COLLECTIVE BARGAINING AGREEMENT

Between the

East Pennsboro Area School District

and the

East Pennsboro Education Association

September 1, 2017 to August 31, 2019
COLLECTIVE BARGAINING AGREEMENT

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement hereby is entered into as of the ____ day of ____________, 2017, by and between EAST PENNSBORO AREA SCHOOL DISTRICT (hereinafter referred to as the "Employer"), and EAST PENNSBORO EDUCATION ASSOCIATION (hereinafter referred to as the "Association"), with the parties hereto agreeing as follows:

ARTICLE I –RECOGNITION

Association
1.00 The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, of all employees in the unit described in Paragraph 1.01 of this Collective Bargaining Agreement. The rights and privileges granted to the Association hereunder shall be granted to no other collective bargaining representative for the unit described herein during the term of this Collective Bargaining Agreement.

Unit
1.01 This Collective Bargaining Agreement shall apply to a bargaining unit including Teachers, nurses, counselors and librarians, employed by the Employer in the Employer's School District, but excluding all supervisors, first-level supervisors and confidential employees as defined in the Public Employee Relations Act of the Commonwealth of Pennsylvania and as certified in Pennsylvania Labor Relations Board in its order dated May 28, 1971, and coded PERA-R 630-C.

Long term substitutes are those persons employed for ninety (90) or more continuous days in one position on a full-time or part-time basis of one-half or more. They shall be paid on a per diem pro-rated salary, based on the salary of a beginning teacher. Fringe benefits which are normally afforded a full-time employee shall be provided only to those who substitute for ninety (90) or more continuous days in the same position except that no course reimbursement shall be provided and that all leaves shall be pro-rated, based upon the length of continuous service.

Membership Dues Deduction
1.02 (a) The Employer 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, the Pennsylvania State Education Association and the National Education Association.

(b) The authorization form to be executed by the employee shall contain an assignment, shall be furnished by the Association to the Employer and shall be approved by the Employer prior to being used.
(c) To be effective as to an employee the authorization must be furnished to the Employer prior to the first pay in October of the school year for which it is to be effective. Said authorization may be revoked by an employee at any time but once revoked cannot be reinstated in the school year in which it was revoked. Upon revocation of an authorization by an employee, the Employer will not be obligated to make further dues deductions for said employee. If not revoked, the authorization shall be presumed to be continuing and in full force and effect for the remainder of the school year.

(d) For the convenience of the employees, the Employer shall make authorized deductions for ten (10) or twenty (20) consecutive pays in as nearly equal amounts as reasonably convenient. Said deductions to commence not later than the second pay in October. Deducted amounts shall be remitted to the Association promptly after deductions are effected together with a list of the names of the employees from whose wages dues have been deducted and the amount deducted from each.

While the parties recognize that not all employees may desire to have the same amount deducted from wages, the Employer shall not be obligated to deduct more than two (2) different amounts from employees’ wages.

Should an employee’s employment terminate prior to the making of all deductions, the deductions shall terminate with the termination of employment notwithstanding the fact that said employee may thereby be deficient in dues payments.

**Fair Share**

1.03  (a) Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

(b) The Employer and the Association agree to comply with all provisions of said law.

(c) The Association agrees to extend to all nonmembers the opportunity to join the Association.

(d) If any legal action is brought against the Employer or any individual school board member as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the Employer at the Association’s expense and through counsel selected by the Association. The Employer agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Employer does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

(e) The Association agrees in any action so defended, to indemnify and hold the Employer and each school board member harmless for any monetary
damages the Employer might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the Employer or as a result of the Employers failure to properly perform its obligations under this Article.

ARTICLE II - LEAVES OF ABSENCE

Sabbatical Leaves
2.00 Sabbatical leaves and leaves of absence for professional development shall be governed as provided in the Pennsylvania Public School Code of 1949, as amended.

Bereavement - Immediate Family
2.01 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, provided that such leave is taken within seven (7) calendar days of the funeral. Members of the immediate family shall be defined as the father, mother, brother, sister, son, daughter, husband, wife, parent-in-law of said employee, or near relative of said employee (as defined in Section 2.02) who resides in the same household as said employee or any person with whom said employee has made his/her home.

Bereavement - Near Relative
2.02 An employee absent from duty because of the death of a near relative of said employee shall be entitled to one (1) school day of leave with pay on the day of the funeral of said near relative. A near relative shall be defined as a first cousin, grandfather, grandmother, grandchild, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of the employee or the employee's spouse.

Illness and Injury
2.03 An employee who is prevented by illness or accidental injury from following his or her occupation shall receive sick leave pay pursuant to the Pennsylvania Public School Code of 1949, as amended.

To the extent the same is permitted by law and does not adversely affect the Employer's cost or administration of its workers' compensation program, employees who are prevented from following their occupation because of accidental injury sustained in the course of their bargaining unit employment with Employer shall be permitted to apply, pro rata, any accrued sick leave compensation to which they are entitled to any workers' compensation benefits to which they are entitled in order to "make themselves whole" from loss of earnings during the absence period, it being the intention of the parties that such application shall exhaust both the payment and absence features of sick leave.
Any employee may use, if available, up to five (5) sick days annually to care for his/her ill immediate family members (as defined above in Section 2.01). The employee must indicate family illness when reporting off for this reason. Such family illness days may not accumulate from year to year. If they are not used they shall be retained by the employee for use as sick days.

**Personal Leave**

*2.04* Each employee shall be granted not more than three (3) days of absence with pay each school year for personal reasons (personal leave) in the manner hereinafter set forth. Employees may accumulate personal days from year to year to a total not to exceed five (5), but may use no more than five (5) in any school year.

Absence for purposes of attendance at educational conferences, seminars or symposiums authorized by the Employer will not be charged against personal leave.

If an employee does not use the personal leave allotted to the employee during the school year the unused personal days in excess of those that can be carried over shall convert into accumulated sick leave.

**Requests and Control of Personal Leave**

*2.05* Employees requesting personal leave shall do so in writing at least three (3) days prior to the date of the leave desired unless the request is for more than two (2) personal days in succession, in which case the request shall be made at least one (1) month in advance. Employees requesting personal leave day(s) on dates immediately prior to or after holiday(s) shall make their requests at least one (1) month in advance. The request for personal leave shall be made on a form to be provided by the Employer and available through the Employer’s building principals. The form shall be dated, shall clearly designate the day for which the absence is requested and shall be signed by the employee making the request.

The Employer may restrict the number of employees taking personal leave per day to eight per cent (8%) of the number of employees in each school building. For days immediately prior to or after a holiday, the Employer may restrict the number of employees taking personal leave per day to five percent (5%) of the number of employees in each school building. A fraction of a person shall be deemed one person for purpose of this paragraph.

If because of an emergency, an employee is unable to give the aforesaid notice of personal leave, the Employer may excuse the required notice. The Employer shall be the sole judge of whether the claimed emergency is sufficient to excuse the notice. If there is an emergency, the employee shall fully explain the emergency in writing to the Employer and shall, nonetheless, notify the Employer of the Personal Leave as soon as is reasonably practical under the circumstances. If the Employer determines either (i) that the claimed emergency was not sufficient to excuse the notice, or (ii) that notwithstanding the claimed emergency, notice was not given as soon as reasonably practical, the Employer
will deny the personal leave. In case of an untimely notice, the decision of the Employer shall be final and not subject to grievance or arbitration.

With the exception of one exemption that shall be granted per school year, if requested by an employee, no personal leave shall be granted at the following times, unless approved due to extenuating circumstances at the sole discretion of the Superintendent:

(a) The first two (2) weeks of the school term

(b) On District In-service Days

If an employee requests an exemption from the above referenced restrictions, he/she shall provide as much notice as possible. The Employer may restrict the number of employees taking personal leave on such days to eight percent (8%) of the number of employees in each school building.

