

# **AGREEMENT**

**SCHOOL YEARS 2019 - 2024**

Between

**MILLVILLE AREA SCHOOL DISTRICT**

And

**MILLVILLE AREA EDUCATION ASSOCIATION**

**September 1, 2019 to August 31, 2024**

## **TABLE OF CONTENTS**

PREAMBLE .....	1
ARTICLE I RECOGNITION .....	1
ARTICLE II MEMBERSHIP DUES DEDUCTION .....	2
ARTICLE III CREDIT UNION DEDUCTION .....	2
ARTICLE IV SCHOOL DISTRICT RIGHTS .....	2
ARTICLE V WAGES AND SALARIES .....	3
ARTICLE VI GRIEVANCE PROCEDURE.....	4
ARTICLE VII ARBITRATION.....	6
ARTICLE VIII WORK SCHEDULE .....	7
ARTICLE IX LEAVES OF ABSENCE .....	8
ARTICLE X INSURANCE BENEFITS .....	11
ARTICLE XI RETIREMENT COMPENSATION .....	14
ARTICLE XII CREDIT REIMBURSEMENT .....	14
ARTICLE XIII NO STRIKE/NO LOCKOUT.....	16

ARTICLE XIV	
SEPARABILITY .....	17
ARTICLE XV	
GENERAL PROVISION.....	17
ARTICLE XVI	
PROFESSIONAL EMPLOYEE EVALUATION .....	18
ARTICLE XVII	
PERSONNEL FILE .....	19
ARTICLE XVIII	
POSTING OF VACANCIES .....	19
ARTICLE XIX	
DEMOTED EMPLOYEES.....	19
ARTICLE XX	
SCOPE OF AGREEMENT .....	20
ARTICLE XXI	
TERM OF AGREEMENT .....	20
APPENDIX “A” – SALARY SCHEDULES .....	21
APPENDIX “B” – HEALTH CARE PLAN SUMMARIES .....	27
APPENDIX “C” -- WAIVER OF HEALTH INSURANCE BENEFIT .....	34
MEMORANDA OF UNDERSTANDING .....	35

## **PREAMBLE**

THIS AGREEMENT made this 11th day of November, 2019, by and between the MILLVILLE AREA SCHOOL DISTRICT, hereinafter called the "Board" or the "Employer" and the MILLVILLE AREA EDUCATION ASSOCIATION (PSEA/NEA), hereinafter called the "Association".

Both parties agree that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily without undue and unlawful coercion or force by either party.

## **ARTICLE I**

### **RECOGNITION**

**Section 1.01** The Board recognizes the Association as the exclusive bargaining agent for wages, hours and other terms and conditions of employment as set forth in Article VII of Act 195 for all professional employees in accordance with the Certification of the Pennsylvania Labor Relations Board, dated October 26, 1982, in Case No. PERA-R-82-226-E.

**Section 1.02** The unit appropriate for the purpose of collective bargaining as set forth in the Certification of the Pennsylvania Labor Relations Board is described as follows:

UNIT: In a subdivision of the employer unit comprised of all full-time and regular part-time professional employees, including but not limited to teachers, nurses and guidance counselors; and excluding management level employees, supervisors, first level supervisors, confidential employees, and guards, as defined in the Act.

**Section 1.03** Definition of Regular Part-time:

For all employees designated "half-time" after the effective date of this agreement, the following shall be applicable:

(a) 2 classifications:

- (1) Half Time -
  - a. Four (4) or less teaching periods per day (Secondary).
  - b.  $\frac{1}{2}$  the length of the workday (Elementary).
- (2) Full Time -
  - a. Five (5) or more teaching periods per day plus prep (Secondary).
  - b. More than  $\frac{1}{2}$  the workday inclusive of prep (Elementary).

(b) Benefits Entitlement:

- (1) Salary – Half time as shown above – ½ of scheduled salary.
- (2) Benefits – Half time as above (Secondary and Elementary) – 50% of benefits as specified in existing agreement.

## **ARTICLE II**

### **MEMBERSHIP DUES DEDUCTION**

**Section 2.01** The Board, upon receipt of a valid written annual authorization on or before October 15 signed by the employee, will deduct Association dues from the salary of the employee and remit said dues to the Millville Area Education Association.

**Section 2.02** The Board may rely on the authorization submitted by the Association and shall not be required to make any investigation with respect to the accuracy thereof, and shall be indemnified and saved harmless by the Association with respect to any act which the Board may do or refrain from doing in reliance upon such authorization.

## **ARTICLE III**

### **CREDIT UNION DEDUCTION**

**Section 3.01** The Board, upon receipt of a valid written authorization on or before October 15 signed by the employee, will deduct money for the Credit Union from the pay of the employee and remit to the Credit Union. The authorization shall be for one (1) semester and may be changed one (1) time during the second semester. However, the Superintendent, at his/her discretion, upon written request, may grant additional changes.

## **ARTICLE IV**

### **SCHOOL DISTRICT RIGHTS**

**Section 4.01** It is understood and agreed that the Board has the exclusive right to appoint, hire, dismiss, assign, evaluate, promote, demote, transfer and classify employees; and also the right of the Employer to suspend, discipline or discharge any employee.

**Section 4.02** Matters of managerial policy are reserved exclusively to the Board. These include, but shall not be limited to, the right of the Board, at its discretion, to manage all operations including the direction of the working force; the right to plan, direct

and control the operation of all equipment and other property of the Millville Area School District; the right to establish programs, standards of services, overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

**Section 4.03** The Board has, retains and shall possess and exercise all rights and functions, powers, privileges and authority that the Board possessed prior to the signing of a contract with the Association, excepting only those that are clearly and specifically relinquished or restricted in this contract. As illustrative of the rights of management possessed and retained but in no way to be construed as a limitation, the Board shall have the exclusive right: To determine the location of its operations; establishment of new units and relocations of old units; scheduling of operations; size of work force; to schedule, allocate and transfer work; to establish or discontinue specific jobs; to prepare and amend job descriptions within the area or areas of certification; to introduce new or improved methods, equipment or facilities.

**Section 4.04** The Board shall also have the right to make, alter and enforce from time to time rules and regulations.

**Section 4.05** The above rights and functions, powers, privileges and authority are not subject to the grievance procedure set forth herein unless, in the exercise of said rights, the Board has violated a specific term or provision of one or more other articles of this Agreement.

## **ARTICLE V**

### **WAGES AND SALARIES**

#### **Section 5.01** Starting Salary

The parties agree that the minimum starting salary is Step 1 of the salary scale.

#### **Section 5.02** Master's Degree

Master's Degree is defined as a post baccalaureate degree granted by an institution recognized by a State Department of Education. None of the credits needed to obtain the Master's Degree will be counted as additional graduate credits beyond the Master's Degree.

#### **Section 5.03** Salaries

For the 2019-2020 through the 2023-2024 school years, the salaries to be paid to all full-time, professional employees in the bargaining unit are set forth in Appendix "A", which is attached hereto and made a part hereof. Employees shall advance from their 2018-2019 step on the salary schedule in accordance with the salary schedule step placement chart shown in Appendix "A", and subject to minimum service requirements as set forth in Section 5.06. The salary schedules are effective as of the first day of each school term.

**Section 5.04** There shall be twenty-six (26) or twenty-seven (27) bi-weekly pay periods each year. Paydays shall be on Friday. Professional employees shall be entitled to receive summer pay (with the last paycheck in June) in a lump sum provided a written request is made prior to the end of May. Professional employees shall be entitled to receive one (1) additional payment prior to December 15<sup>th</sup> provided a written request is made prior to September 1<sup>st</sup>. All full time and part time employees shall be paid through direct deposit. Direct deposit will be made to any credit union or financial institution selected by the employee.

**Section 5.05** Mentors shall receive \$450 effective the first day of each school term.

**Section 5.06** Any professional employee who has completed at least one-half (1/2) of the work year as defined in Section 8.01 of credited services shall be advanced in salary as a full-time employee.

**Section 5.07** Home-bound Instruction

Professional employees shall be compensated for homebound instruction at the following rate:

\$25.00/hour

**Section 5.08** Professional employees scheduled to work in excess of the normal work year as defined in Section 8.01 shall be compensated on a per diem basis for each day worked in excess of the normal work year. Professional employees who work less than one day shall be compensated at the per diem hourly rate. Work schedules in excess of the normal work year may be revised by the Board. For those bargaining unit members who work summer hours, each employee shall have the option to select compensatory time in lieu of their respective per diem hourly rate.

**Section 5.09** Bargaining unit members who are employed upon the ratification of this Agreement shall receive a one-time bonus of five hundred dollars (\$500.00).

## **ARTICLE VI**

### **GRIEVANCE PROCEDURE**

**Section 6.01** Definition

A grievance is defined as a dispute between the parties regarding the meaning, interpretation, or application of any provision in this Agreement.

A "working day" is defined as any day when the administrative offices are open.

**Section 6.02** No grievance shall be considered where the alleged grievance occurred more than ten (10) working days before the presentation of the grievance.

**Section 6.03** All written grievances shall:

- (a) Be signed by the aggrieved;
- (b) Set forth the date the grievance occurred;
- (c) Designate the provision or provisions allegedly violated;
- (d) State remedy or relief sought.

**Section 6.04** The aggrieved employee or employees shall first be required to discuss the grievance with his immediate supervisor within ten (10) working days of the date of its occurrence. The immediate supervisor and the grievant(s) shall attempt to settle the matter at this informal level. The immediate supervisor shall have five (5) working days to respond to the grievant's concern.

**Section 6.05** Written grievances shall be settled in the following manner:

**STEP 1 - Immediate Supervisor**

If the grievance is not resolved at the informal level (Section 6.04) the aggrieved may present it in writing to his/her immediate supervisor within five (5) working days after receipt of the decision at the informal level. The immediate supervisor shall reply to the grievance in writing within five (5) working days of its presentation.

**STEP 2 - Superintendent**

If the grievance is not resolved in Step 1, it may be referred in writing to the Superintendent of the School District within five (5) working days after the receipt of the decision in Step 1. The Superintendent or his/her designee shall reply, in writing, to the grievance within five (5) working days after its presentation.

**STEP 3 - School Board**

If the grievance is not resolved in Step 2, it may be referred in writing to the Millville Area School Board within five (5) working days after the receipt of the decision in Step 2. The School Board will consider the matter at the time of the next regular Board Meeting either in open or executive session. The Board, or its designee, shall reply in writing to the grievance within ten (10) working days after the Board meeting.

**Section 6.06** All of the time limits contained in this Article may be extended by mutual agreement.

**Section 6.07** A professional employee, upon request, shall be entitled to have a representative of the Association present at each step of the grievance procedure.

