#### CHICHESTER SCHOOL DISTRICT CHICHESTER ADMINISTRATORS' ASSOCIATION (CAA) Effective July 1, 2013 to June 30, 2017 Agreement

This Agreement shall be between the Chichester Administrators' Association (hereinafter referred to as "CAA) and the Board of School Directors of the Chichester School District (hereinafter referred to as the "Board" or "District") for the period beginning July 1, 2013 and ending June 30, 2017.

#### 1. Recognition

a. The Board recognizes the professional as well as the managerial responsibilities inherent in administrative functions and daily tasks.

The Board recognizes the Chichester Administrator's Association as a "meet and discuss" unit, which includes the following positions:

1) Certified Personnel

Building Principals (6)

Building Assistant Principals (4)

Dean of Students (2)

Director of K-12 Curriculum & Instruction

Director of Pupil Services

Supervisor(s) of Special Education (2)

Director of Student Activities

Supervisor, K-12 Instructional Technology

Other certified coordinator or administrative positions the Board may create

2) Non-Certified Personnel

Assistant Business Administrator

Food Service Director

**Facilities Director** 

Custodial Supervisor

Maintenance Supervisor

Transportation Director

Senior Network Administrator

Assistant Director of Student Activities

Other non-certified coordinator or administrative positions the Board may create

- b. The Superintendent, the Assistant Superintendent, the Business Administrator, and the Assistant to the Superintendent for Human Resources are specifically excluded from this Agreement.
- c. For the purposes of this Article, the word "certified" shall be defined as holding a certification in the field of educational Administration.
- d. Members of the Chichester Administrators Association recognize their duty as administrators to perform the responsibilities stated in their job descriptions, to contribute both their efforts and creativity to achieve the most efficient and successful operation of the Chichester School District, and to keep current all certifications required by applicable governmental or professional agencies.
- e. In order to promote equitable working conditions and employment practices, the administrators of the Chichester School District will "meet and discuss" as provided for in Act-93 through their representatives and Board representatives. This will be done to agree mutually to any improvements that may become part of school district policy and/or this Agreement. These improvements will remain in full force and effect after approval by the Board and CAA.

#### 2. Terminology

The reference in this Agreement to CAA members refers to CAA members subject to and covered by this Agreement as described by the positions set forth in the recognition clause above.

#### 3. Health/Insurance Benefits

<u>Selection by Employee</u>: Each CAA member shall select such benefits as he or she may desire, provided that the employee shall select a medical insurance program for himself/herself, his/her domestic partner as defined in Appendix C and his/her dependents. All selection of benefits shall be in accordance with the provisions of Section 125 of the Internal Revenue Code.

In the event that both husband and wife are employees of the District, only one such employee shall be entitled to receive medical benefits.

a. *Medical* – The Benefit Credit provided by the District shall include a percent payment for Blue Cross C1F01 or comparable in accordance with the table shown below:

School Year	District Pays	Bargaining Unit Member Pays
2013-2014	89%	11%
2014-2015	88%	12%
2015-2016	88%	12%
2016-2017	87%	13%

- b. *Dental* The District shall pay full costs of a family dental insurance plan that covers \$1,800 per year and a \$1,800 Orthodontic Rider.
- c. *Vision* The District shall pay full costs of a family vision plan that is substantially similar to the current coverage offered to all members at the time this agreement is signed.
- d. *Prescription* The District and the CAA member shall pay the premium for a \$10/\$25 deductible prescription plan for individual and family, and \$20/\$50 deductible for mail-in prescription plan in accordance with the table shown below.

School Year	<b>District Pays</b>	<b>Bargaining Unit Member Pays</b>
2013-2014	89%	11%
2014-2015	88%	12%
2015-2016	88%	12%
2016-2017	87%	13%

e. The District and the Association agreed on May 13, 2013 to join the Delaware County Public Schools Healthcare Trust. The Memorandum of Agreement is included as Appendix D.