No personal leave shall be granted at the following times, unless approved due to extenuating circumstances at the sole discretion of the Superintendent:

a) The last two (2) weeks of the school term

b) The identified “Kick-Off” day for staff

Child Rearing Leave

2.06 Employees shall be granted child rearing leave subject to the following provisions:

(a) Child rearing leave must be requested in writing not less than forty-five (45) days prior to the birth of the child for whom the employee wishes to use the child rearing leave;

(b) The child concerned must be the child of the employee.

(c) Within thirty (30) days thereof, the employee shall advise the employer in writing of the birth date of the child.

(d) The employee shall commence the child rearing leave immediately subsequent to the birth of the child or upon conclusion of any disability for which sick pay is granted and which results from the birth of the child.

(e) No child rearing leave shall extend beyond the two hundred seventy-fifth (275th) day following the birth date of the child. No employee shall be required to return from child rearing leave prior to the two hundred seventy-fifth (275th) day following the birth date of the child.
(f) To be entitled to reinstatement following child rearing leave the employee, not later than the two hundred fortieth (240th) day subsequent to the birth date of the child shall request reinstatement in writing.

(g) After receiving a timely request for reinstatement following child rearing leave, the Employer shall offer said employee the job the employee held before going on child rearing leave, if such job is vacant and available. If such job is not vacant and available, the Employer shall offer said employee any other available position within the bargaining unit for which the employee is qualified until such time as the Employer reasonably can offer the employee the job the employee held before going on child rearing leave, or a job substantially similar to previous job. In no event shall an employee be precluded from returning later than the semester or trimester which commences immediately subsequent to the two hundred seventy-fifth (275th) day subsequent to the birth of the child.

(h) An employee granted a child rearing leave shall neither be paid nor accrue any seniority, 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, retirement, etc. Provided, however, an employee who has been employed and worked for ninety (90) or more student days (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. An employee who is granted and returns to work immediately upon the expiration of a child rearing leave absence shall retain the "sabbatical" status (accumulated years of service) and accumulated sick leave the employee enjoyed at the commencement of the extended absence to the extent permitted by law.

(i) To the extent permitted by the then applicable plan, an employee on child rearing leave may continue any or all fringe benefits available by remitting to the Employer one month in advance of payment to the Employer the cost of such benefits.

(j) Employees who fail to give timely notice of a desire to return to employment, or fail to return upon the call or offer of reinstatement by the Board shall be deemed to have terminated their employment.

(k) If an employee engages in regular gainful (remunerative) employment outside of the employee's residence during a child rearing leave, the Board may terminate the employee's child rearing leave at any time thereafter.

Association Leave
2.07 The Employer shall, upon the Association's written request, grant employee days off with pay each school year to be divided among employees designated by the Association to attend any official Association activities held on other than school property for a total of fifteen (15) employee days off per year. No more
than four (4) employees will be granted such leave on any single working day. The Employer will bear the cost for substitute teachers required for the first twelve (12) employee days and the Association will reimburse the district for any substitute teachers required to cover classes for employee days over twelve (12) in each school year as determined by date of leave. The Association's written request or requests, as appropriate, shall be given to the Employer not less than five (5) days prior to the time such time off is expected to commence, shall clearly identify the employee or employees to be released, and shall state the day or days for which time off is required.

Military Service
2.08 The Employer shall comply with the requirements of the laws of the United States and the Commonwealth of Pennsylvania as they relate to the treatment of employees of the Employer who are engaged in military service.

ARTICLE III - PROFESSIONAL CONTRACTS (TENURED) AND ASSIGNMENTS

Professional Contracts
3.00 The Employer shall enter into a separate individual professional employee contract (not inconsistent with this Collective Bargaining Agreement) with each of its employees classified as a professional employee under the Pennsylvania Public School Code of 1949, as amended, who has completed satisfactorily three (3) years of service in any school district in the Commonwealth of Pennsylvania. Such individual contract shall comport with the form required by said Pennsylvania Public School Code and shall be consistent with this Collective Bargaining Agreement.

Extra-curricular Assignments
3.01 Assignment of employees to extra-curricular activities shall be made only with the consent of the employee concerned. The Employer shall not be required to make extra-curricular assignments but those who are assigned to extra-curricular duties shall be paid at the rates as outlined in the Extra Duty Plan.

Non-Certified Areas
3.02 Except as permitted by the Pennsylvania Public School Code of 1949, as amended, teaching employees shall not be assigned to an area outside that for which they have been certified.

Assignment Notification
3.03 The Employer, to the extent it reasonably is able so to do, prior to July of each year, shall notify teaching employees of their teaching assignment(s) for the coming year. If any change is made in an employee’s assignment subsequent to the aforesaid notice, the employee shall be promptly notified of such change and given the right to consultation.

Transfers
3.04 No employee shall be transferred by the Employer without consultation with the employee.

Transfer Requests
3.05 The Employer recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. Requests by teaching employees for transfer to a different class, building or position shall be in writing, one copy of which shall be filed with the Employer's Superintendent and one copy of which shall be filed with the Association.

   The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications and certification. The Employer shall act upon such request within thirty (30) days after receipt thereof.

   The Employer shall give a written response to a transfer request within thirty (30) days after receipt thereof.

Job Vacancies
3.06 The Employer shall notify the employees of professional job vacancies occurring within the Employer's school district and will permit the employees to indicate a desire to occupy any such vacancy. Whenever vacancies arise or are anticipated during the school year, that the Employer decides to fill, such positions shall be posted on the website and advertised via email. Whenever vacancies arise or are anticipated between the end of the school year and the beginning of the next, they shall be posted on the website and advertised to all employees via email.

   Unless circumstances require a lesser period, interested employees must apply within a period of eight (8) calendar days after notice is given by the Employer. For all permanent, posted bargaining unit vacancies, all properly certified bargaining unit applicants will be granted an interview. While the Employer shall consider any indications filed with it, the Employer shall have the sole right to fill a job vacancy.

   The employees not selected for the position shall receive written notice within five (5) calendar days of the successful candidate's approval by the Board.

Student Evaluation
3.07 Teaching employees shall have the responsibility of assigning the initial academic evaluation to students. Should there be a question as to the evaluation assigned by the teaching employee, the matter may be submitted to the Employer's Superintendent of Schools. If the Employer's Superintendent determines that the academic evaluation warrants review, the Employer's Superintendent shall convene an evaluation panel consisting of the Superintendent, two (2) employees of the Superintendent's choice and two (2) employees chosen by the Association.
An academic evaluation may be changed only by the written consent of the teaching employee involved or by a majority vote of the evaluation panel.

Classroom Control and Discipline
3.08 A statement of the duties and responsibilities of administrators, coordinators, department chairman and other personnel pertaining to student discipline shall be reduced to writing by the Employer's Superintendent and presented to each employee at the start of each school year.

Teacher Induction
3.09 The sole purpose of the induction process is to provide an orderly procedure to assist newly appointed teachers in becoming efficient and effective educators and to assure an orderly and successful passage through their first year of teaching. No materials gathered, observations made or critiques given shall be incorporated into, or in any way be a part of, the evaluation of any employee involved in the program.

The induction period for Inductees with no prior experience shall last not more than one year. The induction period for newly hired, experienced teachers shall be for the period and to the extent necessary as determined by the District Induction Council, but not to exceed one year.

Mentor/Support Teachers shall be selected from a pool of volunteers. No employee will be assigned as a Mentor/Support Teacher without his/her consent.

The Building Administrator in charge of evaluating an Inductee shall not be a member of the Employee's Building Induction Council.

Upon completion of the induction period the Employer shall certify to the Department of Education that the employee's induction program has been completed. Inductees shall be held harmless if the Employer fails or refuses to certify completion of the program without just cause.

Mentor/Support Teachers shall receive compensation as set forth in this Collective Bargaining Agreement.

