

**2017 – 2019 AGREEMENT**

**BETWEEN**

**MANHEIM CENTRAL SCHOOL DISTRICT**

**AND**

**MANHEIM CENTRAL EDUCATION ASSOCIATION**

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## **AGREEMENT**

This Agreement is made and entered into by and between the Board of Education of the Manheim Central School District of Lancaster County, Pennsylvania, hereinafter called the Employer, and the Manheim Central Education Association, hereinafter called the Association.

### **ARTICLE 1. RECOGNITION**

The Employer recognizes the Association as exclusive bargaining representative for all professional employees, including teachers (full-time and part-time), counselors, librarians, nurses, school social worker, instructional facilitators, lead teachers, tech coaches, math coaches, literacy coaches, online learning coordinator, technology ambassadors, and long-term substitutes (defined as substitutes hired for a definite period of time of at least ninety (90) days) but excluding principals, assistant principals, head nurse, all other substitute teachers, and all other employees of the Employer performing non-professional work, and any other supervisors, first level supervisors, and confidential employees, as defined in the Public Employee Relations Act. The term "employee(s)" as used hereinafter shall refer only to those employees included in said bargaining unit.

### **ARTICLE 2. MANAGEMENT RIGHTS**

It is agreed that nothing in this contract shall limit the Employer in the exercise of its function of management, in such areas of discretion or policy as the functions and programs of the Employer, standards of services, its overall budget, utilization of technology, the organizational structure and the selection and direction of personnel.

### **ARTICLE 3. COMMITTEE ON FACULTY CONCERNS/MEET AND DISCUSS**

**3.1.** A "Committee on Faculty concerns/Meet and Discuss" shall be established, comprised of eight members. Four members (including one co-chairperson) shall be designated by the Employer from Administration and staff, and four members (including one co-chairperson) shall be designated by the Association. The committee shall meet as necessary during the academic year under a rotating chair and submit recommendations in writing to the Employer in respect to matters affecting quality of education and effective operation of the District.

**3.2.** An agenda shall be prepared in writing by the co-chairperson and distributed one week in advance of each meeting to all committee members.

**3.3.** Either party may invite additional persons to speak at the meetings on subjects pertinent to their fields of teaching or expertise.

#### **ARTICLE 4. NON-DISCRIMINATION**

Both the Employer and the Association agree not to discriminate against any employee on the basis of race, creed, color, gender, marital status, age, handicap, national origin, Association activity, political activity or Association Membership.

#### **ARTICLE 5. NO STRIKE – NO LOCKOUT**

**5.1.** The Employer agrees not to lockout employees during the term of this Agreement.

**5.2.** The Association agrees that it will not call, encourage or condone any strike (as that term is defined in Act 195 and Act 88) or picketing of any of the Employer's locations or operations during the term of this Agreement.

#### **ARTICLE 6. GRIEVANCE PROCEDURE**

**6.1.** A grievance is defined as an alleged misinterpretation or misapplication of the provisions of this Collective Bargaining Agreement.

**Step 1.** No later than ten (10) District Office working days after the occurrence giving rise to the grievance, the aggrieved employee or employees shall submit the grievance in writing to the principal concerned, on a form provided by the Employer. The principal shall reply in writing within five (5) District Office working days. It is expected that Step 1 will be resorted to only after an aggrieved employee has attempted to resolve his/her problem informally.

**Step 2.** If the grievance is not resolved under Step 1, the Association may, within five (5) District Office working days of the written reply of the principal, appeal in writing to the Superintendent, who will meet and discuss the matter with the aggrieved and a representative of the Association within ten (10) District Office working days after receipt of the written appeal. The Superintendent will advise the aggrieved and Association representative in writing of his or her decision within five (5) District Office working days of the meeting.

**Step 3.** If the grievance is not resolved under Step 2, the Association may, within five (5) District Office working days after receipt of the reply of the Superintendent, appeal in writing to the Board of Education which shall take up the matter at its next official meeting. The Board may have present and hear from individuals having relevant information, in which case the aggrieved and an Association representative shall have a right to be present and to be heard. The Board will, within ten (10) District Office working days of the meeting, convey its decision in writing to the aggrieved and the Association.

**Step 4.** Within ten (10) District Office working days after receipt of the Board's decision, the Association may submit the matter to arbitration by requesting a list of seven (7) arbitrators from the Bureau of Mediation. Arbitrators shall be members of the American Arbitration Association. Selection of an arbitrator shall be made by alternately striking from the list, with the employer having the first strike.

**6.2** Any grievance not appealed to the next step within the specified time shall be considered waived.

**6.3.** All costs of arbitration shall be equally shared between the Employer and the Association, except that each party shall be responsible for the costs of presenting its case.

**6.4.** The award of the arbitrator shall be final and binding, subject to the Act and other legal limitations. The arbitrator shall have no authority to modify, amend, or add to the terms and

provisions of the Agreement. Grievances must be arbitrated singly and may not be consolidated for hearing by a single arbitrator without the consent of all parties.

## **ARTICLE 7. MEETINGS ON CONTEMPLATED DISCIPLINE**

Whenever any member of the bargaining unit is required to appear before the Superintendent, Board, or any committee or member thereof, concerning contemplated disciplinary action, discontinuation of employment or reduction of salary or other economic benefits, the employee shall when reasonable be given prior written notice of the reasons for such meeting or interview and shall have the option of a representative of the Association present to advise him/her and represent him/her. Prior written notice shall mean two working days.

## **ARTICLE 8. PERSONNEL FILE**

Upon written request an employee shall have the right to review the contents of his/her personnel file during District Office working hours.

## **ARTICLE 9. JUST CAUSE**

No professional employee shall be disciplined, reprimanded in writing, reduced in rank or compensation without just cause.

## **ARTICLE 10. ASSIGNMENTS/TRANSFERS/REASSIGNMENTS**

**10.1.** Every teacher will be given written notification of his/her tentative teaching assignment for the next school year as early as possible, but no later than July 1. This notification will include building, grade level and subject area(s) to which the employee is assigned.

**10.2.** Professional employees shall be subject to transfer/reassignment from one position to another within the confines of valid certification.

**10.3.** Voluntary/Involuntary Transfers – Employees may request a transfer/reassignment for any vacancy for which they are properly certificated. Transfer/reassignment notification and the reason shall be made to the professional employee being transferred/reassigned as early as possible before the effective date of such transfer/reassignment. The Principal and/or Superintendent shall



confer with the affected employee prior to the implementation of the transfer/reassignment or for denial of a request.

**10.4.** When unanticipated circumstances require that transfers/reassignments be made after July 1<sup>st</sup>, the affected employee may request a written explanation from the District.

**10.5.** In the event of reconfiguration of grade levels or the opening or closing of a school building, the parties will meet in advance of the final plan for transfers/reassignments.

**10.6.** The Superintendent shall have final disposition in transfers/reassignments, subject to review by the Board.

## **ARTICLE 11. FACULTY PARKING**

The employer will provide faculty parking at the senior high school as long as parking space is available.

## **ARTICLE 12. AVAILABILITY OF FACILITIES FOR CLASSROOM PREPARATION**

Subject to the Employer's safety, security, fiscal and public responsibilities, buildings and rooms shall be made available for classroom preparation in non-school hours.

## **ARTICLE 13. ASSOCIATION USE OF FACILITIES**

The use of building facilities, internal mailing and duplicating equipment for Association business shall be permitted provided that the uses thereof shall be subject to the prior approval of the Superintendent or designee and provided further that the Association shall reimburse the Employer at cost for the incurred expenses and/or resultant damage if any. Whenever the Association seeks to utilize the school building after 6:00 p.m. or non-school days, it shall execute a building-use contract beforehand. The use of said facilities for non-economic or non-fund raising purposes shall be free of charge; otherwise, said use shall be at the Association's expense. Any exceptions to the foregoing shall be at the sole discretion of the Employer.

## **ARTICLE 14. LENGTH OF TEACHER DAY**

Professional employees in the bargaining unit shall generally work seven and one-half (7½) hours per day including a thirty (30) minute duty-free lunch period.

The Employer agrees to make every effort to see that all professional responsibilities will be performed within the seven and one-half (7½) hours. However, the professional employee's responsibility will include attendance at nine (9) hours of building faculty and/or professional development meetings each year. An annual schedule of such meetings will be provided by August 1<sup>st</sup> of each year. Such meetings will be scheduled immediately after the school day and shall last a maximum of one (1) hour. Employees on approved leave, attending other district-approved activities, or utilizing one (1) sick leave day per contractual year on the date(s) of such meeting(s) shall not be required to make up that time, however, will be responsible for familiarizing themselves with the material or information presented at such meetings. All professional employees shall attend parent-teacher conferences scheduled in the fall and/or spring.

Under unusual circumstances, the Employer may require attendance at special meetings, provided that such meetings are scheduled at reasonable times and are limited to a reasonable length of time. Employees shall be excused from attendance by the principal if they are unable to attend a meeting due to lack of adequate notice.

The length of the teacher day as set forth above may be amended to include professional compensation for employees working beyond the normal teacher day in Board-approved after-school programs. Any employee whose work schedule at the Employer's discretion exceeds the normal teacher day shall receive a separate extra-duty contract. Such contracts shall stipulate the number of hours to be worked. Extra-duty contracts shall be offered at the discretion of the Employer. Acceptance of the extra duty contracts shall be at the discretion of the employee to whom the contract is offered and shall occur within ten (10) District Office working days of the offer. All hours worked beyond the normal teacher day shall be paid at the employee's applicable per diem rate, to be calculated by dividing the employee's contracted annual base salary by 190 days and then dividing by seven (7) hours per day.

## **ARTICLE 14A. LEAVING THE BUILDING**

Teachers may leave the building upon notification and proper execution of the "Sign Out" and "Sign In" form, provided on the District website, during their scheduled duty-free lunch

period. Teachers must receive **prior** permission from the principal or his/her designee to leave the building during planning periods for school-related or emergency reasons.

## **ARTICLE 14B. LESSON PLANS**

Teachers shall have available, upon request, lesson plans and seating charts or class rolls for review by appropriate supervisors and for use by substitutes.

In addition, each teacher shall develop plans covering three (3) consecutive days of instruction which could be used by an assigned substitute teacher. These plans shall be submitted to the building principal during the first week of school. It should be understood that these plans will only be used for emergency situations.

## **ARTICLE 15. LENGTH OF TEACHER YEAR**

**15.1.** The school year shall consist of one hundred ninety (190) teacher days. One full day or two (2) half days shall be used for teacher classroom preparation prior to the first student day and one day shall be used mid-year as a teacher planning day.

Any employee whose work schedule at the Employer's discretion exceeds the normal teacher year shall receive a separate extra-duty contract. Such contracts shall stipulate the number of days and/or hours to be worked. Extra-duty contracts shall be offered at the discretion of the Employer. Acceptance of extra-duty contracts shall be at the discretion of the employee to whom the contract is offered and shall occur within ten (10) District Office working days of the offer. The salary schedule for extra-duty contracts is included in Appendix A.

**15.2.** Unless otherwise noted, summer stipend days shall be paid at the lesser of the teacher's per diem rate or the per diem of Bachelor's, Step 6. The building principal and/or Instructional Facilitator will assign the number of summer stipend days per staff member for the following departments: High School Guidance, Middle School Guidance, and Agriculture Education. The High School Guidance Department will be limited to a maximum of forty-two (42) summer stipend days annually, Middle School Guidance Department a maximum of five (5) summer stipend days annually, and Agriculture Education a maximum of fifty (50) summer stipend days annually. These are the maximum summer stipend days by department, not the maximum number of summer stipend days for each individual in the department.

The length of the teacher year, as defined in Article 15.1 above, may be extended up to a maximum of twenty (20) working days for school psychologists and up to a maximum of twenty (20) working days for the Online Learning Coordinator. These are the maximum number of summer stipend days for each individual in the school psychology department. Any school psychologist or Online Learning Coordinator whose work schedule at the Employer's discretion exceeds the normal teacher year shall receive a separate extra-duty contract. Such contracts shall stipulate the number of days and/or hours to be worked. Extra-duty contracts shall for offered at the discretion of the Employer. Acceptance of the extra duty contracts shall be at the discretion of the employee to whom the contract is offered and shall occur within ten (10) District Office working days of the offer. Summer stipend days for school psychologists shall be paid at the employee's applicable per diem rate.

## **ARTICLE 16. PERSONAL DAYS**

**16.1.** Each employee shall be entitled to three (3) personal days per school year, cumulative to five (5) days. Personal leave beyond the accumulation limit will be converted to sick leave. Vacation and emergency days accrued under prior Agreements that have been converted to grandfathered days shall be exempt from the accumulation limit above. Based upon prior Agreements for individuals who have accrued grandfathered days, the following provisions shall still apply.

**16.2.** Employees in the bargaining unit may use personal days subject to the following provisions:

- a. No more than eight (8) requests per day per building shall be granted in the Middle School and the High School.
- b. No more than four (4) requests per day shall be granted in each of the elementary schools.
- c. All personal days shall be subject to the approval of the building principal.
- d. Requests above the allowable number of personal days per building shall be at the discretion of the principal.
- e. Employees must submit requests for approval to use one-half ( $\frac{1}{2}$ ) or one (1) personal leave day at least two (2) work days prior to the start of the requested leave. Requests for a personal day due to unforeseen circumstances should be arranged with the principal or designee.

- f. The Superintendent or designee in his/her sole discretion may authorize employees to use five (5) consecutive personal days subject to the following conditions:
1. Written notice should be submitted to the principal ten (10) calendar days in advance of the planned personal leave for five (5) consecutive days. Emergency requests for a personal leave should be arranged with the principal or designee.
  2. No use of five (5) consecutive personal days shall be granted during the first twenty (20) days of the school year or during the last twenty (20) days of the school year except for extenuating circumstances as approved by the Superintendent of Schools.

**16.3.** No personal leave may be taken during either the first five (5) teacher days or the last five (5) teacher days of the school year. No personal leave may be taken on in-service days or parent-conference days. However, upon written request submitted to the Superintendent, an employee may take personal leave during these times for religious observances or to attend the college graduation of a son, daughter or spouse. An employee desiring personal leave because of unusual circumstances during these times shall submit to the Superintendent a written request for personal leave and include the reason for the request; the Superintendent's decision in these cases shall be final.

