NEGOTIATIONS AGREEMENT

By and Between

MIFFLINBURG AREA EDUCATION ASSOCIATION

And

MIFFLINBURG AREA SCHOOL DISTRICT

2025-2026
2026-2027
2027-2028
2028-2029

Table of Contents

ARTICLE I – RECOGNITION 3
ARTICLE II - TERM OF AGREEMENT 3
ARTICLE III – NO STRIKE, NO LOCKOUT 3
ARTICLE IV – SICK LEAVE 3
ARTICLE V – FAMILY AND MEDICAL LEAVE 4
ARTICLE VI – PERSONAL LEAVE 8
ARTICLE VII – BEREAVEMENT LEAVE 8
ARTICLE VIII – EMERGENCY LEAVE 9
ARTICLE IX – IN-SERVICE LEAVE – PROFESSIONAL DEVELOPMENT 10
ARTICLE X – ASSOCIATION LEAVE 11
ARTICLE XI – IN-SERVICE LEAVE – EXTRA CURRICULAR ACTIVITIES 11
ARTICLE XII – COURT RELATED LEAVE 12
ARTICLE XIII – VACANCIES 12
ARTICLE XIV – TRANSFERS 12
ARTICLE XV – THE WORKDAY 13
ARTICLE XVI – DUES DEDUCTION 13
ARTICLE XVII – METHOD OF PAYMENT 14
ARTICLE XVIII – COMPENSATION 14
ARTICLE XIX – EXTENDED CONTRACTS 17
ARTICLE XX – ATHLETICS COMPENSATION 17
ARTICLE XXI – STIPEND POSITIONS 20
ARTICLE XXII - HOURLY RATES OF PAY 22
ARTICLE XXIII – PART-TIME EMPLOYEE 22
ARTICLE XXIV – LONG-TERM SUBSTITUTES 23
ARTICLE XXV – INSURANCE 24
ARTICLE XXVI – ORIENTATION OF NEW DISTRICT EMPLOYEES 26
ARTICLE XXVII – STUDENT ASSISTANCE PROGRAM (SAP) – 26
ARTICLE XXVIII – E-LEARNING 28
ARTICLE XXIX – CLEARANCES 29
ARTICLE XXX – MILEAGE REIMBURSEMENT 29
ARTICLE XXXI – TUITION REIMBURSEMENT 29
ARTICLE XXXII – RETIREMENT BENEFIT 30
ARTICLE XXXIII – DEATH OF AN EMPLOYEE 32
ARTICLE XXXIV – DISTRICT RIGHTS 32
ARTICLE XXXV – JUST CAUSE 33
ARTICLE XXXVI – CRITICISM 33
ARTICLE XXXVII – SEPARABILITY 33
ARTICLE XXXVIII – WAIVER PROVISION 33
ARTICLE XXXIX – GREIVANCE PROCEDURE 33
ARTICLE XXXX – PRINTING/DISTRIBUTION OF AGREEMENT 35
ARTICLE XXXXI – EFFECTIVE DATES/SIGNATURES 35

ARTICLE I – RECOGNITION

The Mifflinburg Area Education Association, PSEA/NEA, hereinafter called the bargaining agent, is hereby recognized by the Mifflinburg Area School District, hereinafter called the employer, as the exclusive bargaining agent for the Mifflinburg Area Education Association, PSEA/NEA, under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees, as certified according to case *PERA-R-780C* dated *02/05/1971*.

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

ARTICLE II - TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2025 and shall continue in full force and effect until June 30, 2029, or until such later date as the two parties may hereinafter agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which Amendment both parties shall signify their approval by affixing their signatures thereto.

ARTICLE III – NO STRIKE, NO LOCKOUT

Both parties agree to faithfully abide by the provision of Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the bargaining agent pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

ARTICLE IV – SICK LEAVE

Each professional employee shall be provided with ten (10) sick days at the beginning of each school year. All unused sick days will carry over into the next school year. Up to four sick days per year may be used to care for a member of the immediate family who is ill. The list of immediate family members will be the same as defined in Article VII - Bereavement Leave. Sick leave days may be used in full-day or half-day increments.

After retiring with at least fifteen (15) years of service in the Mifflinburg Area School District, the District shall deposit eighty (80) dollars per day with a maximum of 300 days for unused accumulated sick leave days into the employee's District-approved 403(b) plan within 60 days of the effective date of retirement. This provision requires the same one-semester notification as described under Article XXXII – Retirement Benefit.

ARTICLE V – FAMILY AND MEDICAL LEAVE

Eligible Employees

Only eligible employees are entitled to FMLA leave. An eligible employee is an employee who has satisfied each of the following conditions:

- S/He has been employed by the district for at least twelve (12) months, which need not have been consecutive, prior to the commencement of the leave.
- S/He has worked for the district for at least 1,250 hours over the twelve (12) month period immediately prior to the commencement of the leave.
- S/He works at a location where the employer has at least 50 employees within 75 miles

Reason for Leave

The district will grant FMLA leave only for one (1) of the following reasons:

- The birth of a child or placement of a child with the employee for adoption or foster care. Leave for this purpose must end within one (1) year after the birth or placement.
- The care for a child, spouse, or parent who has a serious health condition.
- A serious health condition that makes the employee unable to work
- Reasons related to a family member's service in the military, including:
    - Qualifying exigency leave - Leave for certain reasons related to a family member's foreign deployment, and
    - Military caregiver leave – leave when a family member is a current servicemember or recent veteran with a serious injury or illness.

Length of Leave

Eligible employees are entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period and up to 26 workweeks of military caregiver leave during a single 12-month period.

Spouses employed by the district are limited to:

1. A combined total of twelve (12) weeks of leave for the birth of a child or for placement with them of a child for adoption or for foster care.
2. A combined total of twelve (12) weeks of leave to care for a parent who has a serious health condition.

Benefits during Leave

FMLA leave is unpaid leave. However, whenever group health insurance is provided to an employee before the employee takes FMLA leave, the district will maintain the employee's health

coverage under any group health plan during the leave on the same terms as if the employee continued to work, as follows:

1. If an employee fails to return to work at the conclusion of his/her FMLA leave, the district will recover from the employee amounts it paid for health insurance for the employee during the leave. However, the district will not recover amounts paid for health insurance for an employee during FMLA leave if the employee fails to return to work because of a serious health condition of the employee, the employee's spouse, child or parent, or if the employee fails to return for other reasons beyond his/her control. If an employee fails to return to work because of a serious health condition, the district will require the employee to provide medical certification of the condition within thirty (30) days of the district's request for such certification.

2. Where FMLA leave is substituted paid leave, the employee's share of group health plan premiums will be paid by the method normally used during paid leave.

3. Where FMLA leave is unpaid, the employee's share of group health plan premiums will be paid to the district. Employee payments must be made when payments would be made under COBRA.

   In the event that an employee's payment is not made within thirty (30) days of the date on which it is due, the district will maintain health coverage by paying the employee's share and will recover amounts so paid from the employee.