**Section 6.08** The failure of an employee to proceed to the next level of the grievance procedure within the time limits set forth, unless the time limits have been



mutually waived, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any further appeal. The failure of any of the Employer's representatives at any level to give his written response within the specified time limits shall automatically move the grievance to the next step unless the time limits have been extended by mutual agreement.

**Section 6.09** Any decision at the informal level and Step 1 of the grievance procedure shall be applicable to that grievance only.

## **ARTICLE VII**

### **ARBITRATION**

**Section 7.01** If the grievance is not resolved in Step 3, the Association may refer the grievance to the Pennsylvania Bureau of Mediation for the purpose of arbitrating the unsettled grievance. The Association shall first notify the School District in writing of its intent to proceed to arbitration within seven (7) working days of the School Board's, or its designee's reply. Then, the Association shall, within seven (7) working days after notice has been given to the School District, refer the grievance in writing to the Bureau of Mediation.

Upon mutual agreement by the parties, the unresolved grievance may be submitted to grievance mediation through the Bureau of Mediation at any time prior to the arbitration hearing.

**Section 7.02** The arbitrator shall be selected in accordance with the rules of the Pennsylvania Bureau of Mediation and the arbitrator shall proceed under said rules.

**Section 7.03** The arbitrator, when duly appointed, shall proceed to consider the disputed grievance without delay and render his/her decision promptly following the conclusion of the hearing in the matter.

**Section 7.04** The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

**Section 7.05** The arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The arbitrator shall confine himself/herself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.

**Section 7.06** All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available, without charge, to the arbitrator.

**Section 7.07** If the arbitrator orders back pay, then any compensation received or due the aggrieved employee during the non-working period must be deducted from the settlement; excluding earnings for weekend, holidays, summer, evening work and work during the school term if there has been a past practice of such earnings.

**Section 7.08** In no event will the School District pay more than ten (10) days back pay prior to the time the written grievance was filed.

**Section 7.09** Unless there is written mutual agreement between the parties that more than one (1) grievance may be heard by the arbitrator, an arbitrator will be restricted to ruling on only one (1) grievance.

**Section 7.10** Members of the bargaining unit attending the arbitration shall not be paid for time lost during regular working hours attending an arbitration.

**Section 7.11** The arbitrator shall be bound by the facts and the evidence submitted to him/her in the hearing and may not go beyond the terms of this agreement in rendering his/her decision.

## **ARTICLE VIII**

### **WORK SCHEDULE**

#### **Section 8.01** Work Year

The school year shall consist of 187 full days (182 teaching days, which could include Act 80 days, or other days as allowed by state law, three in-service days, and the parent conferences to be counted as one in-service day). Effective 2020-2021, the Employer will provide for one (1) self-directed day (inclusive of the 187 day work year) to be scheduled immediately prior to the start of the pupil school year.

#### **Section 8.02** Work Day

The professional full-time employees' normal workday shall consist of 7 hours 30 minutes, inclusive of a 30-minute duty free lunch, and 15 minutes of non-instructional duty time which shall be under the control of and at the direction of the Administration.

**Section 8.03** Professional employees will, without additional compensation, attend: 1) up to 18 meetings each year, 2) maximum of 2 meetings per month; 3) 3 day prior notice; 4) the meeting will be scheduled immediately after dismissal and 5) one hour maximum duration. Bus duty, as required, until all children are taken care of. Effective with the 2021-2022 school/work year, the meetings' requirement shall increase from 18 to up to 21 each year with no more than 3 meetings in any given month.

**Section 8.04** In the event of an emergency early dismissal, the professional employees shall be required to remain until dismissed. The principal will dismiss the

faculty when he has determined that the student dismissal procedure has been met. Such dismissal will not be unreasonably withheld.

**Section 8.05**      Lunch Period

Employees may leave the building during their duty-free lunch period after notification to the Principal's Office.

**Section 8.06**      Delayed Openings

When delayed opening of school for students is announced at the request of the School District, the same delay shall apply to professional employees.

**Section 8.07**      Preparation Time

(a) Administration shall schedule a daily, self-directed planning period for all professional employees as follows:

- (1) Elementary teachers – 40 consecutive minutes
- (2) Secondary teachers – class period

(b) The planning period shall be during the workday and used for the purpose of independent planning or preparing for instructional activities.

## **ARTICLE IX**

### **LEAVES OF ABSENCE**

**Section 9.01**      Bereavement Leave

Full-time and regular part-time professional employees who are absent from work in order to attend the funeral of a member of the employee's immediate family shall be granted up to five (5) days of paid leave, and two (2) days of paid leave in the event of the death of a near relative. Regular part-time professional employees will be paid pro rata.

(a) Immediate family shall be defined as parents, children, grandparents, grandchildren, spouse, brother, sister, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his home.

(b) Near relative shall be defined as first cousin, Aunt, Uncle, Niece, Nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

**Section 9.02**      Personal Leave

All employees are entitled to three (3) non-cumulative personal leave days per year. Regular part-time employees will be paid pro-rata. Effective with the 2021-2022

school/work year, all bargaining unit members shall receive four (4) non-cumulative personal leave days per year. The following guidelines will prevail:

(a) Prior approval must be secured from the Superintendent or his designee. The number of employees taking a personal leave day shall not exceed ten (10%) per cent of the full-time employees in the building.

(b) A personal day may not be used during the first or the last two weeks of the school year, nor for the workday immediately preceding or following a holiday or scheduled vacation period.

(c) The Administration may waive the aforesaid limitations. Such waiver shall not establish a precedent for any future decision to grant or deny a waiver of the said limitation.

Unused personal leave days will be accumulated from year to year until the employee retires from the District. At that time, the employee will receive \$100 per day for each unused personal leave day accumulated. This amount will be paid through a non-elective employer contribution to the employer authorized 403(b) (7) account at the time other qualifying lump sum payments are made. The regular part time employees will be paid pro-rata. Accumulated unused personal leave days may not be used by employees, except for the payout as specified.

### **Section 9.03        Emergency Leave**

If it necessary for a full-time employee to be absent from duty because of an emergency, no deduction in salary will be made. The respective building principal shall recommend to the Superintendent for approval of granting this leave. Emergency leave will be granted on the days of occurrence for the following causes:

(a) Emergency treatment or surgery for a member of the immediate family.

(b) Transfer of a member of immediate family to or from the hospital.

(c) Birth or adoption of a child which is not subject to the provisions of the Family and Medical Leave Act, to a maximum of five (5) days.

(d) An unanticipated, non-recurring event of an urgent nature requiring an employee's immediate attention and/or necessitating temporary absence from duty.

Full-time professional employees shall be permitted unlimited emergency leave days each school year, subject to Superintendent approval. Regular part-time employees shall be permitted to one emergency day and will be pro-rated.

The Board recognizes that certain employees have responsibility as parents of young children. The illness of a child shall not be charged against the district emergency leave

benefit but, such employee absences relating to a child's illness shall be deducted from the employee's sick leave days.

The request for an emergency day, even though approval is given, must be in writing, stating the nature and reason for the request. This must be in the Superintendent's office as soon as possible after the fact.

#### **Section 9.04**        Professional Leave

All full-time employees, upon written request, shall be entitled to two (2) days paid leave for observance in their area of certification in other districts at the discretion of the Superintendent.

#### **Section 9.05**        Sabbatical Leave

Full-time professional employees shall be granted paid sabbatical leave in accordance with the provisions of the Public School Code, as amended, and Board Policy under such terms and conditions as are in effect at the time such leave is approved.

#### **Section 9.06**        Jury Duty Leave

The School Board shall pay to any full-time professional employee called for jury duty the difference between the regular daily rate of the employee and the amount received for jury duty, exclusive of payment for travel expense. If the employee pays over to the School District the amount received for service as a juror, no reduction will be made from the salary of the professional employee.

#### **Section 9.07**        Childbearing and Child Rearing Leave

Childbearing/child rearing leave shall be granted in accordance with the existing state laws and regulations.

#### **Section 9.08**        Right to Know

Employees on sabbatical, maternity or other long-term leave will inform the administration on or before the last day of May of the leave year of their intent to return to School District employment.

## ARTICLE X

### INSURANCE BENEFITS

#### **Section 10.01**      Hospitalization/Medical Insurance

The Board agrees to pay the premium for each full-time professional employee and the employee's eligible dependents equivalent to the present benefits to the Central Susquehanna Region School Employees' Health and Welfare Trust (CSRSEHWT). The Board agrees to pay 50% of the premium for each eligible regular part-time professional employee (excluding full-time substitutes) who also agrees to pay 50% of the premium for the full term of the contract.

Bargaining unit members who choose to participate in one of the District's health insurance plans shall have amounts withheld from their pay to contribute toward the cost of the insurance.

All employees shall be enrolled in the Capital Blue Cross PPO \$0. The composite rate effective for the 12 months beginning July 1, 2016 (and thereafter) shall be calculated annually in the preceding May based on May enrollment of bargaining unit members.

Effective January 1, 2020 bargaining unit members shall have the option to elect health care insurance coverage with either the Capital Blue Cross PPO \$250 or the Geisinger HealthCare Plan (GHP) \$250. The Summary of Benefits of each plan design are attached to this Agreement as Appendix "B."

The composite rate for those bargaining unit members who elect the Capital PPO 250 Plan is 15%. The composite rate for those bargaining unit members who elect the GHP 250 Plan is 13%. The composite rate effective for the 12 months beginning January 1, 2020 (and thereafter) shall be calculated annually in the preceding December based on the January enrollment of bargaining unit members.

On the last workday of the 2023-2024 school/work year, the employee fifteen (15%) or thirteen (13%) percent of the cost of the composite rate shall be converted to reflect the dollar amount contributed by the employee during the 2023-2024 school/work year. Said dollar amount will apply during the status quo and premium share will be a subject of bargaining for the successor agreement.

Should the Capital Blue Cross PPO \$250 Plan or the Geisinger GHP \$250 Plan no longer be offered by the CS Trust or should said plan subject the employer to the Affordable Care Act (ACA) excise tax, the parties agree to bargain an alternative Health Insurance Plan provided by the CS Trust. Any change to the Health Insurance plan shall be subject to the ratification of the Millville Area School District Board of Directors and the Millville Area Education Association membership.

If there are members of the bargaining unit who are married to other members of the bargaining unit, neither member shall be required to contribute toward the cost of health insurance.