Seniority
3.10 Seniority shall be defined as continuous length of time as a temporary professional employee or professional employee in the District as that term is defined under the Public School Code of 1949, as amended.

Seniority shall not accrue for time served as a long term substitute or as a day to day substitute.

Part time employees shall accrue seniority on a pro rata basis.
The Employer will create and maintain a seniority list for all bargaining unit employees. Such list shall include the employee’s Board approval date as a temporary professional employee or professional employee, length of employment, and the employee’s areas of professional certification. This list shall be posted once each year with notice to the bargaining unit members and the Association. The annual posting of the list shall be by the second week of September. Any concerns regarding placement on the seniority list must be raised within two (2) weeks of the posting date; otherwise the list will be presumed to be accurate and no modifications will be made thereto until the next posting. Concerns expressed during the posting period which remain unresolved are subject to the grievance procedure.

Whenever two (2) employees have the same Board approval date, so that their seniority would commence at the same time, their order of seniority shall be determined by the order in which their names appeared on the Board agenda. Tenured employees shall be considered more senior to non-tenured employee having identical seniority as defined by this Agreement.

Seniority shall be determined on the basis of the school year or the number of days worked if less than one school year. An employee who worked more than the normal school year shall not be credited with any more seniority than an employee who works the normal school year.

An employee whose service is involuntarily interrupted or interrupted by an approved leave of absence shall continue to accrue seniority during such interruption for the purpose of computing seniority for suspension and recall purposes.

ARTICLE IV - WORK SCHEDULES

Work Day

4.00 The regular workday consists of seven and three quarter (7 ¾) hours including lunch and unassigned periods. Teaching employees may leave after students are dismissed, according to a schedule to be determined by the principal equitably within each building, except those with specially assigned duties, including early and late bus duties, cafeteria, detention and playground supervision, evening parent conferences, extra time required for emergencies or other necessary duties assigned on a non-routine basis by the Employer.

Each employee is required to work a total of three (3) evenings per year as part of the employee’s regular professional responsibility. Those evenings will be devoted to activities such as "Back-to-School Night", "Parent Conferences", "Open Houses", and "Graduation". Although actual activities may vary from building to building or employee to employee, no employee will be required to work more than three (3) evenings per school year.

Planning Time
4.01 Teaching employees shall have daily preparation time within the school day, exclusive of the lunch period, during which they shall not be assigned to any other duties, to the extent of 200 minutes weekly, divided where reasonably practicable into five (5) daily periods of 40 minutes each, excepting duty requested of a teacher during normally unassigned periods in emergencies or under unusual circumstances.

School Calendar

4.02 Except for those positions regularly assigned longer work periods, employees shall not be required to work more than one hundred eighty-nine (189) days in each school year. The work year will begin no earlier than two (2) weeks before the student school year, and no earlier than one (1) week if the student year begins in August. The work year will conclude no later than June 30th of each year.

The Employer, at its sole discretion, may extend the contract period as to some or all employees in such instances as it deems desirable. In the event of such extension, employees required to work during the extended period shall receive additional compensation for such period to be computed on a daily proration of their respective compensation, at 1/189 for each additional full day during the school year.

Lunch Period

4.03 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.

ARTICLE V - WAGES AND WORKING CONDITIONS

Classifications and Rates of Pay

5.00 Employees shall be classified, where so required, pursuant to the requirements of the Pennsylvania Public School Code of 1949, as amended. The rates of pay for employees subject to this Collective Bargaining Agreement are set forth in Appendix “A” attached hereto and made a part hereof and are based upon a work year in accordance with Section 4.02, except for those positions regularly assigned longer work periods.

An employee who becomes eligible for a wage increase by reason of having attained one of the educational levels set forth on the salary schedule attached hereto as Appendix “A” (i.e. Masters, Masters plus thirty, etc.) shall be entitled to receive a wage increase based on a proration of the annual wage for the school year in which the employee achieves the additional educational attainment. The wage increase shall be prorated from the date the Employer receives satisfactory evidence that the educational attainment has been accomplished. The wage increase shall be prospective and not retroactive.

To qualify for a mid-year increase, it shall be necessary for the employee to give written notice to the Employer of the basis for the anticipated increase on
or before June 1st of the school year immediately preceding that in which the educational achievement is attained.

An employee who receives a yearly rating of UNSATISFACTORY shall receive no salary increase for the subsequent school year. If the individual receives a SATISFACTORY rating for the subsequent school year, the person will be returned to the salary schedule at the step and position the same as would be occupied if no UNSATISFACTORY was ever received.

An employee who attains National Board Certification as defined by the National Board for Professional Teaching Standards shall receive an additional non-cumulative payment of two thousand dollars ($2,000.00) per year as part of salary for each year that the National Board Certification is effective.

**Extra-Curricular Pay**

5.01 If an employee is offered and accepts assignment to an extra-curricular activity, the employee shall be paid the rate set forth for said activity in the Extra Duty Plan. The Employer shall not be required to assign employees to any or all extra-curricular positions.

**Payment**

5.02 Wages shall be paid every two (2) weeks by direct deposit into an account as designated by the employee. The Employer at any time after the close of school in June may pay in advance any remaining wages.

**Tax-Sheltered Annuity**

5.03 The Employer will continue to make available the "tax sheltered annuity" program in effect at the execution of the Collective Bargaining Agreement. No solicitation in connection with the tax-sheltered annuity shall be made during the hours of the regular school day.

**Savings Bond Deductions**

5.04 The Employer will permit the employees to cause pay deductions to be made for the purchase of United States Savings Bonds.

**Severance Payment**

5.05 Employees who have been employed in the Employer's school district for at least seven (7) consecutive years immediately prior thereto, and have at least twenty (20) years of service to the District, and at least thirty (30) years of PSERS credited service, and who shall have become eligible for retirement as defined in the Pennsylvania Public School Code of 1949, as amended, and who shall notify the Employer in writing of their intent to retire by giving written notice not less than one hundred twenty (120) days before the date the employee intends to retire, and after School Board acceptance of said notice, shall be eligible for a severance payment. The total severance payment amount is based upon the sum of (a) the amount (if any) obtained based on years of service, (b) the amount (if any) based on accumulated sick leave days and (c) the amount under subsection (c) below.
(a) The amount of this payment shall be obtained by multiplying three hundred dollars ($300.00) times the number of years of continuous service in the District to a maximum of thirty (30) years so that no employee may receive a severance payment of more than nine thousand dollars ($9,000.00) based upon the number of years of continuous service. Leaves of absence authorized by the Board shall not be considered a break in continuous service.

(b) In addition to the payment for years of continuous service, the Employer shall reimburse employees at the time of retirement for the number of accumulated and unused sick leave days between one hundred-one (101) days to three hundred (300) days. There is no payment for the first one hundred (100) days or for any days in excess of three hundred (300) days. The rate of reimbursement shall be dollars fifty ($50.00) for each accumulated day to a maximum payment for accumulated days of ten thousand dollars ($10,000.00).

In the event of disability retirement, all other provisions of the Public School Employees Retirement System as defined being satisfied, notice to the Employer in advance shall be waived.

(c) Each employee who has been employed in the East Pennsboro Area School District for a minimum of twenty (20) years shall be entitled to an additional payment of four thousand dollars ($4,000.00) per year for a period of five (5) years immediately following the employee's retirement.

(d) All payments under this section 5.05 will be made as an Employer contribution into a 403(b) tax sheltered plan.

Graduate Credit Reimbursement

5.06 The Employer shall reimburse each teaching employee who holds an Instructional I Certificate or higher for all graduate or approved undergraduate credits earned during the term of this Collective Bargaining Agreement according to the following formula:

Employees who earn a grade of A or B in a course will be reimbursed at ninety percent (90%) of the prevailing Pennsylvania State University rate per credit, or cost if cost is less.

