

Penn Manor School District

&

Penn Manor Education Association

Negotiated Agreement

July 1, 2022 – June 30, 2026

www.pennmanor.net

TABLE OF CONTENTS

I.	Term of Agreement	3
II.	Effect	3
III.	Recognition	3
IV.	Definitions	3
V.	Negotiation of a Successor Agreement	4
VI.	Teacher Work Year	4
VII.	Teaching Hours and Teaching Duties	6
VIII.	Reimbursement of Expenses	10
IX.	Grievance Procedure	10
X.	Professional Compensation	10
XI.	Association Business	14
XII.	Vacancies	15
XIII.	Illness or Disability	15
XIV.	Health Insurance	17
XV.	Deduction from Salary	29
XVI.	Term Insurance	30
XVII.	Jury Duty	30
XVIII.	Co-curricular Positions	31
XIX.	Compensation for Hourly Employment	31
XX.	Personal Leave	31
XXI.	Child Rearing Leave	32
XXII.	Bereavement Leave	33
XXIII.	Retirement	34
XXIV.	Rights of Professional Employees; Just Cause	35
XXV.	Professional Development and Educational Improvement	36
XXVI.	No Strike, No Lockout	39
XXVII.	Meet and Discuss, Complaint Procedure	39
XXVIII.	Compensated Professional Leave	41
XXIX.	Seniority	41
XXX.	Furloughs	41
XXXI.	Separability, Exclusivity	42

AGREEMENT

MADE AND CONCLUDED AS of this 15th day of November, 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, 2022, until June 30, 2026.

II. Effect

This Agreement supersedes and replaces effective July 1, 2022, the prior Negotiated Agreement, which will expire June 30, 2022.

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 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, 2026 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

- A. 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 one hundred ninety-nine (199) day work year. The salaries of those teachers shall be increased five percent (5%) from the attached schedule. The Coordinator of Alternative Education is employed on a 195 day work year. The salary of the Coordinator of Alternative Education shall be increased two point six percent (2.6%) from the attached schedule. Social workers are employed on a two hundred five (205) day work year. The salaries of the social workers shall be increased seven point five percent (7.5%) from the attached salary schedules.
- B. When the first student day is prior to Labor Day, the Friday prior to Labor Day weekend shall be an extension of the Labor Day holiday weekend.
- C. If school is in session on the Wednesday before Thanksgiving, it will be designated as an early dismissal day. Teachers will be permitted to leave after students are dismissed and given release time as compensation for required training and/or release time for elementary parent/teacher conferences. If the Wednesday before Thanksgiving is an Act 80 day,

elementary teachers will receive three (3) hours of release time for parent/teacher conferences and three (3) hours of release time for completion of required training. Secondary teachers will receive three (3) hours of release time in the afternoon for completion of required training.

- D. The last school day before Winter Break will be an early dismissal day for both teachers and students.
- E. 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. All of the aforementioned days shall be completely teacher-directed and no meetings, voluntary or otherwise, shall be scheduled.
- F. High School and Middle School Schedule Committees - If determined by the Association President and District Superintendent, the Association and District may form a High School Schedule Committee and Middle School Schedule Committee that will be charged with continuing the discussions initiated by the parties for this current Collective Bargaining Agreement. Both committees will be led by co-chairs from the District and Association, as well as each party having equal representation on the Committee. If the committees result in any schedule-change recommendations, no change shall be made unless negotiated by the Association and District bargaining teams.
- G. 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.
- H. After obtaining approval from their district-level supervisor, the Certified School Nurses (CSN) may work hours outside of the hours described above in Paragraph A to comply with Pennsylvania state school health regulations. The individuals in the positions noted herein may need to work 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 up to thirty-six (36) hours, provided that they take time off

when students are not in session (i.e. early dismissals, in-service days, etc.) CSNs must obtain the necessary permission from their district-level supervisor.

- I. The district will share its plan for Flexible Instructional Days (FID) annually at least one week prior to submission to PDE in order for the Association to provide feedback.

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, alternative education instruction, 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 forty-five (45) consecutive minutes during those times when their classes are receiving instruction from such teaching specialists. Elementary specialists' forty-five (45) 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 a 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. 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 curriculum rate.

