Degree [not a Master's Equivalency] from an accredited institution of higher education.

Effective September 1, 2022, while employed by the School District, an Employee is limited to a lifetime maximum of fifteen (15) credits for column movement purposes only when the credits are earned from a third-party provider partnering with a college or university rather than directly through the faculty of an accredited institution of higher education. Such providers include but are not limited to, Learner's Edge.

(a) In order to be eligible for column movement, an Employee shall provide an official transcript (as satisfactory evidence) and a letter stating his/her receipt of credits that afford him/her movement to another column on the salary schedule. Employees shall be eligible for such movement once per school year.

(b) For credits earned, for which satisfactory evidence of completion has been received in the Human Resources Office no later than the close of business on the second Thursday in September, the salary increase applicable shall be made prospectively beginning with the first payroll in October; and

(c) For credits earned, for which satisfactory evidence of completion has been received in the Human Resources Office no later than the close of business on the second Thursday in February, the salary increase applicable shall be made prospectively beginning with the first payroll in March.

#### 9.01 Extracurricular Pay

Effective September 1, 2022, extracurricular positions included in this Agreement are defined as positions for which the extracurricular is connected to a course that receives a grade, or the extracurricular is so closely tied to the School District's operations during school hours that the position must be filled by a member of the professional employee bargaining unit. Employees who are assigned by the School District to extracurricular activities shall receive compensation in addition to that set forth in Appendix "C" at the annual rate and for the positions as set forth in Appendix "D," attached hereto and made a part hereof. In any case where an Employee assigned to an extracurricular activity in the 2021-2022 school year would realize a reduction in pay by following the schedules set forth in Appendix "D", said Employee will continue to be paid at the 2021-2022 rate until such time as the schedule exceeds their rate of pay. For any newly created positions meeting the definition of an extracurricular, the Association and the School District agree to commence negotiation regarding the appropriate rate of pay for such position.

#### 9.02 Travel Reimbursement

Employees required to use personal vehicles in the course of employment with the School District shall be reimbursed per mile traveled at such mileage rate as may be excludable or deductible on account of automobile travel from the income of the recipient under the Internal Revenue Code. Further, total reimbursement shall be calculated to the nearest whole cent.

No personal vehicles shall be used without prior written permission of the School District's designee. The School District may issue written memoranda to satisfy the requirement of prior written permission. Employees shall not be required to transport students in their personal vehicles.

Employees who have received the prior permission of the School District to be away from the School District in the course of employment with the School District shall be reimbursed for reasonable out-of-pocket expenses.

To obtain reimbursement for any expenses, an Employee shall be required to submit a voucher on a form approved and provided by the School District, and receipts for meals, lodging, registration, tolls, parking fees, etc. The School District shall not reimburse Employees for sales or other state taxes from which the district is exempt.

### 9.03 Payment

Wages shall be paid every two weeks either by check or direct deposit, as the School District may decide. Additionally, upon request by an Employee, the School District may cause the Employee's wages to be deposited directly to a bank account selected by the Employee. In accordance with Internal Revenue Service regulations, all professional employees must submit in writing to the School District before the beginning of each work year, an election form stating whether they want to receive bi-weekly compensation throughout the year or receive a lump sum amount in the final payroll in June. If a new hire fails to submit an election form in accordance with this section, they will be deemed to have selected a lump sum payment in the final pay of June. If an existing employee fails to submit an election form in accordance with this section, their prior year's selection shall continue in full force and effect. Election forms shall be irrevocable throughout the work year.

### 9.04 Retained Rates

No Employee shall be given a decrease in his/her pay rate by reason of the pay rates established in this Agreement.

### 9.05 New Positions

The School District may, from time to time, create new positions which carry additional compensation with them. In such event, the School District shall negotiate with the Association as to the rate of compensation. There will be no right to strike in connection with such negotiation.

### 9.06 Tax Sheltered Annuity

The School District will continue to accept (by payroll deduction) and make payments from said deductions to annuity programs but will not be responsible for the management of or tax consequences attendant to such programs. The School District will adhere to the provisions of the Federal Tax Code and other applicable federal regulations in administering such programs.

### 9.07 Credit Union

The School District shall continue its present payroll deduction plan for the credit union operated in the School District. Each Employee shall have the right to make up to four (4) deduction authorizations each school year. An authorization not changed shall be presumed to continue. Terminations may be requested at any time.

### 9.08 Retirement Benefit Options

(a) The School District shall calculate both retirement options described in 9.08(c) and (d) for a teacher planning to retire. The retirement benefit option that is the most advantageous to the retiring employee shall be paid as a non-elective employer contribution as described in 9.08 (b). No Employee shall be entitled to both payments.

(b) Payments Into a Tax Shelter Account (403(b)): The School District shall make an employer non-elective contribution to the individual's account. The amount shall be determined by section 9.08(c) or (d) of the Agreement, whichever is most advantageous to the retiring employee, provided, however, that the amount shall be up to the IRS code 415 limit for the year.

Any excess amount will be deposited in subsequent years up to the IRS limit, not to exceed past three years from the date of the separation of service, and subject to section 9.08 (f) below. There is no cash option.

(c) Option 1 (Retirement Incentive) - To the extent permitted by law, applicable governmental regulations and agencies, full-time Employees in active service who have been employed in the School District for at least twenty (20) years and who shall, on or before October 1 or the first day of their final academic semester, notify the School District in writing of their intent to retire, specifically identifying the academic semester which shall end their employment, shall receive payment of the amount indicated below upon the 30th day of June immediately subsequent to the employee's final academic semester, it being understood that a final academic semester must be a full regular semester scheduled by the School District and not a portion or portions of semesters:

(1) For each day of unused accumulated sick leave up to and including 150 days, the retiree will be entitled to receive fifty percent (50%) of the then daily substitute rate.

(2) For each day of unused accumulated sick leave from 151 days to and including 225 days, the retiree will be entitled to receive sixty-six and sixty-six hundredths percent (66.66%) of the then daily substitute rate.

(3) For each day of unused accumulated sick leave in excess of 225 days, the retiree will be entitled to receive one hundred percent (100%) of the per diem rate at Step 1 (Bachelor's) of the salary schedule.

(d) Option 2 (Superannuation/Disability/Withdrawal Increment) - To the extent permitted by law, applicable governmental regulations and agencies, full-time Employees in active service who have been employed in the School District for at least twenty (20) years and who shall, on or before October 1 or the first day of their final academic semester, notify the School District in writing of their intent to retire, specifically identifying the academic semester which shall end their employment, shall receive payment of the amount indicated below upon the 30th day of June immediately subsequent to the employee's final academic semester, it being understood that a final academic semester must be a full regular semester scheduled by the School District and not a portion or portions of semesters:

(1) The benefit to be paid hereunder shall be the product obtained by multiplying the daily rate of pay for said employee times the years of service of said employee in the School District (i.e.  $1.0 \times \text{daily rate} \times \text{years} = \text{increment}$ ).

(2) In addition, for each aggregate of twenty-five (25) days of sick leave accumulated and verified by the School District at the time of written submittal of intent to retire, the School District shall add one (1) year to the years of service for the purpose of calculating the benefit.

(e) Notwithstanding anything herein to the contrary, effective with the 2022-2023 school year, the total amount payable to any one Employee under either section 9.08 (c) or (d) shall not exceed \$37,692. Thereafter, the eligible employee maximum shall increase by the total

agreed upon salary percentage increase for that particular school year. The maximum shall increase by 3.4% to \$38,974 for 2023-2024, and by 3.4% to \$40,299 for 2024-2025, and by 3.4% to \$41,669 for 2025-2026, and by 3.4% to \$43,085 for 2026-2027.

(f) Upon the giving of written notice of intention to retire and the acceptance thereof by the School District, retirement shall be mandatory.

(g) Entitlement to the payment under either of the above options shall be subject to the Employee's retirement both from employment by the School District and from all teaching or employment in the public schools of Pennsylvania which is part of or affiliated with the Public School Employees Retirement System of the Commonwealth of Pennsylvania or any successor thereof.

(h) Employees who decide to retire should provide notice to the School District as early as possible. If notice is not given on or before October 1 or the first day of the Employee's final academic semester, the School District shall not be required to pay the aforesaid options but may do so if, in the School District's sole discretion, the Employee was unable to give said notice or it is in the interest of the School District.

#### 9.09 Graduate Credit Reimbursement

Effective with the commencement of this Agreement, the School District shall reimburse each Employee who is not otherwise reimbursed at the lesser of the actual cost or the State System of Higher Education in-state graduate tuition rate in effect at the time the course was initiated for each qualifying graduate credit earned by said Employee up to a maximum of twelve (12) in any one school budget year. The following shall be required to qualify a credit for reimbursement:

(a) The credit shall have the prior approval of the School District and thereafter shall be earned at a fully accredited institution, the credits of which are acceptable for Pennsylvania teacher certification;

(b) Unless otherwise agreed in writing by the School District, the credit shall be in an area in which the Employee has Pennsylvania teacher certification;

(c) The Employee shall have received a satisfactory grade for the credit (B or better);  
and

(d) Within six (6) months of completion, the Employee shall furnish the School District with satisfactory evidence from the Office of the Registrar of the institution where the credits were taken of successful completion of the credit.

The Employee shall not receive reimbursement for any correspondence courses, audio tape and/or videotape courses, courses televised by commercial or public broadcasting stations, or any three (3) credit courses of instruction of less than one (1) week, i.e., five (5) days in duration. Web-based courses may qualify for reimbursement if the course is pre-approved in writing by the School District. The School District's decision whether to approve the program shall not be subject to the grievance or arbitration procedure in this Agreement.

Subject to the conditions above, the School District will financially assist those Employees who have not acquired the credits necessary for initial permanent certification, i.e., a Level II certificate. In such instances, the School District will pay the lesser of the actual cost or the State System of Higher Education in-state graduate tuition rate for six (6) graduate credits per year to a maximum of twelve (12) graduate credits. To receive reimbursement, Employees must match the School District's tuition contribution by paying for an equal and concurrent number of hours.

Employees must remain employed by the School District for a minimum period of two (2) years following completion of credit reimbursement. Employees who do not remain employed shall be subject to the following (subject to the School District's discretion):

- Leaving within one (1) year of completion of the course(s), employees shall repay 100% of tuition reimbursement received.
- Leaving within two (2) years of completion of the course(s), employees shall repay 50% of tuition reimbursement received.

The language in the paragraphs above shall also apply to state-mandated professional development credits completed at the graduate level and within the Employee's certification and/or area of teaching assignment, unless waiver is preapproved in writing by the School District.