#### 4. Buy-Back

a. Each CAA employee shall be granted the option to waive medical insurance benefit rights in consideration for the payment to said employee of a lump sum of money as per the District's buyback program. The lump sum amount will be determined annually by the District as indicated in the table below and is subject to all taxes as provided by law. To be eligible for this payment, the employee must waive medical insurance benefits for the entire fiscal year. Any employee who reenters the District medical insurance program plan or leaves employment before the last day of

school (at least June 15<sup>th</sup>) will forfeit all rights to the lump sum payment. The lump sum payment will not be prorated for partial years. The District at the end of the fiscal year shall make this payment provided the District employs the individual at that time. The employee may choose to have this payment made by check or, if permitted by IRS regulations, as a contribution to an eligible tax-deferred savings plan.

PLAN	2013-2014	2014-2015	2015-2016	2016-2017	
Single	\$1360	\$1440	\$1520	\$1600	
Employee/Child	\$2330	\$2445	\$2560	\$2675	
Employee/Children	\$2430	\$2545	\$2660	\$2675	
Employee/Spouse	\$3380	\$3570	\$3760	\$3950	
Family	\$3380	\$3570	\$3760	\$3950	
Note: Above reflects Medical/Vision/Dental/Prescription Buy-Back					

b. If an eligible employee elects no medical coverage under the medical insurance program, the employee shall provide to the employer written documentation to verify that s/he and his/her dependents, if any, are currently covered by a medical insurance program. The employee agrees not to allow any such medical insurance to be canceled or lapse in any way. If such other medical insurance is canceled, the employee shall immediately enroll himself/herself and his/her dependents, if any, in the medical insurance program offered CAA members by the District. In the event that the employee allows any such medical insurance to lapse or to be canceled and fails to comply with the

requirement to enroll himself/herself in the program offered through the District, the employee agrees to hold the District harmless regarding all medical claims.

c. This buyback provision is not available when both spouses are employed by the District.

#### 5. Other Employee Protection Benefits

- a. Long Term Disability-Income Protection The District shall provide a long-term disability plan for each member. The monthly premium amount paid by the District shall be twenty-five dollars (\$25.00) for each year of the Agreement. Members qualifying according to salary and health status may purchase, through payroll deduction, additional coverage as available by the carrier at their own cost.
- b. *Life Insurance* The District shall pay for the cost of group term life insurance policy for each CAA member for the duration of his/her employment with the District that is two times (2x) an employee's current salary, up to a maximum of a three hundred thousand dollars (\$300,000.00).
- c. Workers Compensation Each employee shall be entitled to Workers' Compensation protection as provided under the terms of the Pennsylvania Workers' Compensation law and the District's insurance policy.

#### **6.** Tuition Reimbursement

- a. The District shall provide tuition reimbursement for approved graduate level courses up to a maximum of \$6,000 for school year 2013-2014; \$6,500 for school year 2014-2015; \$7,000 for school year 2015-2016; \$7,500 for school year 2016-2017 per year per CAA member; sixty-five thousand dollars (\$65,000.00) total dollar amount cap for all tuition reimbursement amounts to be paid by the District in any given school year. The graduate level courses shall be subject to approval by the Board upon recommendation of the Superintendent. Such courses shall, in the professional judgment of the Superintendent, be directly related to the employee's job responsibility. The CAA member must obtain a course grade of "B" or higher to qualify for the reimbursement.
- b. The Superintendent shall establish procedures for the submission of required documents for the employee to be eligible for reimbursement.
- c. If the CAA member leaves the school district during the subsequent fiscal year, the District will request full reimbursement of all paid tuition for the previous year. The CAA member shall reimburse the District upon ninety (90) days of the District's request.

#### 7. Mileage Reimbursement

The District will provide Board-approved mileage reimbursement to all CAA members who use private cars for required travel, as per the most current IRS standard rate for such purposes.

#### 8. Professional Dues

The District shall provide membership in up to two (2) state or national professional associations and organizations to all CAA members, where applicable. Applications for same will be submitted to the Superintendent for approval.

#### 9. Educational Conferences

Each CAA member will be granted a total of six (6) days per year to attend overnight conventions and/or in-service conferences with expenses paid in compliance with the School Code, subject to advance authorization by the Superintendent and approval by the Board. Greater than six (6) days per year can be requested by a CAA member. The Superintendent can allow additional requests for educational conference days at his/her discretion, but Board approval is still required for these additional days.

