



2019 – 2023 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 workers, instructional facilitators, lead teachers, tech coaches, math coaches, literacy coaches, online learning coordinators, 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 Agreement 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 with 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 to 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 possible, 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 1st, the affected employee may request a written explanation from the Employer.

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. EMPLOYEE PARKING

The Employer will provide employee parking at all schools 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 on non-school days, it shall execute a building-use contract beforehand. The use of said facilities for non-economic or non-fundraising 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 1st 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 Employer-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 15. LEAVING THE BUILDING

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

Employer's website. 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 16. 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 17. LENGTH OF TEACHER YEAR

17.1. 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.

17.2. 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 Employee 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 17.1 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 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. Summer stipend days for school psychologists shall be paid at the employee's applicable per diem rate.

ARTICLE 18. PERSONAL DAYS

18.1. 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.

18.2. 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.

18.3. 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.

18.4. The Employer realizes employees 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). Employees 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).

18.5. Employees 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 19. 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 20. ACCOUNTING FOR SICK AND 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 21. 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 22. LEAVES OF ABSENCE

22.1 Family Leave.

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

22.1.1. 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.

22.1.2. 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:

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

22.1.2.2. 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.

22.1.2.3. 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.

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

22.1.3. Child Rearing Leave. If an employee requests child rearing leave for a period of 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:

22.1.3.1. 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.

22.1.3.2. 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.

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

22.1.3.4. 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, dental, and/or vision 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.

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

22.1.4. 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.

22.1.5. 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.

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

22.2 Other Leaves.

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

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

22.2.3. In considering such requests, the Superintendent will make determinations dependent upon the needs of the students, the School District, and the employee.

22.3 Family and Medical Leave Act.

22.3.1. This Article shall be administered and enforced in a manner consistent with the Family and Medical Leave Act of 1993 (FMLA), as amended. The initial twelve weeks of leave taken under this Agreement 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.

22.3.2. 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.

22.4 Sabbatical Leaves of Absence for Professional Development or Restoration of Health.

A professional employee who takes a leave of absence for restoration of health or for professional development may, at the Employer'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 one-half (½) pay or for one (1) full year at one-half (½) pay, provided the following conditions are met, where applicable:

22.4.1. The employee seeking a sabbatical leave for professional development 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, as per the School Code, be enrolled in courses in at least two semesters in the same school year or two consecutive or non-consecutive semesters over two consecutive school years.

22.4.2. The graduate study program for those seeking a sabbatical leave for professional development is in an education-related field or has been approved by the Superintendent.

22.4.3. The employee on sabbatical leave for professional development successfully completes, as per School Code, a minimum of nine (9) graduate credits or twelve (12) undergraduate credits during any one-half year professional development sabbatical leave; subject to the approval of the Superintendent, three (3) of these credits may be an independent study. For full-year professional development leaves, as per School Code, the employee is permitted to take a sabbatical leave two (2) semesters and must successfully complete a minimum of nine (9) graduate credits or twelve (12) undergraduate credits each semester.

22.4.4. As per School Code, the number of professional employees granted a sabbatical leave for professional development or for restoration of health combined is limited to no more than ten percent (10%) of all district employees eligible for a sabbatical leave under Section 1166 of the School Code.

22.4.5. Requests for sabbatical leave for restoration of health can be made at any time and need not begin at the start of a semester; however, requests for sabbatical leave 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 23. 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 procedures.

ARTICLE 24. ELEMENTARY TEACHER ASSIGNMENT

24.1. 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.

24.2. 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.

24.3. 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.

24.4. The Employer 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 25. 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 26. SECONDARY TEACHER ASSIGNMENT

26.1. 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

26.1.1. 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

26.1.2. 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

26.1.3. Each teacher assigned to eighteen (18) core instructional blocks in a six (6) day cycle shall be assigned to two (2) duties each at half the length of a core instructional block during said cycle.

Schedule Design B

26.1.4. 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

26.1.5. 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

26.1.6. Each teacher assigned to twelve (12) core instructional blocks and twelve (12) modified instructional blocks in a six (6) day cycle shall be assigned to one (1) duty at half the length of a core instructional block during said cycle.

26.1.7. The High School Administration, in collaboration with a Board member and a representative group of faculty, will annually review the schedule described in Article 26.1 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.

26.2. Employees assigned to the Middle School shall have the equivalent of one (1) block of preparation time daily 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.

26.3. 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.

26.4. 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.

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

ARTICLE 27. HOMEBOUND INSTRUCTION

Employees involved in homebound instruction shall be compensated at a rate of \$33.48 per hour through June 30, 2021. Effective July 1, 2021, said rate shall increase to \$34.48 per hour for the remainder of this Agreement.

ARTICLE 28. 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 requests shall be turned in monthly for payment. The Employer shall not be required to issue any mileage reimbursement payment to an employee until the accumulated reimbursement amount is at least \$10.00.

ARTICLE 29. 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 Employer their jury duty pay.

ARTICLE 30. TUITION REIMBURSEMENT

30.1 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:

30.1.1 Maximum Provisions:

- a. The maximum annual tuition reimbursement shall be 100% of the average cost of twelve (12) graduate credits at Millersville University and Temple University 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.

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

30.3 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.

- 30.4** 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.
- 30.5** Reimbursement shall be for tuition only.
- 30.6** 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.
- 30.7** Any teacher on sabbatical leave for restoration of health, 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 said leave.
- 30.8** 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 Employer 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 Employer, 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 Employer when such courses are elected prior to the announcement of such program(s).

30.9 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.

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

30.11 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 Employer to pre-pay for all courses taken by 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 Employer any tuition payment made by the Employer 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 30.6; (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 Employer may deduct from an employee's paycheck or from other amounts owed to the employee in order for the Employer to receive repayment.

An employee's repayment of tuition shall be made to the Employer 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.

ARTICLE 31. 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 32. EXTRACURRICULAR ACTIVITIES

32.1. 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.

32.2. The Employer agrees to advertise all positions as enumerated.

32.3. 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.

32.4. 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.

32.5. 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.

32.6. The salary schedule for all extracurricular activities is attached hereto as Appendix A and shall be effective July 1, 2019, unless otherwise amended.

32.7. 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 33. RETIREMENT

33.1. 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; and
- 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 (15th) day of September for mid-year retirements or the fifth (5th) day of January for year-end retirements. Exceptions may be made to the notice of retirement by mutual agreement between the Employer and the Association.

33.2. 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 Employer for reasons other than mental or physical illness.

33.3. 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 IRS Section 415 limit. Each eligible employee must establish a 403(b) account with the Employer's approved vendor(s) prior to separation of service with the Employer. Any employee who fails to establish a 403(b) account will forfeit the benefit under this section.

33.4. Professional employees who retire from the Employer with proper notice and who meet the requirements in Section 33.1 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 Employer'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 IRS Section 415 limit. Each eligible employee must establish a 403(b) account with the Employer's approved vendor(s) prior to separation of service with the Employer. Any employee who fails to establish a 403(b) account will forfeit the benefit under this section.

33.5. The notice of intent to retire referenced in Sections 33.1 and 33.4 shall not apply to a full-time employee who otherwise fulfills the requirements of Section 33.1 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.

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

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

ARTICLE 34. INSURANCE

34.1. Group Health Insurance. The Employer shall offer a Point of Service (POS) group health insurance plan to its eligible employees, their spouses and dependents. The terms of the plan and employee contributions are outlined herein and in Appendix B attached hereto. The Employer reserves the right to change insurers/provider networks or third-party administrators during the term of the Agreement, provided equivalent benefits remain available. As provided in Section 34.6, the Employer will continue to reimburse employees for certain unreimbursed medical, vision and dental expenses through a Health Reimbursement Arrangement (HRA). In the event the Employer discontinues the HRA for any reason, the Employer may require that these amounts be provided through the Section 125 plan as “flex credits” as permitted by law and consistent with the provisions of IRS Notice 2015-87, Q&A 8, or subsequent regulatory/administrative directives.

The health insurance coverages attached in Appendix B shall remain in effect until June 30, 2023, subject to any conditions set forth herein. The Employer’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 Employer’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 Employer’s insurance plan if the covered patient chooses to use services provided by UPMC Lancaster or UPMC Lititz hospitals, their successors and/or assigns.

The monthly employee contributions for health insurance 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 Employer'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.

34.2. Income Protection/Disability Insurance. The group income protection/disability insurance benefit plan attached hereto as Appendix C, or equivalent or better coverage if the plan is amended during the life of this Agreement, shall remain in effect until June 30, 2023, with the Employer paying 100% of the cost of coverage for employees.

34.3. Dental Insurance. The group employee dental insurance program attached hereto as Appendix D shall remain in effect until June 30, 2023, with the Employer paying One Hundred Percent (100%) of the cost of coverage for employees. The Employer further agrees that it will pay \$35 per month toward the premium of an insured dependent enrolled in the Employer-sponsored group dental plan, said plan to be selected by mutual agreement of the parties.

34.4. Vision Insurance. The group employee vision insurance program attached hereto as Appendix E shall remain in effect until June 30, 2023, with the Employer paying One Hundred Percent (100%) of the cost of coverage for employees. The Employer further agrees that it will provide two-party and family group vision insurance coverage to employees with the understanding that the additional cost of any spouse and/or dependent vision insurance coverage, if elected by the employee, shall be borne entirely by the employee.

34.5. Group Life and Accidental Death & Dismemberment Insurance. 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).

34.6. Health Reimbursement Arrangement (HRA). Subject to any terms and conditions outlined herein and to the extent permissible by law, the Employer shall maintain a Health Reimbursement Arrangement (HRA) for the duration of this Agreement for the purposes of reimbursing current employees who meet the eligibility criteria set forth below for certain unreimbursed medical, vision and dental expenses. The maximum combined annual reimbursement available under this HRA shall be \$700 per calendar year paid on a pre-tax basis per eligible employee for qualifying expenses as outlined below.

To be eligible for this HRA benefit, the employee must have group health insurance coverage either through the Employer or through another qualified group health plan of the

employee's spouse or parent (in which case the employee must provide proof of qualified coverage).

Only the following expenses qualify for reimbursement through the HRA: out-of-pocket copayments, coinsurance, deductibles, premiums for a non-HRA group insurance plan, and any other qualified medical care as permitted under Internal Revenue Code §213(d) and the Employer's HRA Plan Document.

This benefit shall be administered on a calendar year basis as a notional HRA, meaning in no event shall any employee be reimbursed more than \$700 in qualifying expenses actually incurred during any one calendar year. Unused HRA funds still remaining in an employee's HRA account at the end of one calendar year do not rollover to reimburse expenses incurred in a subsequent year, although prior year HRA funds remain on the books for qualifying expenses incurred in that prior year until the time for submitting receipts for those qualifying expenses incurred in that prior year has expired (see below). Unused HRA funds remaining from a prior year after the timeline for submitting receipts has fully expired will be forfeited to the HRA Plan.

At its discretion, the Employer may provide employees with a debit card for reimbursement at qualifying health care providers. The employee may also submit a request for reimbursement within fifteen (15) months of the date an eligible service was actually rendered, provided the employee was covered under the HRA plan at the time of service. Regardless of the means of reimbursement request, an employee must be able, upon the Employer's request, to substantiate that the expense qualifies for reimbursement under the HRA plan by submitting properly receipted bills.

For so long as any eligible employee remains in the employ of the District, the Employer shall be responsible for paying any and all maintenance and administrative fees associated with employees' HRA accounts, if any.

34.7. Spouse/Dependent Opt-Out/Waiver Payment. Subject to any terms and conditions outlined herein, the Employer shall pay employees who waive medical insurance coverage for their dependent children and/or spouse up to a maximum of Three Hundred Dollars (\$300.00) per year, less taxes and withholding, paid in equal installments during the calendar year on each of the twenty-four (24) pay periods. Any new or current employee whose dependent children and/or spouse switch to other group health insurance coverage during the Employer's plan year is eligible

to receive a pro-rata stipend based on the number of pay periods remaining in the plan year. Payments shall cease immediately if the employee leaves the District's employment, ceases to be eligible for employee coverage under the Employer's health plan, or enrolls or re-enrolls his/her dependent children and/or spouse in the Employer's health plan, where applicable and permitted by law and the Employer's health plan.