#### 9.10 Exemplary Effort Recognition

The School District desires to recognize exemplary effort of its Employees through awards having a monetary value. Such awards shall not necessarily be cash bonuses but might include payment to attend conferences or for substitute pay so that the exemplary teacher might be able to benefit from time away from the classroom for the purpose of sharing his/her successes with other Employees or pursuing valuable experiences in other school districts or at conferences. Accordingly, the School District requests a commitment from the Association to discuss such merit arrangements in a meet and discuss atmosphere, in accordance with the provisions of paragraph 12.00 herein, with the aim of drafting a Memorandum reflecting the parties' mutual interest and agreement.

#### 9.11 IEP Compensation

Special Education teachers shall be paid \$1,000 annually to compensate them for drafting and administering the implementation of Individual Education Plans for students. Said compensation shall be paid as \$400, payable in bi-weekly installments pursuant to the normal payroll schedule, with the remaining \$600 to be payable in lump sum upon the Employee's timely and accurate completion of the required IEP paperwork. This compensation shall replace all other IEP or special education stipends previously payable to special education teachers.

### ARTICLE X – Insurance and/or Self-Insured Benefits

#### 10.00 Medical/Hospital - Current Employees

The School District shall provide the health benefit options set forth below in Section 10.01. The costs for both plans will be structured into five (5) tiers as follows:

1. Employee only
2. Employee and one (1) child
3. Employee and two (2) or more children
4. Employee and spouse
5. Family

10.01 Plan Options

**A. OPTION 1: PPO 600**

(For more details, see Appendix “E” for the Summary of Benefits Chart)

In-Network – Capital BlueCross and BlueCard:

Deductible	\$600/\$1,200
Coinsurance	0%
Annual OOP Maximum	\$4,000 Individual/\$8,000 Family
Office Visit	\$35
Specialist	\$45
ER	\$100 (waived if admitted)
Urgent Care	\$50
Retail Rx	\$15/\$30/\$45
Mail Rx	\$15/\$30/\$45
Preventive Care	100% Covered

Employee Cost Share: 15% with participation in Wellness Program and 20% if not. To qualify for the reduced cost share, Employees and the Employee’s spouse (if enrolled), must provide written confirmation of the completion of the requirements for participation in the Wellness Program no later than December 31st of the preceding year. The requirements of the Wellness Program are set forth in Appendix “G”. Employee cost share shall be through payroll deduction, or direct payments in a timely manner by the Employee where payroll deduction is not available.

**B. OPTION 2: Qualified High Deductible Plan with Health Savings Account (“QHDP/HSA”)**

(For more details, see Appendix “F” for the Summary of Benefits Chart)

In-Network – Capital BlueCross and BlueCard:

Deductible	\$2,000/\$4,000
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HSA Funding by School District: The School District’s contribution to the deductible for employees enrolled in the Health Savings Account will be \$1,250/\$2,500 with participation in Wellness Program and \$750/\$1,500 without participation in Wellness Program. Employees must complete the requirements for participation no later than December 31<sup>st</sup> of each year in order to qualify for the enhanced contribution for the following year.



Coinsurance	0%
Annual OOP Maximum	\$4,000/Individual/\$8,000Family
Office Visit	Covered after deductible
Specialist	Covered after deductible
ER	Covered after deductible
Urgent Care	Covered after deductible
Retail Rx	\$15/\$30/\$45 after deductible
Mail Rx	\$15/\$30/\$45 after deductible
Preventive Care	100% Covered

Employee Cost Share: 10% (to be paid through payroll deduction or direct payment in a timely manner by the Employee where payroll deduction is not available).

The School District shall pay the cost of any and all monthly service fees that may be charged by the administrator of the HSA account.

School District Contribution to HSA:

1. The School District’s standard contribution to the Employee’s HSA shall be payable in lump sum and processed with the first payroll in January of each year.

2. The School District’s enhanced contribution to the Employee’s HSA for participation in the Wellness Program shall be payable in lump sum on or before January 31<sup>st</sup> of each year for employees who elect to participate in the Wellness Program. Thereafter, to qualify for the enhanced contribution, the Employee (and the Employee’s spouse, if enrolled) must provide written confirmation of completion of the requirements for participation in the Wellness Program no later than December 31<sup>st</sup> of the preceding year. The requirements of the Wellness Program are set forth in Appendix “G”.

3. The below schedule for the proration of contributions will be used for newly hired Employees, Employees who have a change in health benefit option from Employee only to some other category (such as, Employee and one (1) child, Employee and spouse, etc.) as well as Employees who enroll in the Wellness Program after December 31<sup>st</sup> of each year.

<u>First Day of Employment</u>	<u>Percentage of Full Contribution*</u>
On or before January 31	100%
February 1 – March 31	90%
April 1 – May 31	75%
June 1 – July 31	60%
August 1 – September 30	45%
October 1 – November 30	30%
December 1 – December 31	15%

\*Employees hired on a temporary basis for at least ninety (90) work days shall be entitled to a School District contribution (if enrolled in the HSA) that is prorated on the basis of their period of employment as a percentage of the work year. For example, an employee hired to teach one (1) semester shall be entitled to 50% of the annual contribution. Such School District contributions will be paid in lump sum, within thirty (30) days of the first day of employment.

#### 10.02 Spousal Surcharge

Spouses of Employees who are employed full time (i.e., an average of 30 hours per week, or an average of at least 130 hours per month, as defined in the Affordable Care Act and further clarified in regulations) and through such employment are eligible for employer-provided medical benefits compliant with the Affordable Care Act (ACA), may be covered by the School District’s medical benefits, but only at an increased rate of contribution by the employee in addition to the premium share/Employee cost. These amounts shall be payable by payroll deduction (or direct payments in a timely manner where payroll deduction is not available), as follows:

Calendar Year	Surcharge	Pays	Deduction
2022	\$3,600	26	\$138.46
2023	\$3,900	26	\$150.00
2024	\$4,200	26	\$161.53

Effective January 1, 2025, spouses of Employees who are employed full time (i.e., an average of 30 hours per week, or an average of at least 130 hours per month, as defined in the Affordable Care Act and further clarified in regulations) and through such employment are eligible for employer-provided medical benefits compliant with the Affordable Care Act (ACA), shall be ineligible to participate in the School District’s medical benefits.

Spouses who are not employed or who are employed but not eligible for qualifying health benefits through that employment shall, along with the employee, complete and sign an Affidavit confirming that the spouse is: (a) not employed; or (b) employed but not eligible for qualifying health benefits provided by that employment. The Affidavit shall include authorization for the School District to verify any information provided in the Affidavit. The form of the Affidavit is attached hereto as Appendix “H”.

#### 10.03 Spousal Dental/Vision Coverage

Regardless of a spouse’s eligibility for medical benefits through his/her employer, with or without payment of a surcharge, spouses shall continue to have coverage at no additional cost under the dental and vision benefits provided pursuant to this Agreement.

#### 10.04 Medical/Hospital—Retired Employees

To the extent permitted by the carrier of the then current plan, if any, the retired employees of the bargaining unit shall be permitted to retain medical/hospital coverage as members of the unit group until age 65 by paying the cost thereof in advance to the School District at such time or

times as the School District shall direct. If the Employee fails to make payment by the due date set by the School District, both the employee and the Association shall be notified of such failure. Failure by the Employee to make payment to the School District within fifteen (15) days of said notice automatically shall terminate any further right of the Employee (or dependents) to participate in the program. It is understood that the School District will make no contribution to the HSA of a retired employee. However, retirees enrolled in the HSA may continue coverage in that plan or may enroll in the PPO 600 plan at the time of the next open enrollment period.

#### 10.05 Medical/Hospital - Surviving Dependents

To the extent permitted by the carrier of the then current plan, if any, the surviving dependents of a deceased employee shall continue to have the cost of their medical/hospital coverage paid by the School District, to the same extent as if the Employee had not died until either the August 31 next succeeding the death of the Employee or the 180th calendar day succeeding the death of the employee, whichever shall last occur. It is understood that the School District will make no contribution to the HSA of a deceased employee. However, the surviving dependents shall have the option to enroll in the PPO 600 plan following receipt of a COBRA notice, following the Employee's death. Additionally, to the extent permitted by the carrier of the then current plan, if any, the surviving dependents of a deceased Employee shall be permitted to retain medical/hospital coverage as members of the unit group for a period of thirty six (36) months immediately following the aforesaid August 31 by paying the full cost thereof in advance to the School District at such time or times as the School District shall direct. If the surviving dependents fail to make payment by the due date set by the School District, both the dependents and the Association shall be notified of such failure. Failure by the dependents to make payment to the School District within fifteen (15) days of said notice automatically shall terminate any further right of the dependents to participate in the program. Again, the School District will not make any contribution if the surviving dependent or dependents have elected to maintain coverage under the HSA option.

#### 10.06 Medical/Hospital - Suspended Employees

To the extent permitted by the carrier of the then current plan, if any, employees who are "suspended" (on layoff) as defined in the School Code, shall be permitted to retain medical/hospital and life insurance coverage by paying the full cost thereof in advance to the School District at such time or times as the School District shall direct. If the Employee fails to make payment by the due date set by the School District, both the employee and the Association shall be notified of such failure. Failure by the Employee to make payment to the School District within fifteen (15) days of said notice automatically shall terminate any further right of the Employee (or dependents) to participate in the program. No additional School District contribution to the HSA account of a suspended employee shall be made until such time as the Employee may be reinstated as a School District Employee.

#### 10.07 Dental Care

The School District shall pay the current premium cost for Blue Shield Basic Dental Care Protection or its equivalent for each Employee and each Employee's dependents (as defined by Blue Cross and Blue Shield or an equivalent plan, but to include full time student dependents to age 25, which equivalent shall include both third party administration and direct reimbursement plans, to include 100 percent UCR (usual, customary, and reasonable) coverage for diagnostic,

preventive, restorative, oral surgery, endodontic and periodontic services, and 50 percent UCR coverage for single connected inlays, onlays, and crowns (none of which is part of a fixed bridge or are splinted together). Benefits payable under the Program shall be limited to a maximum of \$1,000.00 per person for services rendered in any calendar year. A copy of the dental insurance benefit grid is attached hereto in Appendix "I" and thereby made a part of this contract.

#### 10.08 Vision Care

The School District shall pay the entire premium cost attributable to each Employee and eligible Employee dependents for vision care insurance provided through PSEA Health and Welfare Fund or its equivalent. A copy of the vision insurance benefit grid is attached hereto in Appendix "J" and thereby made a part of this contract. The enhanced benefits denoted in the Appendix "J" benefit grid are effective January 1, 2023.

#### 10.09 Automobile Insurance

The School District will continue to maintain excess coverage insurance for the Employee who is required to use his/her private automobile as transportation for a school function. The plan provided by the School District shall be substantially the same plan as was in effect for the 1996-97 school year. The Employee's individual insurance shall be the first insurance relied upon in the event of a claim.

#### 10.10 Worker's Compensation

The School District will comply with the law of Pennsylvania in affording worker's compensation for employees.

