

Collective Bargaining Agreement

Between

Annville-Cleona School District

And

Annville-Cleona Education

Association



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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement is entered into this first day of March, 2012 by and between the Annville-Cleona School District, Lebanon County, Pennsylvania (hereinafter the "Employer") and the Annville-Cleona Education Association (hereinafter the "Bargaining Agent").

ARTICLE I - PURPOSE AND TERM OF AGREEMENT

1.00 Preamble

The parties recognize that it is desirable to preserve harmonious relations between the Bargaining Agent and the Employer and that the successful operation of the Employer's school system can be assured only through the cooperation of the parties hereto.

1.01 Term

The term of this Agreement shall be from September 1, 2011 to August 31, 2016.

ARTICLE II - RECOGNITION AND BARGAINING AGENT ACTIVITIES

2.00 Bargaining Agent

The Employer recognizes the Bargaining Agent as the exclusive representative for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment of all employees in the unit as certified under PERA R-399-C dated December 16, 1970 (hereinafter the "Employee" or "Employees" depending upon the context). 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, but not less than quarterly. 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.

The party requesting a meeting of the representatives of the Bargaining Agent and the Employer shall provide written notice of and the agenda of such session to the Superintendent's Secretary or the Bargaining Agent, whichever is appropriate.

2.01 Membership Dues Deduction

- A. The Employer shall deduct from the wages of those Employees who so authorize such deductions by a proper and lawful written authorization by the membership dues amount established by the Bargaining Agent.
- B. The authorization form to be executed by the Employees shall contain an assignment, shall be furnished by the Bargaining Agent to the Employer, and shall be approved by the Employer prior to being used.
- C. The authorization may be revoked by an Employee as provided in the authorization form.
- D. To be effective the authorization must be submitted by October 1. For the convenience of the Employees, the Employer shall make authorized deductions for twenty (20) consecutive pays in as nearly equal amounts as reasonably convenient. Deducted amounts shall be remitted to the Bargaining Agent promptly after deductions are effected.
- E. No Employee shall be required to authorize a dues deduction, and neither the Employer nor the Bargaining Agent shall discriminate or coerce any Employee because of deduction or non-deduction of dues.

- F. The Employer is not responsible for any dispute, which may arise between the Bargaining Agent and an Employee regarding dues deductions. Paragraph 2.01 of this Agreement shall not be subject to the grievance procedure.
- G. The District will also provide for the payroll deduction of voluntary contributions to the PSEA Political Action Committee for Education (PACE).

2.02 Fair Share

After the September annual membership drive is completed and upon reaching the membership qualifier each year, the Employer shall deduct from employees who are not members of the Association an amount annually certified by the Association as the fair share fee as permitted by and in accordance with the Public Employee Fair Share Law (Law).

The membership qualifier, to be certified by the Association as of October 1 each year is as follows:

2011-2012	Not applicable
2012-2013	85%
2013-2014	90%
2014-2015	92%
2015-2016	90%

Each non-member in the bargaining unit represented by the Association under the Public Employee Relations Act shall be required to pay the fair share fee as provided by the Law. The fair share fee shall not include any amount expended by the Association for partisan, political, or ideological activities that is excluded by a body that has

jurisdiction to exclude certain activities. Subject to the following, the Employer and the Association agree to apply the provisions of the Law:

- A. The Association agrees to extend to all non-members the opportunity to join the Association.
- B. Non-members with bona fide religious objections to fair share may direct the Association to contribute their agency fee to the Dutchmen Education Foundation. The Association's escrow agent shall provide verification of said payment to any affected non-member once the total agency fee obligation has been fully satisfied via payroll deduction.
- C. If any legal action is brought against the Employer as a result of any actions it is required to perform by the Association pursuant to this Section, the Association agrees to provide for the defense of the Employer at the Association's expense and through counsel selected by the Association.
- D. 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 Section shall cease.
- E. The Association agrees in any action so defended, to indemnify and hold the Employer harmless for any monetary damages the Employer might be liable for as a consequence of its compliance with this Section; 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's failure to properly perform its obligation under this section.

2.03 Bargaining Agent Activities

The Employer, to the extent the same shall not unreasonably interfere with operation of the Employer's school system, shall, upon the Bargaining Agent's written request, grant up to six (6) Employee days off, in increments not less than ½ days unless otherwise authorized by the Superintendent, with pay each school year to attend any official Bargaining Agent activities, such as, but not limited to, preparation for and attendance at grievance proceedings under the provisions of this Agreement. The Bargaining Agent shall use reasonable efforts to minimize the need to seek released time from classroom duties.

For such days, the Bargaining Agent shall pay to the Employer an amount of money equal to the cost to the Employer of acquiring substitute employees for said days. The Employer shall submit a statement in advance to the Bargaining Agent for such amount, and the Bargaining Agent shall make payment of the statement prior to the Employee's absence. If the substitute is not hired, the payment shall be refunded to the Bargaining Agent.

The Bargaining Agent's written request or requests as appropriate, shall be given to the Employer not less than five (5) days prior to the time such requested leave is to commence, and shall clearly identify the Employee or Employees to be granted leave and shall state the day or days for which such leave is requested.

2.04 Use of Facilities

Employees shall be permitted to use, for Bargaining Agent purposes, the bulletin boards in the school faculty lounge, the intra-mail service, and the school mailboxes, provided application is made to the Superintendent.

The Employer will recognize the right of the Bargaining Agent to communicate timely information to its members. In addition, the Employer recognizes the right of the Bargaining Agent to conduct meetings on school property other than during the scheduled student day.

The Bargaining Agent shall be given time during the initial faculty meeting in August or September to address the membership.

2.05 Induction Program

A position on the agenda shall be provided for an officer of the Bargaining Agent in connection with the induction program for new teachers.

2.06 Bargaining Agent Visitation

The Employer shall permit an Officer or the Grievance Chair of the Bargaining Agent to carry out Bargaining Agent duties and visit school buildings during lunch periods, before and after the school day, during preparation time or on bargaining agent approved leave as described in section 2.03 to investigate working conditions, Employee complaints or problems, or for other purposes relating to Bargaining Agent affairs, provided such visits do not interrupt Employees in the performance of their duties and notification is made regarding the leaving and entering of buildings at the building principal's office. Anything to the contrary notwithstanding, no business of the Bargaining Agent shall take place during assigned duties.