To be eligible for this benefit, an employee must notify the Employer s/he is waiving medical insurance coverage for his/her dependent children and/or spouse during the open enrollment period and not later than December 1 of each year. Such election may not be changed during the year until the next open enrollment period, unless the employee or his/her spouse/dependents experience a qualifying life event.

Before payment of the stipend in installments can begin, the employee must sign an acknowledgement indicating his/her understanding that declining spouse and/or dependent coverage may subject the employee to adverse tax consequences for which the Employer is not responsible, and the spouse or dependents seeking a subsequent enrollment in the Employer's group health plan may face eligibility and coverage limitations pursuant to the terms of the Employer's group health insurance plan or applicable law.

The Employer reserves the right to increase the amount of the spouse/dependent waiver payment from time to time as it deems necessary. This payment shall be discontinued immediately if it is ever determined that the waiver payment is unlawful or inconsistent with applicable plan terms.

34.8. Employee Opt-Out/Waiver Payment. The Employer shall pay an opt-out stipend of \$1,500 per year, less taxes and withholding, to Employees who, pursuant to the Employer's Section 125 written plan document, elect to opt out of coverage under the Employer's medical plan. Employees seeking the opt-out stipend must provide documentation satisfactory to the Employer showing they have enrolled in other group health insurance coverage in order to be eligible for the stipend. Employees who enroll in health insurance policies on the individual market are not eligible for the opt-out stipend.

The stipend is to be paid out in equal installments over the course of the calendar year on each of the twenty-four (24) pay periods. Any new or current employee who switches to other group health insurance coverage during the Employer's plan year is eligible to receive a pro-rata

stipend based on the number of pay periods remaining in the plan year. Payments shall cease immediately if the Employee leaves the District's employment, ceases to be eligible for employee coverage under the Employer's health plan, or enrolls or re-enrolls himself/herself and/or any dependents in the Employer's health plan, where applicable and permitted by law and the Employer's health plan.

In the event two District employees covered by this Agreement are married to each other and each is eligible for his/her own Employer-provided benefits package under this Agreement, the Employer shall pay only one (1) of them the employee opt-out payment set forth herein if either one of them chooses not to enroll in his/her own health insurance plan with the Employer.

The Employer reserves the right to increase the amount of the opt-out stipend from time to time as it deems necessary. This payment shall be discontinued immediately if it is ever determined that the waiver payment is unlawful or inconsistent with applicable plan terms.

34.9. Working Spouse Surcharge. If an Employee has elected health coverage for his/her spouse under the Employer's medical plan (e.g., two-party or family coverage), the employee must verify whether his/her spouse has access to health insurance from another employer. If the working spouse does have access to such coverage from his/her own employer and chooses not to be covered by his/her own employer, the Employee will be required to pay an additional fee for his/her spouse to stay on the Employer's medical plan. In addition to the employee's normal applicable share of the premium, the employee must pay an additional working spouse surcharge of \$1,500 per year (payable in installments over the course of the year) via payroll deduction on each of the twenty-four (24) pay periods in accordance with Article 37. This working spouse surcharge provision shall not apply to any employee whose spouse also works for the Employer.

34.10. Retirees. Qualifying retirees shall be entitled to continue purchasing health, dental, and vision insurance 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. Health Reimbursement Arrangements (HRAs) are not available under the retiree plan. Continuation of HRA reimbursements shall only continue if elected under COBRA.

Consistent with federal tax law, retirees shall no longer have the option of applying the value of their retirement bonus toward their health insurance coverage beyond retirement; said

bonus must be paid as a non-elective Employer contribution into the employee's 403(b) tax-sheltered annuity account(s) with no cash option.

Consistent with the School Code, retirees who are covered or eligible to be covered as either an employee or dependent under any other employer-provided group health insurance plan following their retirement from the Manheim Central School District shall not be eligible for coverage under any Manheim Central School District health insurance program until such time as their eligibility to be covered by said alternate employer-provided group health insurance plan ceases and, further provided, the retiree at that point has not yet reached Medicare eligibility.

34.11. Legal and Policy Compliance. As the plan sponsor, the Employer must ensure that its employee welfare benefit plans comply with federal law, including but not limited to the Patient Protection and Affordable Care Act (PPACA or ACA) of 2010, as amended, the Public Health Service Act (PHSA) and the Internal Revenue Code (IRC).

If the Employer deems it necessary to create, modify, or terminate any of the welfare benefit plans set forth in this Article to comply with federal law and regulations, to redress actual or potential liability of the District or its plan fiduciaries, or to maintain the beneficial tax treatment of eligible employee benefits, the Employer shall immediately: (1) notify the Association in writing, and (2) commence negotiations over any such matters to resolve them in good faith through the collective bargaining and ratification processes mandated under Act 195 of 1970, as amended. If, in the opinion of the District's legal counsel, the Employer's continued provision of certain bargained-for benefits could result in liability to the District (including but not limited to excise taxes, fines, penalties, or the loss of tax benefits), the Employer and the Association shall cooperatively determine whether and to what extent plan changes are needed. If the negotiated plan changes reduce employee benefits under this Agreement, the parties shall immediately negotiate either enhanced welfare benefits (e.g., increased dental, vision, disability, or life insurance coverage or reduced employee premium share contributions) or additional cash payments to affected employees to remediate the effect of the necessary plan changes. If the plan changes result in a cost savings to the Employer, the parties shall also negotiate the application of the net savings for the benefit of all affected employees.

All employee benefit plans set forth in this Article and its Appendices are available pursuant to internal self-funded programs or fully-insured insurance policies approved by the

Employer to effectuate the benefits negotiated in this Agreement. Employees and their spouses or dependents are subject to the terms and conditions contained in the Employer policies or Plan Documents, copies of which are available upon request.

ARTICLE 35. SALARIES

35.1. Salaries for full-time professional employees for each school year during the term of this Agreement shall be as set forth in Appendix F. If, however, the Employer is unable to maintain the prior fiscal year's level of funding due to a loss of revenue at the state and local levels as a result of legislative changes which either eliminate the property tax system in the Commonwealth of Pennsylvania or significantly change the state's funding formula during only the 2019-2020, 2020-2021, or 2021-2022 fiscal years, the parties agree to reopen this Agreement for the remaining contract years for the purpose of renegotiating salaries only. The loss of revenue to the Employer from these legislative changes must exceed three percent (3%) of the prior year's level of funding for the salaries effectuated by this Agreement to be subject to renegotiations.

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

35.2.1. 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.

35.2.2. 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 attainment 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 attainment of the Bachelor's degree and Instructional 1 or Educational Specialist 1 Certificate, respectively.

35.3. M and M Equiv. Salary Columns

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

35.3.2. 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.

35.3.3. 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:

35.3.3.1. 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.

35.4. 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 attainment of the Master's degree, respectively, with the following exceptions set forth in Subparagraphs 35.4.1 and 35.4.2.

35.4.1. 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.

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

35.4.2.1. 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.

35.4.2.2. 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 35.4.2.1 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.

35.4.3. 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.

35.4.4. 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.

35.5. 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.

35.6. No employee shall be paid an annual base salary which is higher than the last step on the printed salary schedule for the normal teacher year.

35.7. For purposes of placement on the salary schedule (Appendix F), 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.).

35.8. Employees who submit the official transcripts or report card of earned graduate credits needed for column movement to the Employer 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 Employer by February 1 shall receive horizontal column movement on the salary schedule retroactive to the fourteenth (14th) pay period of the school year.

ARTICLE 36. 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 37. PAYROLL DEDUCTIONS/FAIR SHARE

37.1. 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 Flexible Spending Account (FSA) 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.

37.2. Fair Share. Should the decision in *Janus v. AFSCME* (2018) be overturned, the Employer 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 Employee Relations Act* shall be required to pay a fair share fee as provided by Act 84 of 1988. The Employer 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 Employer 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 Employer at the Association's expense and through counsel selected by the Association.

The Employer 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 Employer 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 Employer harmless for any monetary damages the Employer 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 Employer's failure to properly perform its obligation under this Section.

ARTICLE 38. 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 shall receive a copy upon employment. The text of this Agreement shall be placed on the Employer's website.

ARTICLE 39. 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 employees via e-mail. Positions will also be posted on the Employer's website.

ARTICLE 40. INDUCTION STIPEND

Mentor teachers appointed by the Employer for the induction program shall be paid an annual stipend of \$824 per year through June 30, 2021. Effective July 1, 2021, said annual stipend shall increase to \$849 per year for the remainder of this Agreement. Mentors appointed for part of a year shall have their annual stipends prorated.

ARTICLE 41. INSTRUCTIONAL FACILITATORS

41.1. Instructional Facilitators shall be reimbursed for professional organization(s) relating to their certification (excluding PSEA, NEA, and MCEA), at the discretion of the Employer.

41.2. Instructional Facilitators may be granted additional tuition reimbursement, at the discretion of the Superintendent.

41.3. Instructional Facilitators appointed by the Board will be paid an annual stipend in accordance with Appendix H.

41.4. The Employer, in its sole discretion, shall determine the number and assignment of Instructional Facilitator positions.

ARTICLE 42. SECURITY CAMERAS

The sole purpose of the security cameras in and around school district buildings is to ensure the safety and security of faculty, 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 43. 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. *Back-to-School Night MOU*, dated May 2012 and signed 5/30/2012 by Board President Bryan Howett and MCEA President Jonathan Charles;
2. *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
3. *Release Time for IEP Writing*, dated February 11, 2013, signed by Board President Bryan Howett and MCEA President Louise Anderson;
4. *Virtual Academy Online Learning MOA*, dated January 26, 2018, and signed 1/22/2018 by Board President Linda Williams and MCEA President Cara Amodio-Busque.

ARTICLE 44. 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 45. 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 46. TERM OF AGREEMENT

The provisions of this Agreement shall remain in full force and effect from July 1, 2019 until June 30, 2023, unless otherwise extended, in writing, by mutual agreement of the Employer and Association.

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: Linda A. Williams
President

Attest: Boyd K. Howell

Dated: 12-17-18

Manheim Central Education Association

By: Mike A. Parris
President

Attest: Joe R. V.