#### 10.11 Tuberculin Skin Test

To the extent a tuberculin chest X-ray is required, the School District will make available to the Employee a Tuberculin Skin Test if the School District determines that said test is an acceptable alternative for a chest X-ray.

Should a test in addition to the Skin Test be advisable, the School District will provide and the Employee, at the Employee's expense, will take the same. The Employee shall receive a report of the results of such test.

#### 10.12 Life Insurance

The School District shall pay the premium for a term life insurance plan of its selection with said plan to provide each Employee with a forty thousand dollar (\$40,000.00) death benefit.

#### 10.13 Disability Benefits

The School District shall provide a payroll slot for Employees to voluntarily purchase, at his/her own expense, disability insurance benefits through the PSEA Health and Welfare Fund recommended vendor. The School District also agrees to transmit any necessary information and payments from the Employees to the provider.

#### 10.14 Scope of School District's Obligations

The School District shall be deemed to have fulfilled its obligations under this Agreement if it obtains insurance, adopts a self-funded plan, or participates or joins in a pool or trust, which provides the "plan of benefits" defined in this Agreement. In the event that any benefit is denied by any applicable insurer, self-funded plan, pool or trust, the sole and exclusive remedy of the Employee or, if applicable, the spouse or dependent is to utilize the applicable appeal process set forth in the applicable insurance policy, self-funded insurance plan, pool or trust. So long as the School District has obtained insurance, adopted a self-funded plan, or participate in a pool or trust providing the benefits required, arbitration under this Agreement shall not be available with respect to any claim or grievance by any Employee (for himself/herself, or his/her spouse or dependent) for any benefit.

#### 10.15 Plan of Benefits, Defined

The term "plan of benefits" shall mean the particular benefits that are identified in this Agreement and shall not include any other feature or provision of the insurance policy, self-funded plan, pool or trust. The School District may provide benefits in excess of those identified in the applicable "plan of benefits." In the event that the School District provides benefits in excess of the required "plan of benefits," the School District may eliminate any excess benefits at any time, so long as the benefits provided meet the defined "plan of benefits."

#### 10.16 Benefits for Part-Time Employees

The benefits outlined in this Article are applicable only to employees having at least a .5 assignment unless the School District hires more than fifteen (15) Employees with less than .5 assignments. If the School District hires more than fifteen (15) Employees at less than .5 assignments, the School District shall provide all such Employees the opportunity to obtain benefits as outlined in this Article.

### ARTICLE XI - Conformity to Law - Saving Clause

#### 11.00 Unlawful Provision

If any provision or the enforcement or performance of any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the law, then it shall be deemed restored in full force and effect as if it had never been in conflict with the law. In the event that legislation is enacted which amends the provisions of the School Code, or other applicable laws or regulations, such legislation shall be implemented coincident with its effective date.

#### 11.01 Remaining Provision

If any provision of this Agreement or the application of such provision to any person or circumstances shall be held invalid, the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

## ARTICLE XII - Association Privileges

### 12.00 Meet and Discuss Committee

A Meet and Discuss Committee shall be continued. Each party shall have the right to designate four (4) representatives to the Meet and Discuss Committee. The parties may change their representatives from time to time.

Unless the parties otherwise agree, the Meet and Discuss Committee shall meet at least each month at a time and place convenient to both parties.

The Meet and Discuss Committee shall have a chairperson who shall be responsible for scheduling the meetings of the Meet and Discuss Committee. Each party shall have the right to designate alternately the chairperson, commencing with the execution of this Agreement. The initial chairperson shall be designated by the Association, and two (2) months thereafter the successor shall be designated by the School District. The Chair shall "rotate" every two (2) months, but the incumbent chairperson shall serve until the appropriate party designates the successor.

The purpose of the Meet and Discuss Committee shall be to meet and discuss matters affecting the operation of the School District. The Meet and Discuss Committee, upon majority vote of the representatives in attendance may make such recommendations to the School District as the Meet and Discuss Committee shall deem appropriate. The chairperson shall conduct the meetings of the Meet and Discuss Committee.

Employees shall not perform activities in connection with the Meet and Discuss Committee during work hours nor shall they be paid for such activities. Meetings of the Meet and Discuss Committee shall not be scheduled during work hours unless the School District grants released time to the Employees.

### 12.01 Bulletin Board

The School District shall make posting space in the designated faculty lounge of each building available to the Association for use in posting routine announcements, but not for solicitations for funds for political activities. All announcements must be presented to the building Principal prior to posting.

### 12.02 Mail Facilities

The Association may make reasonable use of the message distribution facilities operated by the School District within the School District. Such use shall be limited to the sending of routine announcements. Material sent through said facilities shall be neither critical of nor in opposition to the School District or any of its employees. Copies of all material distributed through the School District's message facilities shall be given at the time of distribution to the building Principals of the buildings in which distribution is made. Said facilities shall not be used to make solicitation for political activities. Violation of any part of this paragraph shall give the School District the right thereafter to withdraw the use of said facilities from the Association for such period as the School District deems appropriate, to include a withdrawal for the term of this Agreement.

12.03 Use of Rooms

The School District will endeavor when possible, to make available to the Association the use of school rooms for Association meetings being held after school hours on non-duty time. To obtain the use of a room, the Association shall obtain the permission of the Principal of the building concerned. The Association shall be responsible for any damage caused during its use of school facilities and shall, on each occasion, leave such facilities in good order and repair. Such meetings shall be conducted in an orderly fashion in the room designated by the Principal and shall not be disruptive of the use of the school by others.

12.04 Complimentary Tickets

A faculty athletic pass will be issued to each Employee. Said pass shall admit the Employee and one guest to athletic events held by the School District’s students, to the extent seating space is available (it being understood that the School District’s students shall have priority in attendance), but shall not admit anyone to any fund raising event. Said passes shall be non-transferable. Should a person other than the Employee use or attempt to use the Employee’s pass, the School District shall have the right to withdraw said pass for such period as the School District deems appropriate, to include a withdrawal for the term of this Agreement.

12.05 Vending Machines

To the extent, in the School District’s judgment, it is reasonably convenient so to do, the School District shall maintain vending machines in its various school buildings. The net proceeds from said vending machines shall be used for the benefit of the School District’s Employees in the respective buildings.

12.06 Board Meetings

The School District shall notify the Association of such meetings of the School Board as are open to the public and shall also provide the Association with a copy of any advance agenda which is to be publicly distributed to the extent the same is available. Further, the School District will provide the Association with a copy of any publicly distributed minutes of School Board meetings, but such copy shall not have any attachments or exhibits.

12.07 Statutory Rights

This Agreement shall not be construed to restrict or deny any rights granted to Employees under the School Code.

12.08 IRS Section 125 Plan

The School District will establish an IRS Section 125 plan for tax-deferred employee benefits in which Employee participation will be optional.

12.09 Transfer/Reassignment Committee

The School District and the Association shall form a committee composed of a total number of members to be agreed upon by the parties with an equal number of committee members to be appointed by the School District and an equal number of committee members to be appointed

by the Association. This committee, designated Transfer/Reassignment Committee, will examine and recommend alternatives for cooperative reassignment of staff.

## ARTICLE XIII - Employer's Rights

### 13.00 Control of School System

Recognizing that the successful operation of the School District depends upon the cooperation of the parties hereto, it specifically is understood and agreed that the School District shall have the exclusive right to supervise, manage and control the operation of its school system, to include, inter alia, the rights to hire, discharge, assign, suspend, transfer, promote, demote, maintain order, efficiency and discipline, to determine methods, policy, equipment, books, materials, processes and other items to be used, job classifications to be employed, employee qualifications, working forces, schedules, number of employees and classifications to be employed, to introduce or discontinue any program, to subcontract and outcontract or otherwise acquire outside services and to require Employees to observe rules issued by the School District from time to time not inconsistent with this Agreement. The foregoing statement of School District's rights shall not be deemed to exclude other functions not therein specifically set forth. The School District shall not exercise any rights in violation of this Agreement. The School District specifically retains the right to exercise all powers and rights granted or not denied to the School District under the laws of Pennsylvania (including the School Code).

## ARTICLE XIV - Safety and Health

### 14.00 Rest Rooms

The School District shall continue to maintain sanitary wash rooms and toilet facilities.

### 14.01 Safety

(a) The School District shall continue to afford all reasonable precautions to protect the health and safety of its Employees during their work. Safety appliances, methods, drills and instruction, if required by the School District, shall be used by the Employees.

(b) Unsafe conditions shall be immediately reported in writing by the Employee concerned to the Principal of the building to which such Employee primarily is assigned. The Principal shall acknowledge in writing to the Employee receipt of the written report on a copy thereof within five (5) calendar days of receiving the report.

(c) Employee attendance shall not be required whenever student attendance is not required because of inclement weather

(d) Employees shall be required to abide by such procedures as may be established by the School District for implementation of emergency procedures in the event of an unusual situation.



## ARTICLE XV - Management Work

### 15.00 Supervisory Personnel

While the School District desires that no bargaining unit work shall be done by the School District's supervisory personnel, it shall be permissible for the School District to assign unit work to supervisory personnel when it deems the same appropriate.

## ARTICLE XVI - Labor Peace

### 16.00 Strikes, Etc.

(a) Under no circumstances shall the Association or any Employee, individually or collectively, cause, permit or take part in any strike, sitdown, slowdown, picketing, stayin, limitation, curtailment or restriction of production or interference with work in or about the School District school system or in the movement of goods, materials or persons in or about the School District school system whether from building to building or otherwise or between the school system and any place outside of the School District school system. Under no circumstances shall the Association or any Employee honor or refuse to cross any picket line where such honoring or refusal may affect the operation of the school system.

(b) In the event of the occurrence of any activity described in this Paragraph, the Association immediately shall publicly disavow such activity, post notice at the schools that such action is unauthorized and a violation of this Agreement and order its members immediately to cease and desist from such activity. In the event a picket line for any cause shall be established at any property of the School District, the Association, upon request of the School District, promptly shall urge its members to report to work at their scheduled time notwithstanding the existence of such picket line.

## ARTICLE XVII - Termination Clause

### 17.00 Term

The term of this Agreement shall be from September 1, 2022, up to and including August 31, 2027, and shall continue in full force and effect from year to year thereafter, unless written notice of desire to cancel or terminate this Agreement is given.

## ARTICLE XVIII - Miscellaneous

### 18.00 Demands, Proposals and Waivers

The School District and the Association acknowledge that during the negotiations which resolved in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been with the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed this Agreement.

#### 18.01 Equality of Application

In the continuance of the policy established and maintained by the School District, the School District and the Association agree that the provisions of the Agreement shall apply equally to all Employees covered by this Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither the School District nor the Association will discriminate against any Employee on account of race, color, national origin, sex, sexual orientation, age, marital status or handicap.