#### 10. Paid Leave

- a. *Sick Leave* The District agrees to provide twelve (12) paid sick days for each CAA member annually as per state law.
- b. *Personal Leave* Each employee shall be granted three (3) days personal leave each year with no deduction in pay. Personal days are not cumulative.
- c. Family Illness Employees shall be granted one (1) day each year with no deduction in pay for illness in the immediate family or any person with whom the employee has made his/her home. The immediate family shall be interpreted to include spouse, children or stepchildren, sister or stepsister, brother or stepbrother, grandchildren or step grandchildren, grandparents or step grandparents, parents or parents-in-law and domestic partners. Additionally, two (2) sick days can be utilized for Family Illness Leave.

#### d. Funeral Leave

- 1) Each employee shall be granted five (5) days funeral leave with no deduction in pay for death in the immediate family or any person with whom the employee has made his/her home without payroll deduction. The immediate family is interpreted to include spouse, children, sister, brother, parents, grandparents, or parents-in-law.
- 2) Each employee shall be granted the day of the funeral with no deduction in pay for the death of a near relative. Near relative shall be interpreted to include uncle, aunt, nephew, niece, first cousin, grandparents, and in-laws (son, daughter, sister, brother).
- 3) The Superintendent may grant additional time, if necessary, at his/her discretion with no deduction in pay. The time will be granted as "funeral leave", without reducing personal time, sick time, etc.

#### e. Jury Duty:

- 1) All employees of the District required to serve on Jury Duty or subpoenaed as a Witness by the Commonwealth of Pennsylvania, United States of America, or any other governmental agency or authority, or otherwise appear as a Witness on behalf of the District, shall receive their permanent salary for Jury Service, or as a Witness Fee, provided such Employees report for work when not required to be in court. In the event an employee is subpoenaed as a Witness by anyone other than those herein above mentioned, such employee shall, whenever possible, so as to prevent any loss to the District, obtain full payment of his/her budgeted salary or rate from the party causing the subpoena to be served. In the event full payment is not able to be made, the Board shall not be obligated to make payment of the budgeted salary or rate of the employee so subpoenaed, and the employee may utilize personal leave or vacation if available, and may also retain the Witness Fee. Payment by the Board shall not be required where the employee is a witness against the District or is subpoenaed by a party adverse to the District.
- 2) If a school holiday occurs while an employee is serving as a Juror or Witness, the employee shall receive any holiday allowance due from the District and may retain any fees for service as a Juror or attendance as a Witness.

#### f. Vacation:

- 1) All vacation day requests must be approved by the Superintendent.
- 2) The Board shall provide vacation days annually to all twelve (12) month CAA members as follows, based on years of administrative service within Chichester School District, and the years of service that are carried over from a previous position, as determined in section 2 below.

One (1) to five (5) years Fifteen (15) days
Six (6) to ten (10) years Twenty (20) days
Eleven (11) years or more Twenty-five (25) days

3) Years of service in the same position in another school district shall be considered when determining the number of vacation days to which the employee is entitled. The Board will be the final arbiter in deciding previous years service for all new hires within the Chichester School District or in another school district, based on recommendations from the Superintendent. 4) Each newly hired administrator shall be granted vacation according to the following schedule:

Hired between July 1/September 30 Hired between October 1/December 31 Hired between January1/March 30 Hired between April 1/June 30 100% of available days for that fiscal year 75% of available days for that fiscal year 50% of available days for that fiscal year 25% of available days for that fiscal year

5) Up to five (5) vacation days may be carried over to the following year, to be used in that subsequent year. A CAA member may also "bank" a maximum of five (5) additional vacation days per year. At any time, a CAA member may only have 5 more vacation days in their "bank" than their current annual vacation amount. For example:

CAA member with 15 annual vacation days = Maximum of 20 vacation "bank" days CAA member with 20 annual vacation days = Maximum of 25 vacation "bank" days CAA member with 25 annual vacation days = Maximum of 30 vacation "bank" days.