Dated: 12-17-18

APPENDIX A-1. EXTRACURRICULAR SCHEDULE

2019-2020 and 2020-2021 SCHOOL YEARS

ATHLETIC AREAS	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	YEARS	(1-6)	(7-11)	(12-15)	(16-19)	(20+)
	BASE FACTOR=1	\$2,501	\$3,002	\$3,754	\$4,754	\$6,004
CLASS A - FOOTBALL						
HEAD COACH	2.00	\$5,002	\$6,003	\$7,506	\$9,506	\$12,007
1ST ASSISTANT	1.52	\$3,802	\$4,562	\$5,705	\$7,225	\$9,126
2ND ASSISTANT	1.24	\$3,102	\$3,722	\$4,654	\$5,894	\$7,445
CLASS B - BASKETBALL, WRESTLING, TRAINER						
HEAD COACH	1.70	\$4,252	\$5,103	\$6,380	\$8,081	\$10,207
1ST ASSISTANT	1.38	\$3,452	\$4,142	\$5,179	\$6,560	\$8,286
2ND ASSISTANT	1.20	\$3,002	\$3,602	\$4,504	\$5,705	\$7,204
ELEMENTARY	0.62	\$1,552	\$1,862	\$2,327	\$2,947	\$3,723
CLASS C - BASEBALL, SOFTBALL, HOCKEY, TENNIS, TRACK, SOCCER, SWIMMING, VOLLEYBALL						
HEAD COACH	1.40	\$3,502	\$4,203	\$5,255	\$6,655	\$8,405
1ST ASSISTANT	1.04	\$2,602	\$3,122	\$3,903	\$4,943	\$6,244
2ND ASSISTANT	0.80	\$2,002	\$2,401	\$3,003	\$3,803	\$4,803
CLASS D - GOLF, CROSS COUNTRY, RIFLE, CHEERING, WEIGHT TRAINING						
HEAD COACH	1.00	\$2,501	\$3,002	\$3,754	\$4,754	\$6,004
1ST ASSISTANT	0.75	\$1,876	\$2,252	\$2,815	\$3,565	\$4,504
2ND ASSISTANT	0.40	\$1,002	\$1,201	\$1,502	\$1,902	\$2,402
CLASS E - ATHLETIC DIRECTOR						
HEAD	2.50	\$6,253	\$7,503	\$9,382	\$11,883	\$15,009
1ST ASSISTANT	1.26	\$3,152	\$3,783	\$4,729	\$5,990	\$7,565
NON-ATHLETIC AREAS						
CLASS A - BAND						
SR. HIGH BAND	1.86	\$4,653	\$5,583	\$6,981	\$8,841	\$11,167
MIDDLE SCHOOL BAND	1.00	\$2,501	\$3,002	\$3,754	\$4,754	\$6,004
BAND FRONT	0.75	\$1,876	\$2,252	\$2,815	\$3,565	\$4,504
ASST. BAND FRONT	0.40	\$1,002	\$1,201	\$1,502	\$1,902	\$2,402
CLASS B - DRAMA DIRECTOR						
DIRECTOR	1.40	\$3,502	\$4,203	\$5,255	\$6,655	\$8,405
ASST. DIRECTOR	0.90	\$2,252	\$2,702	\$3,378	\$4,278	\$5,404
CLASS C - STUDENT GOVERNMENT, PUBLICATIONS						
STUDENT COUNCIL-HIGH SCHOOL	1.20	\$3,002	\$3,602	\$4,504	\$5,705	\$7,204
YEARBOOK HEAD-HIGH SCHOOL	1.20	\$3,002	\$3,602	\$4,504	\$5,705	\$7,204
YEARBOOK ASSISTANT-HIGH SCHOOL	0.70	\$1,751	\$2,102	\$2,628	\$3,328	\$4,203
LITERARY MAGAZINE-HIGH SCHOOL	1.20	\$3,002	\$3,602	\$4,504	\$5,705	\$7,204
VIDEO YEARBOOK-HIGH SCHOOL	1.20	\$3,002	\$3,602	\$4,504	\$5,705	\$7,204

STUDENT COUNCIL-MIDDLE SCHOOL	1.00	\$2,501	\$3,002	\$3,754	\$4,754	\$6,004
MEMORY BOOK-MIDDLE SCHOOL	0.70	\$1,751	\$2,102	\$2,628	\$3,328	\$4,203
MEMORY BOOK-ELEMENTARY	0.45	\$1,126	\$1,352	\$1,690	\$2,140	\$2,702

CLASS D

CHORUS - HIGH SCHOOL	0.80	\$2,002	\$2,401	\$3,003	\$3,803	\$4,803
ORCHESTRA - HIGH SCHOOL	0.80	\$2,002	\$2,401	\$3,003	\$3,803	\$4,803
JAZZ BAND – HIGH SCHOOL	0.50	\$1,251	\$1,501	\$1,877	\$2,378	\$3,003

CLASS E - SHOWS (per show)

ORCHESTRA, CHORUS, ARTWORK, CHOREOGRAPHER	0.45	\$1,126	\$1,352	\$1,690	\$2,140	\$2,702
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CLASS F

MIDDLE SCHOOL CHORUS	0.75	\$1,876	\$2,252	\$2,815	\$3,565	\$4,504
MIDDLE SCHOOL ORCHESTRA	0.75	\$1,876	\$2,252	\$2,815	\$3,565	\$4,504
MIDDLE SCHOOL JAZZ BAND	0.45	\$1,126	\$1,352	\$1,690	\$2,140	\$2,702
COSTUMES, SCENERY & LIGHTING	0.40	\$1,002	\$1,201	\$1,502	\$1,902	\$2,402

CLASS G

LIGHTING & SOUND	0.90	\$2,252	\$2,702	\$3,378	\$4,278	\$5,404
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APPENDIX A-1. EXTRACURRICULAR SCHEDULE

2021-2022 and 2022-2023 SCHOOL YEARS

<u>ATHLETIC AREAS</u>	STEP	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
	YEARS	(1-6)	(7-11)	(12-15)	(16-19)	(20+)
	BASE FACTOR=1					
CLASS A - FOOTBALL						
HEAD COACH	2.00	\$5,153	\$6,184	\$7,732	\$9,792	\$12,368
1ST ASSISTANT	1.52	\$3,917	\$4,699	\$5,877	\$7,442	\$9,400
2ND ASSISTANT	1.24	\$3,196	\$3,834	\$4,794	\$6,071	\$7,669
CLASS B - BASKETBALL, WRESTLING, TRAINER						
HEAD COACH	1.70	\$4,380	\$5,257	\$6,572	\$8,324	\$10,514
1ST ASSISTANT	1.38	\$3,556	\$4,267	\$5,335	\$6,757	\$8,535
2ND ASSISTANT	1.20	\$3,093	\$3,711	\$4,640	\$5,877	\$7,421
ELEMENTARY	0.62	\$1,599	\$1,918	\$2,397	\$3,036	\$3,835
CLASS C - BASEBALL, SOFTBALL, HOCKEY, TENNIS, TRACK, SOCCER, SWIMMING, VOLLEYBALL						
HEAD COACH	1.40	\$3,608	\$4,330	\$5,413	\$6,855	\$8,658
1ST ASSISTANT	1.04	\$2,681	\$3,216	\$4,021	\$5,092	\$6,432
2ND ASSISTANT	0.80	\$2,063	\$2,474	\$3,094	\$3,918	\$4,948
CLASS D - GOLF, CROSS COUNTRY, RIFLE, CHEERING, WEIGHT TRAINING						
HEAD COACH	1.00	\$2,577	\$3,093	\$3,867	\$4,897	\$6,185
1ST ASSISTANT	0.75	\$1,933	\$2,320	\$2,900	\$3,672	\$4,640
2ND ASSISTANT	0.40	\$1,033	\$1,238	\$1,548	\$1,960	\$2,475
CLASS E - ATHLETIC DIRECTOR						
HEAD	2.50	\$6,441	\$7,729	\$9,664	\$12,240	\$15,460
1ST ASSISTANT	1.26	\$3,247	\$3,897	\$4,871	\$6,170	\$7,792
<u>NON-ATHLETIC AREAS</u>						
CLASS A - BAND						
SR. HIGH BAND	1.86	\$4,793	\$5,751	\$7,191	\$9,107	\$11,503
MIDDLE SCHOOL BAND	1.00	\$2,577	\$3,093	\$3,867	\$4,897	\$6,185
BAND FRONT	0.75	\$1,933	\$2,320	\$2,900	\$3,672	\$4,640
ASST. BAND FRONT	0.40	\$1,033	\$1,238	\$1,548	\$1,960	\$2,475
CLASS B - DRAMA DIRECTOR						
DIRECTOR	1.40	\$3,608	\$4,330	\$5,413	\$6,855	\$8,658
ASST. DIRECTOR	0.90	\$2,320	\$2,784	\$3,480	\$4,407	\$5,567
CLASS C - STUDENT GOVERNMENT, PUBLICATIONS						
STUDENT COUNCIL-HIGH SCHOOL	1.20	\$3,093	\$3,711	\$4,640	\$5,877	\$7,421
YEARBOOK HEAD-HIGH SCHOOL	1.20	\$3,093	\$3,711	\$4,640	\$5,877	\$7,421
YEARBOOK ASSISTANT-HIGH SCHOOL	0.70	\$1,804	\$2,166	\$2,707	\$3,428	\$4,330
LITERARY MAGAZINE-HIGH SCHOOL	1.20	\$3,093	\$3,711	\$4,640	\$5,877	\$7,421
VIDEO YEARBOOK-HIGH SCHOOL	1.20	\$3,093	\$3,711	\$4,640	\$5,877	\$7,421
STUDENT COUNCIL-MIDDLE SCHOOL	1.00	\$2,577	\$3,093	\$3,867	\$4,897	\$6,185
MEMORY BOOK-MIDDLE SCHOOL	0.70	\$1,804	\$2,166	\$2,707	\$3,428	\$4,330

MEMORY BOOK-ELEMENTARY	0.45	\$1,160	\$1,393	\$1,741	\$2,205	\$2,784
CLASS D						
CHORUS - HIGH SCHOOL	0.80	\$2,063	\$2,474	\$3,094	\$3,918	\$4,948
ORCHESTRA - HIGH SCHOOL	0.80	\$2,063	\$2,474	\$3,094	\$3,918	\$4,948
JAZZ BAND – HIGH SCHOOL	0.50	\$1,289	\$1,547	\$1,934	\$2,450	\$3,094
CLASS E - SHOWS (per show)						
ORCHESTRA, CHORUS, ARTWORK, CHOREOGRAPHER	0.45	\$1,160	\$1,393	\$1,741	\$2,205	\$2,784
CLASS F						
MIDDLE SCHOOL CHORUS	0.75	\$1,933	\$2,320	\$2,900	\$3,672	\$4,640
MIDDLE SCHOOL ORCHESTRA	0.75	\$1,933	\$2,320	\$2,900	\$3,672	\$4,640
MIDDLE SCHOOL JAZZ BAND	0.45	\$1,160	\$1,393	\$1,741	\$2,205	\$2,784
COSTUMES, SCENERY & LIGHTING	0.40	\$1,033	\$1,238	\$1,548	\$1,960	\$2,475
CLASS G						
LIGHTING & SOUND	0.90	\$2,320	\$2,784	\$3,480	\$4,407	\$5,567

APPENDIX A-2. EXTRACURRICULAR MANAGERS – GAME CONTROL – INTRAMURALS – CLASS ADVISORS

SENIOR HIGH-PER EVENT		2019-2020 AND 2020-2021
	FOOD STAND MANAGER	\$177
	ASSISTANT MANAGER	\$145
	2ND ASSISTANT	\$123
	PHOTOGRAPHER	\$96
GAME CONTROL-PER EVENT		
	GAME MANAGER (FB)	\$117
	TIMERS	\$61
	SCORERS	\$61
	JUDGES	\$61
	PROCTORS	\$56
	TICKETS	\$56
	GAME MANAGER (WINTER)	\$72
JR. HIGH SCHOOL GAME CONTROL-PER EVENT		
	TIMERS	\$56
	SCORERS	\$56
	PROCTORS	\$63
	INTRAMURALS	\$25
CLASS ADVISORS		
	SENIOR	\$1,221
	JUNIOR	\$753
	SOPHOMORE	\$753
	FRESHMAN	\$753
HONOR SOCIETIES		
	NATIONAL HONOR SOCIETY	\$953
	RHO KAPPA	\$953
	MATH HONOR SOCIETY	\$953
	SPANISH HONOR SOCIETY	\$953
	GERMAN HONOR SOCIETY	\$953
	ART HONOR SOCIETY	\$953
	ENGLISH HONOR SOCIETY	\$953
	TRI-AM	\$953
	THESPIAN SOCIETY	\$953
CLUBS		
	FUTURE FARMERS OF AMERICA (FFA) ADVISOR	\$1,634
	YOUNG FARMERS	\$1,634
	MCC ADVISOR	\$953
	QUIZ BOWL	\$953

OTHER AREAS	SCIENCE OLYMPIAD	\$953
	TSA	\$953
	INTERACT	\$953
	AMNESTY INTERNATIONAL	\$953
	SPANISH CLUB	\$953
	AVEIDIUM	\$953
	CURRICULUM (PER HOUR)	\$48
	KINDERGARTEN (PER HOUR)	\$48
	NURSES (PER HOUR)	\$48
	SCIENCE FAIR ADVISOR	REFER TO NOTES IN APPENDIX A-4
	SCHOLASTIC ARTS	REFER TO NOTES IN APPENDIX A-4
	STRING ENSEMBLE	\$610
	CHANDSODIE	\$610

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-2. EXTRACURRICULAR MANAGERS – GAME CONTROL – INTRAMURALS – CLASS ADVISORS