**16.4.** The District realizes staff members may need to miss work due to the illness of an immediate family member (i.e., father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, or near relative who resides in the same household, or any person with whom the employee has made his or her home). Staff members may use up to ten (10) days of their own sick leave per year for such purposes under the following condition: the request must be made in writing to the Superintendent and must include appropriate documentation including a doctor's statement after three (3) consecutive days of absence.

**16.5.** Bargaining unit members who adopt a child may use up to twenty (20) days of their accrued sick leave during the first six (6) calendar weeks immediately following such adoption.

## **ARTICLE 17. RETURN TO WORK CERTIFICATES**

Any employee who is absent from work for more than three (3) consecutive days due to illness or disability may be required to furnish a certificate from a health care provider certifying that the employee is now fit to return to work.

## **ARTICLE 18. ACCOUNTING FOR SICK OR PERSONAL DAYS/ SALARY AND SALARY POSITION**

The Employer will provide each employee with an accounting of sick days, grandfathered days and personal days as part of the bi-weekly pay stub generated by the Employer's payroll system. The Employer shall provide each employee with an annual letter detailing the employee's salary position on schedule and leave(s) to be accumulated for the next school year. The Employer may include additional information related to employee benefits as a matter of information/reference for the employee.

## **ARTICLE 19. ASSOCIATION LEAVE**

A total of sixteen (16) teacher days of paid leave will be granted for Association business during each school year. The Association shall reimburse the Employer for the cost of a substitute teacher for all but the first five (5) days of such leave utilized each year. Requests for this leave must be written and forwarded to the Superintendent fifteen (15) work days prior to the anticipated leave.

## **ARTICLE 20. LEAVES OF ABSENCE**

### **20.1 Family Leave**

An employee may be eligible for family leave, under and subject to the following conditions and limitations:

**20.1.1. Pregnancy Disability Leave** – An employee shall be permitted to use accumulated sick leave during a period of pregnancy disability provided timely notice is given. Absent unforeseen circumstances, no later than the fifth month of pregnancy, the employee shall submit a written request for pregnancy disability leave to the

Superintendent accompanied by a physician's written certification of pregnancy and his opinion concerning the date the employee will probably no longer be able to satisfactorily perform her duties due to medical disability. The request shall set forth the dates on which the employee desires such leave to begin and end. An employee who fails to provide the notice required by this provision may nevertheless be entitled to an unpaid FMLA leave.

**20.1.2.** During the period of medical disability, as certified in writing by a physician, the employee shall at her option have charged to her available sick leave all or any portion of the time of continuing medical disability occurring during scheduled work days under and subject to the following conditions:

**20.1.2.1.** The use of accumulated sick leave shall be limited to disabilities caused or contributed by pregnancy, miscarriage, abortion, childbirth and recovery therefrom.

**20.1.2.2.** Initial payment for sick leave under this provision shall be conditioned upon receipt of a physician's second written certification that such employee is physically unable to satisfactorily perform her duties as a result of pregnancy-related disability as of the specified date requested for commencement of payment. An employee shall continue to accrue seniority and pension rights during periods of paid pregnancy disability leave. Medical insurances may be continued at the employee's option during such leave under the same terms that would have applied had the employee remained on active duty.

**20.1.2.3.** Sick leave payments under this provision shall be discontinued six (6) calendar weeks after the birth of the child or occurrence of the disability unless the Superintendent receives another written certification by the physician that the employee is still unable to return to work due to continuing disability and, where possible, a physician's written opinion as to the specified date the employee will be able to resume her duties.

**20.1.2.4.** Payment will only be made for teacher days as set forth in the approved school calendar.

**20.1.3. Child Rearing Leave** – If an employee requests child rearing leave for a period for time when he/she is physically able to perform his/her duties, the Employer shall grant such leave under and subject to the following conditions and limitations:

**20.1.3.1.** Employees are encouraged to provide as much advance notice of such leave as possible. Employees who fail to provide at least thirty (30) days advance notice may be denied leave unless the need for leave was unforeseeable, in which case an employee must provide as much advance notice as is practicable.

**20.1.3.2.** Child rearing leave may be used by a mother or father to care for a newborn child or a child who was placed for adoption or foster care. Such leave must commence within the year following birth or placement of the child.

**20.1.3.3.** Child rearing leave must be taken in a single continuous period of full-time leave. It may not be taken intermittently.

**20.1.3.4.** No salary or sick leave shall be paid to said employee, nor shall seniority or pension rights accrue during the period of time the employee is physically able to perform his/her duties. An eligible employee may continue medical insurances under the same terms that would have applied had the employee remained on active duty, provided the employee has not exhausted his or her 12-week FMLA entitlement (see below). Timely payment of premiums shall be as required below.

**20.1.3.5.** After twelve weeks of FMLA leave have been used, employees may maintain at their expense the medical insurances listed in this Agreement. Premiums shall be submitted in advance to the District Business Office by the fifteenth (15th) day of each month.



**20.1.4.** No employee may return to work until the employee's physician certifies in writing that the employee is physically able to satisfactorily perform his/her duties.

**20.1.5.** Upon an employee's application to return to work after family leave, the Employer shall offer him/her the job he/she held before going on leave or a substantially equivalent position conditioned by the pertinent reinstatement provisions of the School Code and the Family and Medical Leave Act of 1993, if applicable.

**20.1.6.** An employee on family leave must return to work no later than one year after the commencement of leave. The District may, at its discretion, require an employee to remain on leave until the beginning of the next full academic semester as permitted by law.

## **20.2 Other Leaves.**

**20.2.1.** Requests for other leaves of absence (example, personal medical leave or to care for a family member with a serious health condition) will be made in writing to the Superintendent.

**20.2.2.** Requests for leaves of absence will be administered by the Superintendent.

**20.2.3.** In considering such requests, the Superintendent will make determinations dependent upon the needs of the students, the School District, and the individual faculty member.

## **20.3 Family and Medical Leave Act**

**20.3.1.** This Article shall be administered and enforced in a manner consistent with the Family and Medical Leave Act of 1993 (FMLA). The initial twelve weeks of leave taken under this contract which qualify for protection under the FMLA during any leave year shall be deemed FMLA leave and an FMLA-eligible employee shall have all the rights and obligations bestowed by the Act. For purposes of tracking FMLA leave usage, the leave year shall be defined as that period beginning July 1 and ending June 30. After

exhausting FMLA protected leave, an employee's leave rights shall be governed exclusively by this Agreement and the School Code.

**20.3.2.** In the event that a challenge is made to the legality or validity of this Article, or any section or clause hereof, before any state or federal administrative agency or any court, this entire Article will automatically become null and void, and employees shall only be granted leave limited to the period of medical disability, as certified in writing by a physician, or as otherwise required by law.

#### **20.4 Leave of Absence for Professional Development**

A professional employee who takes a leave of absence for professional development may, at the District's discretion and in accordance with Section 1166 of the Pennsylvania School Code, be permitted to take such leave for one-half (½) year at full pay or for one (1) full year at one-half (½) pay, provided the following conditions are met:

**20.4.1.** The employee is enrolled in a bona-fide traditional on-campus, full session (fall and/or spring) graduate study program at an accredited college or university or is enrolled in on-line courses as part of a graduate study program at an accredited college or university. Transfer courses that have been pre-approved by such a program in which an employee is enrolled may be taken during a leave. Correspondence, travel, video or other such non-traditional programs will not qualify an employee for professional development leave. Employees on a half-year leave must take the majority of the credits during the semester for which the leave has been granted. Employees on a full-year leave must be enrolled in courses in at least two (2) semesters.

**20.4.2.** The graduate study program is in an education-related field or has been approved by the Superintendent.

**20.4.3.** The employee successfully completes a minimum of twelve (12) credits during any one-half year leave; subject to the approval of the Superintendent, three (3) of

these credits may be an independent study. For full-year leaves, the employee must successfully complete a minimum of eighteen (18) credits.

**20.4.4.** No more than four (4) full-paid professional development leaves will be granted per school year; and

**20.4.5.** Only one (1) full-paid professional development leave may be granted per department.

**20.4.6.** Requests for professional development leaves must be received by the Superintendent on or before March 1 for leaves beginning with the following Fall semester and on or before September 1 for leaves beginning with the following Spring semester. Determinations on leave requests shall generally be made no later than at the first Board meeting following the deadline for submission of such requests. Leave requests shall be granted in seniority order, subject to the terms and conditions stated herein and in the School Code.

## **ARTICLE 21. COLLECTION OF MONIES**

An employee shall not be responsible for monies held by that employee more than one day unless the employee is negligent in following the established collection procedure.

## **ARTICLE 22. ELEMENTARY TEACHER ASSIGNMENT**

**22.1.** Full-time elementary classroom teachers of kindergarten through grade 4 will be provided with forty-five (45) consecutive minutes of preparation time during the course of the student day for each full teacher day. Full-time pre-kindergarten teachers will be provided with forty-five (45) consecutive minutes of preparation time during the course of the teacher work day for each full teacher day. This provision shall not apply to part-time teachers or half-day kindergarten teachers.

In rare instances teachers may be required to use preparation time for professional duties such as student/parent conferences, parent communications, or school-related meetings such as, but not limited to, IEP, MDE and RTII meetings.

Part-time teachers and half-day kindergarten teachers shall have their preparation time pro-rated in accordance with their appointment fraction.

**22.2.** Elementary teachers, full- or part-time, who are assigned an overload of teaching duties during their preparation time will be compensated according to the following formula:

Annual Base Salary ÷ 190 Contractual Days = Per Diem Rate;

Per Diem Rate ÷ 420 Minutes (contractual time) = Rate per Minute;

Rate per Minute × Additional Minutes of Teaching/Preparation\* = Pay for Additional Duties

\* To account for the loss of preparation time for employees assigned an overload of teaching duties during time that would otherwise be the employee's daily preparation period, the Pay for Additional Duties in the formula above shall be multiplied by a factor of 1.33.

**22.3.** Part-time status will be calculated based upon the number of minutes in the school day. For the term of this Agreement, a full-time day is considered to be 420 minutes. Preparation time shall be pro-rated based upon the number of minutes of instructional time.

**22.4.** The District shall have discretion to schedule additional administrative-directed activities and/or meetings with elementary teachers during the normal work day during the time period between the end of the student instructional day and the end of the teacher work day.

## **ARTICLE 23. BUS, PLAYGROUND AND RECESS DUTIES**

No bus duty shall be assigned to professional employees.

Playground duty shall be assigned on a rotating basis with no increase in playground supervision over the practice currently being followed by classroom teachers.

A professional employee will not be scheduled to every recess and playground duty on the same day. No playground duty shall be assigned prior to the start of the student day.

## **ARTICLE 24. SECONDARY TEACHER ASSIGNMENT**

**24.1.** A normal teaching assignment at the High School shall be as set forth in the 2010-2017 Collective Bargaining Agreement and as modified by the Memorandum of Agreement between the Employer and the Association dated February 7, 2013. Effective July 1, 2017, the High School schedule may be modified to include one (1) of the following schedule designs for each teacher:

### **Schedule Design A**

**24.1.1.** Eighteen (18) instructional blocks in a six (6) day cycle of up to ninety-two (92) minutes each and six (6) blocks of Enrichment/Remediation/Intervention of up to forty-five (45) minutes each in a modified block schedule; and

**24.1.2.** The foregoing assignment would provide, in a six (6) day cycle, four (4) planning blocks each the length of one (1) core instructional block and two (2) planning blocks each at half the length of a core instructional block; and

**24.1.3.** Each teacher assigned to eighteen (18) core instructional blocks shall be assigned to two (2) duties each at half the length of a core instructional block.

### **Schedule Design B**

**24.1.4.** Twelve (12) instructional blocks in a six (6) day cycle of up to ninety-two (92) minutes each, twelve (12) modified instructional blocks of up to forty-four (44) minutes each, and six (6) blocks of Enrichment/Remediation/Intervention of up to forty-five (45) minutes each in a modified block schedule; and

**24.1.5.** The foregoing assignment would provide, in a six (6) day cycle, five (5) planning blocks each the length of one (1) core instructional block and one (1) planning block at half the length of a core instructional block; and

**24.1.6.** Each teacher assigned to twelve (12) core instructional blocks and twelve (12) modified instructional blocks shall be assigned to one (1) duty at half the length of a core instructional block.

**24.1.7.** The High School Administration, in collaboration with a Board member and a representative group of faculty, will annually review the schedule described in Article 24.1 above to determine its effectiveness and make proposed recommendations to the parties to this Agreement, if needed, for revisions to the schedule to better meet the instructional needs of students. Any amendments to the official language set forth herein shall be reduced to writing and signed by the parties to this Agreement.

**24.2.** Bargaining unit members assigned to the Middle School shall have the equivalent of one (1) block of preparation time that is equivalent to a core instructional block; provided, however, said preparation time may only be divided, when necessary (as determined by school administration), in at most two (2) similar blocks of time whereby the total daily preparation time is equivalent to one block of core instruction.

**24.3.** Middle School and High School teachers who are involuntarily assigned in excess of their normal teaching load shall receive additional compensation in accordance with the following formula:

Annual Base Salary ÷ 190 Contractual Days = Per Diem Rate;

Per Diem Rate ÷ 420 Minutes (contractual time) = Rate per Minute;

Rate per Minute × Additional Minutes of Teaching/Preparation\* = Pay for Additional Duties

\* To account for the loss of preparation time for employees assigned an overload of teaching duties during time that would otherwise be the employee's daily preparation period, the Pay for Additional Duties in the formula above shall be multiplied by a factor of 1.33.

**24.4.** Part-time status will be calculated based upon the number of minutes in the school day. For the term of this Agreement, a full-time day is considered to be 420 minutes. Preparation time shall be pro-rated based upon the number of minutes of instructional time.

**24.5.** If sufficient time exists between the end of the student instructional day and the teacher work day, the District shall have discretion to schedule administrative-directed activities and meetings with secondary teachers during said time.

**ARTICLE 25. HOMEBOUND INSTRUCTION**

During the term of the Agreement, employees involved in homebound instruction shall be compensated at a rate of \$32.50 per hour.