The following shall be required to qualify a credit for reimbursement:

(a) The employee shall have received the written approval (which shall not unreasonably be withheld) of the Employer prior to commencing work upon the credit;
(b) The credit shall be earned at a fully accredited institution, the credits of which are acceptable for Pennsylvania teacher certification;
(c) Unless otherwise agreed in writing by the Employer, the credit shall be in the employee's area of teaching assignment or toward masters or higher degree program in the field of education or additional certification in the field of education;
(d) The employee shall receive a satisfactory grade (B or better) for the credit;
(e) All credits shall be received by the Superintendent one month prior to payment;
(f) Employees will not be reimbursed for more than twelve (12) credits during a fiscal year;
(g) The four (4) course limit specified in section (f) does not apply to employees on leaves of absence for professional development;
(h) The total District expenditure under this section shall not exceed one hundred eighty-six thousand dollars ($186,000.00) in the 2017-2018 fiscal year. In each year thereafter, the maximum expenditure shall be increased by 3.0% from the prior fiscal year’s maximum. The following requests for reimbursement shall be exempted from the maximum expenditure limitations: Pre-Instructional II employees who need credits (up to 12 credits) to attain Instructional II certification in their sixth (6th) year of service credit on an Instructional I certificate, all credits for educational sabbaticals, Act 48 credits needed in the last year of the employee’s five (5) year cycle, credits an employee is requested or required to be taken by the district, credits needed in the last year of the employee’s Master program, or other credits approved based upon the Superintendent’s discretion.

Should an employee voluntarily terminate employment to obtain employment elsewhere within one (1) year of earning any credit, the employee will refund 100% of the tuition reimbursement monies; if the employee should leave the district within two (2) years of earning any credit, the employee will refund 50% of the tuition reimbursement monies. The Superintendent will consider extenuating circumstances and may waive said payback provision if he/she deems appropriate. Employees leaving the employment of the District for purposes of retirement, disability, suspension, or termination by the Employer are excluded from this repayment requirement. Money recouped through this repayment provision shall be restored to the pool of money that makes up the per fiscal year maximum unless the initial reimbursement was paid pursuant to the exemptions from the per fiscal year maximum.

Reimbursement shall be made within one month when an Employee has submitted satisfactory evidence of the successful completion of a qualifying course.

Covering Pay

5.07 When a teacher who is ordinarily unassigned from other duties is assigned the responsibility of covering a class for one of the following reasons: (1) the teacher regularly assigned said class must attend to coaching responsibilities; (2) a teacher is unable to meet with a scheduled class; or (3) a substitute is not hired for an absent teacher, the teacher given the covering responsibility will provide coverage for no more than five (5) classes/periods per school year, not to exceed two (2) coverages per marking period, at no additional compensation. If a teacher covers more than the above referenced times, the teacher shall be paid an
additional compensation at the rate of Thirty-eight dollars ($38.00) per hour for the life of this Agreement.

**Travel Reimbursement**

5.08 For the term of this Collective Bargaining Agreement, employees required to use personal vehicles in the course of employment with the Employer shall be reimbursed at the maximum rate allowed by the Internal Revenue Service. The rate will be established each January 1 for that calendar year. Course of employment shall not be deemed to include travel between the Employee's home and his/her place of employment.

No personal vehicles shall be used without the prior written permission of the Employer's designee. The Employer may issue written memoranda to satisfy the requirement of a prior written permission.

**Mentor/Support Teacher Compensation**

5.09 Whenever a Mentor/Support Teacher is required to tend to his/her Mentor/Support Teacher duties before the regular work day/year begins, or after it ends, or uses his/her regular lunch or planning time, said employee will be compensated at the rate of Thirty-eight dollars ($38.00) per hour for the life of this Agreement. No Mentor/Support Teacher will be compensated for more than forty-five (45) hours of work without prior written approval of the School Board.

The Mentor/Support Teacher shall submit his/her hours, on a form to be supplied by the Employer, every two (2) weeks. The compensation earned will then be added to the employee's next regularly scheduled paycheck.

**Compensation For Individual Education Programs (IEP), Curriculum Writing, Student Assistance Team Work, and Students at Risk (STAR) Meetings.**

5.10 Whenever any professional employee is required to spend time before the regular work day/year begins, after it ends, or must use their regularly scheduled lunch or planning time for writing Individual Educational Programs (IEP’s), attending conferences on IEP’s or any other activity resulting from IEP development, said employee shall be compensated at the rate of Thirty-four dollars ($34.00) per hour for the life of this Agreement.

Whenever any professional employee participates in curriculum writing outside of the regular school day/year, said employee shall be compensated at the rate of Thirty-eight dollars ($38.00) per hour for the life of the Agreement.

Whenever any professional employee participates in Student Assistance Team activities outside of the regular work day/year, or must use their regularly scheduled lunch or planning time, said employee shall be compensated at the rate of Thirty-eight dollars ($38.00) per hour for the life of the Agreement.

Whenever any professional employee participates in a Students at Risk (STAR) meeting, or pre-conference or post-conference meeting in conjunction
with an STAR meeting outside of the regular work day/year, or must use regularly scheduled lunch or planning time, said employee shall be compensated at the rate of Thirty-eight dollars ($38.00) for the life of the Agreement.

Extra Duty Committee
5.11 An Extra Duty Committee comprised of the Athletic Director, two (2) individuals appointed by the school board (either board members or the Superintendent or designee), and two (2) individuals appointed by the Association president shall meet annually, commencing no later than February of each year of this agreement, to review and make recommendations for revision to the system of financial compensation for the Extra Duty contracts in place during the school year.

Any recommendations from the Committee must be accepted by both the Association and the Employer. If a plan is not completed and accepted by June 30, all individuals will receive compensation as outlined in the appropriate appended table.

ARTICLE VI – INSURANCE

Medical/Hospital - Current Employees
6.00 For the term of this Collective Bargaining Agreement, the Employer shall contribute toward the premium cost for employee and employee dependent coverage for a Blue Shield Preferred Provider Organization (PPO) (e.g. CustomBlue) plan with benefit levels consistent with those specified in the attached plan summary. The plan will include an emergency room copayment of $50.00 (waived if admitted) and office visit (doctor, specialists, urgent care) copayments of $30.00. The plan will also include in-network deductibles to be applied on a calendar year basis as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Individual Deductible</th>
<th>Family Deductible</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017-2018</td>
<td>$400</td>
<td>$800</td>
</tr>
<tr>
<td>2018-2019</td>
<td>$400</td>
<td>$800</td>
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</tbody>
</table>

The amount to be contributed toward the premium by the employee shall be as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage of Premium</th>
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<tbody>
<tr>
<td>2017-2018</td>
<td>11.0%</td>
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<tr>
<td>2018-2019</td>
<td>11.0%</td>
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</tbody>
</table>

The Employer will deduct from each employee’s pay, on a bi-weekly basis, an amount equal to the above amount of the bi-weekly premium cost, hereinafter referred to as the "premium share," pursuant to the health insurance category (single, parent/child, employee/spouse, parent/children and family) selected by the employee. Said "premium share” shall be subject to deduction, upon completion of the applicable form as provided in Section 125 of the Internal Revenue Service (IRS) Code, on a pre-tax basis.

Flexible Spending Account and Dependent Care
6.00 (a) The District shall maintain a Section 125 Plan on a pre-tax basis under the Internal Revenue Code and shall pay the administrative expenses of said plan. The Section 125 Plan shall include a medical flexible spending account ($2,600 in 2017 and consistent with IRS maximums in all future years) and a dependent care spending account ($5,000 annual maximum). The Plan Administrator shall be selected by the District. As a result of changes to regulations governing Section 125 unreimbursed medical FSA plans under the Internal Revenue Code, the plan document will be modified to permit $500 of unused health FSA amounts remaining at the end of a plan year to be paid or reimbursed to plan participants for qualified medical expenses incurred during the following plan year.