#### 18.02 Partial Invalidity

In the event that any of the provisions of the Agreement shall be or become legally invalid or unenforceable such provisions shall be deemed void as of such invalidity or unenforceability. Such invalidity or unenforceability shall not affect the remainder of the provisions of this Agreement. Should a substitute provision be necessary, the Association or the School District shall have the right to negotiate for the same, but in no event shall the Association have a right to strike.

#### 18.03 Part-Time Employees

The School District may continue to employ part-time Employees. The wages and working conditions of such Employees shall be determined pursuant to the procedure permitted by the School Code.

#### 18.04 Summer School, Homebound Instruction, Extension and Supplemental Program

The School District may offer summer school, homebound instruction, extension and supplemental programs (to include driver's education outside of school hours) as provided in the School Code. Such programs shall be governed by said Code and shall not be subject to the terms of this Agreement. The foregoing notwithstanding, the rate of pay for said service shall be as defined in Appendix "D" of this Agreement.

Employees required to use personal vehicles in the course of presenting homebound instruction shall be reimbursed per mile traveled at the rate accepted by the Internal Revenue Service with mileage to be calculated as the shortest of: (1) the distance from the Employee's home to the place of instruction; or (2) the distance from the school within the attendance area of the student's residence which is or, but for special assignment, would be the school attended by the student to the place of instruction.

#### 18.05 Tenure

Tenure shall be controlled by the provisions of the School Code.

#### 18.06 Assault

Employees who are assaulted in the course of their employment promptly shall report the same to their Principal or other immediate supervisor. If, as a result of activities properly

undertaken by an Employee in connection with the exercise of the Employee's duties, a criminal charge or charges are brought against the Employee by someone other than the School District, and the Employee is acquitted thereof, the School District shall pay reasonable attorney's fees and court costs incurred by the Employee in the defense of said criminal charges. For the purpose of this section an Employee's "duties" shall be deemed to include activities undertaken by Employees at "school events" taking place before and after the usual school day such as athletic contests, social events, etc.

#### 18.07 Student Evaluation

Teachers shall have the initial responsibility of determining the grades and evaluations of students. No grade or evaluation of a student so determined shall be changed without notice to and the offer of a conference with the teaching Employee who made the initial determination thereof. Notice shall be by mail to the last address given to the School District by the teacher.

#### 18.08 No Substitute Benefits

The benefits set forth in this Agreement shall be the exclusive benefits available to the Employees. Employees shall not be given monetary payments or other benefits in lieu of the benefits herein provided.

#### 18.09 Modification

This Agreement shall not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

#### 18.10 Captions

The captions, section numbers and index appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or articles of this Agreement nor in any way affect this Agreement.

#### 18.11 Multiple Counterparts

This Agreement may be executed in multiple counterparts, each of which, for all purposes, shall be considered an original.

18.12 Copies of Agreement

The School District, at its own cost, shall provide hard copies of this Agreement to all Employees.

WEST SHORE SCHOOL DISTRICT

WEST SHORE EDUCATION ASSOCIATION

By: *Brian Guistwhite*

By: *Jennifer Anderson*

\_\_\_\_\_  
President

\_\_\_\_\_  
President

By: *Ryan Argot*

By: *Kevin Downs*

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

Date: 9/8/22

Date: 9/8/22

APPENDIX "A"

**West Shore School District**  
**Professional Employee Status Report**  
**SCHOOL YEAR: \_\_\_\_\_**

The purpose of this report is to comply with Section 4.01 of this Agreement and, while it does advise the employee of current work assignments, it is not an employment contract.

**Degree and Step Information for this School Year**

--	--	--	--	--	--	--	--	--	--

**Assignment Information for this School Year**

--	--	--	--	--	--

Note: Assignment titles for professional staff are based on assignments as reported to PDE for PIMS submission.

**Payroll Information for this School Year**

--	--	--	--	--	--	--	--	--	--

Payroll information includes extra duty assignments and salaries.

**Please note:** Hourly rates comply with the extra duty responsibility schedule. Since compensation is contingent upon actual hours worked, hourly rates are not reflected in the grand total.

APPENDIX "B-1"

WEST SHORE SCHOOL DISTRICT

Grievance Form

Step 1

NOTICE: This Grievance Form must be completed fully and legibly and presented in compliance with the time requirements for each step at which it is presented.

Name of Grievant(s) \_\_\_\_\_

Date of event(s) upon which grievance is based \_\_\_\_\_

Location of event(s) upon which grievance is based \_\_\_\_\_

School to which Grievant is assigned \_\_\_\_\_

Name of Principal of school to which Grievant is assigned \_\_\_\_\_

Name of Grievant's Building Representative \_\_\_\_\_

Has Grievant notified Grievant's Building Representative of filing of grievance \_\_\_\_\_

Section(s) of Agreement upon which grievance is based \_\_\_\_\_

Statement of events giving rise to grievance \_\_\_\_\_

Relief Requested: \_\_\_\_\_

Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Received by \_\_\_\_\_  
Signature of Administrator

Date \_\_\_\_\_

Time \_\_\_\_\_

By Board:

Date Presented \_\_\_\_\_

Disposition, if any \_\_\_\_\_

Signature of Board Representative \_\_\_\_\_

APPENDIX "B-2"

WEST SHORE SCHOOL DISTRICT

Grievance Form

Step 2

I am presenting a grievance pursuant to  
Procedure Step 2 of the Agreement

Name of Grievant(s) \_\_\_\_\_

Date Grievance Filed \_\_\_\_\_

Statement of events giving rise to grievance\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*NOTE: If more than one grievance has been filed, identify specifically the grievance being presented under this Step, to include Section(s) of Agreement upon which grievance is made.

Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Received by \_\_\_\_\_  
Signature of Superintendent

Date \_\_\_\_\_

Time \_\_\_\_\_

By Board:

Date Presented \_\_\_\_\_

Disposition, if any \_\_\_\_\_

Signature of Board Representative \_\_\_\_\_

APPENDIX "B-3"

WEST SHORE SCHOOL DISTRICT

Grievance Form

Step 3

I am presenting a grievance pursuant to  
Procedure Step 3 of the Agreement

Name of Grievant(s) \_\_\_\_\_

Date Grievance Filed \_\_\_\_\_

Statement of events giving rise to grievance\* \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*NOTE: If more than one grievance has been filed, identify specifically the grievance being presented under this Step, to include Section(s) of Agreement upon which grievance is made.

Date Filed: \_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant

Received by \_\_\_\_\_  
Signature of Board Representative

Date \_\_\_\_\_

Time \_\_\_\_\_

By Board:

Date Presented \_\_\_\_\_

Disposition, if any \_\_\_\_\_

Signature of Board Representative \_\_\_\_\_



APPENDIX “C-1”

West Shore Salary Schedule Step Movement Chart												
From Each Step in 2021-2022 Base Year to Each Step in 2026-27												
2021-2022 Base Year		2022-23		2023-24		2024-25		2025-26		2026-27		
Old Numbering System	Steps to the Top	Steps from the Start	Steps to the Top	Steps from the Start	Steps to the Top	Steps from the Start	Steps to the Top	Steps from the Start	Steps to the Top	Steps from the Start	Steps to the Top	
										1	17	
								1	17	2	16	
						1	17	2	16	3	15	
				1	17	2	16	3	15	4	14	
		1	17	2	16	3	15	4	14	5	13	
1	17	2	16	3	15	4	14	5	13	6	12	
2	16	3	15	4	14	5	13	6	12	7	11	
3	15	4	14	5	13	6	12	7	11	8	10	
4	14	5	13	6	12	7	11	8	10	9	9	
5	13	6	12	7	11	8	10	9	9	10	8	
6	12	7	11	8	10	9	9	10	8	11	7	
7	11	8	10	9	9	10	8	11	7	12	6	
8	10	9	9	10	8	11	7	12	6	13	5	
9	9	10	8	11	7	12	6	13	5	14	4	
10	8	11	7	12	6	13	5	14	4	15	3	
11	7	12	6	13	5	14	4	15	3	16	2	
12	6	13	5	14	4	15	3	16	2	17	1	
13	5	14	4	15	3	16	2	17	1	18	Top	
14	4	15	3	16	2	17	1	18	Top	18	Top	
15	3	16	2	17	1	18	Top	18	Top	18	Top	
16	2	17	1	18	Top	18	Top	18	Top	18	Top	
17	1	18	Top	18	Top	18	Top	18	Top	18	Top	
18	Top	18	Top	18	Top	18	Top	18	Top	18	Top	

To track your movement through the schedule toward the Top Step, find your step in the 2021-22 (Base Year) year and then move horizontally across the columns to see which steps you will move to.

APPENDIX “C-2”

WEST SHORE							
2022-2023 (Year 1)							
<u>From Top</u>	<u>Step</u>	Bachelors	B+15	Masters	M+15	M+30	Doctorate
17	1	54,335	59,327	62,545	66,144	68,420	70,696
16	2	55,335	60,327	63,545	67,144	69,420	71,696
15	3	56,335	61,327	64,545	68,144	70,420	72,696
14	4	57,335	62,327	65,545	69,144	71,420	73,696
13	5	58,335	63,327	66,545	70,144	72,420	74,696
12	6	59,335	64,327	67,545	71,144	73,420	75,696
11	7	60,335	65,327	68,545	72,144	74,420	76,696
10	8	61,335	66,327	69,545	73,144	75,420	77,696
9	9	62,335	67,327	70,545	74,144	76,420	78,696
8	10	63,335	68,327	71,545	75,144	77,420	79,696
7	11	64,335	69,327	72,545	76,144	78,420	80,696
6	12	65,335	70,327	73,545	77,144	79,420	81,696
5	13	66,335	71,327	74,545	78,144	80,420	82,696
4	14	67,335	72,327	75,545	79,144	81,420	83,696
3	15	68,335	73,327	76,545	80,144	82,420	84,696
2	16	69,335	74,327	77,545	81,144	83,420	85,696
1	17	70,335	75,327	78,545	82,144	84,420	86,696
Top	18	71,335	76,327	79,545	83,144	85,420	87,696

APPENDIX “C-3”