Bargaining unit members who waive health insurance coverage are entitled to a cash payment of \$2,000 payable no later than the last paycheck in June. In order to execute his/her right under this option, the employee must fully execute the "Waiver of Health Insurance Benefit Form", (Appendix C). A bargaining unit member who had obtained other coverage and had waived coverage shall be entitled to reinstate his/her insurance coverage as provided for in Section 125 of the Internal Revenue Code and/or subject to the insurance plan enrollment period. Once the insurance coverage is reinstated, the extra payment, which will be paid with the June paycheck, shall be pro-rated for the amount of time the employee did not have insurance. The district shall establish this provision in a manner consistent with and to meet all requirements of Section 125 of the Internal Revenue Code as amended.

The District shall provide members with access to a Section 125 Flexible Spending Account and a Dependent Care Account for the purposes of health care expenses and dependent care expenses. These programs are considered voluntary for the employee and, therefore, at the employee's option. Employee contributions will be subject to the IRS annual limitations. Any unused monies can be rolled over into the subsequent year subject to the IRS annual limitations.

#### **Section 10.02      Dental Co-Insurance**

The Board agrees to pay the premium for all full-time professional employees and the employee's eligible dependents of a Dental Co-Insurance Program equivalent to the Central Susquehanna Region School Employees' Health and Welfare Trust Dental Care Plan 1. The Board agrees to pay 50% of the premium for each eligible regular part-time professional employee who also agrees to pay 50% of the premium for the full term of the contract.

#### **Section 10.03      Life Insurance**

The Board agrees to pay the premium for all certified full-time professional employees of a Group Term Life Insurance Policy, including accidental death and dismemberment benefits, based on the employee's annual salary granted to the next highest \$1,000.00 if not an even multiple thereof. The Board agrees to pay 50% of the premium for each eligible regular part-time professional employee who also agrees to pay 50% of the premium for the full term of the contract.

#### **Section 10.04      Vision Insurance**

The Board agrees to pay the premium for all full-time professional employees and eligible dependents of a vision insurance program equivalent to the Central Susquehanna Region School Employees Health and Welfare Trust Vision Care Plan "C". The program shall provide the following coverage as provided for in the 2012-2019 collective bargaining

agreement up to December 31, 2019. Effective January 1, 2020 the Vision coverage shall be:

Examination	UCR
Frames	\$72
Lenses: Single Vision	\$60
Bifocal	\$80
Trifocal	\$100
Aphakic	\$300
Contact Lenses:	\$500

**Section 10.05** All professional employee(s) must select coverage within the first twenty (20) days of employment and the coverage shall commence in accordance with the terms of the insurance policy(s).

**Section 10.06** The insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the employer ends, except this insurance coverage shall terminate on August 31<sup>st</sup> for employees whose active employment terminates following service of a full school term.

**Section 10.07** The insurance plans are in the form of a contract between the employer and the insured's carrier. No disputes over the insurance plans for any benefits shall be subject to the grievance procedure.

**Section 10.08** The employer is not responsible for the determination of liability to any employee under the insurance plan. The Employer's liability is limited to payment of premiums.

**Section 10.09** The employer shall have the unilateral right to change insurance carriers.

**Section 10.10** Reimbursement for Loss and Damage

The District agrees to reimburse bargaining unit members for any loss, damaged, or for destruction of clothing or personal property of the member while on duty in the school, on the school premises, or on school sponsored activity under the following conditions:

- a. the action of loss, damage or destruction is intentional
- b. there will be a \$200 maximum
- c. the item loss, damaged or destroyed has to be utilized as part of the employee's job and authorized to be in the bargaining unit members possession at the time of the damage or loss.



## ARTICLE XI

### RETIREMENT COMPENSATION

**Section 11.01** For employees retiring or who die in service, the following Retirement Compensation benefit shall apply:

Professional full-time employees, who have worked for the School District a minimum of ten (10) consecutive years, who permanently retire from the field of public education, shall upon the actual start of receiving benefits from the PSERS receive an amount equal to \$35.00 for each day of District accumulated sick leave up to a maximum of \$3,500.00 or 100 days. The Board agrees to pay for each regular part-time professional employee 50% of the full-time rate up to 50% of the maximum. Should a bargaining unit member die during the course of their employment, their estate shall be eligible to receive this benefit should they qualify at the time of their death.

**Section 11.02** Employees meeting the criteria in Section 11.01 who provide an irrevocable notice of retirement prior to January 15<sup>th</sup> of the final year of employment and who retire at the end of that school year shall receive an amount equal to \$50 for each day of District accumulated sick leave with no maximum. The Board agrees to pay for each regular part-time professional employee 50% of the full-time rate.

**Section 11.03** The Millville Area School District and the Millville Area Education Association agree to allow the Millville Area School District to deposit lump sum payouts for eligible accrued sick leave, unused personal leave, and other qualifying lump sum payments due the employee upon retirement into an employer authorized 403(b)(7) account. This benefit is subject to provisions and limitations of the agreement with the 403(b) (7) Governmental Plan adoption agreement then in effect. This benefit is not available to any retiree under the age of 55 due to potential unfavorable tax consequences.

## ARTICLE XII

### CREDIT REIMBURSEMENT

**Section 12.01** Reimbursement of College Course Credits Earned Beyond the Bachelor's Degree

Bargaining unit members shall be eligible for tuition reimbursement per year:

Nine (9) credits not to exceed the Bloomsburg University Graduate Credit Rate for Pennsylvania Residents to those bargaining unit members who do not possess a Master's Degree.

Six (6) credits not to exceed the Bloomsburg University Graduate Credit Rate for Pennsylvania residents to those bargaining unit members who do possess a Master's Degree.

The reimbursements are subject to the following conditions:

(1) Preapproved course, at the discretion of the Superintendent, through the Building Principal.

(2) Payment after verification that the course has been paid for and successfully completed (Grade of B) (requires proof of payment and official college transcript).

(3) Course required to be completed while employed in the School District.

(4) In order for an employee to qualify for lateral columnar movement, courses beyond those required for Level II Certification must be of graduate level (or "Bi-Level" if only offered as such). These courses may be taken through distance learning, such as the Internet, with the approval of the Superintendent, and may not be of a correspondence or video nature. Employees must successfully complete the course with a letter-grade equivalent to a grade of "B" or better.

(5) The deadline for submission of reimbursement requests to be included in the current school year shall be the first week of June.

(6) The cost of tuition, which has been reimbursed, will be paid back if the employee leaves the District before completing the following years of service:

<u>Years</u>	<u>Payback</u>
1	100%
2	75%
3	50%

However, payback of the cost of tuition shall not apply to those employees who leave the District for Retirement, Disability Retirement, Military Service, or Involuntary Termination.

#### **Section 12.02**      Prepayment for Courses

The school district will prepay 100% of the cost of the course up to the allowance provided the employee complies with all of the Section 12.01 requirements. In the event the Section 12.01 requirements are not met, the professional employee will reimburse the school district for the prepayment.

Prepayment will be made if notice is given 30 calendar days in advance. Completion of courses must be verified within 45 days or payroll deductions shall begin.

#### **Section 12.03**      Workshops and Conferences

The school district shall, upon written request, reimburse employees for pre-approved Workshops and/or Conferences as follows:

- (1) Mileage reimbursement at the contractual rate.
- (2) All registration fees.
- (3) Reasonable costs of meals and overnight lodging (where necessary).

**Section 12.04**      Lateral Step Credit

a. Salary adjustments for employees earning a Master's degree or blocks of 15 credits beyond the Master's degree shall be made two (2) times per year – at the beginning of the term if the degree or courses are completed by September 1, and at the beginning of the second semester if the degree or courses are completed by January 1. Proof of completion must be submitted before adjustments will be made. If proof of degree or course completion is submitted by 45 days from September 1, the adjustment will be retroactive to September 1. If proof of degree or course completion is submitted by 45 days from January 1, the adjustment will be retroactive to the start of the second semester. If proof of degree or course completion is not submitted within 45 days, there will be no retroactivity and the salary adjustment will be made at the beginning of the next term or semester.

b. All courses submitted for lateral step credit must comply with the provisions outlined in 12.01 (1-4).

**ARTICLE XIII**

**NO STRIKE/NO LOCKOUT**

**Section 13.01**      The Association recognizes that the School District must operate continuously and the employees need to perform their work so there is no interruption of services.

**Section 13.02**      The Association agrees that there shall be no strikes, slowdowns, stoppages, walkouts, sitdowns, concerted refusals to work overtime, or any other interruptions of work or impeding of work or to prevent or attempt to prevent the access of employees or anyone properly having access to School District facilities during the term of this contract (All of which are hereinafter referred to as "strike"). The Employer agrees there shall be no lockouts during the term of this Agreement. The Employer shall be under no obligation to discuss or bargain with the Association concerning employees on strike or concerning the subject of any strike so long as the strike occurs and/or continues during the term of this contract.

**Section 13.03**      In the event of any such strike, the Association agrees that it will in good faith and without delay exert itself to the fullest extent to bring about a prompt termination of such strike and will insist that the employee or employees involved therein shall return to work. In trying to end the strike, the Association's efforts shall include:

(a) Instruct by personal contact and writing that all employees involved end the strike and return to work and all other employees to continue to work.

(b) Notify the local newspapers that the strike is unauthorized by the Association, and any picket lines are to be ignored.

(c) Do not in any way aid, encourage, condone or support the employees involved in the strike.

**Section 13.04** The School District shall have the right to discipline, including discharge, any employee who causes, aids, supports, participates in such strike or does not continue to work. The School District's action shall not be subject to the grievance and arbitration procedures except to the extent of determining whether or not the employee did commit any of the above violations. If an arbitrator finds that an employee committed any of the above violations, he (the arbitrator) shall have no jurisdiction to change or modify the School District's discipline. If the arbitrator finds none of the above violations were committed, then this section does not apply, and any grievance shall be decided by the arbitrator in accordance with the remaining provisions of this Agreement.

## **ARTICLE XIV**

### **SEPARABILITY**

**Section 14.01** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

## **ARTICLE XV**

### **GENERAL PROVISION**

**Section 15.01** The terms "employee" and "employees" as used in this Agreement shall be deemed to apply only to those persons within the described bargaining units, and this Agreement shall apply to and affect only such persons.

**Section 15.02** This Agreement sets forth the complete agreement between the parties with respect to wages, hours and terms and conditions of employment in accordance with Act 195 and Article XI-A of the School Code (Act 88 of 1992).

**Section 15.03** No amendment, modification or addition to this Agreement mutually agreed to by the parties shall become effective unless it is reduced to writing and duly executed by the parties.

**Section 15.04** All rights or benefits which the employees acquire under the terms of this agreement shall extend only for the duration of this Agreement and shall then

terminate, unless expressly renewed or extended for an additional term by written agreement or by application of the automatic renewal clause in this Agreement.

**Section 15.05** The fringe benefits are applicable to only full-time employees unless specifically stated to the contrary in this Agreement.