1. 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.

2. 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.
3. 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.
4. 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 timesheet 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.

- H. Teachers involved in Back to School Events shall be dismissed two (2) hours early on the Thursday before Labor Day weekend. Whenever the first student day is after Labor Day, teachers shall be dismissed two hours early on the Friday of the first student week.
- I. Elementary parent/teacher conferences are typically held over the course of two days. One of the days consists of evening conferences with the possibility of them running no later than 8:00 PM. On the other day, teachers conducting conferences may leave once conferences are finished. If there is an early dismissal immediately after the two (2) days of conferences, teachers will be provided release time and may leave after student dismissal. If there is an Act 80 held immediately after the two days of conferences, three (3) hours of that day will be designated as release time.
 - 1. Teachers may choose to schedule conferences before the school day, but the district may not advertise morning conference times.
 - 2. Bargaining Unit Members who are specialists who do not schedule parent and teacher conferences may work regular hours during the two days of conferences. Specialists may stay one evening up to three hours and leave after the busses depart on an early dismissal day or be provided up to three hours of release time during an Act 80 day.
 - 3. When parent/teacher conferences are held during the week of Thanksgiving, kindergarten teachers are entitled to one (1) release day (with substitute coverage) the week before to hold parent/teacher conferences.
- J. 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.”
- K. Elementary specialists will receive amounts of release time equivalent to amounts of release time provided to other elementary teachers.
- L. The Administration may direct the social workers and the Coordinator of Alternative Education 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, 2022 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 length of this agreement 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 January 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 and Implementation 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 Student Support 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 Student Support 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 Student Support Services 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 thirty (30). A 50% speech and language teacher would receive the full hourly rate for each I.E.P. monitored above thirty (30).
 4. Special education teachers shall be reimbursed at the professional hourly rate for any work related to students on their current or upcoming caseloads that is requested to be done after the last teacher day of the school year and before District Opening Day (excluding required in-service days) of the next school year. This summer work shall be approved by the Superintendent or designee.
 5. Special education teachers, speech teachers and teachers of gifted will receive two (2) release days to work on IEPs and other special education/gifted paperwork. For teachers with a caseload of over thirty (30) students, an additional release day will be granted. Scheduling release days requires prior approval of the Superintendent or designee.
- G. To be considered for granting of a “Master’s plus” increment (M+15, M+30, M+45, M+60), 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. In the event a teacher shall be requested and agrees to teach Alternative Education during their preparation period, they will be compensated at their per diem hourly rate. Time (including prep) that they agree to work outside of the contractual day will be compensated at the professional rate.

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. 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).
 - 1. 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.

2. Employees 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.
3. 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.
4. If the employee fails to report the injury/illness within twenty (20) 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.
5. 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.
6. An employee who sustains a work injury is required to treat with a panel provider for the first ninety (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 ninety (90) days post work-related injury or illness may compromise compensability of causally related medical bills.

C. A member of the bargaining unit may use a maximum of five (5) sick leave days annually as family sick days to care for a member of their immediate family. Family sick days are not cumulative from year to year. (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 2022-2023, 2023-2024, 2024-2025, and 2025-2026. 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	1/1/2023-12/31/2026	1/1/2023-12/31/2026
	No Wellness	Wellness*
Single, 2 Party, Family	16% based upon the prior year’s Expected Floating Rate	10% based upon the prior year’s Expected Floating Rate

*In the event that a bargaining unit member submits a physician-verified Wellness Certification Form no later than the end of the annual open-enrollment period, the premium share will be a 10% contribution based upon the prior year's expected floating rate.