**ARTICLE 26. MILEAGE**

Employees who are asked to use their own cars to travel on authorized school business shall be paid at the current Internal Revenue Service rate per mile. Reimbursement will be paid according to the District’s standardized mileage. These expense accounts shall be turned in monthly for payment. The District shall not be required to issue any mileage reimbursement payment to an employee until the accumulated reimbursement amount is at least \$10.00.

**ARTICLE 27. PAYMENT FOR JURY DUTY**

To be eligible for payment hereunder the employee shall notify the Superintendent at least two (2) District Office working days prior to jury duty. Employees required to report for jury duty shall continue to receive their contracted salary and shall remit to the District their jury duty pay.

**ARTICLE 28. TUITION REIMBURSEMENT**

**28.1** The Employer shall reimburse full-time professional employees for tuition paid by or on behalf of said employees for successfully passed credits, subject to the following provisions:

**28.1.1 Maximum Provisions:**

- a. The maximum annual tuition reimbursement shall be 100% of the average cost of twelve (12) graduate credits at Millersville University and Penn State University Main Campus effective on the first day of each university’s fall semester. In-service or Act 48 credits shall be reimbursed at the rate established by the school entity which sponsors the in-service or Act 48 course.

- b. Up to twelve (12) credits per fiscal year (July 1 to June 30) for each full-time teacher shall be granted. The course completion date shall determine the year in which a course is credited.

**28.2.** All credits submitted for tuition reimbursement must be pre-approved by the Superintendent in advance of taking the course.

**28.3** Only the following credits will be eligible for tuition payment: courses or workshops taken for credit at an accredited college or university, or in-service or Act 48 credit approved in advance by the Superintendent, which satisfies one (1) of the following criteria:

- a. Courses directly related to the employee's area(s) of certification; or
- b. Courses related to District educational initiatives as authorized by the Superintendent; or
- c. Courses or degree work directly related to the employee's current professional assignment; or
- d. Education courses for purposes of obtaining permanent certification in an employee's area of professional assignment; or
- e. Coursework that is part of an overall Master's or Doctoral Degree in Education; or
- f. Any other coursework approved by the Superintendent of Schools.

**28.4** Courses offered by, or in conjunction with, a third party provider which is not an accredited college or university shall only be reimbursed to a maximum of two (2) courses per five (5) year period. Said courses shall be considered for approval as potential Act 48 hours, as provided by PDE, and are not eligible for column movement on the salary schedule. Courses shall not be self-guided and self-paced with no instructor integral in the actual instruction of the course.

**28.5** Reimbursement shall be for tuition only.



- 28.6** Courses must be successfully completed and passed with a minimum grade of “B” (or a grade of “Pass” in a course graded on a Pass-Fail basis) and otherwise satisfactorily completed according to the standards of the accredited college or university. Unless authorized in advance by the Superintendent, a course may not be taken on a Pass/Fail basis if the option of receiving a letter or numeric grade for the course is available.
- 28.7** Any teacher on sabbatical leave for health reasons, on child rearing leave or otherwise on leave for health reasons shall not be eligible for tuition reimbursement for courses started after the commencement of the leave.
- 28.8** Employees are required to teach three (3) full semesters following the completion of courses for which reimbursement has been paid. In the event an employee voluntarily terminates employment before teaching the required three (3) full semesters, said employee shall be required to repay the tuition reimbursement payment(s) to the Employer, subject to a one-third ( $\frac{1}{3}$ ) reduction of the repayment amount for each full semester of satisfactory teaching by the employee following the completion of the course. Repayment shall be made whenever possible by withholding the amount owed from the employee’s paycheck in three (3) equal installments over three (3) consecutive pay periods. If an outstanding balance still remains, the employee shall make full payment of any outstanding balance within thirty (30) calendar days. If such outstanding balance is not paid by the deadline, the School District shall have the right to pursue legal action to recover from the employee. Repayment of tuition shall not be required for: 1) courses required by the district, unless such courses were required by law or necessary for an employee to progress on the salary schedule; 2) courses taken by an employee who retires or resigns due to extenuating circumstances beyond his/her control; or 3) courses taken by employees who retire pursuant to an Early Retirement Incentive Program that is offered for a limited time by the State or the District when such courses are elected prior to the announcement of such program(s).
- 28.9** Reimbursement shall be made to the employee within ten (10) business days after the presentation to the Business Office of:

- a. A receipted invoice or cancelled check for the tuition already paid, and
- b. An official transcript/grade report or other official notice of grade status showing successful completion of the course or courses and credits earned.

**28.10** The above provisions automatically rule out reimbursement for credits which are “tuition-free” because of grants, fellowships, or scholarships received by employees.

**28.11 Tuition Prepayment** – Tuition benefits under this Article may be paid prior to an employee’s payment for or completion of the class(es) provided: (1) the employee submits the request for payment within the timeframes established by the Superintendent; and (2) the college or university permits the District to pre-pay for all courses taken by District employees during the semester with one payment. Tuition payments shall be made within fifteen (15) business days after the Board meeting at which the payment is approved. An employee must submit an official transcript/grade report or other official notice of grade status demonstrating he/she successfully completed the course within sixty (60) days of the course completion date.

Employees shall be responsible for paying back in full to the School District any tuition payment made by the School District on an employee's behalf, if (i) the course is cancelled and the institution directly reimburses the employee; (ii) the employee withdraws, fails to complete or fails to earn the requisite grade as set forth in 28.6; (iii) the employee fails to provide the transcript or other official notice of grade status showing successful completion of the course within the timeframe set forth above; or (iv) the employee fails to meet any other condition set forth in the provision. The School District may deduct from an employee's paycheck or from other amounts owed to the employee in order for the District to receive repayment.

An employee's repayment of tuition shall be made to the School District for any employee who fails to meet the requirements set forth above with any outstanding balance to be automatically withheld from the employee's paycheck in three (3) equal installments over

three (3) consecutive pay periods. If an outstanding balance still remains, the employee shall make full payment of any outstanding balance within thirty (30) calendar days.

**28.12 Annual Budgetary Constraints** – In no event shall the total reimbursement of courses approved by the Superintendent during any July 1-June 30 fiscal year under this section exceed \$225,000 for all bargaining unit members combined.

## **ARTICLE 28A. EXPENSE REIMBURSEMENT**

The Employer shall reimburse professional employees for documented overnight conference expenses at a rate not in excess of Fifty Dollars (\$50) per day for meals, plus mileage and conference fees. This provision shall pertain only to approved conferences.

## **ARTICLE 29. EXTRACURRICULAR ACTIVITIES**

**29.1.** The Employer will retain all management rights as provided for under Act 195 and the School Code of 1949 as amended, including the right to add or delete activities.

**29.2.** The Employer agrees to advertise all positions as enumerated.

**29.3.** All persons appointed to the said positions will serve at the discretion of the Employer under and subject to the terms and conditions granted in the extracurricular contracts. All extracurricular salaries shall conform to Appendix A. The Employer retains the right to refuse to appoint, to reappoint, or to remove all extracurricular appointees at its sole discretion.

**29.4.** The Employer reserves the right to recognize outstanding performances and exceptional contributions on the part of any coach or advisor through a merit salary adjustment.

**29.5.** The experience factor shall be determined upon satisfactory performance. In cases where an evaluation is in dispute, the extracurricular personnel involved will meet with the director of athletics or the appropriate principal in an effort to resolve the problem. If the matter is not resolved at this level, then either party may refer the problem to the Superintendent for disposition.

If the decision made by the Superintendent is unacceptable to either party, the matter may be referred to the Employer. The decision of the Employer shall be final.

**29.6.** The salary schedule for all extracurricular activities is attached hereto as Appendix A and shall be effective July 1, 2017, unless otherwise amended.

**29.7.** If during the term of this Agreement the Employer creates any new extracurricular positions, the Employer agrees to negotiate the salaries for those positions with the Association.

### **ARTICLE 30. RETIREMENT**

**30.1.** Conditioned upon meeting all of the following prerequisites and conditions, all professional employees who voluntarily retire will be awarded a non-elective employer contribution of four thousand dollars (\$4,000) into their Section 403(b) tax sheltered annuity account(s).

To be eligible for this contribution, the professional employee must:

- a. Have twenty-five (25) or more years of credited service under the Pennsylvania School Employees Retirement System or otherwise voluntarily retire without penalty under PSERS;
- b. Have been employed by the Manheim Central School District for at least five (5) consecutive years at the time of retirement; and,
- c. Give written notice of his/her intent to retire no later than the fifteenth (15<sup>th</sup>) day of September for mid-year retirements or the fifth (5<sup>th</sup>) day of January for year-end retirements. Exceptions may be made to the notice of retirement by mutual agreement between the Board and the Association.

**30.2.** A voluntary retirement shall be defined as one which is initiated by the professional employee as opposed to one which is reasonably required by the School Board for reasons other than mental or physical illness.

**30.3.** This contribution will be paid to the employee's 403(b) account at the time of retirement. The employee shall receive no cash option and the contributions are limited to IRS Section 415 limits. Excess contributions will be made to the employee's retirement account in the next subsequent year up to the 415 limit. Each eligible employee must establish a 403(b) account with the District's approved vendor(s) prior to separation of service with the District. Any employee who fails to establish a 403(b) account will forfeit the benefit under this section.

**30.4.** Professional employees who retire from the District with proper notice and who meet the requirements in Section 30.1 above shall be paid fifty-five dollars (\$55.00) for each accumulated and unused sick day they have at the time of their retirement. This payment shall be made as a non-elective contribution to the employee's 403(b) tax-sheltered annuity account established with the District's approved vendor(s). The employee shall receive no cash option and the contributions are limited to IRS Section 415 limits. Excess contributions will be made to the employee's retirement account in the next subsequent year up to the 415 limit. Each eligible employee must establish a 403(b) account with the District's approved vendor(s) prior to separation of service with the District. Any employee who fails to establish a 403(b) account will forfeit the benefit under this section.

**30.5.** The notice of intent to retire referenced in Sections 30.1 and 30.4 shall not apply to a full-time employee who otherwise fulfills the requirements of Section 30.1 and who incurs a permanent, total disability after September 15 for a mid-year retirement or after January 5 for a year-end retirement, and who retires as a result of such permanent, total disability, and who qualifies for and will be utilizing PSERS benefits.

**30.6.** Payments received under this Article shall not be considered as part of the employee's annual salary.

**30.7.** Notwithstanding the above, the District retains the discretion to implement voluntary early retirement incentive programs at any time which enhance the benefits provided in this Article.

## **ARTICLE 31. INSURANCE**

**31.1.** The health insurance coverages attached in Appendix B shall remain in effect until June 30, 2019, subject to any conditions set forth in Appendix B. The District's plan shall provide coverage consistent with and to the extent required under the *Mental Health Parity and Addiction Equity Act of 2008*, as amended. In addition, the District's insurance plan shall cover contraceptives as per the Affordable Care Act of 2010, as amended. The deductible, where applicable, shall be waived for any employee, spouse, or dependent covered on the District's insurance plan if the covered patient chooses to use services provided by the Lancaster Regional Medical Center or Heart of Lancaster hospital, its successors and/or assigns.

The monthly employee contributions for coverage shall become effective July 1 of the applicable contract year. The employee premium share contributions from the prior year shall increase or decrease by the same percentage increase or decrease experienced by the District's plan when comparing the prior year's "expected" pseudo rates against the current year's "expected" pseudo rates as provided by the Employee Health Care Consortium. Said change in the employee premium share contributions shall become effective July 1st during each year of the Agreement.

**31.2.** The group income protection/disability insurance benefit plan attached hereto as Appendix C shall remain in effect until June 30, 2019, with the Employer paying 100% of the cost of coverage for employees.

**31.3.** The group employee dental insurance program attached hereto as Appendix D shall remain in effect until June 30, 2019, with the Employer paying One Hundred Percent (100%) of the cost of coverage for employees. The District further agrees that it will pay \$35 per month toward the premium of an insured dependent dental plan to be selected by mutual agreement of the parties.

Subject to any terms and conditions outlined in Appendix B, the Employer shall for the duration of this Agreement reimburse employees for certain unreimbursed medical, vision and dental expenses, upon submission of properly receipted bills. The maximum combined annual reimbursement available under this paragraph shall be \$700 per year per employee. This benefit shall be administered on a calendar year basis. Request for reimbursement must be submitted within fifteen (15) months of the date the service is rendered.

**31.4.** Subject to any terms and conditions outlined in Appendix B, the Employer shall reimburse employees who do not have dependent hospitalization coverage up to a maximum of Three Hundred Dollars (\$300.00) per school year for unreimbursed medical and dental expenses for their dependents. To be eligible for this benefit, an employee must notify the Employer during open enrollment period and not later than December 1 of each year, and such election may not be changed during the year. Employees who elect not to take dependent coverage during one school year will be subject to the rules and requirements of the health care insurer/administrator concerning coverage, pre-existing conditions, waiting periods, etc. if such employees elect to take dependent coverage in a subsequent school year.

**31.5.** The Employer shall pay 100% of the cost of coverage for employees for group life and accidental death and dismemberment insurance in the amount of Fifty Thousand Dollars (\$50,000).

**31.6.** Qualifying retirees shall be entitled to continue purchasing coverage for themselves and their qualifying dependents at their cost to the extent provided by Section 5-513 of the School Code as that law is interpreted and amended from time to time.

**31.7.** All insurance coverage hereinafter described in this Agreement and its appendices are available pursuant to insurance policies approved by the Employer, and such insurance is provided to employees under and subject to the provisions and conditions contained in the insurance policies in effect.

**31.8.** If an Employee has elected health coverage for his/her spouse under the District health plan (e.g., family or single + 1 coverage) and the Employee's spouse has coverage available from his/her own employer, the Employee is responsible for contributing the normal applicable share of the premium plus an additional working spouse contribution equivalent to \$1,500 per year (payable in installments over the course of the year). This contribution shall be paid via payroll deduction on each of the twenty-four (24) pay periods in accordance with Article 34.

