

Penn Manor School District

&

Penn Manor Education Association

Negotiated Agreement

July 1, 2011 – June 30, 2012

www.pennmanor.net

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AGREEMENT

MADE AND CONCLUDED AS of this 4th day of April, 2011;

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, 2011, until June 30, 2012.

II. Effect

This Agreement supersedes and replaces effective July 1, 2011, the prior Negotiated Agreement, which will expire June 30, 2011.

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.
- 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, 2012 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 2011-2012 school year only, there will be a one (1) day reduction in the teacher work year for all Bargaining Unit Members compared to the teacher work year in the 2010-2011 school year. The teacher work year reduction during the 2011-2012 school year will result in the nine (9) in-service days being decreased to eight (8) in-service days.

During only the 2011-2012 school year, 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 eighty-nine (189) 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 eighty-nine (189) 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 eight (208) days, and salaries of those teachers shall be increased ten percent (10%) from the attached schedules. Middle school counselors are employed on a 198 day work year. The salaries of those teachers shall be increased five percent (5%) from the attached schedule.

It is also understood that only during the 2011-2012 school year, December 23, 2011, will be an early dismissal day for both teachers and students.

It is further understood that during subsequent contract years, the teacher work year will be contained within the confines of the school calendar as determined by the Board, but shall not exceed 190 days, compromised of not more than 182 days when pupils are in attendance and the remainder (not to exceed a total of 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. Middle school counselors are employed on a 199 day work year. It is understood that during the 2012-2013 school year, the Association will not raise the change in the teacher work year over what was in the teacher work year in the 2011-2012 school year as a status quo violation, nor will the Association raise or object

to the fact that the work day immediately before the winter break will no longer be an early dismissal day, unless otherwise agreed to between the parties.

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.

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 forty-five (45) 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, "Twilight School" 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: \$50,490 divided by 190 days - i.e., the number of days in a year) equals \$265.74 divided by 7 hours and 5 minutes = \$37.52 per hour.)
- C. Elementary teachers shall be relieved of teaching responsibilities during those times when their classes are receiving instruction from such teaching specialists. However, it is agreed that teachers may be required to remain with their class during class guidance sessions so that they might follow-up on such sessions.

- 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 weekly teaching duties at the secondary level will include not less than five (5) periods of unassigned preparation time, which periods 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.
- 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.

- 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.”
- I. Elementary specialists will receive amounts of released time equivalent to amounts of released time provided to other elementary teachers.

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

- A. The salary of each teacher for the 2011-2012 school year is set forth in the schedule attached as Appendix “B,” which shall be the same schedule that was in effect during the 2010-2011 school year. There will be no step movement during the 2011-2012 school year, but there would continue to be horizontal movement recognized, unless otherwise modified in the Agreement.
- B. 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.
- C. In order to receive a “degree plus” increment, 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.

- D. 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.
- E. Special Education teachers, speech and language instructors and teachers of gifted shall receive six hundred dollars (\$600) per year in addition to the basic salaries set forth in Appendix “B.”
- F. Considerations will be made recognizing the specialized requirements to achieve a Master’s level degree for school psychologists and speech and language specialists. These compensation guidelines are outlined in Appendix “E.”
- G. 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 25 separate student’s Individual Education Plans per school year shall be compensated one hour (at the professional rate) for each I. E. P. above 25. 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 25 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 25 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 25. Long-term substitute teachers are eligible to receive payment for preparing and monitoring I.E.P.s in excess of 25. 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 G,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 25. A 50% speech and language teacher would receive the full hourly rate for each I.E.P. monitored above 25.

H. 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. 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 do not have a Master’s Equivalency certificate and are taking non-degree graduate courses/workshops will be subject to a maximum number of not more than two (2) horizontal column movements on the salary schedule. Bargaining Unit Members who do have a Master’s Equivalency shall be limited to not more than two (2) horizontal column movements on the salary schedule. Bargaining Unit Members who have a Master’s degree or are enrolled in a Master’s degree program as of the date of the ratification of this Agreement that is leading to the receipt of an actual Master’s degree shall not be subject to the aforesaid limits on column movement. 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.

I. Teachers hired after July 1, 1985, and who usually work less than one-half of the regular teaching schedule shall receive modified fringe benefits (i.e., hospitalization, major medical, 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 intensive 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 hired after July 1, 1985, and 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 maximum floating rate.

