

Penn Manor School District

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Penn Manor Education Association

Negotiated Agreement

July 1, 2017– June 30, 2022

www.pennmanor.net

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AGREEMENT

MADE AND CONCLUDED AS of this 3rd day of April, 2017, and extended on the 19th day of January, 2021.

BY AND BETWEEN PENN MANOR SCHOOL DISTRICT, a school district organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office at 2950 Charlestown Road, Lancaster County, Pennsylvania, (hereinafter called "DISTRICT");

AND

PENN MANOR EDUCATION ASSOCIATION, the duly certified representative of the professional employees of the District, as set forth on the Certificate issued to it by the Pennsylvania Labor Relations Board (hereinafter called "ASSOCIATION")

WITNESSETH THAT:

The District and the Association, intending to be legally bound hereby, for themselves and each of their respective successors and assigns, covenant and agree, as follows:

I. Term of Agreement

The term of this agreement shall be from July 1, 2017, until June 30, 2021, and extended until June 30, 2022. This extension includes the Memorandums of Understanding and Agreement in Appendix G.

II. Effect

This Agreement supersedes and replaces effective July 1, 2021, the prior Negotiated Agreement, which will expire June 30, 2021.

III. Recognition

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all employees included in the bargaining unit as certified and determined by an election conducted by the Pennsylvania Labor Relations Board.

IV. Definitions

- A. **Teachers or Employees** — All professional employees included in the bargaining unit. The Coordinator of Alternative Education for Disruptive Youth (CAEDY) shall be deemed to be an employee of the Bargaining Unit, but will be subject to an alternative compensation package and alternative work schedule than that applicable to other employees.
- B. **Board or Public Employer or District** — Penn Manor School District Board of School Directors.
- C. **Association** — Penn Manor Education Association.

V. Negotiation of a Successor Agreement

- A. The District and the Association agree that negotiations for a successor agreement shall commence following the receipt by the Board of a request for such negotiations from the Association, which request shall be made on or before January 10, 2022 under the terms of ACT 88 of 1992.
- B. Each party agrees to make information available to the other party upon reasonable request. Requests for information shall be made in writing and, if made by the Association, shall be addressed to the District Superintendent, signed by the President or Vice-President of the Association and a duplicate copy thereof shall be sent to the Secretary of the Board. Requests for information made by the District shall be signed by the Superintendent or the President of the Board and shall be sent to the President of the Association. Responses to the requests shall be given by the party receiving the request to the party making it within seven (7) calendar days after the request is received.

VI. Teacher Work Year

During the length of this contract, the teacher work year shall be contained within the confines of the school calendar as determined by the Board, but shall not exceed one hundred ninety (190) days, comprised of not more than one hundred eighty-two (182) days when pupils are in attendance and the remainder (not to exceed a total of one hundred ninety (190) days) shall be clerical, orientation, in-service, parent conference or record keeping days. The teacher work year for teachers employed on a ten (10) month contract shall be two hundred nine (209) days, and salaries of those teachers shall be increased ten percent (10%) from the attached schedules. Middle school counselors are employed on a 199 day work year. The salaries of those teachers shall be increased five percent (5%) from the attached schedule. The CAEDY is employed on a 195 day work year. The salary of the CAEDY shall be increased two point six percent (2.6%) from the attached schedule.

The last school day before Winter Break will be an early dismissal day for both teachers and students.

One day prior to the opening of school shall be designated as a room preparation day and 1/2 day at or near the end of each school year shall be scheduled for record keeping or clerical duties. One day of the work year shall be dedicated for Elementary Report Card/Conference Preparation Day for the elementary staff and Secondary Change-Over Day for record keeping or clerical duties for the secondary staff. One of the required in-service days will be for the purpose of completing DSSD requirements in a flexible, teacher-directed format. Teachers under formal observation will also receive in-service credit.

Back to School Night/Elementary Conference Committee – the Association and District will form a Back to School Night/Elementary Conference Committee that

will be charged with making a proposal for revisions to both Back to School Night and Elementary Conference scheduling for incorporation into the 2022-2023 school calendar. Both parties will have equal representation on the Committee.

An exception to the defined teacher work year is made for one 12-month teaching position in the Agriculture Department. The teacher assigned to the 12 month Agriculture position is assigned 20 vacation days per year during non-instructional days and is permitted the district approved holidays. The teacher serving in this position shall receive 125% of pay based on that individual's service and degree status.

VII. Teaching Hours and Teaching Duties

- A. Teaching hours and teaching duties shall be as determined by the Board, but in no event shall the length of a teacher day be more than seven (7) hours and five (5) minutes on duty, exclusive of lunch period, for secondary teachers; or more than six (6) hours and fifty-five (55) minutes on duty, exclusive of lunch period, for elementary teachers. The length of lunch periods, availability of preparation times, ability of teachers to leave the building, etc., shall be in accordance with State Law or the policy of the Board, whichever is applicable. In addition, teachers shall, on request, make reasonable appointments for conferences with students and parents and shall attend faculty meetings, unless excused from attendance by the building principal.
- B. In the event a teacher shall be requested and agrees to teach more than the teaching duties (excluding homebound instruction, tutoring, summer school, "ReSET" alternative schooling, adult education, and curriculum writing) established for teachers by the Administration or the Board, then such teacher shall receive additional compensation for each such hour of additional teaching duties based on the teacher's hourly per diem rate. For example, a teacher who normally teaches less than 100% of the teaching schedule will be paid according to this section for time worked as a district teacher substitute. (Example: \$52,196 divided by 190 days - i.e., the number of days in a year) equals \$274.72 divided by 7 hours and 5 minutes = \$38.78 per hour.)
- C. Elementary teachers shall be relieved of teaching responsibilities for a minimum of 30 consecutive minutes during those times when their classes are receiving instruction from such teaching specialists. Elementary specialists' 30 consecutive minute preparation period will also occur during the student day. Nothing precludes the District from making modifications to the length of elementary specials within this framework.
- D. The times for elementary recess in each building shall be scheduled so as to facilitate sharing of supervision duties by those teachers who so desire,

provided, however, that nothing contained herein shall be deemed to require any teacher to share supervision duties or to permit inadequate supervision of recess by teachers as determined by the Superintendent.

E. The daily teaching duties at the secondary level will include not less than one (1) period of unassigned preparation time, which period shall be the same average length as the length of the normal instructional periods as established by the Administration or the Board. Teachers having dual assignments (e.g., high school students and middle school students) shall be granted a prorated preparation period according to their actual teaching assignment (i.e., one block and three traditional teaching periods equal one traditional planning period). The daily teaching duties at the secondary level will include not less than one (1) period of unassigned preparation time per day, which period shall be the same average length as the length of the normal instructional periods as established by the Administration or the Board. Such preparation time is for the purpose of engaging in, and shall be used for, tasks related to the teacher's assigned duties unless an exception is granted upon request to the building principal. Nothing contained in this paragraph shall be deemed to permit a substantial decrease in total preparation time by reason of a major alteration in the length of instructional periods, except in the event of a change in schedule mutually agreed upon by administration and association.

F. Preparation for part-time Bargaining Unit teachers shall be as follows:

- One teaching block equals one-third of a block for preparation (30 minutes).
- Two teaching blocks equals two-thirds of block for preparation (60 minutes).
- Three teaching blocks equals one block for preparation (85-90 minutes).

Such preparation time for part-time Bargaining Unit Members is for the purpose of engaging in and shall be used for tasks related to the teacher's assigned duties unless an exception is granted upon request to the building principal. Nothing contained in this paragraph shall be deemed to permit a substantial decrease in total preparation time by reason of a major alteration in the length of instructional periods, except in the event of a change in schedule mutually agreed upon by administration and association.

G. Teachers involved in Parent Conference evening sessions and Meet the Teacher Night activities shall be dismissed two (2) hours early either on the date of the event or on the Friday immediately following the event. The decision designating the target day for the two-hour early dismissal

shall be made in cooperation between the Superintendent and the association officers.

- H. The participating music staff in the elementary and middle schools will be given approximately one hour release time on a school day agreed upon by the teacher and the school principal for “music night.” In addition, participating art staff will be given approximately one hour release time on a school day agreed upon by the teacher and the school principal for “district art show.”
- I. Elementary specialists will receive amounts of release time equivalent to amounts of release time provided to other elementary teachers.
- J. The administration may direct the social workers and the CAEDY to work hours outside of the hours described above in Paragraph A. The individuals in the positions noted herein may be required to work weekends and during the summer to meet the expectations of their position. The administration recognizes that in light of this requirement, these employees may be permitted to take time off consistent with the contract during what would normally be a regular working day for the rest of the bargaining unit. In the event these employees request time off during regular school time, they must obtain the necessary permission from their immediate supervisor.

VIII. Reimbursement of Expenses

- A. Teachers required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the prevailing, per mile rate as determined by the Internal Revenue Service. Teachers assigned to more than one (1) school per day shall be reimbursed for all driving done between schools, with one (1) school being designated as their operation base. Teachers who perform homebound teaching duties shall be reimbursed for any extra mileage required by reason of such teaching duties.
- B. Mileage reimbursement will be based upon additional required mileage. (For example, a teacher will not be reimbursed for mileage which would have been driven despite the homebound teaching duties. Assume that a teacher would drive 25 miles to and from school. If that teacher performed homebound instruction which required a total of 30 miles to school, to homebound instruction, and home, the reimbursement would be for 5 miles.)

IX. Grievance Procedure

Any grievance shall be resolved in accordance with the Grievance Procedure attached to this agreement as Appendix “A.”

X.

Professional Compensation

Effective July 1, 2018 for 2018-2019 and each contract year thereafter for the life of this Agreement, each employee shall advance one (1) step *for each cumulative year of service* within their applicable column until the employee reaches step 17 on the salary schedule, where the employee shall remain for the life of this Agreement. (For example, an employee with 4.49 cumulative years of service would be considered to have 4 years of service; and an employee with 4.50 cumulative years of service would be considered to have 5 years of service.) The salary of each teacher for the 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years is set forth in the schedules attached as Appendix “B.”

- A. Newly hired professional employees shall be placed in the proper credit column of the salary scale and at the longevity position as agreed upon at time of hiring.
- B. In order to receive a “degree plus” increment (B+24, M+15, M+30, M+45, M+60), a teacher must submit to the Superintendent, prior to June 30, a “notification of credits” on the form provided by the Administration. Course work must be completed and an official grade report pertaining to those credits which qualify that person for the increment must be submitted to the Superintendent prior to January 1. Receipt of the official transcript may occur after the January 1 cut off date. All teachers, irrespective of length of service, are eligible for “degree plus” increments. In order to receive the Master’s increment, the transcript must state that the degree was conferred by December 31.
- C. New employees who have earned a Bachelor’s degree in an area other than education and with credits beyond a Bachelor’s degree, with the exception of student teaching credits, will receive credit for post-Bachelor’s credits toward advanced placement on the salary schedule.
- D. Special Education teachers, speech and language instructors and teachers of gifted shall receive twenty-six hundred dollars (\$2,600) per year in addition to the basic salaries set forth in Appendix “B.”
- E. Considerations will be made recognizing the specialized requirements to achieve a Master’s level degree for school psychologists, professional school counselors, and speech and language specialists. These compensation guidelines are outlined in Appendix “E.”
- F. I. E. P. Preparation Compensation
 - 1. Special education teachers, excluding teachers of the gifted and speech and language teachers, who are assigned to prepare and monitor more than 30 separate student’s Individual Education Plans per school year shall be compensated one hour (at the

professional rate) for each I. E. P. above 30. By November 1 of each school year the Coordinator of Special Services shall verify to the Superintendent the I.E.P. preparing and monitoring load of each special education teacher. Teachers preparing and monitoring more than 30 I.E.P.s will be informed in writing by the Superintendent. A payment equal to ½ of the stipend for I.E.P.s above 30 will be made to the qualifying teacher before November 30. By June 1 of each school year the Coordinator of Special Services shall perform a second review of I.E.P. caseload status. Qualifying teachers from the November count and newly qualifying teachers will receive payments by June 30. A reconciliation of the November payment will be made with the second payment in June. Teachers receiving a 50% payment in November will receive a payment equal to the first payment and adjusted for additional I.E.P.s. Newly qualifying teachers will receive full payment for I.E.P. monitoring above 30. Long-term substitute teachers are eligible to receive payment for preparing and monitoring I.E.P.s in excess of 30. No teacher shall be eligible for payments separate from the November and June targets.

2. Documentation provided by teachers shall be submitted to the Coordinator of Special Education for verification prior to submission to the business office.
3. Special education speech and language teachers shall be reimbursed for I.E.P. preparing and monitoring on the same schedule as outlined in F,1 above. Compensation for speech and language teachers shall be at 50% of the hourly professional rate for separate I.E.P. preparing and monitoring above a total of 30. A 50% speech and language teacher would receive the full hourly rate for each I.E.P. monitored above 30.
4. Special Education teachers, Speech teachers and Gifted teachers will receive 2 release days to work on IEPs and other special education/gifted paperwork. For teachers with a case load of over 30 students, an additional release day will be granted. Scheduling release days requires prior approval of the Director of Special Services (or designee).

- G. To be considered for granting of a “Master’s plus” increment, a teacher must have earned credits subsequent to receipt of the Master’s degree or subsequent to receipt of a Master’s equivalent certificate from the Pennsylvania Department of Education. Although courses used to qualify for a “Master’s plus” increment must normally be at the graduate level, under special circumstances undergraduate courses may be approved by the Superintendent for consideration for the Master’s plus increment. Bargaining Unit Members who have a Master’s degree or are enrolled in a Master’s degree program as of April 4, 2011, that is leading to the receipt

of an actual Master's degree shall not be subject to the above requirement about having earned credits subsequent to the receipt of a Master's Equivalent certificate from the Pennsylvania Department of Education. Bargaining Unit Members hired on or after July 1, 2011, are not eligible for the Master's Equivalency endorsement recognition and placement on the Master's column. Bargaining Unit Members who only have a Master's Equivalency endorsement are no longer eligible for column movement. Effective July 1, 2016, all "Master's plus" column movement shall require a Master's degree.