**31.9.** The District shall pay an opt-out stipend of \$1,500 per year, less taxes and withholding, to Employees who, pursuant to the District's Section 125 Cafeteria Plan, elect to opt out of coverage under the District's health plan. Employees seeking the opt-out stipend must prove existence of alternative coverage in order to be eligible. The stipend is to be paid out over the course of the calendar year on each of the twenty-four (24) pay periods. Payments shall cease immediately if the Employee: a) leaves the District's employment; b) otherwise ceases to be eligible for employee coverage under the District's health plan; or c) enrolls in the District's health plan as an employee or dependent. The District reserves the right to increase the amount of the opt-out stipend from time to time as it deems necessary. This program shall be discontinued immediately if it is ever determined that the program is unlawful or inconsistent with applicable plan terms.

## **ARTICLE 32. SALARIES**

Salaries for full-time professional employees for each school year during the term of this Agreement shall be as set forth in Appendix E.

Placement on the salary schedule shall be determined in accordance with the following:



**32.1.** The term Bachelor's used in this Agreement shall mean Bachelor's degree with an Instructional 1 or Educational Specialist 1 Certificate in the area in which the employee is employed to perform.

**32.2.** Bachelor's + 15 and Bachelor's + 30 shall mean Bachelor's degree with an Instructional 1 or Educational Specialist 1 Certificate with 15 credits actually taken and earned subsequent to the obtainment of the Bachelor's degree and Instructional 1 or Educational Specialist 1 Certificate and Bachelor's degree with an Instructional 1 or Educational Specialist 1 Certificate with 30 credits actually taken and earned subsequent to the obtainment of the Bachelor's degree and Instructional 1 or Educational Specialist 1 Certificate, respectively.

### **32.3. M and M Equiv. Salary Columns**

**32.3.1.** The term Master's (M) shall mean an earned Master's degree in the area in which the employee is employed to perform.

**32.3.2.** The term Master's Equivalency (M. Equiv.) shall mean the receipt of a Master's Equivalency Certificate from the Pennsylvania Department of Education in the area in which the employee is employed to perform.

**32.3.3.** The receipt of a Master's Equivalency Certificate shall not qualify an employee to utilize the Master's degree column or any subsequent columns of the salary schedule, with the following exception:

**32.3.3.1.** Employees who received a Master's Equivalency Certificate on or before September 1, 1993 may qualify to utilize the Master's degree and M+15 columns.

### **32.4. M+15, M+30, M+45 and M+60 Salary Columns**

The terms M+15, M+30, M+45 and M+60 shall mean an earned Master's degree with 15, 30, 45 and 60 graduate credits actually taken and earned subsequent to the obtainment of the Master's degree, respectively, with the following exceptions set forth in Subparagraphs 32.4.1 and 32.4.2.

**32.4.1.** For employees with an earned Master's degree, in-service credits or undergraduate credits shall be used for placement on the salary schedule only if the Credits Committee approves such credits.

A maximum of fifteen (15) in-service credits may be approved and used for placement on the salary schedule.

The Credits Committee shall be composed of six (6) members: three (3) appointed by the Employer and three (3) appointed by the Association. In all Committee decisions a majority vote shall be final and binding.

**32.4.2.** The receipt of a Master's Equivalency Certificate shall not qualify an employee to utilize the M+15 salary columns, with the following exception:

**32.4.2.1.** Employees who received a Master's Equivalency Certificate on or before September 1, 1993 may qualify to utilize the M+15 salary column provided they have actually taken and earned fifteen (15) graduate credits subsequent to the receipt of the Master's Equivalency Certificate. Undergraduate and in-service credits shall not be utilized or counted toward placement at the M+15 salary column, nor shall credits earned prior to receipt of the Master's Equivalency Certificate be utilized or counted toward placement at the M+15 salary column.

**32.4.3.2.** Employees who received a Master's Equivalency Certificate on or before September 1, 1993 and who are placed in the M+15 column as per Section 32.4.2.1 can move to the M+30, M+45 and M+60 columns only as follows:

- a. Employee must achieve an earned Master's Degree subsequent to placement in the M+15 column AND must earn an additional fifteen (15) graduate credits for placement in the M+30 column;
- b. Employee must earn thirty (30) graduate credits subsequent to achieving the earned Master's Degree for placement in the M+45 column;
- c. Employee must earn forty-five (45) graduate credits subsequent to achieving the earned Master's Degree for placement in the M+60 column.

**32.4.3.** The receipt of a Master's Equivalency Certificate shall not qualify an employee to utilize the M+30, M+45 or M+60 salary columns.

**32.4.4.** The term graduate credit(s) when used in this Agreement shall mean credits actually taken and earned from an accredited college or university, including Graduate Educational Workshops (earned subsequent to July 1, 1994), and/or credits counted toward the fulfillment of the institution's requirements for the granting of an earned Master's or Doctorate degree. Educational Workshop credits earned between September 1992 and July 1, 1994 are not counted for lateral movement on the salary schedule.

**32.5.** The term Doctorate (D) shall mean an earned Doctorate degree granted by an accredited college or university in an area in which the employee is employed to perform.

**32.6.** No employee shall be paid a salary which is higher than the last step on the printed salary schedule (for the normal teacher year).

**32.7.** For purposes of placement on the salary schedule (Appendix E), employees who have received a Master's of Fine Arts (M.F.A.) prior to October 18, 2012 shall be compensated no differently than employees who have received their doctorate (Ed.D.).

**32.8.** Employees who submit the official transcripts or report card of earned graduate credits needed for column movement to the District by October 1 shall receive horizontal column movement on the salary schedule retroactive to the beginning of the school year. Employees who

submit the required transcripts or report card of earned graduate credits needed for column movement to the District by February 1 shall receive horizontal column movement on the salary schedule retroactive to the fourteenth (14<sup>th</sup>) pay period of the school year.

### **ARTICLE 33. PAY PERIODS/DIRECT DEPOSIT**

Employees shall be paid bi-weekly over twelve (12) months. Employees shall be paid by the Employer via direct deposit.

### **ARTICLE 34. PAYROLL DEDUCTIONS/FAIR SHARE**

**34.1.** The Employer agrees to the following payroll deductions when a signed authorization is filed with the Business Office of the Employer authorizing such deductions. Requests for deductions shall be made one (1) month in advance of the beginning date of such deductions. Deductions shall be limited to the following: (1) United Way (United Fund), (2) Lanco Credit Union, (3) Approved tax sheltered programs, (4) Association dues, (5) PACE, and (6) Section 125 Health Care Deductions. Elective payroll deductions (e.g., annuities, health insurance, etc.) shall be made during the first two (2) pay periods in a month. The Employer assumes no liability in connection with such deductions or remittances, and the Association shall indemnify and hold harmless the Employer against any and all claims, demands, suits, or other forms of liability which arise out of or by reason of the deductions. Deductions for numbers (1), (2), (3), (4), (5) and (6) above shall be sent directly to their designated accounts each pay period.

Deductions for approved tax sheltered programs shall only be made for the first two (2) pay periods of each month. No deductions will be taken from the third pay period of any month.

**34.2. Fair Share** – The Manheim Central School District shall conform to the Fair Share Provision of the laws of Pennsylvania. Each nonmember in the bargaining unit represented by the Association under the *Public Employe Relations Act* shall be required to pay a fair share fee as provided by Act 84 of 1988. The Manheim Central School District and the Association agree to comply with all the provisions of said law; to that end, no such deductions of fair share fees shall be withheld via automatic payroll deduction prior to January 16 of any year.

The Association agrees to extend to all nonmembers the opportunity to join the Association. Non-members with bona fide religious objections to a fair share fee may direct the Association to

contribute their agency fee to a non-religious charity. The Association's escrow agent shall provide verification of said payment to any affected nonmember once the total agency fee obligation has been fully satisfied via payroll deduction.

If any legal action is brought against the Manheim Central School District as a result of any actions it is required to perform by the Association pursuant to this Section, the Association agrees to provide for the defense of the Manheim Central School District at the Association's expense and through counsel selected by the Association.

The Manheim Central School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Manheim Central School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Section shall cease.

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

### **ARTICLE 35. DISSEMINATION OF AGREEMENT**

The Employer agrees to pay a one-time cost of printing this Agreement for all current employees. All new bargaining unit members will receive a copy upon employment. The text of this Agreement will be placed on the Employer's website.

### **ARTICLE 36. POSTING OF VACANCIES**

Absent an emergency, for a period of at least two (2) weeks prior to the filling of a vacancy, notice of the Employer's intention of filling a professional vacancy shall be distributed to all bargaining unit members via e-mail. Positions will also be posted on the Employer's website.

## **ARTICLE 37. INDUCTION STIPEND**

Mentor teachers appointed by the Board for the induction program will be paid an annual stipend of Eight Hundred Dollars (\$800). Mentors appointed for part of a year will have their annual stipends prorated.

## **ARTICLE 38. INSTRUCTIONAL FACILITATORS**

- 38.1.** Instructional Facilitators shall be reimbursed for professional organization(s) relating to their certification (excluding PSEA, NEA, and MCEA), at the discretion of the Employer.
- 38.2.** Instructional Facilitators may be granted additional tuition reimbursement, at the discretion of the Superintendent.
- 38.3.** Instructional Facilitators appointed by the Board will be paid an annual stipend in accordance with Appendix G.
- 38.4.** The school district, in its sole discretion, shall determine the number and assignment of Instructional Facilitator positions.

## **ARTICLE 39. SECURITY CAMERAS**

The sole purpose of the security cameras in and around school district buildings is to ensure the safety and security of staff and students on district premises. The video surveillance equipment in the District is not intended to be used, and shall not be used, to evaluate bargaining unit employees.

## **ARTICLE 40. INCORPORATION OF MEMORANDA OF AGREEMENTS**

The following Memoranda of Understanding (MOUs) already agreed to by and between the parties to this Agreement and as attached hereto shall remain in full force and effect for the life of this Agreement, notwithstanding any sunset dates that may be noted within them:

1. *Virtual Academy MOU*, dated July 2011 and signed 11/9/2011 by Board President Nancy Sarley and MCEA President Jonathan Charles;
2. *Literacy Program/Keystones to Opportunity Grant MOU*, dated June 2012 and signed 5/30/2012 by Board President Bryan Howett and MCEA President Jonathan Charles;
3. *Back-to-School Night MOU*, dated May 2012 and signed 5/30/2012 by Board President Bryan Howett and MCEA President Jonathan Charles;
4. *Small Personal Appliances Usage Fee MOU*, dated June 8, 2012 and signed 6/11/2012 by Board President Bryan Howett and MCEA President Jonathan Charles
5. *Release Time for IEP Writing*, dated February 11, 2013, signed by Board President Bryan Howett and MCEA President Louise Anderson.

#### **ARTICLE 41. SEPARABILITY**

If any provisions 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 42. MODIFICATION**

The parties agree that this Agreement represents the entire agreement between the parties and that it may not be rescinded, altered or changed during the term of this Agreement except by instrument, in writing, duly executed by both parties.

#### **ARTICLE 43. TERM OF CONTRACT**

The provisions of this contract shall remain in full force and effect from July 1, 2017 until June 30, 2019.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF THE MANHEIM CENTRAL SCHOOL DISTRICT AND THE MANHEIM CENTRAL EDUCATION ASSOCIATION HAVE CAUSED THESE PRESENTS TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS.

**Manheim Central School District**

By: Kimberly Barnes  
President

Attest: Ben K. Bennett

Dated: 12/19/16

**Manheim Central Education Association**

By: [Signature]  
President

Attest: [Signature]

Dated: 12/19/16



**APPENDIX A-1. EXTRACURRICULAR SCHEDULE  
2017-2018 and 2018-2019 SCHOOL YEARS**

<b>ATHLETIC AREAS</b>	<b>STEP</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
	<b>YEARS</b>	(1-6)	(7-11)	(12-15)	(16-19)	(20+)
<b>CLASS A-FOOTBALL</b>	<b>BASE FACTOR=1</b>	<b>\$2,428</b>	<b>\$2,914</b>	<b>\$3,644</b>	<b>\$4,615</b>	<b>\$5,829</b>
HEAD COACH	2.00	\$4,856	\$5,828	\$7,287	\$9,229	\$11,657
1ST ASSISTANT	1.52	\$3,691	\$4,429	\$5,538	\$7,014	\$8,860
2ND ASSISTANT	1.24	\$3,011	\$3,613	\$4,518	\$5,722	\$7,228
<b>CLASS B - BASKETBALL, WRESTLING, TRAINER</b>						
HEAD COACH	1.70	\$4,128	\$4,954	\$6,194	\$7,845	\$9,909
1ST ASSISTANT	1.38	\$3,351	\$4,021	\$5,028	\$6,368	\$8,044
2ND ASSISTANT	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994
ELEMENTARY	0.62	\$1,506	\$1,807	\$2,259	\$2,861	\$3,614
<b>CLASS C - BASEBALL, SOFTBALL, HOCKEY, TENNIS, TRACK, SOCCER, SWIMMING, VOLLEYBALL</b>						
HEAD COACH	1.40	\$3,400	\$4,080	\$5,101	\$6,461	\$8,160
1ST ASSISTANT	1.04	\$2,526	\$3,031	\$3,789	\$4,799	\$6,062
2ND ASSISTANT	0.80	\$1,943	\$2,331	\$2,915	\$3,692	\$4,663
<b>CLASS D - GOLF, CROSS COUNTRY, RIFLE, CHEERING, WEIGHT TRAINING</b>						
HEAD COACH	1.00	\$2,428	\$2,914	\$3,644	\$4,615	\$5,829
1ST ASSISTANT	0.75	\$1,821	\$2,186	\$2,733	\$3,461	\$4,372
2ND ASSISTANT	0.40	\$972	\$1,166	\$1,458	\$1,846	\$2,332
<b>CLASS E - ATHLETIC DIRECTOR</b>						
HEAD	2.50	\$6,070	\$7,284	\$9,108	\$11,536	\$14,571
1ST ASSISTANT	1.26	\$3,060	\$3,672	\$4,591	\$5,815	\$7,344
<b>NON-ATHLETIC AREAS</b>						
<b>CLASS A - BAND</b>						
SR. HIGH BAND	1.86	\$4,517	\$5,420	\$6,777	\$8,583	\$10,841
MIDDLE SCHOOL BAND	1.00	\$2,428	\$2,914	\$3,644	\$4,615	\$5,829
BAND FRONT	0.75	\$1,821	\$2,186	\$2,733	\$3,461	\$4,372
ASST. BAND FRONT	0.40	\$972	\$1,166	\$1,458	\$1,846	\$2,332
<b>CLASS B - DRAMA DIRECTOR</b>						
DIRECTOR	1.40	\$3,400	\$4,080	\$5,101	\$6,461	\$8,160
ASST. DIRECTOR	0.90	\$2,186	\$2,623	\$3,279	\$4,153	\$5,246
<b>CLASS C-STUDENT GOVERNMENT/PUBLICATIONS</b>						
STUDENT COUNCIL-HIGH SCHOOL	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994
YEARBOOK HEAD-HIGH SCHOOL	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994
YEARBOOK ASSISTANT-HIGH SCHOOL	0.70	\$1,700	\$2,040	\$2,551	\$3,231	\$4,080
NEWSPAPER-HIGH SCHOOL	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994
LITERARY MAGAZINE-HIGH SCHOOL	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994
VIDEO YEARBOOK-HIGH SCHOOL	1.20	\$2,914	\$3,497	\$4,372	\$5,538	\$6,994