WEST SHORE							
2023-2024 (Year 2)							
<u>From Top</u>	<u>Step</u>	Bachelors	B+15	Masters	M+15	M+30	Doctorate
17	1	56,119	61,111	64,329	67,928	70,204	72,480
16	2	57,119	62,111	65,329	68,928	71,204	73,480
15	3	58,119	63,111	66,329	69,928	72,204	74,480
14	4	59,119	64,111	67,329	70,928	73,204	75,480
13	5	60,119	65,111	68,329	71,928	74,204	76,480
12	6	61,119	66,111	69,329	72,928	75,204	77,480
11	7	62,119	67,111	70,329	73,928	76,204	78,480
10	8	63,119	68,111	71,329	74,928	77,204	79,480
9	9	64,119	69,111	72,329	75,928	78,204	80,480
8	10	65,119	70,111	73,329	76,928	79,204	81,480
7	11	66,119	71,111	74,329	77,928	80,204	82,480
6	12	67,119	72,111	75,329	78,928	81,204	83,480
5	13	68,119	73,111	76,329	79,928	82,204	84,480
4	14	69,119	74,111	77,329	80,928	83,204	85,480
3	15	70,119	75,111	78,329	81,928	84,204	86,480
2	16	71,119	76,111	79,329	82,928	85,204	87,480
1	17	72,119	77,111	80,329	83,928	86,204	88,480
Top	18	73,119	78,111	81,329	84,928	87,204	89,480

APPENDIX “C-4”

WEST SHORE							
2024-2025 (Year 3)							
<u>From Top</u>	<u>Step</u>	Bachelors	B+15	Masters	M+15	M+30	Doctorate
17	1	58,020	63,012	66,230	69,829	72,105	74,381
16	2	59,020	64,012	67,230	70,829	73,105	75,381
15	3	60,020	65,012	68,230	71,829	74,105	76,381
14	4	61,020	66,012	69,230	72,829	75,105	77,381
13	5	62,020	67,012	70,230	73,829	76,105	78,381
12	6	63,020	68,012	71,230	74,829	77,105	79,381
11	7	64,020	69,012	72,230	75,829	78,105	80,381
10	8	65,020	70,012	73,230	76,829	79,105	81,381
9	9	66,020	71,012	74,230	77,829	80,105	82,381
8	10	67,020	72,012	75,230	78,829	81,105	83,381
7	11	68,020	73,012	76,230	79,829	82,105	84,381
6	12	69,020	74,012	77,230	80,829	83,105	85,381
5	13	70,020	75,012	78,230	81,829	84,105	86,381
4	14	71,020	76,012	79,230	82,829	85,105	87,381
3	15	72,020	77,012	80,230	83,829	86,105	88,381
2	16	73,020	78,012	81,230	84,829	87,105	89,381
1	17	74,020	79,012	82,230	85,829	88,105	90,381
Top	18	75,020	80,012	83,230	86,829	89,105	91,381

APPENDIX “C-5”

WEST SHORE							
2025-2026 (Year 4)							
<u>From Top</u>	<u>Step</u>	Bachelors	B+15	Masters	M+15	M+30	Doctorate
17	1	60,061	65,053	68,271	71,870	74,146	76,422
16	2	61,061	66,053	69,271	72,870	75,146	77,422
15	3	62,061	67,053	70,271	73,870	76,146	78,422
14	4	63,061	68,053	71,271	74,870	77,146	79,422
13	5	64,061	69,053	72,271	75,870	78,146	80,422
12	6	65,061	70,053	73,271	76,870	79,146	81,422
11	7	66,061	71,053	74,271	77,870	80,146	82,422
10	8	67,061	72,053	75,271	78,870	81,146	83,422
9	9	68,061	73,053	76,271	79,870	82,146	84,422
8	10	69,061	74,053	77,271	80,870	83,146	85,422
7	11	70,061	75,053	78,271	81,870	84,146	86,422
6	12	71,061	76,053	79,271	82,870	85,146	87,422
5	13	72,061	77,053	80,271	83,870	86,146	88,422
4	14	73,061	78,053	81,271	84,870	87,146	89,422
3	15	74,061	79,053	82,271	85,870	88,146	90,422
2	16	75,061	80,053	83,271	86,870	89,146	91,422
1	17	76,061	81,053	84,271	87,870	90,146	92,422
Top	18	77,061	82,053	85,271	88,870	91,146	93,422

APPENDIX “C-6”

WEST SHORE 2026-2027 (Year 5)							
<u>From Top</u>	<u>Step</u>	Bachelors	B+15	Masters	M+15	M+30	Doctorate
17	1	62,250	67,242	70,460	74,059	76,335	78,611
16	2	63,250	68,242	71,460	75,059	77,335	79,611
15	3	64,250	69,242	72,460	76,059	78,335	80,611
14	4	65,250	70,242	73,460	77,059	79,335	81,611
13	5	66,250	71,242	74,460	78,059	80,335	82,611
12	6	67,250	72,242	75,460	79,059	81,335	83,611
11	7	68,250	73,242	76,460	80,059	82,335	84,611
10	8	69,250	74,242	77,460	81,059	83,335	85,611
9	9	70,250	75,242	78,460	82,059	84,335	86,611
8	10	71,250	76,242	79,460	83,059	85,335	87,611
7	11	72,250	77,242	80,460	84,059	86,335	88,611
6	12	73,250	78,242	81,460	85,059	87,335	89,611
5	13	74,250	79,242	82,460	86,059	88,335	90,611
4	14	75,250	80,242	83,460	87,059	89,335	91,611
3	15	76,250	81,242	84,460	88,059	90,335	92,611
2	16	77,250	82,242	85,460	89,059	91,335	93,611
1	17	78,250	83,242	86,460	90,059	92,335	94,611
Top	18	79,250	84,242	87,460	91,059	93,335	95,611

APPENDIX “D”  
 Extracurricular Positions, Compensation  
 and Other Rates of Pay

**Division I:** Art Department Head\*, Band Ensemble, Chorus Director, English Department Head, Health Services Department Head\*, Library Department Head\*, Mathematics Department Head, Music Department Head\*, Orchestra Director, Science Department Head, Social Studies Department Head, Special Education Department Head, Yearbook Advisor

\* Denotes positions that are School District wide vs. one position per High School

**Division II:** Business Education Department Head, Guidance Department Head, Health & Physical Education Department Head, Technology Education Department Head, World Language Department Head

**Division III:** Newspaper Director

**Division IV:** Commencement Speaker Coach, Middle School Orchestra

<b>Division</b>	<b>I</b>	<b>II</b>	<b>III</b>	<b>IV</b>
2022-2023	\$3,004.00	\$2,654.00	\$1,900.00	\$1,050.00
2023-2024	\$3,125.00	\$2,763.00	\$1,976.00	\$1,092.00
2024-2025	\$3,246.00	\$2,872.00	\$2,052.00	\$1,134.00
2025-2026	\$3,367.00	\$2,981.00	\$2,128.00	\$1,176.00
2026-2027	\$3,488.00	\$3,090.00	\$2,204.00	\$1,218.00


Additional rates of pay:

- Monitoring (in-person or asynchronous), Summer School, Curriculum, Mentoring, etc.

2022-2023	\$43.66
2023-2024	\$45.14
2024-2025	\$46.67
2025-2026	\$48.26
2026-2027	\$49.90

- Homebound Instruction is compensated at the Employee’s hourly rate based upon his/her prorated per diem

APPENDIX “E”

 **Document Assistant**  
Ask Alexa "Open My Cap  
Blue Cross" and follow instructions









**BENEFIT HIGHLIGHTS**

[CapitalBlueCross.com](http://CapitalBlueCross.com)

**WSEA PPO 600 Plan**

**West Shore School District**

This information is not a contract, but highlights some of the benefits available to you and is not intended to be a complete list or description of available services. Benefits are subject to the exclusions and limitations contained in your Benefits Booklet (also known as "Certificate of Coverage"). Refer to your Benefits Booklet for complete details.

YOUR MEDICAL PLAN SUMMARY OF COST SHARING		
	Member Responsibilities	
	If provider is in-network	If provider is out-of-network
 <b>Deductible</b> (per benefit period)	\$600 per member \$1,200 per family	\$1,800 per member \$3,600 per family
 <b>Coinsurance</b> (percentage you pay after your deductible is met)	No member coinsurance	20% coinsurance
 <b>Out-of-Pocket Maximum</b> (The most you pay per benefit period, after which benefits are paid at 100%. This includes deductible, copayments and coinsurance for medical including ER and prescription drug, for in-network providers only.)	\$4,000 per member \$8,000 per family	\$5,400 per member \$10,800 per family
<b>Office Visit / Urgent Care / Emergency Room Copayments</b>		
 <b>Virtual Care</b> (non-specialist) Visits – delivered via the Capital Blue Cross Virtual Care platform	Not Covered	Not covered
<b>Office Visits and Consultations (In-person &amp; Telehealth)</b> - performed by a family practitioner, general practitioner, internist, pediatrician or in-network retail clinic	\$35 copayment per visit	20% coinsurance after deductible
<b>Specialist Office Visits (In-person, Telehealth &amp; via the Capital Blue Cross Virtual Care platform)</b>	\$45 copayment per visit Virtual Care-Not covered	20% coinsurance after deductible Virtual Care-Not covered
<b>Urgent Care Services</b>	\$50 copayment per visit	20% coinsurance after deductible
<b>Emergency Room</b>	\$100 copayment per visit, waived if admitted	
<b>Preventive Care</b>		
<b>Pediatric and Adult Preventive Care</b>	No charge, waive deductible	20% coinsurance after deductible
<b>Screening Gynecological Exam and Pap Smear</b> (one per benefit period)	No charge, waive deductible	20% coinsurance, waive deductible
<b>Screening Mammogram</b> (one per benefit period)	No charge, waive deductible	20% coinsurance, waive deductible
<b>Diagnostic Mammogram</b>	No charge, waive deductible	20% coinsurance after deductible
<b>Facility / Surgical Services</b>		
<b>Inpatient Hospital Room and Board</b>	No charge after deductible	20% coinsurance after deductible
<b>Acute Inpatient Rehabilitation</b> (60 days per benefit period)	No charge after deductible	20% coinsurance after deductible
<b>Skilled Nursing Facility</b> (100 days per benefit period)	No charge after deductible	20% coinsurance after deductible
<b>Maternity Services and Newborn Care</b>	No charge after deductible	20% coinsurance after deductible
<b>Surgical Procedure and Anesthesia</b> (professional charges)	No charge after deductible	20% coinsurance after deductible
 <b>Outpatient Surgery at Ambulatory Surgical Center</b> (facility charge only)	No charge after deductible	Not Covered
<b>Outpatient Surgery at Acute Care Hospital</b> (facility charge only)	No charge after deductible	20% coinsurance after deductible
<b>Diagnostic Services</b>		
<b>High Tech Imaging</b> (such as MRI, CT, PET)	No charge after deductible	20% coinsurance after deductible
<b>Radiology</b> (other than high tech imaging)	No charge after deductible	20% coinsurance after deductible
 <b>Independent Laboratory</b>	No charge after deductible	20% coinsurance after deductible
<b>Facility-owned Laboratory</b> (i.e. Health System owned)	No charge after deductible	20% coinsurance after deductible
<b>Therapy Services (Rehabilitative and Habilitative Services)</b>		
<b>Physical Therapy</b>	\$45 copayment per visit	20% coinsurance after deductible
<b>Occupational Therapy</b> (12 visits per benefit period)	\$45 copayment per visit	20% coinsurance after deductible
<b>Speech Therapy</b> (12 visits per benefit period)	\$45 copayment per visit	20% coinsurance after deductible
<b>Respiratory Therapy</b>	No charge after deductible	20% coinsurance after deductible
<b>Manipulation Therapy</b> (20 visits per benefit period)	\$45 copayment per visit	20% coinsurance after deductible
<b>Acupuncture</b>	Not Covered	Not Covered
<b>Mental Health (MH) and Substance Use Disorder Services (SUD)</b>		
<b>MH Inpatient Services</b>	No charge after deductible	20% coinsurance after deductible
<b>MH Outpatient Services</b>	No charge, waive deductible	20% coinsurance after deductible
<b>SUD Detoxification Inpatient</b>	No charge after deductible	20% coinsurance after deductible
<b>SUD Rehabilitation Outpatient</b>	No charge, waive deductible	20% coinsurance after deductible
<b>Additional Services</b>		
<b>Home Health Care Services</b> (90 visits per benefit period)	No charge after deductible	20% coinsurance after deductible
<b>Durable Medical Equipment and Supplies</b>	No charge after deductible	20% coinsurance after deductible
<b>Prosthetic Appliances</b>	No charge after deductible	20% coinsurance after deductible
<b>Orthotic Devices</b>	No charge after deductible	20% coinsurance after deductible

Benefits are underwritten by Capital Advantage Assurance Company®, a subsidiary of Capital Blue Cross. An independent licensee of the Blue Cross Blue Shield Association.