- 6) Pay out of banked vacation days will be based on the per diem rate at the time of accrual.
- 7) Any vacation days that are not used, carried over (up to 5), or "banked" (up to 5 per year) will be lost.
- g. Holidays All CAA members employed for twelve (12) months shall be granted fourteen (14) holidays per year: Martin Luther King Day; Presidents' Day; Good Friday and the Thursday directly preceding it; Memorial Day; Fourth of July and the day directly preceding or following it; Labor Day; Thanksgiving and the Friday directly following it; Christmas Day and the day directly preceding or following it; and New Year's Day and the day directly preceding or following it.
- h. Mandatory work on scheduled vacation or holidays Non-Certified Personnel who are required to work on scheduled vacation or holidays (i.e. because of an emergency) shall have the number of hours worked, up to a maximum of 8 hours per day, added back into their accrued vacation time to be used at a later date. All provisions as outlined in this contract for Vacation days will apply to these vacation days.

#### 11. Leaves of Absence

- a. Unpaid leaves of absence for a period to be determined on an individual basis may be granted, subject to approval by the Administration and the Board. During this period, the Administration will accomplish the individual's job responsibilities with a temporary replacement, and all medical, vision, prescription and dental benefit premiums shall be the responsibility of the individual. The District will continue to pay for life insurance and long term disability coverage.
- b. SABBATICAL LEAVE—Sabbatical leave shall be granted in compliance with the provisions of the School Code of Pennsylvania, as amended. Applications must be submitted sixty (60) days before the beginning of the first or second semesters of the school year. Members of the CAA will be covered by the following benefits while on sabbatical leave unless the Benefits Buy Back option has been exercised:

Medical Insurance Long-Term Disability Vision Insurance Wellness Program Life Insurance Dental Insurance Prescription Insurance

- c. CHILD REARING LEAVE—A CAA member who is expecting or whose spouse is expecting the birth of a child which the bargaining unit member contemplates will reside in his or her household, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing a child, shall be granted a leave of absence without pay.
  - 1) A CAA member in need of a leave of absence without pay pursuant to this Article shall submit a request for such leave, in writing, to the office of the Superintendent not later than ninety (90) days prior to the proposed effective date of such leave. The written request shall specify the expected date of birth of the child and shall specify the proposed inclusive dates of the requested leave. The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto. The request shall be accompanied by a physician's statement setting forth the expected date of birth of the child.

In the case of childbirth, the CAA member shall be entitled to utilize any and all available sick leave, personal days, income protection insurance or long-term disability (if applicable) while disabled from pregnancy or childbirth as defined by a report from a medical provider. The leave will run consecutively with any sick or personal days, any time to which the employee may be entitled under the Family and Medical Leave Act or as provided by insurance.

- 2) Written notification of the disposition of such request shall be given not later than thirty (30) days prior to the requested effective date of such leave and shall specify an approved effective date.
- 3) The maximum length of such leave for CAA members with one (1) year or less service shall be one half (½) full year. The maximum length of the leave for CAA members with service in excess of one (1) full year shall be one (1) year.
- 4) Upon termination of the child rearing leave, the CAA member shall be reinstated to the position s/he held before commencing the leave of absence, subject to the right of the employer to reassign CAA members.
- 5) Child rearing leave may be terminated at the request of the CAA member by written notification of intent to return made to the office of the Superintendent at least sixty (60) days prior to a requested termination date of such leave. CAA members on child rearing leave may return to work at the beginning of either the first or second school semester, within the specified leave period as stated in paragraph C.
- 6) Any CAA member returning from a child rearing leave shall not forfeit any seniority or any other rights accrued prior to the leave, but such rights, other than seniority, shall not continue to accrue during the leave.
- 7) No CAA member shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

#### 12. Unscheduled Closings

In the event that school is unexpectedly canceled (for instance, due to inclement weather), CAA members may be asked to report to work under certain circumstances.