SENIOR HIGH-PER EVENT		2021-2022 AND 2022-2023
	FOOD STAND MANAGER	\$183
	ASSISTANT MANAGER	\$150
	2ND ASSISTANT	\$127
	PHOTOGRAPHER	\$99
GAME CONTROL-PER EVENT		
	GAME MANAGER (FB)	\$121
	TIMERS	\$63
	SCORERS	\$63
	JUDGES	\$63
	PROCTORS	\$58
	TICKETS	\$58
	GAME MANAGER (WINTER)	\$75
JR. HIGH SCHOOL GAME CONTROL-PER EVENT		
	TIMERS	\$58
	SCORERS	\$58
	PROCTORS	\$65
	INTRAMURALS	\$26
CLASS ADVISORS		
	SENIOR	\$1,258
	JUNIOR	\$776
	SOPHOMORE	\$776
	FRESHMAN	\$776
HONOR SOCIETIES		
	NATIONAL HONOR SOCIETY	\$982
	RHO KAPPA	\$982
	MATH HONOR SOCIETY	\$982
	SPANISH HONOR SOCIETY	\$982
	GERMAN HONOR SOCIETY	\$982
	ART HONOR SOCIETY	\$982
	ENGLISH HONOR SOCIETY	\$982
	TRI-AM	\$982
	THESPIAN SOCIETY	\$982
CLUBS		
	FUTURE FARMERS OF AMERICA (FFA) ADVISOR	\$1,684
	YOUNG FARMERS	\$1,684
	MCC ADVISOR	\$982
	QUIZ BOWL	\$982

OTHER AREAS	SCIENCE OLYMPIAD	\$982
	TSA	\$982
	INTERACT	\$982
	AMNESTY INTERNATIONAL	\$982
	SPANISH CLUB	\$982
	AVEIDIUM	\$982
	CURRICULUM (PER HOUR)	\$50
	KINDERGARTEN (PER HOUR)	\$50
	NURSES (PER HOUR)	\$50
	SCIENCE FAIR ADVISOR	REFER TO NOTES IN APPENDIX A-4
	SCHOLASTIC ARTS	REFER TO NOTES IN APPENDIX A-4
	STRING ENSEMBLE	\$629
	CHANDSODIE	\$629

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 2019-2020 and 2020-2021

FOOTBALL (per week)	
HEAD COACH	\$531
ASSISTANTS	\$292

BASKETBALL (per game)	
HEAD COACH	\$160
ASSISTANTS	\$122

WRESTLING (per week)	
HEAD COACH	
(1 OR 2 WRESTLERS)	\$160
(3 OR 4 WRESTLERS)	\$213
(5 OR MORE WRESTLERS)	\$266
ASSISTANT COACH	
(1 OR 2 WRESTLERS)	\$122
(3 OR 4 WRESTLERS)	\$176
(5 OR MORE WRESTLERS)	\$228

BASEBALL AND SOFTBALL (per game)	
HEAD COACH	\$128
ASSISTANT COACH	\$96

FIELD HOCKEY / SOCCER / VOLLEYBALL (per game)	
HEAD COACH	\$160
ASSISTANT COACH	\$122

TRACK / SWIMMING (per week)	
HEAD COACH	
(4 OR FEWER QUALIFIERS)	\$160
(5 - 9 QUALIFIERS)	\$213
(10 OR MORE QUALIFIERS)	\$266
ASSISTANT COACH	
(4 OR FEWER QUALIFIERS)	\$160
(5 - 9 QUALIFIERS)	\$160
(10 OR MORE QUALIFIERS)	\$160

CROSS COUNTRY (per week)	
HEAD COACH	
DISTRICT MEET	\$107
STATE MEET	\$160

TENNIS	
HEAD COACH	
<u>TEAM</u>	
LEAGUE (per match)	\$107
DISTRICT (per match)	\$160
STATE (per match)	\$213
<u>INDIVIDUAL</u>	
DISTRICT MEET – SINGLES (per week)	\$160
DISTRICT MEET – DOUBLES (per week)	\$160
STATE MEET – SINGLES (per week)	\$213
STATE MEET – DOUBLES (per week)	\$213

GOLF (per week)	
HEAD COACH	
DISTRICT TOURNAMENT	\$128
STATE TOURNAMENT	\$160

CHEERLEADING (per week)	\$107
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BAND (per event)	
BAND DIRECTOR	\$160
BAND FRONT ADVISOR	\$80
ASST. BAND FRONT ADVISOR	\$54
DISTRICT BAND	\$160
STATE BAND	\$213

ORCHESTRA (per event)	
DISTRICT ORCHESTRA	\$160
STATE ORCHESTRA	\$213

CHORUS (per event)	
DISTRICT CHORUS	\$160
STATE CHORUS	\$213

APPENDIX A-3. EXTRACURRICULAR EXTENDED SEASON PAY 2021-2022 and 2022-2023

FOOTBALL (per week)		CROSS COUNTRY (per week)	
HEAD COACH	\$547	HEAD COACH	
ASSISTANTS	\$301	DISTRICT MEET	\$111
		STATE MEET	\$165
BASKETBALL (per game)		TENNIS	
HEAD COACH	\$165	HEAD COACH	
ASSISTANTS	\$126	<u>TEAM</u>	
		LEAGUE (per match)	\$111
WRESTLING (per week)		DISTRICT (per match)	\$165
HEAD COACH		STATE (per match)	\$220
(1 OR 2 WRESTLERS)	\$165	<u>INDIVIDUAL</u>	
(3 OR 4 WRESTLERS)	\$220	DISTRICT MEET – SINGLES (per week)	\$165
(5 OR MORE WRESTLERS)	\$274	DISTRICT MEET – DOUBLES (per week)	\$165
ASSISTANT COACH		STATE MEET – SINGLES (per week)	\$220
(1 OR 2 WRESTLERS)	\$126	STATE MEET – DOUBLES (per week)	\$220
(3 OR 4 WRESTLERS)	\$182		
(5 OR MORE WRESTLERS)	\$235		
BASEBALL AND SOFTBALL (per game)		GOLF (per week)	
HEAD COACH	\$132	HEAD COACH	
ASSISTANT COACH	\$99	DISTRICT TOURNAMENT	\$132
		STATE TOURNAMENT	\$165
FIELD HOCKEY / SOCCER / VOLLEYBALL (per game)		CHEERLEADING (per week)	
HEAD COACH	\$165		\$111
ASSISTANT COACH	\$126		
TRACK / SWIMMING (per week)		BAND (per event)	
HEAD COACH		BAND DIRECTOR	\$165
(4 OR FEWER QUALIFIERS)	\$165	BAND FRONT ADVISOR	\$83
(5 - 9 QUALIFIERS)	\$220	ASST. BAND FRONT ADVISOR	\$56
(10 OR MORE QUALIFIERS)	\$274	DISTRICT BAND	\$165
ASSISTANT COACH		STATE BAND	\$220
(4 OR FEWER QUALIFIERS)	\$165		
(5 - 9 QUALIFIERS)	\$165	ORCHESTRA (per event)	
(10 OR MORE QUALIFIERS)	\$165	DISTRICT ORCHESTRA	\$165
		STATE ORCHESTRA	\$220
		CHORUS (per event)	
		DISTRICT CHORUS	\$165
		STATE CHORUS	\$220

APPENDIX A-4. EXTRACURRICULAR POSITION LISTING

ATHLETIC AREAS

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

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

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

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

CLASS C, CONTINUED				
	SWIMMING	VOLLEYBALL (BOYS)	VOLLEYBALL (GIRLS)	
HEAD COACH	(1)	(1)	(1)	
1 ST ASSISTANT	(1)	(1)	(1)	
2 ND ASSISTANT	(0)	(0)	(0)	

CLASS D				
	GOLF	CROSS COUNTRY	RIFLE	
HEAD COACH	(1)	(1)	(1)	
1 ST ASSISTANT	(0)	(0)	(0)	
2 ND ASSISTANT	(0)	(0)	(0)	

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

CLASS E				
	ATHLETIC DIRECTOR			
HEAD COACH	(1)			
1 ST ASSISTANT *	(0)			
2 ND ASSISTANT	(0)			

NON-ATHLETIC AREAS

CLASS A			
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.	
CLASS B	(1) per listed position		
CLASS C	(1) per listed position		
CLASS D	(1) per listed position		
CLASS E	(1) per listed position, per show		
CLASS F	(1) per listed position		
CLASS G	(1) per listed position		

MANAGERS, GAME CONTROL, INTRAMURALS, CLASS ADVISORS
--

HIGH SCHOOL (per event)			
FOOD STAND MGR	(1)		
ASSISTANT MANAGER	(1)		
2 ND ASSISTANT	(1)		
PHOTOGRAPHER	(1)		
ANNOUNCER	(1)		
GAME CONTROL	As assigned by Athletic Director, per event		
CLASS ADVISORS	(2) per High School class		
OTHER AREAS	(1) per listed position with the following exceptions:		
	SCIENCE FAIR ADVISORS: 2019-2020 and 2020-2021: \$1,115 per grade at the Middle School, divided among the employees and designated by the Principal; 2021-2022 and 2022-2023: \$1,149 per grade at the Middle School, divided among the employees and designated by the Principal		
	SCHOLASTIC ARTS: 2019-2020 and 2020-2021: \$610 divided equally by 3 at the High School and 1 (grades 7/8) at the Middle School 2021-2022 and 2022-2023: \$629 divided equally by 3 at the High School and 1 (grades 7/8) at the Middle School		

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

APPENDIX B. 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 UPMC Lancaster or UPMC Lititz Hospitals)	\$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 (including Telemedicine 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"> • Generic • Brand Formulary • Brand Non-Formulary 	<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	\$15 Co-Pay	80% - UCR	
Group Therapy	\$10 Co-Pay	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/DISABILITY INSURANCE

The Employer 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 Employee must have completed one (1) year of continuous service with the Employer.
2. Benefits shall begin on the first (1st) day after the exhaustion of sick leave, but not before the thirty-first (31st) 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 Workers' 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 ($2/3 = 66\frac{2}{3}\%$) of total salary less (-) any compensation such as (Workers' Compensation + Statutory Disability Plans + Social Security Payments + Pension Plans + Wages from other employers) = Income Protection Payment.

(b) Example: Employee's salary = \$5,000/month
Workers' Compensation, Pension Plans, etc. = \$1,500/month
Calculation ($2/3 \times \$5,000$) - (\$1,500) = Income Protection
Payment $\$3,333.33 - \$1,500 = \$1,833.33/\text{month}$

(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 Employer 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 Employer 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. DENTAL PLAN SCHEDULE OF BENEFITS

The Employer's group dental insurance plan shall provide the following coverages:

	Dental Treatment Costs	
	Paid by Carrier	Paid by Patient
A. <u>Diagnostic</u> Includes visits, examinations, diagnosis, consultations, and necessary x-rays.	100%	0%
B. <u>Preventive</u> Includes prophylaxis (teeth cleaning), application of fluoride solutions to retard dental decay	100%	0%
C. <u>Restorative</u> Include amalgam, synthetic porcelain and plastic fillings, gold fillings, and crowns when teeth cannot be restored with a filling material.	100%	0%
D. <u>Oral Surgery</u> Provides for extractions and other oral surgical procedures, including pre-operative and post-operative care.	80%	20%
E. <u>Endodontics</u> Provides pulp therapy and root canal.	80%	20%
F. <u>Non-Surgical Periodontics</u> Provides necessary services for detecting and eliminating diseases affecting supporting structures of the teeth.	80%	20%
G. <u>Surgical Periodontics</u> Includes necessary procedures for treatment of the tissue supporting the teeth in care patterns Type III and IV (surgical).	80%	20%
H. <u>Prosthodontics</u> 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 providers will be made based on the Usual, Customary, and Reasonable (UCR) maximum; the same maximum shall apply for both participating and non-participating providers.