ARTICLE III - LEAVE OF ABSENCE

3.00 Sabbatical Leave

Sabbatical leave shall be granted to Employees in accordance with the sabbatical leave provisions of the Pennsylvania Public School Code of 1949, as amended. Salaries payable during a sabbatical leave shall be one-half (1/2) salary. Salary is defined as the amount the Employee would have received during that time if he/she had not been on sabbatical.

To be eligible for a sabbatical leave for professional development, an Employee must submit a detailed written plan of academic research/studies to the Superintendent for approval. If the plan is approved, the Employee must follow the outlined plan.

Employees granted a sabbatical leave for professional development shall be eligible for tuition reimbursement for a maximum of twelve (12) graduate credits. Employees must maintain full time student status during a sabbatical for the purpose of professional development.

3.01 Personal Leave

Each Employee shall be allocated three (3) days of absence with pay during each school year during the term of this contract for personal reasons (personal leave) in the manner hereinafter set forth. Employees with an effective start date after the start of the school year will receive personal days pro-rated according to the number of days worked in their first year. Personal days may be accumulated to a maximum of five in any given year. At the conclusion of each school year, any employee who has in excess of five (5) unused personal leave days remaining shall have their days in excess of the five (5) personal leave days converted to sick days. Employees resigning or

retiring before the end of the school year will have their personal days pro-rated back according to the number of days worked in their last school year. An adjustment in their final pay will be made as needed.

3.02 Requests and Control of Personal Leave

Employees shall request personal leave in writing at least five (5) days prior to the date of the leave desired on a form to be provided by the Employer and available through the Employer's building principals. The Employer may waive the five (5) day period aforesaid, if, in the Employer's sole discretion, the Employee was unable to comply with said five (5) day requirement because of an emergency beyond the Employee's control. The form shall be dated, shall clearly designate the day or days 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 ten percent (10%) of the number of Employees in each school building.

Unless a special urgency is shown by the Employee, no personal leave shall be granted at the following times:

- (a) The first five (5) student days of the school term; or
- (b) The last five (5) student days of the school term; or
- (c) Scheduled in-service days.

A `special urgency_ shall be determined by the Superintendent, at his/her sole discretion, on a case by case basis for events the scheduling of which are beyond the control of the Employee and which are of a compelling nature (i.e., to attend the graduation of a child, etc.).

3.03 Jury Absence/Summons by Subpoena

Employees called for jury duty in a court of record or required under a subpoena to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the wages the Employee would have received hereunder but for such absence and the amount received for the performance of such obligation. No compensation will be paid, however, if the Employee is a party to the legal action involved.

If an Employee is charged with a crime in connection with the performance of duties as an Employee of the Employer, is acquitted upon trial of the charges, and continues in the employ of the Employer, the Employee shall be reimbursed for any salary deductions made by the Employer.

3.04 Benefits During Leave of Absence

Any Employee utilizing an unpaid leave of absence granted by the Employer shall have the right to remain covered by fringe benefits if that Employee reimburses to the Employer the cost of the premiums of such coverage at the prevailing group rate.

3.05 Sick Leave

Each employee shall be entitled to ten (10) days of sick leave in each year of the agreement in accordance with the provisions of the Public School Code of 1949, as amended. Of the ten (10) days of sick leave granted per year, two (2) days of sick leave may be used to care for ill family members (defined as spouse, children or parents) living in the employee's household. In any given contract year, no more than two (2) days of sick leave may be used to care for ill family members.

Employees with an effective start date after the start of the school year will receive sick days pro-rated according to the number of days worked in their first year.

Employees resigning or retiring before the end of the school year will have their sick days pro-rated back according to the number of days worked in their last school year. An adjustment in their final pay will be made as needed.

3.06 Sick Leave Pool

Guidelines for the Sick Leave Bank shall be established and mutually agreed upon by the District Administration and Bargaining Agent. Decisions of the committee shall not be subject to the grievance procedure.

3.07 Childbearing and Childrearing Leave

Childbearing/childrearing leave will be limited to that which is permitted by the Family Medical Leave Act (FMLA). Employees may request an extension for unpaid leave of up to one year. The employee shall make a written request for said leave sixty (60) days prior to the commencement of such unpaid leave. This request shall state the commencement and the termination date for the requested leave. Should the termination date be within two weeks of the end of a marking period, the employee shall be assigned for that time period at the sole discretion of the Superintendent. While on leave, the employee shall be eligible to participate in all fringe benefits at no cost to the employer. Upon return from leave, unless within the two week period prior to the end of the marking period, a reasonable effort will be made to return the employee to his/her assignment prior to the leave.

ARTICLE IV - WAGES AND WORKING CONDITIONS

4.00 Classifications and Rates of Pay

The salaries of Employees for this contract, including Educational Increments, B, B+24, M, M+12, M+24, M+36, M+48 will be those set forth in the salary schedules attached and identified as Appendix A and incorporated herein by reference. Salaries are also subject to the terms and conditions stated below:

A.

2011-2012	0.00%
2012-2013	2.00%
2013-2014	2.50%
2014-2015	2.80%
2015-2016	2.95%

B. Education increments will be recognized and paid only if the Employee provides official transcript(s) verifying such educational increment by October 1 of each school year to be retro-active to the beginning of the school year;

C. Placement on the salary schedule for new Employees shall be mutually agreed by the new Employee and the Employer at the time of initial employment by the Employer and not subject to the grievance process;

D. Starting salary may be at a higher step but not less than that at step #1 of the appropriate salary schedule;

4.01 Payment

Wages shall be paid bi-monthly on the 15th and 30th of each month. When the 15th/30th falls on a Saturday, payment shall be made the preceding Friday. If the

15th/30th falls on a Sunday, payment shall be paid the first working day following that Sunday. Note: The second pay in February shall be paid on the date closest to the end of the month not on a holiday or weekend.