- J. Personal leave and sick leave shall be prorated for any teacher hired in any school year after the 61st working day.
- K. 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 eighty-nine (189) for the 2011-2012 school year only.
 - 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 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 XV1-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).
- L. A teacher who has been furloughed will, if properly certified, be offered a position in preference to a long-term substitute teacher.
- M. Teachers shall be paid according to the schedule provided in Appendices “B” and “C.”
- N. 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.

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 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 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 year 2011-2012. 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 and members' dependents (spouse and children). The definition of unmarried children includes unmarried, full-time students to twenty-five (25) years of age under identical provision as those applying to dependent children under nineteen (19) years of age.

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

<u>Effective Date</u>	<u>Individual</u>	<u>Family</u>	<u>Maximum Out of Pocket After Deductible Has Been Satisfied</u>
January 1, 2012	\$500	\$1000	\$1500

Opt-out 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 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, 2012	\$15	\$30

B. Prescription:

The Board shall make available to full time eligible members and their eligible dependents a mandatory generic three 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>
January 1, 2012	\$10	\$30	\$45

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"

C. 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.

D. Enrollments:

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. 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 \$1,000 for the plan year. A pro rata portion of the \$1,000 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 2/3 or 66 2/3% would be eligible to receive a payment of \$666.67 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 \$1,000. Payment by the District for the cash payment will be made in increments of \$100 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.

F. Dental:

- 1 Deduction payments for medical care benefits shall be construed to mean deduction payments for both health and dental care benefits.
- 2 Members who have opted to participate in the District's Insurance Waiver Payment option are not eligible for dental coverage.
- 3 Members can not 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.)

G. 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 February 1 in the year of retirement. For those teachers who provide the District with the preliminary letter of intent by February 1, final irrevocable notice must be provided in writing to the District no later than April 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/major medical 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/major medical 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/major medical 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 upon attaining age 19 except that coverage may be continued to age 25 for an unmarried, full-time student).

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 base year group 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 \$3,000 would pay no more than \$3,300 in the second year of retirement and no more than \$3,630 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/major medical coverage upon payment of the maximum 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.

H. 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 and major medical 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 maximum floating rate for retirees prior to 7-1-11 and the expected rate for retirees post 7-1-11 as calculated by the District's Insurance Consultant. The COBRA eligible period shall begin at the end of this two year period.

In the event of the retired teacher's death prior to being eligible for a government funded health care program, the amount which would have been paid under Article XII shall be paid to the retired teacher's estate as follows:

- Within 12 months of the date of retirement - 100%.
- Within 24 months of the date of retirement - 66%
- Within 36 months of the date of retirement - 33%
- After 36 months – 0

I. 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)	100%
X-rays and exams every six months and full mouth x-rays every two years	
Preventive (No Deductible)	100%
Cleaning every six months and fluoride treatments	
Minor Restorative	80/20
Fillings, including posterior composite based fillings	

Oral Surgery	80/20
Extractions and pre/post care	
Endodontics	80/20
Pulp and root canal work	
Periodontics	80/20
Gums and supporting structures	
Denture Repair	80/20
Major Restorative	80/20
Prosthodontics (Dentures)	80/20
Deductible (per person per calendar year)	\$25.00
Payment (District)	100%

Maximum coverage per person per calendar year shall be \$1,800. (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.

- No reimbursement will be provided for procedures and related services performed prior to July 1, 2008. (Individuals on payment plans initiated prior to July 1, 2008 do not qualify.)
- 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 \$1000 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, 2011, meaning a claim incurred on June 30, 2011, may still be submitted and considered for payment until December 30, 2011.

J. 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 either an employee 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 15th 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
2011-2012	\$200.00	\$400.00 (from 2010-2011 fiscal year)

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

K. Joint Health Care Committee:

As soon as practicable following the ratification of this Agreement, the Association and District will form a Health Care Committee that will be charged with continuing the discussions initiated by the parties in their initial proposals for this 2011-2012 Collective Bargaining Agreement, as well as other cost saving measures with respect to the delivery of healthcare for professional employees covered by this Collective Bargaining Agreement. It is the goal of both parties that the Committee can reach agreement and will make a joint recommendation regarding these issues, but regardless of whether or not that goal is met, the Committee shall prepare a recommendation for the District and the Association for consideration in the collective bargaining of the successor Collective Bargaining Agreement on or before October 15, 2011. Both parties will have equal representation on the Committee.