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, 2023	\$750	\$1,500	Waived if UPMC Pinnacle Lititz used
January 1, 2024	\$750	\$1,500	Waived if UPMC Pinnacle Lititz used
January 1, 2025	\$750	\$1,500	Waived if UPMC Pinnacle Lititz used
January 1, 2026	\$750	\$1,500	Waived if UPMC Pinnacle Lititz 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, 2023	\$1,500	\$3,000
January 1, 2024	\$1,500	\$3,000
January 1, 2025	\$1,500	\$3,000
January 1, 2026	\$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>	<u>Maximum out-of-pocket</u>	
	<u>Individual</u>	<u>Family</u>
January 1, 2023	\$6,350	\$12,000
January 1, 2024	\$6,350	\$12,000
January 1, 2025	\$6,350	\$12,000
January 1, 2026	\$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, 2023	\$15	\$45
January 1, 2024	\$15	\$45
January 1, 2025	\$15	\$45
January 1, 2026	\$15	\$45

*Employees may request a consultation through Teledoc for dermatology services with no co-pay (\$0).

Urgent Care and Emergency Room Co-pays:

<u>Effective Date</u>	<u>Urgent Care</u>	<u>Emergency Room</u>
January 1, 2023	\$40	\$100
January 1, 2024	\$40	\$100
January 1, 2025	\$40	\$100
January 1, 2026	\$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 \$40 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, 2023	\$10	\$35	\$60	\$100
January 1, 2024	\$10	\$35	\$60	\$100
January 1, 2025	\$10	\$35	\$60	\$100
January 1, 2026	\$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 Exclusion

1. In the event a Bargaining Unit Member’s spouse is employed and eligible for healthcare coverage from his/her employer, then he/she is no longer eligible to participate in the District’s health benefit program, which includes but is not limited to the underlying healthcare program and prescription coverage, unless the spouse’s monthly payroll contribution to obtain the spouse’s employer’s single coverage is more than 55% of the COBRA rate for the medical and prescription plan.
2. If a Bargaining Unit Member’s spouse is not employed, is self-employed and does not have access to group health coverage, or is not eligible for coverage through their employer, then he/she would be eligible to participate in the District’s health benefit plan.

In the event a Bargaining Unit Member's spouse must complete a waiting period to enroll for coverage under his/her employer's health plan, during that waiting period, he/she will be eligible to participate in the District's health plan.

3. In the event a Bargaining Unit Member's spouse has a change in his/her employment status and becomes eligible for group health coverage, he/she must enroll in that coverage as soon as he/she is eligible. The Bargaining Unit Member is responsible for notifying the District's Human Resources Department within 31 days in order to enroll their spouse mid-plan year.
4. A form developed by the Human Resources Department will be issued annually to Members of the Bargaining Unit seeking to obtain spousal insurance. Failure to complete the form and submit it on or before the deadline will result in automatic spousal ineligibility for the plan year.
5. The form will require the member of the bargaining unit to certify that his/her spouse has health coverage and to provide information about that coverage or to certify that his/her employer does not offer health coverage. The form will also require the spouse's employer to certify the monthly payroll contribution for single coverage and the monthly COBRA rate for that coverage. In the event a Bargaining Unit Member does not respond, provides false information, or fails to notify Human Resources of any required information, the Bargaining Unit Member will become personally liable for any benefits paid by the District's health benefit program on behalf of the Bargaining Unit Member's spouse that would not have been paid had the District's health benefit plan had accurate information. In addition, the Bargaining Unit Member may face disciplinary action.

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 31 days of a qualifying event. Late enrollments (beyond the 31 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 Bargaining Unit Members 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 Bargaining Unit Members 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 Bargaining Unit Member 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 Bargaining Unit Members working less than 100% of the schedule. The pro rata distribution will be determined by the actual percent the Bargaining Unit Member is working. For example, a Bargaining Unit Member who works 2/3 or 66 2/3% would be eligible to receive a payment of \$1,333.33 under the terms of this section. 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.

F. Dental:

1. Monthly payroll deductions for dental benefits shall be:

Effective Date	Single	Two-Party	Family
January 1, 2023	\$5	\$10	\$15

2. Members who have opted to participate in the District's Insurance Waiver Payment option are not eligible for dental coverage.

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 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 G; and
 - f. The retired teacher pays as and when due the costs of such coverage.
 - g. Members of the Bargaining Unit who are PSERS annuitants shall have the right to rejoin the District Sponsored Health Care plan as outlined in 24 P.S. § 5-513, as it may be statutorily amended from time to time.
2. Benefits. A retired Bargaining Unit Member 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 Bargaining Unit Member shall be adjusted, on the effective date of the change in coverage.
6. The retired Bargaining Unit Member 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. Bargaining Unit Members 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.