Instructional Employees

For purposes of the FMLA, instructional employees are employees whose main job is to teach and instruct students in a class, a small group, or an individual setting. This includes classroom teachers as well as athletic coaches and special education assistants.

Teacher assistants or aides who do not have as their main job actual teaching or instructing are not instructional employees. Counselors and psychologists are not instructional employees under the FMLA.

Limitations on FMLA Leave

Intermittent leave or reduced leave schedule:

1. Intermittent leave or a reduced leave schedule may be taken for a serious health condition where this is medically necessary.

2. Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for placement of a child for adoption or foster care.

3. When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the district may require the employee to transfer temporarily to an available alternative position for which the employee is qualified, and which better accommodates recurring periods of leave than does the employee's regular position. Alternatively, the district may alter an existing job to better accommodate the

employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits, but not equivalent duties.

When FMLA leave is needed to care for a family member or for the employee's own illness, and is for planned medical treatment, the employee must try to schedule treatment so as not to disrupt the employer's operation unduly.

The following special limitations on FMLA leave will apply for instructional employees:

1. Leave Taken near the End of an Academic Term (or Half-Year):

   The district may require the instructional employee to continue his/her FMLA leave to the end of the term if:

   a. The leave begins more than five (5) weeks before the term's end will last at least three (3) weeks, and the employee would return to work during the three (3) weeks period before the end of the term.

   b. The leave is for a purpose other than the employee's serious health condition, begins during the five (5) week period before semester's end, will last more than two (2) weeks, and the employee would return during the two (2) week period before the end of the term.

   c. The leave is for a purpose other than the employee's serious health condition, begins during the three (3) weeks period before the end of a term, and will last more than five (5) days.

   If the employee is required to take leave until the end of an academic term, only the period of leave until the employee is ready and able to return to work shall be charged against the employee's FMLA leave entitlement. However, if the annual FMLA leave entitlement of an employee who is required to take leave until the end of an academic term ends before the leave is completed; the district will still maintain health benefits, reinstate the employee and provide other FMLA entitlements when the leave ends.

2. Use of Intermittent Leave or Reduced Leave Schedule.

   If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule based on foreseeable planned medical treatment, and if the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period of the leave, then the employer may require the employee to choose either;

   a. to take leave for a period or periods not greater than the duration of the planned treatment.

   b. to transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

Application for FMLA Leave

When an employee requests FMLA, employees must give thirty (30) days notice of their need for FMLA leave where the need for the leave is foreseeable, or such notice as is practicable under the circumstances.

All requests for leave, both FMLA leave and non-FMLA leave shall be made in writing on a district form. The form shall request sufficient information to determine whether the leave qualifies as FMLA leave. The employee is required to provide enough information for the employer to know that the leave may be covered by the FMLA. For foreseeable leave, the employee must also indicate when and how much leave is needed.

Employees must provide periodic reports during FMLA leave regarding the employee's status and intent to return to work.

Once approved for a particular FMLA leave reason, if additional leave is needed for that same reason, the employee may be required to reference that reason or the FMLA. In all cases, the employer may ask additional questions to determine if the leave is FMLA-qualifying.

Substitution of Paid Leave for FMLA Leave

When an employee requests FMLA and is approved for said leave, employees will be required to substitute accrued paid leave for FMLA leave where the employee's own serious health condition is involved. If any of an employee's leave is eligible for FMLA and will be unpaid, the entirety of the leave will be designated as FMLA. Once available paid leave time has been exhausted, FMLA leave will be unpaid.

The district will designate an employee's use of paid leave as FMLA leave based on information from the employee, and it may so designate such to restrict an employee's use of FMLA to a total of 12 weeks. FMLA leave will be taken concurrently with available paid leave provided under this Agreement.

Should an employee take a sabbatical leave for purposes of restoration of health, if eligible, FMLA will run concurrently with the sabbatical leave.

Certification of Serious Health Condition and Certification of Fitness for Work

Employees must provide medical certification supporting the need for leave due to a serious health condition of the employee or an immediate family member on a form to be provided by the district. Employers may not request certification to bond with a newborn child or a child placed for adoption or foster care.

At the request and expense of the district, employees must provide second and, where the first and second opinions differ, third medical opinions regarding the need for leave due to a serious health condition. The district will deny leave until the required certification is supplied.

Employees must provide recertification of medical conditions every thirty (30) days, or more frequently at the discretion of the district, as allowed by the FMLA.

An employee who takes FMLA leave because of the employee's own serious health condition must provide certification that s/he is able to resume work provided the employee has been absent from work as a result or combination of a serious health condition for thirty (30) days or more.

The district will deny reinstatement until the requested certification is provided.

Maintenance of Records

The district will comply with the recordkeeping requirements of the FMLA.

Nothing contained in this provision shall be construed to limit the rights of the employee or the District under the FMLA or its implementing regulations.

ARTICLE VI – PERSONAL LEAVE

Three personal days are provided each year for all full-time employees in the Mifflinburg Area School District, to be used at the discretion of the employee. Personal days can be accumulated to a maximum of five days. Fewer days will be allocated if the result will be in excess of the maximum number of allowable days. A maximum of five days may be used in any one school year. Granting of leave is subject to the following: (a) requires approval three (3) days in advance by building level principal; and (b) planned absences for the day cannot exceed 12% per building, rounded to the nearest whole number. This limitation does not include absences that are initiated by the administration. Personal leave days may be used in full-day or half-day increments.

For employees who have used two (2) or less sick days, personal days not used during the school year may be paid to the employee at the current day-to-day substitute teacher rate. This compensation for unused days must be requested in writing by the last day of school. The Business Office shall add the payment to the employee's pay in June. This payment shall not be counted towards earned annual salary for the purpose of reporting to the Pennsylvania School Employees' Retirement System (PSERS).

No consideration for compensation will be allowed after July 1 of each year.

ARTICLE VII – BEREAVEMENT LEAVE

Employees shall be granted a maximum of five (5) working days per occurrence within a two-week calendar day period (14 days), without loss of pay, in the event of a death in the "immediate family" of such employees as hereby defined: father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, step-child, husband, wife, parent-in-law, grandchild, near relative who resides in the same household, or any person with whom the employee has made their home. The funeral of the deceased must occur within the two-week calendar day period (14 days). Consideration for extending the two-week period will be given for delayed funeral/memorial services. Employees may reserve one bereavement day to be used for the delayed memorial/funeral and must be used within the same school year that the death occurred.

Employees shall be granted a day's leave of absence without loss of pay in the event of a death of a near relative. Near relatives for this Article will refer to a first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

One time per school year, employees shall be granted a day's leave of absence without loss of pay in the event of a death of a friend. If the employee desires a bereavement day for an additional friend within the same school year, the employee may request in writing/email an additional bereavement day to the building principal and superintendent; if granted, a sick day or personal day, as determined by the employee, will be deducted from the employee for the use of the additional bereavement day for another friend. If the employee does not have any sick days or personal days available, the day could be taken without pay.