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

APPENDIX E. VISION PLAN SCHEDULE OF BENEFITS

The Employer's group vision insurance plan shall provide the following coverages:

In-Network Benefits – Non-Voluntary		Customized Visionworks Enhanced Fashion Focus IX
Frequency – Once Every:		
Eye Examination (including when professionally indicated)		12 months
Spectacle Lenses		12 months
Frame		24 months
Contact Lens Evaluation, Fitting & Follow-Up Care		12 months
Contact Lenses (in lieu of eyeglass lenses)		12 months
Copayments		
Eye Examination		\$10
Spectacle Lenses		\$25
Contact Lens Evaluation, Fitting & Follow-Up Care		\$0
Eyeglass Benefit-Frame	Average Retail Value	
Non-Collection Frame Allowance (Retail):	Up to \$130	Up to \$130
Allowance Toward a Visionworks Frame¹		Up to \$180
Davis Vision Frame Collection² (in lieu of Allowance):		
-Fashion level	Up to \$125	Included
-Designer level	Up to \$175	\$20 copayment
-Premier level	Up to \$225	\$40 copayment
Eyeglass Benefit – Spectacle Lenses	Average Retail Value	Member Charges
Clear plastic single-vision, lined bifocal, trifocal or lenticular lenses (any RX)	\$60-\$120	Included
Oversize Lenses	\$20	Included
Tinting of Plastic Lenses	\$20	\$11
Scratch-Resistant Coating	\$25-\$40	Included
Scratch Protection Plan Single Vision	\$60-\$120	\$20
Scratch Protection Plan Multifocal	\$60-\$120	\$40
Polycarbonate Lenses ³	\$60-\$75	\$0 or \$30
Ultraviolet Coating	\$25-\$30	\$12
Standard Anti-Reflective (AR) Coating	\$50-\$70	\$35
Premium AR Coating	\$65-\$90	\$48
Ultra AR Coating	\$100-\$125	\$60
Standard Progressive Lenses	\$150-\$195	\$50
Premium Progressives (Varilux®, etc.)	\$195-\$225	\$90
Ultra Progressive Lenses	\$225-\$300	\$140
Intermediate-Vision Lenses	\$150-\$175	\$30
High-Index Lenses	\$90-\$150	\$55
Polarized Lenses	\$95-\$110	\$75
Plastic Photosensitive Lenses	\$95-\$150	\$65
Contact Lens Benefit (in lieu of eyeglasses)		
-Evaluation, Fitting & Follow-Up Care – Standard Lens Types		Included
-Evaluation, Fitting & Follow-Up Care – Specialty Lens Types		Included
Contact Lenses (in lieu of Allowances): Materials		
-Standard daily wear contact lenses		Included
-Disposable		Up to \$130
-Planned Replacement		Up to \$130
Medically Necessary Contact Lenses (with prior approval)		
-Materials, Evaluation, Fitting & Follow-Up Care		Included

Out-of-Network Reimbursement Schedule: up to			
Eye Examination: \$45	Single Vision Lenses: \$30	Trifocal Lenses: \$65	Elective Contact Lenses: \$105
Frame: \$70	Bifocal/Progressive Lenses: \$50	Lenticular Lenses: \$100	Medically Necessary CL: \$210
Contact Lens Evaluation & Fitting – Daily Wear: \$20		Contact Lens Evaluation & Fitting – Extended Wear: \$30	

APPENDIX F-1. 2019-2020 SALARY SCHEDULE

Manheim Central 2019-2020
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Steps											
<u>18-19</u>	<u>19-20</u>	B	B+15	B+30	ME	M	M+15	M+30	M+45	M+60	D
	1	51,881	54,085	56,289	56,664	58,493	60,697	62,901	65,105	67,309	69,513
1	2	52,946	55,150	57,354	57,729	59,558	61,762	63,966	66,170	68,374	70,578
2	3	54,012	56,216	58,420	58,795	60,624	62,828	65,032	67,236	69,440	71,644
3	4	55,078	57,282	59,486	59,861	61,690	63,894	66,098	68,302	70,506	72,710
4	5	56,143	58,347	60,551	60,926	62,755	64,959	67,163	69,367	71,571	73,775
5	6	57,209	59,413	61,617	61,992	63,821	66,025	68,229	70,433	72,637	74,841
6	7		60,672	62,876	63,251	65,080	67,284	69,488	71,692	73,896	76,100
7	8		61,931	64,135	64,510	66,339	68,543	70,747	72,951	75,155	77,359
8	9		63,189	65,393	65,768	67,597	69,801	72,005	74,209	76,413	78,617
9	10		64,448	66,652	67,027	68,856	71,060	73,264	75,468	77,672	79,876
10	11		65,707	67,911	68,286	70,115	72,319	74,523	76,727	78,931	81,135
11	12		66,965	69,169	69,544	71,373	73,577	75,781	77,985	80,189	82,393
12	13		68,225	70,429	70,804	72,633	74,837	77,041	79,245	81,449	83,653
13	14		69,483	71,687	72,062	73,891	76,095	78,299	80,503	82,707	84,911
14	15		70,741	72,945	73,320	75,149	77,353	79,557	81,761	83,965	86,169
15	16		72,001	74,205	74,580	76,409	78,613	80,817	83,021	85,225	87,429
16-17	17		73,259	75,463	75,838	77,667	79,871	82,075	84,279	86,483	88,687

See also Appendix G-1 for Salary Schedule Step Placement Chart based on years of service completed.

APPENDIX F-2. 2020-2021 SALARY SCHEDULE

Manheim Central 2020-2021											
Steps		B	B+15	B+30	ME	M	M+15	M+30	M+45	M+60	D
<u>19-20</u>	<u>20-21</u>										
	1	53,961	56,165	58,369	58,744	60,573	62,777	64,981	67,185	69,389	71,593
1	2	54,778	56,982	59,186	59,561	61,390	63,594	65,798	68,002	70,206	72,410
2	3	55,595	57,799	60,003	60,378	62,207	64,411	66,615	68,819	71,023	73,227
3	4	56,412	58,616	60,820	61,195	63,024	65,228	67,432	69,636	71,840	74,044
4	5	57,229	59,433	61,637	62,012	63,841	66,045	68,249	70,453	72,657	74,861
5	6	58,045	60,249	62,453	62,828	64,657	66,861	69,065	71,269	73,473	75,677
6	7		61,508	63,712	64,087	65,916	68,120	70,324	72,528	74,732	76,936
7	8		62,765	64,969	65,344	67,173	69,377	71,581	73,785	75,989	78,193
8	9		64,023	66,227	66,602	68,431	70,635	72,839	75,043	77,247	79,451
9	10		65,281	67,485	67,860	69,689	71,893	74,097	76,301	78,505	80,709
10	11		66,539	68,743	69,118	70,947	73,151	75,355	77,559	79,763	81,967
11	12		67,797	70,001	70,376	72,205	74,409	76,613	78,817	81,021	83,225
12	13		69,055	71,259	71,634	73,463	75,667	77,871	80,075	82,279	84,483
13	14		70,313	72,517	72,892	74,721	76,925	79,129	81,333	83,537	85,741
14	15		71,571	73,775	74,150	75,979	78,183	80,387	82,591	84,795	86,999
15	16		72,829	75,033	75,408	77,237	79,441	81,645	83,849	86,053	88,257
16-17	17		74,087	76,291	76,666	78,495	80,699	82,903	85,107	87,311	89,515

See also Appendix G-2 for Salary Schedule Step Placement Chart based on years of service completed.

APPENDIX F-3. 2021-2022 SALARY SCHEDULE

Manheim Central 2021-2022											
Steps											
<u>20-21</u>	<u>21-22</u>	B	B+15	B+30	ME	M	M+15	M+30	M+45	M+60	D
	1	56,696	58,900	61,104	61,479	63,308	65,512	67,716	69,920	72,124	74,328
1	2	57,185	59,389	61,593	61,968	63,797	66,001	68,205	70,409	72,613	74,817
2	3	57,675	59,879	62,083	62,458	64,287	66,491	68,695	70,899	73,103	75,307
3	4	58,165	60,369	62,573	62,948	64,777	66,981	69,185	71,389	73,593	75,797
4	5	58,655	60,859	63,063	63,438	65,267	67,471	69,675	71,879	74,083	76,287
5	6	59,144	61,348	63,552	63,927	65,756	67,960	70,164	72,368	74,572	76,776
6	7		62,605	64,809	65,184	67,013	69,217	71,421	73,625	75,829	78,033
7	8		63,862	66,066	66,441	68,270	70,474	72,678	74,882	77,086	79,290
8	9		65,119	67,323	67,698	69,527	71,731	73,935	76,139	78,343	80,547
9	10		66,376	68,580	68,955	70,784	72,988	75,192	77,396	79,600	81,804
10	11		67,633	69,837	70,212	72,041	74,245	76,449	78,653	80,857	83,061
11	12		68,890	71,094	71,469	73,298	75,502	77,706	79,910	82,114	84,318
12	13		70,147	72,351	72,726	74,555	76,759	78,963	81,167	83,371	85,575
13	14		71,404	73,608	73,983	75,812	78,016	80,220	82,424	84,628	86,832
14	15		72,661	74,865	75,240	77,069	79,273	81,477	83,681	85,885	88,089
15	16		73,918	76,122	76,497	78,326	80,530	82,734	84,938	87,142	89,346
16-17	17		75,175	77,379	77,754	79,583	81,787	83,991	86,195	88,399	90,603

See also Appendix G-3 for Salary Schedule Step Placement Chart based on years of service completed.

APPENDIX F-4. 2022-2023 SALARY SCHEDULE

Manheim Central 2022-2023											
Steps											
<u>21-22</u>	<u>22-23</u>	B	B+15	B+30	ME	M	M+15	M+30	M+45	M+60	D
	1	60,372	62,576	64,780	65,155	66,984	69,188	71,392	73,596	75,800	78,004
1	2	60,422	62,626	64,830	65,205	67,034	69,238	71,442	73,646	75,850	78,054
2	3	60,472	62,676	64,880	65,255	67,084	69,288	71,492	73,696	75,900	78,104
3	4	60,522	62,726	64,930	65,305	67,134	69,338	71,542	73,746	75,950	78,154
4	5	60,572	62,776	64,980	65,355	67,184	69,388	71,592	73,796	76,000	78,204
5	6	60,622	62,826	65,030	65,405	67,234	69,438	71,642	73,846	76,050	78,254
6	7		64,082	66,286	66,661	68,490	70,694	72,898	75,102	77,306	79,510
7	8		65,337	67,541	67,916	69,745	71,949	74,153	76,357	78,561	80,765
8	9		66,593	68,797	69,172	71,001	73,205	75,409	77,613	79,817	82,021
9	10		67,849	70,053	70,428	72,257	74,461	76,665	78,869	81,073	83,277
10	11		69,104	71,308	71,683	73,512	75,716	77,920	80,124	82,328	84,532
11	12		70,360	72,564	72,939	74,768	76,972	79,176	81,380	83,584	85,788
12	13		71,616	73,820	74,195	76,024	78,228	80,432	82,636	84,840	87,044
13	14		72,871	75,075	75,450	77,279	79,483	81,687	83,891	86,095	88,299
14	15		74,127	76,331	76,706	78,535	80,739	82,943	85,147	87,351	89,555
15	16		75,382	77,586	77,961	79,790	81,994	84,198	86,402	88,606	90,810
16-17	17		76,638	78,842	79,217	81,046	83,250	85,454	87,658	89,862	92,066

See also Appendix G-4 for Salary Schedule Step Placement Chart based on years of service completed.