#### 13. Retirement

- a. The District will pay for a one-time allocation to a Health Reimbursement Account ("HRA") for the purpose of reimbursement of health insurance premiums or long term care premium costs. To receive an allocation of \$25,000.00, a member must be employed by the Chichester School District for ten (10) consecutive years and either twenty-five (25) years in the Pennsylvania School Retirement System or superannuation. The member must retire into the Pennsylavnia School Retirement System. This benefit will be eliminated effective June 30, 2016.
- b. Any CAA member who has been employed by the Chichester School District for a minimum of ten (10) consecutive years and who then retires into the Pennsylvania School Retirement System with either twenty-five (25) years or more, or superannuation, of total service in that system will be eligible to receive a payout for unused sick days, based on the following table:

Unused Sick Days	Payout per day
0-50 days	\$50
51 – 100 days	\$100
101 – 150 days	\$150
151 – 200 days	\$200
Over 200 days	No additional payout

The maximum benefit paid for unused sick days will be \$25,000.

There will be no value for unused sick days accumulated in excess of 200 days. This payment will be an employer contribution to an eligible tax deferred savings plan according to the Internal Revenue Service rules in place at the time the payment is made.

#### 14. Salary Schedule

- a. Salary for CAA employees shall be based on the employee's job title and level as indicated in the Salary Table (Appendix A). Job level may reflect such factors as years of experience, degree of skill, and educational background. Specific criteria for each job level are spelled out in the job description for that job title.
- b. Effective July 1, 2013, all CAA employees covered by this Agreement, shall receive a wage increase equal to 1.0% for school year 2013-2014; 1.0% for school year 2014-2015; 1.0% for school year 2015-2016; 1.0% for school year 2016-2017.
- c. CAA members are eligible for an additional performance—based increase of 1.5% for performance during the 2013-2014 school year, said increase to be paid during the 2014-2015 school year; an additional performance-based increase of 1.5% for performance during the 2014-2015 school year to be paid in school year 2015-2016; an additional performance-based increase of 1.5% for performance-based increase of 1.5% performance during the 2016-2017; an additional performance-based increase of 1.5% performance during the 2016-2017 school year; said increase to be paid during the 2017-2018 school year. A minimum score of twenty-eight (28) must be received in order to be eligible for the additional 1.5% performance-based increase each year. The evaluator tool to be utilized as set forth in Appendix B. This performance-based increase becomes part of the members base salary.

For the period July 1, 2013 through June 30, 2017, the starting salaries are found in Appendix A.

#### 15. Extra Administrative Assignments

Alternative School oversight shall be compensated at \$7,000.00 per year, and Summer School oversight shall be compensated at \$4,500.00 per year during the period covered by this Agreement. Summer instructional programs and Extended School Year (ESY) administrative coverage shall be compensated at \$150 per day.

#### 16. Tax Shelters

Members of the CAA shall be allowed to participate in a tax shelter(s) provided by the District and have deductions from payroll processed by the Business Office. Members of the CAA shall indemnify and save the Board harmless from and against any and all claims, demands, suits, actions, proceedings, debts or liabilities of any kind, including without limitation any attorneys' fees, costs and/or expenses incurred by the Board, arising out of or in connection with the Board's performance under this Section of the Agreement.

#### 17. Other Provisions

It is agreed that no amendment, deletion or addition to this Agreement shall be binding upon either party unless submitted in writing and signed by both parties.

It is the expressed intent of the parties that in the event any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or rendered invalid through state or federal regulation or decree, such decision shall not invalidate any remaining provisions of this Agreement. All other provisions not declared invalid shall remain in full force and effect unless mutually altered in writing and signed by both parties. Upon the request of either party, both parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement for such invalidated provision.

The District and the CAA acknowledge that during the meet and discuss sessions resulting in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter within the area of meet and discuss as defined in Act 93, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The District and the CAA agree that for the life of this Agreement, each waives the right, and neither shall be obligated to meet and discuss or bargain collectively with respect to: 1) any subject matter referred to or covered in this Agreement; and 2) subjects or matters on which proposals were made during bargaining, but on which no agreement was reached.

Complaints shall be handled according to the guidelines set forth in District Policy #326.