The Board of School Directors, at its discretion, may extend the period of approved bereavement leave upon written request of the employee. Such extension, if granted, may be deducted from the employee's accumulated available sick leave days in extenuating circumstances on a case-by-case basis.

ARTICLE VIII – EMERGENCY LEAVE

If it is necessary for a full-time employee to be absent from duty for one or more of the following reasons, no deduction in salary will be made. The specific reasons are:

1. Disaster or damage to an employee's place of residence that requires immediate action.

2. Unexpected loss of normal and pre-established childcare within 12 hours of having to report to work (for child younger than school age).

3. Unexpected failure of function or accident involving an employee's vehicle that prevents an employee's commute.

Administration will approve emergency days for the reasons listed above; however, other reasons may be submitted to administration by the employee, but approval is at the discretion of the Superintendent.

The employee must notify the building principal as soon as possible that they are not reporting to work (but must be prior to reporting time if possible). The employee must submit, in writing/email, a reason for the emergency day to the Building Principal no later than the first day of returning to work. The Superintendent, in collaboration with the Principal, will determine approval within three working days of receiving the request from the employee. Employees shall be granted one (1) emergency day per school year. This day shall not be deducted from sick leave days.

The Board may, at its discretion, extend emergency leave upon written request of the employee. Such extension, if granted, may be charged to the employee's accumulated sick leave days, and will only be considered if all accrued personal leave has been exhausted. The 3-day advanced approval (as outlined in Article VI - Personal Leave) will be waived in this situation.

ARTICLE IX – IN-SERVICE LEAVE – PROFESSIONAL DEVELOPMENT

Professional in-service leave may be granted by the administration to full-time professional employees during the regular school year without loss of pay, or during vacation periods, to participate in a conference, workshop or convention in their field of instruction. The Superintendent shall see that all departments and respective schools have equal opportunities to avail themselves of this provision. The following principles govern the granting of professional leave:

a) Participants should be active members of organizations sponsoring the convention, workshop or conference, unless invited as a guest.

b) The location of the convention, workshop or conference and the degree to which such meetings interfere with the performance of regular duties shall be considered in granting requests.

c) Professional in-service leave expense reimbursement shall be limited to food, housing, travel and registration fees, if not required for membership. In all cases reimbursement shall not exceed actual expenses and, whenever possible, supporting vouchers or receipts shall be submitted. Itemized meal receipts (not credit card receipts) must be submitted. Lodging, meals, and incidentals will be reimbursed for district employees only at rates not to exceed those determined by the IRS as published annually for the region hosting the conference/event. When meals are included with the registration or as part of the conference/workshop, there will be no additional reimbursement for those meals. Additional lodging expenses may be approved when a conference and available lodging occur in the same facility. Travel will be reimbursed at the IRS mileage rate. Actual expenses will be reimbursed when prior approval is given due to unusual circumstances. Shared rooms and travel, where possible, is encouraged.

d) Expenses will be paid where a full-time professional employee is chaperoning students but will not be paid for a PSEA/NEA-sponsored conference or when another group pays expenses.

e) Participants will, on request, be required to submit a reasonable written or oral report as determined by the employee's immediate supervisor and/or the administrative staff.

f) Requests for professional in-service leave should be submitted to the Superintendent through the respective principals at least four (4) weeks in advance. If the request for professional in-service leave is made less than four (4) weeks in advance, the employee shall notify the Superintendent in writing in an effort to secure approval. All requests should be submitted for approval and should include an estimate of expenses. Failure to submit the written request in time may jeopardize permission for leave and/or expenses.

ARTICLE X – ASSOCIATION LEAVE

Association leave shall be granted to voting delegates to the Pennsylvania State Education Association Convention; provided however, that the ASSOCIATION agrees to reimburse the SCHOOL DISTRICT an amount equal to the prevailing rate of pay for substitutes for teachers granted such leave under this section.

This leave shall be limited to a maximum of four (4) events a year and a maximum of eight (8) voting delegates distributed among the four events, that is, an average of two (2) voting delegates per convention.

Request for ASSOCIATION leaves should be submitted to the Superintendent through the respective principals at least four (4) weeks in advance. All requests should be submitted for approval. Failure to submit the written request in time may jeopardize permission for leave.

ARTICLE XI – IN-SERVICE LEAVE – EXTRA CURRICULAR ACTIVITIES

Extracurricular Activity in-service leave may be granted by the administration to extracurricular activity employees during the regular school year without loss of pay, or during vacation periods, to participate in a conference, workshop or convention in their activity. The Superintendent shall see that all extracurricular activities have equal opportunities to avail themselves to this provision. The following principles govern the granting of extracurricular activities leave:

a) Participants should be active members of organizations sponsoring the convention, workshop or conference, unless invited as a guest.

    1. Maximum in-service leaves per Article XI shall be one (1) per contract year, per sport or activity.

    2. Limit of three (3) persons per sport or activity.

b) The location of the convention, workshop or conference and the degree to which such meetings interfere with the performance of regular duties shall be considered in granting requests.

c) Extra Curricular activity in-service leave expense shall be limited to food, housing, travel and registration fees, if not required for membership. In all cases, reimbursement shall not exceed actual expenses and whenever possible, supporting vouchers or receipts shall be submitted. Limitation of expenses: (1) travel, (2) $110 maximum per diem (room and board), and (3) registration fees. Actual expenses will be reimbursed, when prior approval is given, due to unusual circumstances. Shared rooms and travel, where possible, is encouraged.

    1. Maximum out-of-state reimbursement will be $150.00 per staff member.

d) Participants will, on request, be required to submit a reasonable written or oral report as determined by the employee's immediate supervisor and/or the administrative staff.

e) Request for extra-curricular activity in-service leave should be submitted to the Superintendent through the Athletic Director or the respective principals at least four (4) weeks in advance. If the request for professional in-service leave is made less than four (4) weeks in advance, the employee shall notify the Superintendent in writing in an effort to secure approval. All requests should be submitted for approval and should include an estimate of expenses. Failure to submit the written request in time may jeopardize permission for leave and/or expenses.

ARTICLE XII – COURT RELATED LEAVE

If it is necessary for an employee of the bargaining unit to be absent from duty because of assignments to jury duty or being required to appear in cases of adjudication when under subpoena to testify, no deduction in salary will be made. In cases of jury duty, the employee shall pay the school district all jury pay received unless jury pay is equal to or greater than the employee's daily rate. In such cases, the employee would not be paid by the employer for court related leave.

When the full-time employee's presence is not required in the courthouse, the employee shall report to his/her normal assignment in the school district.

ARTICLE XIII – VACANCIES

A vacancy occurs when there is a new position or an opening in an existing position due to transfer, resignation, retirement or death and the Board is desirous of filling the position.

Professional vacancies will be posted on the District website and all bargaining unit members will be notified of each vacancy by District email.

ARTICLE XIV – TRANSFERS

Voluntary internal transfers occur when an employee is interested in transferring from one position in the District to another position for which they are properly certified. Internal candidates will be automatically moved on to the second-round interview process.