APPENDIX G-1. 2019-2020 SALARY SCHEDULE STEP PLACEMENT CHART

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	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3
3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3	3
4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3
5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3	5	3
6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3	6	3
7		7	3	7	3	7	3	7	3	7	3	7	3	7	3	7	3	7	3
8		8	3	8	3	8	3	8	3	8	3	8	3	8	3	8	3	8	3
9		9	3	9	3	9	3	9	3	9	3	9	3	9	3	9	3	9	3
10		10	3	10	3	10	3	10	3	10	3	10	3	10	3	10	3	10	3
11		11	3	11	3	11	3	11	3	11	3	11	3	11	3	11	3	11	4
12		12	4	12	3	12	4	12	4	12	4	12	4	12	4	12	4	12	5
13		13	5	13	4	13	5	13	6	13	6	13	6	13	6	13	5	13	6
14		14	7	14	6	14	6	14	7	14	7	14	7	14	7	14	6	14	7
15		15	8	15	7	15	8	15	8	15	8	15	8	15	8	15	8	15	8
16		16	9	16	9	16	9	16	9	16	9	16	9	16	9	16	9	16	9
17		17	11	17	10	17	10	17	11	17	11	17	11	17	11	17	10	17	10
18		18	12	18	11	18	12	18	12	18	12	18	12	18	12	18	12	18	12
19		19	13	19	12	19	13	19	14	19	14	19	13	19	13	19	13	19	13
20		20	13	20	12	20	13	20	14	20	14	20	13	20	13	20	13	20	13
21		21	15	21	14	21	14	21	15	21	15	21	15	21	15	21	15	21	15
22		22	15	22	14	22	14	22	15	22	15	22	15	22	15	22	15	22	15
23		23	15	23	14	23	14	23	15	23	15	23	15	23	15	23	15	23	15
24		24	16	24	15	24+	17	24	16	24	16	24+	17	24	16	24	16	24	16
25+		25+	17	25+	17			25+	17	25+	17			25+	17	25+	17	25+	17

APPENDIX G-2. 2020-2021 SALARY SCHEDULE STEP PLACEMENT CHART

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	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3
3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4
4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4
6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4	6	4
7		7	4	7	4	7	4	7	4	7	4	7	4	7	4	7	4	7	4
8		8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4	8	4
9		9	4	9	4	9	4	9	4	9	4	9	4	9	4	9	4	9	4
10		10	4	10	4	10	4	10	4	10	4	10	4	10	4	10	4	10	4
11		11	4	11	4	11	4	11	4	11	4	11	4	11	4	11	4	11	4
12		12	4	12	4	12	4	12	4	12	4	12	4	12	4	12	4	12	5
13		13	5	13	4	13	5	13	5	13	5	13	5	13	5	13	5	13	6
14		14	6	14	5	14	6	14	7	14	7	14	7	14	7	14	6	14	7
15		15	8	15	7	15	7	15	8	15	8	15	8	15	8	15	7	15	8
16		16	9	16	8	16	9	16	9	16	9	16	9	16	9	16	9	16	9
17		17	10	17	10	17	10	17	10	17	10	17	10	17	10	17	10	17	10
18		18	12	18	11	18	11	18	12	18	12	18	12	18	12	18	11	18	11
19		19	13	19	12	19	13	19	13	19	13	19	13	19	13	19	13	19	13
20		20	14	20	13	20	14	20	15	20	15	20	14	20	14	20	14	20	14
21		21	14	21	13	21	14	21	15	21	15	21	14	21	14	21	14	21	14
22		22	16	22	15	22	15	22	16	22	16	22	16	22	16	22	16	22	16
23		23	16	23	15	23	15	23	16	23	16	23	16	23	16	23	16	23	16
24		24	16	24	15	24	15	24	16	24	16	24	16	24	16	24	16	24	16
25		25+	17	25	16	25+	17	25+	17	25+	17	25+	17	25+	17	25+	17	25+	17
26+				26+	17														

APPENDIX G-3. 2021-2022 SALARY SCHEDULE STEP PLACEMENT CHART

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	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3
3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4
4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5
5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5	5
6	5	6	5	6	5	6	5	6	5	6	5	6	5	6	5	6	5	6	5
7		7	5	7	5	7	5	7	5	7	5	7	5	7	5	7	5	7	5
8		8	5	8	5	8	5	8	5	8	5	8	5	8	5	8	5	8	5
9		9	5	9	5	9	5	9	5	9	5	9	5	9	5	9	5	9	5
10		10	5	10	5	10	5	10	5	10	5	10	5	10	5	10	5	10	5
11		11	5	11	5	11	5	11	5	11	5	11	5	11	5	11	5	11	5
12		12	5	12	5	12	5	12	5	12	5	12	5	12	5	12	5	12	5
13		13	5	13	5	13	5	13	5	13	5	13	5	13	5	13	5	13	6
14		14	6	14	5	14	6	14	6	14	6	14	6	14	6	14	6	14	7
15		15	7	15	6	15	7	15	8	15	8	15	8	15	8	15	7	15	8
16		16	9	16	8	16	8	16	9	16	9	16	9	16	9	16	8	16	9
17		17	10	17	9	17	10	17	10	17	10	17	10	17	10	17	10	17	10
18		18	11	18	11	18	11	18	11	18	11	18	11	18	11	18	11	18	11
19		19	13	19	12	19	12	19	13	19	13	19	13	19	13	19	12	19	12
20		20	14	20	13	20	14	20	14	20	14	20	14	20	14	20	14	20	14
21		21	15	21	14	21	15	21	16	21	16	21	15	21	15	21	15	21	15
22		22	15	22	14	22	15	22	16	22	16	22	15	22	15	22	15	22	15
23		23+	17	23	16	23	16	23+	17	23+	17	23+	17	23+	17	23+	17	23+	17
24				24	16	24	16												
25				25	16	25	16												
26+				26+	17	26+	17												

APPENDIX G-4. 2022-2023 SALARY SCHEDULE STEP PLACEMENT CHART

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	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3	2	3
3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4	3	4
4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5	4	5
5	6	5	6	5	6	5	6	5	6	5	6	5	6	5	6	5	6	5	6
6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6	6
7		7	6	7	6	7	6	7	6	7	6	7	6	7	6	7	6	7	6
8		8	6	8	6	8	6	8	6	8	6	8	6	8	6	8	6	8	6
9		9	6	9	6	9	6	9	6	9	6	9	6	9	6	9	6	9	6
10		10	6	10	6	10	6	10	6	10	6	10	6	10	6	10	6	10	6
11		11	6	11	6	11	6	11	6	11	6	11	6	11	6	11	6	11	6
12		12	6	12	6	12	6	12	6	12	6	12	6	12	6	12	6	12	6
13		13	6	13	6	13	6	13	6	13	6	13	6	13	6	13	6	13	6
14		14	6	14	6	14	6	14	6	14	6	14	6	14	6	14	6	14	7
15		15	7	15	6	15	7	15	7	15	7	15	7	15	7	15	7	15	8
16		16	8	16	7	16	8	16	9	16	9	16	9	16	9	16	8	16	9
17		17	10	17	9	17	9	17	10	17	10	17	10	17	10	17	9	17	10
18		18	11	18	10	18	11	18	11	18	11	18	11	18	11	18	11	18	11
19		19	12	19	12	19	12	19	12	19	12	19	12	19	12	19	12	19	12
20		20	14	20	13	20	13	20	14	20	14	20	14	20	14	20	13	20	13
21		21	15	21	14	21	15	21	15	21	15	21	15	21	15	21	15	21	15
22		22	16	22	15	22	16	22+	17	22+	17	22	16	22	16	22	16	22	16
23		23	16	23	15	23	16					23	16	23	16	23	16	23	16
24+		24+	17	24+	17	24+	17					24+	17	24+	17	24+	17	24+	17

APPENDIX H. 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 as follows:
 - For 2019-2020 and 2020-2021: \$2,318 for the school year. If an Instructional Facilitator is responsible for an additional content area, s/he shall be compensated with an additional \$1,159 per additional content area. Grade level distribution is determined on a yearly basis by the Administration.
 - For 2021-2022 and 2022-2023: \$2,388 for the school year. If an Instructional Facilitator is responsible for an additional content area, s/he shall be compensated with an additional \$1,194 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 as follows:
 - For 2019-2020 and 2020-2021: \$2,318 for the school year. If an Instructional Facilitator is responsible for an additional level, s/he shall be compensated with an additional \$1,159 per additional level. Grade level distribution is determined on a yearly basis by the Administration.
 - For 2021-2022 and 2022-2023: \$2,388 for the school year. If an Instructional Facilitator is responsible for an additional level, s/he shall be compensated with an additional \$1,194 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 \$2,318 through June 30, 2021. Effective July 1, 2021, said annual stipend shall increase to \$2,388 for each full year of service for the remainder of this Agreement.

Team Leaders shall be paid an annual stipend for each full year of service in the amount of \$1,957 through June 30, 2021. Effective July 1, 2021, said annual stipend shall increase to \$2,016 for each full year of service for the remainder of this Agreement.

RECEIVED
10/30/11

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 1 2012

BY: BK

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into this 8th 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

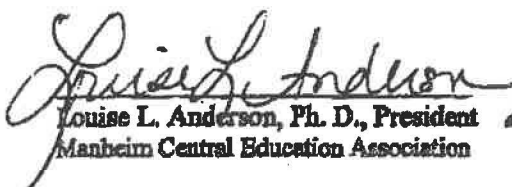
Release Time for IEP Writing

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 Howett, 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

Online Learning 6th – 12th 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.

Equal Opportunity Employer

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 (3rd-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.

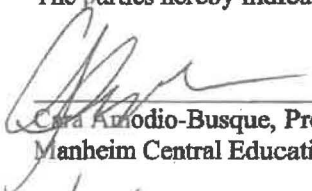
5. **Virtual Academy Working Group.** The District and Association shall establish a Virtual Academy Working Group to review issues related to the Virtual Academy. The Working Group shall be comprised of three (3) District administrators and three (3) bargaining unit members selected by the Association. 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.

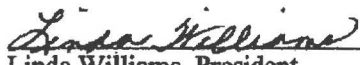
The District and the Association agree that any disputes that may arise regarding the implementation and/or application of the provisions of this MOA shall be subject to resolution through the grievance procedures outlined in the Collective Bargaining Agreement.

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 Amadio-Busque, President
Manheim Central Education Association

1/24/18
Date


Linda Williams, President
Manheim Central School District
Board of Directors

1/22/18
Date

Memorandum of Understanding

The Manheim Central School District (hereinafter "District") and the Manheim Central Education Association (hereinafter "Association") execute this Memorandum of Understanding (hereinafter "MOU") to confirm its mutual agreement regarding the terms and conditions of professional staff facilitating online courses for Manheim Central learners for the period of on or about March 16, 2020 through the end at the conclusion COVID 19 state mandated shutdown and/or future district closures related to COVID 19 and are not to exceed June 30, 2020.

Background Information: Pennsylvania Governor Wolf announced the closure of Pennsylvania schools on March 13, 2020 due to the impact of the coronavirus on students and communities. As a result of the closing of schools employees covered by the CBA are not permitted to report to the physical workplace, but have been asked to work from home. Therefore, the parties desire to set forth an agreement for the employees covered by the CBA for the duration of the COVID 19 state mandated shutdown and/or future district closures related to COVID 19.

Both parties agree that time devoted towards Optional Learning Activities and Resources as well as Preview Materials shall count towards meeting the one hundred ninety teacher days beginning March 25, 2020 – June 12, 2020.

Both parties agree that there will be no pyramiding or duplicating of pay during this time with the exception of the time sheets submitted for Special Education IEP meetings from March 16 through March 24, 2020.

This MOU shall sunset at the conclusion COVID 19 state mandated shutdown and/or future district closures related to COVID 19 and are not to exceed June 30, 2020.

- This MOU shall not set any precedent for similar situations in the future and the Association shall not use this MOU as evidence in any grievances which are not a result of violation of this MOU.
- This MOU shall be subject to the Grievance and Arbitration Section of the CBA.
- All other terms of the CBA that are not in conflict with this MOU shall remain in full force and effect.
- The individual signing on behalf of the Manheim Central Education Association states that he/she has been duly authorized in accordance with law to enter into and execute this Agreement on behalf of and with permanent binding effect upon the Manheim Central Education Association and individual members thereof.
- The individual signing on behalf of the Manheim Central School District states that he/she has been duly authorized in accordance with the law to enter into and execute this agreement on behalf of and with permanent binding effect on the Manheim Central School District and individual members thereof.
- The District and Association understand and agree that this MOU shall not establish a precedent for either party to this Agreement, nor does it establish past practice. Further, nothing in this MOU shall prevent either party from exercising their respective rights to enforce its provisions.

- The District and the Association understand and 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, intended to be legally bound, indicate their agreement to, and execution of, the above terms by affixing their signatures below.