- H. Teachers who usually work less than one-half of the regular teaching schedule shall receive modified fringe benefits (i.e., hospitalization, income protection, dental care, vision fund and life insurance) proportionate to the time worked. This will be accomplished by agreement with the teacher either by the omission of the benefit or pro rata contribution by the teacher for the full benefit. Under the high school block schedule, teachers teaching two thirds of a teacher's normal teaching schedule as established by the Board are considered to be 66-2/3% employees while teachers teaching one third of a teacher's normal teaching schedule as established by the Board are considered to be 33-1/3% employees.

Teachers who usually work 50% of the regular teaching schedule shall have the above listed fringe benefits paid for by the District for the employee only (less the applicable payroll deduction). If any of the above listed benefits are extended to include spouse and/or dependents, the costs of such benefits shall be borne by the employee based upon the expected floating rate.

- I. Personal leave and sick leave shall be prorated for any teacher hired in any school year after the 61st working day.

- J. Long-term substitute teachers (i.e. those persons employed in professional positions and whose employment at the time of hiring is expected to continue for a semester or more) shall:
1. Be paid a per diem rate equal to the applicable credit column divided by one hundred ninety (190).
 2. Be entitled to all benefits of the contract between the District and Association except that a long-term substitute teacher:
 - a. shall not be guaranteed continuity of employment except on a day-to-day basis, it being specifically understood that the employment of a long-term substitute teacher may be terminated (or employment not continued) with or without cause at any time;
 - b. if hired for a permanent position, have continuous service as a long-term substitute recognized for purposes of longevity on the salary schedule and be reimbursed according to Article XXV (Professional Development and Educational Improvement) for any reimbursable amounts expended within the prior two (2) years while such teacher was a long-term substitute within the Penn Manor School District;
 - c. have no benefits pursuant to Article XVI-B (Income Protection Insurance) and Article XXV (Professional Development and Educational Improvement); and
 - d. have prorated benefits for sick leave (as provided pursuant to the school code) and Article XX (Personal Leave Day).
- K. A teacher who has been furloughed will, if properly certified, be offered a position in preference to a long-term substitute teacher.
- L. Teachers shall be paid according to the schedule provided in Appendices “B” and “C.”
- M. In the event that the Commonwealth of Pennsylvania shall adopt (and fund without cost to the District) legislation providing for supplements to teachers’ salary, such salary supplemental funds will (so long as such supplementary funds supplied by the Commonwealth are not available for general budgetary purposes) be available for teachers and the allocation among teachers of such funds will be (unless established by legislation) negotiated with the Association.

- N. If the District is unable to maintain the prior fiscal year's level of funding due to a loss of revenue at the state and local levels as a result of changes to or elimination of the property tax system during the first two years of this Agreement, the parties agree to reopen this Agreement for the 2020-2021 year for the purpose of salaries only. The loss of revenue must exceed 3% of the prior year's level of funding.

XI. Association Business

- A. The District shall allow members of the Association to attend Association conventions and other meetings called for the Association's business which are not specifically related to curriculum, supervision or instruction; provided, however, that no more than five (5) persons shall be permitted to attend any convention or other meeting on a given day, that no individual shall be absent to attend such meetings or conventions more than six (6) days per year and that no more than a total of fifteen (15) days per year shall be used for such purposes by the Association. The President of the Association shall notify the Superintendent in writing (through the use of email) when an Association member is absent due to attendance at Association business.
- B. The elected President of the Association will be provided with a schedule that consists only of teaching and is free from all other non-teaching duties.

XII. Vacancies

- A. While it is understood that the Board retains the right to make assignments of professional employees, the Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for a transfer to a different class, building or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy of which shall be filed with the Association. The application shall set forth the reasons for transfer; the school, grade or position desired; and the applicant's academic qualifications. Such requests shall be renewed once each year prior to April 1 to assure active consideration by the School District.
- B. The Board agrees to make known to teachers (through the use of email with an electronic copy to the President of the Association) all vacancies occurring, giving equal consideration to present teachers in making appointments to these vacancies, while reserving the right to make the final decision concerning such appointments. If specifically requested, any teacher who applies in writing and within one week of the posting for a vacant position, including a head coaching/co-curricular lead position, shall be granted an interview with the appropriate administrative person; and, if such teacher is not selected for the vacant position, such teacher

shall upon request be entitled to a written statement as to the reason such teacher was not selected. It is agreed, however, that in no event shall the unintentional failure to provide such an interview be deemed to give any rights to any applicant for appointment or to void any appointment to any vacancy, nor shall the reason why such teacher was not selected for the vacant position be the subject of a grievance or subject to the grievance procedure.

- C. This section, Vacancies, shall not apply to long-term substitute positions.

XIII. Illness or Disability

- A. Each teacher shall be informed by the District, at the time of the first paycheck subsequent to the second Monday in September of each year, as to his or her total accumulated sick leave.
- B. A teacher who is absent due to injury in the course of a teacher's employment with the District shall be compensated based on provisions outlined in the District's workers' compensation plan. A teacher will be permitted to claim one sick day, until sick days are exhausted, for every three days of leave prompted by the injury.
- C. A teacher may use no more than five (5) sick days per school year to care for a member of the teacher's immediate family. (Immediate family shall be as defined by the section XXII of the negotiated agreement.)
- D. Sick Leave Bank
 - 1. A "Sick Leave Bank" was established July 1, 2005.
 - 2. Provisions governing the establishment and operation of the Sick Leave Bank have been established through a cooperative effort between the Association and the District.
 - 3. The Superintendent may ask for access to the minutes of the Sick Leave Committee. A request for minutes must be provided in writing to the President of the Penn Manor Education Association. Minutes of the Sick Bank Leave Committee must be provided to the Superintendent within 10 working days following receipt of the written request.

XIV. Health Insurance

A. Hospitalization Insurance:

The Board shall make available health care benefits equal to or better than those previously adopted and as adjusted based on the negotiated contract for the years 2017-2018, 2018-2019, 2019-2020, 2020-2021 and 2021-2022. Terms of coverage

and benefit schedules are found in the Plan Document and Summary Plan Description for the Penn Manor School District Employee Healthcare Benefit Plan.

The Board shall make available, through payroll deductions, coverage for members, members' spouses, and members' dependents as specified under The Patient Protection and Affordable Care Act.

Monthly payroll deductions for healthcare:

Calendar year basis	2018	2019	2020	2021 and 2022
Single	9% based upon 7/1/2017	9% based upon 7/1/2018	10% based upon 7/1/2019	10% based upon 7/1/2020
2 Party	Expected	Expected	Expected	Expected
Family	Floating Rate less dental deduction amount	Floating Rate less dental deduction amount	Floating Rate less dental deduction amount	Floating Rate less dental deduction amount

The annual in-network deductible under the point of service plan will be as follows:

<u>Effective Date</u>	<u>Individual</u>	<u>Family</u>	
January 1, 2018	\$500	\$1,000	Waived if Lancaster Regional/Heart Of Lancaster used
January 1, 2019	\$500	\$1,000	Waived if Lancaster Regional/Heart Of Lancaster used
January 1, 2020	\$750	\$1,500	Waived if Lancaster Regional/Heart Of Lancaster used
January 1, 2021	\$750	\$1,500	Waived if Lancaster Regional/Heart Of Lancaster used

The annual out-of-network deductible under the point of service plan will be as follows:

<u>Effective Date</u>	<u>Individual</u>	<u>Family</u>
January 1, 2018	\$1,000	\$2,000
January 1, 2019	\$1,000	\$2,000
January 1, 2020	\$1,500	\$3,000
January 1, 2021	\$1,500	\$3,000

Out-of-network co-insurance expense beyond the listed deductibles shall be paid at an 80% district/20% member rate subject to the usual and customary charge.

The maximum out-of-pocket for combined in-network and out-of-network charges, which includes deductibles, medical co-pays, pharmacy co-pays, and amounts over reasonable and customary charges will be as follows:

<u>Effective Date</u>	Maximum out-of-pocket	
	<u>Individual</u>	<u>Family</u>
January 1, 2018	\$4,000	\$8,000
January 1, 2019	\$4,000	\$8,000
January 1, 2020	\$6,350	\$12,000
January 1, 2021	\$6,350	\$12,000

The doctor's visit office co-pay under the current plan will be as follows:

<u>Effective Date</u>	<u>Primary Care Physician Visit</u>	<u>Specialist Visit</u>
	January 1, 2018	\$15
January 1, 2019	\$15	\$40
January 1, 2020	\$15	\$45
January 1, 2021	\$15	\$45

Urgent Care and Emergency Room Co-pays:

<u>Effective Date</u>	<u>Urgent Care</u>	<u>Emergency Room</u>
January 1, 2018	\$35	\$100
January 1, 2019	\$35	\$100
January 1, 2020	\$40	\$100
January 1, 2021	\$40	\$100

In the event that a member has both an Urgent Care and Emergency Room visit for the same event, the member may submit receipts for reimbursement of \$35 (2018-2019) and \$40 (2020-2021 and 2021-2022) from the District.

B. Prescription:

The Board shall make available to full time eligible members and their eligible dependents a mandatory generic four-tiered formulary prescription purchase plan. Prescription co-pay charges shall be as follows:

<u>Effective Date</u>	<u>Generic</u>	<u>Brand Name</u>	<u>Non-formulary</u>	<u>Injectables/Specialty</u>
January 1, 2018	\$10	\$30	\$50	\$50
January 1, 2019	\$10	\$30	\$50	\$50
January 1, 2020	\$10	\$35	\$60	\$100
January 1, 2021	\$10	\$35	\$60	\$100

Each 90 day mail-in prescription order requires a payment equal to twice the prescription co-pay amount.

Monthly payroll deductions for healthcare - Appendix "D"

Birth Control Prescription Coverage:

1. Birth control prescriptions shall be included in the District's Prescription coverage plan.
2. Prescription co-pays and prescription mail-order co-pays are the same for prescription birth control as for all other prescriptions.
3. Prescriptions commonly referred to as the "day after pill" or prescriptions designed to impact on existing pregnancies are excluded from this coverage.

C. Spousal Surcharge

The spousal surcharge applies when a working spouse of a Bargaining Unit Member has access to group health insurance coverage at the spouse's place of employment and chooses not to enroll in that health benefit plan. The surcharge amount shall be determined by the chart below. Notwithstanding the foregoing, the District will waive the spousal surcharge temporarily if the Bargaining Unit Member's spouse cannot enroll in the Bargaining Unit Member's spouse's health benefit plan until the next open enrollment. A Bargaining Unit Member who wants coverage for a spouse under the Bargaining Unit Member's District-sponsored health insurance plan must actively enroll the spouse each year during open enrollment. The plan will not automatically reenroll a covered spouse. Annual enrollment includes an affirmation process that requires Bargaining Unit Members to read and agree to certain statements about enrollment of a spouse. The Bargaining Unit Member must affirm that the Bargaining Unit Member intends to enroll his/her spouse and that the spouse does not have access to insurance through his/her job. As part of the affirmation, the enrollment process shall include warnings about misrepresentation and also the District shall have the authority to audit this requirement periodically and the Bargaining Unit Member is mandatorily required to participate in such audit procedures.

Effective Date	Annual Amount
January 1, 2018	\$1,200 (\$100/mo.)
January 1, 2019	\$1,200 (\$100/mo.)
January 1, 2020	\$2,400 (\$200/mo.)
January 1, 2021	\$2,400 (\$200/mo.)

D. Enrollments:

There will be a one-month period each calendar year as a true Open Enrollment Period, where plan participants may modify their existing coverage. This date will be determined by the District.

Enrollments are permitted within 30 days of a qualifying event. Late enrollments (beyond the 30 day period) are not permitted. A qualifying event is:

1. A change in family status which affects those covered (marriage, death, divorce, birth, or adoption).
2. A change in the spouse's employment status causing a loss of health or dental coverage for the plan participant or his/her dependents.
3. A change in the plan participant's employment status causing a loss of coverage.
4. A substantial change in benefits and/or premium costs takes place. This is subject to appeal through the normal grievance procedures.
5. A change in employment status that results when a permanent 50% or less teacher is assigned to a permanent full time (51% or higher) position shall also be considered a qualifying event.
6. All long-term substitute teachers will be terminated from the School District's health care plan at the end of the substitute teaching contract and will be eligible to purchase continuing health care benefits pursuant to COBRA. Thereafter, at the beginning of the subsequent school year, these former long-term substitute teachers who have accepted a permanent contract with the District will be permitted to enroll in the School District's health care plan as a new hire, pursuant to the plan's enrollment provisions.

A plan participant who fails to make an election change during the enrollment period will automatically retain his or her present coverage.

Plan participants will receive detailed information regarding the enrollment period from the Penn Manor School District.

E. Wellness Program Participation

During only the 2017-2018, 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years, the district will offer a voluntary wellness program with an opportunity for covered employees to earn a payroll contribution reduction of up to the equivalent of two months single contribution rate.

This wellness program will be developed in consultation with the Association and will be reviewed annually.

F. Hospitalization and Dental Insurance Waiver Payment:

1. As a method to create an incentive for the effective utilization by eligible teachers of the hospitalization and dental insurance plan available to them by the Board or otherwise, the Board agrees to sponsor an Internal Revenue Code, Section 125 Plan. This sponsorship is contingent upon the same being permitted pursuant to law.
2. Under the Section 125 Plan, eligible teachers shall, prior to July 1 of each year of this Agreement, have the option to elect not to be covered under any Board-sponsored hospitalization and dental plan for the period of July 1 to June 30 (the plan year). Any teacher who waives all hospitalization/dental coverage for which he/she is eligible shall be eligible to receive a cash payment in the amount of \$2,000 for the plan year. A pro rata portion of the \$2,000 payment will be applied to those teachers working less than 100% of the schedule. The pro rata distribution will be determined by the actual percent the teacher is working. For example, a teacher who works $\frac{2}{3}$ or 66 $\frac{2}{3}$ % would be eligible to receive a payment of \$1,333.33 under the terms of this section.