H. Surviving Spouse Hospitalization:

In the event of the death of any Bargaining Unit Member 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.

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) 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 lifetime 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, 2026, meaning a claim incurred on June 30, 2026, may still be submitted and considered for payment until December 30, 2026.

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 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
2022-2023	\$300	No carry over
2023-2024	\$300	No carry over
2024-2025	\$300	No carry over
2025-2026	\$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
2022-2023	\$300
2023-2024	\$300
2024-2025	\$300
2025-2026	\$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 Bargaining Unit Members 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 Bargaining Unit Members 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 Bargaining Unit Member in the amount of \$50,000.

B. Income Protection Insurance:

The Board shall provide for each Bargaining Unit Member 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

Bargaining Unit Members 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. Bargaining Unit Members 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: \$2,600

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, adult education, after school tutoring, alternative education, and curriculum workshops at the rate of

2022-2023	\$35.00 per hour
2023-2024	\$35.00 per hour
2024-2025	\$35.00 per hour
2025-2026	\$35.00 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

Bargaining Unit Members 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 Bargaining Unit Member 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. Bargaining Unit Members 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 Bargaining Unit Member 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 State Employees' Retirement System.

B. Retirement Payment Schedule:

1. A Bargaining Unit Member 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 \$61, would be equal to reimbursement of \$183 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 \$61, would be equal to reimbursement of \$183 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 +60 designation, the Board agrees to reimburse each teacher for tuition fees to a maximum of the cost of six (6) 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 \$61, would be equal to reimbursement of \$183 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>
2022-2023	1	1
2023-2024	1	1
2024-2025	1	1
2025-2026	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. Bargaining Unit Members 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.¹⁹

XXX. Furloughs

During only the 2022-2023, 2023-2024, 2024-2025, and 2025-2026 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.

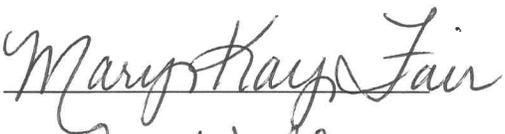
This agreement contains the entire agreement between the Board and the Association.

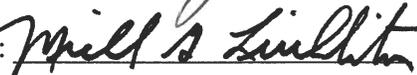
The Board and the Association agree that they shall meet and discuss on other matters with respect to wages, hours, and other terms and conditions of employment, but the Superintendent or the Board shall have the sole and exclusive authority to determine all matters which are not specifically set forth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

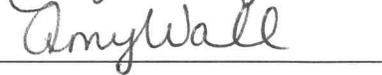
PENN MANOR SCHOOL DISTRICT

PENN MANOR EDUCATION ASSOCIATION

BY: 

BY: 

ATTEST: 

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 - PAY DATES

Pay Dates for 2022-2023

Pay Date	Number	Day of Week
8/31/2022	1	Wednesday
9/14/2022	2	Wednesday
9/28/2022	3	Wednesday
10/12/2022	4	Wednesday
10/26/2022	5	Wednesday
11/9/2022	6	Wednesday
11/23/2022	7	Wednesday
12/7/2022	8	Wednesday
12/21/2022	9	Wednesday
1/4/2023	10	Wednesday
1/18/2023	11	Wednesday
2/1/2023	12	Wednesday
2/15/2023	13	Wednesday
3/1/2023	14	Wednesday
3/15/2023	15	Wednesday
3/29/2023	16	Wednesday
4/12/2023	17	Wednesday
4/26/2023	18	Wednesday
5/10/2023	19	Wednesday
5/24/2023	20	Wednesday
6/7/2023	21	Wednesday
6/21/2023	22	Wednesday
7/5/2023	23	Wednesday
7/19/2023	24	Wednesday
8/2/2023	25	Wednesday
8/16/2023	26	Wednesday

