

Collective Bargaining Agreement
Between
Wyalusing Area School District
And
Wyalusing Area Education Association



July 1, 2021 through June 30, 2025

WAEA Approved: _____

WASD Board Approved: _____

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WITNESSETH

NOW THEREFORE witnessed it being the intention of the parties hereto be legally bound, it is mutually understood and agreed as follows:

I. RECOGNITION:

1. RECOGNITION

The Wyalusing Area Board of School Directors (Employer) recognizes the Wyalusing Area Education Association/PSEA (Association) as the exclusive representative for all full-time and regular part-time employees in the bargaining unit certified by the Pennsylvania Labor Relations, PERA-R-141-C and dated January 6, 1971, for the purpose of collective bargaining on all matters with respect to wages, hours and other terms and conditions of employment.

2. TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2021 and shall continue in full force and effect until June 30, 2025, or until such later date as the two parties may hereinafter agree is to be the extended termination date. This Agreement shall supersede and replace any and all other Agreements between the Wyalusing Area School District and the Wyalusing Area Education Association and shall be binding on all parties for the period of this Agreement.

3. NO STRIKE-NO LOCKOUT PROVISION

Both parties agree to be bound by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195.

4. WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the schedule of wages as set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement.

5. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix B attached to and made a part of this Agreement.

6. TERMS AND CONDITIONS OF EMPLOYMENT

The parties agree that the terms and conditions of employment to be affected by this Agreement are accurately reflected in Appendix C attached to and made part of this Agreement.

7. GRIEVANCE PROCEDURE

It is in the interest of the general public and in the interest of the school children that both Employer and Employees serve, that grievances be reconciled and disposed of as expeditiously as is possible.

Grievances shall be processed according to the procedure described in Appendix D attached hereto and made part of this Agreement.

8. DEFINITIONS

The Appendix E has been established to clarify terms used in this Agreement. The items placed in the Definitions and Clarification section are non-negotiable.

9. JOB SECURITY AND JOB PROGRESSION AND REDUCTION OF FORCES

Matters concerning job security, job progression and reduction of forces shall be governed by the “Public School Code of 1949 as amended” of the Commonwealth of Pennsylvania.

In the event that additional provisions not inconsistent or in conflict with those enumerated in the School Code shall be agreed upon by the parties with respect to job security, job progression and reduction in force, such provisions shall be made a part of Appendix C, which shall be made part of this Agreement.

10. WAIVERS

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on the Agreement will be conducted on any items during the life of this Agreement.

11. PURPOSE OF AGREEMENT

The purpose of this Agreement is to eliminate misunderstanding between the Wyalusing Area School District and the employees in the Bargaining Unit.

Both parties have executed this Agreement in good faith and will enforce the conditions and intent as herein stated.

WYALUSING AREA EDUCATION ASSOCIATION
BARGAINING UNIT

WYALUSING AREA SCHOOL DISTRICT
PUBLIC EMPLOYER

By: _____

By: _____

Title: WAEA President

Title: Board of Directors, President

Date: _____

Date: _____

II. APPENDIX “A” – SALARY PROVISIONS

1. SALARY

A. STEPS.

Professional Employees’ and Temporary Professional Employees’ step placement will follow the Step Placement below. In determining the steps to be credited to a Professional Employee or Temporary Professional Employee, up to five (5) years of service outside the Wyalusing Area School District may be recognized provided the same is certified by the School District or School Districts which employed the Professional Employee or Temporary Professional Employee.

A partial year of teaching constitutes a full step for placement on the salary schedule for the following year providing the employee has been in service for ninety (90) instructional days to obtain the next step. The service is exclusive of summer employment.

B. ABSENCE WITHOUT PAY.

Any Professional Employee or Temporary Professional Employee who is absent for any reason not covered by the Pennsylvania School Code or this contract shall have deducted from the Employee’s salary for each day of absence one/one hundred eighty-sixth (1/186) of said salary. Professional Employees or Temporary Professional Employees who work in excess of the one hundred eighty-six (186) days shall have deducted an amount in ratio to payment of that service.

In the event of extenuating circumstances, the Wyalusing Area School Board may choose to grant additional emergency days or deduct only the substitute’s pay from the Professional Employee’s or Temporary Professional Employee’s salary.

C. GARNISHMENT.

Should the District receive an order for the garnishment of a member’s wages, the District may charge the affected employee a 2% administration fee for the garnishment of wages should the law allow.

2. SCHEDULES AND PLACEMENT

A. SALARY SCHEDULES.

The following salary schedules shall be determinative of the annual salaries to be paid for a Normal School Year to Professional Employees and Temporary Professional Employees under contract with the Wyalusing Area School District within the respective classification hereinafter defined in Appendix E. The wages set forth in the 2021-2022 salary schedule shall apply only to the last thirteen (13) pay periods of the 2021-2022 school year.

Professional Employees and Temporary Professional Employees shall progress through the salary schedule in a horizontal manner on the Salary Schedule Step Placement Charts below beginning from their 2020-2021 steps.

2020-2021 (Base)	2021-2022	2022-2023	2023-2024	2024-2025
Step	Step	Step	Step	Step
		1		1
			1	2
			2	3
			3	4
			4	5
1	2	3	4	5
2	3	4	5	6
3	4	5	6	7
4	5	6	7	8
5	6	7	8	9
6	7	8	9	10
7	8	9	10	11
8	9	10	11	12
9	10	11	12	13
10	11	12	13	14
11	12	13	14	15
12	13	14	15	15
13	14	15	15	15
14	15	15	15	15
15	15	15	15	15

2021-2022							
Step	B	B+24	B+36/M	M+15	M+30	M+45	M+60
1	\$58,124	\$59,426	\$62,204	\$64,441	\$66,420	\$68,601	\$70,424
2	\$58,651	\$59,952	\$62,731	\$64,968	\$66,947	\$69,127	\$70,953
3	\$59,177	\$60,479	\$63,257	\$65,494	\$67,473	\$69,654	\$71,480
4	\$59,704	\$61,005	\$63,784	\$66,021	\$68,000	\$70,180	\$72,006
5	\$60,230	\$61,809	\$64,285	\$66,826	\$68,803	\$70,984	\$72,810
6	\$60,833	\$62,575	\$65,354	\$67,591	\$69,568	\$71,750	\$73,499
7	\$61,411	\$63,152	\$65,932	\$68,169	\$70,146	\$72,327	\$74,001
8	\$63,718	\$65,460	\$67,201	\$69,439	\$71,214	\$73,395	\$74,993
9	\$65,983	\$67,105	\$68,847	\$71,085	\$72,657	\$74,838	\$76,359
10	\$68,249	\$69,371	\$71,112	\$73,349	\$74,719	\$76,900	\$78,346
11	\$70,514	\$72,257	\$73,997	\$76,235	\$77,605	\$79,582	\$80,951
12	\$73,185	\$75,547	\$77,288	\$79,525	\$80,896	\$82,265	\$83,635
13	\$74,371	\$76,733	\$78,474	\$80,712	\$82,082	\$83,451	\$84,821
14	\$76,667	\$78,409	\$80,770	\$83,008	\$84,377	\$85,747	\$87,117
15	\$79,339	\$82,320	\$84,061	\$86,299	\$87,669	\$89,038	\$90,408

2022-2023							
Step	B	B+24	B+36/M	M+15	M+30	M+45	M+60
1	\$59,337	\$60,873	\$63,124	\$65,285	\$68,084	\$71,289	\$73,781
2	\$59,857	\$61,393	\$63,644	\$65,805	\$68,604	\$71,809	\$74,303
3	\$60,377	\$61,913	\$64,164	\$66,325	\$69,124	\$72,329	\$74,823
4	\$60,897	\$62,433	\$64,684	\$66,845	\$69,644	\$72,849	\$75,343
5	\$61,417	\$63,138	\$65,188	\$67,550	\$70,349	\$73,554	\$76,048
6	\$62,089	\$63,919	\$66,170	\$68,331	\$71,129	\$74,334	\$76,677
7	\$62,745	\$64,575	\$66,826	\$68,987	\$71,785	\$74,990	\$77,180
8	\$64,553	\$66,384	\$68,213	\$70,374	\$72,768	\$75,972	\$78,011
9	\$66,604	\$68,021	\$69,851	\$72,012	\$74,000	\$77,204	\$79,090
10	\$68,655	\$70,072	\$71,902	\$74,063	\$75,645	\$78,850	\$80,584
11	\$70,707	\$72,537	\$74,367	\$76,528	\$78,110	\$80,908	\$82,490
12	\$73,569	\$75,812	\$77,642	\$79,803	\$81,385	\$82,967	\$84,549
13	\$75,441	\$77,685	\$79,515	\$81,675	\$83,258	\$84,840	\$86,422
14	\$78,054	\$79,884	\$82,127	\$84,288	\$85,870	\$87,452	\$89,034
15	\$80,916	\$83,573	\$85,403	\$87,563	\$89,146	\$90,728	\$92,310