Manheim Central School District

By: *Lucy Kilbane* Date: 4/30/20
Board President

Manheim Central Education Association

By: *Melissa A. Pas* Date: May 1, 2020
President

Witness

By: *Byron K. Howell* Date: 5/1/2020

Platforms for Daily Use

1. All pre-k-12 General Education teachers will use Schoology for their daily Optional Learning Activities and Resources.
2. Teachers will continue to maintain communication with students and parents as they have all school year. (e.g., email, website, newsletter, etc.)
3. PreK-12 Teachers will respond to student and parent questions via email, discussion forums, etc. within 24 hours or hold daily office hours.
4. Teachers will plan and communicate weekly with grade level or department teams (Zoom) and post activities for each week by Monday morning via email, Schoology groups, Google Drive, phone, etc.
5. Use platforms that are already familiar with students (with the exception of Schoology). Students will continue to use these platforms for all daily lessons. Consider these platforms to be the home base for students. (Do not introduce new technology other than Schoology at this point.)

Expectations for Facilitating Activities

We will be offering Planned Optional Learning Activities and Resources in Core Content Areas and Electives

1. All Learning Activities and Resources are optional for students and need to be developed in a way that provides equitable access for all students.
2. K-12 teachers will provide self-paced activities for approximately 2.5 hours daily. For elementary, this time includes all subjects (not per subject). Middle School Core teachers provide approximately 30-40 minutes per subject for Core Content Classes (ELA, Math, Science, and Social Studies) and High School Learners would receive planned activities from facilitators as they follow their daily schedule for no more than 45-50 minutes per course.
Current HS Courses will remain in place until at least April 19th. We will be in contact as to when/if we would switch to 4th marking period courses. Middle School will continue with Core Classes only. Encore for MS and Elementary will be following the directions below.
3. Health/PE, Music, Art and Stem (Elementary) Family & Consumer Science, Spanish, PE/Health, Art, Music, Tech Ed, Business Ed. (Middle School) teachers will work out a schedule for each grade level. They may offer no more than one lesson each day from one teacher from this team each week. (30 minutes tops) This could be offered in a Menu of Choices for the week for families (Here are the activities available for the week-parents kids choose when to do them- or Daily Schedule Art on Monday, Music on Tuesday, Phys. Ed/Health on Wednesday, etc. Days of support--Zoom support for Art on Monday, Music on Tuesday, etc. Specialists may want to hold office hours on a certain day of the week--All Art on Monday from 10-12, etc.
4. Pupil Services will develop a plan to provide individual and/or small group support to students on a weekly basis.
5. Special Education will support any teacher who needs help in developing differentiated content.
Special education teachers will continue IEP meetings. Each special education teacher will be assigned and support a particular content area or grade level. Pam Watts will work on these assignments.
6. Grade level teachers of the same subject will offer consistency within reason. Teams will lesson share to assist in workload.

7. All teachers will post to Schoology each week one checklist/menu that contains all core content or elective activities that are expected to be completed each week. (Use Schoology to create folders based on weeks.)
8. Feedback to students will be given on a regular basis (at least once a week), even if it is just a thumbs up. The use of formative assessment is permitted, but no grades will be given. No Summative Testing. (Online AP testing may be the exception).
9. Continue to create activities that include students with special needs, as well as leveled curriculum and modifications and/or accommodations. (This would include ELL students, students on IEP, as well as Section 504 plans.)
10. Teachers may include videos weekly that students can look forward to viewing. This may be a "Good Morning!" video or an instructional video. Video is encouraged as much as possible.
11. Please continue to communicate with parents regarding student non-participation, as you normally would. Additional student concerns should be communicated with your Principal (or supervising Principal at MS/HS).
12. Some ideas for synchronous office hours (optional). Expectation would be to return calls and answer questions within 24 hours or 72 hours over a weekend.
13. Synchronous opportunities for learning can occur (no more than once a week). But, you cannot expect that all learners will be able to log in at the time that you schedule the session and you will need to work with others to coordinate so that kids are not having to log in for all 3 courses at the same time. A schedule might be: Math on Monday, ELA on Tuesday, Science on Wednesday, Social Studies on Thursday, and Others on Friday. Recording any synchronous sessions could be an option for those unable to log in.

Tips and Advice

1. Quality is more important than quantity.
 - a. Consider the most important learning outcomes and key content. Prioritize your instruction to emphasize and efficiently teach/practice this content.
 2. Lessons should capitalize on the home environment and Difference Maker Attributes: Critical Thinking, Innovation, Collaboration, Communication, Reflective Learner, and Responsible Citizen as much as possible.
Reduce screen time and include physical activity as much as possible.
 - a. Tap into natural resources and common home items (crayons, cardboard, pots & pans, etc.)
 - b. Paper packets or electronic packets are not permitted.
 - c. Planned Activities should focus around the most essential content
 - d. Project-Based Learning, Hands-On Learning, Choice Boards, etc. are encouraged.
3. Please do not make video lectures that exceed the length of a mini lesson (5-8 minutes)
 - a. We are not attempting to replicate instruction, but the intent is to provide Planned Activities Based on Core Content and Electives
 - b. Videos should support the independent activity and not teach multiple skills.
 - c. Support videos should be short (5-8 minutes).
4. Monitor the morale of your class and the workload of the students carefully. You have the latitude to make good decisions for the well-being of your students.
 - a. Communicate with parents (emails, phone calls, Schoology messages, etc) when a student is not completing assignments or actively engaged.
 - b. If a parent's response is outside the concerns relating to curriculum as in factors why the child is unable to complete the materials, communicate to your supervising administrator.

5. Maintain a healthy work/life balance. Keep lines of communication open between all departments and consult your admin. If you are having any difficulty in this new frontier of learning. We are here to support you!
 - a. Reach out to your colleagues. We are all here to help!
 - b. If you become sick, please let your administrator know.
 - c. There is no expectation that you are available at all times for your students' questions. The expectation is that you will take some time each day to respond.
6. Video, Video, video!
 - a. Consider providing short 5 minute videos to help clarify the skill needed. Then allow for practice on their own.
 - b. Do not try to reinvent the wheel, use resources such as Youtube, Khan Academy, as well as PBS Media, and other premade video resources.
 - c. Using short videos can help support auditory and visual learners.
7. Reduce the workload
 - a. Keep from overwhelming all (students, parents, and staff)--half of normal
8. Capture kids hearts
 - a. The kids want to see you! During this stressful time it will help the kids to see their teachers. You are very important to them.
 - b. Screencastify, Zoom, Google hangouts etc. will be useful tools.
 - c. Share a personal thought or tidbit about your life right now. (This doesn't necessarily have to tie to your lessons.)
9. Get away from the computer as much as possible
 - a. Pop-ups and off task will lead to 7-8 hours
10. No hard deadlines
 - a. Be flexible and accommodating
11. Give students choice:

Possibly offer students :

 - learning menus
 - choice boards
 - "must do" versus "may do" items
 - Discussion and debate
 - Experiential Learning
 - Hands-On tasks
 - Be Creative and Innovative!
12. Parent Support videos and how-to documents will be created
13. For Each School-Creating a Place to Link Live Sessions if they are held
14. Also keep in mind that this is a very stressful time for our families, learners, and for you. Please have patience and show grace to all during this very challenging time. Keeping things simple will go a long way. We are not intending to replicate exactly what would occur if learners were with us face to face on a daily basis.

Communication Roll-Out

1. Monday 3/23- Initial Communication about Online Instruction will come first from Dr. Aiken to Parents and from Dr. Flannery to Staff.
2. Thursday 3/26- Detailed communication from Dr. Aiken to families.
3. Friday 3/27 -Principals will communicate with all families.
4. Monday/Tuesday 3/30&3/31- Individual teachers will be expected to reach out by email and/or phone with each learner to explain the district's intent to provide: Planned

Activities Based on Core Content and Electives and to answer any parent or learner questions.

5. Getting everyone set up online will be messy for the first week, but we are confident this will be seamless as we progress.
6. START DATE Wednesday, April 1, 2020

MEMORANDUM OF AGREEMENT

by and between the

Manheim Central Education Association

and the

Manheim Central School District

Online Learning

K-5

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. In addition, the District and the Association execute this MOA to confirm its mutual agreement regarding the terms and conditions of professional staff facilitating online courses for Manheim Central learners, grades K-5.

Background and Information: The District and Association entered into a previous MOA, effective August 31, 2020 through the end of the 2020-2021 school year, necessitated by the COVID-19 Pandemic. The Parties agree that the established program was successful and both Parties wish to continue the facilitation of online courses. As such, said previous MOA shall be rescinded in full and replaced by this MOA effective immediately. This MOA shall remain in effect until negotiation of the successor collective bargaining agreement ("CBA").

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

1. Full-Time Educational Program: The District may offer a full-time educational program through its Manheim Central Online Academy to entice the following resident school-aged children to enroll as students within the District:

- Children participating in a home education program pursuant to School Code § 1327.1, or being privately tutored pursuant to School Code § 1327;
- Children attending a charter school or cyber charter school; and
- Children attending a private, parochial, or independent school

2. Supplemental Cyber Program for K-5 Students: The District may offer grade K-5 students the opportunity to participate in academic courses offered through the Manheim Central Online Academy.

3. Manheim Central Online Academy Assignments for Bargaining Unit Members: The District reserves the right to involuntarily assign staff to facilitate online courses based on scheduling needs and teacher certification.

4. Design of Online Course Instruction: The District will allow a one-time maximum number of hours per course for the purpose of designing and developing an online course by grade and subject area as set forth below:

- a) One-hundred twenty (120) hours for Grades K-4 ELA; and
- b) One-hundred (100) hours for Grades K-4 Math, and all Grade 5 Core courses; and
- c) Fifty (50) hours for each K-5 Special Area course; and
- d) Forty-five (45) hours for K-4 Social Studies and Science courses respectively.

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 number of hours, as outlined above, per course, will be compensated at the negotiated curriculum rate.

5. Facilitation of Full-Time Online Course Instruction: The maximum number of students enrolled in online instruction and on a general classroom teacher's caseload at any given time, is twenty-six (26). Monitoring of and mentoring for Manheim Central Online Academy instruction by a bargaining unit member shall be considered a regular teaching assignment during the teacher day if the Online Academy is the teacher's lone assignment and he/she has no students in a brick-and-mortar setting.

6. Facilitation of Online Course Instruction beyond the Regular Teaching Assignment: The maximum number of students assigned beyond the regular teaching assignment to a general classroom teacher's caseload at any given time, is five (5).

7. Facilitation of Online Course Instruction for Special Area Subject Teachers: Special area teachers with extra planning periods throughout the day could be assigned a caseload up to twenty-six (26) students per extra planning period as part of their regular teaching assignment

during the normal contract day. The maximum number of students assigned beyond the regular teaching assignment to a special area teacher's caseload at any given time is seventy-five (75).

8. Compensation: Teachers who are teaching online students outside of their regular teaching assignment, will be compensated for each student enrolled in an online course based on the below schedule. This will be calculated and paid out based on the daily enrollment rate. Teachers will be paid upon the conclusion of each marking period.

a) Three-hundred dollars (\$300.00) per student per course for Grades K-4 ELA and Math and all Grade 5 Core courses; and

b) One-hundred fifty dollars (\$150.00) per student per course for Grades K-4 Science and Social Studies courses; and

c) Fifty dollars (\$50.00) per student per course for Grades K-5 Special Area courses.

9. 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 Manheim Central Online Academy.

10. Manheim Central Online Academy Working Group: The District and Association shall establish a Manheim Central Online Academy Working Group to review issues related to the Manheim Central Online Academy. The Working Group shall be composed 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 Manheim Central Online 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.

11. 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 Manheim Central Online Academy.

The District and Association understand and agree that this MOA shall not establish a precedent for either party to this MOA, nor does it establish past practice. Further, nothing in this MOA 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 Procedure outlined in the Collective Bargaining Agreement.


Nothing contained in this MOA shall preclude the 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.



Melissa Passaro, President

Manheim Central Education Association



Linda Williams, President

Manheim Central School District

Board of Directors

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 25th day of August 2020, by and between the Manheim Central School District ("District") and the Manheim Central Education Association ("Association").