Any teacher who has so waived coverage and received a cash payment and (i) is permitted under the terms of the Section 125 Plan to revoke the Board's waiver for the remainder of the plan year or (ii) is no longer employed by the District until the end of the plan year for which coverage has been waived, agrees, if the payment has been paid for a period when coverage is in place or post-termination of employment, to reimburse the District for an amount equal to the number of calendar days left in the plan year on the date of the revocation or termination divided by the total days in the calendar year times \$2,000. Payment by the District for the cash payment will be made in increments of \$200 per pay on the second pay of the month starting in September and continuing until and including June.

3. Proof of other hospitalization coverage must be presented prior to the election of the hospitalization insurance waiver payment. Such proof shall be in accordance with the regulations of the Internal Revenue Service.

G. Dental:

1. Monthly payroll deductions for dental benefits shall be:

Effective Date	Single	Two-Party	Family
January 1, 2018	\$5	\$10	\$15

2. Members who have opted to participate in the District's Insurance Waiver Payment option are not eligible for dental coverage.
3. Members cannot qualify for a broader level of dental coverage compared to that member's health care coverage level. (A member who is enrolled in the health care plan at the two-party level can not participate in the dental care program at the family level.)

H. Retiree Hospitalization:

1. Eligibility. A teacher who retires is eligible for benefits under this section if all of the following conditions are satisfied:
- a. Except in the event of a teacher's sickness or disability, the date of retirement shall be at the conclusion of the school year and the teacher shall give the School District a preliminary letter of intent to retire by January 1 in the year of retirement. For those teachers who provide the District with the preliminary letter of intent by January 1, final irrevocable notice must be provided in writing to the District no later than March 1 in the year of retirement;
 - b. The teacher is 50 years of age or older as of the date of retirement (age will be determined by the birthday nearest to the date of retirement);
 - c. The teacher has been employed by the School District for at least fifteen (15) consecutive years immediately preceding the date of retirement;
 - d. The teacher as of the date of retirement accepts benefits under the Pennsylvania School Employees' Retirement System;

- e. The teacher on or before the date of his/her retirement in writing notifies the School District of his/her election to continue to receive hospitalization benefits under this Section E; and
 - f. The retired teacher pays as and when due the costs of such coverage.
2. Benefits. A retired teacher who is eligible for and who elects benefits under this section will have the option for the same hospitalization benefits which the School District from time to time makes available to teachers. These benefits will change (i.e. increase or decrease) following the teacher's retirement as and when there are changes in the hospitalization benefits which the School District makes available to teachers who are then employed by the School District. The retired teacher's spouse and dependent children may also be covered if elected by the retired teacher and covered on October 1 preceding the date of retirement. Dependent children born or adopted after October 1, preceding the date of retirement, and the spouse of a teacher who is married, after October 1, preceding the date of retirement, may also be covered if elected by the retired teacher and covered as of the date of the teacher's retirement.
3. Duration of Benefits. So long as the amount due for such benefits is paid as and when due, coverage (a) for the eligible retired teacher may be continued until the retired teacher is eligible for a government funded health care insurance program and (b) for the retired teacher's spouse and/or dependent(s) may be continued until the earlier of (i) the date on which coverage for the retired teacher terminates (e.g. the retired teacher is age eligible for a government funded health care insurance program, dies, etc.) or (ii) the date on which the spouse or any dependent is eligible for a government funded health care insurance program, or ceases to be the retired teacher's spouse or dependent (a person ceases to be a dependent based upon the requirements of the Patient Protection and Affordable Care Act.) Notwithstanding the foregoing, the spouse of a teacher who would lose coverage because the retired teacher becomes age eligible for a government funded health insurance program may continue such coverage for the lesser of a period not to exceed three years or until such spouse is age eligible for a government funded health insurance program. The COBRA eligible period shall be calculated beginning on the date of termination of coverage. A spouse or dependent whose coverage terminates under this paragraph (termination of coverage shall be deemed to occur at the time coverage terminates under the first sentence of this paragraph) shall not be entitled to coverage at a later date, except as provided under COBRA

or this paragraph, even if the spouse or dependent again qualifies as the spouse or dependent of the retired teacher.

4. Cost of Coverage. The retired teacher who wishes to purchase continued healthcare coverage for himself/herself or for himself/herself and spouse, shall annually purchase such healthcare at the expected floating rate. The floating rate is typically established in June of each year. Increases in the rate paid for the purchase of healthcare shall not exceed 10%. For the purpose of the calculation of that 10% increase cap, the base rate shall be the expected floating rate in the first year of retirement. (A teacher who retired with a rate of \$8,000 would pay no more than \$8,800 in the second year of retirement and no more than \$9,680 in the third year, etc.) If the increase in the rate is less than 10%, then the teacher would pay the full amount of the increase.
5. In the event of a change in coverage after retirement (e.g. elimination of dependent children), the change shall be effective, and the payment due by the retired teacher shall be adjusted, on the effective date of the change in coverage.
6. The retired teacher may elect to pay the entire cost of such coverage based upon the monthly premium as calculated annually by the School District's Insurance Administrator. Payments shall be made quarterly in advance. Failure to make such payments as and when due will result in termination of coverage.
7. Disability. Teachers who do not qualify under the above terms, who become disabled, and who legally qualify for and obtain disability benefits under the social security system, may continue hospitalization coverage upon payment of the expected floating rate as calculated by the School District's Insurance Consultant for a period of two (2) years or until eligible for a government funded health care program, whichever comes first.

I. Surviving Spouse Hospitalization:

In the event of the death of any teacher while employed by the District, the spouse and children (if covered at the time of the teacher's death) of such teacher may elect to continue to be covered in the Board's hospitalization insurance coverage for a period of two (2) years after the death of the teacher or the remarriage of the spouse, whichever comes first. The spouse and children of such deceased teacher shall pay the entire cost of such coverage based upon the expected floating rate for retirees as calculated by the District's Insurance Consultant. The COBRA eligible period shall begin at the end of this two year period.

J. Dental Care Benefits:

The Board shall make available to teachers a dental care plan with benefits (subject to usual and reasonable charges) summarized as follows:

Diagnostic (No Deductible) X-rays and exams every six months and full mouth x-rays every two years	100%
Preventive (No Deductible) Cleaning every six months, fluoride treatments, and sealants (to age 14)	100%
Minor Restorative Fillings, including posterior composite based fillings	80/20
Oral Surgery Extractions and pre/post care	80/20
Endodontics Pulp and root canal work	80/20
Periodontics Gums and supporting structures	80/20
Denture Repair	80/20
Major Restorative	80/20
Prosthodontics (Dentures)	80/20
General Anesthesia (includes additional) Covered when used in conjunction with covered oral surgical procedures	80/20
Gold Fillings	80/20
Injectable Antibiotics	80/20
Deductible (per person per calendar year)	\$25.00
Payment (District)	100%

Maximum coverage per person per calendar year shall be \$2,000. (Does not include orthodontics reimbursement.) The District shall provide the above benefits for the spouse and dependents of any teacher.

The District shall provide orthodontic benefits under the guidelines outlined below.

- Reimbursement is limited to procedures performed on dependents prior to their 19th birthday.
- Reimbursement is limited to 50% of the total eligible expense with life time maximum of \$2,000 per covered dependent.
- Orthodontic claims must be submitted to the dental administrator within 6 months from the date of the claim. This 6-month deadline would also apply if this benefit is terminated July 1, 2022, meaning a claim incurred on June 30, 2022, may still be submitted and considered for payment until December 30, 2022.

K. Vision Fund:

The District agrees (subject to the provisions of this section), to reimburse employees for professional eye examinations, prescription glasses, contacts, and related professional eye care.

Eligible expenses are those incurred by an employee, an employee's spouse, or his/her dependents.

The plan shall require submission of itemized invoice (receipt) and shall operate on a fiscal year (July-June). Payment will be made by the District on a monthly basis. Items submitted by the end of each month will be reimbursed by the second pay of the following month. Submitted invoices (receipts) may not be older than 6 months to be considered for payment. Payment for vision care is limited to the following for each fiscal year along with unused amount that was carried over according to the schedule below:

Year	Amount	Carry Over Maximum
2017-2018	\$300	No carry over
2018-2019	\$300	No carry over
2019-2020	\$300	No carry over
2020-2021	\$300	No carry over
2021-2022	\$300	No carry over

For a 31 day period at the end of any fiscal year, receipts can be submitted and applied to the previous year's balance.

L. Hearing Aid Fund

The District agrees (subject to the provisions of this section), to reimburse employees for prescription hearing aids.

Eligible expenses are those incurred by an employee, an employee's spouse, or his/her dependents.

The plan shall require submission of itemized invoice (receipt) and shall operate on a fiscal year (July-June). Payment will be made by the District on a monthly basis. Items submitted by the end of each month will be reimbursed by the second pay of the following month. Submitted invoices (receipts) may not be older than 6 months to be considered for payment. Payment for hearing aids is limited to the following for each fiscal year:

Year	Amount
2017-2018	\$300
2018-2019	\$300
2019-2020	\$300
2020-2021	\$300
2021-2022	\$300

For a 31 day period at the end of any fiscal year, receipts can be submitted and applied to the previous year's balance.

XV. Deduction from Salary

- A. The District agrees to deduct, from the salaries of those teachers who request such deductions in writing, dues for the Association, the PSEA and the NEA, provided that such deductions shall be made from sixteen (16) consecutive pays, which pays shall be determined by the Business Manager and the Association; and, provided that all such deductions shall be uniform. Such dues deduction shall be irrevocable.

- B. The District agrees to deduct from the salaries of those teachers who request in writing such deductions, United Way, Penn Manor Education Foundation, approved tax-sheltered annuities, funds for savings deductions, and deductions for the Pennsylvania Tuition Account Program. All such deductions shall be uniform in amount and shall continue for such period of time as to avoid unreasonable interference with the District's Business Office procedures.

- C. The Penn Manor School District offers all employees the option to utilize the Flexible Spending Account (FSA) under IRS Section 125 rules. FSA permits employees to pay for qualifying health care expenses, including insurable deductibles and contributions, or dependent daycare expenses with pre-tax dollars. Adjustments to this plan may be required due to regulations and limits related to health care and tax regulations.

XVI. Term Insurance

A. Life Insurance:

The Board agrees to provide term life insurance with accidental death and dismemberment benefits for each teacher in the amount of \$50,000.

B. Income Protection Insurance:

The Board shall provide for each teacher in the District an income protection plan with benefits payable in accordance with insurance policy provisions summarized as follows:

Sixty-six and two thirds percent (66 2/3%) of daily rate of pay per school day for each school day of continuous absence due to accident or illness, commencing with the sixth (6th) school day of each continuous absence after exhaustion of sick leave, two (2) years illness and five (5) years accident, no benefits payable while teacher is on sabbatical leave or retirement, benefits integrated with other disability plans.

XVII. Jury Duty

Teachers called for jury duty shall receive their contractual salary. The teacher serving on jury duty agrees to turn over to the District all jury pay received, excluding reimbursement of expenses.

XVIII. Co-curricular Positions

- A. Teachers will be notified in writing (electronically) of their salaries upon election to the co-curricular position.
- B. All co-curricular positions not contained in this contract are the Board's responsibility and the Board has exclusive authority regarding such positions.

Mentors:

Full year - \$1,000

One Semester - \$500

Team Leaders: \$2,000

Team leaders on the existing tiered schedule during 2013-2014 who exceed the stipend designated in this agreement will remain at their existing stipend during the length of this contract.

Wellness Coordinator:

2017-2018 - \$3,100

2018-2019 - \$3,200

2019-2021 - \$3,300

2021-2022 - \$3,300

Vocational Instructors (Chapter 339) - for additional duties required as part of the educational program that extends beyond the contractual work day and work year - \$3,590

XIX. Compensation for Hourly Employment

The District agrees to compensate teachers for summer school, homebound instruction, ReSET instruction, adult education, after school tutoring, alternative education, and curriculum workshops at the rate of

2017-2018 \$33.00 per hour

2018-2019 \$33.00 per hour

2019-2020 \$34.00 per hour

2020-2021 \$34.00 per hour

2021-2022 \$34.00 per hour

Positions not included in the above paragraph may be created and persons hired for such positions by the School Board after a meet and discuss session with the Association. If the School Board creates any position and hires an individual in that position, the salary will be based on the type of work, preparation and training required and will be negotiated with the Association.

XX. Personal Leave

Teachers shall be entitled to three (3) personal leave days per school year subject to and in accordance with the following provisions:

- A. Requests for such leave shall be submitted electronically one (1) week in advance and will be approved on a priority of date of request; however,

requests of an emergency nature will be granted upon less notice if such request would be otherwise permitted pursuant to this article.

- B. No personal leave day shall be permitted during the first five student days or last five student days of school except that personal leave day/s may be approved for situations of an emergency nature.
- C. Personal leave days shall be permitted as one-half (1/2) days.
- D. Not more than twenty (20) teachers in the entire District or ten percent (10%) of the number employed in any one (1) building (or minimum of 2 teachers, whichever is higher) shall be allowed a personal leave day on any one (1) school day.
- E. Personal leave days shall be credited to a maximum of seven (7) days i.e., if a teacher at the conclusion of a school year has 5/6/7 days accumulated the teacher shall receive either 2, 1 or 0 additional days in the subsequent school year. No more than five (5) days may be utilized consecutively.
- F. Exceptions for emergency reasons may be approved by the Superintendent. Such approval or denial shall neither be the subject of a grievance nor subject to the grievance procedure.
- G. Teachers requesting time off from work in order to participate in a bona fide religious observance mandated by their religious faith may use their personal days or request time off without pay. The Superintendent may authorize a teacher to take off with pay for such religious observances, if a suitable and reasonable plan can be developed to have the teacher make up the missed work due to the teacher's absence.

XXI. Child Rearing Leave

The Board will grant a teacher an unpaid child rearing leave of absence to care for a newly born, newly adopted, or seriously ill child upon the following terms and conditions:

- A. The teacher desiring child rearing leave shall submit a request therefore by completing forms provided by the district through the Superintendent's Office. The unpaid child rearing leave shall commence upon the date reasonably requested by the teacher but not later than the date such teacher is physically able to return to work.
- B. The unpaid child rearing leave shall end at the beginning of a semester as selected by the teacher but not to exceed two (2) full semesters after commencement of the unpaid child rearing leave. The teacher may terminate the unpaid child rearing leave effective at the beginning of any semester upon not less than sixty (60) calendar days prior written notice to the Board. These requirements for early termination of the unpaid child

rearing leave may be waived by the Board in the event of extenuating circumstances.