Spousal Coverage
6.01 The employer will make coverage for insurance benefits available to spouses of employees in limited circumstances:

Spouses who work for, and receive coverage from, any of the following entities will not be covered:
(a) Federal Government, Federal Courts and Military
(b) Commonwealth of Pennsylvania
(c) Public School Districts, charter and cyber schools and other public school entities

Medical/Hospital -Retired Employees
6.02 To the extent permissible under the terms of the existing plan, retired employees of the bargaining unit or their surviving spouse shall be permitted to retain coverage as members of the unit group until age 65, by paying their own premium and/or other cost.

Dental Insurance
6.03 The Employer shall pay One Hundred Per Cent (100%) of the premium cost for basic employee coverage program of prepaid dental care that includes supplementary periodontal services. The Employer shall also make available to each employee an employee dependent program of prepaid dental care which includes supplementary periodontal services and coverage for dependent college students to age 25. See Appendix E for a Summary of Benefits grid regarding details of covered services.

Prescription Insurance
6.04 Upon the implementation of this Agreement, the mail order prescription option will provide for a payment of $20.00 (generic)/$40.00 (brand) for a ninety (90) day supply of medication, and a prescription card will be issued to each employee which will provide for a $20.00 co-pay per prescription for brand name drugs and $10.00 co-pay per prescription for generic drugs.

Workers’ Compensation
6.05 The Employer will comply with the law of Pennsylvania in affording Workers Compensation coverage for employees.
Life Insurance
6.06 The Employer shall provide each employee with group term life insurance in an amount equal to his/her annual salary rounded up to the nearest thousand dollars. Said insurance shall have an “accidental death and dismemberment” rider.

Liability Insurance
6.07 The Employer shall provide liability insurance coverage for claims asserted against employees for personal injury or property damage and arising out of teaching activities.

Vision Insurance
6.08 The Employer shall pay One Hundred Per Cent (100%) of the premium cost for OptiChoice Vision Insurance or another plan that is mutually acceptable to both the Employer and the Association for employees and employee dependents which includes routine eye exams, tonometry, frames, lenses and contact lenses. The plan selected will provide benefits every 24 months for adults and every 12 months for children.

Monetary Stipend in Lieu of Health Insurance
6.09 Employees may annually elect to decline all health insurance benefits. In lieu of multiparty health insurance benefits, the employee will receive the amount of Two Thousand Dollars ($2,000), payable in two lump sum installments of $1,000 each, payable on the first pay in December and the first pay in June of the school year. In lieu of single party health insurance benefits, the employee will receive the amount of One Thousand Dollars ($1,000), payable in two lump sum installments of $500 each, payable on the first pay in December and the first pay in June of the school year. Those who decline must provide proof of health insurance by a carrier of their choice. Employees electing this option must notify the Business Administrator by July 1st each year. New employees electing this option shall notify the Business Administrator at the time of employment. Married couples within East Pennsboro School District are not eligible for a monetary stipend in lieu of health insurance.

Employees who elect to decline individual, parent and child/two persons, or family, parent and children/family medical coverage will be allowed to re-elect District provided coverage only under the condition that a "change in status" has occurred as defined below:

1) Marriage or divorce of employee;
2) Death of the employee’s spouse or dependent;
3) Birth or Adoption of the employee’s or spouse’s dependent;
4) Commencement or termination of employment of the employee's spouse;
5) Spousal status change from full-time to part-time employment;
6) Commencement of an unpaid leave of absence taken by the employee or the employee’s spouse;
7) Significant change in the health coverage of the employee or spouse attributable to the spouse's employment; or
8) Extenuating circumstances that affect the employee's other insurance coverage status that are not covered in items 1 through 7.

Exploratory Qualified High Deductible Health Plan (QHDHP) Committee

6.10 The Employer and the Association will establish a joint committee for the purpose of exploring, researching and becoming educated about the fundamentals and concepts of a QHDHP with an Health Savings Account (HSA). The parties shall each appoint no more than three (3) committee members. Meetings are to be held during the work day and no employees shall lose time or pay as a result of attending meetings. Both parties shall be permitted to have outside representatives attend meetings to provide relevant information to the committee members. The committee will consider various elements of a QHDHP with HSA including but not necessarily limited to deductible levels, Employer funding of deductible levels, premium costs, plan design, etc.

ARTICLE VII - ASSOCIATION PRIVILEGES

Meet and Discuss

7.00 The parties agree that they shall each meet upon the call of the other at reasonable times to discuss recommendations presented by either or both of the parties. The party calling the meeting shall present, at least two (2) days in advance thereof, a written agenda of the items it desires to discuss. Any decisions or determinations on matters so discussed shall remain with the Employer and the decision of the Employer shall be deemed final on any issue or issues raised.

Release Time for Collective Bargaining Issues

7.01a. Whenever any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings with the consent of the Employer, said employee shall suffer no loss in pay.

Release Time for Court Appearances

7.01b. Employees who are not directly involved as a party in the proceedings concerned and who are called for jury duty in a court of record or required under a subpoena to testify before any judicial or administrative tribunal shall be compensated for the difference between wages the employee would have received hereunder but for such absence and the amount received for the performance of such obligation. For the purposes of this section, any proceeding involving the Association conclusively shall be presumed to involve the employee as a party to the proceeding.

Employee Facilities

7.02 The Employer shall furnish a planning area(s) in each school building for the use of employees. Such area(s) shall be separated from students and furnished in a manner the Employer shall determine appropriate.
Information
7.03 The Employer, upon request by the Association, shall make available such information as may be reasonably necessary to enable the Association to properly perform its duties as a collective bargaining representative for the unit herein described.

Mail Facilities
7.04 The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of building principals or other members of the administration, provided, the administration may refuse to accept material defamatory in nature or in quantity such as to unreasonably burden the distribution facilities.

Use of Rooms
7.05 Subject to the Employer's policies and the regulations concerning public use of the Employer's facilities, the Employer will make available to the Association the use of rooms for Association meetings being held at a time prior or subsequent to the regular school day.

To obtain the use of a room, the Association shall contact the principal of the building concerned and arrange for time and available space. Such meetings shall be conducted in an orderly fashion and shall not be disruptive of the use of the school by others.

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.

Use of Equipment
7.06 The Association shall have the right to use school facilities and equipment at reasonable times when not otherwise in use on the condition that the Employer is reimbursed for all materials consumed and that use of all equipment is with the specific permission of the principal of the building where the same is kept. The Association agrees to assume full responsibility for the proper care of the equipment and to pay the cost of any repair necessitated by its use. Only persons trained and skilled in the use of a particular piece of equipment shall have access to it.

Right to Speak at Faculty Meetings
7.07 An opportunity shall be accorded to an Association representative to speak to the employees during one meeting annually for at least fifteen (15) minutes at the request of the representative. The Association may make an oral announcement at any faculty meeting. An announcement is a statement of two (2) minutes or less duration.

Right to Speak at Employer Meetings
7.08 A representative of the Association shall have the right to speak at all public meetings of the Employer and shall be given a copy of the agenda at the beginning of each public meeting of the Employer's Board of Directors.

After School Meetings - Association  
7.09 When the Association meetings are held after school, teaching employees may leave at student dismissal time to attend, provided they have no specially assigned duties.

Safe Working Conditions  
7.10 Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being. Employees shall not be required to come to work when students are not required to come to school because of inclement weather. Employees, however, will be required to remain at work upon dismissal of students because of inclement weather one-half (1/2) hour after the students have left the school premises.