2023-2024							
Step	B	B+24	B+36/M	M+15	M+30	M+45	M+60
1	\$60,434	\$62,206	\$63,929	\$66,013	\$69,633	\$73,861	\$77,024
2	\$60,948	\$62,720	\$64,443	\$66,527	\$70,147	\$74,375	\$77,539
3	\$61,461	\$63,233	\$64,956	\$67,040	\$70,660	\$74,888	\$78,052
4	\$61,975	\$63,747	\$65,470	\$67,554	\$71,174	\$75,402	\$78,566
5	\$62,488	\$64,353	\$65,975	\$68,160	\$71,779	\$76,008	\$79,172
6	\$63,230	\$65,149	\$66,872	\$68,956	\$72,575	\$76,804	\$79,739
7	\$63,963	\$65,882	\$67,606	\$69,689	\$73,309	\$77,537	\$80,245
8	\$65,273	\$67,192	\$69,110	\$71,194	\$74,206	\$78,434	\$80,913
9	\$67,110	\$68,822	\$70,741	\$72,825	\$75,227	\$79,456	\$81,707
10	\$68,947	\$70,659	\$72,577	\$74,661	\$76,456	\$80,684	\$82,707
11	\$70,784	\$72,703	\$74,621	\$76,705	\$78,499	\$82,119	\$83,913
12	\$73,837	\$75,963	\$77,881	\$79,965	\$81,760	\$83,554	\$85,349
13	\$76,396	\$78,521	\$80,440	\$82,524	\$84,318	\$86,113	\$87,907
14	\$79,325	\$81,243	\$83,368	\$85,452	\$87,247	\$89,041	\$90,836
15	\$82,379	\$84,710	\$86,629	\$88,713	\$90,507	\$92,302	\$94,096

2024-2025							
Step	B	B+24	B+36/M	M+15	M+30	M+45	M+60
1	\$61,707	\$63,714	\$64,910	\$66,917	\$71,357	\$76,609	\$80,442
2	\$62,214	\$64,221	\$65,417	\$67,424	\$71,864	\$77,116	\$80,949
3	\$62,721	\$64,728	\$65,924	\$67,931	\$72,371	\$77,623	\$81,456
4	\$63,228	\$65,235	\$66,431	\$68,438	\$72,878	\$78,130	\$81,963
5	\$63,735	\$65,742	\$66,938	\$68,945	\$73,385	\$78,637	\$82,470
6	\$64,546	\$66,553	\$67,749	\$69,756	\$74,197	\$79,449	\$82,977
7	\$65,357	\$67,364	\$68,560	\$70,567	\$75,008	\$80,260	\$83,484
8	\$66,169	\$68,176	\$70,183	\$72,190	\$75,819	\$81,071	\$83,991
9	\$67,791	\$69,798	\$71,805	\$73,812	\$76,630	\$81,882	\$84,498
10	\$69,414	\$71,421	\$73,428	\$75,435	\$77,442	\$82,694	\$85,005
11	\$71,036	\$73,043	\$75,050	\$77,057	\$79,064	\$83,505	\$85,512
12	\$74,281	\$76,288	\$78,295	\$80,302	\$82,309	\$84,316	\$86,323
13	\$77,526	\$79,533	\$81,540	\$83,547	\$85,554	\$87,561	\$89,568
14	\$80,771	\$82,778	\$84,785	\$86,792	\$88,799	\$90,806	\$92,813
15	\$84,016	\$86,023	\$88,030	\$90,037	\$92,044	\$94,051	\$96,058

B. ADVANCEMENT BEYOND COLUMN 1.

Before advancing beyond column one, a college certificate must be held by a Professional Employee or Temporary Professional Employee.

C. CREDIT SUBMISSION DATE.

A Professional Employee's position and Temporary Professional Employee's position on the salary scale will be determined by the Board prior to September 30 of the year the increment is to be effective. This means as of the close of the work day on September 29.

D. MASTER'S EQUIVALENCY.

Any employee hired after August 31, 2001, will need a Master's Degree to move beyond the Master's column on the salary schedule. Any employee who has a Master's Equivalency as of August 31, 2001, will be grand-fathered for pay purposes and continue to move laterally across the pay scale.

3. MAINTAINING LOCAL MINIMUMS AND MAXIMUMS

In the event that the Commonwealth enacts a new salary schedule or portion thereof, for the Standard Certificates and the college Certificates, the beginning salary shall be maintained at least three hundred dollars (\$300) above the mandated minimum, and the maximum salary shall be at least nine hundred dollars (\$900) above the highest legislative mandated level.

For the Master's Degree or Equivalent, the beginning salary shall be maintained at least six hundred dollars (\$600) above the mandated minimum, and the maximum salary shall be at least twelve hundred dollars (\$1,200) above the highest legislative mandated level.

The provisions of paragraph 3 are only applicable if the following conditions are met:

- A. The State's minimum starting salary is raised to less than three hundred dollars (\$300) of the local starting salary minimum.
- B. The Commonwealth provides through normal reimbursement the funds necessary to support the mandated level.

4. ADDITIONAL COMPENSATION

A. 215 DAY EMPLOYEES.

High School Guidance Counselors who are employed at the ratification of this contract shall work an additional twenty-nine (29) days beyond the regular teacher year each contract year. Guidance Counselors hired to replace the current employees shall not be automatically entitled to the additional full twenty-nine (29) days of work. They shall be compensated as described in Paragraph B below. It is understood that an employee may not be able to work all of the additional days in the first year of this contract or in their first year of employment should they be entitled to such extra work days.

B. 196 DAY EMPLOYEES.

Guidance Counselors shall work a minimum of 10 additional days each contract year and be compensated at their per diem rate.

C. SPECIAL EDUCATION.

Any Professional Employee who is hired to teach Special Education will receive seven hundred dollars (\$700) in addition to the amount provided at the normal step on the salary schedule. This stipend will not be included in the calculation of base wages, and will be paid in two equal installments of three hundred and fifty dollars (\$350) by December 15 and May 15 of each school year. The foregoing is applicable provided the said teacher remains in the field of Special Education.

D. TEACHING BEYOND THE SCHOOL DAY.

The Wyalusing Area School District shall reimburse at the rate of thirty-five dollars (\$35) per hour any Professional Employee or Temporary Professional Employee hired beyond the regular school day or for non-contractual days for teaching classes, including homebound instruction, and for approved curriculum development. (This provision does not apply to specially or federally funded programs.) The rate for the 2021-2022 school year for 21st Century After School program shall remain at twenty-four dollars (\$24). The rate shall increase to the contractual rate on July 1, 2022.

E. CREATION OF SUPPLEMENTAL POSITIONS.

Should the Wyalusing Area School District create a non-athletic supplemental position for which a Professional Employee or Temporary Professional Employee is hired during the life of this contract, the Wyalusing Area School District and the Association shall enter into negotiations for the purpose of determining the appropriate value for the position.

F. EXTRA PAY FOR EXTRA DUTY.

The following amount shall be paid by the Wyalusing Area School District to those Professional Employees or Temporary Professional Employees in the bargaining unit who are hired by the Public Employer to perform the stated extra duties for each Normal School Year. These schedules shall become effective for the 2015 - 2016 school year. All prior years of service in the position shall be credited for salary.

Step Placement:

One-two (1-2) years of service will be placed on Step One. Three-Four (3-4) years of service will be placed on Step Two. Five (5) or more years of service will be placed on Step Three.

POSITION	Year(s) of Service	21-22			22-23		
		1 to 2	3 to 4	5+	1 to 2	3 to 4	5+
		STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
Yearbook Advisor		\$3,328	\$3,826	\$4,402	\$3,414	\$3,925	\$4,516
Secondary Instrumental Music Advisor		\$4,398	\$5,050	\$5,806	\$4,512	\$5,182	\$5,957
Majorette/Band Front		\$2,201	\$2,531	\$2,911	\$2,258	\$2,597	\$2,987
Music Production							
Stage Director		\$2,521	\$2,900	\$3,339	\$2,587	\$2,975	\$3,426
Music Director		\$1,909	\$2,197	\$2,522	\$1,959	\$2,254	\$2,588
Art Director		\$838	\$963	\$1,108	\$859	\$988	\$1,136
Producer		\$614	\$705	\$813	\$630	\$724	\$834
Choreographer		\$614	\$705	\$813	\$630	\$724	\$834
Lighting & Sound		\$1,075	\$1,209	\$1,343	\$1,103	\$1,241	\$1,378
Assistant Band Director		\$1,656	\$1,904	\$2,186	\$1,699	\$1,954	\$2,243
Senior Class Advisor		\$818	\$944	\$1,084	\$839	\$969	\$1,112
Junior Class Advisor		\$818	\$944	\$1,084	\$839	\$969	\$1,112
Student Council Advisor		\$818	\$944	\$1,084	\$839	\$969	\$1,112
Head Nurse		\$3,328	\$3,826	\$4,402	\$3,414	\$3,925	\$4,516
SADD		\$1,075	\$1,209	\$1,343	\$1,103	\$1,241	\$1,378
Envirothon		\$806	\$907	\$1,008	\$827	\$931	\$1,034
Scholarship Challenge		\$806	\$907	\$1,008	\$827	\$931	\$1,034
FBLA (2 positions)		\$1,008	\$1,121	\$1,236	\$1,034	\$1,150	\$1,268
FHA		\$470	\$524	\$577	\$482	\$537	\$592
Science Olympiad		\$806	\$933	\$1,008	\$827	\$957	\$1,034
Stream Team Advisor		\$1,027	\$1,180	\$1,358	\$1,053	\$1,211	\$1,393
NHS		\$470	\$524	\$577	\$482	\$537	\$592
Ski Club (/trip)		\$124	\$143	\$161	\$127	\$146	\$165
Audio/Visual Support		\$470	\$524	\$577	\$482	\$537	\$592
Technology (Web) Advisor		\$1,664	\$1,914	\$2,202	\$1,707	\$1,964	\$2,259
Senior Project Advisor		\$1,664	\$1,914	\$2,202	\$1,707	\$1,964	\$2,259