STUDENT COUNCIL-MIDDLE SCHOOL	1.00	\$2,428	\$2,914	\$3,644	\$4,615	\$5,829
MEMORY BOOK-MIDDLE SCHOOL	0.70	\$1,700	\$2,040	\$2,551	\$3,231	\$4,080
MEMORY BOOK-ELEMENTARY	0.45	\$1,093	\$1,312	\$1,640	\$2,077	\$2,623

**CLASS D**

CHORUS - HIGH SCHOOL	0.80	\$1,943	\$2,331	\$2,915	\$3,692	\$4,663
ORCHESTRA - HIGH SCHOOL	0.80	\$1,943	\$2,331	\$2,915	\$3,692	\$4,663
JAZZ BAND - HIGH SCHOOL	0.50	\$1,214	\$1,457	\$1,822	\$2,308	\$2,915

**CLASS E - SHOWS (per show)**

ORCHESTRA, CHORUS, ARTWORK, CHOREOGRAPHER	0.45	\$1,093	\$1,312	\$1,640	\$2,077	\$2,623
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**CLASS F**

MIDDLE SCHOOL CHORUS	0.75	\$1,821	\$2,186	\$2,733	\$3,461	\$4,372
MIDDLE SCHOOL ORCHESTRA	0.75	\$1,821	\$2,186	\$2,733	\$3,461	\$4,372
MIDDLE SCHOOL JAZZ BAND	0.45	\$1,093	\$1,312	\$1,640	\$2,077	\$2,623
COSTUMES, SCENERY & LIGHTING	0.40	\$972	\$1,166	\$1,458	\$1,846	\$2,332

**CLASS G - LIGHTING & SOUND**

	0.90	\$2,186	\$2,623	\$3,279	\$4,153	\$5,246
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**APPENDIX A-2. EXTRACURRICULAR, MANAGERS – GAME CONTROL – INTRAMURALS – CLASS ADVISORS**

	<b>2017-2018 AND 2018-2019</b>
<b>SENIOR HIGH-PER EVENT</b>	
FOOD STAND MANAGER	\$171
ASSISTANT MANAGER	\$140
2ND ASSISTANT	\$119
PHOTOGRAPHER	\$93
<b>GAME CONTROL-PER EVENT</b>	
GAME MANAGER (FB)	\$113
TIMERS	\$59
SCORERS	\$59
JUDGES	\$59
PROCTORS	\$54
TICKETS	\$54
GAME MANAGER (WINTER)	\$69
<b>JR. HIGH SCHOOL GAME CONTROL-PER EVENT</b>	
TIMERS	\$54
SCORERS	\$54
PROCTORS	\$61
INTRAMURALS	\$24
<b>CLASS ADVISORS</b>	
SENIOR	\$1,185
JUNIOR	\$731
SOPHOMORE	\$731
FRESHMAN	\$731
<b>OTHER AREAS</b>	
CURRICULUM (PER HOUR)	\$46
KINDERGARTEN (PER HOUR)	\$46
NURSES (PER HOUR)	\$46
FUTURE FARMERS OF AMERICA (FFA) ADVISOR	\$1,586
YOUNG FARMERS	\$1,586
MODEL UNITED NATIONS	\$1,056
NATIONAL HONOR SOCIETY	\$765
MCC ADVISOR	\$592
QUIZ BOWL	\$592
ENVIROTHON TEAM	\$592
MATH COUNTS	\$592
JR ENGINEERING & TECHNOLOGY SOCIETY	\$592
BUILDING TECHNOLOGY FACILITATOR	\$592
ODYSSEY OF THE MIND	\$592

AMNESTY INTERNATIONAL	\$592
FUTURE EDUCATORS OF AMERICA	\$592
SCIENCE FAIR ADVISOR	REFER TO NOTES IN APPENDIX A-4
SCHOLASTIC ARTS	REFER TO NOTES IN APPENDIX A-4
STRING ENSEMBLE	\$592
CHANDSODIE	\$592

Extra Duty contract calculation is made using the lesser of the teacher's per diem rate or the per diem rate of the Bachelor, Step 6 Salary for that contract year.

## APPENDIX A-3. EXTRACURRICULAR EXTENDED SEASON PAY 2017-2018 and 2018-2019

<b>FOOTBALL</b> (per week)	
HEAD COACH	\$515
ASSISTANTS	\$283

<b>BASKETBALL</b> (per game)	
HEAD COACH	\$155
ASSISTANTS	\$118

<b>WRESTLING</b> (per week)	
HEAD COACH	
(1 OR 2 WRESTLERS)	\$155
(3 OR 4 WRESTLERS)	\$206
(5 OR MORE WRESTLERS)	\$258
ASSISTANT COACH	
(1 OR 2 WRESTLERS)	\$118
(3 OR 4 WRESTLERS)	\$170
(5 OR MORE WRESTLERS)	\$221

<b>BASEBALL AND SOFTBALL</b> (per game)	
HEAD COACH	\$124
ASSISTANT COACH	\$93

<b>FIELD HOCKEY / SOCCER / VOLLEYBALL</b> (per game)	
HEAD COACH	\$155
ASSISTANT COACH	\$118

<b>TRACK/SWIMMING</b> (per week)	
HEAD COACH	
(4 OR LESS QUALIFIERS)	\$155
(5 - 9 QUALIFIERS)	\$206
(10 OR MORE QUALIFIERS)	\$258
ASSISTANT COACH	
(4 OR LESS QUALIFIERS)	\$155
(5 - 9 QUALIFIERS)	\$155
(10 OR MORE QUALIFIERS)	\$155

<b>CROSS COUNTRY</b> (per week)	
HEAD COACH	
DISTRICT MEET	\$103
STATE MEET	\$155

<b>TENNIS</b>	
HEAD COACH	
<u>TEAM</u>	
LEAGUE (per match)	\$103
DISTRICT (per match)	\$155
STATE (per match)	\$206
<u>INDIVIDUAL</u>	
DISTRICT MEET – SINGLES (per week)	\$155
DISTRICT MEET – DOUBLES (per week)	\$155
STATE MEET – SINGLES (per week)	\$206
STATE MEET – DOUBLES (per week)	\$206

<b>GOLF</b> (per week)	
HEAD COACH	
DISTRICT TOURNAMENT	\$124
STATE TOURNAMENT	\$155

<b>CHEERLEADING</b> (per week)	\$103
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<b>BAND</b> (per event)	
BAND DIRECTOR	\$155
BAND FRONT ADVISOR	\$77
ASST. BAND FRONT ADVISOR	\$52
DISTRICT BAND	\$155
STATE BAND	\$206

<b>ORCHESTRA</b> (per event)	
DISTRICT ORCHESTRA	\$155
STATE ORCHESTRA	\$206

<b>CHORUS</b> (per event)	
DISTRICT CHORUS	\$155
STATE CHORUS	\$206

## APPENDIX A-4. EXTRA-CURRICULAR POSITION LISTING

### ATHLETIC AREAS

CLASS A				
	FOOTBALL			
HEAD COACH	(1)			
1 <sup>ST</sup> ASSISTANT *	(4)			
2 <sup>ND</sup> ASSISTANT **	(2)			
* The Middle School Head Coach is listed as a 1 <sup>st</sup> Assistant ** One 2 <sup>nd</sup> Assistant at each level				

CLASS B				
	BASKETBALL (BOYS)	BASKETBALL (GIRLS)	WRESTLING	TRAINER
HEAD COACH	(1)	(1)	(1)	<i>Contracted</i>
1 <sup>ST</sup> ASSISTANT *	(2)	(2)	(2)	(1)
2 <sup>ND</sup> ASSISTANT	(2)	(2)	(1)	(0)
DEVELOPMENTAL **	(1)	(1)	(0)	(0)
* The Middle School Head Coach is listed as a 1 <sup>st</sup> Assistant ** was previously titled ELEMENTARY				

CLASS C				
	BASEBALL	SOFTBALL	HOCKEY	TENNIS (BOYS)
HEAD COACH	(1)	(1)	(1)	(1)
1 <sup>ST</sup> ASSISTANT	(1)	(1)	(2)	(0)
2 <sup>ND</sup> ASSISTANT	(0)	(0)	(2)	(0)

CLASS C				
	TENNIS (GIRLS)	TRACK *	SOCCER (BOYS)	SOCCER (GIRLS)
HEAD COACH	(1)	(1)	(1)	(1)
1 <sup>ST</sup> ASSISTANT **	(1)	(2)	(2)	(0)
2 <sup>ND</sup> ASSISTANT	(0)	(2)	(2)	(0)
* Track 1 <sup>st</sup> and 2 <sup>nd</sup> Assistants are one per gender ** The Middle School Head Coach is listed as a 1 <sup>st</sup> Assistant for Boys and Girls Soccer				

CLASS C				
	SWIMMING	VOLLEYBALL (BOYS)	VOLLEYBALL (GIRLS)	
HEAD COACH	(1)	(1)	(1)	
1 <sup>ST</sup> ASSISTANT	(1)	(1)	(1)	
2 <sup>ND</sup> ASSISTANT	(0)	(0)	(0)	

<b>CLASS D</b>				
	GOLF	CROSS COUNTRY	RIFLE	
HEAD COACH	(1)	(1)	(1)	
1 <sup>ST</sup> ASSISTANT	(0)	(0)	(0)	
2 <sup>ND</sup> ASSISTANT	(0)	(0)	(0)	

<b>CLASS D</b>				
	CHEER (FALL)	CHEER (WINTER)	WEIGHT	
HEAD COACH	(1)	(1)	(1)	
1 <sup>ST</sup> ASSISTANT *	(2)	(2)	(0)	
2 <sup>ND</sup> ASSISTANT	(0)	(0)	(0)	
* The Middle School Head Coach is listed as a 1 <sup>st</sup> Assistant				

<b>CLASS E</b>				
	ATHLETIC DIRECTOR			
HEAD COACH	(1)			
1 <sup>ST</sup> ASSISTANT *	(0)			
2 <sup>ND</sup> ASSISTANT	(0)			

**NON-ATHLETIC AREAS**

<b>CLASS A</b>				
HS BAND DIRECTOR	(1)			
MS BAND DIRECTOR	(1)			
BAND FRONT *	(2)			
ASSISTANT BAND FRONT *	(2)	* These positions may be combined in pairs (one at each level – Band Front and Asst. Band Front) and divided by more than 2 individuals. The salary is calculated based on each person's percentage and placement on the step scale.		
<b>CLASS B</b>				
	(1) per listed position			
<b>CLASS C</b>				
	(1) per listed position			
<b>CLASS D</b>				
	(1) per listed position			
<b>CLASS E</b>				
	(1) per listed position, per show			
<b>CLASS F</b>				
	(1) per listed position			
<b>CLASS G</b>				
	(1) per listed position			

**MANAGERS, GAME CONTROL, INTRAMURALS, CLASS ADVISORS**

<b>HIGH SCHOOL (per event)</b>	
FOOD STAND MGR	(1)
ASSISTANT MANAGER	(1)
2 <sup>ND</sup> ASSISTANT	(1)
PHOTOGRAPHER	(1)
ANNOUNCER	(1)
<b>GAME CONTROL</b>	As assigned by Athletic Director, per event
<b>CLASS ADVISORS</b>	(2) per High School class
<b>OTHER AREAS</b>	(1) per listed position with the following exceptions:
	TECH FACILITATORS (12) : 2 per Elementary School and 3 for each of the High School and Middle School
	SCIENCE FAIR ADVISORS: \$1,082 per grade at the Middle School, divided by the staff and designated by the Principal
	SCHOLASTIC ARTS: \$592 divided equally by 3 at the High School and 1 (grades 7/8) at the Middle School

The School District shall have discretion to decide the number of paid advisor/facilitator positions set forth herein.



## **APPENDIX B**

### **HEALTH INSURANCE AND RELATED BENEFITS**

1. The District shall offer a point of service (POS) plan to its eligible employees. The terms of the plan and employee contributions are outlined on the attached charts.
2. The District reserves the right to change insurers/provider networks or third-party administrators during the term of the Agreement, provided equivalent benefits remain available.
3. In the event the District offers more than one health care plan in the future, and participation in any plan falls below 15% of the MCEA membership for any contract year, the District has the right to terminate that plan during the subsequent contract year.
4. Consistent with federal tax law, retirees shall no longer have the option of applying the value of their retirement bonus toward MCSD health coverage beyond retirement. Consistent with the School Code, retirees who are covered or eligible to be covered as an employee or dependent under any other employer-provided health plan shall not be eligible for coverage under any MCSD health insurance program.
5. As provided in Sections 31.3 and 31.4, the District will continue to reimburse employees for certain unreimbursed medical, vision and dental expenses. However, the District may require that these amounts be provided through the Section 125 plan as permitted by law.