ARTICLE VIII - EMPLOYER'S RIGHTS

Control of School System  
8.00 Recognizing that the successful operation of the Employer's school system depends upon the cooperation of the parties hereto, it specifically is understood and agreed that the Employer shall have the exclusive right to supervise, manage, and control the operation of its school system. The Employer shall not exercise any rights in violation of this Collective Bargaining Agreement. The Employer specifically retains the right to exercise all powers and rights granted to the Employer under the laws of Pennsylvania (including the Pennsylvania Public School Code of 1949, as amended).

Supervisory Personnel  
8.01 While the Employer desires that no bargaining unit work shall be done by the employer's supervisory personnel, it shall be permissible for the Employer to assign, on non-regular basis, unit work to supervisory personnel when it deems the same appropriate.

ARTICLE IX - GRIEVANCE AND ARBITRATION

Complaint  
9.00 A grievance is a claim based upon an event or situation which affects the conditions or circumstances under which an employee works, allegedly caused by misinterpretation or inequitable application of this Collective Bargaining Agreement.

Continued Business  
9.01 In the event of a dispute or difference, the parties hereto and the employees shall continue to transact and carry on the business of the Employer. Grievances shall be handled exclusively through the process hereafter described.
Procedure
9.02  (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 ten (10) calendar 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.

(b) Step 2 - If the grievance properly has been presented pursuant to Step 1 and, if the matter has not been satisfactorily settled within twelve (12) calendar days subsequent to the occurrence of the event giving rise to the grievance, either the employee or the Association may present the grievance in writing to the Employer's Superintendent (or a replacement selected by the Employer) not later than fifteen (15) calendar days subsequent to the occurrence of the event giving rise to the grievance, and attempt to work out a settlement of the matter.

(c) Step 3 - If the grievance has been properly presented pursuant to Steps 1 and 2 and, if the matter has not been satisfactorily settled within twenty-two (22) calendar days subsequent to the occurrence of the event giving rise to the grievance, either the employee or the Association may present the grievance in writing to the Employer's Board of School Directors not later than twenty-five (25) calendar days subsequent to the occurrence of the event giving rise to the grievance and attempt to work out a settlement of the matter.

(d) Step 4 - If the grievance has been properly presented pursuant to Steps 1, 2, and 3 and, if the matter has not been satisfactorily settled within thirty-five (35) calendar days subsequent to the occurrence of the event giving rise to the grievance, the Association may submit the grievance to arbitration. In such event, the Association shall notify the Board in writing (setting forth the matter in dispute) within forty (40) calendar days subsequent to the occurrence of the event giving rise to the grievance, that it wishes to have the matter presented to an arbitrator. If within forty-five (45) days subsequent to the occurrence of the event giving rise to the grievance the parties have not agreed upon an arbitrator, then either party may, within fifty (50) days subsequent to the occurrence of the event giving rise to the grievance, request arbitration pursuant to the provisions of Section 903 of the Pennsylvania Public Employe Relations Act.

The Arbitrator shall have no power to add to, subtract from or modify the terms of this Collective Bargaining Agreement, nor shall the Arbitrator have the power to require any act which violates the law or this Collective Bargaining Agreement. The decision of the Arbitrator shall be final and binding upon the Employer, the Association and the employees.

(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. The parties may extend time limits by agreement in writing.

(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. Provided, however, that if the Arbitrator schedules an arbitration hearing during duty time, employees required to attend such hearing shall not suffer a loss wages for the period of required attendance.

While an employee may present his or her own grievance, the Association may be represented and may present its position at each step of every grievance. The Employer 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 one employee other than the grievant 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) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article. Meetings shall be at a time mutually agreeable to the parties in interest. If any meeting is held during school hours at the insistence of the School District, all parties in interest shall receive no loss in pay or other compensation.

(j) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

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

(l) The Association may commence a grievance at Step 2 if the grievance affects two (2) or more employees and may pursue the grievance as to all employees named. In such event the Association and the employees shall be bound by all requirements of the grievance procedure including the time limits, the commencement time, however, being fifteen (15) days subsequent to the occurrence of the event giving rise to the grievance rather than ten (10) days as in a Step 1 commencement.

(m) At the option of either the employee or the Association events occurring within thirty-five (35) days of the close of the school year which give rise to a grievance may permit acceleration of the grievance process.
(n) Forms for use in grievance presentation are marked Appendix B attached hereto and made a part hereof.

ARTICLE X - LABOR PEACE

Strikes, Etc.
10.00 The Association agrees that it will not authorize, aid nor encourage a strike by its members during the term of this Collective Bargaining Agreement, and the Employer agrees that it will not conduct a lockout. Any employee who violates this clause shall be subject to the disciplinary action by the Employer.

ARTICLE XI - DISCIPLINE AND HEARINGS

Discipline and Reprimand
11.00 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Employer, or any agent, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the employee concerned.

Hearings
11.01 Any employee required to appear at a hearing to answer charges, the resolution of which may affect the tenure of said employee, shall be given prior written notice of the purpose of such meeting and shall be entitled to have present a representative of the Association and/or legal counsel to advise and represent said employee.

ARTICLE XII - COMPENSATION CLAIMS

Cooperation
12.00 Any employee injured in the course of performing his or her duties immediately shall report the same to the office of the Employers Business Manager. The Employer will cooperate toward the prompt settlement of employee on-the-job injury claims when such claims are due and owing.

ARTICLE XIII – MISCELLANEOUS

Demands, Proposals and Waivers
13.00 The Employer and the Association acknowledge that during the negotiations that resolved in this Collective Bargaining 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 Collective Bargaining
Agreement. Therefore, the Employer and the Association, for the life of this Collective Bargaining 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 Collective Bargaining Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or executed this Agreement.

The foregoing notwithstanding, the Association shall have the right to negotiate for wage rates applicable to new bargaining unit positions created during the term of this Collective Bargaining Agreement.

Employee Evaluation
13.01 All observation of the work performance of an employee shall be conducted with the knowledge of the employee.

An employee shall be given a copy of any class visit or evaluation report prepared by the employee's evaluators.

All bargaining unit members shall be subject to evaluation pursuant to current state regulations or any amendments thereto.

A meeting time before the formal observation will be established as will a meeting time after the formal observation to discuss the results. Such post-observation meeting shall occur no later than 15 days following the formal observation.

Any employees evaluated by a formal observation shall be given a personal copy of the formal observation evaluation report prepared by the evaluator. No such report shall be placed in the employee's file or otherwise acted upon without first holding the post-observation meeting 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. No formal observations will take place the first 5 student days or the last 5 student days of school nor the day before or the day after a holiday unless an informal observation by an administrator leads to concerns that warrant a formal observation during these stated precluded times.

Employees shall be trained on the new evaluation system. Employees shall be rated only by persons authorized by applicable law to do so. Informal and/or walk-through observations may occur at any time.

A committee shall be established consisting of administrators and employees (bargaining unit members appointed by EPEA) to deal with PDE regulations related to student learning objectives and differentiated supervision.

Personnel File
13.02 (a) Contents Available
An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein.
An employee shall be entitled to have a representative of the Association accompany him/her during such review.

(b) Derogatory Material
No material derogatory to an employee’s conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing the employee’s signature to the copy to be filed with the express understanding that such signature in no way indicates agreement and with the right to submit a written answer to such material. The answer shall be reviewed by the Employer’s designee and attached to the file copy.

No administrator shall hold derogatory material in a separate file.

(c) Notification of Complaints
Any complaint regarding an employee made to any member of the administration by any parent, student, or other person which is used in any manner in evaluating an employee shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and rebut such complaint, and shall have the right to be represented by the Association.

Part-Time Teachers
13.03 The Employer may employ part time teachers. The wages and working conditions of such teachers shall be determined pursuant to the procedure permitted by the Pennsylvania Public School Code of 1949, as amended.