## **Appendix A: Salary Table**

Position Title	2013-2014	2014-2015	2015-2016	2016-2017
	Baseline	Baseline	Baseline	Baseline
CHS Principal	\$98,049	\$99,520	\$101,013	\$102,528
Director / Pupil Services	\$98,049	\$99,520	\$101,013	\$102,528
CMS Principal	\$95,491	\$96,924	\$98,377	\$99,853
Dean of Students	\$75,000	\$75,750	\$76,508	\$77,273
Elementary Principal	\$88,670	\$90,000	\$91,350	\$92,721
Dir. of K-12 Curriculum & Instr.	\$88,670	\$90,000	\$91,350	\$92,721
CHS Assistant Principal	\$80,997	\$82,212	\$83,445	\$84,697
CMS Assistant Principal	\$80,997	\$82,212	\$83,445	\$84,697
Facilities Director	\$76,734	\$77,885	\$79,053	\$80,239
Special Education Supervisor	\$76,734	\$77,885	\$79,053	\$80,239
Director of Student Activities	\$76,734	\$77,885	\$79,053	\$80,239
Senior Network Administrator	\$76,734	\$77,885	\$79,053	\$80,239
Assistant Business Administrator	\$70,766	\$71,827	\$72,905	\$73,998
Food Services Director	\$70,766	\$71,827	\$72,905	\$73,998
Transportation Director	\$63,945	\$64,904	\$65,878	\$66,866
Custodial Supervisor	\$57,977	\$58,846	\$59,729	\$60,625
Maintenance Supervisor	\$57,977	\$58,846	\$59,729	\$60,625
Supervisor, K-12 Inst. Technology	\$76,734	\$77,885	\$79,053	\$80,239

### **Appendix B: Evaluation**



The mission of the Chichester School District is to prepare students to be productive, self-sufficient, and responsible citizens in a rapidly changing world.

Building/Department Goals	Correlation to Strategic Plan Goal	Action Plan	Timeline
Goal 1	Please indicate plan name and specific goal(s) from plan		
Goal 2	Please indicate plan name and specific goal(s) from plan		
Goal 3	Please indicate plan name and specific goal(s) from plan		
Goal 4	Please indicate plan name and specific goal(s) from plan		
Goal 5	Please indicate plan name and specific goal(s) from plan		



ADMINISTRATOR NAME:
DISTRICT GOALS:
1.
2.
BUILDING GOAL/DEPARTMENT GOAL:
1.
2.
PERSONAL/LEADERSHIP GOALS:
1.
2.
ACTIONS TAKEN TO ACHIEVE BUILDING GOALS
ACTIONS TAKEN TO ACHIEVE PERSONAL/LEADERSHIP GOALS

LEADERSHIP SKILLS	<u>:</u>		
<b>Communication Skills</b>			
□ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Cooperation			
□ 3	$\Box$ 2	□ 1	□ 0
<u>Comments:</u>			
<b>Decision Making</b>			
□ 3	$\Box$ 2	□ 1	□ 0
<u>Comments:</u>			
Organizational Skills			
□ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Personnel Relations			
□ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Ingenuity/Flexibility			
□ 3	$\Box$ 2	□ 1	□ 0
<u>Comments:</u>			
Public Relations			
□ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Inter-Personal Relatio	ns		
□ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Work Ethic			
$\Box$ 3	$\Box$ 2	□ 1	□ 0
Comments:			
Student Relations			
□ 3			□ 0
<u>Comments:</u>			
Commitment			
□ 3		□ 1	□ 0
<u>Comments:</u>			

- 3 Excellent
- 2 Proficient
- 1 Needs Improvement 0 Unsatisfactory, N/A, Not Applicable

## SUPERINTENDENT'S COMMENTS:

#### APPENDIX C

### **Affirmation of Domestic Partnership**

I,	,	submit	this	Affirmation	of	Domestic	Partnership	to
establish		as a l	Domes	tic partner (as	defii	ned below) f	for the purpose	e of
obtaining benefits.								