Wages shall be deposited directly into the bank account of each employee.

4.02 Annual Salary Notification

The Employer, shall advise each Employee of the Employee's salary, accumulated sick leave and personal leave via the paycheck stub. In addition, by October 1 of each year, the Employer shall provide a list to the Bargaining Agent containing the name of each member of the bargaining unit, the educational classification of each member and the salary of each member for the following school year. The Bargaining Agent shall notify the Employer of any errors within thirty (30) calendar days.

4.03 Supplemental Pay Rate

The supplemental hourly pay rate for professional employees shall be twenty dollars (\$20) for the 2011-2012 school year, twenty-four dollars (\$24) for the 2012-2013 school year, twenty-six dollars (\$26) for the 2013-2014 school year, twenty-eight dollars (\$28) for the 2014-2015 school year, and thirty dollars (\$30) for the 2015-2016 school year. Supplemental pay rate will be applied to those professional employees required to attend workshops, programs, homebound instruction, detention, homework center, instructional committees, etc. outside the regular workday, with prior approval of the Principal and the Superintendent.

There are times when school is not in session and professional development opportunities will be available. These professional development opportunities are not

mandatory, as such; when requested, the district, and with prior approval of the Superintendent, will offer a daily stipend to each professional employee in the amount equal to our daily substitute rate in effect at that time.

4.04 Employee Records

- A. An Employee shall have the right upon request to the Superintendent to review the contents of his/her personnel file and to receive one copy of each item contained therein. An Employee shall be entitled to have a representative of the Bargaining Agent accompany him during such review. A representative of the Human Resource Department will also be present during the review.

- B. 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 his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Employee shall also have the right to submit a written response to such material to the Superintendent, and the employee's response shall be reviewed by the Superintendent or designee and attached to the file copy. The District shall not establish any separate personnel file, which is not available for the Employee's inspection.

4.05 Part-Time Teachers

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

Regularly employed part-time Employees shall have their wages pro-rated so they have the same proportional relationship to a full-time Employee's wages as the working hours of their part-time employment bears to the working hours of a full-time Employee, except that all contracted insurance coverage shall be identical to that provided for full-time Employees.

For the purposes of this Agreement, a part-time Employee is defined as one who is hired by the Employer with the specific designation of part-time Employee and for twenty (20) or less hours per week.

4.06 Extra-Curricular Contracts

Extra-Curricular Contracts shall be negotiated separately by the Administration and Extra-Curricular Committee. Extra-curricular stipends will be paid in accordance to the schedule adopted effective the amendment date of the separate contract. All stipends paid prior to the effective date of this separate contract will be paid at the 2011-2012 rate and will not be retroactive. The first negotiations session shall be no later than April 1, 2012.

4.07 Extended Year Service

The Employees contracted to work for a period in excess of the standard school year as defined by Article VII Section 7.00 shall be paid on a per diem basis. The per

diem rate shall be calculated by dividing such Employee's salary by one hundred ninety (190).

4.08 Mentors and Inductees

Each Employee who has been duly appointed by the Employer as a Mentor in the Employer's Teacher Induction Plan, for services rendered shall be paid a stipend for each full school year in which he or she performs the duties and responsibilities outlined in the Teacher Induction Plan. The stipend will be: \$750 for 2011-2012, \$800 per year for the remaining years of this contract.

The stipend for less than a full school term shall be pro-rated accordingly and paid in full upon completion of such service.

ARTICLE V - INSURANCE/HEALTH CARE

5.00 Medical/Hospital - Current Employees

The Annville-Cleona School District will offer to the employees, who are certified full-time, and their eligible dependents, including eligible dependent children of the employee who are certified according to law as follows:

- A. The District will continue to offer Health Care as made available through the Lebanon County Public Schools Health Care Consortium with the exception of the Classic plan. The employee's monthly contribution percentage is as follows for medical/hospital insurance, dental care and vision care:

	Plan A	Plan B
2011-2012:	9%	N/A
2012-2013:	N/A	10%
2013-2014:	N/A	11%
2014-2015	N/A	12%

2015-2016	N/A	13%
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- B. All new hires for the 2012-2013 school year and thereafter are subject to the spousal rule as outlined in part C.
- C. If an employee's spouse has individual coverage available from his/her own employer at a cost less than fifty-one percent (51%) of the spouse's employer's premium cost, he/she cannot be covered under the Annville-Cleona District's healthcare plan. If the spouse does not have individual coverage available or must pay fifty-one percent (51%) or more of his/her employer's premium cost for individual coverage, he/she can receive coverage under the Annville-Cleona District's healthcare plan with the applicable contribution toward the premium. The employee's spouse must certify eligibility in a format approved by the district prior to receive dependent healthcare coverage. All spouses and their dependents have the option of purchasing medical/hospital insurance at the established cost rate from the district within thirty (30) days of employment or during open enrollment thereafter. The open enrollment period is currently the first week in November through mid December.
- D. The employee's annual spousal contribution amount is as follows:

	Husband & Wife	Family with Spouse
2011-2012	N/A	N/A
2012-2013	\$450	\$ 750
2013-2014	\$550	\$ 850
2014-2015	\$650	\$ 950
2015-2016	\$750	\$1,050

- E. In the event that professional employees and their spouses are both employed by the Annville-Cleona School District, each employee will have single coverage and will not be eligible for the opt-out payment. If the employees have additional dependents, then the employee whose birthday is first in the calendar year will be considered the primary party for a family medical/hospital insurance plan. The spouse will be part of the family coverage and will not be eligible for opting out of the district medical/hospital plan.
- F. Employees who opt out annually of the District health insurance (because they have health insurance through their spouse) shall receive: \$1,800 for the 2011-2012 year, and \$2,000 for each remaining year of the contract. This payment will be paid in two (2) equal installments on the last pay in December and the first pay in June of each year.
- G. Anyone who discontinues healthcare insurance coverage during an uncompensated leave may not re-enroll until the next open enrollment period or a qualifying event occurs.