PPOSJ008/RXRSJ008  
01/2022

Large Group – PPO Plan  
1/1/2022



APPENDIX “E”  
(continued)

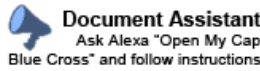
<b>COST SHARING FOR PRESCRIPTION DRUGS DOES NOT APPLY TO THE MEDICAL DEDUCTIBLE SHOWN ON PAGE 1</b>			
<b>YOUR PRESCRIPTION DRUG SUMMARY OF COST-SHARING</b>			
	Member Responsibilities		
	If provider is in-network	If provider is out-of-network	
Deductible (per benefit period)	None		
	Retail Pharmacy (up to a 31 day supply)	Home Delivery (up to a 90 day supply)	Specialty Pharmacy (up to a 90 day supply)
<b>Prescription Drug Tier</b>			
Generic Preferred	\$15 copayment	\$15 copayment	\$15 copayment
Generic Nonpreferred	\$15 copayment	\$15 copayment	\$15 copayment
Brand Preferred	\$30 copayment	\$30 copayment	\$30 copayment
Brand Nonpreferred	\$45 copayment	\$45 copayment	\$45 copayment
<b>Contraceptives* (self-administered)</b>			
Generic	\$0 copayment	\$0 copayment	Not covered
Select Brands (no generic equivalent available)	\$0 copayment	\$0 copayment	Not covered
Brand Preferred	\$30 copayment	\$30 copayment	Not covered
Brand Nonpreferred	\$45 copayment	\$45 copayment	Not covered
<b>Additional Pharmacy Benefits/Details</b>			
Network (for Specialty Pharmacy information please refer to the Guide to Rx Benefits at <a href="http://CapitalBlueCross.com">CapitalBlueCross.com</a> )	Broad Plus		
Formulary	Elite		
\$0 Preventive Rx Coverage	No charge		
Generic Substitution Program	Restrictive Generic Substitution – In addition to the coinsurance/ copayment, the member pays the difference between the brand and generic drug price (when there is a generic alternative) <u>unless</u> the physician requests the brand be dispensed.		
Extended Supply Network (ESN)	Members have the ability to obtain covered drugs for up to a 90 day supply at in-network retail pharmacies.		

Deductibles, coinsurance and copayments under this program are separate from any deductibles, coinsurance and copayments required under any other health benefits coverage you may have.  
 \*Certain preventive contraceptives are required to be covered at no cost to you when filled at an in-network pharmacy with a valid prescription in accordance with Preventive Health Guidelines.  
 In-network providers and pharmacies agree to accept our allowance as payment in full—often less than their normal charge. If you visit an out-of-network provider or pharmacy, you are responsible for paying the deductible, coinsurance and the difference between the out-of-network provider's or out-of-network pharmacy's charges and the allowed amount. Out-of-network providers may balance bill the member. Some out-of-network facility providers are not covered. Deductibles, any differences paid between brand drug and generic drug prices, and any balances paid to out-of-network pharmacies are not applied to the out-of-pocket maximum. In certain situations, a facility fee may be associated with an outpatient visit to a professional provider. Members should consult with the provider of the services to determine whether a facility fee may apply to that provider. An additional cost-sharing amount may apply to the facility fee.

 Voice activated paper.

Communications issued by Capital Blue Cross in its capacity as administrator of programs and provider relations for all companies.

APPENDIX “F”



**BENEFIT HIGHLIGHTS**

[CapitalBlueCross.com](http://CapitalBlueCross.com)

**WSEA QHDHP PPO 2000 PLAN**

**West Shore School District**

This information is not a contract, but highlights some of the benefits available to you and is not intended to be a complete list or description of available services. Benefits are subject to the exclusions and limitations contained in your Benefits Booklet (also known as "Certificate of Coverage"). Refer to your Benefits Booklet for complete details.

<b>YOUR MEDICAL PLAN SUMMARY OF COST SHARING</b>		
	<b>Member Responsibilities</b>	
	<b>If provider is in-network</b>	<b>If provider is out-of-network</b>
<b>Deductible (per benefit period)</b> Deductible is combined to include medical and prescription drug benefits for in-network providers. If you enroll in a family plan, the overall family deductible must be met before the plan begins to pay.	\$2,000 per member \$4,000 per family	\$4,000 per member \$8,000 per family
<b>Coinsurance (percentage you pay after your deductible is met)</b>	No member coinsurance	20% coinsurance
<b>Out-of-Pocket Maximum (The most you pay per benefit period, after which benefits are paid at 100%. This includes deductible, copayments and coinsurance for medical including ER and prescription drug for in-network providers only.)</b>	\$4,000 per member \$8,000 per family	\$8,000 per member \$16,000 per family
<b>Office Visit / Urgent Care / Emergency Room Copayments</b>		
<b>Virtual Care (non-specialist) Visits</b> – delivered via the Capital Blue Cross Virtual Care platform	Not covered	Not covered
<b>Office Visits and Consultations (In-person &amp; Telehealth)</b> - performed by a family practitioner, general practitioner, internist, pediatrician or in-network retail clinic	No charge after deductible	20% coinsurance after deductible
<b>Specialist Office Visits (In-person, Telehealth &amp; via the Capital Blue Cross Virtual Care platform)</b>	No charge after deductible Virtual Care-Not covered	20% coinsurance after deductible Virtual Care-Not covered
<b>Urgent Care Services</b>	No charge after deductible	20% coinsurance after deductible
<b>Emergency Room</b>	No charge after deductible	
<b>Preventive Care</b>		
<b>Pediatric and Adult Preventive Care</b>	No charge, waive deductible	20% coinsurance after deductible
<b>Screening Gynecological Exam and Pap Smear (one per benefit period)</b>	No charge, waive deductible	20% coinsurance, waive deductible
<b>Screening Mammogram (one per benefit period)</b>	No charge, waive deductible	20% coinsurance, waive deductible
<b>Diagnostic Mammogram</b>	No charge after deductible	20% coinsurance after deductible
<b>Facility / Surgical Services</b>		
<b>Inpatient Hospital Room and Board</b>	No charge after deductible	20% coinsurance after deductible
<b>Acute Inpatient Rehabilitation (60 days per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Skilled Nursing Facility (100 days per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Maternity Services and Newborn Care</b>	No charge after deductible	20% coinsurance after deductible
<b>Surgical Procedure and Anesthesia (professional charges)</b>	No charge after deductible	20% coinsurance after deductible
<b>Outpatient Surgery at Ambulatory Surgical Center (facility charge only)</b>	No charge after deductible	Not covered
<b>Outpatient Surgery at Acute Care Hospital (facility charge only)</b>	No charge after deductible	20% coinsurance after deductible
<b>Diagnostic Services</b>		
<b>High Tech Imaging (such as MRI, CT, PET)</b>	No charge after deductible	20% coinsurance after deductible
<b>Radiology (other than high tech imaging)</b>	No charge after deductible	20% coinsurance after deductible
<b>Independent Laboratory</b>	No charge after deductible	20% coinsurance after deductible
<b>Facility-owned Laboratory (i.e. Health System owned)</b>	No charge after deductible	20% coinsurance after deductible
<b>Therapy Services (Rehabilitative and Habilitative Services)</b>		
<b>Physical Therapy</b>	No charge after deductible	20% coinsurance after deductible
<b>Occupational Therapy (12 visits per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Speech Therapy (12 visits per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Respiratory Therapy</b>	No charge after deductible	20% coinsurance after deductible
<b>Manipulation Therapy (20 visits per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Acupuncture</b>	Not Covered	Not Covered
<b>Mental Health (MH) and Substance Use Disorder Services (SUD)</b>		
<b>MH Inpatient Services</b>	No charge after deductible	20% coinsurance after deductible
<b>MH Outpatient Services</b>	No charge after deductible	20% coinsurance after deductible
<b>SUD Detoxification Inpatient</b>	No charge after deductible	20% coinsurance after deductible
<b>SUD Rehabilitation Outpatient</b>	No charge after deductible	20% coinsurance after deductible
<b>Additional Services</b>		
<b>Home Health Care Services (90 visits per benefit period)</b>	No charge after deductible	20% coinsurance after deductible
<b>Durable Medical Equipment and Supplies</b>	No charge after deductible	20% coinsurance after deductible
<b>Prosthetic Appliances</b>	No charge after deductible	20% coinsurance after deductible

APPENDIX “F”  
(continued)

<b>Orthotic Devices</b>	No charge after deductible	20% coinsurance after deductible
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Benefits are underwritten by Capital Advantage Assurance Company®, a subsidiary of Capital Blue Cross. An independent licensee of the Blue Cross Blue Shield Association.