POSITION	Year(s) of Service	23-24			24-25		
		1 to 2	3 to 4	5+	1 to 2	3 to 4	5+
		STEP 1	STEP 2	STEP 3	STEP 1	STEP 2	STEP 3
Yearbook Advisor		\$3,502	\$4,025	\$4,631	\$3,589	\$4,126	\$4,747
Secondary Instrumental Music Advisor		\$4,627	\$5,314	\$6,109	\$4,743	\$5,447	\$6,261
Majorette/Band Front		\$2,316	\$2,663	\$3,063	\$2,374	\$2,730	\$3,140
Music Production							
Stage Director		\$2,653	\$3,051	\$3,513	\$2,719	\$3,127	\$3,601
Music Director		\$2,009	\$2,311	\$2,654	\$2,059	\$2,369	\$2,720
Art Director		\$881	\$1,013	\$1,165	\$903	\$1,038	\$1,195
Producer		\$646	\$742	\$855	\$662	\$761	\$877
Choreographer		\$646	\$742	\$855	\$662	\$761	\$877
Lighting & Sound		\$1,131	\$1,272	\$1,413	\$1,159	\$1,304	\$1,448
Assistant Band Director		\$1,742	\$2,003	\$2,300	\$1,786	\$2,054	\$2,358
Senior Class Advisor		\$861	\$994	\$1,141	\$882	\$1,018	\$1,169
Junior Class Advisor		\$861	\$994	\$1,141	\$882	\$1,018	\$1,169
Student Council Advisor		\$861	\$994	\$1,141	\$882	\$1,018	\$1,169
Head Nurse		\$3,502	\$4,025	\$4,631	\$3,589	\$4,126	\$4,747
SADD		\$1,131	\$1,272	\$1,413	\$1,159	\$1,304	\$1,448
Envirothon		\$848	\$955	\$1,061	\$869	\$979	\$1,087
Scholarship Challenge		\$848	\$955	\$1,061	\$869	\$979	\$1,087
FBLA (2 positions)		\$1,061	\$1,179	\$1,300	\$1,087	\$1,209	\$1,333
FHA		\$495	\$551	\$607	\$507	\$565	\$622
Science Olympiad		\$848	\$982	\$1,061	\$869	\$1,006	\$1,087
Stream Team Advisor		\$1,080	\$1,242	\$1,429	\$1,107	\$1,273	\$1,465
NHS		\$495	\$551	\$607	\$507	\$565	\$622
Ski Club (/trip)		\$131	\$150	\$170	\$134	\$154	\$174
Audio/Visual Support		\$495	\$551	\$607	\$507	\$565	\$622
Technology (Web) Advisor		\$1,751	\$2,014	\$2,317	\$1,795	\$2,065	\$2,375
Senior Project Advisor		\$1,751	\$2,014	\$2,317	\$1,795	\$2,065	\$2,375

G. MENTOR PAY.

Professional Employees who serve as mentors to non-tenured new professional employees following PDE guidelines for such mentoring shall be paid One Thousand One Hundred and Fifty Dollars (\$1150) for each year long inductee. Professional Employees who serve as mentors to tenured new professional employees shall be paid Seven Hundred and Fifty Dollars (\$750) for each year long inductee.

H. DUAL ENROLLMENT.

Professional employees who serve as instructors for any summer dual enrollment course shall be compensated at the rate of two thousand five hundred dollars (\$2,500).

III. APPENDIX “B” - FRINGE BENEFITS

1. SEVERANCE PAY. Any Professional Employee or Temporary Professional Employee in the Bargaining Unit shall have the right to retire upon reaching his/her sixty-second (62) birthday upon notifying the Secretary of the Wyalusing Area School District in writing at least sixty (60) days in advance. Any Professional Employee or Temporary Professional Employee may retire at an earlier age upon notifying the Secretary of the Wyalusing Area School District in writing at least sixty (60) days in advance. The Professional Employee or Temporary Professional Employee in the Bargaining Unit shall have the School District make a non-elective employer contribution to the employee's 403b retirement program in an amount equal to fifty dollars (\$50) times the years of service employed by the Wyalusing Area School District. This non-elective employer contribution will occur on the pay period date following the last working day prior to his/her retirement.

The Wyalusing Area School District shall make a non-elective employer contribution to each Professional Employee's or Temporary Professional Employee's 403b retirement program in an amount equal to the sum of sixty-five (65) per day for each unused sick leave day to a maximum of two hundred (200) days upon permanent retirement provided the Employee is entitled to benefits under the Pennsylvania Retirement Plan. This non-elective employer contribution will occur on the pay period date following the last working day prior to his/her retirement. The Employee shall present proof that he/she has made formal application for retirement prior to payment being issued.

2. EARLY RETIREMENT. The Board agrees to pay to each Employee, covered by this Agreement who retires during the term of this Agreement, an amount of money as shown on the schedule set forth in this Article.

In order to be eligible for such retirement benefit, the Employee must meet all of the following requirements:

- A. Not have taken a sabbatical leave except for medical reasons in the previous fiscal year, or unless given a waiver by the District.
- B. Submit his/her retirement notification to the Board at least ninety (90) days prior to the effective date of the retirement.
- C. Such retirement shall not only be a retirement from the Wyalusing Area School District, but from teaching in the public schools in the Commonwealth of Pennsylvania.
- D. Is not subject to Permanent Disability Retirement.
- E. Retirement Incentive:

The Incentive shall consist of 90% of Highest Year's Salary; 90% of the highest year's salary in a 403b Plan. An employee shall be eligible for the Incentive beginning with his/her twentieth year of service and shall cease to be eligible upon his/her 36th year of service.

- F. Payment: The school district shall make a non-elective employer contribution to the employee's 403(b) retirement program. Payment shall be made in five (5) equal installments, the first of which shall be made within 60 days of the employee's date of retirement. The additional payments shall be made on the first payday date in January of the year following the date of retirement and thereafter on the first payday in January in subsequent years until the entire incentive is satisfied.

The employee shall receive no cash option. Payments shall be made no later than sixty (60) days following the employee's retirement effective date. The employee must establish a 403(b) prior to separation of service or the employee will forfeit the 403(b) contribution. The 403(b) Account contributions are limited to IRS §415 limits. Excess contribution will be made to the employee's

retirement account in the next subsequent year up to the §415 limit. Should the employee die prior to receiving all the 403(b) payments due, the district shall immediately make the remaining payments (up to the maximum payment allowed by IRS regulations) to the employee's 403(b) Account.

G. Retiree Medical

All retirees may choose to continue to purchase medical insurance for themselves and their spouse (and dependents, if applicable) through the District's current active employee plans at active employee rates provided the retiree pays 100% of the cost of the monthly premium, payable monthly as instructed by the District. Employees electing not to continue with retiree medical insurance shall not be eligible to participate in the retiree medical insurance plan at a later date, except that any retiree who has taken superannuation retirement, has retired with thirty (30) or more years of credited service or has taken disability retirement with PSERS, shall be eligible for reinstatement in the District's health plan whenever the retiree's alternate coverage ceases. Retirees shall cease to be eligible for coverage when they otherwise become eligible for government sponsored medical insurance, such as Medicare.

H. Alternate Early Retirement

Any bargaining unit member who will be 55 years of age as of their effective date of retirement, may, in lieu of the benefit set forth above, elect to receive the same single coverage as active bargaining unit members are eligible to receive. The retiree will not be expected to pay any premium share of any kind, and if the plan offered to bargaining unit members includes an HRA, that HRA will be fully funded by the District. The District will be responsible for notifying the retiree of the open enrollment period each year. For any year in which the retiree declines the health insurance coverage or fails to notify the District of the retiree's intent to receive health insurance coverage during the open enrollment period, the full value of the premium for that cost will be deposited into the retiree's 403(b) account by June 30 of that year.