5.01 Medical Hospital - Retired Employees

To the extent permissible under the then current medical/hospital plan, retirees who were employed by the Employer for twenty (20) years or more shall be permitted to purchase single coverage as members of the group until age 65 or until eligible for Medicare Benefits.

Per the Memorandum of Understanding for the 2011-2012 school year, retiree single healthcare coverage shall continue at fifty percent (50%) shared contribution.

5.02 Life Insurance

For the duration of this Agreement, the Employer shall pay the premiums for a term life insurance and dismemberment plan of its selection as follows:

Dismemberment Protection	\$50,000
Life Insurance	\$50,000

5.03 Dental Insurance

The Employer will provide a group dental program of its selection consistent with the Lebanon County Healthcare Consortium plan(s). The basic plan will include at a minimum:

	<u>Benefit Level</u>	<u>Paid by Employee</u>
1. Diagnostic	100%	0
2. Preventive	100%	0
3. Minor Restorative	100%	0
4. Oral Surgery	80%	20%
5. Endodontics	80%	20%
6. Periodontics	80%	20%
7. Denture Repair	80%	20%
8. Major Restorative	80%	20%
9. Orthodontics	80%	20%

5.04 Vision Care

The Employer will provide the vision care plan covering all Employees and their dependents at the Employer's expense. The Employer may, with the approval of the Association not unreasonably withheld, change the provider of the plan provided that the benefits are comparable.

ARTICLE VI - BENEFITS

6.00 Travel Reimbursement

Employees required to use personal vehicles in the course of employment with the Employer to travel from and return to school shall be reimbursed during each school year at the rate approved by the IRS on January 1 and July 1 of each year. No personal vehicles shall be used in the course of employment without the prior written permission of the Superintendent. The Employer shall issue a written memorandum to satisfy the requirement of prior written permission.

6.01 Retirement Benefit

Each Employee who completes ten (10) years of continuous teaching for the Employer immediately preceding his/her eligibility and filing of application for retirement under the Pennsylvania School Retirement System (PSERS) shall be granted a benefit upon retirement. Each Employee may select either Plan A or Plan B, if he/she notifies the Superintendent in writing no later than December 1, of the final year before retirement if retiring at the end of the current school year, or six (6) months written notice for any other time during a school year. This notification timeline may be waived by the Superintendent if compelling circumstances for such waiver are present.

All professional employees retiring at the end of the 2011-2012 school year, meeting the requirements as set forth above, shall be eligible for either of the retirement benefits as per the memorandum of understanding approved May 19, 2011 as outlined in section 6.01 of the contract dated September 1, 2006 through August 31, 2011.

For all professional employees retiring at the end of the 2012-2013 through August 31, 2016, meeting the requirements as set forth above, shall be eligible for either of the following retirement benefits.

A. Plan A – Retirement benefit based upon unused sick leave.

Each Employee who completes twenty (20) years of continuous teaching for the Employer immediately preceding his/her eligibility and filing of application for retirement under the Pennsylvania School Retirement System (PSERS) shall be granted a benefit upon retirement. Payments shall not be considered reimbursement for, but based upon unused days of sick leave at a rate of \$100 per day. The lump-sum payment shall never be based upon more than 200 unused days of sick leave. Note: No sick leave accumulated in another school district of prior employment shall apply.

B. Plan B – Retirement benefit based on years of employment by the Employer.

Each Employee who completes fifteen (15) years of continuous teaching for the Employer immediately preceding his/her eligibility and filing of application for retirement under the Pennsylvania School Retirement System (PSERS) shall be eligible for this benefit upon retirement. Payment shall be based upon a rate of \$450 per year, not to exceed \$15,000.00.

C. Regardless of the plan selected by the Employee, payment shall be paid as a non-elective employer contribution into a 403(b) tax sheltered annuity plan with no cash options. If the Employer's contribution causes the Employee's account to exceed the Section 415(c) contribution limitation for the year, then any excess shall be contributed in the next tax year.

6.02 Tuition Reimbursement

The Annville-Cleona School Board shall provide tuition reimbursement for all pre-approved graduate courses of study beyond the Bachelor's degree, subject to the following terms and conditions, but only after PA initial certification has been attained:

- A. Maximum payment for tuition for all other professional employees shall not exceed twelve (12) credits per year if enrolled in a degreed program and shall not exceed nine (9) credits per year if not enrolled in a degreed program. Newly hired teachers will not be approved for tuition reimbursement during their first two semesters of employment. However, they will be approved for tuition reimbursement for summer courses.
- B. Maximum payment for tuition will be based on the following:
 - 2011-2012 Penn State rate
 - 2012-2013 \$700 per credit
 - 2013-2014 \$725 per credit
 - 2014-2015 \$750 per credit
 - 2015-2016 \$750 per credit
- C. Course and reimbursement pre-approval will be obtained in writing from the Superintendent's office on district-approved forms. Credits may be in the employees' field of assignment, an approved master's/doctoral program, an additional teacher certification, an educational leadership certification, or credits which are deemed transferrable to the classroom by the Superintendent. Self-guided online credits will be limited to six (6) credits and

must be part of an approved master's/doctoral program. Undergraduate credits and/or a degree will be reimbursed only if a Bargaining Unit member is requested and/or required to obtain these credits or degree by the Superintendent or his/her designee.

D. Tuition reimbursement will be made for courses accredited by Middle States, National Council for Accreditation of Teacher Education and PDE.

E. An employee participating in any type of scholarship or Grant in Aid Program, including GI Bill benefit provisions, shall not receive an amount for reimbursement, which would exceed, when coupled with other sources, the actual cost of pre-approved credits.

F. Payments for tuition will be made to employees on the active payroll of the Annville-Cleona School District, according to the following procedure:

1 Courses that have not been preapproved at least 14 calendar days prior to the start of the course will not be reimbursed. If a course is cancelled less than 14 days prior to the start of the course, employees may enroll in another course with written proof of cancellation and approval of the substitute course by the Superintendent.

2 All courses must receive grades of B or better. If a Pass/Fail course is approved as part of a degree program, proof of verification of a passing mark will also qualify for reimbursement.