**Section 15.06** All reference to employees in this Agreement designates both sexes and whenever the male gender is used, it shall be construed to mean male and female employees.

**Section 15.07** The Board agrees to permit the use of a school building for meetings of the bargaining unit on regular school days following the close of school or at any other reasonable time that a custodian is in the building. If a custodian must be assigned, the bargaining unit agrees to pay the cost of the custodian. Written requests for the use of the school building should be made to the Principal at least forty-eight (48) hours prior to the requested use of time. Such meetings must be approved and scheduled by the Principal.

**Section 15.08** The Association shall be entitled to use the bulletin board in the faculty room for the announcement of meetings, election of officers of the Association, and other material relating to Association business. The Association shall not post material detrimental to the labor/management relationship nor of a political or controversial nature.

**Section 15.09** The Association should have the right to use inter-school and intra-school mail facilities.

**Section 15.10** Mileage

Each professional employee, covered by this Agreement, who is required to use his personal vehicle for transportation while performing his assigned responsibilities and also required to use for transportation when attending an approved conference or workshop, shall be reimbursed at the current IRS rate.

**Section 15.11** Release Time

Special education teachers shall be granted at least one day and any additional time needed per year, at the discretion of the supervisory administrator, to do I.E.P. testing and related paperwork.

## **ARTICLE XVI**

### **PROFESSIONAL EMPLOYEE EVALUATION**

**Section 16.01** The evaluations of professional employees shall be based on the observations and evaluations made by properly certified personnel authorized to rate or

evaluate by the School Code of 1949, as amended. Such evaluations shall be made and/or approved by the Superintendent and the supervisor under whose supervision the major portion of the employee's duties are performed.

**Section 16.02** Any information regarding teacher evaluation or job performance to be placed in an employee's file shall be acknowledged by the professional employee's signature which shall not be construed to imply agreement, and the employee may attach a written statement.

## **ARTICLE XVII**

### **PERSONNEL FILE**

**Section 17.01** Each employee shall have the right, upon request and at a reasonable time, to review the contents of his/her personnel file in the presence of the Superintendent or his/her designated agent, but in no event to remove any of the contents.

Any material, complimentary or otherwise, to be placed in the School District file of an employee, shall be dated and may be acknowledged by the professional employee's signature. This signature shall not be construed to imply agreement with such material, and the employee may attach a written statement that explains his or her version of the material.

## **ARTICLE XVIII**

### **POSTING OF VACANCIES**

**Section 18.01** Any new position or any vacancy in an existing position shall be posted on faculty bulletin boards for not fewer than five (5) working days. During periods of school closure, such notices will be visibly posted at the District Office with a copy given to the president and designated building representative of the Millville Area Education Association.

## **ARTICLE XIX**

### **DEMOTED EMPLOYEES**

**Section 19.01** Demoted employees shall accrue full seniority as if working a completed schedule; however, they shall be compensated and receive benefits in accordance with the Regular Part-Time Employee provisions of this Agreement.

## ARTICLE XX

### SCOPE OF AGREEMENT

**Section 20.01** This Agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the School District and the Association. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all those terms and conditions. The parties acknowledged that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

## ARTICLE XXI

### TERM OF AGREEMENT

THIS AGREEMENT shall become effective on the 1st day of September 2019, except as indicated otherwise, and shall remain in full force and effect for a period of five (5) years up to and including the 31st day of August 2024. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. The parties hereto, through their duly authorized officers or representatives, and intending to be legally bound hereby have hereunto set their hands and seals this 11th day of November, 2019.

MILLVILLE AREA SCHOOL DISTRICT

By: Susan L Myers

By: Kristin Russell

MILLVILLE AREA EDUCATION ASSOCIATION

By: Carole Trovati

By: Dawn Ven

## APPENDIX “A”

MILLVILLE EA						
Base Year Salary Schedule						
2018-2019						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
16	1	\$ 44,173	\$ 44,973	\$ 45,373	\$ 45,773	\$ 46,173
15	2	\$ 45,449	\$ 46,249	\$ 46,649	\$ 47,049	\$ 47,449
14	3	\$ 46,725	\$ 47,525	\$ 47,925	\$ 48,325	\$ 48,725
13	4	\$ 48,001	\$ 48,801	\$ 49,201	\$ 49,601	\$ 50,001
12	5	\$ 49,277	\$ 50,077	\$ 50,477	\$ 50,877	\$ 51,277
11	6	\$ 50,553	\$ 51,353	\$ 51,753	\$ 52,153	\$ 52,553
10	7	\$ 51,829	\$ 52,629	\$ 53,029	\$ 53,429	\$ 53,829
9	8	\$ 53,105	\$ 53,905	\$ 54,305	\$ 54,705	\$ 55,105
8	9	\$ 54,381	\$ 55,181	\$ 55,581	\$ 55,981	\$ 56,381
7	10	\$ 55,657	\$ 56,457	\$ 56,857	\$ 57,257	\$ 57,657
6	11	\$ 56,933	\$ 57,733	\$ 58,133	\$ 58,533	\$ 58,933
5	12	\$ 58,209	\$ 59,009	\$ 59,409	\$ 59,809	\$ 60,209
4	13	\$ 59,485	\$ 60,285	\$ 60,685	\$ 61,085	\$ 61,485
3	14	\$ 60,761	\$ 61,561	\$ 61,961	\$ 62,361	\$ 62,761
2	15	\$ 62,037	\$ 62,837	\$ 63,237	\$ 63,637	\$ 64,037
1	16	\$ 63,313	\$ 64,113	\$ 64,513	\$ 64,913	\$ 65,313
Top	17	\$ 64,589	\$ 65,389	\$ 65,789	\$ 66,189	\$ 66,589



MILLVILLE EA						
Salary Schedule						
2019-2020						
TO TOP	STEP	B	M	M+15	M+30	M+45
16	1	\$ 46,175	\$ 46,975	\$ 47,927	\$ 48,327	\$ 48,727
15	2	\$ 47,175	\$ 47,975	\$ 48,927	\$ 49,327	\$ 49,727
14	3	\$ 48,175	\$ 48,975	\$ 49,927	\$ 50,327	\$ 50,727
13	4	\$ 49,451	\$ 50,251	\$ 50,927	\$ 51,327	\$ 51,727
12	5	\$ 50,727	\$ 51,527	\$ 51,927	\$ 52,327	\$ 52,727
11	6	\$ 52,003	\$ 52,803	\$ 53,203	\$ 53,603	\$ 54,003
10	7	\$ 53,279	\$ 54,079	\$ 54,479	\$ 54,879	\$ 55,279
9	8	\$ 54,555	\$ 55,355	\$ 55,755	\$ 56,155	\$ 56,555
8	9	\$ 55,831	\$ 56,631	\$ 57,031	\$ 57,431	\$ 57,831
7	10	\$ 57,107	\$ 57,907	\$ 58,307	\$ 58,707	\$ 59,107
6	11	\$ 58,383	\$ 59,183	\$ 59,583	\$ 59,983	\$ 60,383
5	12	\$ 59,659	\$ 60,459	\$ 60,859	\$ 61,259	\$ 61,659
4	13	\$ 60,935	\$ 61,735	\$ 62,135	\$ 62,535	\$ 62,935
3	14	\$ 62,211	\$ 63,011	\$ 63,411	\$ 63,811	\$ 64,211
2	15	\$ 63,487	\$ 64,287	\$ 64,687	\$ 65,087	\$ 65,487
1	16	\$ 64,763	\$ 65,563	\$ 65,963	\$ 66,363	\$ 66,763
Top	17	\$ 66,039	\$ 66,839	\$ 67,239	\$ 67,639	\$ 68,039

The 2019-2020 salary schedule reflects an increase of 4.25%. All bargaining unit members shall advance one step on the 2019-2020 salary schedule.

MILLVILLE EA						
Salary Schedule						
2020-2021						
TO TOP	<u>STEP</u>	<u>B</u>	<u>M</u>	<u>M+15</u>	<u>M+30</u>	<u>M+45</u>
16	1	\$ 47,623	\$ 48,623	\$ 50,527	\$ 51,327	\$ 52,127
15	2	\$ 48,623	\$ 49,623	\$ 51,527	\$ 52,327	\$ 53,127
14	3	\$ 49,623	\$ 50,623	\$ 52,527	\$ 53,327	\$ 54,127
13	4	\$ 50,623	\$ 51,623	\$ 53,527	\$ 54,327	\$ 55,127
12	5	\$ 51,899	\$ 52,899	\$ 54,527	\$ 55,327	\$ 56,127
11	6	\$ 53,175	\$ 54,175	\$ 55,527	\$ 56,327	\$ 57,127
10	7	\$ 54,451	\$ 55,451	\$ 56,527	\$ 57,327	\$ 58,127
9	8	\$ 55,727	\$ 56,727	\$ 57,527	\$ 58,327	\$ 59,127
8	9	\$ 57,003	\$ 58,003	\$ 58,803	\$ 59,603	\$ 60,403
7	10	\$ 58,279	\$ 59,279	\$ 60,079	\$ 60,879	\$ 61,679
6	11	\$ 59,555	\$ 60,555	\$ 61,355	\$ 62,155	\$ 62,955
5	12	\$ 60,831	\$ 61,831	\$ 62,631	\$ 63,431	\$ 64,231
4	13	\$ 62,107	\$ 63,107	\$ 63,907	\$ 64,707	\$ 65,507
3	14	\$ 63,383	\$ 64,383	\$ 65,183	\$ 65,983	\$ 66,783
2	15	\$ 64,659	\$ 65,659	\$ 66,459	\$ 67,259	\$ 68,059
1	16	\$ 65,935	\$ 66,935	\$ 67,735	\$ 68,535	\$ 69,335
Top	17	\$ 67,211	\$ 68,211	\$ 69,011	\$ 69,811	\$ 70,611

The 2020-2021 salary schedule reflects an increase of 3.75%. All bargaining unit members shall advance one step on the 2020-2021 salary schedule.