Only employees who meet the criteria set forth in Appendix B, Section 2, Paragraphs A, B and D above are eligible for the benefit. Any required payments are subject to the conditions detailed in Appendix B, Section 2, Paragraph F above. Any employee electing to receive this Alternative Early Retirement benefit shall be entitled to receive the benefit until such time as the retiree reaches Medicare eligibility, at which time the benefit will cease.

3. CREDIT REIMBURSEMENT:

A. Each Professional Employee or Temporary Professional Employee in the Bargaining Unit shall be reimbursed for all passed courses taken beyond the Bachelor's degree in the following manner: Reimbursed at the Penn State graduate credit rate plus 90% of the difference of the cost of a credit for a grade of "A". Reimbursed at the Penn State graduate credit rate plus 75% of the difference of the cost of the credit for a grade of "B". Reimbursed at the Penn State graduate credit rate for a grade of "C". Pass/Fail courses will be assigned a grade of "B". The credits must be obtained from an American accredited college or university.

B. Reimbursement for credits will be limited to the following:

1. Employees with less than twenty-four (24) credits at the beginning of school year are limited to twelve (12) credits/year.
2. Employees with twenty-four (24) or more credits at the beginning of school year are limited to six (6) credits/year.
3. Additional credits may be allowed for employees that are in a masters' program and have time limitations and/or course availability issues, at the discretion of the superintendent.
4. After an employee has earned twenty-four (24) credits they shall enter into a cycle where they are allowed a maximum of eighteen (18) credits every five (5) years. Employees enrolled in a

Masters or Doctoral degree program, or in an educational certificate program are exempt from this limit and shall be reimbursed for up to six (6) credits/year.

The above limitations do not apply to Professional Employees while on a professional development sabbatical.

Reimbursement will be paid upon receipt of evidence indicating successful completion of the course and submission of a transcript and proof of cost to the superintendent.

- C. No reimbursement for audio or video taped courses will be paid without prior Board approval of the course.
- D. Internet and Correspondence courses will be approved for reimbursement and salary scale movement.
- E. Employees voluntarily leaving the District for reasons other than health or retirement prior to two (2) calendar years from the completion date of the course must repay fifty percent (50%) of any reimbursement received for said course.

Employees voluntarily leaving the District for reasons other than health or retirement prior to one (1) calendar year from the completion date of the course must repay one hundred percent (100%) of any reimbursement received for said course. The amount will be withheld from the employee's last paycheck. Any balance must be paid within thirty (30) days of separation from employment. The conditions of this section will only be applied to coursework begun after the ratification of this agreement.

4. HOSPITALIZATION.

- A. Our district is a member of the Northern Tier Insurance Consortium and coverage is currently provided through Blue Cross of Northeastern Pennsylvania and Highmark Blue Shield. The Consortium follows the contractual plan changes consistent with Blue Cross as they become approved through the Pennsylvania State Insurance Department. Blue Cross, Blue Shield coverage includes dependents to age 26 (coverage may be in place for dependents until the end of the calendar year containing their 26th birthday).

Professional Employees and Temporary Professional Employees will be enrolled in the NTIC HDHP-1 plan as soon as possible.

HDHP-1: The high deductible health care plan currently includes (for the single coverage) a deductible of one thousand two hundred fifty dollars (\$1,250) and a total out-of-pocket maximum of two thousand dollars (\$2,000). The plan also includes (for the non-single coverage) a deductible of two thousand five hundred dollars (\$2,500) and a total out-of-pocket maximum of four thousand dollars (\$4,000). In each case the deductible amount is included as part of the out-of-pocket maximum amount.

HRA – The employer agrees to provide a prepaid Health Reimbursement Account (HRA) in the form of a debit card of two thousand dollars (\$2,000) each day one of each plan year for each member of the bargaining unit who chooses the single coverage option.

The employer agrees to provide a prepaid HRA in the form of a debit card of four thousand dollars (\$4,000) each day one of each plan year for each member of the bargaining unit who chooses any of the non-single coverage options.

In each of the above cases (single or non-single coverage) the bargaining unit member shall have access to the HRA on day one of each plan year. The employer shall be responsible for all costs associated with the HRA.

The employer contribution of the HRA (\$2,000 or \$4,000) shall be based on the coverage that the member is enrolled in at the time of the deposit and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

Premium Share

Single Coverage: All new bargaining unit members will be responsible for paying a premium share of one thousand three hundred and twenty-five dollars (\$1,325). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, the amount not to exceed the initial premium share required for that school year.

Employee contributions shall continue to be based on the HRA utilization of the previous year. The maximum employee contributions shall be one thousand three hundred and twenty-five dollars (\$1,325)

Non-Single Coverage: For the 2021-2022 school year, all new bargaining unit members will be responsible for paying a premium share of one thousand eight hundred and ninety dollars (\$1,890). For the 2022-2023 school year, all new bargaining unit members will be responsible for paying a premium share of two thousand and twenty dollars (\$2,020). For the 2023-2024 school year, all new bargaining unit members will be responsible for paying a premium share of two thousand one hundred and fifty dollars (\$2,150). For the 2024 – 2025 school year, all new bargaining unit members will be responsible for paying a premium share of two thousand two hundred and eighty dollars (\$2,280). The employee will have the amount deducted evenly from his/her pay throughout the year to share in the cost of providing insurance. The contribution amounts will be offered on a pre-tax basis subject to Section 125 of the Internal Revenue Code.

Each year thereafter, as an incentive to become a better user of health care, the bargaining unit member's premium share shall be equal to the amount of the HRA that is used to pay for health care cost during the previous year, the amount not to exceed the initial premium share required for that school year.

For the 2021-2022 school year, employees shall contribute an additional sixty-five dollars (\$65.00) per year to their premium contribution. In the 2022-2023 school year employees shall contribute an additional one hundred and thirty dollars (\$130) per year. In 2023-2024, employees shall contribute an additional one hundred and thirty dollars (\$130) per year. In 2024-2025, employees shall contribute an additional one hundred and thirty dollars (\$130) per year. Employee contributions shall continue to be based on the HRA utilization of the previous year. The maximum employee contributions for 2021-2022 shall be one thousand eight hundred and ninety dollars (\$1,890). For 2022-2023 the maximum employee contribution shall two thousand and twenty dollars (\$2,020). For 2023-2024 shall be two thousand one hundred and fifty dollars (\$2,150) and for 2024 – 2025 the maximum premium share shall be two thousand two hundred and eighty dollars (\$2,280).

The employee premium share shall be based on the coverage that the member is enrolled in on July 1st and shall be reduced or increased throughout the contract year, to reflect enrollment changes due to I.R.S. section 125 qualifying events.

Late Arriving Bills: It may be possible that the employer will not have access to all health care cost incurred by the employee at the time the employees premium share is set. If the employer is notified

of additional costs incurred by the employee after the employee's premium share has been set, the employer shall notify the employee at least one paycheck in advance of the issue and the new premium share.

Incorrect Usage – While it is very unlikely, it may be possible that the HRA is used to pay for a procedure not covered by the health care plan. If this is the case, the employee will be notified of the incorrect usage and the employee will have one (1) month to present a repayment plan to the employer for the amount. The plan shall both repay the employer in a timely manner and be affordable to the employee.

Once the plan is agreed to the employer shall reimburse the HRA the amount incorrectly spent. If the plan is not agreed to within one month the employer may stop usage of the HRA.

Should the premiums of the healthcare plan ever increase such that they are within ten percent (10%) of triggering the ACA's excise tax, the parties agree to meet and discuss methods of avoiding/paying the tax. Should the parties not agree and fail to reduce any agreement to writing, each party shall present to a neutral arbitrator their solution on how to avoid/pay for the tax. The arbitrator shall be enabled to only choose one of the two presented plans

B. HEALTH CARE BUY-OUT OPTION. Employees shall have the right to opt out of the District-offered health care plan in exchange for monetary compensation.

Employees who elect to opt out of the Health Care Plan shall receive annual compensation in the amount of four thousand dollars (\$4,000), either in payment or as a payment to the employee's 403(b) account, at the employee's discretion. Payment shall be made by separate check in two equal installments of two thousand dollars (\$2,000) in December and May of each year of participation, so long as the participating employee is actively employed and in compensable status at the time payment is made. Whenever two bargaining unit members are married, they must utilize this article and only receive one plan. After the date of ratification of this Agreement, any future marriage between two bargaining unit members will require the married couple to elect one plan and the couple will not be eligible for the buy-out, unless one or both of the bargaining unit members was employed by the district prior to September 1, 2015.