- 3 The district will pay college credits with pre-approval within twenty days (20) days of receipt of all required paperwork including proof of payment and a grade report.
- 4 Tuition payments will be made to persons on Sabbatical Leave at the end of each semester. Credit reimbursement will not be made to employees who do not return to employment with the Annville-Cleona School District in the subsequent year.

G. An employee leaving the district (except for retirement) within two (2) calendar years of receipt of tuition reimbursement will repay the district at 100% of the tuition reimbursement amount for the final year of employment, plus 50% of the tuition reimbursement for the second year's prior employment.

Example:

Employee received \$5,000 tuition reimbursement for each year 2011-2012 and 2012-2013. Employee leaves district in 2013 then owes \$5,000 for the 2012-2013 school year and \$2,500 for the 2011-2012 school year. If an employee had not received tuition reimbursement for 2012-2013, then the employee would owe \$2,500 for 2011-2012.

6.03 Tax Sheltered Annuity

The Employer will continue to make available the tax sheltered annuity program in effect at the execution of this Collective Bargaining Agreement, which shall be operated on the following basis:

1. Pay deductions shall be each pay;

2. The program shall be open only to companies, which have a minimum of four (4) accounts;
3. No Solicitation in connection with the tax-sheltered annuity shall be made during the hours of the regular school day.

6.04 Credit Union

The Employer shall continue its present payroll deduction plan for the credit union operated in the Employer's school district on the following basis:

1. Pay deductions shall be each pay;
2. An employee is limited to two (2) financial institutions for direct payroll deductions.

6.05 Flexible Spending Section 125 Accounts

The Employer will maintain a Flexible Spending Section 125 Plan as permitted by the Internal Revenue Code. The Employer shall pay the administrative fees, if any, for said Plan if employee participation exceeds 20%.

The Employer's obligation to pay the administrative fees is conditioned upon the Employee attending required meetings of the Plan Administration. Such meetings will not take place during mediation time or during in-service time.

ARTICLE VII - WORK SCHEDULE

7.00 Work Hours/Year

Employees shall work for the Employer one hundred eighty eight (188) days for the first year of the contract and one hundred ninety (190) days during each of the subsequent years of this Contract. The one hundred ninety (190) days shall consist of the following: one hundred eighty-two (182) student days, six (6) in-service days, one

(1) room preparation day, and one (1) joint ACEA/ACSD day. The Employer shall have complete discretion in scheduling work days.

The teacher day shall be seven (7) hours and twenty (20) minutes in length except in the case of early dismissal, Friday, and the last day before vacations when the teacher day shall be limited to 7 hours and 5 minutes. This time will include a 30 minute duty-free lunch period

Parent/Teacher conferences, Back-to-School nights, and/or open houses shall be determined at the discretion of the Superintendent not to exceed two (2) events without the mutual agreement of the ACEA leadership.

All meetings and activities which employees are required to attend and occur beyond employee-designated times shall be limited to a reasonable length of time.

7.01 Teacher Vacancies/Transfers

The Employer shall notify the Employees of job vacancies as they become available by posting on Mondays on the HR WIKI/district website.

Employees may indicate in writing to the Superintendent/designee their desire to apply for said vacancy within seven (7) days of the posting. The Employer shall have the sole right to fill each job vacancy with current Employees always given consideration. An Employee applicant may request a conference with the Superintendent if not selected for the position.

7.02 Teaching Assignment

If the Employer determines to change the subject matter or grade level to be taught by an Employee, the Employer shall endeavor to notify such Employee of the change by August 1 of the summer preceding the change. The Employer may make

changes after August 1, but in such event promptly shall notify the Employee affected by such change.

7.03 Preparation Time

- A. Classroom teachers will have at least 30 minutes scheduled prep time per day within the instructional day. Make-ups will be before the start of the next instructional day.
- B. Specialists will have at least 30 minutes scheduled prep time per workday. Not more than 50% of the school days will have prep time scheduled outside of the instructional day. Make up prep time will be as per 7.03 A above.
- C. Events that are mandated or school wide: The loss of preparation time as a result of events outside the control of the district, such as the delayed start or early dismissal of school as a result of weather or other emergencies, shall not be compensated. Emergencies that result in a Code Red or lock-down of the building where preparation time is lost shall not be compensated. The district will make every effort to rotate the schedule and events in a given school in any effort not to impact the same professional employees repeatedly.

ARTICLE VIII - GRIEVANCE PROCEDURE

8.00 Definitions

A "Grievance" shall constitute a complaint by an Employee or Employees that there has been to him or her, a violation or inequitable application of any of the provisions of this Agreement. The term `days_ shall mean working days exclusive of

holidays, Saturdays and Sundays. All time lines may be extended by mutual agreement.

8.01 Grievance Steps

After an informal discussion with district administration to resolve the issue has occurred without resolution, there shall be a four-step process as follows:

Step 1

The Association initiating a grievance shall present said grievance in writing, to the building principal in the building where the grievant is employed within ten (10) days of the occurrence of the grievance or of receiving knowledge thereof. Said building principal shall reply to said grievance within seven (7) days after receipt thereof.

Step 2

In the event that the grievance is not resolved to the satisfaction of the Association under Step 1, said grievance shall be referred to the Superintendent within seven (7) days after the reply to said grievance by the building principal. The Superintendent shall reply to said grievance within seven (7) days after receipt thereof.

Step 3

In the event that the grievance is not resolved to the satisfaction of the Association under Step 2, said grievance shall be referred to the Board of School Directors at its next regularly scheduled meeting, at which time all parties affected shall have the opportunity to be heard within fourteen (14) days.

Step 4

In the event the grievance is not resolved under Step 3 to the satisfaction of the Association, said grievance shall be referred within fourteen (14) days of receipt of Board of School Directors' response to binding arbitration as provided in Section 903 of Act 195, with costs being shared equally by both parties to this Agreement. Within fourteen (14) days after submission to arbitration, the Employer and the Bargaining

Agent shall attempt to agree upon a mutually acceptable arbitrator. If they are unable to agree, an arbitrator shall be selected in accordance with the procedures of the Pennsylvania Bureau of Mediation. In the event said grievance fails to meet the criteria of Section 903 of Act 195, the decision of the Employer in Step 3 shall be final unless the law provides otherwise.