MILLVILLE EA						
Salary Schedule						
2021-2022						
TO TOP	STEP	B	M	M+15	M+30	M+45
16	1	\$ 49,800	\$ 51,050	\$ 53,430	\$ 54,430	\$ 55,430
15	2	\$ 50,800	\$ 52,050	\$ 54,430	\$ 55,430	\$ 56,430
14	3	\$ 51,800	\$ 53,050	\$ 55,430	\$ 56,430	\$ 57,430
13	4	\$ 52,800	\$ 54,050	\$ 56,430	\$ 57,430	\$ 58,430
12	5	\$ 53,800	\$ 55,050	\$ 57,430	\$ 58,430	\$ 59,430
11	6	\$ 54,800	\$ 56,050	\$ 58,430	\$ 59,430	\$ 60,430
10	7	\$ 55,800	\$ 57,050	\$ 59,430	\$ 60,430	\$ 61,430
9	8	\$ 57,076	\$ 58,326	\$ 60,430	\$ 61,430	\$ 62,430
8	9	\$ 58,352	\$ 59,602	\$ 61,430	\$ 62,430	\$ 63,430
7	10	\$ 59,628	\$ 60,878	\$ 62,430	\$ 63,430	\$ 64,430
6	11	\$ 60,904	\$ 62,154	\$ 63,430	\$ 64,430	\$ 65,430
5	12	\$ 62,180	\$ 63,430	\$ 64,430	\$ 65,430	\$ 66,430
4	13	\$ 63,456	\$ 64,706	\$ 65,706	\$ 66,706	\$ 67,706
3	14	\$ 64,732	\$ 65,982	\$ 66,982	\$ 67,982	\$ 68,982
2	15	\$ 66,008	\$ 67,258	\$ 68,258	\$ 69,258	\$ 70,258
1	16	\$ 67,284	\$ 68,534	\$ 69,534	\$ 70,534	\$ 71,534
Top	17	\$ 68,560	\$ 69,810	\$ 70,810	\$ 71,810	\$ 72,810

The 2021-2022 salary schedule reflects an increase of 4.00%. All bargaining unit members shall advance one step on the 2021-2022 salary schedule.

MILLVILLE EA						
Salary Schedule						
2022-2023						
TO TOP	STEP	B	M	M+15	M+30	M+45
16	1	\$ 51,975	\$ 53,751	\$ 55,855	\$ 56,855	\$ 57,855
15	2	\$ 52,975	\$ 54,751	\$ 56,855	\$ 57,855	\$ 58,855
14	3	\$ 53,975	\$ 55,751	\$ 57,855	\$ 58,855	\$ 59,855
13	4	\$ 54,975	\$ 56,751	\$ 58,855	\$ 59,855	\$ 60,855
12	5	\$ 55,975	\$ 57,751	\$ 59,855	\$ 60,855	\$ 61,855
11	6	\$ 56,975	\$ 58,751	\$ 60,855	\$ 61,855	\$ 62,855
10	7	\$ 57,975	\$ 59,751	\$ 61,855	\$ 62,855	\$ 63,855
9	8	\$ 58,975	\$ 60,751	\$ 62,855	\$ 63,855	\$ 64,855
8	9	\$ 59,975	\$ 61,751	\$ 63,855	\$ 64,855	\$ 65,855
7	10	\$ 60,975	\$ 62,751	\$ 64,855	\$ 65,855	\$ 66,855
6	11	\$ 62,251	\$ 63,751	\$ 65,855	\$ 66,855	\$ 67,855
5	12	\$ 63,527	\$ 65,027	\$ 66,855	\$ 67,855	\$ 68,855
4	13	\$ 64,803	\$ 66,303	\$ 67,855	\$ 68,855	\$ 69,855
3	14	\$ 66,079	\$ 67,579	\$ 68,855	\$ 69,855	\$ 70,855
2	15	\$ 67,355	\$ 68,855	\$ 69,855	\$ 70,855	\$ 71,855
1	16	\$ 68,631	\$ 70,131	\$ 71,131	\$ 72,131	\$ 73,131
Top	17	\$ 69,907	\$ 71,407	\$ 72,407	\$ 73,407	\$ 74,407

The 2022-2023 salary schedule reflects an increase of 4.00%. All bargaining unit members shall advance one step on the 2022-2023 salary schedule.

MILLVILLE EA						
Salary Schedule						
2023-2024						
TO TOP	STEP	B	M	M+15	M+30	M+45
16	1	\$ 55,627	\$ 57,007	\$ 59,007	\$ 61,007	\$ 63,007
15	2	\$ 56,377	\$ 58,007	\$ 60,007	\$ 62,007	\$ 64,007
14	3	\$ 57,127	\$ 59,007	\$ 61,007	\$ 63,007	\$ 65,007
13	4	\$ 57,877	\$ 60,007	\$ 62,007	\$ 64,007	\$ 66,007
12	5	\$ 58,627	\$ 61,007	\$ 63,007	\$ 65,007	\$ 67,007
11	6	\$ 59,377	\$ 62,007	\$ 64,007	\$ 66,007	\$ 68,007
10	7	\$ 60,127	\$ 63,007	\$ 65,007	\$ 67,007	\$ 69,007
9	8	\$ 60,877	\$ 64,007	\$ 66,007	\$ 68,007	\$ 70,007
8	9	\$ 61,627	\$ 65,007	\$ 67,007	\$ 69,007	\$ 71,007
7	10	\$ 62,627	\$ 66,007	\$ 68,007	\$ 70,007	\$ 72,007
6	11	\$ 63,627	\$ 67,007	\$ 69,007	\$ 71,007	\$ 73,007
5	12	\$ 64,627	\$ 68,007	\$ 70,007	\$ 72,007	\$ 74,007
4	13	\$ 65,903	\$ 69,007	\$ 71,007	\$ 73,007	\$ 75,007
3	14	\$ 67,179	\$ 70,007	\$ 72,007	\$ 74,007	\$ 76,007
2	15	\$ 68,455	\$ 71,007	\$ 73,007	\$ 75,007	\$ 77,007
1	16	\$ 69,731	\$ 72,007	\$ 74,007	\$ 76,007	\$ 78,007
Top	17	\$ 71,007	\$ 73,007	\$ 75,007	\$ 77,007	\$ 79,007

The 2023-2024 salary schedule reflects an increase of 4.00%. All bargaining unit members shall advance one step on the 2023-2024 salary schedule.

SUMMARY OF COST-SHARING	Amounts Members Are Responsible For:	
	Participating Providers	Nonparticipating Providers
<b>Deductible</b> (per annual benefit period) <i>Deductible applies to all services unless a Copayment is applied or otherwise noted</i>	\$250 per member \$750 per family	\$500 per member \$1,000 per family
<b>Copayments</b>		
• Office Visits (Family Practitioner, General Practitioner, Internist, Pediatrician)	\$20 copayment per visit	30% coinsurance
• Specialist Office Visit	\$40 copayment per visit	30% coinsurance
• Emergency Room	\$100 copayment per visit, waived if admitted	
• Urgent Care	\$50 copayment per visit	30% coinsurance
• Inpatient (Per Admission)	Not Applicable	50% coinsurance
• Outpatient Surgery Copayment (facility)	Not Applicable	50% coinsurance
<b>Coinsurance</b>	10% coinsurance	30% coinsurance
<b>Coinsurance Out-of-Pocket Maximum</b> (includes coinsurance amounts) When this amount is satisfied, no further coinsurance is applied.	\$400 per member \$1,200 per family	\$3,000 per member \$6,000 per family
<b>Maximum Out-of-Pocket Liability</b> (Includes coinsurance, copayment and deductible amounts) When this amount is satisfied, there are no further member out-of-pocket costs for services that are provided by participating providers.	\$3,950 per member \$7,900 per family	No maximum. Copayments continue to be your out-of-pocket cost. Also, balance billing by nonparticipating providers continues to be your out-of-pocket cost.
<b>Coverage Lifetime Maximum</b>	Unlimited	Unlimited

SUMMARY OF BENEFITS	Limits and Maximums	Amounts Members Are Responsible For:	
		Participating Providers	Nonparticipating Providers
PREVENTIVE CARE: Administered in accordance with Preventive Health Guidelines and PA state mandates			
Preventive Care Services			
• Pediatric Preventive Care		Covered in full, waive deductible, no copay	30% coinsurance after deductible
• Adult Preventive Care		Covered in full, waive deductible, no copay	30% coinsurance after deductible
Pediatric Immunizations		Covered in full, waive deductible	30% coinsurance, waive deductible
Mammograms			
• Screening Mammogram (age 40 and older)	One per 12 month period	Covered in full, waive deductible	30% coinsurance, waive deductible
Gynecological Services			
• Screening Gynecological Exam	One per 12 month period	Covered in full, waive deductible, no copay	30% coinsurance, waive deductible
• Screening Pap Smear	One per 12 month period	Covered in full, waive deductible	30% coinsurance, waive deductible
BENEFITS LISTED BELOW APPLY ONLY AFTER BENEFIT PERIOD DEDUCTIBLE IS MET			
Acute Care Hospital Room & Board		10% coinsurance after deductible	50% coinsurance after deductible
Acute Inpatient Rehabilitation	60 days/benefit period	10% coinsurance after deductible	50% coinsurance after deductible
Skilled Nursing Facility	100 days/benefit period	10% coinsurance after deductible	50% coinsurance after deductible
Surgery			
• Surgical Procedure		10% coinsurance after deductible	30% coinsurance after deductible
• Anesthesia		10% coinsurance after deductible	30% coinsurance after deductible
Maternity Services and Newborn Care		10% coinsurance after deductible	30% coinsurance after deductible
Diagnostic Services			
• Radiology		10% coinsurance after deductible	30% coinsurance after deductible
• Laboratory		10% coinsurance after deductible	30% coinsurance after deductible
Outpatient Therapy Services			
• Physical Medicine		Copayment per visit	30% coinsurance after deductible
• Occupational Therapy		Copayment per visit	30% coinsurance after deductible
• Speech Therapy		Copayment per visit	30% coinsurance after deductible
• Manipulation Therapy		Copayment per visit	30% coinsurance after deductible
Emergency Services		Covered in full, waive deductible Emergency room copayment applies, waived if admitted	
Medical Transport			
• Emergency Ambulance		Covered in full, waive deductible	
• Non-Emergency Ambulance		10% coinsurance after deductible	30% coinsurance after deductible

SUMMARY OF BENEFITS (CONTINUED)	Limits and Maximums	Amounts Members Are Responsible For:	
		Participating Providers	Nonparticipating Providers
<b>Mental Health Care Services</b>		10% coinsurance after deductible	30% professional and 50% facility coinsurance after deductible
• Inpatient Services			
• Outpatient Services		Copayment per visit	30% professional and 50% facility coinsurance after deductible
<b>Substance Abuse Services</b>		10% coinsurance after deductible	30% professional and 50% facility coinsurance after deductible
• Rehabilitation – Inpatient			
• Rehabilitation – Outpatient		Copayment per visit	30% professional and 50% facility coinsurance after deductible
<b>Home Health Care Services</b>	90 visits/benefit period	10% coinsurance after deductible	50% coinsurance after deductible
<b>Hospice Care</b>		10% coinsurance after deductible	30% coinsurance after deductible
<b>Durable Medical Equipment (DME)</b>		10% coinsurance after deductible	30% coinsurance after deductible
<b>Prosthetic Appliances and Orthotic Devices</b>		10% coinsurance after deductible	30% coinsurance after deductible
<b>Diabetic Supplies and Education</b>		10% coinsurance after deductible	30% coinsurance after deductible

OTHER STANDARD PLAN FEATURES	
<b>Preauthorization</b>	Preauthorization is a clinical program in which our nurses work with physicians to approve and monitor certain health care services prior to the delivery of services. The purpose of Preauthorization is to ensure all members receive medically appropriate treatment to meet their individual needs.
<b>Disease Management</b>	Disease Management Programs are a collaborative process that assess the health needs of a member with a chronic condition and provides education, counseling and on-demand information designed to increase a member's self-management of his/her diabetes, asthma, heart disease, and/or depression.
<b>Nurse Line</b>	Nurse Line is staffed 24 hours a day, 7 days a week by experienced Registered Nurses to provide information and support for any health-related concern. Call 800-452-BLUE.
<b>mycapbluecross.com</b>	Members register for on-line access to their personal account to check claim status, compare hospital quality and treatment costs, print temporary proof of coverage, read the SimplyWell <sup>SM</sup> member newsletter, view explanation of benefits, and much more.