Involuntary transfers are initiated by administration to fill vacancies for which a current employee is properly certificated. Such transfers shall be for a legitimate reason and should occur in order of inverse seniority whenever possible. Seniority for purposes of this Article only shall be defined as seniority within either the grades K-5 District buildings or grades 6-12 District buildings using then current teaching assignments. There shall be a conference between the employee and the Administration prior to any reassignment and the employee is entitled to have an Association representative present at such meeting. Notification of transfer and the reason for transfer shall be made to the professional employee being transferred as early as possible prior to the effective date of such transfer. The Superintendent shall confer with the affected professional

employees prior to the implementation of the transfer. The Superintendent shall have final disposition of the case subject to review by the School Board. Clarifying examples concerning involuntary transfers and seniority:

1. There is an opening for a third-grade teaching position necessitating an involuntary transfer. The person with the least seniority K-5 with proper certification would be involuntarily transferred.

2. There is an opening for a third-grade teaching position necessitating an involuntary transfer. There is someone currently teaching 7th grade with the proper 3rd grade certification and has lower seniority than anyone K-5. This person will not be involuntarily transferred.

If an internal voluntary candidate is not chosen for a position, and an involuntary transfer occurs instead for that position or if the position is filled externally, there will be a meeting between the candidate that volunteered for the position and the administration to explain why the transfer was not awarded. In such a case, this candidate will not be subject to the sixty-calendar day hold should he/she find employment outside of the District; except under the following condition: if there are sixty or fewer days left until the last student day of the school year, then the employee may be held for up to sixty days. The sixty-day hold may be reinstated sixty calendar days after the meeting with administration takes place.

ARTICLE XV – THE WORKDAY

The teacher's workday will consist of 7.5 hours per day. A faculty/department meeting may be held once per month up to a maximum of nine per year, outside of, but contiguous to, the 7.5 hour workday. The meetings can be up to an hour in length. These meetings are scheduled at the discretion of the administration and will be held on an as-needed basis. A schedule for these faculty/department meetings will be provided by September 1 each year. It is understood that a faculty/department meeting date may be changed for extenuating circumstances. If the meeting is to be rescheduled, there will be at least one week's notice for the new date. Building administrators shall attempt to provide an agenda at least one day prior to the meeting.

An employee who misses a faculty/department meeting as described above may be required to make up the meeting with an administrator within two weeks of said meeting. Said meeting may occur during the workday or outside the workday without additional compensation. The meeting with the administrator will not last longer than the missed meeting.

ARTICLE XVI – DUES DEDUCTION

The Board agrees to deduct dues from the salary of members of the Mifflinburg Area Education Association, the Pennsylvania State Education Association and the National Education Association as follows:

a) Deductions shall be made in equal installments from ten (10) pays beginning with the first day in October. (No changes may be made after deductions have been computerized.)

b) Monies so collected shall be paid to the Mifflinburg Area Education Association. The SCHOOL DISTRICT shall remit all sums collected to the ASSOCIATION only and shall not be required to make any remittance to any organization with which the ASSOCIATION is affiliated. The SCHOOL DISTRICT assumes no liability in connection with such deductions or remittances and the ASSOCIATION shall indemnify and hold harmless the SCHOOL DISTRICT against any and all claims, suits or other forms of liability which may arise out of or by reason of the deduction of ASSOCIATION dues.

The Mifflinburg Area Education Association shall provide the board with a list of those employees who have thereon and by personal signature authorized the board to deduct dues for the Associations listed in part "a" above, no later than September 20th of each school year.

ARTICLE XVII – METHOD OF PAYMENT

Each employee covered by the provision of this Agreement shall receive his/her annual salary in equal bi-weekly payments. Pay will be deposited directly into their checking or savings accounts.

ARTICLE XVIII – COMPENSATION

An employee shall be placed on their salary step on the first day of each school term and no change in salary step shall be made during the school term. The district shall determine the salary step for an employee who did not actually work as a professional or temporary professional employee for the district for more than 90 days in the immediately preceding school term.

Step movement will be provided for each year of this agreement. Column movement may occur in any year as described below.

Employees in the Bachelor's column of the salary schedule shall, upon completion of Level II Certification, move from the Bachelor's column on the salary schedule to the B-Level II column.

Upon completion of a Master's degree or equivalent state certificate, the employee will move from the Bachelor level on the salary step to the master level.

The M+15 column provides additional compensation for bargaining unit members who have accumulated at least 15 graduate credits in the employee's field or the field of education taken after the attainment and/or earning of the Masters or Master's Equivalency degree.

The M+30 column provides additional compensation for bargaining unit members who have accumulated at least 30 graduate credits in the employee's field or the field of education taken after the attainment and/or earning of the Masters or Master's Equivalency degree.

Column movement will occur either at the start of the school year or at the beginning of the second semester. For degrees/credits awarded and evidenced during the first semester of the school year, salary increases will begin at the start of the second semester. For degrees/credits awarded and evidenced during the second semester of the school year or over the summer, salary

increases will commence with the first pay of the new school year. For degrees/credits awarded in late summer, the full salary for column movement will be awarded as long as the transcript is received by the business office by September 30.

SALARY SCHEDULES

Scale 2025-2026					
Step	**B**	**B-Level II**	**M**	**M+15**	**M+30**
1	56,100	56,700	59,100	59,800	60,500
2	57,125	57,725	60,125	60,825	61,525
3	58,150	58,750	61,150	61,850	62,550
4	59,175	59,775	62,175	62,875	63,575
5	60,200	60,800	63,200	63,900	64,600
6	61,225	61,825	64,225	64,925	65,625
7		62,850	65,250	65,950	66,650
8		63,875	66,275	66,975	67,675
9		64,900	67,300	68,000	68,700
10		65,925	68,325	69,025	69,725
11		66,950	69,350	70,050	70,750
12		67,975	70,375	71,075	71,775
13		69,000	71,400	72,100	72,800
14		70,025	72,425	73,125	73,825
15		71,050	73,450	74,150	74,850

Scale 2026-2027					
Step	**B**	**B-Level II**	**M**	**M+15**	**M+30**
1	57,200	57,900	60,300	61,400	62,500
2	58,225	58,925	61,325	62,425	63,525
3	59,250	59,950	62,350	63,450	64,550
4	60,275	60,975	63,375	64,475	65,575
5	61,300	62,000	64,400	65,500	66,600
6	62,325	63,025	65,425	66,525	67,625
7		64,050	66,450	67,550	68,650
8		65,075	67,475	68,575	69,675
9		66,100	68,500	69,600	70,700
10		67,125	69,525	70,625	71,725
11		68,150	70,550	71,650	72,750
12		69,175	71,575	72,675	73,775
13		70,200	72,600	73,700	74,800
14		71,225	73,625	74,725	75,825
15		72,250	74,650	75,750	76,850