8.02 Time of Essence

The time periods set forth in the aforementioned steps shall be adhered to unless the parties mutually agree to extend the time periods, or illness, vacation times, or some such legitimate reason for delays arises.

In the event a grievance is filed within the last seven (7) days of school, the parties agree to make a good faith effort to reduce the time limitations set forth herein in the hope that grievance procedures may be completed prior to the next school term.

8.03 Bargaining Agent Attendance

At all levels of the grievance process after Step 1, a representative of the Bargaining Agent, in addition to the grievant, upon the grievant's request, may attend the meetings, hearings, appeals or other proceedings required to process the grievance. Subject to the ruling of the Arbitrator, more than one (1) member of the Bargaining Agent may attend the Section 8.01C arbitration in company with the grievant.

8.04 Reprisals

No reprisals of any kind will be taken by the Employer, by any member of the administration, or by the grievant or Bargaining Agent against any party in interest or members of their family, any school representative, any member of the grievance committee or any other participant in the grievance procedure because of his or their

participation in said grievance procedure. The fact that an individual has filed a grievance will not be used as evidence in any disciplinary action such as suspension, demotion, or dismissal proceedings.

8.05 Failure to Respond

Unless there are reasonable grounds for the delays, failure at any step of this Article VIII procedure to communicate the grievance decision in writing within the specified time limits permit the grievant to proceed to the next step. In the event a grievance is not appealed to the next step within the specified or a reasonable time limit, such failure shall result in the acceptance of the decision rendered at that step, provided there are no reasonable grounds for the delay.

8.06 Investigation

Both parties pledge cooperation in the investigation of any grievance and agree to inform each other of such information as is requested for the processing of any grievance provided to do so would not be regarded as improper by the Employer or the Bargaining Agent, recognizing, insofar as the Employer is concerned, its primary responsibility in such areas of discretion or policy as are dictated by the functions of the public Employer, standards of service, overall budget, utilization of technology, organizational structure and selection and direction of personnel, all of which areas of discretion or policy being within its sole purview, and, insofar as the Bargaining Agent is concerned, recognizing its responsibility to those whom it represents not to reveal information in violation of its obligation to maintain confidence.

8.07 Precedents

The Bargaining Agent agrees that it will not bring, continue, nor represent an Employee in any grievance, which is substantially similar to a previously determined grievance. Employer agrees that it will apply to all substantially similar situations the same decisions applied to a previously determined grievance.

8.08 Sole Remedy

Unless otherwise provided herein, the sole remedy available to any Employee represented by the Bargaining Agent for any alleged breach of this Agreement or any alleged violation of his rights there under shall be pursuant to the grievance procedure. In the event such Employee elects to pursue any other legal or statutory remedy, such election will bar any further or subsequent proceedings for relief under those grievance procedures.

8.09 Confidentiality

Both parties agree that grievance procedures shall be kept as informal and confidential as may be appropriate at any level of the procedure.

ARTICLE IX - EMPLOYER'S RIGHTS

9.00 Control of School System

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 equitably exercise those rights as they relate to the instructional Employees stated in the laws of Pennsylvania (including the Pennsylvania Public School Code of 1949, as amended) and all other

legislation and court decisions relating to the operation and control of the schools of the Commonwealth of Pennsylvania.

ARTICLE X - MANAGEMENT WORK

10.00 Supervisory Personnel

While the Employer desires that no Employee work shall be done by the Employer's supervisory personnel, it shall be permissible for the Employer to assign Employee work (teaching responsibilities) to supervisory personnel when it deems the same appropriate and these personnel are properly certified. Assignment of supervisory personnel to teach shall not be used to encourage furloughs.

ARTICLE XI - LABOR PEACE

11.00 Strikes/Lock-outs

Both parties agree to abide faithfully by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195, as amended by Act 88, as a condition of the various provisions of this Agreement to which the parties have agreed. The Employer pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement and the Bargaining Agent pledges that Employees will not engage in work stoppage or strike (as that term is defined in Act 195, as amended by Act 88) during the term of this Agreement.

ARTICLE XII - DISCIPLINE, DISCHARGE & EVALUATION

12.00 Discharge, Discipline, and Reprimand

The Employer shall not demote, suspend, or discharge an Employee without just cause.

The parties hereby agree that the provisions of the Pennsylvania Public School Code of 1949, as amended, represent their complete agreement and that the provisions of the Code shall govern the manner in which job security, job progression, and reduction in force practices shall be affected with respect to the Employees.

12.01 Supervision/Evaluation

Employees shall not be evaluated in any instruction system or method in which supervisors/administrators have received in-service training until and unless Employees have received the opportunity for similar in-service training in the same system of method.

Employees shall be given a copy of the evaluation report prepared by the evaluator. Such copy will be provided not later than three working days after the observation but not less than two working days prior to the conference. The Employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy.

Any evaluation, which is less than satisfactory, must be accompanied by written specific recommendations for improvement with a commitment for direct assistance in implementing such recommendations.

ARTICLE XIII - MISCELLANEOUS

13.00 Demands, Proposals, and Waivers

The Employer and the Bargaining Agent acknowledge that during the negotiations which resulted 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

understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Collective Bargaining Agreement. The Employer and the Bargaining Agent, 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.

Unless agreed to in a written Memorandum of Understanding (MOU) approved and signed by both parties. Once agreed upon, it is understood that any MOU will remain in effect through the remainder of the contract.

13.01 Equality of Application

In the continuance of the policy established and maintained by the Employer, the Employer and the Bargaining Agent agree that the provisions of the Collective Bargaining Agreement shall apply equally to all Employees covered by this Collective Bargaining Agreement without discrimination, and in carrying out their respective obligations under this Collective Bargaining Agreement neither the Employer nor the Bargaining Agent will discriminate against any Employee on account of race, religion, color, national origin, age, sex, creed, or union affiliation.

13.02 Statutory Rights

Nothing contained herein shall be construed to deny or restrict to any professional Employee or the Employer such rights as the Employee or the Employer may have under the Public School Code of 1949 as amended, or other applicable laws and regulations.