YOUR PRESCRIPTION DRUG SUMMARY OF COST-SHARING			
Deductible (includes medical and prescription drug benefits for in-network providers)	Member Responsibilities		
	If provider is in-network	If provider is out-of-network	
Prescription Drug Tier	Retail Pharmacy (up to a 31 day supply)	Home Delivery (up to a 90 day supply)	Specialty Pharmacy (up to a 30 day supply)
Generic Preferred	\$15 copayment after deductible	\$15 copayment after deductible	\$15 copayment after deductible
Generic Nonpreferred	\$15 copayment after deductible	\$15 copayment after deductible	\$15 copayment after deductible
Brand Preferred	\$30 copayment after deductible	\$30 copayment after deductible	\$30 copayment after deductible
Brand Nonpreferred	\$45 copayment after deductible	\$45 copayment after deductible	\$45 copayment after deductible
Contraceptives* (self-administered)			
Generic	\$0 copayment	\$0 copayment	Not covered
Select Brands (no generic equivalent available)	\$0 copayment	\$0 copayment	Not covered
Brand Preferred	\$30 copayment after deductible	\$30 copayment after deductible	Not covered
Brand Nonpreferred	\$45 copayment after deductible	\$45 copayment after deductible	Not covered
Additional Pharmacy Benefits/Details			
Network (for Specialty Pharmacy information please refer to the Guide to Rx Benefits at <a href="http://CapitalBlueCross.com">CapitalBlueCross.com</a> )	Broad Plus		
Formulary	Elite		
\$0 Preventive Rx Coverage	No charge		
Generic Substitution Program	Restrictive Generic Substitution – In addition to the coinsurance/ copayment, the member pays the difference between the brand and generic drug price (when there is a generic alternative) <u>unless</u> the physician requests the brand be dispensed.		
Extended Supply Network (ESN)	Members have the ability to obtain covered drugs for up to a 90 day supply at in-network retail pharmacies.		

Deductibles, coinsurance and copayments under this program are separate from any deductibles, coinsurance and copayments required under any other health benefits coverage you may have.  
 \*Certain preventive contraceptives are required to be covered at no cost to you when filled at an in-network pharmacy with a valid prescription in accordance with Preventive Health Guidelines.  
 In-network providers and pharmacies agree to accept our allowance as payment in full—often less than their normal charge. If you visit an out-of-network provider or pharmacy, you are responsible for paying the deductible, coinsurance and the difference between the out-of-network provider's or out-of-network pharmacy's charges and the allowed amount. Out-of-network providers may balance bill the member. Some out-of-network facility providers are not covered. Deductibles, any differences paid between brand drug and generic drug prices, and any balances paid to out-of-network pharmacies are not applied to the out-of-pocket maximum. In certain situations, a facility fee may be associated with an outpatient visit to a professional provider. Members should consult with the provider of the services to determine whether a facility fee may apply to that provider. An additional cost-sharing amount may apply to the facility fee.  
 Voice activated paper.  
 Communications issued by Capital Blue Cross in its capacity as administrator of programs and provider relations for all companies.

## APPENDIX “G”

### West Shore School District Wellness Incentive Program

West Shore School District provides a Wellness Incentive Program that you (and your spouse, if enrolled) must complete prior to December 31 of each year (except December 31, 2016) in order to receive an additional \$500/single or \$1,000/family into your Health Savings Account (HSA) or, for employee enrolled in the PPO, to avoid paying 5% more in employee contribution. Below are the required activities that you and your enrolled spouse will need to complete in order to receive your additional HSA dollars or maintain the lower employee contribution.

Complete the following activities by December 31 and earn \$500/single or \$1,000/family into your HSA.

1. Voluntary completion of Capital BlueCross online Health Risk Assessment/Personal Profile
  - a. Go to [www.capbluecross.com](http://www.capbluecross.com) to find the step by step instructions for completing your Health Risk Assessment on the Capital BlueCross website.
  - b. The Capital BlueCross *Personal Profile* includes questions about past and current medical conditions, health behaviors like exercise and smoking, and current or recent blood pressure, weight, height, and cholesterol. The value of the Personal Profile depends upon your truthfulness and accuracy in answering the questions. Your answers are the most important component in identifying your risk factors, detecting areas for improvement, and pointing out your current positive behaviors.  
Please note: West Shore School District is not provided the individual results of the HRA's and all information is HIPAA protected through Capital Blue Cross.
  
2. Yearly Physical
  - a. Attached is the physical form to be completed by your physician and turned into West Shore School District.  
Please note: The annual physical does NOT have a pass/fail requirement.

Spouses enrolled in the medical plan are required to complete both activities to receive the Wellness Incentive.

If you have any questions after reviewing this information please feel free to contact Breanne Ralston at BSI Corporate Benefits at 484-821-1300 Ext. 208.

Thank you,

West Shore School District

APPENDIX "G"  
(continued)

West Shore School  
District

Physical Certification  
Form

I \_\_\_\_\_ certify that I was seen by my physician on  
\_\_\_\_\_ to obtain an annual physical.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Physician Signature

\_\_\_\_\_  
School District Use Only:

Confirm HRA has been completed: Yes or No

Deposit Wellness Dollars in employee HSA Account:

Date Deposited \_\_\_\_\_ Amount \_\_\_\_\_

APPENDIX "H"

**Affidavit Related to Spousal Health Coverage**

**WEST SHORE SCHOOL DISTRICT  
(or print on letterhead)**

**AFFIDAVIT RELATED TO  
SPOUSAL HEALTH COVERAGE**

The undersigned, \_\_\_\_\_, an employee of the West Shore School District ("District") and \_\_\_\_\_, the legal spouse of \_\_\_\_\_, hereby certify and affirm that the following statements are true and correct as of the date(s) shown below [place an "x" in the statements which apply]:

\_\_\_\_\_ is not employed in any capacity.  
(Spouse)

\_\_\_\_\_ is employed by \_\_\_\_\_  
(Spouse)

\_\_\_\_\_ (name of employer), with a business address of: \_\_\_\_\_  
\_\_\_\_\_. My regular work schedule is \_\_\_\_\_ hours per week. I am not eligible to enroll for medical benefits through this employment because:

the employer does not provide medical benefits at all; or  
 the employer provides medical benefits for which I am not eligible for the following reason or reasons: \_\_\_\_\_

the employer provides medical benefits for which I am eligible but the plan is not compliant with the ACA for the following reason or reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The District is authorized to contact the spouse's employer to verify and/or obtain confirmation of any of the statements contained in this Affidavit.

We agree to notify the District in writing (directed to the Business Office) within ten (10) days, in the event \_\_\_\_\_ becomes eligible for medical benefits that are compliant with the ACA.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Employee

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Spouse

APPENDIX “I”



**Dental Benefits Summary for West Shore School District**

**Network: Advantage Plus**

Benefit Category <sup>1</sup>	CONCORDIA FLEX PLAN	
	In-Network <sup>2</sup>	Non-Network <sup>2</sup>
<b>Class I – Diagnostic/Preventive Services</b>		
Exams	100%	100%
Bitewing X-rays		
All Other X-rays		
Cleanings & Fluoride Treatments		
Sealants		
Palliative Treatment		
<b>Class II – Basic Services</b>		
Basic Restorative (Includes Posterior Resin Fillings)	100%	100%
Space Maintainers		
Simple Extractions		
Endodontics		
Nonsurgical Periodontics		
Surgical Periodontics		
Complex Oral Surgery		
General Anesthesia		
<b>Class III – Major Services</b>		
Crowns, Inlays, Onlays,	50%	50%
Repairs of Crowns, Inlays, Onlays		
Prosthetics (Bridges, Dentures)	Not Covered	Not Covered
Repairs of Bridges & Dentures		
<b>Orthodontics for dependent children to age 19</b>		
Diagnostic, Active, Retention Treatment	Not Covered	Not Covered
<b>Included Plan Features</b>		
The College Tuition Benefit® – College Savings Program <sup>3</sup>	<ul style="list-style-type: none"> <li>• Earn Tuition Rewards® points redeemable for tuition discounts</li> <li>• Receive 2,000 at signup, then 2,000 points/year</li> <li>• Each child enrolled receives a one-time bonus of 500 Tuition Rewards points</li> <li>• One Tuition Rewards point = \$1 reduction in full tuition</li> <li>• Use Tuition Rewards points at participating private colleges and universities</li> </ul>	
<b>Maximums &amp; Deductibles (applies to the combination of services received from network and non-network dentists)</b>		
Annual Program Deductible (per person/per family)	None	
Annual Program Maximum (per person)	\$1,000	
	Excludes Certain Services <sup>4</sup>	
Reimbursement in Pennsylvania	Advantage Plus	Advantage
Reimbursement in Other States		90 <sup>th</sup> Percentile

*Representative listing of covered services*

1. Unmarried dependent children covered to age 19. Unmarried dependent students covered to age 25.
2. Reimbursement is based on our schedule of maximum allowable charges (MACs). Network dentists agree to accept our allowances as payment in full for covered services. Non-network dentists may bill the member for any difference between our allowance and their fee (also known as balance billing).
3. Tuition Rewards® is a Registered Trademark of and administered by SAGE Scholars, Inc. Participation in the program is contingent upon enrollment with SAGE Scholars, Inc. Tuition Rewards are not an underwritten benefit but a value-added program. Tuition Rewards not available in all jurisdictions (SAGE). SAGE is not a subsidiary or affiliate of United Concordia Insurance Company (UCIC). Subject to eligibility requirements and terms and conditions. Tuition Rewards are a value-added program and not an insured benefit. Program participation subject to enrollment with SAGE. "Points" are credits that may be used to discount the cost of Tuition and have no cash value. UCCI does not provide services related to this program. Tuition Rewards not available in all jurisdictions. Program subject to change without notice.
4. Annual Maximum applies to all eligible services except the following: Partial and Complete Bony Impactions, Root Recovery, Surgical Access of an Unerupted Tooth, Placement of a Device to Facilitate Eruption of Impacted Tooth, Surgical Excisions, Removal of Torus Palatines, Surgical Reduction of Osseous and Fibrous Tuberosity, General Anesthesia performed in conjunction with these services (D9220, D9221, D9241, D9242).