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 fourteen (14) 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, funds for the purchase of United States Government Bonds, United Way, Penn Manor Education Foundation, approved tax-sheltered annuities, funds for savings deductions for the LANCO Credit Union, 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.

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 \$27,000.

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 of their salaries upon election to the co-curricular position.
- B. When hired for a co-curricular position, the teacher shall be placed at the longevity position as agreed upon at the time of hiring.
- C. Salary service increments will be based on consecutive years in a specific position. Transferring from one position to another will result in the employee being treated as described in B above.
- D. All co-curricular positions not contained in this contract are the Board's responsibility and the Board has exclusive authority regarding such positions.
- E. Once an employee has reached the level 5 pay status that salary shall increase at a rate of 3% per year, except during the 2011-2012 school year when the increase will be frozen at 2010-2011 levels.

Mentors:

Entry	Level 1	Level 2	Level 3	Level 4	Level 5
\$788	\$803	\$820	\$836	\$851	\$867

Long Term Substitute Mentors:

One semester LTS - \$300

Full year LTS - \$600

Team Leaders:

Entry	Level 1	Level 2	Level 3	Level 4	Level 5
\$1,527	\$1,558	\$1,588	\$1,619	\$1,649	\$1,680

XIX. Compensation for Hourly Employment

The District agrees to compensate teachers for summer school, homebound instruction, Twilight School instruction, adult education, after school tutoring, alternative education, and curriculum workshops at the rate of thirty-two dollars (\$32) per hour for the 2011-12 school year.

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 one (1) week in advance on forms supplied by the administration 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 shall be allowed a personal leave day on any one (1) school day. Any personal leave day which extends the Christmas or Easter school vacation shall be subject to the limitation of not more than ten (10) teachers in the entire District or five percent (5%) of the number employed in any one (1) building.
- 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 (maximum 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, 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, sister-in-law and grandchild.

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 an early retirement incentive payment under this article if all of the following conditions are satisfied:

- 1 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 written notice of retirement on or before February 1 preceding the date of retirement and shall further give an irrevocable written notice of retirement on or before April 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 \$125 per year for each year of employment with the Penn Manor School District plus \$60 per day for each unused sick and/or personal day.
- 2 The retirement incentive is limited to a maximum of \$20,000.
- 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.

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.

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	75% 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 or involuntary dismissal, the teacher must return to work in the District for at least one semester after completion of such credits.

- 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, no teacher shall be permitted reimbursement for more than 12 credits during a year. (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.)

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 #438, 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 April 1, for leaves for the following school year, and provided that the teacher has not been previously approved for a sabbatical after July 1, 2008. 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>
2011-2012	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. Fair Share

Effective with the 2008-2009 school year and when membership in the Association drops below 90% of the eligible members, the Penn Manor School District shall deduct from employees who are not members of the Association an amount annually certified by the Association as the fair share fee as permitted by the Public Employee Fair Share Law ("Law"). Each nonmember in the bargaining unit represented by the Association under the Public Employee Relations Act shall be required to pay the fair share fee as provided by the Law. The fair share fee shall not include any amount expended by the Association for partisan, political or ideological activities that is excluded by a body that has jurisdiction to exclude certain activities. Subject to the following, the Penn Manor School District and the Association to apply the provisions of the Law:

- 1 The Association agrees to extend to all nonmembers the opportunity to join the Association.
- 2 Non-members with bona fide religious objections to a fair share fee may direct the Association to contribute their agency fee to a non-religious charity. The Association's escrow agent shall provide verification of said payment to any affected nonmember once the total agency fee obligation has been fully satisfied via payroll deduction.
- 3 If any legal action is brought against the Penn Manor School District as a result of any actions it is required to perform by the Association pursuant to this Section, the Association agrees to provide for the defense of the Penn Manor School District at the Association's expense and through counsel selected by the Association.
- 4 The Penn Manor School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Penn Manor School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

5 The Association agrees in any action so defended, to indemnify and hold the Penn Manor School District harmless for any monetary damages the Penn Manor School District might be liable for as a consequence of its compliance with this Section; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the Penn Manor School District's failure to properly perform its obligation under this Section.

XXXI. Furloughs

During only the 2011-2012 school year, the District agrees not to furlough any temporary professional or professional staff members.