Employees who elect compensation in lieu of health care insurance shall not be required to make premium share payments in those years during which they are receiving such compensation.

Participating employees must provide evidence of coverage through a different plan when notifying the School District Business Office annually of their intent to waive the School District's health care plan and to participate in the buy-out program. Notice must be given by May 31 prior to a September enrollment or by November 30, if enrollment is to commence in January. Newly hired employees shall have thirty (30) days from the first active date of employment to waive the health care plan and elect to participate in the buy-out program. Compensation will be pro-rated for program enrollment that is less than one year in duration. Employees who opt out shall be prohibited from reenrolling that year, except in the event of a "life changing event" as described in Section 7.

Participating employees have the right to re-enroll in the District-offered Health Care Plan by electing not to "opt out" for the next contract (benefit) year (and subsequently enrolling at the time of open enrollment) or sooner in the event of a "life changing event," which is defined as one or more of the following:

- Marriage, divorce or legal separation of employee
- Death of employee's spouse or child(ren)
- Birth or adoption of a child(ren) by employee or spouse, change in the number of dependents
- Loss (voluntary or involuntary) of job by spouse

- Change in employment status from full-time to part-time or vice-versa for employee or spouse
- Change in spouse's health insurance coverage, which results in loss of major benefits
- Spouse becomes Medicare eligible
- Any other "event" prescribed by the Internal Revenue Service

In the event of a "life changing event," as verified or confirmed by the School District, and upon written notification to the School District and in compliance with the health insurance plan and applicable IRS regulations, reinstatement of the employee in the School District's health plan will occur immediately. Employees opting-in due to a life changing event will be required to repay, on a pro-rated basis, any opt-out payments received.

The District shall establish and maintain a Section 125 Plan in accordance with established IRS Regulations.

- C. Retirees. The Board agrees that it will make available to all members of the Bargaining Unit, who retire subsequent to the effective date of this Agreement per section 2G, a hospitalization, medical service and major medical health insurance plan.

Such coverage shall be available only upon the terms and conditions prescribed therefore by the District's insurance carrier and, if for any reason the same shall become unavailable from the District's insurance carrier, the Board shall be under no responsibility to provide substitute coverage.

Such coverage at the group rate shall be at the full cost and expense of the retired employees desiring the same, and the payment therefore shall be received by the Board at least ten (10) days prior to the date the Board is obligated to transmit the same to the Carrier.

In the event payment shall not be received by the Board as herein set forth, the coverage shall be terminated, and, in such case, the Board shall be under no liability whatsoever to make the payment or to provide the benefits which would have been provided by the Carrier had the payment been made.

It is understood and agreed that in making this coverage available, the Board is acting only as a conduit for the transmittal of the premium to the Carrier.

- D. Beginning with the 2015-2016 school year, any new employee hired at less than full-time status will have their benefits prorated.

5. DENTAL AND VISION INSURANCE. The Wyalusing Area School District shall assume the costs of dental and vision care for all Professional Employees and Temporary Professional Employees and their dependents. Additional benefits include 100% UCR benefits for oral surgery and 50% UCR benefits for periodontics.

The Wyalusing Area School District will make available to Association members family vision and family dental insurance. The cost of these insurances would be paid for by the District. All Bargaining Unit members shall be enrolled the appropriate level of coverage in the program by the District beginning July 1, 2022, provided the eligible employee has submitted the enrollment form to the District by June 15, 2022. All new employees will be enrolled in the coverage upon submission by the new employee of the enrollment form.

The dental and vision plan benefits are attached as Exhibit A. The District shall provide the benefit levels at the same level or with an increased benefit to those enrolled in the plan.

6. LIFE INSURANCE. The Wyalusing Area School District shall assume responsibility for a \$50,000 group life insurance policy to be carried on each Professional Employee in the Bargaining Unit during the term of this contract.

Furthermore, the policy shall provide each Professional Employee or Temporary Professional Employee with an accidental death and dismemberment plan in an equal amount. This insurance shall be paid for any losses which result from an accident occurring on or off the job, in addition to any other benefits.

When requested on an individual basis, each Professional Employee or Temporary Professional Employee shall be permitted to apply for an increase in the amount of life insurance provided by the Wyalusing Area School District. Each Professional Employee or Temporary Professional Employee must purchase the insurance in blocks of one thousand dollars (\$1000), subject to modification by the insurance company, payable through the use of the payroll deduction system for each pay period. The Professional Employee or Temporary Professional Employee requesting such additional insurance shall notify the Administration Office by July 1.

7. INCOME PROTECTION PLAN. The Wyalusing Area School District shall pay for the cost of an Income Protection Plan for each Professional Employee and Temporary Professional Employee with coverage of one thousand dollars (\$1000) per month with such benefits to begin on the ninety-first (91st) day.

When requested on an individual basis, each Professional Employee or Temporary Professional Employee shall be permitted to apply for an optional increase (buy-up) of income disability insurance up to sixty percent (60%) of the Employee's salary, subject to modification by the insurance company, payable through the use of payroll deduction system for each pay period. The Professional Employees requesting such additional insurance shall notify the Administration Office.

8. EMERGENCY AND PERSONAL LEAVE. Each Professional Employee and Temporary Professional Employee in the Bargaining Unit shall be entitled to three (3) personal days per year. The personal leave day shall be scheduled by the Administration allowing only five (5) teachers per day out at one time at the secondary level and five (5) teachers per day at the elementary level. Personal days are accumulative to a maximum of five (5) days. Upon request of the President of the Wyalusing Area Education Association, the Administration shall state in writing the reason for such denial.

9. BONUS (PERSONAL) DAYS. For each fifty (50) days of accumulated sick leave, excluding the ten (10) days granted for the current year, each Professional Employee and Temporary Professional Employee shall be granted one (1) bonus (personal) day. Bonus days are not accumulative. Bonus Days may be used in addition to personal days for absences. Bonus Days shall be treated as personal days as far as pre-planned absences and emergencies are concerned. Unused Bonus Days shall be reimbursed at the per diem daily substitute rate at the conclusion of each school year.

10. OPEN HOUSE. Professional Employees and Temporary Professional Employees shall be required to attend an annual Open House program unless excused by the building principal. Such open house shall be limited to one and half (1.5) hours. On parent conference day, students will be dismissed at noon. Parent conferences will be held from 12:30 until 8:00 p.m. (with an hour allotted for meals). Time spent past the contractual work day will then be given in the form of a student/faculty early dismissal day before Thanksgiving break and the other the last teacher in-service day.

11. GENERAL AND AUTOMOBILE LIABILITY INSURANCE. The Wyalusing Area School District will pay the cost of general liability and automobile liability insurance for all Employees during the time which they are engaged in school duties. The automobile liability will be applicable only after the owner's insurance has been applied. This insurance shall be provided by the Wyalusing Area School District Broker of Record.

12. MILEAGE REIMBURSEMENT. Professional Employees and Temporary Professional Employees in the Bargaining Unit shall be reimbursed at the IRS rate effective as of the date of ratification for the use of a personal vehicle in the performance of school duties with the approval of the Administration. The

Wyalusing Area Education Association is to provide notice of changes in the IRS rate. No employee will request mileage reimbursement from WVHS to WVES or vice versa.

13. SABBATICAL LEAVE. The Wyalusing Area School District shall pay fifty percent (50%) of the Professional Employee's salary while a teacher is on sabbatical leave within the provisions of the School Code. Sabbatical leaves of absence may be granted for restoration of health, professional development; or, at the discretion of the Board of Directors, for other purposes.

Sabbatical leaves may be for one half year, one full year, or two half years, which may be nonconsecutive, over a period of two calendar years.

Sabbatical leaves granted for professional development for one-half school term (one semester) shall consist of any of the following or a combination thereof: Nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities.

Professional development leaves for one school term shall consist of any of the following or a combination thereof: Eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

Credits taken during a sabbatical will be reimbursed as per the credit reimbursement provision of this contract.

Teachers on sabbatical leave shall receive all insurances that are in effect during said sabbatical leave as though in regular full-time attendance.

14. MATERNITY LEAVE. Maternity leaves shall be granted to Professional Employees and Temporary Professional Employees as follows:

The Professional Employee/Temporary Professional Employee shall individually apply to the Board in writing stating the length of leave time desired which said period shall not exceed one (1) year but may be extended by the Board upon reasonable and proper cause shown.

The Professional Employee/Temporary Professional Employee shall receive no salary, no increments, and no retirement benefits for such leave.

15. LEAVES OF ABSENCE. When leaves of absence are requested by and approved for any Professional Employee or Temporary Professional Employee, the Wyalusing Area School District shall provide the same coverage of benefits as provided for Professional Employee/Temporary Professional Employee in regular full-time attendance provided the Professional Employee/Temporary Professional Employee shall reimburse the Wyalusing Area School District by the first day of each month the actual cost of such benefits excluding retirement benefits which shall be treated in accordance with the School Code.