Scale 2027-2028					
Step	**B**	**B-Level II**	**M**	**M+15**	**M+30**
1	58,300	59,300	61,600	62,900	64,200
2	59,325	60,325	62,625	63,925	65,225
3	60,350	61,350	63,650	64,950	66,250
4	61,375	62,375	64,675	65,975	67,275
5	62,400	63,400	65,700	67,000	68,300
6	63,425	64,425	66,725	68,025	69,325
7		65,450	67,750	69,050	70,350
8		66,475	68,775	70,075	71,375
9		67,500	69,800	71,100	72,400
10		68,525	70,825	72,125	73,425
11		69,550	71,850	73,150	74,450
12		70,575	72,875	74,175	75,475
13		71,600	73,900	75,200	76,500
14		72,625	74,925	76,225	77,525
15		73,650	75,950	77,250	78,550

Scale 2028-2029					
Step	**B**	**B-Level II**	**M**	**M+15**	**M+30**
1	59,500	60,900	63,100	64,700	66,300
2	60,525	61,925	64,125	65,725	67,325
3	61,550	62,950	65,150	66,750	68,350
4	62,575	63,975	66,175	67,775	69,375
5	63,600	65,000	67,200	68,800	70,400
6	64,625	66,025	68,225	69,825	71,425
7		67,050	69,250	70,850	72,450
8		68,075	70,275	71,875	73,475
9		69,100	71,300	72,900	74,500
10		70,125	72,325	73,925	75,525
11		71,150	73,350	74,950	76,550
12		72,175	74,375	75,975	77,575
13		73,200	75,400	77,000	78,600
14		74,225	76,425	78,025	79,625
15		75,250	77,450	79,050	80,650

Any member of the bargaining unit who has completed at least ten (10) years of District service shall receive a service-based salary incentive. Such payment shall be in addition to any salary increase in the salary schedule and shall be paid in biweekly payments. Years of District service shall be calculated annually based on years of District service as of September 1. Service-based salary incentive payments will begin with the first pay of each school year.

Service-based salary incentives:

Years of Service	Year 1	Year 2	Year 3	Year 4
10-14	$1,000	$1,000	$1,000	$1,000
15-19	$2,000	$2,000	$2,000	$2,000
20-24	$3,000	$3,000	$3,000	$3,000
25+	$4,000	$4,000	$4,000	$4,000

The above salary provision is based on a work year of one hundred eighty-six (186) days. The administration will be responsible for the agenda for five (5) of the 186 days. At least one day will be provided for classroom preparation time prior to the start of the school year. This classroom preparation time is to be used by the teacher between July 1 and the first day of school at the discretion of the teacher. Past practices on these days are not applicable.

ARTICLE XIX – EXTENDED CONTRACTS

Extended contract employees have traditionally started their new salary on July 1st, while the rest of the bargaining unit members have begun their new salary with the first pay period once school is in session. Their additional days were included in their annual salary, which was distributed over 26 pay periods. Starting July 1, 2026, extended contract employees will align with the pay schedule of the rest of the bargaining unit, beginning with the first pay period once school is in session. The District must maintain an accurate record of the hours worked. To ensure this, extended contract employees will manually log their hours for their additional days into the District's electronic payroll system on a bi-weekly basis. Full-time professional employees with contracts extending beyond the school year will be compensated at their current per-diem rate for the additional hours worked during the approved school year. This new procedure will commence in the 2026-2027 school year. Prior to implementation, the District and Association will jointly meet with the affected employees to discuss pay options during this transition. Options could include but not be limited to: no regular salary payment during July and August, increasing the normal 26 pay periods so that biweekly pay can be maintained during the transition, or other options agreed upon by the individual employees.

For each additional twenty (20) workdays, employees will be granted one (1) additional sick leave day.

Wage increases shall be retroactive from July 1, 2025 for the 2025-2026 school year.

ARTICLE XX –ATHLETICS COMPENSATION

Athletics shall be compensated according to the following pay scales. All salaries paid in this provision shall be adjusted each July 1 of each year of the contract.

All practices, activities and events will be supervised by a coach. These positions do not have protection under tenure and each appointment is to be renewed or terminated each year. It is further understood that these positions are not hereby established, authorized or continued and that the wages and salaries stated are applicable only if, when and so long as the employer authorizes the positions and has members of the bargaining unit assigned to them. In the event a season does not occur, associated salaries will not be paid.

When there are any vacancies in extra-curricular athletic activities, the athletic salary schedule will be used to determine a salary.

In case a coach has experience (excluding non-school experience) at different levels in the same sport (in or out of the district), they will receive credit for one year of varsity for every two years of junior varsity and/or three years of junior high coaching.

Salaries may be modified upon written agreement with the Superintendent if responsibilities are divided. The district may increase the compensation for extended seasons upon recommendation of the administration and approval of the school board. Extended season compensation will be awarded for the following levels: Districts, Regionals, and States.

Compensation: Varsity Head Coach: $300.00 Districts & Regionals; $350 States
Varsity Approved Paid Assistants: $150.00 Districts & Regionals; $175 States

If State competition goes beyond 7 days (1 week), each additional week of competition during State tournaments Varsity Head Coaches will receive $175, Assistant Coaches will receive $88.

In each week of competition of postseason in which Marching Band and Cheerleaders are asked to participate, the Marching Band Director and Head Cheerleading Coach will receive $150, Assistant Directors and Assistant Coach will receive $75.

The district reserves the right not to fill all coaching vacancies if numbers do not warrant running the sport or having Assistant Coaches.