## MEDICAL PLAN SCHEDULE OF BENEFITS

	Point of Service (POS) Plan	
	In-Network	Out-of-Network
Claim Forms	No	Yes
Pre-Admission (In-Patient) * Pre-Certification Responsibility	Physician	Patient
Annual Deductible * Individual/Family	\$250 Indiv/\$500 Family (Deductible waived if using Lancaster Regional Medical Center or Heart of Lancaster Hospital)	\$400 Indiv/\$800 Family
Co-Payment Annual Out-Of-Pocket max including Deductible * Individual/Family	\$250 Indiv/\$500 Family	80%-20% to \$2,000 = \$400 \$700 Indiv/\$1,400 Family
Family Practice Physician Office Visits	\$20 co-pay	Deductible 80%-20%
Specialist Physician Office Visits	\$30 co-pay	Deductible 80%-20%
Well Child Care from Birth	Covered in Full as per ACA	Deductible 80%-20%
Childhood Immunizations	Covered in Full as per ACA	No deductible 80%-20%
Routine Physical Exams	Unless covered in Full by ACA, \$20 co-pay	Deductible 80%-20%
Routine Annual Pap & Pelvic Exam Routine mammograms – over age 50, 1 per year unless ACA says otherwise	Covered in Full as per ACA	Deductible 80%-20%
Surgical Services and Anesthesia	Covered in Full after Deductible	Deductible 80%-20%
Birthing Facility and Outpatient Surgical Facility Charges	Covered in Full after Deductible	Deductible 80%-20%
X-Ray & Lab (including diagnostic)	Covered in Full after Deductible	Deductible 80%-20%
Pre-Admission Testing	Covered in Full after Deductible	Deductible 80%-20%

	Point of Service (POS) Plan	
	In-Network	Out-of-Network
In-Hospital Services (including hospital incidentals)	Covered in Full after Deductible	Deductible 80%-20%
Emergency Accident Services at Hospital	\$50 co-pay waived if admitted	
Emergency Out-Patient Sickness	\$100 co-pay waived if admitted	
Urgent Care Visit Co-Pays	\$50 co-pay	
Lifetime Maximum	Unlimited	
Prescription Drugs <ul style="list-style-type: none"> <li>• Generic</li> <li>• Brand Formulary</li> <li>• Brand Non-Formulary</li> </ul>	<p style="text-align: center;"><u>Retail</u></p> <p style="text-align: center;">One retail prescription is limited to a 30-day supply or 100 unit dose, whichever is greater</p> <p style="text-align: center;">Generic \$5 co-pay; Brand Formulary \$25 co-pay; Brand Non-Formulary \$50</p> <p style="text-align: center;"><u>Mail Service for 90 Day Maintenance Drugs</u></p> <p style="text-align: center;">Any one mail service prescription is limited to a 90-day supply or three times the retail prescription supply/dose, whichever is greater.</p> <p style="text-align: center;">Generic \$10 co-pay; Brand Formulary \$50 co-pay; Brand Non-Formulary \$50</p>	

## MENTAL HEALTH AND CHEMICAL DEPENDENCY CARE

Mental Health Services	Coinsurance or Co-Pay		Benefit Maximum
	In-Network	Out-of-Network	
Inpatient Services (for acute short-term conditions)	100%	80% - UCR	Unlimited
Outpatient Services (for crisis intervention and treatment of conditions responsive to short-term therapy. Outpatient services include psychological testing when it relates to the formulation of a treatment plan)			Unlimited
Individual Therapy Group Therapy	\$15 Co-Pay \$10 Co-Pay	80% - UCR 80% - UCR	
Medication Checks	\$5 Co-Pay	80% - UCR	Unlimited Visits

Chemical Dependency	Coinsurance or Co-Pay		Benefit Maximum
	In-Network	Out-of-Network	
Inpatient Detoxification	100%	80% - UCR	Unlimited
Non-Hospital Residential Treatment (for rehabilitation and counseling)	100%	80% - UCR	Unlimited
Outpatient Services	\$15 Co-Pay	80% - UCR	Unlimited

## APPENDIX C

### INCOME PROTECTION BENEFITS

The School District shall provide income protection benefits for total disability resulting from accidental bodily injury or sickness to full-time professional employees, subject to the following conditions:

1. The member of the bargaining unit must have completed one (1) year of continuous service with the District.

2. Benefits shall begin on the first (1<sup>st</sup>) day after the exhaustion of sick leave, but not before the thirty-first (31<sup>st</sup>) day of continuous total disability.

3. (a) Benefits shall be payable for a maximum of two (2) years for continuous total disability resulting from sickness.

(b) Benefits shall be payable for a maximum of five (5) years for continuous total disability resulting from accidental bodily injury.

(c) The maximums stated above are lifetime maximums. This benefit is not cumulative and is not a recurring benefit. It can be used for different periods of disability during different school years but the total usage of income protection benefit payments by one Employee cannot exceed the maximums stated above.

4. Benefits shall be paid monthly at the rate of two-thirds ( $2/3 = 66 \frac{2}{3}\%$ ) of employee's salary at the date of total disability.

5. (a) The amount of monthly benefit will be reduced by any disability income the employee may receive under the Federal Social Security Act, including any benefits provided for dependents, any Workmen's Compensation Laws and any benefits paid or payable from the Public School Employee's Retirement System of Pennsylvania or any other retirement plan contributed to by the Employer.

In no event shall the total monthly benefit, when added to all other disability income, exceed an amount equal to two-thirds ( $2/3 = 66 \frac{2}{3}\%$ ) gross monthly salary prior to the date total disability commenced.

The amount of the monthly benefit shall be calculated as follows: two-thirds ( $2/3 = 66\ 2/3\%$ ) of total salary less (-) any compensation such as (Workmen's Compensation + Statutory Disability Plans + Social Security Payments + Pension Plans + Wages from other employers) = Income Protection Payment.

(b) Example: Employee's salary = \$1,000/month  
Workmen's Compensation, Pension Plans, etc. = \$300/month  
Calculation ( $2/3 \times 1000$ ) - (300) = Income Protection  
Payment \$666.67 - \$300 = \$366.67/month

(c) The Income Protection Payment is set at a minimum of \$50.00/month.

6. (a) Employees who became disabled while on an unpaid leave of absence shall not be covered under this provision.

(b) Benefits are not payable beyond an Employee's retirement date;

(c) Benefits shall not be paid for any disability arising from an injury which was incurred while the Employee was engaged in remunerative work unrelated to school duties.

(d) Benefits shall not be paid for any day(s) for which the Employee would not have normally been paid;

7. (a) An Employee seeking benefits must submit written certification by a health care provider (as defined in FMLA regulations) that he/she is disabled from work, which certification must indicate the nature of the disability, the date it began (or the expected date it will begin), and the expected date it will end.

(b) The Employee must also submit a written certification from a health care provider at the end of the disability period, stating that he/she is no longer disabled and is able to return to work.

(c) The District may reasonably require the Employee to submit physician's statements from his/her health care provider during the period of disability as to the status of the disability and the Employee's continuing need for leave.

(d) Before granting this benefit, the District may require the Employee to receive a physical examination from a health care provider of the Employer's choosing to verify that the Employee is unable to work.

## APPENDIX D

### EMPLOYEE DENTAL INSURANCE

The employer shall pay dental insurance premiums for all professional employees. Such insurance shall provide the following coverages:

	Dental Treatment Costs	
	Paid by Carrier	Paid by Patient
<b>A. <u>Diagnostic</u></b> Includes visits, examinations, diagnosis, consultations, and necessary x-rays.	100%	0%
<b>B. <u>Preventive</u></b> Includes prophylaxis (teeth cleaning), application of fluoride solutions to retard dental decay	100%	0%
<b>C. <u>Restorative</u></b> Include amalgam, synthetic porcelain and plastic fillings, gold fillings, and crowns when teeth cannot be restored with a filling material.	100%	0%
<b>D. <u>Oral Surgery</u></b> Provides for extractions and other oral surgical procedures, including pre-operative and post-operative care.	80%	20%
<b>E. <u>Endodontics</u></b> Provides pulp therapy and root canal.	80%	20%
<b>F. <u>Non-Surgical Periodontics</u></b> Provides necessary services for detecting and eliminating diseases affecting supporting structures of the teeth.	80%	20%
<b>G. <u>Surgical Periodontics</u></b> Includes necessary procedures for treatment of the tissue supporting the teeth in care patterns Type III and IV (surgical).	80%	20%
<b>H. <u>Prosthodontics</u></b> Includes necessary procedures for replacement of missing teeth by construction or repair of bridges and partial or complete dentures.	50%	50%

The payments for treatment performed by either participating or non-participating dentists will be made based on the UCR maximum, the same maximum for both dentists.

MAXIMUM -- \$1,300 per calendar year, per person.

**APPENDIX E**  
**SALARY SCHEDULES**

1

<b>Manheim Central</b>
<b>2017-2018</b>

<b>Steps</b>											
<u>From</u>	<u>In</u>										
<u>Top</u>	<u>Contract</u>	<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>ME</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
16	1	49,403	51,607	53,811	54,186	56,015	58,219	60,423	62,627	64,831	67,035
15	2	50,666	52,870	55,074	55,449	57,278	59,482	61,686	63,890	66,094	68,298
14	3	51,929	54,133	56,337	56,712	58,541	60,745	62,949	65,153	67,357	69,561
13	4	53,192	55,396	57,600	57,975	59,804	62,008	64,212	66,416	68,620	70,824
12	5	54,455	56,659	58,863	59,238	61,067	63,271	65,475	67,679	69,883	72,087
11	6	55,718	57,922	60,126	60,501	62,330	64,534	66,738	68,942	71,146	73,350
10	7		59,185	61,389	61,764	63,593	65,797	68,001	70,205	72,409	74,613
9	8		60,448	62,652	63,027	64,856	67,060	69,264	71,468	73,672	75,876
8	9		61,711	63,915	64,290	66,119	68,323	70,527	72,731	74,935	77,139
7	10		62,974	65,178	65,553	67,382	69,586	71,790	73,994	76,198	78,402
6	11		64,237	66,441	66,816	68,645	70,849	73,053	75,257	77,461	79,665
5	12		65,500	67,704	68,079	69,908	72,112	74,316	76,520	78,724	80,928
4	13		66,763	68,967	69,342	71,171	73,375	75,579	77,783	79,987	82,191
3	14		68,026	70,230	70,605	72,434	74,638	76,842	79,046	81,250	83,454
2	15		69,289	71,493	71,868	73,697	75,901	78,105	80,309	82,513	84,717
1	16		70,552	72,756	73,131	74,960	77,164	79,368	81,572	83,776	85,980
Top	17		71,815	74,019	74,394	76,223	78,427	80,631	82,835	85,039	87,243

*For 2017-2018 only, each member of the bargaining unit is repositioned on the above salary schedule at the lowest step of their 2016-2017 column placement for which s/he receives at least \$1,000 increase over his/her 2016-2017 base salary for the same column in 2017-2018 as 2016-2017. This is a one-time-only step adjustment after which each employee will advance one (1) step each year within their column after 2017-2018.*



**APPENDIX E**  
**SALARY SCHEDULES**

<b>Manheim Central</b>											
<b>2018-2019</b>											

<b>Steps</b>		<b>B</b>	<b>B+15</b>	<b>B+30</b>	<b>ME</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>	<b>D</b>
<u>17-18</u>	<u>18-19</u>										
	<b>1</b>	50,262	52,466	54,670	55,045	56,874	59,078	61,282	63,486	65,690	67,894
<b>1</b>	<b>2</b>	51,521	53,725	55,929	56,304	58,133	60,337	62,541	64,745	66,949	69,153
<b>2</b>	<b>3</b>	52,780	54,984	57,188	57,563	59,392	61,596	63,800	66,004	68,208	70,412
<b>3</b>	<b>4</b>	54,040	56,244	58,448	58,823	60,652	62,856	65,060	67,264	69,468	71,672
<b>4</b>	<b>5</b>	55,299	57,503	59,707	60,082	61,911	64,115	66,319	68,523	70,727	72,931
<b>5</b>	<b>6</b>	56,558	58,762	60,966	61,341	63,170	65,374	67,578	69,782	71,986	74,190
<b>6</b>	<b>7</b>		60,022	62,226	62,601	64,430	66,634	68,838	71,042	73,246	75,450
<b>7</b>	<b>8</b>		61,281	63,485	63,860	65,689	67,893	70,097	72,301	74,505	76,709
<b>8</b>	<b>9</b>		62,540	64,744	65,119	66,948	69,152	71,356	73,560	75,764	77,968
<b>9</b>	<b>10</b>		63,800	66,004	66,379	68,208	70,412	72,616	74,820	77,024	79,228
<b>10</b>	<b>11</b>		65,059	67,263	67,638	69,467	71,671	73,875	76,079	78,283	80,487
<b>11</b>	<b>12</b>		66,318	68,522	68,897	70,726	72,930	75,134	77,338	79,542	81,746
<b>12</b>	<b>13</b>		67,578	69,782	70,157	71,986	74,190	76,394	78,598	80,802	83,006
<b>13</b>	<b>14</b>		68,837	71,041	71,416	73,245	75,449	77,653	79,857	82,061	84,265
<b>14</b>	<b>15</b>		70,096	72,300	72,675	74,504	76,708	78,912	81,116	83,320	85,524
<b>15</b>	<b>16</b>		71,356	73,560	73,935	75,764	77,968	80,172	82,376	84,580	86,784
<b>16-17</b>	<b>17</b>		72,615	74,819	75,194	77,023	79,227	81,431	83,635	85,839	88,043

**APPENDIX F**  
**SALARY SCHEDULE STEP PLACEMENT CHART**  
**2017-2018**

yrs	B	yrs	B15	yrs	B30	yrs	ME	yrs	M	yrs	M15	yrs	M30	yrs	M45	yrs	M60	yrs	D
0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1
1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1
3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1	3	1
4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1	4	1
5	1	5	1	5	1	5	1	5	1	5	1	5	1	5	1	5	1	5	1
6	1	6	1	6	1	6	1	6	1	6	1	6	1	6	1	6	1	6	1
7		7	1	7	1	7	1	7	1	7	1	7	1	7	1	7	1	7	1
8		8	1	8	1	8	1	8	1	8	1	8	1	8	1	8	1	8	1
9		9	1	9	1	9	1	9	1	9	1	9	1	9	1	9	1	9	2
10		10	2	10	1	10	2	10	2	10	2	10	2	10	2	10	2	10	3
11		11	3	11	2	11	3	11	4	11	4	11	4	11	4	11	3	11	4
12		12	5	12	4	12	4	12	5	12	5	12	5	12	5	12	4	12	5
13		13	6	13	5	13	6	13	6	13	6	13	6	13	6	13	6	13	6
14		14	7	14	7	14	7	14	7	14	7	14	7	14	7	14	7	14	7
15		15	9	15	8	15	8	15	9	15	9	15	9	15	9	15	8	15	8
16		16	10	16	9	16	10	16	10	16	10	16	10	16	10	16	10	16	10
17		17	11	17	10	17	11	17	12	17	12	17	11	17	11	17	11	17	11
18		18	11	18	10	18	11	18	12	18	12	18	11	18	11	18	11	18	11
19		19	13	19	12	19	12	19	13	19	13	19	13	19	13	19	13	19	13
20		20	13	20	12	20	12	20	13	20	13	20	13	20	13	20	13	20	13
21		21	13	21	12	21	12	21	13	21	13	21	13	21	13	21	13	21	13
22		22	14	22	13	22	15	22	14	22	14	22	15	22	14	22	14	22	14
23		23+	17	23+	16	23+	16	23	16	23	15	23	16	23	16	23	16	23	16
								24+	17	24+	17	24+	17	24+	17	24+	17	24+	17