EEM-0142-0619

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APPENDIX “J”

PSEA Health & Welfare Fund Vision Plan Summary - National Vision Administrators (NVA) Network -		
<i>Vision Benefits detailed below are for claims incurred on or after 1/1/2023</i>	<b>In-Network</b>	<b>Out-of-Network Reimbursement</b>
<b>Vision Examination</b> – Once every 12 months.	Covered in Full	Up to \$30 Allowance
<b><i>Should the participant require vision correction they may choose either frames and/or lenses benefit, or contacts lenses benefit, not both, during the 24-month benefit period.</i></b>		
<b>Frames - Frames and one pair of lenses every 24 months.</b>	Up to \$200 Retail Allowance (plus 30% off the amount over the allowance)	Up to \$80 Retail Allowance
<b>Lenses – Lenses every 24 months. Dependent children under 19 years of age once every 12 Months</b>	<i>Benefits also include In-Network discount prices on lens options.</i>	
Standard Lenses - Single Vision (pair)	Standard Lenses Covered in Full	\$24.00 Maximum
Standard Lenses – Bifocal (pair)		\$36.00 Maximum
Standard Lenses - Trifocal (pair)		\$46.00 Maximum
Standard Lenses - Lenticular (pair)		\$72.00 Maximum
<b>Progressive Lenses</b> - Standard - Premium - All Other	Standard – Covered in Full After \$50 Copay, Premium - Covered in Full After \$100 Copay, All Other Progressive – Not Covered	Not Covered
<b>Polycarbonate Standard Lenses</b> (to age 19)	Covered in Full	Not Covered
<b>Low Vision Aids</b>	Covered up to \$250	Up to \$250
<b>Contact Lenses &amp; Fittings – Lenses every 24 months. Dependent children under 19 years of age once every 12 Months. Benefit is in lieu of Frames and/or Eyeglass lenses.</b>		
<b>Elective Lenses Allowance</b>	Up to \$150 Allowance (Exam covered separately) <small>(Plus 15% off Conventional/10% off Disposable/25% off specialty of the amount over the allowance)</small>	Up to \$115
<b>Fitting Fees for Daily Wear Lenses</b>	Covered in Full after \$20 Copay	Not Covered
<b>Fitting Fees for Extended Wear Lenses</b>	Covered in Full after \$30 Copay	Not Covered
<b>Fitting Fees for Specialty Lenses</b>	Covered in Full after \$50 Copay	Not Covered
<b>Medically Required Contact Lenses – Non- Elective</b> (in lieu of eyeglasses and elective contact lenses. Allowance includes exam and fitting fees.	Covered up to \$350	Up to \$350



APPENDIX “K”

**MEMORANDUM OF AGREEMENT**

between the  
West Shore Education Association  
and  
West Shore School District

The parties hereby agree to the following:

- 1) The West Shore Education Association and the West Shore School District are parties to a Collective Bargaining Agreement effective September 1, 2014, to August 31, 2020 (the “Agreement”).
- 2) The Agreement contains a Fair Share provision, which is located at Article II Recognition, Section 2.04.
- 3) The U.S. Supreme Court issued a ruling on June 27, 2018, in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448, 2456, 201 L.Ed.2d 924 (2018), that public sector unions can no longer collect fair share fees from nonmembers.
- 4) As a result of the *Janus* decision, Article II Recognition, Section 2.04 shall be removed from the Agreement until such time that the restriction on the collection of Fair Share fees announced in the Supreme Court decision in *Janus v. AFSCME, Council 31*, 138 S.Ct. 2448, 2456, 201 L.Ed.2d 924 (2018) is reversed or the collection of Fair Share fees is made legal in some other manner.
- 5) In the event that Fair Share again is deemed legal, the language from Article II Recognition, Section 2.04 of the 2014-2020 Agreement shall immediately be reinstated and placed in the Agreement then in effect between the West Shore Education Association and the West Shore School District.
- 6) A copy of the language to be placed in a future Agreement if the collection of Fair Share fees becomes legal is attached to this Agreement as Appendix “K”.
- 7) By the parties’ signatures below, this Agreement will take effect on the date signed below.

**For the Association:**

**For the District:**

\_\_\_\_\_  
President

\_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX “K”

### **Fair Share**

**2.04** If, and for so long as, eighty five percent (85%) or more of the members of the bargaining unit are voluntarily paying (either directly or by dues deduction) the Association's dues, measurable on October 31 of each year of this Agreement, the School District shall deduct from persons who are not paying members of the Association an amount annually certified by the Association and its national and state affiliates, as exclusive bargaining representatives, as the fair share fee as provided for by Act 84 of 1988. By certifying the amount of the fair share fee to the School District, the Association and its national and state affiliates, as exclusive bargaining representatives, represents and warrants to the School District that the fair share fee has been determined in accordance with applicable law and the requirements of this Agreement. The School District and the Association agree to comply with all provisions of said law. The Association agrees to extend to all nonmembers the opportunity to join the Association. If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association or obligated to perform pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any legal action brought against it and cooperate fully with the Association in the defense of the case. If the School District fails to cooperate fully with the Association, and provided the Association has given seven (7) business days written notice to the School District of such failure during which period the School District may cure the failure, any obligation of the Association to provide a defense under this Article will cease. The Association agrees in any action so defended to indemnify and hold the School District harmless from and against any damages incurred by the School District as a consequence of its compliance with this section, provided that there will be no indemnification for any damages resulting from any act of willful misconduct on the part of the School District or any failure by the School District to properly perform its obligations under this Article. Neither the School District, School Board, nor the Association shall discriminate or coerce any employee because of deduction or non-deduction of dues.

APPENDIX “L”

**MEMORANDUM OF AGREEMENT**

between the  
West Shore Education Association  
and  
West Shore School District

The parties hereby agree to the following:

- 8) The West Shore Education Association and the West Shore School District are parties to a Collective Bargaining Agreement effective September 1, 2014, to August 31, 2020 (the “Agreement”).
- 9) The Agreement contains an Excise Tax Avoidance provision, which is located at Article X, Insurance and/or Self-Insured Benefits, Section 10.05.
- 10) On or about December 2019, the Excise Tax (or “Cadillac Tax”) provisions of the Affordable Care Act were permanently repealed by act of Federal Law.
- 11) As a result of the appeal, the Excise Tax Avoidance language shall be removed from the Agreement until such time that the Excise Tax is reinstated in some manner.
- 12) In the event that the Excise Tax is reinstated, Article X, Insurance and/or Self-Insured Benefits, Section 10.05 shall immediately be reinstated and placed in the Agreement then in effect between the West Shore Education Association and the West Shore School District.
- 13) A copy of the language to be placed in a future Agreement if the Excise Tax is reinstated is attached to this Agreement as Appendix “L”.
- 14) By the parties’ signatures below, this Agreement will take effect on the date signed below.

**For the Association:**

**For the District:**

\_\_\_\_\_  
President

\_\_\_\_\_  
President, Board of Directors

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX “L”

### **10.05 Excise Tax Avoidance**

In the event that a credible third party (insurance carrier and/or actuary) determines that either of the plans referenced above may be subject to the Excise Tax Provisions of the Affordable Care Act (“ACA”), the School District shall provide the Association with notice of such determination, including all necessary information relative to determining plan changes to avoid imposition of the Excise Tax, when it is available but no earlier than the year preceding the imposition of the tax. Within sixty (60) days of receipt of such notice, the Association shall either: (a) determine such changes as may be necessary to avoid imposition of the Excise Tax as of January 1 of the next plan year; or (b) elect to have the full amount of any Excise Tax imposed on the plan selected by any Employee, paid to the School District through payroll deduction, in equal amounts per pay date. Such changes determined by the Association or the decision that Employees shall pay the tax shall be provided to the School District in writing. In the event the Association fails to notify the School District of the proposed changes within the sixty (60) day period, the School District shall have the right to determine the changes necessary to avoid imposition of the Excise Tax, within thirty (30) days, and shall notify the Association of these changes in writing. In the event the Excise Tax is repealed following plan design changes being made to address concerns over the Excise Tax, the plan designs for the PPO 600 and QHDP/HSA set forth herein, shall be restored, provided that such plans are not subject to any alternative tax or penalty that may be substituted for the Excise Tax. In the event such alternative tax or penalty is imposed, the same procedure shall be followed in order to avoid the imposition of such tax or penalty.

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_ day of August 2022, by and between the West Shore School District (“District”) and the West Shore Education Association (“Association”).

**WHEREAS**, the District and the Association are parties to a Collective Bargaining Agreement (“CBA”) covering the period of September 1, 2022, through August 31, 2027; and

**WHEREAS**, the District and Association, reached an understanding in 2018 and wish to extend such agreement with respect to the language of Article III Section 3.05, regarding Family Sick Leave Bank; and

**NOW THEREFORE**, intending to be legally bound hereby, the District and the Association agree as follows:

1. For purposes of the administration of Article III, Section 3.05 and in order to make the option for accumulating family sick leave days available to newly hired employees sooner than the end of their first year of employment, the parties agree that such employees shall, within thirty (30) days of the effective date of employment, have the right to transfer a maximum of five (5) days of sick leave into their Family Sick Leave Bank. At the conclusion of their first school year and thereafter, such employees shall have the right, on or before June 30, to transfer additional accrued sick leave into their Family Sick Leave Bank, up to a maximum of ten (10) days.
2. All other terms and conditions of Section 3.05 remain in effect as to any such newly hired employee, including:
  - a. The limitation on the use of such days for the care of “immediate family members” as defined in 3.02(a);
  - b. That, once designated, such leave is non-transferable and non-convertible;
  - c. That such days may not be used for the employee’s personal illness unless all individual accumulated sick leave has been exhausted;
  - d. Banked days not used at the time of separation from employment are eligible to be included in the employee’s calculation of accumulated sick leave under Section 9.08 of this Agreement; and
  - e. Upon exhaustion of all such designated days, requests for additional days to be transferred to an Employee’s family sick bank may be submitted to the Superintendent or Director of Human Resources.
3. This MOU shall be incorporated into the next CBA negotiated between the parties.
4. This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.
5. Any perceived violation of this MOU shall be subject to the grievance procedure as outlined in Article V for the Collective Bargaining Agreement.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day and year first above written.

WEST SHORE SCHOOL DISTRICT

By: *Brian Guistwhite*  
President, Board of School Directors

Attest:

*Ryan Argot*  
Secretary

WEST SHORE EDUCATION ASSOCIATION

By: *Jennifer Anderson*  
President

Attest:

*Kevin Downs*  
Secretary

*Handwritten signatures have been removed from the digital version of this document as a security measure.*



# WEST SHORE SCHOOL DISTRICT

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## **Board of School Directors**

Brian K. Guistwhite, President  
Christopher J. Kambic, Vice President  
Judith A. Crocenzi  
Frank J. Kambic  
Sheri D. Moyer  
Frederick A. Stoltenburg  
Heidi E. Thomas  
Abigail A. Tierney

## **Non-Members**

Ryan E. Argot, Ed.D., Secretary  
Stevie Jo Boone, Treasurer  
Brooke E.D. Say, Esq., Solicitor

## **Administration**

Todd B. Stoltz, Ed.D., Superintendent  
Jamie A. Whye, Ed.D., Assistant Superintendent

The West Shore School District will provide to all persons equal access to all categories of employment in this District, regardless of race, age, color, creed, religion, sex, gender, gender identity, sexual orientation, ancestry, genetic information, marital status, pregnancy, national origin, handicap/disability, or differently-abled status, in accordance with state and federal laws governing educational and vocational programs and in its recruitment and employment practices. The District shall make reasonable accommodations for identified physical and mental impairments that constitute disabilities, consistent with the requirements of federal and state laws and regulations.

Inquiries concerning the application of Title VII, Title IX, Section 504, the ADA, and the implementing regulations may be referred to the Director of Human Resources, 507 Fishing Creek Road, P.O. Box 803, New Cumberland, PA 17070-0803, telephone 717-938-9577.