16. PAY PERIODS. Pay periods for the Employees of the Wyalusing Area School District shall be every fourteen (14) days or every other Thursday. In the event that the pay day falls on a day in which school is not in session, payment shall be made on the last school day preceding the date of payment. Upon request of two (2) weeks notice, the employee shall receive said salary for June, July and August in the first pay period following the close of school. The Employees are encouraged to give thirty (30) days notice whenever possible. All employees must use direct deposit.

17. SUPPLEMENTAL CONTRACT PAY PERIODS. Extracurricular activity advisors shall be reimbursed one-half the total amount on the pay period immediately following the mid-point of the scheduled season or activity. The remainder will be paid at the pay period following the close of the season or activity.

18. PAYROLL DEDUCTIONS. The usual deductions taken out of a Professional Employee's or Temporary Professional Employee's paycheck are withholding tax, social security, state income tax, wage tax, retirement, unemployment compensation tax and medical insurance co-payment.

In addition, the following items shall be deducted from the Professional Employee's and Temporary Professional Employee's paychecks if requested by the employees. These items include Educator's Mutual Insurance, Payroll Savings Bonds, Professional Dues, Tax Sheltered Annuities Plans, United Way, Cancer Insurance, Credit Union Contributions, Family Vision Insurance and Family Dental Insurance.

Deductions shall be equally divided among the twenty-six (26) pay periods with the exception of professional dues. Professional dues shall be deducted in equal amounts over the time period requested by the Professional Employee through the Association.

19. ATHLETIC PASS. Each Professional Employee and Temporary Professional Employee shall receive a complimentary pass to all Wyalusing Valley High School home athletic events.
20. SAVINGS CLAUSE. Except as this Agreement shall otherwise provide, all matters concerning wages, fringe benefits and conditions of employment applicable and in common practice as of the signing date of this Agreement established by the Board and in force on said date shall continue to be applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from those items mentioned above existing prior to its effective date.
21. BEREAVEMENT LEAVE. Whenever a Professional Employee or Temporary Professional Employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five school days. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, grandchild, son-in-law, daughter-in-law, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.

Whenever a Professional Employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The board of school directors may extend the period of absence with pay in its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, grandparent-in-law, uncle, niece, nephew, brother-in-law or sister-in-law. The employee must list the name of the relative when requesting Bereavement Leave.
22. REIMBURSEMENT FOR LOSS AND DAMAGE. The employer shall reimburse bargaining unit members for any loss, damage, or destruction of clothing or personal property of the member while on duty in the school, on the school premises, or on a school-sponsored activity. Such reimbursement shall be at the discretion of the superintendent provided that the determination of the reimbursement is neither arbitrary nor capricious.
23. CIVIC DUTY. Employees shall suffer no loss of pay while engaged in the performance of a civic duty, including but not limited to jury duty, testifying in court proceedings on a school related matter, if subpoenaed, or for similar activities with approval of the superintendent or their designee.

IV. APPENDIX “C” - TERMS of WORK and CONDITIONS of EMPLOYMENT

1. SCHOOL TERM AND IN-SERVICE.

A. SCHOOL TERM DEFINED. The School term shall contain no more than one hundred eighty- six (186) days.

1. New employees shall work an additional one-half day (3.5 hours) beyond this term for the purpose of Induction/Orientation to the District. Such Induction/Orientation shall take place before all teachers report in the fall. Said teachers shall be paid one half of their per diem rate.

B. IN-SERVICE ATTENDANCE. Attendance is mandated at all in-service days as designated by the Public Employer.

2. TEACHER DAY.

Professional Employees and Temporary Professional Employees (including Head Teachers) shall be requested to report for duty a maximum of 7.5 hours/day.

On Fridays and on days preceding holidays or vacations, the Professional Employee’s and Temporary Professional Employee’s day shall end when the pupils are dismissed; however, teacher’s assigned duties such as bus duty and parental conferences shall not leave until those duties are performed.

On other days with the permission of the administrator or the administrator’s designee, teachers may leave prior to the end of the school day as per the above schedule.

3. BAD WEATHER DISMISSAL.

After one-half of the busses have arrived to pick up students, teachers shall be dismissed with those teachers living the greatest distance from their school being dismissed first. Teachers living the closest to their school shall provide supervision as necessary for the children remaining at the rate of one teacher per thirty (30) students or major fraction thereof.

4. PLANNING TIME.

A. All elementary teachers shall have planning time free from supervisory duty equal to at least forty-five (45) minutes per day in segments of not less than fifteen (15) minutes each. Whenever possible, the District will insure that the planning time will consist of at least one block of no less than thirty (30) minutes.

All elementary teachers shall have the right to leave the classroom during that time that special teachers are scheduled for their classes.

B. All secondary teachers shall have at least one planning period per day of at least forty-four (44) minutes.

5. TEACHER EVALUATION.

The system of teacher evaluation will be that which is mandated by the Pennsylvania Department of Education.

6. REQUIRED MEETINGS OR HEARINGS.

Whenever any Professional Employee or Temporary Professional Employee is required to meet with any employer representative concerning dismissal, suspension or furlough, the Professional Employee shall be given reasonable, prior written notice of the time and nature of the meeting and shall be entitled to have an Association representative present at the request of the employee.

7. SENIORITY.

Seniority means the status of Professional Employees or Temporary Professional Employees with respect to total length of service with the employer with reference to furloughing only. Seniority shall be computed from the Professional Employee's or Temporary Professional Employee's first day worked since the most recent date of hire.

Seniority will not be broken but will accrue during:

1. Time lost, not to exceed two (2) years in length, because of an occupation-related accident or disease compensable under existing law;
2. Leaves of absence, whether paid or unpaid, set forth in this agreement, approved by the employer, or authorized under statutory entitlement;
3. The use of sick leave;
4. Periods of layoff.

In the event two or more Professional Employees or Temporary Professional Employees began work on the same date, their seniority rank shall be determined by lottery, to be conducted by the School Board President at the September business meeting of the Board of School Directors.

8. TRANSPORTATION OF STUDENTS.

No Professional Employee or Temporary Professional Employee shall be required to transport children.

9. DUTY-FREE LUNCH.

Professional and Temporary Professional Employees shall be allowed a lunch period free of supervisory or other duties of at least thirty (30) minutes, and said employees need not eat in the cafeteria.

10. CLASS COVERAGE.

When any Professional Employee or Temporary Professional Employee is absent on school business and/or school sponsored activities, a substitute shall be provided by the Board.

Substitutes for partial-day absences shall be provided through better scheduling of the staff and shall be notified in writing one week in advance whenever possible.

Regarding partial-day absences: When class coverage is required for four (4) scheduled periods, or the time equivalent, or more, a substitute will be provided if possible. The term "scheduled period" does not include lunch or planning time.

11. JURY DUTY.

Professional Employees and Temporary Professional Employees of the Wyalusing Area School District, when subpoenaed as a witness in a court or hearing or when serving as jurors, shall suffer no loss of pay or loss of any other benefits accorded to the Professional Employees or Temporary Professional Employees of the Bargaining Unit.

Per Diem pay received for such jury duty shall be given to the Wyalusing Area School District; the Professional Employee or Temporary Professional Employee shall keep payment to cover mileage and other expenses.

12. TEACHER PROTECTION.

The Board and Administration will continue to support all Professional Employees and Temporary Professional Employees who use discretion and good professional judgment in their disciplinary actions.

13. SCHEDULES AND TRANSFERS.

A. Professional Employees and Temporary Professional Employees shall be given a written notice of the tentative schedule (i.e. the school, the courses, the grade level, room and class assignments and timetable) for the forthcoming year thirty (30) days or more prior to the first day of school, if possible.

B. All transfers or denials of transfers of Professional Employees, temporary or permanent, shall be reviewed by the Board in executive session with the Professional Employee or Temporary Professional Employee who requests in writing the said review.

14. POSTING OF VACANCIES.

A list of vacancies and new positions existing in the Wyalusing Area School District shall be distributed to each faculty member as the vacancies occur. An email to all district employees is considered distribution. The qualified Professional Employees in the District shall be given equal consideration for these positions.

15. NOTIFICATION OF BOARD POLICIES.

The Online Policy Manual is considered “distribution” of all policies. The Wyalusing Area School District shall notify the Association president via email that the post has been made within seven (7) days of the meeting at which the policies were adopted.

16. INFORMATION TO THE ASSOCIATION.

A. Lists of vacancies and any lists which may be established by the School Board or Administration showing priority of Professional Employees or Temporary Professional Employees for purposes of implementing provisions of this Agreement relating to transfers and retention and/or preferences of Professional Employee assignments shall be made available to the Association.

B. Copies of all official Board minutes and agenda shall be posted on the District website at the time they are sent to Board members and the Administration,.