**STANDARD BENEFIT EXCLUSIONS.** The following list highlights *some* standard benefit exclusions. It is **NOT** intended to be a complete list or a complete description of all categories of benefit exclusions.

Cosmetic procedures – Acupuncture – Routine foot care – Eyeglasses, contact lenses, or vision examinations for prescribing or fitting eyeglasses or contact lenses – Corneal surgery and other procedures to correct refractive errors – Prescription and over-the-counter drugs dispensed by a pharmacy or home health care agency provider – Hearing aids or examinations for the prescription or fitting of hearing aids – All dental services rendered after stabilization of a member in an emergency following an accidental injury – Treatment of obesity, except for surgical treatment of morbid obesity – Any treatment leading or relating to or in connection with assisted fertilization, including donor services – Certain non-neonatal circumcisions – Procedures to reverse sterilization

**THIS IS NOT A CONTRACT.** This information highlights *some* of the benefits available through this program and is **NOT** intended to be a complete list or complete description of available services.

Inpatient admissions as well as certain other services and equipment may require preauthorization.

Participating providers agree to accept our allowance as payment in full—often less than their normal charge.

If you visit a nonparticipating provider, you are responsible for paying the deductible, coinsurance and the difference between the nonparticipating provider's charges and the allowable amount. Nonparticipating providers may balance bill the member.

For more information or to locate a participating provider, visit [www.cabbluecross.com](http://www.cabbluecross.com).

Contact Capital BlueCross Customer Service Department at 1-866-787-9872 for the applicable benefit period.

Autism Spectrum Disorders are covered as mandated by Pennsylvania state law for group size > 51.

*Benefits are underwritten by Capital Advantage Assurance Company®, a subsidiary of Capital BlueCross. Independent licensee of the BlueCross BlueShield Association. Communications issued by Capital BlueCross in its capacity as administrator of programs and provider relations for all companies*

**Central Susquehanna Trust – RX Plan Benefit Summary**  
**PPO 250 & 500 OPTION**

**PRESCRIPTION DRUG COVERAGE**

\* Retail (1-31 day supply): \$50 Deductible\*\* per person; \$150 family aggregate; per calendar year. (Deductible applies to all retail-purchased drugs.)

Generic	\$10 copayment
Formulary	\$35 copayment
Non-Formulary	\$75 copayment

\*Mail Order (up to 90 day supply): No Deductible

Generic	\$20 copayment
Formulary	\$70 copayment
Non-Formulary	\$150 copayment

Mail Incentive Plan for Maintenance Drugs:

For Mail Order use of all maintenance refills, the standard Mail Order copays listed above apply. If Member chooses refill of maintenance drugs at Retail, three refills will be allowed at Retail for maintenance drugs. On the fourth refill, Member must use Mail Order. If not, Retail cost will be charged at 100% of the drug cost at the pharmacy.

\*Generic Incentive Plan – applies to Retail and Mail Order:

If the Brand medication is purchased when a generic is available, Member is responsible for the Copayment + Difference in cost of Brand vs. Generic Equivalent.

\*\* The Deductible is charged at the pharmacy and tracked electronically within the Medco system.

Updated November 2012



**PA Trust/Central Susquehanna Trust**  
**HMO 250**  
**Administered by GIIC**  
**Summary of Benefits**

**Deductible (per annual benefit period)** \$250 single  
\$750 family

Deductible must be satisfied every coverage period before coinsurance applies.  
 Copayments do not apply to the deductible.

**Coinsurance (per annual benefit period)** 10%

**Coinsurance Maximum** \$400 single  
\$1,200 family

Deductible does not apply to coinsurance maximum.

**Maximum out-of-pocket** \$7,900 single  
\$15,800 family  
 (Deductible, coinsurance, and copayments as applicable  
 to medical and pharmacy benefits apply)

**SERVICES covered when medically necessary**

**You Pay**

<b>SERVICES covered when medically necessary</b>		<b>You Pay</b>
<b>PCP Office Services</b>		
Office visits.		\$20 per visit
Periodic health assessments/routine physicals.		\$20 per visit
<b>Preventive Services For a Full list of preventive services refer to <a href="http://www.healthcare.gov/coverage/preventive-care-benefits">www.healthcare.gov/coverage/preventive-care-benefits</a> including but not limited to:</b>		
Mammograms.		\$0
Immunizations covered in accordance with accepted medical practices, excluding immunizations necessary for international travel.		\$0
Pap smears.		\$0
Chlamydia screening for females ages 16-25.		\$0
Dexa scan.		\$0
Fecal occult blood testing.		\$0
Cholesterol screening.		\$0
Diabetes care including HbA1c testing, LDL-C screening and nephropathy screening.		\$0
Lipid panel.		\$0
Newborn screening: one hematocrit and hemoglobin screening for infants under 24 months.		\$0
<b>Colorectal Cancer Screening</b>		
Colorectal cancer screening, limited to flexible sigmoidoscopy, colonoscopy and related services covered 100%. Includes preparation medication.		\$0
<b>Well-Child Services</b>		
Well-child office visits (age 0-21)		\$0
<b>Testing Services</b>		
X-rays, laboratory and other diagnostic tests.		10% after deductible
Computed Axial Tomography (CAT Scan), Magnetic Resonance Imaging (MRI), and Position Emission Tomography (PET Scan), Magnetic Resonance Angiography (MRA) and nuclear cardiology.		10% after deductible
<b>All Other Diagnostic Services</b>		

Ostomy supplies.	10% after deductible
Medically necessary urological supplies.	10% after deductible
Other diagnostic services.	10% after deductible
<b>Specialist Office Services</b>	
Office visits.	\$40 per visit
Office procedures.	10% after deductible
<b>Well-Woman Care</b>	
Annual gynecological examination.	\$0
<b>Maternity Care</b>	
Office Visits by your physician before and after the birth of your baby	\$20 copayment for first visit only, subsequent visits no charge.
Maternity hospitalization.	10% after deductible
<b>Outpatient Facility and Physician Services</b>	10% after deductible
<b>Hospitalization</b>	
Medical and surgical specialist care, including anesthesia.	10% after deductible
Care in a semi-private room at a participating facility. Includes intensive care, cardiac care unit services, obstetrical care, newborn care, medications, diagnostic tests and transplant services.	10% after deductible
<b>Surgery for Correction of Obesity</b>	
Facility charges.	\$2,000 (does not apply to out-of-pocket maximum)
Professional charges.	10% after deductible
<b>Emergency Services</b>	
Emergency care.	\$100 per visit (waived if admitted)
Emergency ambulance transportation.	\$0
Critical response air transport.	\$0
Out-of-area urgent care.	\$40 per visit
<b>Rehabilitation Services</b>	
Physical therapy , occupational therapy and speech therapy.	\$40 per visit
Cardiac rehabilitation, outpatient, up to 36 sessions/benefit year.	\$0
Pulmonary rehabilitation benefit, outpatient, limit to 36 sessions per benefit year	\$0
<b>Diabetes Services and Supplies<sup>1</sup></b>	
Diabetic eye examinations.	\$0
Prescription/supply coverage: Lifescan test strips, box of 100 test strips per copayment (One-Touch, One-Touch Ultra, Surestep and FastTake) and lancets are covered. The following may be limited to specific vendors: insulin, syringes and needles for the administration of insulin only, oral agents used to control blood sugar (1 copayment/34 day supply) and Glucagon emergency kit (two per copayment). Mail order discount does not apply.	Tier 1: \$10 for 34-day supply Tier 2: \$30 for 34-day supply Tier 3: \$75 for 34-day supply
Diabetic foot orthotics.	10% after deductible
Home blood glucose monitors: Lifescan brand diabetic supplies only. Must be purchased at a participating pharmacy.	\$0
Diabetic medical equipment: The following may be limited to specific vendors: injection aids, insulin pumps, syringe reservoirs and infusion sets.	\$0
<i><sup>1</sup>The Plan reserves the right to restrict vendors and apply quantity limitations.</i>	
<b>Skilled Nursing/Home Health Services</b>	
Short-term, non-custodial medical care in a licensed, skilled nursing facility, as approved by a Plan physician and the Plan, for up to 60 days.	10% after deductible
Home health care by other participating skilled professional.	\$0
Hospice care: home and inpatient care including home health aide and homemaker services, counseling and medical social services.	\$0
<b>Breast Prosthetic Benefit</b>	\$0
<b>Implanted Devices (medical and contraceptive)</b>	
Drug delivery	50%
Contraceptives	\$0
<b>Specialty Drugs</b>	
For select high-cost specialty drugs. \$1,500 maximum out-of-pocket per benefit year.	\$100 per injection/infusion