Athletic Pay Schedule

Position	Minimum Salary
FALL SPORTS	
Basketball - Girls Head Jr. High Coach	$2,500
Basketball - Girls Assistant Jr. High Coach	$2,100
Cheerleading - Head Coach (Fall)	$1,900
Cheerleading - Assistant Coach (Fall)	$1,200
Cross County - Head Varsity Coach	$3,800
Cross County - Assistant Varsity Coach	$3,100
Field Hockey - Head Varsity Coach	$4,600
Field Hockey - Assistant Coach	$3,400
Football - Head Varsity Coach	$5,400
Football - Assistant Varsity Coach (up to 4)	$3,800
Football - Head Jr. High Coach	$2,500
Football - Assistant Jr. High Coach (up to 2)	$2,100
Golf - Head Coach	$3,100
Soccer - Boys Head Varsity Coach	$4,600
Soccer - Boys Assistant Varsity Coach	$3,400
Soccer - Girls Head Varsity Coach	$4,600
Soccer - Girls Assistant Varsity Coach	$3,400
Softball - Head Jr. High Coach	$2,500
Tennis - Girls Varsity Coach	$3,100
WINTER SPORTS	
Basketball - Boys Head Varsity Coach	$5,400
Basketball - Boys Assistant Varsity Coach	$3,800
Basketball - Boys Head Jr. High Coach	$2,500
Basketball - Boys Assistant Jr. High Coach (up to 2)	$2,100
Basketball - Girls Head Varsity Coach	$5,400
Basketball - Girls Assistant Varsity Coach	$3,800
Bowling - Head Coach	$3,100
Bowling - Assistant Coach	$2,100
Cheerleading - Head Coach (Winter)	$1,900
Cheerleading - Assistant Coach (Winter)	$1,200
Swimming - Head Coach	$5,400
Unified Bocce - Head Coach	$2,100
Wrestling - Boys Head Varsity Coach	$5,400
Wrestling - Boys Assistant Varsity Coach	$3,800
Wrestling - Boys Head Jr. High Coach	$2,100
Wrestling - Boys Assistant Jr. High Coach	$2,100
Wrestling - Girls Head Varsity Coach	$5,400
Wrestling - Grils Assistant Varsity Coach	$3,800
Wrestling - Girls Head Jr. High Coach	$2,500
Wrestling - Girls Assistant Jr. High Coach	$2,100
SPRING SPORTS	
Baseball - Head Varsity Coach	$4,600
Baseball - Assistant Varsity Coach	$3,400
Field Hockey - Head Jr. High Coach	$2,500
Field Hockey - Assistant Jr. High Coach	$2,100
Lacrosse - Boys Head Coach	$4,600
Lacrosse - Girls Head Coach	$4,600
Soccer - Boys Head Jr. High Coach	$2,500
Soccer - Girls Head Jr. High Coach	$2,500
Softball - Head Varsity Coach	$4,600
Softball - Assistant Varsity Coach	$3,400
Tennis - Boys Varisty Coach	$3,100
Track - Boys Head Varsity Coach	$4,600
Track - Boys Assistant Varsity Coach (up to 2)	$3,400
Track - Girls Head Varsity Coach	$4,600
Track - Girls Assistant Varsity Coach (up to 2)	$3,400

NOTES

1 When there are vacancies, the minimum salary will be used to determine the starting salary. Up to 20% could be added to the minimum starting salary depending on the extensiveness of expertise. The employer may pay more than the minimum salary to any individual without increasing the minimum for the position when a successor is hired for the position.

2 Coaches who continue in their positions will receive increases in their established salary according to the following increment: 3% per year for each year of this agreement.

ARTICLE XXI – STIPEND POSITIONS

Specific Curricular Bargaining Unit Stipend Positions

Extra compensatory duties shall be compensated according to the following pay scales provided that the Mifflinburg Area School District authorizes such positions and duties and the respective activities are offered and conducted. Board approved specific curricular bargaining unit stipend positions will receive written notification prior to the start of the activity. The Superintendent reserves the right, upon board approval, to increase individual activity personnel's salaries.

The following positions must be filled by members of the bargaining unit and will be paid at the listed rate for each year of this contract. These stipends are tied to specific professional positions:

HS Yearbook Advisor = Professional Employee teaching the Yearbook Class at the High School

Spring Musical Director = High School Choral Director

Marching Band = High School Instrumental Band Teacher and Director

Position	Stipend
HS Yearbook Advisorr[1, 3]	$3,900
Spring Musical Director[1, 3]	$2,800
Marching Band Director[1, 3]	$4,300
School Psychologist[2]	$7,500

NOTES

1 Distribution of allocations for the Fall Play, Spring Musical and Marching Band Assistants are to be determined in advance by the respective director. The amount shown is the total allocation for assistants. Directors may, at their discretion, reduce amounts from the anticipated "Director" salaries to provide equivalent additional funds to the total assistant allocations as requested in writing per event. The resulting shift of amounts will not alter the total sum apportioned for the event. In no case will the amount allocated for assistants be reduced in an effort to increase Directors' salaries.

2 A School Psychologist who is properly certified in the state of Pennsylvania and employed full-time by the school district will receive an annual stipend of seven thousand five hundred dollars ($7,500) on top of their designated step as indicated in the Collective Bargaining Agreement (CBA). The stipend will be received in equal bi-weekly payments. This stipend will be pro-rated for partial years of service. A member of the bargaining unit may serve as an intern while they are in the process of getting certified but will not receive the stipend (only their step salary in accordance with the Salary Schedules) until their certification is complete and provided to the district. If this occurs mid-year, the stipend will be pro-rated from the date the certification is received by the district

3 HS Yearbook Advisor, Spring Musical Director and Marching Band Director who continue in their positions will receive increases in their established salary according to the following increment: 3% per year for each year of this agreement.

All positions, titles and responsibilities under this section (Specific Curricular Bargaining Unit Stipends) of this Article are part of the positions, titles, and responsibilities of regular employment. An employee cannot resign from these duties without resigning from the teaching position they are holding.

General Bargaining Unit Stipend Positions

Extra compensatory duties shall be compensated according to the following pay scales provided that the Mifflinburg Area School District authorizes such positions and duties and the respective activities are offered and conducted. Board approved extra-curricular personnel will receive written notification prior to the start of the activity. The Superintendent reserves the right, upon board approval, to increase individual activity personnel's salaries. All positions, titles, and responsibilities under the General Stipend Positions are separate from the positions, titles, and

responsibilities of regular employment. All persons receiving compensation under General Stipend Positions may resign from the position at any time.

The following positions must be filled by members of the bargaining unit and will be paid at the listed rate for each year of this contract:

Position	Stipend
Department Lead Teachers K-5 (5) [1]	$1,500
Department Lead Teachers 6-12 (7) [2]	$1,500
Department Lead Special Education 6-12(1)	$1,500
Department Lead Special Education K-5 (1)	$1,500
HS Student Council Advisors (2)	$1,000
MS Yearbook Advisor	$1,000
Transitional Mentors[3]	$250
New Teacher Mentors[3]	$500
Freshman Class Advisors (2)	$700
Sophomore Class Advisors (2)	$700
Junior Class Advisors (2)	$1,500
Senior Class Advisors (2)	$2,000

NOTES

1 Department Lead Teachers K-5 positions are as follows: Math, Science, Social Studies, English Language Arts and Extended Academics.

2 Department Lead Teachers 6-12 positions are as follows: Math, Science, Social Studies, English Language Arts, Fine Arts, Health & Physical Education and Technology Related Programs.

3 New Teacher Mentors will be identified as mentors assigned to our New Teacher Induction Program. All other mentors will be identified as Transitional Teacher Mentors. A Transitional Teacher Mentor will be required to: meet with the transitional teacher at least once a month for the first semester of service; document the date and topics of the meetings with the mentee, and turn this documentation into the Director of Curriculum and Instruction at the conclusion of their mentorship.

Other Stipend Positions

Extra compensatory duties shall be compensated according to the following pay scales provided that the Mifflinburg Area School District authorizes such positions and duties and the respective activities are offered and conducted. Board approved extra-curricular personnel will receive written notification prior to the start of the activity. The Superintendent reserves the right, upon board approval, to increase individual activity personnel's salaries. All positions, titles, and responsibilities under the Other Stipend Positions are separate from the positions, titles, and responsibilities of regular employment. All persons receiving compensation under Other Stipend Positions may resign from the position at any time.