Summer School, Home Bound Instruction, Extension and Supplemental Program
13.04 The Employer may offer summer school, home bound instruction, extension and supplemental programs (to include driver’s education outside of school hours) as provided in the Pennsylvania Public School Code of 1949, as amended. Such programs shall be governed by said Code and shall not be subject to the terms of this Collective Bargaining Agreement except that an employee assigned to perform home bound instruction or driver education shall be compensated at the rate of Thirty-eight dollars ($38.00) per hour for the life of the Agreement.

Reduction of Force
13.05 The Employer in reducing the number of employees in the bargaining unit shall do so for reasons and by methods permitted or not prohibited by the laws of Pennsylvania.

No Substitute Benefits
13.06 The benefits set forth in this Collective Bargaining 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.

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

Captions
13.08 The captions, paragraph 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 paragraphs or articles of this Collective Bargaining Agreement nor in any way affect this Agreement.

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

Copies of Agreement
13.10 The Employer, at its own cost, shall provide each unit employee with a copy of this Collective Bargaining Agreement.

ARTICLE XIV - CONFORMITY TO -SAVING CLAUSE

Unlawful or Unenforceable Provision
14.00 If any provision of this Collective Bargaining Agreement or any application thereof to any employee or group of employees is held to be contrary to law, then such provision or application shall not deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XV - TERMINATION CLAUSE

Term of Contract
15.00 This Collective Bargaining Agreement shall be in full force and effect from September 1, 2017 up to and including August 31, 2019.

Implementation
15.01 The wage increases reflected in the salary schedules shall be effective retroactively to the 2017-2018 school year. All retroactive monies shall be paid as soon as reasonably possible but in no circumstances later than the December 1, 2017 pay check.
ATTEST:

EAST PENNSBORO AREA SCHOOL DISTRICT

By: _________________________________
President

EAST PENNSBORO EDUCATION ASSOCIATION

By: _________________________________
President

______________________________
Secretary
(Seal)
Appendix A Salary Schedules  
East Pennsboro School District  
Salary Schedule Step Placement

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<td>Top</td>
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</tbody>
</table>

To track your movement through the schedule toward the Top Step, find your step in the 2016-2017 (Base Year) year and then move horizontally across the columns to see which steps you will move to.
### 2017-2018 (Year 1)
#### Salary Schedule

<table>
<thead>
<tr>
<th>From Top</th>
<th>Steps</th>
<th>B</th>
<th>Masters</th>
<th>M+30</th>
<th>M+60</th>
<th>M+75</th>
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### EAST PENNSBORO
#### 2018-2019 (Year 2)
#### Salary Schedule

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<th>Steps</th>
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<td>8</td>
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<td>$70,550</td>
<td>$72,595</td>
<td>$74,640</td>
<td>$76,685</td>
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</tbody>
</table>
Appendix B

GRIEVANCE REPORT FORM

EAST PENNSBORO AREA SCHOOL DISTRICT

Submit to Principal

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ASSIGNMENT</th>
<th>NAME OF GRIEVANT</th>
<th>DATE FILED</th>
</tr>
</thead>
</table>

STEP I

A Date Event Giving Rise to Grievance Occurred: ____________________________

B. Date Presented: __________________________________________________________

C. 1. Statement of Grievance: _____________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

2. Contract Section Alleged to be Violated: _________________________________

________________________________________________________________________

________________________________________________________________________

3. Relief Sought: __________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________ Signature
APPENDIX B
GRIEVANCE REPORT FORM
EAST PENNSBORO AREA SCHOOL DISTRICT

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ASSIGNMENT</th>
<th>NAME OF GRIEVANT</th>
<th>DATE FILED</th>
</tr>
</thead>
</table>

STEP II

A. Date Presented to Superintendent: ________________________________
   (or selected replacement)

(Attach copy of Step I form as completed if not already part hereof)

________________________________________
Signature
## APPENDIX B
### GRIEVANCE REPORT FORM

EAST PENNSBORO AREA SCHOOL DISTRICT

<table>
<thead>
<tr>
<th>BUILDING</th>
<th>ASSIGNMENT</th>
<th>NAME OF GRIEVANT</th>
<th>DATE FILED</th>
</tr>
</thead>
</table>

---

### STEP III

A. Date Presented to Board Directors: ________________________________

(Attach copies of Step I and Step II form as completed if not already part hereof.)

________________________
Signature

---

**NOTE:** All provisions of the Collective Bargaining Agreement under which this grievance is filed WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.
APPENDIX C

EAST PENNSBORO AREA SCHOOL DISTRICT

PAYROLL DEDUCTION AUTHORIZATION

I, ________________________________ the undersigned employee of the East Pennsboro Area School District (the "Employer", being a member of the Collective Bargaining Unit represented by the East Pennsboro Education Association (the "Association") do hereby authorize and direct the Employer to deduct from my wages an amount equal to the entire annual dues of the Association, the Pennsylvania State Education Association, and the National Education Association. I authorize this deduction for (ten or twenty) consecutive pays in as nearly equal amounts as reasonably convenient.

I specifically assign said deductions and direct that they be remitted to the Association. Said deductions shall be made pursuant to the provisions of any Collective Bargaining Agreement between the Employer and the Association.

This deduction authorization shall remain irrevocable until revoked as provided in any Collective Bargaining Agreement between the Employer and the Association or, if none is in existence, upon the termination of any such Collective Bargaining Agreement.

The Employer may rely exclusively upon the Association to advise the Employer of the amounts to be deducted from my wages.