17. ABSENCE ON ASSOCIATION BUSINESS.

The President of the Bargaining Unit or his designee shall be given release time not to exceed one period per day providing it does not interfere with normal classroom instruction or disrupt normal school operation for the purpose of implementing the Agreement including items as salary adjustments, handling of grievances, general adjustments to the staff members as it relates to this Agreement, to prepare for Wyalusing Area Education Association meetings, and to participate in such administrative conferences deemed as necessary by the Association.

Teachers duly elected or appointed as officers or delegates by the local, state or national education associations or as committee representatives of the state or national education associations shall be permitted to attend conventions or committee meetings without loss of salary and the Board of Education shall provide a substitute upon notification to the appropriate Administrator. Such total attendance shall not exceed a total of five (5) days including travel in any one year.

18. VISITS BY ASSOCIATION OFFICIALS.

Any employee organization representative shall have the right to come on school property to confer with employees of the Wyalusing Area School District when such conferences do not interfere with actual teacher instruction or the normal operation of the school functions. Such representatives shall report to the Administration Office of the Wyalusing Area School District.

19. USE OF BUILDINGS AND EQUIPMENT.

The Wyalusing Area Education Association shall have access to and use of school buildings and equipment upon the prior approval of the Administration for the purpose of conducting normal Association functions according to current common practices.

20. PROFESSIONAL EMPLOYEES' PERSONAL FILES.

Professional Employees' and Temporary Professional Employee's files shall be limited to one confidential file and one personnel records file. All Professional Employees and Temporary Professional Employees shall immediately be informed where their files are being kept. Files for each Professional Employee and Temporary Employee shall be maintained under the following circumstances.

21. CONFIDENTIAL FILES.

No material derogatory to a Professional Employee's or Temporary Professional Employee's conduct, service, character or personality shall be placed in the Professional Employee's or Temporary Professional Employee's file unless the Professional Employee or Temporary Employee has had an opportunity to read the materials. The Professional Employee or Temporary Professional Employee shall acknowledge the reading of such material by affixing said signature on the actual copy to be filed, with the understanding that such signature merely signifies reading of the material to be filed and does not necessarily indicate agreement with its content.

1. The Professional Employee or Temporary Professional Employee shall have the right to answer any material filed, and said answer may be attached to the file copy, if the Professional Employee or Temporary Professional Employee so desires.
2. Access to the information in the Professional Employee's or Temporary Professional Employee's confidential file shall be limited to the Professional Employee or Temporary Professional Employee and his designee, the District's superintendent, or other supervisory personnel authorized and certified to evaluate Professional Employees of Temporary Professional Employees by the School Code, and the Superintendent's designated secretary.
3. The Professional Employee or Temporary Professional Employee shall be permitted to reproduce any material in the file except as otherwise prohibited by federal law.
4. Each Professional Employee or Temporary Professional Employee shall be informed in writing of the method of continuing evaluation and the results of each evaluation as used to determine the quality (good or poor) of the Professional Employee or Temporary Professional Employee. The form of evaluation shall be placed in the handbook.
5. Evaluation and/or appraisal forms shall be dated and shall be kept in the confidential files.
6. An extension of the confidential file shall be made to include one in the secondary and one in the elementary schools which may be kept for interim evaluations/observations prior to their completion at which time said evaluations/observations shall be filed in the confidential file. These interim evaluations/observations may be kept in the extension files for a period not exceeding one school term or whenever the evaluations, observations are completed, whichever is shorter. Furthermore, the confidentiality of these extension files shall be protected, and the Professional Employees and Temporary Professional

Employees shall have all rights granted by the provisions relating to Professional Files enumerated above.

7. The Professional Employee and Temporary Professional Employee shall be permitted to request the removal of any material from his/her file, which has been in the file for a period of two (2) years, and upon the approval of the Wyalusing Area School Board, the material shall be removed.

22. PERSONNEL RECORDS FILE.

1. No material relative to the Professional Employee's or Temporary Professional Employee's conduct, character or personality shall be placed in this file.
2. The Professional Employee's and Temporary Professional Employee's personnel records file shall include only the items open to the public according to State Law.

23. RETIREMENT FILE.

When a Professional Employee or Temporary Professional Employee retires or leaves the employment of the Wyalusing Area School District, the Professional Employee's or Temporary Professional Employee's files - both confidential and personnel records - shall immediately be placed in a file of permanent security. This file shall remain strictly confidential and shall be opened only upon the request of the former Professional Employee or Temporary Professional Employee, the Employee's designee, the Superintendent or other authorized Personnel.

24. LIAISON COMMITTEE.

1. It is agreed by the Wyalusing Area Education Association and the Wyalusing Area School Board that a committee shall be established whose objective will be the improvement of the educational system through the formulation of recommendations for the establishment of definite policy pertaining to the areas enumerated below:
2. Suggestions for the purchasing of supplies, books and other educational materials.
3. Any item that concerns the welfare of the children being educated in the Wyalusing Area School District.
4. The Committee shall be composed of the following personnel: one teacher from each elementary building and two teachers from the high school to be selected by the Association; an administrator from the elementary school and an administrator from the high school; three members of the Board, to be selected by the Board, the President of the Association; and the Superintendent of Schools.
5. This meeting shall be held prior to budget time during the month of January and the following months as so desired by mutual agreement.

25. PROFESSIONAL EDUCATION COMMITTEE.

The parties agree that the Professional Education Committee required by Act 48 shall consist of five teacher members chosen by the teachers and five administrators chosen by the administrators. It is the intention of the Committee to strive at all times for a consensus. However, in the unlikely event that the Committee reaches an impasse, the Professional Education Plan to be submitted to the Pennsylvania Department of Education shall be that which the Board approves, and shall also be deemed to be the decision of the Committee.

In the event that the Professional Education Committee is directed to meet beyond the regular school day, bargaining unit members shall be compensated at the hourly rate provided in Appendix A, Item 4, Section D.

26. FACULTY WORKROOM.

The Wyalusing Area School District shall maintain the existing faculty workrooms for professional use and make an honest effort to provide faculty workrooms in all buildings.

27. RIGHT TO KNOW.

The District shall notify the Association within 24 hours of any Right to Know request related to the bargaining unit.

28. CHAPERONES.

Bargaining unit members shall not be paid an hourly rate for field trip chaperoning beyond contractual hours. Members shall not be required to chaperone field trips beyond contractual hours. Members who are asked but decide not to chaperone will notify the District of their decision prior to field trip permission slips being distributed to students if possible. No member shall suffer any repercussions such as class/grade level changes and/or negative comments and points deducted on evaluations for declining to chaperone.

V. APPENDIX “D” - GRIEVANCE PROCEDURE

Section 1. Definition

- A. A grievance is an alleged claim by any Professional Employee or Temporary Professional Employee or group of Professional/Temporary Professional Employees in the Bargaining Unit based on any claimed violation or misapplication of this Agreement.

Section 2. General Principles

- A. All attempts shall be made to settle equitably all grievances at the lowest price possible administrative level.
- B. It shall be the firm policy of the Wyalusing Area School Board to assure every Professional Employee of Temporary Professional Employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to Professional Employment status.
- C. Nothing herein contained shall be construed to prevent any individual teacher from presenting a grievance and having a grievance adjusted, without intervention of the Wyalusing Area Education Association if the adjustment is consistent with the terms of this Agreement.
- D. All documents, communications and records dealing with processing of a grievance shall be filed separately from the individual's personal file of the participants and shall be held confidential.
- E. Grievances processed during the summer months will be under time limits as stated in this Agreement, but school days mean calendar days excepting Saturdays, Sundays and holidays.
- F. The levels of supervision are defined as follows:
- | | | | |
|--------------|------------|----|---|
| Level One: | Elementary | -- | Elementary Principal |
| | Secondary | -- | High School Principal |
| | | | Administrative Assistant to the High School Principal |
| Level Two: | | | Superintendent of Schools |
| Level Three: | | | Board of Directors of Public Employer |
- G. The form for filing of a grievance shall be the one attached.

Section 3. Procedure

- A. The number of days indicated at each level below shall be considered as maximum and every effort should be made to expedite the process. The time limits may be extended by mutual consent in writing by the authorized representative of each party. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardships to any party, the School Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

PRE-LEVEL ONE.

The Grievance procedure may be preceded by one of the following methods:

1. The Professional Employee or Temporary Professional Employee may approach the Elementary or Secondary School Principal and discuss the matter in his/her own behalf.
2. The Professional Employee or Temporary Professional Employee may request that a representative of the Wyalusing Area Education Association accompany his/her in approaching the Elementary or Secondary Principal with the objective of resolving the matter informally. In such a case, the Principal shall not initiate any consultation with the aggrieved person about the grievance prior to any scheduled meeting at which a representative of the Association is to be present.

LEVEL ONE.