Pay Dates for 2023-2024

Pay Date	Number	Day of Week
8/30/2023	1	Wednesday
9/13/2023	2	Wednesday
9/27/2023	3	Wednesday
10/11/2023	4	Wednesday
10/25/2023	5	Wednesday
11/8/2023	6	Wednesday
11/22/2023	7	Wednesday
12/6/2023	8	Wednesday
12/20/2023	9	Wednesday
1/3/2024	10	Wednesday
1/17/2024	11	Wednesday
1/31/2024	12	Wednesday
2/14/2024	13	Wednesday
2/28/2024	14	Wednesday
3/13/2024	15	Wednesday
3/27/2024	16	Wednesday
4/10/2024	17	Wednesday
4/24/2024	18	Wednesday
5/8/2024	19	Wednesday
5/22/2024	20	Wednesday
6/5/2024	21	Wednesday
6/19/2024	22	Wednesday
7/3/2024	23	Wednesday
7/17/2024	24	Wednesday
7/31/2024	25	Wednesday
8/14/2024	26	Wednesday

Pay Dates for 2024-2025

Pay Date	Number	Day of Week
8/28/2024	1	Wednesday
9/11/2024	2	Wednesday
9/25/2024	3	Wednesday
10/9/2024	4	Wednesday
10/23/2024	5	Wednesday
11/6/2024	6	Wednesday
11/20/2024	7	Wednesday
12/4/2024	8	Wednesday
12/18/2024	9	Wednesday
12/31/2024	10	Tuesday
1/15/2025	11	Wednesday
1/29/2025	12	Wednesday
2/12/2025	13	Wednesday
2/26/2025	14	Wednesday
3/12/2025	15	Wednesday
3/26/2025	16	Wednesday
4/9/2025	17	Wednesday
4/23/2025	18	Wednesday
5/7/2025	19	Wednesday
5/21/2025	20	Wednesday
6/4/2025	21	Wednesday
6/18/2025	22	Wednesday
7/2/2025	23	Wednesday
7/16/2025	24	Wednesday
7/30/2025	25	Wednesday
8/13/2025	26	Wednesday

Pay Dates for 2025-2026

Pay Date	Number	Day of Week
8/27/2025	1	Wednesday
9/10/2025	2	Wednesday
9/24/2025	3	Wednesday
10/8/2025	4	Wednesday
10/22/2025	5	Wednesday
11/5/2025	6	Wednesday
11/19/2025	7	Wednesday
12/3/2025	8	Wednesday
12/17/2025	9	Wednesday
12/31/2025	10	Wednesday
1/14/2026	11	Wednesday
1/28/2026	12	Wednesday
2/11/2026	13	Wednesday
2/25/2026	14	Wednesday
3/11/2026	15	Wednesday
3/25/2026	16	Wednesday
4/8/2026	17	Wednesday
4/22/2026	18	Wednesday
5/6/2026	19	Wednesday
5/20/2026	20	Wednesday
6/3/2026	21	Wednesday
6/17/2026	22	Wednesday
7/3/2026	23	Friday
7/20/2026	24	Monday
8/5/2026	25	Wednesday
8/19/2026	26	Wednesday