<b>Durable Medical Equipment</b>	
Equipment which can stand repeated use, such as wheelchairs, hospital beds and oxygen equipment. Standard equipment is covered when prescribed by a participating provider, purchased from a participating vendor. The Plan reserves the right to restrict vendor.	\$0
<b>Prosthetic Devices</b>	
Externally worn appliance or apparatus which replaces a missing body part, such as artificial limbs. Must be prescribed by participating provider. Medically necessary replacements covered every 5 years.	\$0
<b>Orthotic Devices</b>	
Rigid appliance used to support, align or correct bone and muscle deformities. Must be prescribed by participating provider.	50%
<b>Alcohol and Drug Abuse Treatment...2</b>	
Inpatient detoxification.	10% after deductible
Non-hospital residential inpatient rehabilitation.	10% after deductible
Outpatient rehabilitation at an alcoholism/drug abuse facility.	10% after deductible
<i>2No PCP referral required. Services must be provided by facilities participating with the Plan's behavioral health manager. Call (888) 839- 7972 for more information. Pre-authorization is required for all services except routine outpatient visits.</i>	
<b>Outpatient Opioid Detoxification Treatment...3</b>	
Subutex and Suboxone are covered as part of this treatment.	\$0
<i>3No PCP referral required. Services must be provided by facilities participating with the Plan's behavioral health manager. Call (888) 839- 7972 for more information. Pre-authorization is required for all services except routine outpatient visits.</i>	
<b>Mental Health...4</b>	
Mental health care by psychiatrist, licensed clinical psychologist or other licensed behavioral health professional.	\$20 per visit /individual therapy session \$20 per visit /group therapy session
<i>4Services must be provided by facilities participating with the Plan's behavioral health manager. Call (888) 839-7972 for more information. Pre-authorization is required for all services except routine outpatient visits.</i>	
<b>Serious Mental Illness (SMI) 5</b>	
Care provided for the following serious mental illnesses: schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depressive disorder, panic disorder, anorexia nervosa, bulimia nervosa, schizo-affective disorder and delusional disorder. Care for these conditions by a participating provider facility.	10% after deductible/ inpatient facility 10% after deductible/inpatient professional visit 10% after deductible/partial hospitalization day
<i>5Services must be provided by facilities participating with the Plan's behavioral health manager. Call (888) 839-7972 for more information. Pre-authorization is required for all services except routine outpatient visits.</i>	
<b>Autism Spectrum Disorder 6</b>	
Care provided for members under 21 years of age for the treatment of autism spectrum disorders (as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental disorders (DSM), or its successor including autistic disorder, Asperger's disorder and Pervasive Development Disorder not otherwise specified.) which includes, pharmacy, psychiatric and psychological, rehabilitative and therapeutic care.	
Pharmacy care	Copayment per outpatient prescription drug or 50% coinsurance for members with no prescription drug coverage
Psychiatric and Psychological Care: direct or consultative services provided by a psychiatrist or psychologist.	\$20 per visit individual therapy session / \$20 per visit group therapy session
Rehabilitative Care: professional services and treatment programs, including applied behavioral analysis, provided by an autism service provider to produce socially significant improvements in human behavior or to prevent loss of attained skill or function.	\$40 per day
Therapeutic Care: includes services provided by speech pathologists, occupational therapists or physical therapists.	\$40 per day
<i>6For psychiatric, psychological and rehabilitative care, services must be provided by facilities participating with the Plan's behavioral health manager. Call (888) 839-7972 for more information. Pre-authorization is required for all services except routine outpatient visits.</i>	
<b>Additional Services</b>	

### You Pay

<b>Non-Serious Mental Illness</b>	
Non-Serious mental illnesses that exclude schizophrenia, bipolar disorder, obsessive-compulsive disorder, major depressive disorder, panic disorder, anorexia nervosa, bulimia nervosa, schizo-affective disorder and delusional disorder. Care for acute short-term psychiatric conditions in a participating provider facility: No PCP referral required. Services must be provided by facilities participating with the Plan's behavioral health manager. You must receive pre-authorization by calling (888) 839-7972.	10% after deductible inpatient facility 10% after deductible/inpatient professional visit 10% after deductible/partial hospitalization day

<b>Eye Exams</b>	
One eye exam per year to determine the refractive error of the eye. No PCP referral required.	\$0
<b>Impacted Wisdom Teeth Extraction</b>	
Oral surgery by participating provider for extraction of partially or totally bony impacted third molars. Service covered in the physician's office. Hospital and ambulatory surgical center services are not covered.	\$0
<b>Triple Choice Option for Outpatient Prescription Drugs</b>	
34-day supply per copayment for outpatient prescription drugs from a participating pharmacy. Most covered drugs are listed on the formulary, a continually updated list of commonly covered drugs. Each drug assigned to a tier. Tier 1: most generic drugs; prior authorization is generally not required. Tier 2: certain generic drugs and formulary brand name drugs with no generic equivalent; prior authorization may be required. Tier 3: some formulary brand name drugs with generic equivalents and other brand name drugs, including some not listed on the formulary; it may include certain generic drugs; prior authorization may be required. Provider must request prior authorization. For information call Pharmacy Services at (800) 988-4861.	Tier 1: \$10 for 34-day supply Tier 2: \$30 for 34-day supply Tier 3: \$75 for 34-day supply
Contraceptives; includes diaphragms.	\$0 generic / \$0 brand name drugs with no generic equivalent
Mail Order Pharmacy. Prescriptions can be received through the mail by using the Plan's mail order pharmacy program. A doctor's prescription, copayment and completed form are required.	2 flat copays amount(s) depending on tier/90 -day supply
<i>The Plan reserves the right to restrict vendors and apply quantity limitations.</i>	

#### Additional discounts

Through our Accessories Program, you have access to money-saving discounts on a host of health-related products and services, with no referral necessary.

- Acupuncture
- Fitness centers memberships
- Massage therapy
- Chiropractic care
- LASIK vision correction
- Safe Beginnings ®
- Eyewear and eye exams
- Mail order contact lenses
- Weight Watchers ®

#### Member Information

We want our members to be well informed. The following information is available by contacting our Customer Service Team at (844) 863-6850.

- Geisinger Health Plan Board of Directors
- Summary of provider reimbursement
- Provider List and/or monthly Provider List methodologies Updates
- Description of process for Formulary exception
- Procedures for covering experimental drugs/procedures
- Pharmacy formulary
- Provider credentialing process
- Summary of quality assurance program
- Provider privileges at contracted hospitals

*This document is intended as an easy-to-read summary. Benefits, limitations and exclusions are provided in accordance with the Plan Document under which a member is enrolled. This managed care plan may not cover all your health care expenses. Read your Plan Document carefully to determine which health care services are covered.*

## APPENDIX "C"

### WAIVER OF HEALTH INSURANCE BENEFITS AND RELEASE OF CLAIMS AGAINST THE DISTRICT/ASSOCIATION

THIS AGREEMENT entered into by and between the Millville Area School District and the Millville Area Education Association and \_\_\_\_\_, a Bargaining Unit Member of said District.

WHEREAS, the parties have negotiated an agreement permitting Bargaining Unit Members to elect to receive financial compensation in lieu of the District providing medical insurance; and

WHEREAS, the negotiated Collective Bargaining Agreement requires the Bargaining Unit Member to execute a waiver and release of claims against the District and the Association.

NOW THEREFORE, in consideration of the payment contemplated by this agreement and intending to be legally bound, the undersigned Bargaining Unit Member having fully read the provisions of this agreement does hereby agree as follows, to wit:

I understand that I hereby choose not to participate in the Medical Insurance Plan negotiated. I understand that I shall be paid an amount of \$2,000.00, and that payment shall be made no later than the last paycheck in June. I further understand that, should I qualify under Section 125, the Internal Revenue Code, as amended, I may reinstate Medical Insurance coverage at the earliest possible eligible date permitted by the Carrier, however, I shall be subjected to a prorated reduction in monies corresponding for the time period I rejoined the District's group Medical Insurance Plan.

Knowing and understanding the above, I hereby elect not to participate or utilize Medical Insurance.

I do further on behalf of myself, my heirs, executors, administrators, and assigns, release and discharge the District and the Association from all rights, claims, losses, or actions which may result from the signing of this Waiver.

I further understand that as a result of signing this waiver and release, I may not have Medical Insurance coverage. (YOU ARE ADVISED TO REVIEW ANY OTHER APPLICABLE COVERAGE OR POLICIES OF MEDICAL INSURANCE TO DETERMINE THE EFFECT, IF ANY, OF THIS WAIVER AND RELEASE WITH REGARD TO ANY OTHER COVERAGES. THE DISTRICT MAKES NO REPRESENTATION AS TO WHETHER OTHER COVERAGE WILL OR WILL NOT BE IN EFFECT.)

Intending to be legally bound hereby, I hereunto set my hand and seal to this waiver of Medical Insurance Benefits and Release of Claims.

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

READ CAREFULLY BEFORE SIGNING.

\_\_\_\_\_  
Bargaining Unit Member / Date

\_\_\_\_\_  
Witness / Date

## **MEMORANDUM OF UNDERSTANDING**

### **Millville Area Educators' Sick Leave Bank Rules and Regulations**

#### **I. Membership**

A. Membership in the Millville Area Educators' Sick Leave Bank (hereinafter "Bank") is open to all bargaining unit employees of the Millville Area School District.

B. Membership in the Bank will be granted upon completion of an Application for Membership (Form A) and donation of one (1) day of sick leave, within the first ten (10) days of each school year.

C. Employees who begin work after the opening of the school year will have ten (10) working days in which to become members of the Bank.

D. Faculty Representatives of the Millville Area Education Association and members of the Board of Directors of the Bank will contact eligible employees concerning membership.

E. Eligible employees not contacted for membership must accept the responsibility of notifying the Board of Directors in writing of their desire to participate, within the established time limits.

F. Membership must be renewed each year in order to retain all benefits of the Bank.

G. Since unused days are accumulated by the Bank, if in any school year the balance of days as of June 30 is two hundred (200) or more, members from the previous year may renew membership without donating an additional day of sick leave. New members will be required to donate one (1) day of sick leave as required for regular membership.

#### **II. Board of Directors**

A. The Board of Directors of the Millville Area Educator's Sick Leave Bank shall consist of five (5) members, four (4) of whom are elected by the members of the Bank. There will be one director elected from each the elementary level, intermediate level, junior high level, and senior high level. The President of the Millville Area Education Association or a designee will serve as the other member of the Board. Upon ratification of this agreement, a sixth (6<sup>th</sup>) member will be added to the Board of Directors. The sixth member shall be a representative of the Millville Area School District Board of Directors.

B. Directors will serve for a term of two years or may serve no more than three (3) consecutive terms. The Board of Directors shall choose a chairperson and a secretary from their members. These officers will be responsible for completing all necessary records and reports as required by these Rules and Regulations.

C. The Board of Directors will meet regularly in September, January, and May of each year. Special meetings may be held when necessary.

D. Vacancies on the Board of Directors will be filled by appointments made by the Representative Council of the Millville Area Education Association. Such appointments will be for the remainder of the unexpired term.

E. The Board of Directors will have the following duties and responsibilities:

1. Preparation and distribution of election materials, conducting elections, and notification to members of election results.

2. Preparation, distribution, and collection of all application forms, rosters, receipts, and other forms deemed necessary.