- C. If the child rearing leave begins on or after the date the teacher is physically disabled, the teacher will be considered (during the period of physical disability) to be absent from school because of sickness or illness.
- D. In cases of adoption, the requested leave date may be changed due to extenuating circumstances if the District is notified of such change at least ten (10) school days prior to the originally requested date.
- E. Upon termination of the unpaid child rearing leave, the teacher shall be returned to a position for which the teacher is certified. The teacher may return to work only if (1) the teacher has given the Board thirty (30) calendar days prior written notice and (2) the teacher is physically able to return to work. The Board may require the teacher's physician to certify that such teacher is physically able to return to work. The Board reserves the right to require its own physical examination.
- F. The Board, upon request, will grant an unpaid child rearing leave to a teacher to care for a newly adopted or seriously ill child. Such leave shall commence on the date reasonably requested by the teacher and shall be subject to the other provisions of this Article.
- G. A teacher who is granted an unpaid child rearing leave shall be entitled to credit for longevity increment on the salary schedule only if the leave commences after the 95th contract day.
- H. A teacher on unpaid child rearing leave may elect to continue within the District's hospitalization and dental programs and shall remit to the Business Office on a monthly basis such amounts as are necessary (expected floating rate) to cover the teacher and/or his or her dependents. Failure to meet payment periods will result in a forfeiture of such benefits.
- I. Any leaves required by law shall be part of, and not an addition to, leaves under this Article XXI.

XXII. Bereavement Leave

When a teacher is absent from duty because of a death in the immediate family, there shall be no deduction in salary for an absence of three (3) days. The Board may extend the period of absence at its discretion.

Immediate Family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, step-parent, step-brother, step-sister, step-child, grandchild, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

When a teacher is absent from duty because of the death of a **near relative**, there shall be no deduction in salary for absences on the day of the funeral. The Board may extend the period of absence at its discretion. Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

The teacher's absence report form must indicate the nature of the relationship in all bereavement type leaves.

XXIII. Retirement

A. Eligibility:

A teacher who retires is eligible for a retirement incentive payment under this article if all of the following conditions are satisfied:

1. Except in the event of a teacher's sickness, disability, or an event beyond the teacher's control (e.g., death of a spouse or partner, geographic transfer of spouse), or any other reason as agreed to by the Superintendent and President of the Association, the date of retirement shall be at the conclusion of the school year. The teacher shall give the School District written notice of retirement on or before January 1 preceding the date of retirement and shall further give an irrevocable written notice of retirement on or before March 1 preceding the date of retirement.
2. A teacher who has been employed by the District for at least fifteen (15) consecutive years immediately preceding the date of retirement including the year of retirement and part-time employees whose percentages would total fifteen (15) consecutive years immediately preceding the date of retirement including the year of retirement.
3. When a program or class is transferred as a unit from the Intermediate Unit to the Penn Manor School District, a professional employee who was assigned to the class or program immediately prior to the transfer and is classified as a teacher as defined in Section 1141(1) of the Public School Code and that teacher is suspended as a result of the transfer and is hired by the Penn Manor School District, such transferred teacher shall be credited by the Penn Manor School District for the years employed by the Intermediate Unit for the purposes of having the required years for eligibility for retirement benefits.
4. The teacher as of the date of retirement accepts benefits under the Pennsylvania Employee's Retirement System.

B. Retirement Payment Schedule:

1. A teacher shall receive \$180 per year for each year of employment with the Penn Manor School District plus \$80 per day for each unused sick and/or personal day.
2. The retirement incentive is limited to a maximum of \$35,000.
3. The payment under this article will be paid as an employer non-elective contribution to the teacher's 403(b) account at the time of retirement and no teacher shall have any right to receive the payment in the form of cash. Any payment required under this article shall be reduced by any amount that results in annual additions on behalf of the teacher to the teacher's 403(b) account exceeding the contribution limits under Section 415(c) of the Internal Revenue Code ("Code") or any other contribution limits under the Code or applicable Treasury Regulations. Any excess payment amount shall be contributed in the following year to the extent that the excess amount does not exceed the contribution limits under Section 415(c) of the Code or any other contribution limits under the Code or applicable Treasury Regulations in the following year and is otherwise permitted under the Code and applicable Treasury Regulations. Any teacher who fails to establish a 403(b) account prior to separation from service shall forfeit the benefit under this article.

XXIV. Rights of Professional Employees; Just Cause

- A. Professional employees shall have all the rights, privileges and immunities afforded them under the applicable laws and regulations of the Commonwealth of Pennsylvania as currently enacted or as hereafter amended. Furthermore, all duties, obligations or other requirements of professional employees shall likewise be required by the laws and regulations of the Commonwealth of Pennsylvania.
- B. No teacher shall be deprived of any economic benefit existing by reason of this contract without just cause.
- C. In the event the Teachers' Tenure Act shall be repealed by the legislature and no other legislation is enacted which purports to deal with teachers' tenure, then no teacher shall be disciplined or suspended or discharged or reduced in rank or compensation without just cause. In the event of such repeal, any grievance with respect to any suspension, discharge or reduction in compensation shall commence at Step Three of the Grievance Procedure.

XXV.

Professional Development and Educational Improvement

The Board agrees to pay the full costs of tuition and any reasonable expenses incidental thereto incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other educational matters which a teacher is required or requested to participate in by the administration or the Board, or which has the prior written approval of the Superintendent, other than those required by law.

For those teachers who have not yet attained a Master’s degree (including those with a Master’s Equivalency), the Board agrees to reimburse each teacher for tuition fees to a maximum of the cost of twelve (12) graduate credits per year at the average cost of the graduate tuitions at three universities (Millersville University, Penn State University and Temple University) for the term of the contract. Tuition fees shall include the amount of additional charges at Millersville University which are required to be paid by the teacher. For example, a fee per credit of \$18.00, would be equal to reimbursement of \$54.00 for a three-credit course. A teacher taking graduate level course work at an accredited provider would be eligible for reimbursement for any related fee at a rate to match the academic fee at Millersville.

For those teachers who have attained a Master’s degree, the Board agrees to reimburse each teacher for tuition fees to a maximum of the cost of nine (9) graduate credits per year at the average cost of the graduate tuitions at three universities (Millersville University, Penn State University and Temple University) for the term of the contract. Tuition fees shall include the amount of additional charges at Millersville University which are required to be paid by the teacher. For example, a fee per credit of \$18.00, would be equal to reimbursement of \$54.00 for a three-credit course. A teacher taking graduate level course work at an accredited provider would be eligible for reimbursement for any related fee at a rate to match the academic fee at Millersville.

Tuition reimbursement shall be based upon the grade received utilizing the following schedule:

<u>Grade</u>	<u>Reimbursement</u>
A	100% of credit allotment
B	100% of credit allotment
C	50% of credit allotment
D, F, WP, WF	0% of credit allotment and 0% of fees

- A. Teachers who have permanent certification will be reimbursed for graduate credits in accordance with the following provisions:
1. Such credits must be graduate credits obtained pursuant to a degree program established by an accredited, degree granting institution, and such credits shall have the prior approval of the Superintendent, which approval shall not be unreasonably withheld, or
 2. Such credits must be obtained from an accredited institution, and such credits shall have the prior approval of the Superintendent, which approval may be withheld and which approval or disapproval shall not be the subject of a grievance or subject to the grievance procedure.
 3. Such credits must be completed satisfactorily according to the standards of the institution.
 4. Credit fees for the research and writing of a doctoral dissertation are limited to a three-year period commencing with the first request for payment of such fees. At the discretion of and with the prior approval of the Superintendent, a fourth year may be permitted.
 5. Except for instances of furlough, involuntary dismissal, or an event beyond the teacher's control (e.g., geographic transfer of spouse, long-term illness or disability), or any other reason as agreed to by the Superintendent and President of the Association, the teacher must return to work in the District for at least two years after completion of such credits or the employee shall reimburse the district for the course as follows:
 - a. One hundred percent (100%) of expenses if resignation occurs within 12 calendar months of service of the completion of the course.
 - b. Fifty percent (50%) of expenses if resignation occurs between 13 and 24 calendar months of service of the completion of the course.
 - c. Repayment obligations cease after 24 calendar months of service following the completion of the course.
 6. A teacher may substitute undergraduate courses for graduate level courses when appropriate graduate level courses are not available and with the prior approval of the Superintendent according to the guidelines in this section of the Negotiated Agreement.

- B. Teachers who do not have permanent certification will be reimbursed for credits in accordance with the following provisions:
1. Such credits must be acceptable toward permanent certification and such credits shall have the prior approval of the Superintendent, which approval shall not be unreasonably withheld.
 2. Such credits must be completed satisfactorily according to the standards of the institution.
 3. The teacher's most recent rating prior to taking such credits must be satisfactory; and except for instances of furlough or involuntary dismissal, the teacher must return to work in the District and maintain a satisfactory rating for at least one semester after completion of such credits.
 4. A teacher may substitute undergraduate courses for graduate level courses when appropriate graduate level courses are not available and with the prior approval of the Superintendent according to the guidelines in this section of the Negotiated Agreement.
 5. Reimbursement for such credits shall be made promptly upon receipt of evidence showing satisfactory completion thereof.
- C. Excepting teachers who have been approved for a sabbatical for professional development or those members in a doctoral cohort, no teacher shall be permitted annual reimbursement for more than the credits defined above in Article XXV of this agreement. (A tuition year is defined as a period between September 1 and August 31. The restriction applies to courses completed during the time period. Completion date is determined by the date the course is transcribed.)
- D. Horizontal movement across the salary schedule will be limited to one column per year, with the exception of an individual who earns B+24 status and earns a Master's Degree in which case the individual shall be permitted to move from the Bachelor's Column to the Master's Column.
- E. All credits to be used for column movement (with the exception of three (3) graduate credits per year) shall have the prior approval of the Superintendent, which approval may be withheld and which approval or disapproval shall not be subject to a grievance or subject to the grievance procedure.

XXVI. No Strike, No Lockout

During the term of this agreement or any renewals or extensions hereof, the Association agrees for itself and each of its members, that it and they will not engage in any activity involving a strike, slow down, willful absence from work or any activity other than the full and proper performance of their duties, and the Board likewise agrees that it shall not engage in any lockout practices.

XXVII. Meet and Discuss, Complaint Procedure

The Association acknowledges the responsibility and duty of the Board as required by law to manage and administer the District. Though the Association fully recognizes the Board's responsibilities and exclusive authority in these matters, the Board agrees that many of these administrative and management matters are important concerns of the Association and each teacher. In order to facilitate mutual understanding in the resolution of these matters and in order to obtain the benefits which mutual discussion can produce, the Board and the Association agree to form a joint committee to meet and discuss the following matters:

1. Co-curricular salaries stipulated by the contract;
2. Hiring and interview procedures;
3. Class size;
4. Teacher-pupil ratios;
5. Professional qualifications;
6. Programs including provision of teaching specialists;
7. Teacher aides;
8. Daily schedules;
9. Elementary recess and physical education program;
10. Professional employees' responsibilities;
11. Association use of District equipment;
12. Professional qualifications and assignment of teachers;
13. Classroom utilization;
14. Special instructional materials;
15. Teacher calendar;
16. Teaching hours, teaching duties, class schedules;
17. Traveling requirements;
18. Special conditions applicable to students;
19. Vacancies and transfer;

20. Employee evaluations;
21. Teacher-administration liaison;
22. Professional services;
23. Substitute teachers;
24. Protection of teachers, students and property;
25. Discipline policy;
26. Personal and academic freedom;
27. Faculty meeting scheduling and duration;
28. Ethics;
29. Retirement recognition; and
30. Any other matter, the discussion of which shall be mutually beneficial to the parties hereto.

In addition, in the event that there shall be any complaint concerning the above matters or in the event that any teacher shall claim that the District's rules and regulations have been applied on an inequitable and discriminatory basis, then such complaint shall be processed according to the following procedure and shall not be the subject of a grievance or subject to the grievance procedure.

The teacher and the teacher's immediate supervisor and/or building principal shall meet and discuss the matter, and they shall attempt to resolve the matter informally. If the matter remains unresolved, the teacher shall meet and discuss the matter with the Superintendent. If the matter still remains unresolved, the teacher shall meet and discuss the matter with the Board. The decision of the Board, if the matter remains unresolved, shall be final and binding and shall not be the subject of a grievance or subject to the grievance procedure, but written notice of the Board's decision shall be furnished to all interested persons. And provided, further, that nothing contained herein shall preclude any teacher from bringing suit in the Lancaster County Court of Common Pleas in the event the Board's decision is in violation of the laws of the Commonwealth of Pennsylvania.

XXVIII. Compensated Professional Leave

This section is governed by Policy #338.1, Compensated Professional Leaves. A teacher who is entitled to compensated leave under the terms of the Pennsylvania School Code may, at his or her option, take a compensated leave for one (1) semester at full pay in lieu of a one (1) year compensated leave at one-half (1/2) pay; provided, however, that such leaves shall be limited to the purpose of study leading to an advanced degree or certification and that notice of intention to take such leave shall be given to the District by March 1, for leaves for the following school year, and provided that the teacher has not been previously approved for a full-pay sabbatical as defined by this article. The number of full pay leaves shall be based on the schedule provided below.

<u>Year</u>	<u>First Semester</u>	<u>Second Semester</u>
2017-2018	1	1
2018-2019	1	1
2019-2020	1	1
2020-2021	1	1
2021-2022	1	1

XXIX. Seniority

Seniority shall mean the total length of continuous employment by the District (or its predecessors or successors). District approved leaves of absence or other leaves required by law shall not constitute a break in continuity of employment; but seniority shall not accrue during such leaves except as required by law. Teachers who are employed part-time shall accrue seniority proportionately to the time worked; but teachers employed beyond the normal school work year shall not accrue additional seniority.