APPENDIX C – SALARY SCHEDULES

2022/2023 Salary Schedule														
Years of Service		BS		BS+24		M		M+15		M+30		M+45		M+60
	Step	3	Step	4	Step	5	Step	6	Step	7	Step	8	Step	9
0	1	57,867	1	60,934	1	65,734	1	67,715	1	69,696	1	71,677	1	73,658
1	2	57,992	2	61,084	2	65,884	2	67,865	2	69,846	2	71,827	2	73,808
2	3	58,117	3	61,234	3	66,034	3	68,015	3	69,996	3	71,977	3	73,958
3	4	58,242	4	61,384	4	66,184	4	68,165	4	70,146	4	72,127	4	74,108
4	5	58,367	5	62,625	5	67,425	5	69,406	5	71,387	5	73,368	5	75,349
5	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
6	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
7	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
8	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
9	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
10	6	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
11	8	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
12	8	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
13	8	58,492	6	63,866	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
14	9	58,492	7	65,107	6	68,666	6	70,647	6	72,628	6	74,609	6	76,590
15	10	58,492	8	66,348	7	69,907	6	70,647	7	73,869	7	75,850	7	77,831
16	11	58,492	9	67,589	8	71,148	8	73,129	8	75,110	8	77,091	8	79,072
17	12	58,492	10	68,830	9	72,389	9	74,370	9	76,351	9	78,332	9	80,313
18	13	58,492	11	70,071	11	74,871	10	75,611	11	78,833	11	80,814	11	82,795
19	14	58,492	13	72,553	12	76,112	12	78,093	12	80,074	12	82,055	12	84,036
20	15	58,492	13	72,553	12	76,112	12	78,093	12	80,074	12	82,055	12	84,036
21	16	58,492	14	73,794	14	78,594	14	80,575	14	82,556	14	84,537	14	86,518
22	17	58,492	16	76,276	15	79,835	15	81,816	15	83,797	16	87,019	16	89,000
23	17	58,492	16	76,276	15	79,835	15	81,816	15	83,797	16	87,019	16	89,000
24	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
25	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
26	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
27	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
28	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
29	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241
30+	17	58,492	17	77,517	17	82,317	17	84,298	17	86,279	17	88,260	17	90,241

2023/2024 Salary Schedule														
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	61,311	1	62,617	1	67,217	1	69,198	1	71,179	1	73,160	1	75,141
1	2	61,511	2	62,817	2	67,417	2	69,398	2	71,379	2	73,360	2	75,341
2	3	61,711	3	63,017	3	67,617	3	69,598	3	71,579	3	73,560	3	75,541
3	4	61,911	4	63,217	4	67,817	4	69,798	4	71,779	4	73,760	4	75,741
4	5	62,111	5	64,417	5	69,017	5	70,998	5	72,979	5	74,960	5	76,941
5	6	62,311	6	65,617	6	70,217	6	72,198	6	74,179	6	76,160	6	78,141
6	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
7	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
8	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
9	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
10	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
11	7	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
12	9	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
13	9	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
14	9	62,311	7	66,817	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
15	10	62,311	8	68,017	7	71,417	7	73,398	7	75,379	7	77,360	7	79,341
16	11	62,311	9	69,217	8	72,617	7	73,398	8	76,579	8	78,560	8	80,541
17	12	62,311	10	70,417	9	73,817	9	75,798	9	77,779	9	79,760	9	81,741
18	13	62,311	11	71,617	10	75,017	10	76,998	10	78,979	10	80,960	10	82,941
19	14	62,311	12	72,817	12	77,417	11	78,198	12	81,379	12	83,360	12	85,341
20	15	62,311	14	75,217	13	78,617	13	80,598	13	82,579	13	84,560	13	86,541
21	16	62,311	14	75,217	13	78,617	13	80,598	13	82,579	13	84,560	13	86,541
22	17	62,311	15	76,417	15	81,017	15	82,998	15	84,979	15	86,960	15	88,941
23	17	62,311	17	78,817	16	82,217	16	84,198	16	86,179	17	89,360	17	91,341
24	17	62,311	17	78,817	16	82,217	16	84,198	16	86,179	17	89,360	17	91,341
25	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341
26	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341
27	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341
28	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341
29	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341
30+	17	62,311	17	78,817	17	83,417	17	85,398	17	87,379	17	89,360	17	91,341