13.03 Modification

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

13.04 Copies of Agreement

The Employer, at its own cost, will provide for the duplicating of this Agreement for all Employees.

ARTICLE XIV - CONFORMITY TO LAW

14.00 Severability

If any provision of this Collective Bargaining Agreement or the application of such provisions to any person or circumstances shall be or become legally invalid or unenforceable, then such provision shall not be applicable or enforced or performed, except to the extent permitted by law. Such invalidity or unenforceability shall not affect the remainder of the provisions of this Collective Bargaining Agreement.

If at any time thereafter, such provision or its enforcement or performance shall be deemed restored in full force and effect, it shall be as if it had never been in conflict with the law.

IN WITNESS WHEREOF, the parties hereto have caused this Collective Bargaining Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

ATTEST:

ANNVILLE-CLEONA SCHOOL DISTRICT

Secretary
(SEAL)

President

ATTEST:

ANNVILLE-CLEONA EDUCATION
ASSOCIATION

Secretary
(SEAL)

President

ACSD Date

ACEA Date

Appendix A – Salary Schedules

ACEA Salary Schedule 2011-2012

To Top	Step	B	B+24	Masters	M+12	M+24	M+36	M+48
19	1	\$42,226	\$43,897	\$46,454	\$48,392	\$50,331	\$52,269	\$54,207
18	2	\$42,533	\$44,197	\$46,754	\$48,692	\$50,631	\$52,569	\$54,507
17	3	\$42,840	\$44,497	\$47,054	\$48,992	\$50,931	\$52,869	\$54,807
16	4	\$44,122	\$45,797	\$48,354	\$50,292	\$52,231	\$54,169	\$56,107
15	5	\$45,404	\$47,097	\$49,654	\$51,592	\$53,531	\$55,469	\$57,407
14	6	\$46,687	\$48,397	\$50,954	\$52,892	\$54,831	\$56,769	\$58,707
13	7	\$47,969	\$49,697	\$52,254	\$54,192	\$56,131	\$58,069	\$60,007
12	8	\$49,251	\$50,997	\$53,554	\$55,492	\$57,431	\$59,369	\$61,307
11	9	\$50,754	\$52,497	\$55,054	\$56,992	\$58,931	\$60,869	\$62,807
10	10	\$52,257	\$53,997	\$56,554	\$58,492	\$60,431	\$62,369	\$64,307
9	11	\$53,761	\$55,497	\$58,054	\$59,992	\$61,931	\$63,869	\$65,807
8	12	\$55,264	\$56,997	\$59,554	\$61,492	\$63,431	\$65,369	\$67,307
7	13	\$56,767	\$58,497	\$61,054	\$62,992	\$64,931	\$66,869	\$68,807
6	14	\$58,270	\$60,197	\$62,754	\$64,692	\$66,631	\$68,569	\$70,507
5	15	\$59,773	\$61,897	\$64,454	\$66,392	\$68,331	\$70,269	\$72,207
4	16	\$61,277	\$63,597	\$66,154	\$68,092	\$70,031	\$71,969	\$73,907
3	17	\$62,780	\$65,297	\$67,854	\$69,792	\$71,731	\$73,669	\$75,607
2	18	\$64,283	\$66,997	\$69,554	\$71,492	\$73,431	\$75,369	\$77,307

**ACEA
Salary Schedule
2012-2013**

To Top	Step	B	B+24	Masters	M+12	M+24	M+36	M+48
19	1	\$42,501	\$43,908	\$46,750	\$48,700	\$50,650	\$52,600	\$54,550
18	2	\$42,808	\$44,208	\$47,050	\$49,000	\$50,950	\$52,900	\$54,850
17	3	\$43,115	\$44,508	\$47,350	\$49,300	\$51,250	\$53,200	\$55,150
16	4	\$44,397	\$45,808	\$48,650	\$50,600	\$52,550	\$54,500	\$56,450
15	5	\$45,679	\$47,108	\$49,950	\$51,900	\$53,850	\$55,800	\$57,750
14	6	\$46,962	\$48,408	\$51,250	\$53,200	\$55,150	\$57,100	\$59,050
13	7	\$48,244	\$49,708	\$52,550	\$54,500	\$56,450	\$58,400	\$60,350
12	8	\$49,526	\$51,008	\$53,850	\$55,800	\$57,750	\$59,700	\$61,650
11	9	\$51,029	\$52,508	\$55,350	\$57,300	\$59,250	\$61,200	\$63,150
10	10	\$52,532	\$54,008	\$56,850	\$58,800	\$60,750	\$62,700	\$64,650
9	11	\$54,036	\$55,508	\$58,350	\$60,300	\$62,250	\$64,200	\$66,150
8	12	\$55,539	\$57,008	\$59,850	\$61,800	\$63,750	\$65,700	\$67,650
7	13	\$57,042	\$58,508	\$61,350	\$63,300	\$65,250	\$67,200	\$69,150
6	14	\$58,545	\$60,208	\$63,050	\$65,000	\$66,950	\$68,900	\$70,850
5	15	\$60,048	\$61,908	\$64,750	\$66,700	\$68,650	\$70,600	\$72,550
4	16	\$61,552	\$63,608	\$66,450	\$68,400	\$70,350	\$72,300	\$74,250
3	17	\$63,055	\$65,308	\$68,150	\$70,100	\$72,050	\$74,000	\$75,950
2	18	\$64,558	\$67,008	\$69,850	\$71,800	\$73,750	\$75,700	\$77,650