XXX. Furloughs

During only the 2017-2018 school year, the District agrees not to furlough any temporary professional or professional staff members.

During only the 2018-2019, 2019-2020, 2020-2021, and 2021-2022 school years, if the District should furlough, temporary professional or professional staff members will be furloughed based on seniority as defined in Article XXIX.



XXXI. Separability, Exclusivity

If any provision of this agreement or any application of this agreement to any employee or group of employees is contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law. The invalidity of any term or provision of this agreement shall not invalidate the entire agreement, but shall only affect the provision deemed invalid.


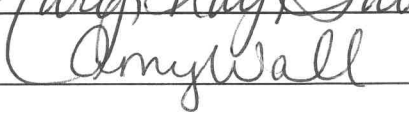
This agreement contains the entire agreement between the Board and the Association.

The Board and the Association agree that they shall meet and discuss on other matters with respect to wages, hours, and other terms and conditions of employment, but the Superintendent or the Board shall have the sole and exclusive authority to determine all matters which are not specifically set forth in this agreement.

PENN MANOR SCHOOL DISTRICT

BY: 
ATTEST: 

PENN MANOR EDUCATION ASSOCIATION

BY: 
ATTEST: 

APPENDIX A - GRIEVANCE PROCEDURES

If a grievance, as hereinafter defined, should arise between the parties, it shall be resolved in the following manner:

A. Definitions.

1. The word “grievance,” as used in this agreement, shall mean a complaint by a teacher alleging that there has been a violation, misinterpretation or misapplication of the terms of the agreement.
2. An “aggrieved person,” as used in this agreement, shall mean the teacher or teachers making a complaint.
3. The term “days,” as used in this agreement, shall mean weekdays, excluding weekends and legal holidays.
4. The term “representative,” as used in this agreement, shall mean a duly authorized member of the Association.

B. General Procedures.

1. The Association shall select and certify to the Superintendent a grievance representative in each building.
2. At all levels of the grievance procedure, the aggrieved person shall have the right to be represented by a duly certified representative of the Association and/or legal counsel and shall have the right to call witness(es) to testify on his or her behalf.
3. An aggrieved person may withdraw from the grievance procedure at any time and the Association may withdraw its representation of an aggrieved person at any time.
4. Failure at any step of the grievance procedure to communicate the decision in writing to the aggrieved person within the specified time limit shall permit the aggrieved person to proceed to the next step. Failure at any step of the grievance procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step; provided, however, that such time limit shall be extended for a period not to exceed ten (10) days upon the written request of the aggrieved person.
5. Forms for processing grievances shall be jointly prepared by the Superintendent and the Association, subject to approval by the Board.
6. Conferences and hearings under the grievance procedure shall not be conducted in public and shall be attended only by parties in interest, their designated representative and necessary witnesses.

7. Nothing contained in this agreement shall be interpreted so as to prevent a member of the bargaining unit from discussing, informally, with any member of the Administration, any matter, including an alleged violation, misinterpretation or misapplication of the terms of this agreement.

8. When the aggrieved person is not a member of the Association, the Association shall have the right to have a representative present.

9. In the event grievance conferences or hearings are scheduled during school hours, the aggrieved person, the Association representative and necessary witnesses shall be permitted to attend such conferences or hearings and no salary deduction shall be made in consequence of such attendance. In addition, aggrieved persons, Association representatives and essential witnesses shall be permitted to use unassigned periods for the purposes of processing grievances without diminution of salary.

10. In the event that the Association and the Superintendent shall agree that a grievance affects a group of teachers, then the grievance shall be commenced at level II by the filing of written grievance with the Superintendent.

11. In the event that both parties agree that no resolution is forth-coming, both parties may agree to move grievances to a level where a resolution can be readily reached.

C. Initiation and Processing.

1. Level I.

- a. The aggrieved person shall first discuss the grievance with his or her immediate supervisor with the objective of resolving the matter informally.
- b. In the event that informal discussion with the aggrieved person's immediate supervisor does not resolve the grievance, the aggrieved person shall, within five (5) days following the termination of informal discussions, or within twenty (20) days from the date on which the aggrieved person originally discovered the alleged grievance, whichever is first to occur, file a written notice of the grievance, on the form specified, with his or her immediate supervisor and with such other persons as may be specified on the grievance form.
- c. If requested by the aggrieved person or the immediate supervisor of the aggrieved person, the aggrieved person's immediate supervisor shall schedule a conference to be held within five (5) days of the receipt of the grievance notice. If a conference is held, the aggrieved person's immediate supervisor shall send his decision to the aggrieved person, in writing, within five (5) days following the conference, and shall send copies of such decision to all persons officially present at the conference. If conference is not held, the aggrieved person's immediate supervisor shall render a decision, in writing within five (5) days from receipt of the grievance notice.

2. Level II.

- a. Within five (5) days of receipt of the decision of the aggrieved person's immediate supervisor, said decision may be appealed by the aggrieved person to the Superintendent. Such appeal shall be filed in writing, on the form provided for such purpose and shall include a copy of the decision of the aggrieved person's immediate supervisor and a short statement of the grounds for regarding the decision as incorrect. Such appeal shall also state the names of all persons officially present at any conference held by the aggrieved person's immediate supervisor and copies of the appeal shall be served on all such persons.
- b. Within ten (10) days of receipt of an appeal, the Superintendent, or his delegate, shall hold a hearing. Written notice of time and place of the hearing shall be given at least five (5) days prior to the hearing to the aggrieved person and to all persons officially present at any prior conference.
- c. Within ten (10) days following the hearing on the appeal, the Superintendent, or his delegate, shall communicate, to the aggrieved person and all other parties officially present at the hearing, his or her written decision, which shall include supporting reasons therefore.

3. Level III.

- a. Within ten (10) days of receipt of the decision rendered by the Superintendent, or his or her delegate, the Association may appeal the decision to the Board. The appeal shall be filed on the form provided and shall be addressed to the President of the Board, who shall schedule a hearing on said appeal to be held by the Board or designated committee thereof within twenty (20) days from receipt of the appeal.
- b. Within ten (10) days following the hearing on the appeal, the President of the Board, or his or her delegate, shall communicate, in writing, the decision of the Board to the Association.

4. Level IV.

- a. In the event the decision of the Board is not acceptable to the Association, the grievance may be submitted for arbitration as provided in Section 903 of Act 195. Notice of a demand for arbitration shall be filed within ten (10) days after receipt of the decision of the Board and shall include a statement setting forth the issue or issues to be decided by the arbitrator.
- b. Nothing contained in the immediately preceding paragraph shall be interpreted so as to increase the scope of arbitration provided for in Section 903 of Act 195, nor shall anything contained in this grievance procedure be in any way interpreted or construed to in any way expand, modify or alter the terms of this agreement.

- c. Within ten (10) days after written notice of demand for arbitration, the Superintendent or the Association shall notify the Bureau of Mediation requesting a panel of arbitrators.
- d. One-half (1/2) of the cost of the services of the arbitrator shall be borne by the Board and the remaining one-half by the Association.

APPENDIX B - SALARY SCHEDULE

2017-2018 Initial Step Placement on the New 17-Step Salary Schedule based on Years of Service Completed as of June 30, 2017*							
*For those employees that have column movement through December 31, 2017 that would require a retroactive payroll adjustment, placement on the new column will be based on the same criteria used for the initial repositioning on the salary schedule.							
Years of Service	B	B+24	M	M+15	M+30	M+45	M+60
0	1	1	1	1	1	1	1
1	1	1	1	1	1	1	1
2	1	1	1	1	1	1	1
3	1	1	1	1	1	1	1
4	1	1	1	1	1	1	1
5	1	1	1	1	1	1	1
6	3	1	1	1	1	1	1
7	3	1	1	1	1	1	1
8		1	1	1	1	1	1
9		2	1	1	1	1	1
10		3	2	1	2	2	2
11		4	3	3	3	3	3
12		5	4	4	4	4	4
13		6	6	5	6	6	6
14		8	7	7	7	7	7
15		8	7	7	7	7	7
16		9	9	9	9	9	9
17		11	10	10	10	11	11
18		11	10	10	10	11	11
19		13	12	12	12	12	12
20		15	14	14	14	15	15
21+		17	17	17	17	17	17

2017-2018

<u>Years of Service</u>	<u>Step No.</u>	B	B+24	M	M+15	M+30	M+45	M+60
Years of Service and Step Number are different for each column.								
	1	46,585	49,605	54,302	57,687	58,796	60,608	61,931
	2	46,732	51,050	55,747	59,132	60,241	62,053	63,376
	3	46,879	52,494	57,191	60,576	61,685	63,497	64,820
	4	47,026	53,939	58,636	62,021	63,130	64,942	66,265
	5	47,173	55,384	60,081	63,466	64,575	66,387	67,710
	6	47,320	56,828	61,525	64,910	66,019	67,831	69,154
	7	47,467	58,273	62,970	66,355	67,464	69,276	70,599
	8	47,614	59,718	64,415	67,800	68,909	70,721	72,044
	9	47,761	61,162	65,859	69,244	70,353	72,165	73,488
	10	47,908	62,607	67,304	70,689	71,798	73,610	74,933
	11	48,055	64,052	68,749	72,134	73,243	75,055	76,378
	12	48,202	65,497	70,194	73,579	74,688	76,500	77,823
	13	48,349	66,941	71,638	75,023	76,132	77,944	79,267
	14	48,496	68,386	73,083	76,468	77,577	79,389	80,712
	15	48,643	69,831	74,528	77,913	79,022	80,834	82,157
	16	48,790	71,275	75,972	79,357	80,466	82,278	83,601
17	48,937	72,720	77,417	80,802	81,911	83,723	85,046	

2018-2019

Step	B	B+24	M	M+15	M+30	M+45	M+60
1	47,797	52,073	56,816	59,840	61,174	63,029	64,521
2	47,919	53,158	57,902	60,926	62,259	64,115	65,607
3	48,041	54,244	58,988	62,012	63,345	65,200	66,693
4	48,163	55,330	60,074	63,097	64,431	66,286	67,779
5	48,285	56,723	61,467	64,491	65,824	67,680	69,172
6	48,407	58,117	62,861	65,884	67,218	69,073	70,566
7	48,530	59,510	64,254	67,278	68,611	70,467	71,959
8	48,652	60,904	65,648	68,671	70,005	71,860	73,353
9	48,774	62,297	67,041	70,065	71,398	73,254	74,746
10	48,896	63,691	68,435	71,458	72,792	74,647	76,140
11	49,018	65,084	69,828	72,852	74,185	76,041	77,533
12	49,140	66,478	71,222	74,245	75,579	77,434	78,927
13	49,262	67,871	72,615	75,639	76,972	78,828	80,320
14	49,384	69,265	74,009	77,032	78,366	80,221	81,714
15	49,506	70,658	75,402	78,426	79,759	81,615	83,107
16	49,628	72,052	76,796	79,819	81,153	83,008	84,501
17	49,750	73,445	78,189	81,213	82,546	84,402	85,894

2019-2020

Step	B	B+24	M	M+15	M+30	M+45	M+60
1	49,329	55,190	59,993	62,560	64,177	66,088	67,794
2	49,420	55,822	60,625	63,193	64,810	66,720	68,426
3	49,510	56,455	61,258	63,825	65,442	67,352	69,059
4	49,601	57,087	61,890	64,457	66,074	67,984	69,691
5	49,691	58,416	63,219	65,786	67,403	69,313	71,020
6	49,782	59,744	64,548	67,115	68,732	70,642	72,348
7	49,872	61,073	65,876	68,443	70,060	71,971	73,677
8	49,963	62,402	67,205	69,772	71,389	73,300	75,006
9	50,053	63,731	68,534	71,101	72,718	74,629	76,335
10	50,144	65,060	69,863	72,430	74,047	75,957	77,664
11	50,234	66,389	71,192	73,759	75,376	77,286	78,993
12	50,325	67,717	72,521	75,088	76,705	78,615	80,321
13	50,415	69,046	73,849	76,416	78,033	79,944	81,650
14	50,506	70,375	75,178	77,745	79,362	81,273	82,979
15	50,596	71,704	76,507	79,074	80,691	82,602	84,308
16	50,687	73,033	77,836	80,403	82,020	83,930	85,637
17	50,777	74,362	79,165	81,732	83,349	85,259	86,966

2020-2021

Step	B	B+24	M	M+15	M+30	M+45	M+60
1	51,296	59,192	64,071	66,052	68,033	70,014	71,995
2	51,346	59,242	64,121	66,102	68,083	70,064	72,045
3	51,396	59,292	64,171	66,152	68,133	70,114	72,095
4	51,446	59,342	64,221	66,202	68,183	70,164	72,145
5	51,496	60,588	65,467	67,448	69,429	71,410	73,391
6	51,546	61,834	66,713	68,694	70,675	72,656	74,637
7	51,596	63,080	67,959	69,940	71,921	73,902	75,883
8	51,646	64,326	69,205	71,186	73,167	75,148	77,129
9	51,696	65,571	70,450	72,431	74,412	76,393	78,374
10	51,746	66,817	71,696	73,677	75,658	77,639	79,620
11	51,796	68,063	72,942	74,923	76,904	78,885	80,866
12	51,846	69,309	74,188	76,169	78,150	80,131	82,112
13	51,896	70,555	75,434	77,415	79,396	81,377	83,358
14	51,946	71,801	76,680	78,661	80,642	82,623	84,604
15	51,996	73,046	77,925	79,906	81,887	83,868	85,849
16	52,046	74,292	79,171	81,152	83,133	85,114	87,095
17	52,096	75,538	80,417	82,398	84,379	86,360	88,341