2024/2025 Salary Schedule

Years of Service		BS		BS+24		M		M+15		M+30		M+45		M+60
	Step	3	Step	4	Step	5	Step	6	Step	7	Step	8	Step	9
0	1	62,717	1	64,978	1	68,478	1	70,478	1	72,478	1	74,478	1	76,478
1	2	63,117	2	65,378	2	68,878	2	70,878	2	72,878	2	74,878	2	76,878
2	3	63,517	3	65,778	3	69,278	3	71,278	3	73,278	3	75,278	3	77,278
3	4	63,917	4	66,178	4	69,678	4	71,678	4	73,678	4	75,678	4	77,678
4	5	64,317	5	67,328	5	70,828	5	72,828	5	74,828	5	76,828	5	78,828
5	6	64,717	6	68,478	6	71,978	6	73,978	6	75,978	6	77,978	6	79,978
6	7	64,717	7	69,628	7	73,128	7	75,128	7	77,128	7	79,128	7	81,128
7	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
8	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
9	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
10	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
11	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
12	8	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
13	10	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
14	10	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
15	10	64,717	8	70,778	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
16	11	64,717	9	71,928	8	74,278	8	76,278	8	78,278	8	80,278	8	82,278
17	12	64,717	10	73,078	9	75,428	8	76,278	9	79,428	9	81,428	9	83,428
18	13	64,717	11	74,228	10	76,578	10	78,578	10	80,578	10	82,578	10	84,578
19	14	64,717	12	75,378	11	77,728	11	79,728	11	81,728	11	83,728	11	85,728
20	15	64,717	13	76,528	13	80,028	12	80,878	13	84,028	13	86,028	13	88,028
21	16	64,717	15	78,828	14	81,178	14	83,178	14	85,178	14	87,178	14	89,178
22	17	64,717	15	78,828	14	81,178	14	83,178	14	85,178	14	87,178	14	89,178
23	17	64,717	16	79,978	16	83,478	16	85,478	16	87,478	16	89,478	16	91,478
24	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
25	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
26	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
27	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
28	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
29	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628
30+	17	64,717	17	81,128	17	84,628	17	86,628	17	88,628	17	90,628	17	92,628

2025/2026 Salary Schedule														
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	64,050	1	66,858	1	70,358	1	72,458	1	74,558	1	76,658	1	78,758
1	2	64,550	2	67,358	2	70,858	2	72,958	2	75,058	2	77,158	2	79,258
2	3	65,050	3	67,858	3	71,358	3	73,458	3	75,558	3	77,658	3	79,758
3	4	65,550	4	68,358	4	71,858	4	73,958	4	76,058	4	78,158	4	80,258
4	5	66,050	5	69,448	5	72,948	5	75,048	5	77,148	5	79,248	5	81,348
5	6	66,550	6	70,538	6	74,038	6	76,138	6	78,238	6	80,338	6	82,438
6	7	66,550	7	71,628	7	75,128	7	77,228	7	79,328	7	81,428	7	83,528
7	8	66,550	8	72,718	8	76,218	8	78,318	8	80,418	8	82,518	8	84,618
8	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
9	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
10	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
11	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
12	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
13	9	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
14	11	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
15	11	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
16	11	66,550	9	73,808	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
17	12	66,550	10	74,898	9	77,308	9	79,408	9	81,508	9	83,608	9	85,708
18	13	66,550	11	75,988	10	78,398	9	79,408	10	82,598	10	84,698	10	86,798
19	14	66,550	12	77,078	11	79,488	11	81,588	11	83,688	11	85,788	11	87,888
20	15	66,550	13	78,168	12	80,578	12	82,678	12	84,778	12	86,878	12	88,978
21	16	66,550	14	79,258	14	82,758	13	83,768	14	86,958	14	89,058	14	91,158
22	17	66,550	16	81,438	15	83,848	15	85,948	15	88,048	15	90,148	15	92,248
23	17	66,550	16	81,438	15	83,848	15	85,948	15	88,048	15	90,148	15	92,248
24	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
25	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
26	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
27	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
28	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
29	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428
30+	17	66,550	17	82,528	17	86,028	17	88,128	17	90,228	17	92,328	17	94,428

APPENDIX D - DEDUCTIONS

Monthly payroll deductions for healthcare:

Calendar year basis	1/1/2023-12/31/2026	1/1/2023-12/31/2026
	No Wellness	Wellness*
Single, 2 Party, Family	16% based upon the prior year's Expected Floating Rate	10% based upon the prior year's Expected Floating Rate

*In the event that a bargaining unit member submits a physician-verified Wellness Certification Form no later than the end of the annual open-enrollment period, the premium share will be a 10% contribution based upon the prior year's expected floating rate.

Monthly payroll deductions for dental:

Effective Date	Single	Two-Party	Family
January 1, 2023	\$5	\$10	\$15

APPENDIX E - SPECIAL MASTERS

The following guidelines reflect special considerations given to school psychologists, school guidance 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, school guidance and 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.