**ACEA
Salary Schedule
2013-2014**

To Top	Step	B	B+24	Masters	M+12	M+24	M+36	M+48
19	1	\$42,776	\$44,034	\$47,421	\$49,396	\$51,371	\$53,346	\$55,321
18	2	\$43,083	\$44,334	\$47,721	\$49,696	\$51,671	\$53,646	\$55,621
17	3	\$43,390	\$44,634	\$48,021	\$49,996	\$51,971	\$53,946	\$55,921
16	4	\$44,672	\$45,934	\$49,321	\$51,296	\$53,271	\$55,246	\$57,221
15	5	\$45,954	\$47,234	\$50,621	\$52,596	\$54,571	\$56,546	\$58,521
14	6	\$47,237	\$48,534	\$51,921	\$53,896	\$55,871	\$57,846	\$59,821
13	7	\$48,519	\$49,834	\$53,221	\$55,196	\$57,171	\$59,146	\$61,121
12	8	\$49,801	\$51,134	\$54,521	\$56,496	\$58,471	\$60,446	\$62,421
11	9	\$51,304	\$52,634	\$56,021	\$57,996	\$59,971	\$61,946	\$63,921
10	10	\$52,807	\$54,134	\$57,521	\$59,496	\$61,471	\$63,446	\$65,421
9	11	\$54,311	\$55,634	\$59,021	\$60,996	\$62,971	\$64,946	\$66,921
8	12	\$55,814	\$57,134	\$60,521	\$62,496	\$64,471	\$66,446	\$68,421
7	13	\$57,317	\$58,634	\$62,021	\$63,996	\$65,971	\$67,946	\$69,921
6	14	\$58,820	\$60,334	\$63,721	\$65,696	\$67,671	\$69,646	\$71,621
5	15	\$60,323	\$62,034	\$65,421	\$67,396	\$69,371	\$71,346	\$73,321
4	16	\$61,827	\$63,734	\$67,121	\$69,096	\$71,071	\$73,046	\$75,021
3	17	\$63,330	\$65,434	\$68,821	\$70,796	\$72,771	\$74,746	\$76,721
2	18	\$64,833	\$67,134	\$70,521	\$72,496	\$74,471	\$76,446	\$78,421

**ACEA
Salary Schedule
2014-2015**

To Top	Step	B	B+24	Masters	M+12	M+24	M+36	M+48
19	1	\$43,353	\$44,310	\$48,310	\$50,310	\$52,310	\$54,310	\$56,310
18	2	\$43,660	\$44,610	\$48,610	\$50,610	\$52,610	\$54,610	\$56,610
17	3	\$43,967	\$44,910	\$48,910	\$50,910	\$52,910	\$54,910	\$56,910
16	4	\$45,249	\$46,210	\$50,210	\$52,210	\$54,210	\$56,210	\$58,210
15	5	\$46,531	\$47,510	\$51,510	\$53,510	\$55,510	\$57,510	\$59,510
14	6	\$47,814	\$48,810	\$52,810	\$54,810	\$56,810	\$58,810	\$60,810
13	7	\$49,096	\$50,110	\$54,110	\$56,110	\$58,110	\$60,110	\$62,110
12	8	\$50,378	\$51,410	\$55,410	\$57,410	\$59,410	\$61,410	\$63,410
11	9	\$51,881	\$52,910	\$56,910	\$58,910	\$60,910	\$62,910	\$64,910
10	10	\$53,384	\$54,410	\$58,410	\$60,410	\$62,410	\$64,410	\$66,410
9	11	\$54,888	\$55,910	\$59,910	\$61,910	\$63,910	\$65,910	\$67,910
8	12	\$56,391	\$57,410	\$61,410	\$63,410	\$65,410	\$67,410	\$69,410
7	13	\$57,894	\$58,910	\$62,910	\$64,910	\$66,910	\$68,910	\$70,910
6	14	\$59,397	\$60,610	\$64,610	\$66,610	\$68,610	\$70,610	\$72,610
5	15	\$60,900	\$62,310	\$66,310	\$68,310	\$70,310	\$72,310	\$74,310
4	16	\$62,404	\$64,010	\$68,010	\$70,010	\$72,010	\$74,010	\$76,010
3	17	\$63,907	\$65,710	\$69,710	\$71,710	\$73,710	\$75,710	\$77,710
2	18	\$65,410	\$67,410	\$71,410	\$73,410	\$75,410	\$77,410	\$79,410

**ACEA
Salary Schedule
2015-2016**

To Top	Step	B	B+24	Masters	M+12	M+24	M+36	M+48
19	1	\$43,992	\$44,949	\$48,949	\$51,199	\$53,449	\$55,699	\$57,949
18	2	\$44,299	\$45,249	\$49,249	\$51,499	\$53,749	\$55,999	\$58,249
17	3	\$44,606	\$45,549	\$49,549	\$51,799	\$54,049	\$56,299	\$58,549
16	4	\$45,888	\$46,849	\$50,849	\$53,099	\$55,349	\$57,599	\$59,849
15	5	\$47,170	\$48,149	\$52,149	\$54,399	\$56,649	\$58,899	\$61,149
14	6	\$48,453	\$49,449	\$53,449	\$55,699	\$57,949	\$60,199	\$62,449
13	7	\$49,735	\$50,749	\$54,749	\$56,999	\$59,249	\$61,499	\$63,749
12	8	\$51,017	\$52,049	\$56,049	\$58,299	\$60,549	\$62,799	\$65,049
11	9	\$52,520	\$53,549	\$57,549	\$59,799	\$62,049	\$64,299	\$66,549
10	10	\$54,023	\$55,049	\$59,049	\$61,299	\$63,549	\$65,799	\$68,049
9	11	\$55,527	\$56,549	\$60,549	\$62,799	\$65,049	\$67,299	\$69,549
8	12	\$57,030	\$58,049	\$62,049	\$64,299	\$66,549	\$68,799	\$71,049
7	13	\$58,533	\$59,549	\$63,549	\$65,799	\$68,049	\$70,299	\$72,549
6	14	\$60,036	\$61,249	\$65,249	\$67,499	\$69,749	\$71,999	\$74,249
5	15	\$61,539	\$62,949	\$66,949	\$69,199	\$71,449	\$73,699	\$75,949
4	16	\$63,043	\$64,649	\$68,649	\$70,899	\$73,149	\$75,399	\$77,649
3	17	\$64,546	\$66,349	\$70,349	\$72,599	\$74,849	\$77,099	\$79,349
2	18	\$66,049	\$68,049	\$72,049	\$74,299	\$76,549	\$78,799	\$81,049