2021-2022

Years of		BS		BS+24		M		M+15		M+30		M+45		M+60
Service	Step	3	Step	4	Step	5	Step	6	Step	7	Step	8	Step	9
0	1	52,196	1	60,092	1	64,971	1	66,952	1	68,933	1	70,914	1	72,895
1	2	52,246	2	60,142	2	65,021	2	67,002	2	68,983	2	70,964	2	72,945
2	3	52,296	3	60,192	3	65,071	3	67,052	3	69,033	3	71,014	3	72,995
3	4	52,346	4	60,242	4	65,121	4	67,102	4	69,083	4	71,064	4	73,045
4	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
5	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
6	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
7	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
8	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
9	5	52,396	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
10	7	52,496	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
11	7	52,496	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
12	7	52,496	5	61,488	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
13			6	62,734	5	66,367	5	68,348	5	70,329	5	72,310	5	74,291
14			7	63,980	6	67,613	5	68,348	6	71,575	6	73,556	6	75,537
15			8	65,226	7	68,859	7	70,840	7	72,821	7	74,802	7	76,783
16			9	66,471	8	70,105	8	72,086	8	74,067	8	76,048	8	78,029
17			10	67,717	10	72,596	9	73,331	10	76,558	10	78,539	10	80,520
18			12	70,209	11	73,842	11	75,823	11	77,804	11	79,785	11	81,766
19			12	70,209	11	73,842	11	75,823	11	77,804	11	79,785	11	81,766
20			13	71,455	13	76,334	13	78,315	13	80,296	13	82,277	13	84,258
21			15	73,946	14	77,580	14	79,561	14	81,542	15	84,768	15	86,749
22			15	73,946	14	77,580	14	79,561	14	81,542	15	84,768	15	86,749
23			17	76,438	16	80,071	16	82,052	16	84,033	16	86,014	16	87,995
24			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
25			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
26			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
27			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
28			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
29			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241
30+			17	76,438	17	81,317	17	83,298	17	85,279	17	87,260	17	89,241

APPENDIX C - PAY DATES

Pay Date	Number	Day of Week
08/30/2017	1	Wednesday
09/13/2017	2	Wednesday
09/27/2017	3	Wednesday
10/11/2017	4	Wednesday
10/25/2017	5	Wednesday
11/08/2017	6	Wednesday
11/22/2017	7	Wednesday
12/06/2017	8	Wednesday
12/20/2017	9	Wednesday
01/03/2018	10	Wednesday
01/17/2018	11	Wednesday
01/31/2018	12	Wednesday
02/14/2018	13	Wednesday
02/28/2018	14	Wednesday
03/14/2018	15	Wednesday
03/28/2018	16	Wednesday
04/11/2018	17	Wednesday
04/25/2018	18	Wednesday
05/09/2018	19	Wednesday
05/23/2018	20	Wednesday
06/06/2018	21	Wednesday
06/20/2018	22	Wednesday
07/04/2018	23	Wednesday
07/18/2018	24	Wednesday
08/01/2018	25	Wednesday
08/15/2018	26	Wednesday

Pay Date	Number	Day of Week
08/29/2018	1	Wednesday
09/12/2018	2	Wednesday
09/26/2018	3	Wednesday
10/10/2018	4	Wednesday
10/24/2018	5	Wednesday
11/07/2018	6	Wednesday
11/21/2018	7	Wednesday
12/05/2018	8	Wednesday
12/19/2018	9	Wednesday
01/02/2019	10	Wednesday
01/16/2019	11	Wednesday
01/30/2019	12	Wednesday
02/13/2019	13	Wednesday
02/27/2019	14	Wednesday
03/13/2019	15	Wednesday
03/27/2019	16	Wednesday
04/10/2019	17	Wednesday
04/24/2019	18	Wednesday
05/08/2019	19	Wednesday
05/22/2019	20	Wednesday
06/05/2019	21	Wednesday
06/19/2019	22	Wednesday
07/03/2019	23	Wednesday
07/17/2019	24	Wednesday
07/31/2019	25	Wednesday
08/14/2019	26	Wednesday

Pay Date	Number	Day of Week
08/28/2019	1	Wednesday
09/11/2019	2	Wednesday
09/25/2019	3	Wednesday
10/09/2019	4	Wednesday
10/23/2019	5	Wednesday
11/06/2019	6	Wednesday
11/20/2019	7	Wednesday
12/04/2019	8	Wednesday
12/18/2019	9	Wednesday
01/01/2020	10	Wednesday
01/15/2020	11	Wednesday
01/29/2020	12	Wednesday
02/12/2020	13	Wednesday
02/26/2020	14	Wednesday
03/11/2020	15	Wednesday
03/25/2020	16	Wednesday
04/08/2020	17	Wednesday
04/22/2020	18	Wednesday
05/06/2020	19	Wednesday
05/20/2020	20	Wednesday
06/03/2020	21	Wednesday
06/17/2020	22	Wednesday
07/01/2020	23	Wednesday
07/15/2020	24	Wednesday
07/29/2020	25	Wednesday
08/12/2020	26	Wednesday

Pay Date	Number	Day of Week
08/26/2020	1	Wednesday
09/09/2020	2	Wednesday
09/23/2020	3	Wednesday
10/07/2020	4	Wednesday
10/21/2020	5	Wednesday
11/04/2020	6	Wednesday
11/18/2020	7	Wednesday
12/02/2020	8	Wednesday
12/16/2020	9	Wednesday
12/30/2020	10	Wednesday
01/13/2021	11	Wednesday
01/27/2021	12	Wednesday
02/10/2021	13	Wednesday
02/24/2021	14	Wednesday
03/10/2021	15	Wednesday
03/24/2021	16	Wednesday
04/07/2021	17	Wednesday
04/21/2021	18	Wednesday
05/05/2021	19	Wednesday
05/19/2021	20	Wednesday
06/02/2021	21	Wednesday
06/16/2021	22	Wednesday
06/30/2021	23	Wednesday
07/14/2021	24	Wednesday
07/28/2021	25	Wednesday
08/11/2021	26	Wednesday

Pay Date	Number	Day of Week
8/25/2021	1	Wednesday
9/8/2021	2	Wednesday
9/22/2021	3	Wednesday
10/6/2021	4	Wednesday
10/20/2021	5	Wednesday
11/3/2021	6	Wednesday
11/17/2021	7	Wednesday
12/1/2021	8	Wednesday
12/15/2021	9	Wednesday
12/29/2021	10	Wednesday
1/12/2022	11	Wednesday
1/26/2022	12	Wednesday
2/9/2022	13	Wednesday
2/23/2022	14	Wednesday
3/9/2022	15	Wednesday
3/23/2022	16	Wednesday
4/6/2022	17	Wednesday
4/20/2022	18	Wednesday
5/4/2022	19	Wednesday
5/18/2022	20	Wednesday
6/1/2022	21	Wednesday
6/15/2022	22	Wednesday
7/1/2022	23	Friday
7/18/2022	24	Monday
8/3/2022	25	Wednesday
8/17/2022	26	Wednesday

APPENDIX D - DEDUCTIONS

Monthly payroll deductions for healthcare:

Calendar year basis	2018	2019	2020	2021 and 2022
Single	9% based upon 7/1/2017 Expected Floating Rate less dental deduction amount	9% based upon 7/1/2018 Expected Floating Rate less dental deduction amount	10% based upon 7/1/2019 Expected Floating Rate less dental deduction amount	10% based upon 7/1/2020 Expected Floating Rate less dental deduction amount
2 Party				
Family				

Monthly payroll deductions for dental:

Calendar year basis	2018	2019	2020	2021 and 2022
Single	\$5	\$5	\$5	\$5
2 Party	\$10	\$10	\$10	\$10
Family	\$15	\$15	\$15	\$15

APPENDIX E - SPECIAL MASTERS

The following guidelines reflect special considerations given to school psychologists, professional school counselors, and speech and language specialists in acknowledgement of specified requirements for a Master's degree in these areas and supplement the existing Master's level designation from the Penn Manor School District salary schedule.

1. A Master's degree shall be designated as 36 graduate credits within the specialized field of study.

2. For specific programs (school psychology, professional school counselors, and speech and language clinician) that require additional credits prior to conferring a Master's degree, placement on the salary schedule shall reflect the required study above the university-approved Master's program.

SAMPLES

Sample teacher	Master's Requirement	Placement
Teacher A	Master's conferred at 36 credits from the degree-granting institution	Master's
Teacher B	Master's conferred at 40 credits from the degree-granting institution	Master's
Teacher C	Master's conferred at 55 credits from the degree-granting institution	Master's + 15
Teacher D	Master's conferred at 66 credits from the degree-granting institution	Master's + 30

APPENDIX F - GENERIC DRUG INCENTIVE

The Association and the District agree that the Third Party Administrator (TPA) may waive certain prescription drug (RX) Copays for bargaining unit members enrolled in the POS/PPO plan who switch from certain brand (or generic) drugs to other brand (or generic) drugs (including, without limitation, both pharmacy-dispensed and over-the-counter drugs), during certain periods of time (a “Copay Waiver”). The terms, existence, commencement, extension and/or termination of the Copay Waiver program, a list of approved drugs available for the Copay Waiver and the period of such availability (if any) will be determined by the TPA from time to time. The District and/or the TPA shall notify eligible plan participants in writing of the availability of such Copay Waiver(s).

The District and the Association understand and agree that the Copay Waiver(s) will have no effect on the ability (or lack thereof) of a bargaining unit member to switch from one drug (e.g., the “new” drug) back to another drug (e.g., the “original” drug) without prejudice and/or prior authorization. The District and the Association understand and agree that neither the Copay Waiver program nor this agreement create any right or guarantee of any benefit or service or the continuation of any benefit or service.

The Association and the District understand and agree that eligible participants may decide voluntarily whether to participate in the Copay Waiver program.

The Association and the District understand and agree that this agreement shall not be cited as precedent or used as evidence by either party in any context at any time, including but not limited to in the context of grievance arbitrations or unfair practice proceedings; provided, either party may cite this agreement in any grievance proceeding in which the sole issue is whether a party complied with the terms of this agreement.

The District and Association agree that this agreement does not, in any way, modify or amend Section XIV or any other article, term or provision of the CBA.

**APPENDIX G – MEMORANDA OF UNDERSTANDING/AGREEMENT
MEMORANDUM OF UNDERSTANDING**

**PENN MANOR SCHOOL DISTRICT AND
PENN MANOR EDUCATION ASSOCIATION**

This Memorandum of Understanding is entered into this 10th day of November 2017.

WHEREAS, the Penn Manor School District (herein “District”) and the Penn Manor Education Association (herein “Association”) have entered into a Negotiated Collective Bargaining Agreement covering the time period of July 1, 2017 to June 30, 2021 (herein “Collective Bargaining Agreement”);

WHEREAS, District and Association disaggregated the dental benefit provision from the overall health benefit program;

WHEREAS, Article XIV G.3. page 18 of the Collective Bargaining Agreement provides:

“3. Members cannot qualify for a broader level of dental coverage compared to that members health coverage level. (A member who is enrolled in the healthcare plan at the 2-party level cannot participate in the dental car program at the family level)”;

WHEREAS, it is the intent of the parties that effective January 1, 2018, the District and Association will not honor or enforce XIV G.3, page 18 of the Collective Bargaining Agreement.

NOW THEREFORE, District and Association agree as follows:

- 1. Effective January 1, 2018, neither the District nor the Association shall enforce the provisions found in Article XIV.G.3, page 18 of the Collective Bargaining Agreement.**
- 2. In all other respects, the terms and provisions of the Collective Bargaining Agreement shall remain in full force and effect.**

IN WITNESS WHEREOF, the parties hereto evidence their Agreement below.

PENN MANOR SCHOOL DISTRICT

By: Mary Kay Fair

Attest: Cynthia

PENN MANOR EDUCATION ASSOCIATION

By: Mary Kay Fair 11/14/17

Attest: Amy Wall

MEMORANDUM OF UNDERSTANDING

PENN MANOR SCHOOL DISTRICT AND PENN MANOR EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into this __17th__ day of _November_ 2017. This Matter of Understanding is between the Penn Manor School District (“District”) and the Penn Manor Education Association (“Association”), the Labor Union representing the professional employees of the District pursuant to Act 88 of 1992.

WHEREAS, District and Association are parties to a Negotiated Collective Bargaining Agreement dated July 1, 2017 to June 30, 2021. A true and correct copy of the Collective Bargaining Agreement is attached hereto and marked Exhibit “A.” (Herein “Collective Bargaining Agreement”.)

WHEREAS, Article XIV G.3. of the Collective Bargaining Agreement provides:

“Teachers involved in parent-conference evening sessions and Meet-the-Teacher Night activities shall be dismissed two (2) hours early either on the date of the event or on the Friday immediately following the event. The decision designating the target day for the two (2) hour early dismissal shall be made in cooperation between the superintendent and the Association officers.” (Herein “Parent-Conference Language”);

WHEREAS, Parent and teacher conferences are a crucial component of making connections between home and school and the District values the efforts of Bargaining Unit Members in informing parents of their child’s academic abilities;

WHEREAS, District acknowledges that meeting with every parent requires time beyond the contracted workday;

WHEREAS, It is the intention of the District and the Association to develop language that will be in effect retroactive to Monday, November 6, 2017 and will sunset on June 29, 2021 (Herein “Time Period”);

ACTIVE\51884059.v1-11/11/17

WHEREAS, The District and Association, without modifying the Collective Bargaining Agreement, is looking for a temporary Memorandum of Understanding to address provisions governing parent and teacher conferences and address compensating bargaining unit members for the time involved in this very important process

NOW THEREFORE, District and Association agree as follows:


1. Notwithstanding the provisions in Article VII.G. of the Collective Bargaining Agreement, (Parent-Conference Language), over the time period set for above sunset June 29, 2021, District and Association agree as follows:

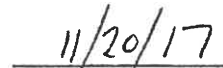
- a. Bargaining Unit members who conduct conferences shall be permitted to leave after the buses depart the building on Friday.
- b. In the event a parent and teacher conference is conducted outside of the contractual workday by more than two (2) hours, Bargaining Unit Members may leave early on the other parent and teacher conference day for the amount of time by which the Bargaining Unit Members' conference hours exceeded the conference day beginning after students depart so long as the conferences are completed and the Bargaining Unit Members informed their principal of the Bargaining Unit Members' intentions and the Building Principal approves such action. It is understood that the Building Principal will not unreasonably withhold approval under these circumstances.
- c. Bargaining Unit Members who are specialists who do not conduct parent and teacher conferences may work regular hours during the three (3) days of conferences or stay one evening until 5:45 pm and leave at the conclusion of the bus routes on Friday.