3. Maintaining accurate membership records and individual files on members who apply for benefits.

4. Consideration and approval or rejection of all applications for benefits from the Bank.

5. Working cooperatively with the Millville Area School District to insure proper and efficient operation of the Bank.

6. Prepare and submit to the District by June 30 of each year an annual report which will include:

- a. Membership
- b. Utilization
- c. Days accrued and used
- d. Requests approved and rejected
- e. Any other information deemed necessary

7. Review and revise the Rules and Regulations of the bank as necessary.

F. No member of the Board of Directors or of the Millville Area Education Association, nor the Millville Area Education Association, nor the Millville Area School District shall be liable for any decisions under these Rules and Regulations.

### III. Operation

A. Application for benefits from the Sick Leave Bank will be subject to the following terms and conditions:

1. The long-term illness\* or injury must be such that it is unavoidable during the school year and necessitates absence from professional duties. (\*Includes Cesarean section)

A member may apply for withdrawal from the sick bank for reasons including, but not limited to, surgery, cardiovascular illness, respiratory illness, brain and nerve injury, malignancy, injury resulting from an accident or an illness or accident which causes disability. The sick leave bank is reserved for members to whom these catastrophic illnesses or accidents occur. *Withdrawal due to the illness or accident of a spouse or family member is not permitted.*

2. The Sick Leave Bank cannot be used for:
  - a. Normal Pregnancy
  - b. Cosmetic Surgery
  - c. Elective Surgery
  - d. Non-Emergency Surgery
  - e. Employees utilizing Worker's Compensation, Parental or Family Medical Leave.
3. The employee must have used all accrued personal sick leave days and must satisfy the required waiting period.
4. The employee must report for examination by a doctor designated by the Board of Directors if requested. This examination will be at the expense of the employee.
5. A waiting period of five (5) days is required before days from the Sick Bank will be granted, which will begin upon the receipt of the application (Form B) and a doctor's statement explaining the nature of the illness or injury and giving an anticipated length of absence.
6. Sick Leave Bank benefits will apply to working days as defined by the school calendar.
7. Within seven (7) days of returning to work, the employee must submit to the Board of Directors a completed, Notification of Return to Work (Form C) including an appropriate doctor's release. Failure to promptly submit this form may result in any number of paid leave days granted by the Bank to be revoked.



B. Distribution of sick leave days from the Bank will be made on a first come, first served basis by the Board of Directors.

1. Each application for benefits will be dealt with on an individual basis and either approved or rejected by a majority vote of the Board of Directors.

2. Sick Bank Days are available to members on a ratio of ten (10) days per year of service and continuous membership to the Sick Leave Bank. This will continue until the member reaches the maximum amount of one hundred (100) days.

One (1) Year Membership to Bank = Ten (10) Maximum Leave Days  
Two (2) Year Membership to Bank = Twenty (20) Maximum Leave Days  
Three (3) Year Membership to Bank = Thirty (30) Maximum Leave Days,  
and increment of Maximum Leave Days shall continue in the  
same manner through Nine (9) Year Membership to Bank.  
Ten (10) or More Years of Service = Maximum of One Hundred (100)  
Leave Days

3. A maximum of one hundred (100) consecutive days may be used by a Sick Bank Member, followed by a period of ninety (90) working days on the job before the member will be considered eligible for additional Sick Bank days. *In the event of a catastrophic, long-term or terminal illness or injury, the Board of Directors may grant more than the maximum number of consecutive days specified.*

4. The draw of Sick Leave Bank days may extend from the termination of one school year to the beginning of the next.

C. The following forms, attached to these Rules and Regulations, will be used by the Millville Area Educators' Sick Leave Bank until such time as they may be revised or eliminated by the Board of Directors. All forms needed by members will be available through faculty representatives of the Association, members of the Board of Directors, or the school district administration.

1. Form A – Application for Membership – Authorizes transfer of one (1) day of personal sick leave to the Bank.

2. Form B – Application for Benefits – Submitted to the Board of Directors for approval of benefits.

3. Form C – Notification of Return to Work – Submitted to the Board of Directors within seven (7) days of return.

4. Form D – Membership Receipt – Given to member to verify membership, copy to school district administration.

5. Form E – Membership Roster – Record of all members and nonmembers, copy to school district administration.

6. Form F – Verification Form – Verifies granting of benefits to member by Board of Directors, copy to school district administration.

#### IV. Termination

A. Members who voluntarily withdraw or terminate membership in the Bank shall forfeit any sick leave days donated to the Bank.

B. Should the Millville Area Educators' Sick Leave Bank be terminated for any reason, any member receiving benefits at the time of termination will continue to receive benefits to the maximum allowed by these Rules and Regulations.

C. Upon termination of the Bank, accumulated sick leave days will be distributed equally, to the nearest half day, to all members of the Bank at the time of termination.

Millville Area Educators' Sick Leave Bank

APPLICATION FOR MEMBERSHIP

I, \_\_\_\_\_, hereby apply for membership in the Millville Area Educators' Sick Leave Bank. I authorize the Millville Area School District to transfer one (1) personal sick leave day for the school year \_\_\_\_\_ - \_\_\_\_\_ to the Bank to be used at the discretion of the Board of Directors.

I understand that by giving this authorization I become a member of the Bank for the current school year only and that I am not obligated to continue membership in the future.

I further understand that I am hereby giving permission for the Board of Directors to request and for the Millville Area School District to provide any information concerning my sick leave history in the event that I should request benefits from the Bank.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Building\_\_\_\_\_

.....

I, \_\_\_\_\_, do not wish to become a member of the Millville Area Educators' Sick Leave Bank for the school year \_\_\_\_\_ - \_\_\_\_\_ and understand that I will not be eligible for membership during the current year at a later date.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Building\_\_\_\_\_

Faculty Rep or Board Member\_\_\_\_\_

Millville Area Educators' Sick Leave Bank

APPLICATION FOR BENEFITS

I, \_\_\_\_\_, hereby request to receive benefits from the Millville Area Educators' Sick Leave Bank beginning on \_\_\_\_\_ and for a period of approximately \_\_\_\_\_ working days.

Attached is the statement of my doctor explaining the nature of the illness/injury and verifying the length of leave request.

Signature\_\_\_\_\_

Date\_\_\_\_\_

Building\_\_\_\_\_

.....

FOR BOARD OF DIRECTORS USE

Request Number\_\_\_\_\_

Date Received\_\_\_\_\_

Board of Directors meeting held\_\_\_\_\_, \_\_\_\_\_

Members present\_\_\_\_\_

Request for Benefits was (APPROVED/REJECTED) for the following reasons:

\_\_\_\_\_

Applicant notified\_\_\_\_\_

District Notified\_\_\_\_\_

Signature\_\_\_\_\_, Chairperson

Signature\_\_\_\_\_, Secretary

Millville Area Educators' Sick Leave Bank

NOTIFICATION OF RETURN TO WORK

Name\_\_\_\_\_ Date\_\_\_\_\_

Building\_\_\_\_\_

Date of Return to Work\_\_\_\_\_

Doctor's Name\_\_\_\_\_

Address\_\_\_\_\_

\_\_\_\_\_

Telephone\_\_\_\_\_

DOCTOR'S RELEASE MUST BE ATTACHED AND THIS FORM RETURNED TO THE BOARD OF DIRECTORS WITHIN SEVEN (7) DAYS AFTER THE RETURN TO WORK. FAILURE TO SUBMIT THIS FORM WITHIN THE SPECIFIED TIME MAY RESULT IN SICK LEAVE DAYS BEING REVOKED.

MILLVILLE AREA EDUCATOR'S SICK LEAVE BANK

MEMBERSHIP RECEIPT

\_\_\_\_\_ has authorized the Millville Area School District to transfer one (1) personal sick leave day for the school year \_\_\_\_\_ - \_\_\_\_\_ to the Millville Area Educators' Sick Leave Bank and is therefore a member of the Bank for the current school year and entitled to any benefits necessary.

Faculty rep. Or Board Member \_\_\_\_\_ Date \_\_\_\_\_

MEMBER COPY

.....

MILLVILLE AREA EDUCATOR'S SICK LEAVE BANK

MEMBERSHIP RECEIPT

\_\_\_\_\_ has authorized the Millville Area School District to transfer one (1) personal sick leave day for the school year \_\_\_\_\_ - \_\_\_\_\_ to the Millville Area Educator's Sick Leave Bank and is therefore a member of the Bank for the current school year and entitled to any benefits necessary.

Faculty Rep. Or Board Member \_\_\_\_\_ Date \_\_\_\_\_

SCHOOL DISTRICT COPY

## MILLVILLE AREA EDUCATOR'S SICK LEAVE BANK

## MEMBERSHIP ROSTER

BUILDING \_\_\_\_\_ SCHOOL YEAR \_\_\_\_\_ - \_\_\_\_\_

Faculty Rep or Board Member \_\_\_\_\_

### Sick Leave Bank Members

### Sick Leave Bank Non-Members

[illegible]

MILLVILLE AREA EDUCATOR'S SICK LEAVE BANK

VERIFICATION FORM

This is to certify that \_\_\_\_\_ who teaches in the \_\_\_\_\_ building has been granted \_\_\_\_\_ days of paid sick leave from the Millville Area Educator's Sick Leave Bank beginning \_\_\_\_\_.

If additional days are required, a request must be submitted in writing to the Board of Directors along with a doctor's certification at least three (3) days prior to the expiration of this request.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson

MEMBER COPY

.....

MILLVILLE AREA EDUCATOR'S SICK LEAVE BANK

VERIFICATION FORM

This is to certify that \_\_\_\_\_ who teaches in the \_\_\_\_\_ building has been granted \_\_\_\_\_ days of paid sick leave from the Millville Area Educator's Sick Leave Bank beginning \_\_\_\_\_.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Chairperson

SCHOOL DISTRICT COPY



## MEMORANDUM OF UNDERSTANDING

1. The Board agrees to continue paying the full premium for certain health care benefits set forth in Article X, Section 10.01, 10.02, 10.03 and 10.04 for the individual regular part-time professional employee who is receiving this benefit, subject to the per month maximums and 50% employee contribution specified in Section 10.01. All other regular part-time professional employees will be entitled to payment of fifty (50%) percent of the premium provided they pay the remaining fifty (50%) percent as set forth in the aforesaid sections.

2. The intention of this Memorandum of Understanding is to grandfather the present regular part-time professional employee to remain entitled to the School District paying the full premium of aforesaid health care benefits as indicated in Paragraph 1 of this Memorandum.

ORIGINALLY SIGNED AND DATED: 28<sup>th</sup> day of December, 1988.

MILLVILLE AREA SCHOOL DISTRICT

By Susan L Myers

By Kurtin Rosselli

Date 11/13/19

MILLVILLE AREA EDUCATION ASSOCIATION

By Carol Ann Trivette

By Diana Kern

Date 11/12/19