XXXII. 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: Richard Friends

ATTEST: Mullik Lucht

PENN MANOR EDUCATION ASSOCIATION

BY: Mary Kay Fair

ATTEST: Amy Wall

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 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 and the Association shall agree upon a mutually acceptable arbitrator.
- 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

2011/2012 Salary Schedule									
Years of Service	Step	BS 2	BS+12 3	BS+24 4	M 5	M+15 6	M+30 7	M+45 8	M+60 9
0	1	40,987	40,987	41,376	44,519	47,099	48,339	50,163	51,420
1	1	40,987	40,987	41,376	44,519	47,099	48,339	50,163	51,420
2	2	41,089	41,089	42,178	45,665	47,943	49,182	51,019	52,274
3	3	42,128	42,128	43,039	46,421	49,061	50,308	52,164	53,424
4	4	43,167	43,167	43,956	47,365	50,043	51,286	53,153	54,413
5	5	43,682	43,682	45,094	48,530	51,242	52,488	54,368	55,628
6	6	44,300	44,300	45,840	49,298	52,039	53,283	55,173	56,436
7	7	44,816	44,816	46,906	50,393	53,165	54,410	56,318	57,575
8	8	45,848	45,848	47,970	51,483	54,290	55,539	57,455	58,713
9	8	45,848	45,848	47,970	51,483	54,290	55,539	57,455	58,713
10	9	45,848	45,848	49,039	52,576	55,418	56,664	58,592	59,854
11	10	45,848	45,848	51,166	54,764	57,670	58,915	60,872	62,440
12	10	45,848	45,848	51,166	54,764	57,670	58,915	60,872	62,440
13	11	45,848	45,848	53,301	56,939	59,921	61,168	63,149	64,411
14	12	45,848	45,848	55,432	59,132	62,173	63,420	65,428	66,692
15	13	45,848	45,848	57,564	61,320	64,426	65,671	67,708	68,942
16	14	45,848	45,848	59,697	63,508	66,678	67,922	69,986	71,249
17	15	45,848	45,848	61,829	65,691	68,928	70,179	72,267	73,527
18	16	45,848	45,848	63,965	67,878	71,181	72,431	74,545	75,802
19	17	45,848	45,848	66,449	70,425	73,809	75,057	77,203	78,464
20 and higher	18	45,848	45,848	68,935	73,582	76,967	78,076	79,888	81,211

APPENDIX C - PAY DATES

Pay Date	Pay Number	Fiscal Year	Day of Week
8/31/2011	1	2011-2012	Wednesday
9/14/2011	2	2011-2012	Wednesday
9/28/2011	3	2011-2012	Wednesday
10/12/2011	4	2011-2012	Wednesday
10/26/2011	5	2011-2012	Wednesday
11/9/2011	6	2011-2012	Wednesday
11/23/2011	7	2011-2012	Wednesday
12/7/2011	8	2011-2012	Wednesday
12/21/2011	9	2011-2012	Wednesday
1/4/2012	10	2011-2012	Wednesday
1/18/2012	11	2011-2012	Wednesday
2/1/2012	12	2011-2012	Wednesday
2/15/2012	13	2011-2012	Wednesday
2/29/2012	14	2011-2012	Wednesday
3/14/2012	15	2011-2012	Wednesday
3/28/2012	16	2011-2012	Wednesday
4/11/2012	17	2011-2012	Wednesday
4/25/2012	18	2011-2012	Wednesday
5/9/2012	19	2011-2012	Wednesday
5/23/2012	20	2011-2012	Wednesday
6/6/2012	21	2011-2012	Wednesday
6/20/2012	22	2011-2012	Wednesday
7/4/2012	23	2011-2012	Wednesday
7/18/2012	24	2011-2012	Wednesday
8/1/2012	25	2011-2012	Wednesday
8/15/2012	26	2011-2012	Wednesday

APPENDIX D - DEDUCTIONS

Monthly payroll deductions for healthcare:

Calendar year basis	2011
Single	\$35
2 Party	\$65
Family	\$95

APPENDIX E - SPECIAL MASTERS

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

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

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

SAMPLES

Sample teacher	Masters Requirement	Placement
Teacher A	Masters conferred at 36 credits	Masters
Teacher B	Masters conferred at 40 credits	Masters
Teacher C	Masters conferred at 55 credits	Masters + 15
Teacher D	Masters conferred at 66 credits	Masters + 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 Memorandum of 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 Memorandum of 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 Memorandum in any grievance proceeding in which the sole issue is whether a party complied with the terms of this Memorandum.

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