- a. A Professional Employee or Employees in the Bargaining Unit may file a formal grievance on a form supplied by the Wyalusing Area Education Association. The form shall be filled in triplicate. One (1) copy will be for the aggrieved person, one (1) copy for the Association and one (1) copy for the School Principal. A formal grievance shall be filed as soon as possible, but in no event longer than thirty (30) days after the aggrieved person becomes aware of the incidence of the grievance.
- b. Within five (5) school days of the filing of the grievance, a meeting shall take place between the School Principal, the aggrieved person and/or the Association Representative. The aggrieved person must be given an answer to his/her grievance in writing at the conclusion of the meeting.

LEVEL TWO.

- a. If the grievance is not resolved at Level One above, the aggrieved person and/or the Association Representative may within five (5) days after said decision notify the Superintendent of Schools in writing that the decision will be appealed.
- b. The Superintendent of Schools shall within five (5) school days after notification convene a second level meeting with the Association Representative and/or the aggrieved person.

Within five (5) school days after this meeting, the Superintendent shall furnish a written decision to the aggrieved person and/or, at the request of the aggrieved person, a copy will be available to the Association.

LEVEL THREE.

- a. If the grievance is not settled at Level Two above, it may be appealed to the Wyalusing Area School Board by filing a written notice requesting a hearing.
- b. The School Directors shall hold a hearing on the grievance no later than the next regularly scheduled meeting, provided at least five (5) days of notification to the Secretary of the Board of School Directors was made prior to the meeting. The Wyalusing Area School Board shall promptly notify the Wyalusing Area Education Association and the aggrieved person of the date, time and place where such hearing will be held. The hearing shall be conducted in executive session. The Board's written decision on/or attached to said grievance shall be transmitted to the Association Representative and to the aggrieved person with five (5) days after the said hearing.

LEVEL FOUR.

If the aggrieved person and/or the Association Representative is not satisfied with the decision at Level Three and the Association determines that the grievance is meritorious and that appealing it is in the best interests of the School System, it may notify the Board in writing of its intentions to submit the grievance to arbitration in accordance with Act 195. This written notice must be given to the Board within twenty (20) days after the decision at Level Three.

The fees and expenditures of the arbitration shall be shared equally by the parties.

The arbitration shall be carried out by a single impartial arbitrator under and pursuant to Act 195.

(Building)_____
(Aggrieved Person)_____
(Date Filed)LEVEL I

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____
_____2. Contract provision(s) allegedly violated: _____
_____3. Relief Sought _____

(If additional space is needed in reporting Section B. 1 and 2, attach an additional sheet.)

Signature_____
DateC. Disposition by Principal _____

Signature_____
DateD. Position of Aggrieved Person and/or Association _____

Signature_____
DateLEVEL II

A. Date of request for appeal to Superintendent _____

B. Disposition by Superintendent _____

Signature_____
DateC. Position of Aggrieved Person and/or Association _____

Signature_____
Date

LEVEL III

A. Date Submitted to Board _____

B. Date Hearing was Held _____

C. Disposition by Board _____

Signature

Date

D. Position of Aggrieved Person and/or Association _____

Signature

Date

LEVEL IV

A. Date Submitted to Arbitration _____

B. Disposition and Award of Arbitrator _____

Signature

Date

VI. APPENDIX “E” - DEFINITIONS

This Section E has been established to clarify terms used on this contract. The items placed in the definition and clarification section are non-negotiable.

1. CERTIFICATES

Shall be those defined by the Pennsylvania School Code of 1949 (as amended) and the regulations as published by the Pennsylvania Department of Education in the CSPGs.

2. COLLEGE CERTIFICATE

Shall mean a college provisional certificate; a college permanent certificate or equivalent and the determination as to the equivalent should be made by the Wyalusing Area School Board.

3. MASTER’S DEGREE AND EQUIVALENT

Shall mean a degree secured at a college or university approved by the State Council of Education and the determination as to the equivalent of a Master’s Degree shall be made by the Wyalusing Area School Board but shall in any event require a Bachelor’s Degree plus the additional thirty-six (36) semester hours of earned credit in professional education in the teaching field in which said teacher is engaged or which the Board approved, thirty (30) of which must be graduate credits. Six (6) may be undergraduate credits.

4. PROFESSIONAL EMPLOYEE

Shall include all those who are certified as teachers, dental hygienists, visiting teachers, home and school visitors, school counselors and school nurses who are under regular contracts of employment with the Wyalusing Area School District.

5. TEMPORARY PROFESSIONAL EMPLOYEE

Shall include all those who are certified as teachers, dental hygienists, visiting teachers, home and school visitors, school counselors and school nurses who are under regular contracts of employment with the Wyalusing Area School District.

6. SEPARABILITY CLAUSE

In the event that any provision or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

7. COMPLIANCE WITH SCHOOL CODE

School Code of 1949 - If any provision of this Agreement shall conflict with the provisions of the School Code of 1949, as amended, any such conflicts shall be resolved in favor of the said School Code or in the case of re-codification occurs within the time period of this Agreement, any conflicts shall be resolved in favor of the new School Code.

8. MAINTENANCE OF MEMBERSHIP

All employees of the Wyalusing Area Schools who have joined the Wyalusing Area Education Association, or who join the same Association in the future must remain members for the duration of this Agreement with the provision that any said employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of this Agreement.

VII. EXHIBIT “A” - DENTAL AND VISION PLAN SUMMARY

SCHEDULE OF DENTAL BENEFITS

Wyalusing Area School District			
	\$1200 Max and D&P		
	In-Network Dentist	In-Network Dental Premier Dentist	Out of Network Dental Dentist
Basis for Member Cost Sharing	PPO Contracted Fees	Premier Contracted Fees	Premier Contracted Fees
Benefits			
Diagnostic & Preventive	100%	100%	100%
Sealants	100%	100%	100%
Space Maintainers	100%	100%	100%
Basic Restorative	100%	100%	100%
Oral Surgery	100%	100%	100%
Simple Extractions	100%	100%	100%
Endodontics	100%	100%	100%
Surgical Periodontics	50%	50%	50%
Non-Surgical Periodontics	50%	50%	50%
Major Restorative	50%	50%	50%
Prosthodontics-Fixed & removable	Not Covered	Not Covered	Not Covered
Denture Repair	100%	100%	100%
Denture Reline, Rebase	Not Covered	Not Covered	Not Covered
Implants	Not Covered	Not Covered	Not Covered
Orthodontics – Child	Not Covered	Not Covered	Not Covered
Orthodontics – Adult	Not Covered	Not Covered	Not Covered
TMJ	Not Covered	Not Covered	Not Covered

Deductible			
Per Patient / Calendar year	\$0	\$0	\$0
Per Family / Calendar year	\$0	\$0	\$0
Lifetime Ortho deductible/ Patient	NA	NA	NA
Maximums (Does not apply to Diagnostic and Preventive Services)			
Per Patient / Calendar year	\$1200	\$1200	\$1200
Lifetime Ortho maximum/ Patient	NA	NA	NA
Waiting Periods (Calculated from each primary enrollee's effective date in a dental program as reported by the employer)			
Oral Surgery, Endo, Perio	NA	NA	NA
Orthodontics	NA	NA	NA
Major Restorative, Prosthodontics	NA	NA	NA

SUMMARY OF VISION BENEFITS

	National Vision Administrators (NVA) Network	
Vision Benefit Coverage	In-Network	Out-of-Network Reimbursement
Vision Examination	Once every 12 months for all Participants	
	Covered in Full	Up to \$32
Frame Frequency	Once every 12 months for all Participants	
Frames	\$250 Retail Allowance (20% Discount off Balance)	Up to \$80 Retail Allowance
Lenses	Once every 12 months for all Participants	
- Single (pair)	Covered in Full	Up to \$24
- Bifocal (pair)		Up to \$36
- Trifocal (pair)		Up to \$46
- Lenticular (pair)		Up to \$72
Prism Lenses	Covered in Full	Up to \$15
Solid Tints	Covered in Full	Up to \$5
Gradient Tints (SV)	Up to \$4 Allowance	Up to \$2
Gradient Tints (Bi/Tri)	Up to \$6 Allowance	Up to \$3
Progressive Lenses	Standard - \$50 Copay Premium - \$100 Copay All Other – Discounts Apply	Not Covered
- Standard		
- Premium		
- All Other		
Contact Lenses & Fittings	Once every 12 months for all Participants	
- In lieu eyeglass	(In lieu of Lenses & Frame)	
Elective Contract Lenses Allowance	Up to \$175 Retail Allowance (Discounts off balance – 15% conventional or 10% discount disposable)	Up to \$125
Fitting Fees for Daily Wear Lenses	\$20 Copay	Up to \$20
Fitting Fees for Extended Wear Lenses	\$20 Copay	Up to \$30
Fitting Fees for Specialty Lenses	\$20 Copay	Up to \$30
Medically Required Contact Lenses In-Lieu of eyeglasses & elective contacts. Approval required.	Covered in Full	Up to \$125