## APPENDIX F SALARY SCHEDULE STEP PLACEMENT CHART

2018-2019

yrs	B	yrs	B15	yrs	B30	yrs	ME	yrs	M	yrs	M15	yrs	M30	yrs	M45	yrs	M60	yrs	D
0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1	0	1
1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2
3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2
4	2	4	2	4	2	4	2	4	2	4	2	4	2	4	2	4	2	4	2
5	2	5	2	5	2	5	2	5	2	5	2	5	2	5	2	5	2	5	2
6	2	6	2	6	2	6	2	6	2	6	2	6	2	6	2	6	2	6	2
7		7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2	7	2
8		8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2	8	2
9		9	2	9	2	9	2	9	2	9	2	9	2	9	2	9	2	9	2
10		10	2	10	2	10	2	10	2	10	2	10	2	10	2	10	2	10	3
11		11	3	11	2	11	3	11	3	11	3	11	3	11	3	11	3	11	4
12		12	4	12	3	12	4	12	5	12	5	12	5	12	5	12	4	12	5
13		13	6	13	5	13	5	13	6	13	6	13	6	13	6	13	5	13	6
14		14	7	14	6	14	7	14	7	14	7	14	7	14	7	14	7	14	7
15		15	8	15	8	15	8	15	8	15	8	15	8	15	8	15	8	15	8
16		16	10	16	9	16	9	16	10	16	10	16	10	16	10	16	9	16	9
17		17	11	17	10	17	11	17	11	17	11	17	11	17	11	17	11	17	11
18		18	12	18	11	18	12	18	13	18	13	18	12	18	12	18	12	18	12
19		19	12	19	11	19	12	19	13	19	13	19	12	19	12	19	12	19	12
20		20	14	20	13	20	13	20	14	20	14	20	14	20	14	20	14	20	14
21		21	14	21	13	21	13	21	14	21	14	21	14	21	14	21	14	21	14
22		22	14	22	13	22	13	22	14	22	14	22	14	22	14	22	14	22	14
23		23	15	23	14	23	16	23	15	23	15	23	16	23	15	23	15	23	15
		24+	17	24+	17	24+	17	24+	17	24	16	24+	17	24+	17	24+	17	24+	17
										25+	17								

## **APPENDIX G**

### **STIPENDS FOR INSTRUCTIONAL FACILITATORS, TECHNOLOGY AMBASSADORS AND TEAM LEADERS**

Instructional Facilitators shall be compensated in accordance with the following compensation model for each full year of service:

- a. For non-core subject areas, a base compensation amount consists of a set rate. This rate is \$2,250 for the school year. If an individual is responsible for an additional content area, the individual shall be compensated with an additional \$1,125 per additional content area. Grade level distribution is determined on a yearly basis by the administration.
- b. For core subject areas, a base compensation amount consists of a set rate. This rate is \$2,250 for the school year. If an individual is responsible for an additional level, the individual shall be compensated with an additional \$1,125 per additional level. Grade level distribution is determined on a yearly basis by the administration.

Technology ambassadors shall be paid an annual stipend for each full year of service in the amount of \$2,250.

Team Leaders shall be paid an annual stipend for each full year of service in the amount of \$1,900.

RECEIVED  
NOV 09 2011

Memorandum of Understanding

BY: .....*AK*.....

This Memorandum of Understanding ("MOU") is entered into this \_\_\_ day of July 2011, by and between the Manheim Central School District ("District") and the Manheim Central Education Association ("Association") regarding the District's Virtual Academy, which will begin operations at the start of the 2011-2012 school year.

Background Information: The District has established the Virtual Academy ("Virtual Academy"), which is a cyber educational program aimed at secondary students grades 6-12 residing within the School District. The Virtual Academy is primarily intended to serve two different resident student audiences: (1) resident students in grades 6-12 who currently attend cyber charter schools; and (2) grade 6-12 students interested in taking supplemental courses which are not available as part of the traditional secondary grades 6-12 curriculum either due to a lack of sufficient student interest or the absence of qualified bargaining unit members to teach such supplemental courses.

Intending to be legally bound, the parties hereby agree as follows:

1. ***Full-Time Cyber Program for Certain Students.*** The District may offer a full-time educational program through its Virtual Academy in order to entice the following resident school-aged children to enroll as students within the District:
  - a. children participating in a home education program pursuant to School Code § 1327.1, or being privately tutored pursuant to School code § 1327;
  - b. children attending a charter school or cyber charter school; and
  - c. children attending a private, parochial or independent school.
2. ***Supplemental Cyber Program for Secondary Students.*** The District may offer grade 6 - 12 students the opportunity to participate in academic courses offered through the Virtual Academy, which cannot reasonably be offered by the District. The District agrees that if Manheim Central students' enrollment in a particular Virtual Academy course offering reaches 24 students, the District and Association shall engage in "meet and discuss" to determine the feasibility of a bargaining unit member teaching that course within a traditional classroom setting at High School or Middle School. Once this determination is made, if applicable, the District and the Association shall bargain the wages, hours, and terms and conditions of employment of said position or offering.
3. ***Alternative Education for District Students.*** The District may use the Virtual Academy to provide alternative education services to students: (a) who have been suspended or expelled from school by the District; or (b) who are lawfully absent from the District's regular program due to medical reasons. The District agrees that a student absent from school due to a suspension, expulsion or medical reason for a period less than 20 consecutive calendar days shall receive alternative education services by participating in

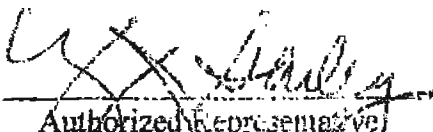
the homebound instruction taught by a qualified bargaining unit member, unless such an individual is not readily available to perform homebound instruction for that period of time.

4. ***Bargaining Unit Members Virtual Academy Assignments.*** As part of the regular work day, the District may assign bargaining unit members to work with students participating in the Virtual Academy in any of the following manners:
  - a. supervise a classroom for an entire instructional period/block during the teacher day while Grade 6-12 students participate in Virtual Academy courses;
  - b. provide face-to-face mentoring activities to full-time Virtual Academy students for an entire instructional period/block during the teacher day at the High School or Middle School; or
  - c. develop and deliver supplemental instructional activities for students participating in a Virtual Academy course within the bargaining unit member's area of certification. Such supplemental activities would take place for an entire instructional period/block during the teacher day at High School or Middle School.
  
5. ***Virtual Academy Work Assignment Rules.*** The District agrees to abide by the following rules when bargaining unit members are assigned duties outlined above in Paragraph 4:
  - a. No bargaining unit member shall be assigned to perform duties relative to the Virtual Academy outside of the traditional teacher work day or work year as specified by the Collective Bargaining Agreement;
  - b. Monitoring of or mentoring for a Virtual Academy course by a bargaining unit member shall be considered a regular instructional period/block assignment during the teacher day;
  - c. No bargaining unit member shall be required to either monitor or mentor more than 29 students participating in a Virtual Academy course during a single instructional period/block;
  - d. No bargaining unit member shall be required to evaluate, grade or otherwise assess the overall academic performance of a student participating in a Virtual Academy course; however, the bargaining unit member may be asked to grade a student assignment that he/she assigned to the student; and
  - e. Bargaining unit members shall be provided during the traditional teacher work day and within the normal work year as specified by the Collective Bargaining Agreement adequate training in any technology that they will be required to use in fulfilling their responsibilities relative to the Virtual Academy.

6. **Virtual Academy Working Group.** The District and Association shall establish a Virtual Academy Working Group to review issues related to the Virtual Academy. The Working Group shall be comprised of three (3) District administrators and three (3) bargaining unit members selected by the Association. The Working Group shall meet as frequently as the parties mutually deem appropriate, but no less than once each semester during the academic year. Any recommendations jointly agreed upon by the Virtual Academy Working Group that relate to wages, hours, and/or terms and conditions of employment shall be reduced to writing and subject to ratification by and between the District and the Association prior to implementation.
  
7. **Reservation of Rights.** The District and Association reserve to themselves any and all rights that they have under the Public School Code, the Public Employee Relations Act, the State Board of Education regulations and any other applicable laws that directly or indirectly relate to the operation of the Virtual Academy.
  
8. **Preserving of Bargaining Unit Positions.** During the term of this MOU, the District and the Association agree that no bargaining unit members will be demoted, furloughed or non-renewed as a direct result of the District's implementation of the Virtual Academy. The intent of the Virtual Academy is to attract students enrolled in other cyber charter or charter schools to the District's own in-house virtual school to minimize the District's outgoing charter school payments to other entities to the extent possible, and to offer supplemental courses which are not available as part of the traditional grade 6-12 curriculum either due to a lack of sufficient student interest or the absence of qualified bargaining unit members to teach such supplemental courses, not to supplant bargaining unit work borne by the Association.
  
9. **Disputes.** The District and the Association agree that any disputes that may arise regarding the implementation of the Virtual Academy program will be subject to resolution through the grievance procedures outlined in the Collective Bargaining Agreement.
  
10. **Term of Agreement.** This MOU shall be effective until the end of the 2013-2014 school year, unless the District and Association mutually agree to modify or extend the MOU before the expiration date.

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

**Manheim Central School District**

By:   
 \_\_\_\_\_  
 Authorized Representative

Date: \_\_\_\_\_

**Manheim Central Education Association**

By:   
Authorized Representative

Date: 11/9/11



RECEIVED  
JUN 30 2012  
BY: BK

**MEMORANDUM OF UNDERSTANDING**  
by and between the  
**Board of Directors of the Manheim Central School District**  
and the  
**Manheim Central Education Association**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of June 2012 by and between the Manheim Central School District (hereinafter "District") and the Manheim Central Education Association (hereinafter "Association") to memorialize their mutual understanding regarding the staffing of Literacy grant-funded positions at the elementary level commencing with the 2012-2013 contract year and lasting only through the duration of the contract year in which grant funding is available for the District's Literacy program at the elementary level.

1. The District and Association agree that the *Keystones to Opportunity Grant* (hereinafter "Grant") awarded by the Commonwealth of Pennsylvania shall be used to fund the staffing of temporary professional and professional employees in the District's Literacy program at the elementary level only to the extent such Grant funding remains available to the District each year said Grant is secured.
2. Upon the expiration of said Grant and in an attempt to avoid the need to furlough existing temporary professional and professional employees in the bargaining unit who are transferred, in the District's sole discretion, into one of the Literacy grant-funded positions, the District and Association hereby agree that vacancies in the bargaining unit that arise from time to time in those positions presently staffed by said transferred employees shall be staffed by new personnel designated as "interim" employees. As such, no such "interim" employee shall have an expectation of continued employment beyond the contract year in which Grant funding expires for the Literacy grant-funded program. Upon the expiration of said Grant, existing temporary professional and professional employees in the bargaining unit shall be transferred back into those positions they held prior to the initial Grant being secured.
3. Individuals hired as "interim" employees under the terms of this MOU shall be deemed by both parties to be part of the bargaining unit represented by the Association. As such, the parties agree that such employees, despite their status as "interims," shall have their wages, hours, and terms and conditions of employment established consistent with the terms and conditions set forth in the Collective Bargaining Agreement by and between the parties; provided, however, the provisions for tuition repayment for "interim" employees who resign or are no longer employed by the District upon the expiration of the Grant shall be waived by the District. Nothing in this paragraph shall be deemed to require the District to recognize "interims" as bargaining unit members beyond the contract year in which Grant funding expires for the Literacy grant-funded program.
4. Upon the expiration of said Grant, any employee initially hired into a bargaining unit position as an "interim" employee who remains in the employ of the District shall have his/her status as "interim" removed and become a regular employee of the District and have all his/her seniority within the District fully restored retroactive to his/her original date of hire as an "interim" employee.

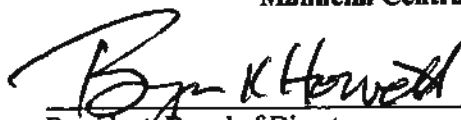
5. In the event an "interim" employee hired into a bargaining unit position is no longer needed in the employ of the District upon the expiration of the Grant, said employee may be eligible for unemployment compensation from the Commonwealth of Pennsylvania as a temporary safety net. The District agrees not to challenge any request for unemployment compensation benefits should any such displaced employee apply for said benefits.
6. The District and Association agree that this Memorandum of Understanding is entered into as a result of significant extenuating circumstances arising primarily out of the uncertainty in school funding at the federal, state, and local levels for the District beyond the current school year and, therefore, shall establish neither a precedent nor a practice by and between the parties to this Agreement.

The District and Association agree that this Memorandum of Understanding does not in any way modify or amend any article, term or provision of the Collective Bargaining Agreement by and between the Board of Directors of the District and the Association. The District and Association agree that any disputes that may arise regarding the application or implementation of this MOU shall be subject to the grievance procedures outlined in the Collective Bargaining Agreement by and between the District and the Association.

In the event that any provision of this MOU shall be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

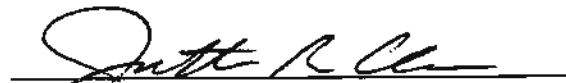
Intending to be legally bound the parties hereby indicate their agreement to the above terms by affixing their signatures below.