A domestic partner is a same or different-sex partner of an Employee Member who, together with the Employee Member, meets the following criteria:

- The Employee Member and his or her partner are engaged in an exclusive committed relationship of mutual caring and support and are and have, for the six-month period immediately preceding the date on which the Employee Member applies to have the partner qualify as a domestic partner, been jointly responsible for their common welfare and living expenses;
- Neither the Employee Member nor his or her partner is married within the meaning of the laws of the Commonwealth of Pennsylvania to or legally separated from any individual;
- The Employee Member and his or her partner are each at least 18 years old and mentally competent to enter into a contract in the Commonwealth of Pennsylvania;
- The Employee Member and his or her partner are each the sole domestic partner of each other;
- The Employee Member and his or her partner have lived in the same residence on a continuous basis for at least six months immediately prior to the date on which the Employee Member applies to have the partner qualify as a domestic partner under the Plan, and they have the intent to reside together permanently;
- The Employee Member and his or her partner are not related to each other by adoption or blood to a degree that, if they are of different sexes, prohibits or, if they were different sexes, would prohibit marriage in the Commonwealth of Pennsylvania;
- The Employee Member and his or her partner do not maintain the relationship solely for the purpose of obtaining employment-related benefits;
- Neither the Employee Member nor his or her partner has been a member of another domestic partnership during the six-month period immediately preceding the date on which the employee applies to have the partner qualify as a domestic partner under the Plan (unless the prior domestic partnership ended as a result of the death or marriage of the domestic partner); and

An Employee Member and his or her partner must meet the above listed requirements for the partner to be treated as a domestic partner, and, therefore, as an eligible Dependent, whether or not any jurisdiction

recognizes the couple as having a same-sex marriage, civil union, domestic partnership, or similar relationship.

**Dependent Children of the Domestic Partner**: Coverage for domestic partner's dependent children is also available.

I agree to complete an Affirmation of Domestic Partnership within thirty-one (31) days of any change in the circumstances attested to in this Affirmation.

If I cease to have any Domestic Partner, I must complete the "Affirmation of Termination of Domestic Partnership" form and I understand that another Affirmation of Domestic Partnership cannot be filed until twelve (12) months have passed since such cessation.

I will provide to the Plan Administrator or designated representative two (2) documents to verify the Domestic Partnership. Examples of acceptable documents include, but may not be limited to:

- Joint mortgage or title for home
- Joint lease for residence
- Both current driver's licenses or other governmental identification showing the same address
- Recent tax returns showing same address
- One bill addressed to both at the same address
- Evidence of joint asset (e.g., recent statement for a joint checking or investment account, declaration page for a joint insurance policy, common ownership of an automobile, etc.)
- Service agreement or membership in both names
- Evidence of a joint debt
- Evidence of joint coverage under a prior employer's health plan
- Designation of domestic partner as a durable power of attorney, health care proxy or executor
- Registration of partnership or marriage certificate with a state or municipality
- Birth certificate

I understand that providing false or misleading information in this Affirmation may result in any or all of the following actions by the District: a requirement that I reimburse the District for all the expenses and disciplinary action up to and including termination.

I affirm that the assertions in this Affirmation are true to the best of my knowledge.				
Signature of Employee	Date			

# **Affirmation of Termination of Domestic Partnership**

I,	, si	ubmit this Affirmation of	of Termination of
Domestic Partnership in	order to cancel the Affirmation of	Domestic Partnership p	previously filed. I declare
and acknowledge that I	wish to cancel the Affirmation for	the following reason:	
The relationship betwee	n(Name of Domestic Partner)	and me ended on _	(Data)
My domestic partner	(Name of Domestic Partner)	died on	_•
	(Name of Domestic Partner)	(Date)	
I understand that the effe	ect of filing this Affirmation of Te	rmination of Domestic I	Partnership is that my
Domestic Partner and hi	s or her children will no longer be	covered.	
	tion of this relationship is not due tner a copy of this notice within th	-	-
I affirm that the assertio	ns in this Affirmation are true to th	ne best of my knowledge	<b>2.</b>
Signature of Emp	oloyee	Da	ite

### APPENDIX D

# **Memorandum of Agreement**

"Delaware County Public Schools Healthcare Trust"

(See Attached)

# CHICHESTER ADMINISTRATORS' ASSOCIATION AGREEMENT APPROVED BY THE BOARD OF SCHOOL DIRECTORS ON AUGUST 20, 2013

CAA PRESIDENT	DATE
CAA SECRETARY	DATE
BOARD PRESIDENT	DATE
ROARD SECRETARY	DATE