__________________________________________
Signature

__________________________________________
Date
## East Pennsboro Area School District

On the chart below, you’ll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Network</th>
<th>Out-of-Network</th>
</tr>
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<tbody>
<tr>
<td><strong>General Provisions</strong></td>
<td>Calendar Year</td>
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<tr>
<td><strong>Benefit Period</strong></td>
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<tr>
<td>Deductible (per benefit period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective 1/1/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$300</td>
<td>$600</td>
</tr>
<tr>
<td>Family</td>
<td>$600</td>
<td>$1,200</td>
</tr>
<tr>
<td>Deductible (per benefit period)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Effective 1/1/2015</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>$400</td>
<td>$800</td>
</tr>
<tr>
<td>Family</td>
<td>$900</td>
<td>$1,800</td>
</tr>
<tr>
<td>Plan Pays – payment based on the plan allowance</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Out-of-Pocket Limit (Once met, plan pays 100% for the rest of the benefit period)</td>
<td>None</td>
<td>$1,000</td>
</tr>
<tr>
<td>Individual</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>Family</td>
<td>None</td>
<td>$2,000</td>
</tr>
<tr>
<td>Total Maximum Out-of-Pocket (Includes deductible, consolation, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.</td>
<td>None</td>
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<tr>
<td>Individual</td>
<td>$6,350</td>
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<tr>
<td>Family</td>
<td>$12,700</td>
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<tr>
<td><strong>Office/Clinic/Urgent Care Visits</strong></td>
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</tr>
<tr>
<td>Retail Clinic Visits</td>
<td>100% after $30 copayment</td>
<td>80% after deductible</td>
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<tr>
<td>Primary Care Provider Office Visits</td>
<td>100% after $30 copayment</td>
<td>80% after deductible</td>
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<tr>
<td>Specialist Office Visits</td>
<td>100% after $30 copayment</td>
<td>80% after deductible</td>
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<tr>
<td>Virtual Visit Originating Site Fee</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td>Urgent Care Center Visits</td>
<td>100% after $30 copayment</td>
<td>80% after deductible</td>
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<tr>
<td><strong>Preventive Care</strong></td>
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<tr>
<td>Routine Adult</td>
<td></td>
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<tr>
<td>Physical exams</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Adult immunizations</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
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<tr>
<td>Colorectal cancer screening</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
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<tr>
<td>Routine gynecological exams, including a Pap Test</td>
<td>100% (deductible does not apply)</td>
<td>80% (deductible does not apply)</td>
</tr>
<tr>
<td>Mammograms, annual routine and medically necessary</td>
<td>100% (deductible does not apply)</td>
<td>80% (deductible does not apply)</td>
</tr>
<tr>
<td>Diagnostic services and procedures</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Routine Pediatric</td>
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<td></td>
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<tr>
<td>Physical exams</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Pediatric immunizations</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Diagnostic services and procedures</td>
<td>100% (deductible does not apply)</td>
<td>80% after deductible</td>
</tr>
<tr>
<td><strong>Hospital and Medical/Surgical Expenses (including maternity)</strong></td>
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<tr>
<td>Hospital Inpatient</td>
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<tr>
<td>Hospital Outpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Maternity (non-preventive facility &amp; professional services)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Medical/Surgical (except office visits)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td><strong>Emergency Services</strong></td>
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<tr>
<td>Emergency Room Services</td>
<td>100% after $50 copayment (waived if admitted)</td>
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<tr>
<td>Ambulance</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td><strong>Therapy and Rehabilitation Services</strong></td>
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<td>Physical Medicine</td>
<td>100% after $30 copayment</td>
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<tr>
<td>Respiratory Therapy</td>
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<td>Out-of-Network</td>
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<td>Spinal Manipulations</td>
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<td>Unlimited visits</td>
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<td>Speech &amp; Occupational Therapy</td>
<td>100% after $30 copayment</td>
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<td></td>
<td>Limit: 12 visits per therapy/benefit period</td>
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<td>80% after deductible</td>
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<tr>
<td>Mental Health/Substance Abuse</td>
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<tr>
<td>Inpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td>Inpatient Detoxification/Rehabilitation</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td>Outpatient</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Allergy Extracts and Injections</td>
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<td>80% after deductible</td>
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<td>Assisted Fertilization Procedures</td>
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<tr>
<td>Dental Services Related to Accidental Injury</td>
<td>Not Covered</td>
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<td>Diagnostic Services</td>
<td></td>
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<tr>
<td>Advanced Imaging (MRI, CAT, PET scan, etc.)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td>Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td>Durable Medical Equipment, Orthotics and Prosthetics</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Home Health Care</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
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<tr>
<td></td>
<td>Unlimited visits</td>
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</tr>
<tr>
<td>Hospice</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Infertility Counseling, Testing and Treatment(4)</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Oral Surgery</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td>Private Duty Nursing</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td></td>
<td>Limit: 240 hours/benefit period</td>
<td></td>
</tr>
<tr>
<td>Skilled Nursing Facility Care</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td></td>
<td>Unlimited visits</td>
<td></td>
</tr>
<tr>
<td>Transplant Services</td>
<td>100% after deductible</td>
<td>80% after deductible</td>
</tr>
<tr>
<td></td>
<td>Unlimited visits</td>
<td></td>
</tr>
<tr>
<td>Pre-certification Requirements(5)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Requirements</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Drug Deductible</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Individual</td>
<td>None</td>
<td>None</td>
</tr>
<tr>
<td>Family</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Prescription Drug Program(6)</td>
<td>Retail Drugs (31-60/90-day Supply)</td>
<td>$10/$20/$30 generic copayment</td>
</tr>
<tr>
<td>Mandatory Generic</td>
<td></td>
<td>$20/$40/$60 brand copayment</td>
</tr>
<tr>
<td>Defined by the Premier 2012 Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.</td>
<td>Maintenance Drugs through Mail Order (90-day Supply)</td>
<td>$20 generic copayment</td>
</tr>
<tr>
<td>Your plan uses the Comprehensive Formulary.</td>
<td></td>
<td>$40 brand copayment</td>
</tr>
</tbody>
</table>

(1) Your group's benefit period is based on a Calendar Year.
(2) Effective with plan years beginning on or after January 1, 2015 the Network Total Maximum Out-of-Pocket as mandated by the federal government must include deductible, coinsurance, copays, prescription drug cost sharing, and any qualified medical expense. The Total Maximum Out of Pocket cannot be more than $6,600 for individual and $13,200 for two or more persons.
(3) Services are limited to those listed in the Highmark Preventive Schedule and Women's Health Preventive Schedule. Gender, age and frequency limits may apply.
(4) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group’s prescription drug program.
(5) Highmark Medical Management & Policy (MMP) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MMP for precertification. If not, you are responsible for contacting MMP. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
(6) You are responsible for the payment differential when a generic drug is authorized by your provider and you purchase a brand name drug. Your payment is the price difference between the brand name drug and generic drug in addition to the brand name drug copayment or coinsurance amounts, which may apply.

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

11/03/2014 Customized/P2001821 NG C-PRO

(1) Treatment includes coverage for the correction of a physical or medical problem associated with infertility.
(2) State mandated minimum benefits may apply to a diagnosis of serious mental illness.
(3) Carrier/Administrator must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Some facility providers will contact carrier and obtain precertification of the inpatient admission on your behalf. Be sure to verify that your provider is contacting carrier for precertification. If not, you are responsible for contacting carrier. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
## APPENDIX E

### UNITED CONCORDIA DENTAL

**Dental Benefits Summary for East Pennsboro Area School District**

#### Network: Advantage

<table>
<thead>
<tr>
<th>Benefit Category</th>
<th>CONCORDIA FLEX PLAN</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Class I - Diagnostic/Preventive Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exams</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bitewing X-rays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Other X-rays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cleanings &amp; Fluoride Treatments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sealants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Palliative Treatment</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Class II - Basic Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Basic Restorative (Fillings)</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Simple Extractions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Space Maintainers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repairs of Bridges &amp; Dentures</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Endodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Nonsurgical Periodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surgical Periodontics</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Complex Oral Surgery</td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Anesthesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Class III - Major Services</strong></td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Repairs of Crowns, Inlays &amp; Onlays</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Inlays, Onlays, Crowns</td>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>Prosthetics (Bridges, Dentures)</td>
<td>100%</td>
<td>100%</td>
</tr>
<tr>
<td>Orthodontics for dependent children to age 19</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Orthodontic Treatment</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Included Plan Features</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Pregnant Benefit</td>
<td>Covers 1 additional cleaning during pregnancy</td>
</tr>
</tbody>
</table>

Maximizing out-of-pocket (applies to the combination of services received from network and non-network dentists)

| Annual Program Deductible (per person/per family) | None |
| Annual Program Maximum (per person) | $1,000 |
| Lifetime Orthodontic Maximum (per person) | Excludes Orthodontics |

<table>
<thead>
<tr>
<th>Reimbursement</th>
<th>Advantage</th>
<th>Advantage</th>
</tr>
</thead>
</table>

*Representative listing of covered services - certificate of coverage provides a detailed description of benefits.*

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). United Concordia Dental's standard exclusions and limitations apply.
3. Composite Fillings are covered when performed on posterior teeth.

UnitedConcordia.com • 1-800-332-0366
LETTER OF UNDERSTANDING
Vacancy/Transfer

1) When both an internal and external candidate apply for the same position, the internal candidate shall be afforded an opportunity for interview first.

2) If the transfer request is not granted, the employee may request a meeting with the principal and/or Superintendent to discuss the reason for the non-granting of the transfer request.

3) In situations where an individual is making a request for transfer to a vacancy within the same department or certification area, the District shall not require a mock lesson demonstration. The employee, however, may volunteer to do a mock lesson.

For the East Pennsboro Area School District:

__________________________________________ Date

For the East Pennsboro Education Association:

__________________________________________ Date
LETTER OF UNDERSTANDING
Class Size

The District will provide written data to the Association concerning class size and student teacher ratio for every course section and grade level by September 30 of each school year. Upon request, representatives of the Board, Administration and Association will meet no later than November 30 of the school year to discuss concerns about class size and student teacher ratios.

It is understood and agreed between the parties this item is not part of the collective bargaining agreement and is not subject to the grievance procedure or arbitration.

For the East Pennsboro Area School District:

_________________________________________  Date

For the East Pennsboro Education Association:

_________________________________________  Date