**Manheim Central School District**

  
\_\_\_\_\_  
President, Board of Directors

Date: 5/30/12

**Manheim Central Education Association**

  
\_\_\_\_\_  
President, MCEA

Date: 5/30/12

RECEIVED  
MAY 30 2012

MEMORANDUM OF UNDERSTANDING

BY: BK

This Agreement is between the Manheim Central School District (hereinafter "District") and the Manheim Central Education Association (hereinafter "Association"); and

Whereas, the District and Association are parties to a Collective Bargaining Agreement covering the period 2007 through 2010; and

Whereas, an issue arose as it relates to Back-to-School-Night at the Elementary and Middle School levels; and

Whereas, that resulted in the filing of two grievances (No. 11/12-02 and No. 11/12-03); and

Whereas, the parties had an opportunity to discuss the grievances and issues surrounding Back-to-School Night.

Now therefore, the parties agree as follows:

1. Commencing with the 2011-2012 contract year, the District agrees to provide all bargaining unit members at the Elementary and Middle School levels release time/compensatory time commensurate to the length of the Back-to-School Night program attended by said members at those levels. For the 2011-2012 contract year it is understood release time/compensatory time shall amount to two (2) hours, the length of the Back-to-School Night programs at both the Elementary and Middle School levels. It is further understood and agreed that the designation of said release time/compensatory time each year shall be at the sole discretion of the District administration; provided, however, that no such release time/compensatory time shall be incorporated into the calendar on those days on which bargaining unit members have time built into the schedule, in whole or in part, for substantial classroom preparation, i.e. the summer prep day or the preparation day between semesters.
2. By way of further agreement, inasmuch as there is also a need for a Back-to-School Night at the High School, it is agreed as follows:

Commencing with the 2011-2012 contract year, the District agrees to provide all bargaining unit members at the High School level release time/compensatory time commensurate to the length of the Back-to-School Night program attended by said members at that level. For the 2011-2012 contract year it is understood release time/compensatory time shall amount to two (2) hours, the length of the Back-to-School Night program at the High School level. It is further understood and agreed that the designation of said release time/compensatory time each year shall be at the sole discretion of the District administration; provided, however, that no such release time/compensatory time shall be incorporated into the calendar on those days on which bargaining unit members have time built into the schedule, in whole or in part,

for substantial classroom preparation, i.e. the summer prep day or the preparation day between semesters.

3. This Agreement disposes of any and all issues outlined in Grievance Nos. 11/12-02 and 11/12-03, and the matters shall be marked "resolved."

The District and Association agree that this Memorandum of Understanding (MOU) does not in any way modify or amend any article, term or provision of the Collective Bargaining Agreement by and between the Board of Directors of the District and the Association. The District and Association agree that any disputes that may arise regarding the application or implementation of this MOU shall be subject to the grievance procedures outlined in the Collective Bargaining Agreement by and between the District and the Association.

In the event that any provision of this MOU shall be held to be void, voidable or unenforceable, the remaining portions hereof shall remain in full force and effect.

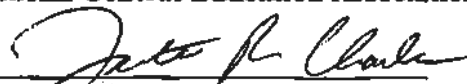
Intending to be legally bound the parties hereby indicate their agreement to the above terms by affixing their signatures below.

**Manheim Central School District**

By:   
President, Board of Directors

Date: 5/30/2012

**Manheim Central Education Association**

By:   
President, MCEA

Date: 5/30/2012

RECEIVED  
JUN 11 2012

BY: BK

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into this 8<sup>th</sup> day of June 2012, by and between the Manheim Central School District ("District") and the Manheim Central Education Association ("Association") to resolve any and all issues surrounding the adoption and enforcement of a School Board Policy that imposes fees on bargaining unit members for the use of small personal appliances in the classrooms effective with the 2012-2013 contract year.

Intending to be legally bound, the parties hereby agree as follows:

1. Adoption and Enforcement of Policy. The Association agrees the District may enforce a School Board Policy whereby bargaining unit members are charged fees in order to bring in and use personal refrigerators and/or microwaves in school, subject, however, to a \$25 usage fee per appliance per contract year:

The District and the Association further agree that the aforesaid fee shall be prorated by semester in the event an employee brings in and/or removes personal appliances during the school term to reflect that proportion of the contract year said appliance(s) are actually in use.

2. Refrigerators and Microwaves in Common Areas. The District agrees to waive the fee for refrigerators and microwaves placed in common areas by bargaining unit members during the school year. Refrigerators and microwaves may be located in faculty rooms, department offices, or other areas accessible by bargaining unit members; the location of any appliance stations outside of faculty rooms shall be in areas to ensure the safety of staff and students and be in compliance with any local, state and federal laws or regulations.

3. Waiver of Personal Appliance Fees. The District agrees to waive the personal appliance fees for the placement of one refrigerator and/or one microwave in a single classroom for bargaining unit members if, and only if, there is a medical necessity.

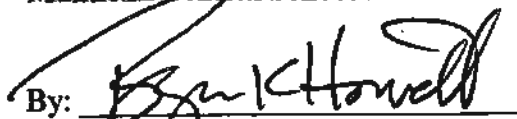
4. Withdrawal of Grievance No. 2011/12-04. The Association agrees to withdraw Grievance No. 2011/12-04 upon the execution of this MOU by both parties. Such withdrawal shall take place within five (5) work days of the execution of this Memorandum of Understanding.

5. Modification to the Fees. The District agrees that any modification to the above fees will be bargained with the Association, reduced to writing, and subject to ratification by the District and Association.

6. Disputes. The District and the Association agree that any disputes that may arise regarding the implementation and/or application of the provisions of this MOU shall be subject to resolution through the grievance procedures outlined in the Collective Bargaining Agreement.

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

**Manheim Central School District**

By:   
Authorized Representative

Date: 6/8/2012

**Manheim Central Education Association**

By:   
Authorized Representative

Date: 6/11/12

MEMORANDUM OF UNDERSTANDING

by and between the

Manheim Central Education Association

and the

Manheim Central School District


**Release Time for IEP Writing**


The Manheim Central School District (hereinafter "District") and the Manheim Central Education Association (hereinafter "Association") execute this Memorandum of Understanding (hereinafter "MOU") to confirm their mutual understanding regarding district-provided release time during the normal contractual work day for only those certified professional staff required to write IEPs in the District.

It is agreed by and between the District and the Association that employees who are required to write Individual Educational Plans (IEPs) shall be granted two (2) days of release time during the normal work year to write said plans. The appointed days of release time shall be designated at the sole discretion of the Superintendent or his/her designee. Any days above and beyond said days shall be at the sole discretion of the Superintendent or his/her designee.

The District and the Association agree that any disputes that may arise regarding the implementation and/or application of the provisions of this MOU shall be subject to resolution through the grievance procedures outlined in the Collective Bargaining Agreement.

This MOU shall remain in full force and effect through June 30, 2015. Nothing contained in this MOU shall preclude the School District and the Association from revisiting this issue in the future.

  
Louise L. Anderson, Ph. D., President  
Manheim Central Education Association

  
Bryan Hoyett, President  
Manheim Central School District Board of Directors

2/11/13  
Date

2/11/13  
Date

MEMORANDUM OF AGREEMENT

by and between the

Manheim Central Education Association

and the

Manheim Central School District

COPY

**Online Learning  
6<sup>th</sup> – 12<sup>th</sup> Grade**

The Manheim Central School District (hereinafter “District”) and the Manheim Central Education Association (hereinafter “Association”) execute this Memorandum of Agreement (hereinafter “MOA”) to confirm its mutual agreement regarding the compensation and terms and conditions of employment of professional staff facilitating online courses for Manheim Central students.

Background Information: The District has established the Virtual Academy (“Virtual Academy”), which is a cyber educational program aimed at secondary students grades 6-12 residing within the School District. The Virtual Academy is primarily intended to serve two different resident student audiences: (1) resident students in grades 6-12 who currently attend cyber charter schools; and (2) grade 6-12 students interested in taking supplemental courses which are not available as part of the traditional secondary grades 6-12 curriculum either due to a lack of sufficient student interest or the absence of qualified bargaining unit members to teach such supplemental courses.

Intending to be legally bound, the parties hereby agree as follows:

1. **Full-Time Cyber Program for Certain Students.** The District may offer a full-time educational program through its Virtual Academy to entice the following resident school-aged children to enroll as students within the District:
  - a. children participating in a home education program pursuant to School Code § 1327.1, or being privately tutored pursuant to School Code § 1327;
  - b. children attending a charter school or cyber charter school; and
  - c. children attending a private, parochial, or independent school.
2. **Supplemental Cyber Program for Secondary Students.** The District may offer grade 6- 12 students the opportunity to participate in academic courses offered through the Virtual Academy, which cannot reasonably be offered by the District. The District agrees that if Manheim Central students’ enrollment in a particular Virtual Academy course offering reaches 26 students, the District and Association shall engage in “meet and discuss” to determine the feasibility of a bargaining unit member teaching that course within a traditional classroom setting at High School or Middle School. Once this determination is made, if applicable, the District and the Association shall bargain the wages, hours, and terms and conditions of employment of said position or offering.



3. **Alternative Education for District Students.** The District may use the Virtual Academy to provide alternative education services to students: (a) who have been suspended or expelled from school by the District; or (b) who are lawfully absent from the District's regular program due to medical reasons. The District agrees that a student absent from school due to a suspension, expulsion or medical reason for a period less than 20 consecutive calendar days shall receive alternative education services by participating in the homebound instruction taught by a qualified bargaining unit member, unless such an individual is not readily available to perform homebound instruction for that period of time.
4. **Bargaining Unit Members Virtual Academy Assignments.** The District reserves the right to involuntarily assign staff to facilitate online courses based on scheduling needs and teacher certification. Teachers who are assigned in excess to their normal teaching load to facilitate online courses will be compensated above and beyond their base salary on the applicable salary schedule in accordance with the following formulas:

**a. Preparation of Online Course Instruction (3<sup>rd</sup>-Party Content Provider):**

Per semester course: 2.33 hours times the negotiated curriculum rate

Per marking period course: 1.16 hours times the negotiated curriculum rate

- b. Design of Online Course Instruction:** The District will allot a one-time maximum of 100 hours per course for the purpose of designing and developing an online course. The District reserves the right to designate in-service days and/or up to a maximum of four (4) regular contract days to be devoted to online course design and development. Any time required beyond the designated in-service and regular working hours, up to the maximum 100 hours per course, will be compensated at the negotiated curriculum rate.

- c. Facilitation of Online Course Instruction:** The maximum number of courses to be assigned, per semester, to an individual teacher participating in online instruction is four. The maximum number of students enrolled in online instruction and on a teacher's caseload at any given time is 29 total (not 29 per course). Monitoring of or mentoring for a Virtual Academy course by a bargaining unit member shall be considered a regular instructional period/block assignment during the teacher day; otherwise, the teacher will be compensated for each student enrolled in an online course based on the following formula:

Total Course Minutes Daily = 113.33 [Minutes per block (85) + 85/3 of prep]

Minutes per Student Daily = 3.91 [Total course minutes / max # of students (113.33 / 29)]

Annual Base Salary / 190 contractual days = Per Diem Rate;  
Per Diem Rate / 420 Minutes (contractual time) = Rate per Minute

Rate per Minute x Minutes per Student x Length of Course in Days (90 or 45) = Compensation to be paid for each student enrolled in an online course

- d. Training:** Bargaining unit members shall be provided during the traditional teacher work day and within the normal work year as specified by the Collective Bargaining Agreement adequate training in any technology and/or role that they will be required to use/perform in fulfilling their responsibilities relative to the Virtual Academy.

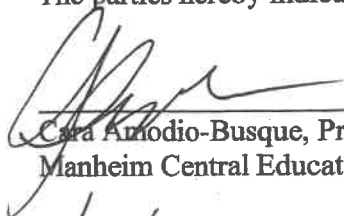
5. **Virtual Academy Working Group.** The District and Association shall establish a Virtual Academy Working Group to review issues related to the Virtual Academy. The Working Group shall be comprised of three (3) District administrators and three (3) bargaining unit members selected by the Association. The Working Group shall meet as frequently as the parties mutually deem appropriate, but no less than once each semester during the academic year. Any recommendations jointly agreed upon by the Virtual Academy Working Group that relate to wages, hours, and/or terms and conditions of employment shall be reduced to writing and subject to ratification by and between the District and the Association prior to implementation.
  
6. **Reservation of Rights.** The District and Association reserve to themselves any and all rights that they have under the Public School Code, the Public Employee Relations Act, the State Board of Education regulations, and any other applicable laws that directly or indirectly relate to the operation of the Virtual Academy.
  
7. **Preserving of Bargaining Unit Positions.** During the term of this MOA, the District and the Association agree that no bargaining unit members will be demoted, furloughed, non-renewed or replaced as a direct result of the District's implementation of the Virtual Academy. The intent of the Virtual Academy is to attract students enrolled in other cyber charter or charter schools to the District's own in-house virtual school to minimize the District's outgoing charter school payments to other entities to the extent possible, and to offer supplemental courses which are not available as part of the traditional grade 6-12 curriculum either due to a lack of sufficient student interest or the absence of qualified bargaining unit members to teach such supplemental courses, not to supplant bargaining unit work borne by the Association.

The District and Association understand and agree that this Memorandum of Agreement shall not establish a precedent for either party to this Agreement, nor does it establish past practice. Further, nothing in this Memorandum of Agreement shall prevent either party from exercising their respective rights to enforce its provisions.

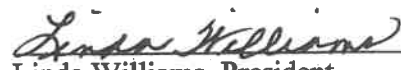
The District and the Association agree that any disputes that may arise regarding the implementation and/or application of the provisions of this MOA shall be subject to resolution through the grievance procedures outlined in the Collective Bargaining Agreement.

This MOA shall, upon execution by the parties, immediately supersede and replace the *Virtual Academy MOU*, dated July 2011 and signed 11/9/2011 by Board President Nancy Sarley and MCEA President Jonathan Charles, as referenced in Article 40 of the Collective Bargaining Agreement and remain in full force and effect through June 30, 2019. Nothing contained in this MOA shall preclude the School District and the Association from revisiting this issue in the future.

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

  
 \_\_\_\_\_  
 Cara Amodio-Busque, President  
 Manheim Central Education Association

1/24/18  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Linda Williams, President  
 Manheim Central School District  
 Board of Directors

1/22/18  
 \_\_\_\_\_  
 Date