The following positions are not required to filled by members of the bargaining unit; however, these positions will be offered to bargaining unit members first as they become available. These positions will be paid at the listed rate for each year of this contract.

For the remaining positions listed below, when there are vacancies, the minimum salary column will be used to determine the starting salary. The employer may pay more than the minimum salary to any individual without increasing the minimum for the position when a successor is hired for the position.

Position	Minimum Salary
HS Weight Room Director	$1,500
Director of Intramurals[2]	$1,500
Fall Play Director[1]	$1,900
Fall Pay Assistants[1]	$8,500
Spring Musical Assistants[1]	$11,000
Marching Band Assistants[1]	$8,500

NOTES

1. Distribution of allocations for the Fall Play, Spring Musical and Marching Band Assistants are to be determined in advance by the respective directors. The amount shown is the total allocation for assistants. Directors may, at their discretion, reduce amounts from the anticipated "Director" salaries to provide equivalent additional funds to the total assistant allocations as requested in writing per event. The resulting shift of amounts will not alter the total sum apportioned for the event. In no case will the amount allocated for assistants be reduced in an effort to increase Directors' salaries.

2. Intramural staff will be compensated at the contractual rate with students as defined in Article XXII – Hourly Rates of Pay of this agreement.

Game Manager Pay Scale					
Fall Season		**Winter Season**		**Spring Season**	
Football		**Basketball**		**Baseball/Softball**	
Varsity (Home)	$ 70	JV/Varsity	$ 65	Varsity	$ 65
Varsity (Away)	$ 55	Varsity	$ 50	JV	$ 50
JH	$ 55	**Westling**		**Track & Field**	
JV	$ 55	JH/Varsity (G&B)	$ 80	Boys/Girls Track Meet	$ 80
JH/JV	$ 100	JH/Varsity	$ 65	Senior Night (Away)	$ 55
Field Hockey, Soccer		Varsity	$ 50		
JV/Varsity	$ 65	**JH Basketball**		**JH Field Hockey/Soccer**	
Varsity	$ 50	1 Game	$ 40	1 Game	$ 45
Cross County	$ 50	2 Games	$ 60		
JH Softball		3 Games	$ 70	2 Games	$ 50
1 Game	$ 45	**Swimming**		**Lacrosse**	$ 50
2 Games	$ 50	Varsity Meet (Away)	$ 70	**All Seasons - Tournament**	$ 120

ARTICLE XXII - HOURLY RATES OF PAY

Professional employees who are contracted to work more than the contracted school day shall be paid at the rate of $35.00 per hour when working with students; i.e., homebound instruction, approved tutorial instruction, adult education; and $30.00 when not working with students; i.e., in-service, meetings, curriculum. Hourly pay will only be awarded for administratively approved activities.

Employees who lose their preparation period when a substitute teacher cannot be obtained shall be compensated at the hourly working with-students rate. Any teacher receiving additional students from split classroom(s) due to a lack of substitutes will receive one hour of pay at the with-student rate.

Hourly wage increases shall be retroactive from July 1, 2025, for the 2025-2026 school year.

ARTICLE XXIII – PART-TIME EMPLOYEE

A "part-time employee" is defined as a professional employee employed for less than 520 hours per semester. On average, this amounts to less than 34 hours in a six (6) day cycle. For the purposes of determining eligibility for fringe benefits, employees shall be considered in full service

if employed one-half (1/2) day or more. A "full-service part-time employee" is defined as teaching at least 22.5 hours but less than 34 hours in a six (6) day cycle. The calculation of these hours will be based on actual assigned teaching time or principal's assignments and will not include an uninterrupted thirty (30) minute lunch period nor would it include preparation time

As defined in this article, full-service part-time employees shall be entitled to health and dental insurance.

Compensation for full-service part-time employees will be established as a prorated value on the salary scale, based on the hours scheduled and calculated in consistency with paragraph 2 of this article.

Full-service part-time employees shall be entitled to prorated allocations of benefit accrual days (i.e. sick days and personal days), based on their assignment.

Full-service part-time employees shall be required to attend in-service activities and faculty meetings. Additional hourly pay may be authorized for in-service activities that extend the employee's work time beyond the hours included in salary. Monthly one-hour faculty meeting attendance is expected in full when scheduled, and when these meetings are not contiguous with the employee's assigned work time, the employee will be compensated to remain in service during the interim time period, and may be expected to perform duties and assignments as deemed appropriate by the supervisor. On such days the employee will be granted a thirty (30) minute duty free lunch.

ARTICLE XXIV – LONG-TERM SUBSTITUTES

A long-term substitute employee (LTS) is a professionally certified employee who is hired by the district to perform professional duties for a period consisting of ninety-one (91) or more consecutive work days instead of a temporary professional or professional employee absent from his/her assignment. Day-to-day substitute employees are employees who perform professional duties for ninety (90) or less consecutive workdays instead of a temporary professional or professional employee absent from his/her duties as a result of sick leave usage or a district-approved leave of absence. The district and the association agree that day-to-day substitute employees are not members of the bargaining unit.

Full-time LTS shall be entitled to a salary placement on the first step, Bachelors (B1) or Masters (M1) depending on credentials of the salary schedule commencing on the ninety-first (91st) consecutive day of employment. LTS shall be entitled to all fringe benefits afforded to part-time employees on a pro-rata basis. Part-time LTS shall be entitled to salary and benefits on a pro-rata basis.

LTS who have served for at least ninety-one (91) days in a school year at the Mifflinburg Area School District shall be given one-year credit experience on the Bachelor's or Master's scales as appropriate.

Examples:

1. If a teacher with no previous experience completed one or more LTS position(s) in the Mifflinburg Area SD (MASD), if hired into a permanent position, they would be placed on Step 2 of the appropriate scale.

2. If a teacher with 5 years of full-time teaching experience in another Pennsylvania public school completed one of more LTS position(s) in the Mifflinburg Area SD (MASD), if hired into a permanent position, they would be placed on Step 7 of the appropriate scale.

LTS shall not be eligible for the tuition reimbursement benefit.

LTS are not entitled to any special or preferential consideration for any vacancy in the bargaining unit but shall be treated as a non-employee applicant. The termination of an LTS's employment after or during a school term due to the return of the regular employee shall not be subject to the grievance procedure.

ARTICLE XXV – INSURANCE

The employer shall provide a health insurance plan for all eligible employees offered through the Central Susquehanna Region School Employees' Health & Welfare Trust. The District will make available the same insurance plans that are available in 2024-2025 for the entire length of the contract. This is not a request for the District to shop for plans outside of the Central Susquehanna Region School Employees' Health & Welfare Trust. Rather the District is required to negotiate with the Trust to honor the plans offered at the start of this contract and maintain their availability at least until the conclusion of this contract.

Each employee shall pay the following premium shares as noted each year:

Year	HMO & PPO 250 & 500 Plans
2025-2026*	11%
2026-2027	12%
2027-2028	13%
2028-2029	14%

*For the 2025-2026 school year, the new insurance rates will begin September 1, 2025.