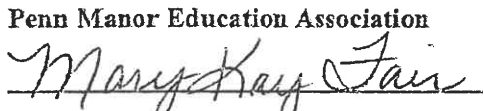
2. In all other respects, the Collective Bargaining Agreement shall remain in full force and effect.

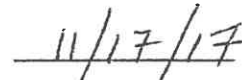
3. It is understood that this methodology will sunset on June 29, 2021 and it is understood that thereafter this methodology will only be utilized in the event that the parties agree to this process in writing and incorporate the same into a successor Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto evidence their Agreement below.

Penn Manor School District

Authorized Representative


Date

Penn Manor Education Association

Authorized Representative


Date

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on April 8, 2019, to memorialize the understanding between the Penn Manor School District (PMSD) and the Penn Manor Education Association (PMEA) regarding the compensation due to an employee for a work-related injury or illness.

The Parties agree as follows:

1. An employee that sustains a work-related injury and/or illness may be entitled to recovery of wage loss benefits and causally related medical expenses under the terms and provisions of the Pennsylvania Workers' Compensation Act (Act).
2. For the first seven (7) days post injury the employee may utilize accrued sick time to compensate wage loss due to absence related to the alleged injury/illness. On day eight (8) post compensable injury, the employee becomes eligible to receive wage loss benefits, payable by the employer and their Workers' Compensation Insurance provider or Third Party Administrator, on a per diem basis through day fourteen (14) post injury/illness. If and/or when the employee sustains an absence due to work related injury/illness that extends beyond fifteen (15) days, they will have their sick day reinstated and deducted from their future pays. (For which they were reimbursed of sick days utilized for days one (1) through (7) of the absence.)
3. In addition, they become eligible to receive wage loss benefits, payable by the employer and their Workers' Compensation Insurance provider or Third Party Administer, for any additional days following day fifteen (15) into the indefinite future or until liability for wage loss is modified, suspended or terminated under the provisions of the Pennsylvania Workers' Compensation Act.
4. Eligibility for reimbursement of sick days is predicated on the following criteria as is consistent with the terms of the Act: Employee must have sustained a compensable work-related injury and/or illness; the absence and corresponding wage loss must be causally related to the work injury/illness; and the work injury/illness must be properly reported to the employer with twenty (20) days of the date of injury or onset of illness.
5. If the employee fails to report the injury/illness within twenty days of injury or onset of illness then eligibility, for wage loss benefits, begins on the date of report up to one hundred and twenty days (120) of onset date. In this instance, any sick time utilized in lieu of wages may not be reimbursed. Failure to report within one hundred and twenty (120) days may compromise eligibility to recover benefits, under the Act, regardless of compensability.
6. An employee that sustains a work-related injury or illness and reasonably believes they will be absent for more than fourteen (14) days may forego utilization of accrued sick time, at their discretion, for the first seven (7) days post onset of injury/illness and await compensation through the Workers' Compensation process as noted above.
7. An employee who sustains a work injury are to treat with a panel provider for the first 90 days of treatment or care. If the injury or illness is of a nature such that the appropriate specialty is not represented on the panel, a panel provider may make a referral to a specialist within that discipline for evaluation and treatment. In the unlikely event that a work-related injury or illness is sustained at a time when no panel provider is accessible, the employee may seek initial evaluation and treatment with an accredited non-panel medical provider. In this unlikely event, the employee should return for evaluation and care of a panel provider as soon as practicable. Failure by an employee to treat with a panel provider for the first 90 days post work-related injury or illness may compromise compensability of causally related medical bills.

8. The Parties agree that, except as otherwise expressly set forth herein, this MOU does not in any way impact, alter, amend, or otherwise modify the Parties' Collective Bargaining Agreement or either party's interpretation or application of current collective bargaining language.
9. The Parties agree to review this MOU by April 8, 2019 in order to potentially renew it or another two-year term.

The parties hereby indicate their agreement to the above terms by affixing their signatures below.

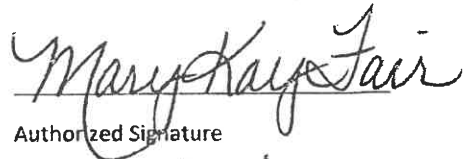
Penn Manor School District



Authorized Signature

Date 4-8-2019

Penn Manor Education Association



Authorized Signature

Date 4/8/2019

Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into on August 5, 2019, to memorialize the understanding between the Penn Manor School District (PMSD) and the Penn Manor Education Association (PMEA) regarding the coverage of classes and other duties by bargaining unit members.

The Parties agree as follows:

1. Notwithstanding the provisions of Article VII.A. of the Collective Bargaining Agreement entitled "Teaching Hours and Teaching Duties," the Parties agree to the following provision that will remain in full force and effect until June 29, 2021:

In the event a teacher is asked to cover duties of another teacher during his/her regularly scheduled preparation period, such teacher shall be entitled to compensation at the rate of \$34.00 per hour, which is equal to the curriculum rate.

2. Building principals will endeavor to solicit volunteers from a volunteer list for the purposes of providing coverage. This list shall be executed alphabetically with the intent that opportunities will be given to all volunteers. The principal and/or building office personnel will keep track of where they are on the list each day so as to move to the next letter on the next day coverage is needed until the end of the list is reached, upon which they will return to the beginning of the alphabet to ask for volunteers. It is understood, however, that the Administration will have the right to establish methodologies of how to reasonably contact faculty members who may volunteer and in the event they do not respond within a defined period of time, they could go to the next individual/letter on the volunteer list. Volunteers still have the option to turn down the request, unless the District cannot find a volunteer who is qualified or reasonably available to cover the class. As a general principle, the volunteer list shall be exhausted before asking other Bargaining Unit Members. Bargaining Unit Members who have a preparation period during the needed period shall be asked prior to pulling AST, CSS, ELL, Gifted, Music, etc. teachers from their regularly-scheduled instructional periods.
3. Bargaining Unit Members in Penn Manor High School will maintain the ability to be allowed to cover one-third, one-half, or a full period, depending on their preference. This agreement would apply to coverage for Coordinator Meetings, as well.
4. Bargaining Unit Members in the elementary schools who have had students added to their classrooms from splitting a class due to the lack of a substitute shall be compensated in kind for the number of hours the additional students are in their classrooms.
5. A schedule will be maintained by the District that identifies each employee's assigned preparation time. If an employee covers a class during his/her scheduled preparation time, the employee shall submit a time sheet to the Business Office. A record of coverage periods shall be kept for each employee, and payment shall be included in the paycheck following such coverage, unless the coverage occurs on the date after information is remitted for the regular payroll payment.
6. The Parties agree that, except as otherwise expressly set forth herein, this MOU does not in any way impact, alter, amend, or otherwise modify the Parties' Collective Bargaining Agreement or either party's interpretation or application of current collective bargaining language.

The parties hereby indicate their agreement to the above terms by affixing their signatures below.

Penn Manor School District

Penn Manor Education Association

By: 
Authorized Representative

By: 
Authorized Representative

Date: 8-5-2019

Date: 8-5-2019

Memorandum of Agreement
Relating to Open Campus PA and Online Course Programs

This Memorandum of Agreement is entered into October 25, 2019, by and between Penn Manor School District, and Hempfield School District (“The Districts”) and the Penn Manor Education Association and Hempfield Education Association, (“The Associations”) regarding the Open Campus PA (OCPA) self-developed (proprietary) online education program comprised of self-developed (proprietary) and vendor-originated online courses for blended, hybrid, and fully online programs.

The OCPA online program consists of self-developed (proprietary) online courses, delivered via the Moodle LMS and vendor-provided online courses and course content, which is purchased by the Districts (from Edgenuity) in the form of a site license and accessed on the vendor’s LMS. The OCPA program utilizes both proprietary and vendor-provided courses and course content to offer a broad spectrum of blended, hybrid, and fully online education options for students.

Vendor-provided course content is available for use by Districts and all District educators to supplement face-to-face courses (hybrid learning). The Open Campus PA program also offers fully online courses derived either from the vendor site license or from its own catalog of self-developed courses for its blended and fully online programs.

The goal of the partner Districts and Associations is to provide quality online education opportunities to students (full-time cyber, blended programming, hybrid learning, credit recovery, credit advancement) through the use of both OCPA proprietary courses and vendor-originated online courses and course content. In an effort to further enhance student learning, academic support, and continuity, online course facilitation will be provided by appropriately certificated teachers employed by the partner districts and formally trained in online course facilitation.

The parties have agreed that it is necessary to purchase and offer online courses to students who are full-day cyber students or students enrolled in a blended program through self-developed or vendor proprietary, (e.g. Edgenuity, Inc.) courses. Vendor-originated products will be available for use by Districts and teachers for blended/hybrid courses, as well as to supplement brick and mortar courses (hybrid learning). The Open Campus PA program also offers fully online courses derived either from the vendor site license or from its own catalog of self-developed courses for its blended and fully online programs; and

NOW, THEREFORE, intending to be legally bound, the School Districts and Associations (the Parties) hereby agree as follows:

1. Term.

This Agreement shall become effective July 1, 2019, and end June 30, 2021. In order for this Agreement to be extended beyond June 30, 2021, the parties must agree in writing to an extension.

2. **Definitions**

Parties – Group consisting of the Districts, the Associations, and the Open Campus PA Director;

OCPA (Open Campus PA) - a partnership between Hempfield School District and Penn Manor School district formed and operating to develop and manage online courses and online course resources to provide online course options to students in both Districts, utilizing District teachers to the extent possible, to at times develop and to instruct those courses.

Steering Committee – Designated group of representatives from each District and Association, led by the Open Campus PA Director, that makes decisions concerning the priorities, strategic plan, and order of business of the Open Campus PA program;

Learning Management System (LMS) – A software application for the administration, documentation, tracking, reporting, and delivery of online educational courses;

Moodle – A free, open-source learning management system utilized by the Districts to develop and deliver self-developed online courses;

Self-developed / Proprietary Courses – Online courses developed by instructors employed by the Districts and maintained by the Districts, also known as Open Campus PA (OCPA) courses;

Vendor-provided Courses – Online courses provided by an outside entity and paid for by the Districts;

Site License – An agreement wherein an online course vendor shares unlimited access to its online course catalog by the Districts, with the Districts providing instructors in-house to facilitate those courses for their blended, hybrid, and fully online programs;

Edgenuity – The course vendor with which the Districts have currently engaged in a 3-year site license contract (July 1, 2019-July 1, 2022);

Blended Program – Students are enrolled in one or more proprietary and/or vendor-provided online classes while continuing to attend brick and mortar classes;

Hybrid Program – Brick and mortar classes that are supplemented with some online course material;

Fully Online Program – Students take all scheduled courses online, and do not attend the physical school building except to attend extracurricular activities or to receive tutoring for course work.

HAVEN (Hempfield Allied Virtual Education Network) – Hempfield School District’s fully online education program.

PMVS (Penn Manor Virtual Schools) – Penn Manor School District’s fully online education program.

3. *Assignment of Professional Employees to Facilitate Online Courses.*

(a) Self-developed/Proprietary Courses and Vendor-provided Courses

- (1) The Districts and the Associations agree that no bargaining unit members will be demoted, furloughed or non-renewed as the direct result of the offering of online courses. This Agreement does not in any way limit the Districts’ ability to demote, furlough or non-renew for other reasons as defined by state law. Further, the District will not reduce staff as a result of online course offerings. Online courses shall not be used to provide replacement instruction during a legal strike or lockout.
- (2) The Districts will establish, maintain, and continue to update a pool of certificated bargaining unit members who have received training in the corresponding learning management system (LMS) and in online course facilitation best practices, and who have expressed interest in facilitating online courses.
- (3) For the PMVS program, online facilitation/instruction opportunities offered outside of a teacher’s regular work schedule, the Districts will post those opportunities as soon as they become available. With the understanding that online program enrollment is provided to students on a flexible basis throughout the year, and that time is often critical, teachers interested in facilitating online courses are expected to continually monitor postings for current opportunities.
- (4) Facilitators/Instructors in the partner District from which the course originated will have the right of first refusal before it is assigned to a facilitator in the other partner District. If a posting remains unfilled after 48 hours of the offer, a vendor-employed facilitator may be utilized to facilitate the course.
- (5) If it becomes necessary, a rotation list will be developed and administered by the Superintendent or his/her designee, as identified by the Superintendent at each of the participating Districts. A rubric will be developed by the Parties for placement of members on the rotation list, giving consideration to seniority, experience, and education. The rotation list will be revisited by the Parties annually for the purposes of updating it based on new hires, retirements, or other reasons for modification.

- (6) In the event a District intends to hire a professional employee for the sole purpose of facilitating online Open Campus courses, the Parties will meet to negotiate the terms and conditions of such employment, as applicable.
- (7) In the event that a member is assigned full-time responsibility for online instruction during the term of this Agreement, the parties will meet prior to such assignment to negotiate class sizes. The Parties agree to meet twice a year and at any other times, as necessary and agreed to by the Parties, to revisit this section. Class sizes or student loads for those teachers facilitating online courses on a stipend basis, outside of their regular teaching schedule, will be determined by the facilitating teacher.

(b) Self-developed/Proprietary Courses

- (1) Open Campus courses will always be offered first to the bargaining unit members who develop those courses while maintaining appropriate class sizes as set forth herein. Online course facilitation opportunities will always first be offered to current members of the bargaining unit.
- (2) In instances where the initial course developer will not be instructing that course, they will be offered professional development time outside of Development Days up to four (4) hours at the curriculum rate to work with the bargaining unit member who will be instructing the course. Additional professional development time may be approved at the discretion of the Superintendent.
- (3) Scheduling/Instruction of self-developed/proprietary courses is voluntary, unless a teacher is hired with the understanding that online courses may or will be part of his/her daily schedule. If a teacher justly declines the opportunity to facilitate a self-developed/proprietary course, either as part of his/her schedule or as an additional duty, an alternate certified and trained teacher may be offered the opportunity to facilitate the course.
- (4) The facilitation/instruction of self-developed online courses may be offered as an additional duty, outside of an instructor's schedule. If this is the case, additional compensation will be provided on a per-student basis (see Section 3 (a) below).
- (5) The Districts will maintain Self-developed/Proprietary courses at thirty (30) students when taught during the teacher workday. Enrollment of more than 30 students in a course will require approval by the Parties.
- (6) When a Self-developed/Proprietary course is instructed outside of the teacher workday and the enrollment in that course surpasses thirty (30) students, an additional certified and trained teacher may be offered the opportunity to facilitate the course, with the goal of ensuring equity of

opportunity and to minimize the possibility of over-extension of any one teacher. A teacher who chooses to facilitate a course outside of his/her schedule may request an enrollment cap, limiting the number of students he/she is willing to facilitate at the time. In that case, an additional certified and trained teacher may be offered the opportunity to facilitate the course.