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement ("CBA") effective for only the 2020-2021 Academic School Year, and

WHEREAS, some students do not attend the brick and mortar school full time, and

WHEREAS, the District and the Association desire to encourage District residents to continue to attend the District schools and not move to Cyber Education outside the District, and

WHEREAS, in an effort to provide students who are in green or yellow phase hybrid learning or any emergency red phase learning an opportunity to have access to the same instruction as those attending the brick and mortar school buildings, and

WHEREAS, the interaction with the teacher and other students is an important part of the educational program, and that any time a student is able to interact with faculty, staff and peers, such interaction would benefit the student, and

WHEREAS, the District desires to provide live stream instruction to those students until they return to the school building, and

WHEREAS, the Association agrees live stream instruction could be beneficial for students and is willing to work with the District to provide instruction to students at home, and

WHEREAS, the parties wish to work together to offer such a program as an option for the 2020-2021 school year,

NOW THEREFORE, intending to be legally bound, the District and the Association hereby agree as follows:

- 1) The District will make every effort to provide live stream instruction to those students who do not attend the brick and mortar school.
- 2) The live stream instruction shall not be recorded by the District. Teachers are encouraged to record instructional segments in advance, as needed, in order to further learner understanding of standards.
- 3) The District will create a user agreement that both administration and teachers will make every effort to enforce and ensure that such instruction shall be viewed only by the students rostered to the course and shall not be recorded and/or distributed.

- 4) The District will evaluate live stream instruction according to standard evaluation practice.
- 5) The District reserves the right to involuntarily assign staff to facilitate live stream instruction based on scheduling needs and teacher certification.
- 6) This MOU shall not constitute a waiver of the bargaining unit work, shall not establish a practice or precedent, and serves as a one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances for the 2020-2021 contract year.
- 7) This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.
- 8) The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of this MOU.
- 9) Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST

Secretary

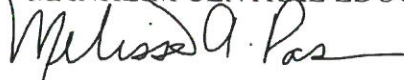
MANHEIM CENTRAL SCHOOL DISTRICT


School Board Secretary

8-27-20
Date

Secretary

MANHEIM CENTRAL EDUCATION ASSOCIATION


President

8/27/2020
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this 15th day of November 2021, by and between the Manheim Central School District (“District”) and the Manheim Central Education Association (“Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement (“CBA”) effective through the 2022-2023 School Year, and

WHEREAS, the District and the Association entered into two (2) Memoranda of Understanding related to Online Learning for K-5 Online Facilitators and 6-12 Online Facilitators respectively, and

WHEREAS, the District and Association agree that the interaction with faculty is an important part of the educational program for all students, and that any time a student is able to interact with faculty such interaction benefits the student, and

WHEREAS, in order to provide such interactions, the District and the Association need greater clarity as to expectations of office hours for the Online Facilitators and the associated compensation,

NOW THEREFORE, intending to be legally bound, the District and the Association hereby agree as follows:

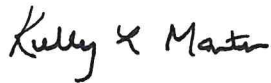
1. Online Facilitators operating under the K-5 MOU for Online Learning or the 6-12 MOU for Online Learning shall be expected to provide the following:
 - a) K-5 Online Facilitators shall be compensated at the contracted rate associated with the formula outlined in Section 4(c) of the current 6-12 MOU for Online Learning.
 - i. 1-2 students – one (1) 30-minute session
 - ii. 3-5 students – two (2) 30-minute sessions
 - b) 6-12 Online Facilitators shall be compensated based on course load and shall be compensated at the contracted rate associated with the formula outlined in Section 4(c) of the current 6-12 MOU for Online Learning.
 - i. 1-10 students – one (1) 30-minute session
 - ii. 11-29 students – two (2) 30-minute sessions
2. Online Facilitators shall conduct their sessions outside the contractual school day unless the Online Facilitator is able to conduct a session during free time.

3. This MOU shall not constitute a waiver of the bargaining unit work, shall not establish a practice or precedent, and shall expire with the expiration of the K-5 and 6-12 MOUs.
4. Timesheets submitted to the District prior to the formation of this MOU shall be paid out according to the above provisions.
5. This MOU shall not alter the terms of the CBA or MOUs, except as expressly set forth herein. All other terms of the CBA and MOUs shall remain in full force and effect.
6. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of this MOU.
7. Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST

MANHEIM CENTRAL SCHOOL DISTRICT



Secretary



School Board Secretary

11/17/21

Date

MANHEIM CENTRAL EDUCATION ASSOCIATION



Secretary



President

11/18/21

Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this 15th day of November 2021, by and between the Manheim Central School District (“District”) and the Manheim Central Education Association (“Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement (“CBA”) effective through the 2022-2023 School Year, and

WHEREAS, some special education students do not attend a brick and mortar District school full time, and

WHEREAS, the District and Association agree that the interaction with faculty, staff and peers is an important part of the educational program for all students, and that any time a student is able to interact with faculty, staff and peers, such interaction would benefit the student, and

WHEREAS, in order to provide special education students access to the same Special Education/Related Services as those attending the brick and mortar school buildings, the District desires to provide Special Education/Related Services via live-stream to those special education students until they return to the school building, and

WHEREAS, the Association agrees Special Education services via live-stream could be beneficial for special education students and is willing to work with the District to provide support to those students at home, and

WHEREAS, the parties wish to work together to offer such a program as an option for the 2021-2022 school year,

NOW THEREFORE, intending to be legally bound, the District and the Association hereby agree as follows:

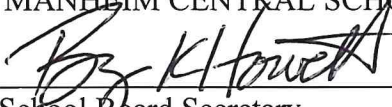
1. “Special Education/Related Services” and “support services and/or specially designed instruction” may include direct instruction, individual support, small group tutoring, and anything else that allows special education teachers to conduct their duties normally through a live-stream format, when needed.
2. The District may provide the option of Special Education/Related Services via live-stream to those special education students when they do not attend the brick-and-mortar school.
3. Any Special Education/Related Services provided via live-stream shall not be recorded by the District.
4. The District will create a user agreement that both administration and teachers will make every effort to enforce and ensure that such support sessions shall be viewed only by the students on the case managers’ caseload and shall not be recorded and/or distributed.


5. The District may evaluate Special Education/Related Services via live stream to standard evaluation practice.
6. Participation in facilitation of live-stream support and or related services based on the learning needs of Special Education students shall be at the mutually agreeable discretion of the teacher and special education supervisor.
7. This MOU shall not constitute a waiver of the bargaining unit work, shall not establish a practice or precedent, and serves as a one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances for the 2021-2022 contract year and will expire on and including June 30, 2022.
8. This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.
9. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of this MOU.
10. Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

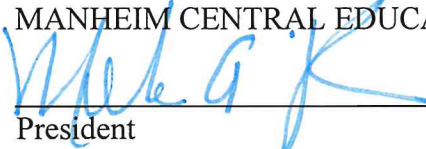
IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST


Secretary

MANHEIM CENTRAL SCHOOL DISTRICT

School Board Secretary 11/17/21
Date


Secretary

MANHEIM CENTRAL EDUCATION ASSOCIATION

President 11/18/21
Date

Essential Agreements for Live Stream Instruction: Special Education

1. Learners will meet with their related service provider/case manager at the prearranged time via Zoom. Learners may be put into breakout rooms, given independent work time, or receive direct instruction. No child on Zoom should be told to work independently for the entirety of the Zoom session.
2. Learners shall arrive at each session via Zoom at the mutually agreed upon time.
3. Attendance/Tardiness for learners on Zoom will be documented by the facilitator each session that has been arranged by the teacher.
4. Facilitators will conduct sessions from the school building when school is in normal operating hours for their mutually agreed upon session.
5. If work is assigned by the Special Education Case Manager/Related Service Provider, assignments will be completed by learners and are due at a time determined by the learning facilitator.
6. Student attendance will be documented based on a learner's physical presence on camera and their participation in the virtual session.
7. Check-in with parents when needed based on current practice.
8. Virtual sessions may not be recorded.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made this 15th day of November 2021, by and between the Manheim Central School District (“District”) and the Manheim Central Education Association (“Association”).

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement (“CBA”) effective through the 2022-2023 School Year, and

WHEREAS, some students do not attend the brick and mortar school full time, and

WHEREAS, the District and the Association desire to encourage District residents to continue to attend the District schools and not move to Cyber Education outside the District, and

WHEREAS, the interaction with the teacher and other students is an important part of the educational program, and that any time a student is able to interact with faculty, staff and peers, such interaction would benefit the student, and

WHEREAS, the District desires to provide synchronous/live-stream instruction to students to maintain continuity of education in COVID-related closures until they can return to the school building, and

WHEREAS, the Association agrees synchronous/live-stream instruction could be beneficial for students and is willing to work with the District to provide instruction to students at home, and

WHEREAS, the parties wish to work together to offer such a program as an option for the 2021-2022 school year,

NOW THEREFORE, intending to be legally bound, the District and the Association hereby agree as follows:

- 1) The District will make every effort to provide synchronous instruction to students when the district may be closed for COVID-related reasons including but not limited to building and/or district closures, staff shortages, and cleaning protocols.
- 2) The synchronous/live-stream instruction shall not be recorded by the District. Teachers are encouraged to record instructional segments in advance, as needed, in order to further learner understanding of standards.
- 3) The District will create a user agreement that both administration and teachers will make every effort to enforce and ensure that such instruction shall be viewed only by the students rostered to the course and shall not be recorded and/or distributed.
- 4) The District may evaluate synchronous/live-stream instruction. Evaluation will occur according to standard evaluation practice.

- 5) The District reserves the right to involuntarily assign staff to facilitate synchronous/live-stream instruction based on scheduling needs and teacher certification.
- 6) This MOU shall not constitute a waiver of the bargaining unit work, shall not establish a practice or precedent, and serves as a one-time exception to the normal operating procedures pursuant to the CBA due to exigent circumstances and will expire on and including June 30, 2022.
- 7) This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.
- 8) The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of this MOU.
- 9) Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST

Kelly E. Martin
Secretary

MANHEIM CENTRAL SCHOOL DISTRICT

B. K. Howell 11/17/21
School Board Secretary Date

A. Smith
Secretary

MANHEIM CENTRAL EDUCATION ASSOCIATION

Mark A. R. 11/18/21
President Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this 15th day of November 2021, by and between the Manheim Central School District ("District") and the Manheim Central Education Association ("Association").

WHEREAS, the District and the Association entered into a Collective Bargaining Agreement ("CBA") effective through the 2022-2023 School Year, and

WHEREAS, the District has historically required teachers to fulfill two (2) afterschool detention duties each year, and

WHEREAS, the District and Association agree that the parties should enter into a formal arrangement outlining certain parameters associated with detention duties,

NOW THEREFORE, intending to be legally bound hereby, the District and the Association hereby agree as follows:

1. Detention shall occur on days school is scheduled to be in session.
2. Detention shall not to exceed fifty (50) minutes per session after contracted hours at the high school and shall not to exceed sixty (60) minutes per session at the middle school.
3. Teachers will be paid at \$25/hour for time worked outside of the contracted day for detention duty.
4. Detention will be paid through time sheets submitted through normal payroll procedures.
5. Coverage for detention will be voluntary with teacher sign ups in advance. If detention is canceled, the teacher does not have first right to reassignment.
6. If there is no detention assigned to students on a given day, the teacher covering detention will be notified prior to the end of the contracted day. There will be no duty or compensation associated with days where detention is canceled.
7. Timesheets submitted to the District prior to the formation of this MOU shall be paid out according to the above provisions.
8. This MOU shall not constitute a waiver of the bargaining unit work, shall not establish a practice or precedent, and shall expire with the expiration of the current CBA.
9. This MOU shall not alter the terms of the CBA, except as expressly set forth herein. All other terms of the CBA shall remain in full force and effect.
10. The parties reserve all rights pursuant to the law and CBA and acknowledge the non-precedent setting nature of this MOU.

11. Any violation of this MOU shall be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ATTEST

Kelly L. Martz
Secretary

MANHEIM CENTRAL SCHOOL DISTRICT

By K Howell 11/17/21
School Board Secretary Date

A. J. Paul
Secretary

MANHEIM CENTRAL EDUCATION ASSOCIATION

M. H. R. 11/18/21
President Date