- (7) With the understanding that they will be provided with flexibility in scheduling and location during the teacher workday, instructors will be available to help students when needed and to complete facilitation tasks or to complete additional facilitation tasks as outlined in the *Online Facilitation Guide for Open Campus PA Proprietary Course Instructors*. Instructors may also provide tutoring time as approved by the Superintendent or designee, and compensated at the rate utilized by each participating District

(c) Vendor-provided Courses

- (1) Only in the following situations will a vendor-employed facilitator be utilized to provide instructional services:
 - No bargaining unit member elects to facilitate such a course;
 - No bargaining unit member is certified to facilitate the course;
 - Student requires NCAA approved courses, which must be provided by the vendor using the vendor's LMS and Instructional Services to retain compliance.
- (2) If no bargaining unit member(s) at either of the partner Districts indicates interest in or applies for facilitating/instructing a vendor-originated course, the vendor's instructional services will be utilized.
- (3) Facilitation/Instruction of online courses shall typically occur during the normal professional contractual day as defined by the applicable collective bargaining agreements. In the event bargaining unit members are facilitating during the regular workday, such facilitation shall be a part of the employees' regular workload and the Districts shall, when at all possible, schedule such instruction/facilitation on the first or final block of the teacher workday with the understanding that they will be provided flexibility in scheduling and location during the teacher workday.
- (4) An instructor/facilitator who is assigned to instruct/facilitate a course as a part of the teacher workday or who chooses to instruct/facilitate a course outside of the teacher workday may be assigned up to fifty (50) student enrollments. Any student enrollments above fifty (50) may be offered to an additional certified and trained instructor/facilitator in either District.

(5) Instructors/Facilitators who are instructing/facilitating vendor-provided courses are expected to adhere to course facilitation guidelines detailed in the *Online Facilitation Guide for Edgenuity Course Instructors*.

(6) The *Online Facilitation Guide for Edgenuity Course Instructors* will be reviewed annually by the Districts and Associations.

4. Compensation

(a) Compensation for online courses facilitated outside of a teacher’s contracted daily schedule will be set at the following per student rates:

Year	1 Credit	½ Credit	¼ Credit
2019	\$262	\$131	\$65.50
2020	\$284	\$142	\$71
2021	\$306	\$153	\$76.50

(b) Instruction/Facilitation of eDynamic courses shall be compensated at double the rates set forth above, unless or until those courses are formatted analogous to Edgenuity, Inc./vendor-originated courses. Such courses will be reviewed and discussed by the parties prior to any change in compensation.

(c) Bargaining unit members shall receive compensation for instruction of OCPA blended program courses at the end of the corresponding calendar term in which the course was provided. To receive compensation, bargaining unit members must confirm compensation records for the course, for that term, sent to them by the Program Director who will approve and forward to the corresponding District no more than seven (7) school days after the conclusion of the term.

(d) When a student completes a course in its entirety, the bargaining unit member shall receive compensation for instruction of virtual school programs (PMVS) courses after the student completes the course.

(e) Compensation for credit recovery courses facilitated outside of a teacher’s contracted daily schedule will be set at the rate set for such courses at each partner District.

(f) In the event a student does not fully complete a course instructed/facilitated by a bargaining unit member, compensation will be provided on a per-diem rate based on the number of days that the student was enrolled.

(g) In the event a self-developed/proprietary or vendor-provided course is instructed at the middle school level outside the teacher workday, the instructor/facilitator

shall receive compensation at the rate of 1.5 x the per credit rate per student specified in subsection 3. (a) above.

5. *Leaves and Resignations/Retirements.*

- (a) In the event a bargaining unit member is unable to actively facilitate an online course(s) as the result of illness or for one or more personal days, the member will so notify the Superintendent or Designee and will notify students of his/her absence and the expectations of the student during that time period. The member will not be required to engage in facilitation of the course(s) on that day or otherwise communicate with students on that day.
- (b) In the event a bargaining unit member who is facilitating an Open Campus or vendor-originated online course(s) must go on FMLA or another District-approved leave for an extended period, or who resigns, retires, or otherwise leaves employment mid-semester, the Program Administrator/Coordinator shall seek to find another teacher to facilitate the course(s) or identify the teacher who is next on the rotation list as referenced above for the remainder of the semester.

6. *School Counselors.*

- (a) The Parties agree that additional workload related to the use of self-developed/proprietary and/or vendor-originated courses will be addressed compensating such counselors as follows at the discretion of the Superintendent:
 - (i) Employee curriculum rate; or
 - (ii) Compensation time in half or full-day increments.
- (b) School counselors will be expected to complete the form identified as Appendix A to record time engaged in Edgenuity/vendor-originated -related counseling activities. Counselors will submit the form to their building principals in no more than two-week increments. The use of compensation time will be at the school counselor's professional discretion upon approval by the Superintendent. Curriculum rate compensation will be paid out the payroll following submission of the form.
- (c) If the time a school counselor must devote to self-developed/proprietary and/or vendor-originated-related counseling activities becomes excessive as illustrated through data collected using Appendix A, the Parties agree to meet to negotiate additional terms and conditions of employment to address that issue.

7. *Evaluation.*

With the exception of bargaining unit members who are hired to facilitate online courses on a full-time basis, or as a part of a member's regular workload, the facilitation of online courses will not be used for the purpose of, or as a factor in, a facilitator's performance

evaluation or rating. If a facilitator does not satisfactorily perform the required facilitation tasks as detailed in the Online Facilitator Guides that facilitator may not be offered future online course facilitation opportunities. If there is/are concern(s) with a facilitator's performance that could result in the facilitator not being offered future online course facilitation opportunities, he/she shall be so notified in advance of the concern(s) and be given an opportunity to respond before a decision is made.

8. *Vendor-Originated Courses and Facilitation Services.*

- (a) The Districts and Associations agree that vendor-originated courses shall be reviewed and approved by the OCPA Steering Committee prior to offering to students.
- (b) For the term of this MOA, Edgenuity, Inc. shall be the vendor of choice for providing online courses. Any change to the choice of vendors shall be subject to approval by the OCPA Steering Committee.

9. *Training and Professional Development – Self-developed/Proprietary Courses.*

- (a) In addition to on-going individual training for the development, updating, maintenance, and facilitation of self-developed courses, formal full-day in-person training/professional development shall be made available to OCPA proprietary course developers at a minimum of two times per school year (preferably once in the fall and once in the spring semester).
- (b) Any required additional professional development shall be paid pursuant to the partner district's collective bargaining agreement at the member's option.

10. *Training and Professional Development – Vendor-provided Courses.*

- (a) Training and professional development for bargaining unit members who elect to facilitate Edgenuity, Inc. courses shall take place during regularly scheduled in-service days. In the event such training takes place outside of the regularly scheduled in-service days, or over the summer, bargaining unit members will be paid at their respective curriculum rates.
- (b) Participation in training and professional development shall be a requirement of facilitating/instructing vendor-originated courses.
- (c) Half-day face-to-face training sessions for individuals interested in facilitating/instructing vendor-provided courses in the future shall be provided at least once during the summer and between the fall and spring semesters that includes:
 - (ii) understanding and navigating the vendor learning management system, both as a student and to perform facilitation tasks;

- (iii) facilitation expectations;
 - (iv) online communication methods and design.
- (d) Bargaining unit members with two (2) or more years of successfully facilitating/instructing vendor-originated courses may elect to become a trainer for other bargaining unit members seeking to facilitate vendor-originated courses. Such trainers may be required to participate in additional professional development in the use of vendor-originated materials and products.

11. Technical and Facilitation Support.

The Districts shall ensure the availability of technical support personnel and materials appropriate to the principal technology and consistent with the bargaining unit members' prior training and experience. Additionally, the Districts shall ensure the means for students to interact with the bargaining unit members (e.g., site visits, email, and other technological methods for communication).

The Parties hereby indicate their agreement to the above terms by affixing their signatures below.

Penn Manor School District

Penn Manor Education Association

By: Michael Lechliter 10/21/19
 Michael Lechliter Date
 Superintendent

By: Mary Kay Fair 10/25/19
 Mary Kay Fair Date
 President

Hempfield School District

Hempfield Education Association

By: Michael Bromirski 11/13/19
 Michael Bromirski Date
 Superintendent

By: Rik Appleby 11/12/19
 Rik Appleby Date
 President

MEMORANDUM OF UNDERSTANDING

PENN MANOR SCHOOL DISTRICT AND PENN MANOR EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into this 20th day of April, 2020. This Memorandum of Understanding is between the Penn Manor School District (“District”) and the Penn Manor Education Association (“Association”), the Labor Union representing the professional employees of the District pursuant to Act 88 of 1992.

WHEREAS, District and Association are parties to a Negotiated Collective Bargaining Agreement dated July 1, 2017, to June 30, 2021. A true and correct copy of the Collective Bargaining Agreement is attached hereto, made a part hereof, and marked Exhibit “A” (herein “Collective Bargaining Agreement”);

WHEREAS, Article XIV . A. of the Collective Bargaining Agreement establishes the terms and provisions of the health benefit program in place for eligible Bargaining Unit Members;

WHEREAS, it is the intent of District given the extraordinary issues surrounding the pandemic of 2020 to introduce a telemedicine option known as Teladoc that is available through the Lancaster County Healthcare Consortium (EHCC) with a \$10.00 copay;

WHEREAS, it is the intent of District and Association to introduce this benefit as quickly as possible in light of the pandemic of 2020 so that employees of District can take full advantage of this medical care option;

NOW, THEREFORE, District and Association agree as follows:

1. Notwithstanding any of the provisions in the Collective Bargaining Agreement over the time period, District and Association agree to introduce as part of Article XIV.A. of the Collective Bargaining Agreement a telemedicine option known as Teladoc, the terms and

provisions of which are attached hereto, made a part hereof, and marked Exhibit "B." It is understood that Exhibit "B" could change from time to time as determined by the EHCC or the carrier.

2. It is understood that the introduction of the Teladoc program will be made effective as soon as practicable following the entry into this Memorandum of Understanding and it will be introduced with a \$10.00 copay for the balance of the term of the Collective Bargaining Agreement, unless otherwise negotiated between the parties.

3. The parties agree that, except as otherwise set forth herein, this Memorandum of Understanding does not in any way impact, alter, amend, or otherwise modify the parties' Collective Bargaining Agreement.

4. The District Administration and the Officers of the Association are empowered to execute this Memorandum of Understanding and to undertake any and all necessary additional actions to implement the intent of the terms and provisions of this Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto evidence their agreement below.

PENN MANOR SCHOOL DISTRICT

By: 

Attest: 

PENN MANOR EDUCATION ASSOCIATION

By: 

Attest: 

MEMORANDUM OF UNDERSTANDING

Between

The Penn Manor School District

and


The Penn Manor Education Association

This Memorandum of Understanding (MOU) is entered into on September 8, 2020, to memorialize the understanding between the Penn Manor School District (PMSD) and the Penn Manor Education Association (PMEA) regarding the addition of time to the beginning of the elementary teacher workday.

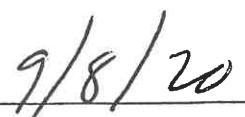
1. Pursuant to Article VII. Teaching Hours and Teaching Duties, Section A of the CBA, the elementary teacher workday is six (6) hours and fifty-five (55) minutes, exclusive of duty-free lunches. As the result of scheduling changes necessary because of the Covid-19 pandemic, the following modifications to traditional planning and preparation times are impacting PMEAs bargaining unit members:
 - a. Elementary student arrival times may potentially be 10-30 minutes before the traditional arrival times (8:20-8:50);
 - b. Elementary student departure times may potentially be 10-30 minutes later than traditional departure times (3:30-3:45);
 - c. Elementary teacher preparation time has been reduced from the traditional 45 to 40 minutes during the student day; and,
 - d. All special class time will be held in elementary teachers' classrooms, resulting in a significant limitation on the amount of time without students in the classroom.
2. In order to recognize and compensate elementary teachers for the reduction in their available preparation and planning time and the resulting expansion in the elementary teacher workday, the District and Association shall partner to identify opportunities throughout the school year to provide compensatory time for the elementary teachers, including but not limited to, during early dismissal days.
3. This MOU does not constitute a waiver of the bargaining unit work and serves as an extremely limited, one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances.
4. This MOU shall not alter the terms of the CBA, except as set forth herein. All other terms of the CBA shall remain in full force and effect.

5. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of the MOU.
6. Effective at the conclusion of the 2020-2021 school year, this MOU shall expire and the parties shall return to the regular schedule for elementary teachers that includes the practice of providing teacher-directed preparation time at the beginning and end of the student day, unless otherwise modified through bargaining by the parties.

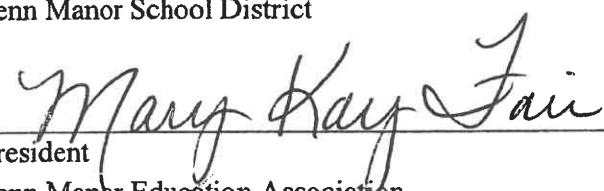
IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the date set forth herein.



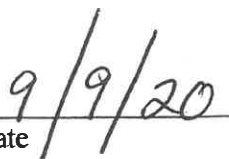
Superintendent
Penn Manor School District



Date



President
Penn Manor Education Association



Date