In the event that any active plan triggers the Cadillac Tax, all members of the collective bargaining unit who are enrolled in such plans will, at that time, move into another plan offered by the CS Trust.

If there is a premium holiday offered by the CS Trust for any month of this agreement, the premium holiday shall be extended to all members of the bargaining unit for any premium share due in that month.

Section 125 plan

A Section 125 plan administered by a district-specified vendor shall also provide for employee premium contributions, flexible spending account contributions, and health savings account (HSA) contributions at no cost to the School District.

Opt-Out

Employees who choose not to receive health care coverage as provided in this Article (opt-out) shall select one of two options as compensation:

a. as a single payment of $4000, included in the last pay in June, or
b. as a District contribution to the District's approved Health Retirement Account (HRA) in the amount of $4,000.

These payments are taxable to the extent allowed by law. Payments like this to an employee in lieu of a benefit the employee is eligible to receive, or any reimbursement received by the employee are not eligible for retirement contributions to the Pennsylvania School Employees' Retirement System (PSERS). Employees wishing to Opt-Out (i.e. not participate in the District's health care coverage) shall notify the District prior to July 1 for the benefit year, with the understanding that the opt-out period begins September 1. The Opt-Out shall not apply to husband and wife couples employed by the District. The employee will have coverage reinstated under the District's health care insurance should a qualifying event occur. In the event the qualifying event and reinstatement of benefits, the opt-out payment shall be prorated.

a) A revision statement which shall be executed by the parties and attached hereto and made part of this Agreement shall evidence any changes in employee benefits to which the parties may agree conditioned upon a change in the term of this Agreement. Said benefit revisions shall not become effective until approved by the carrier.

b) The settlement or payment of claims shall not be subject to the grievance procedure included in this Agreement.

c) Responsibility for the proper filing of the necessary and required insurance forms rests with the employee and not the employer.

d) When the employer has properly provided said plan, in no case and under no circumstances shall the employer be required to provide a cash settlement or any other substitute benefit in any form, in lieu of the insurance benefits.

e) In addition it will provide coverage to the persons on approved leaves provided a signed statement of their intent to return is executed. This coverage will be at the employee's expense. The payment should be made monthly to the school district. Approved leaves shall mean military, exchange teacher, professional study and parenting.

Spousal Rule Eligibility Requirement

The Mifflinburg Area School District will make coverage for insurance benefits available to spouses of employees in limited circumstances. Spouses who work for and are eligible for medical coverage from other employers (this does not apply to private sector employers) will not be eligible for MASD medical coverage, nor for a prorated opt-out benefit.

Insurance Deduction and Hold Harmless Provision for the 2025–2026 School Year Only

The insurance deduction for the 2025–2026 school year only will be calculated based on the 2025–2026 CS Trust Final Rates for the plan in which the CBA member is enrolled as of July 1, 2025. This rate will be multiplied by 11% to determine the amount of voluntary insurance deduction.

To determine whether a CBA member qualifies for a "hold harmless" adjustment in 2025–2026, the following calculation will be performed:

1. Subtract the member's 2025–2026 Net Pay (calculated with only the new 11% insurance deduction) from their 2024–2025 Net Pay (calculated with only the voluntary medical insurance deduction if applicable) to determine the difference each pay period.
2. If the result is a negative number, the annual amount will be calculated by multiplying the per pay period amount, identified in #1, by 24 pay periods.
3. The resulting amount will then be divided evenly and added as additional compensation across all 26 pay periods of the 2025–2026 school year, beginning with the August 29, 2025 pay date and continuing through August 14, 2026.

Dental

The employer shall provide to all eligible employees a family coverage co-insurance basic and supplemental dental care plan offered through the CS Trust. The annual maximum benefit per claimant will be $1,000. This benefit will become available as soon as the CS Trust allows, no later than July 1, 2026.

ARTICLE XXVI – ORIENTATION OF NEW DISTRICT EMPLOYEES

Newly hired professional employees attending beginning-of-year orientation shall participate in a District orientation outside of the 186 contracted days. It is anticipated that this orientation shall be approximately 3.5 hours. The Association will be allotted one (1) hour to meet with new hires. This hour is outside the contracted 186 days and is not compensated by the District. The employee shall be compensated at the "without student" hourly rate (see Article XXII – Hourly Rates of Pay) and a timecard must be submitted. For employees hired after the start of the school year, orientation (whether delivered in a single session or spread across multiple days) shall be compensated at the "without student" hourly rate, with a timecard submitted upon completion.

Nothing in this Article applies to employees enrolled in the District's Induction Program.

Orientation hourly pay shall be retroactive from July 1, 2025.

ARTICLE XXVII – STUDENT ASSISTANCE PROGRAM (SAP)

At the secondary levels, SAP meetings are scheduled weekly for 30 minutes; at the elementary levels, the SAP meetings are scheduled monthly for 45 to 60 minutes on average. As such, the following shall apply:

For the Middle School and High School SAP team members who are part of the CBA:

- After attending 7 SAP meetings for that school year, the professional employee will earn an additional personal day.
- After attending 17 SAP meetings for that school year, the professional employee will earn an additional personal day.
- After attending 27 SAP meetings for that school year, the professional employee will earn an additional personal day.

For the Elementary and Intermediate SAP team members who are part of the CBA:

- After attending 4 SAP meetings for that school year, the professional employee will earn an additional personal day.
- After attending 9 SAP meetings for that school year, the professional employee will earn an additional personal day.
- If additional meetings are necessary and held, or if these schools schedule 2 meetings a month (as determined by administration, based on need), then a third day can be earned after 14 SAP meetings for that school year.

These additional personal days will not be earned in partial increments and unless the professional employee attends the required amount of meetings, they will not earn the additional personal days. Once the SAP member has earned their personal day, the SAP team member shall submit their notification of meeting the requirements to the building principal. The accrued days will be issued for use by the employee within 10 working days of their notification being submitted.

SAP team members are expected to attend trainings, student funerals, other emergency type of events that potentially arise and are related to SAP efforts. This time does not accumulate additional time off as it is understood from all parties that the time in SAP meetings to earn up to three (3) personal days do not total the time of three (3) workdays.

SAP team members will be allowed to serve two-year terms before the position on the team would be reopened for others who may be interested; however, the professional employee may reapply for the opening he/she is vacating.

There are required members of the team that will not vacate their position on the SAP team. Those permanent members are:

1. Guidance Counselor(s) for the building
2. Social Worker for the building – though if the social worker covers two buildings they will split their time between the SAP teams and can only accumulate a total of 3 personal days as identified in this Article.
3. There will be no more than two other CBAs members from the building on the SAP team (if meeting outside of the school day).
4. Optional third CBA Member - Building Nurse – though if the nurse covers two buildings, they will split their time between the SAP teams and can only accumulate a total of 3

personal days as identified in this Article. This position would not count as one of the "other" two CBA members.

5. 2025-2026 School Year Only: Current SAP Team Members beyond the numbers identified in numbers 1-4 will be able to retain their position on the SAP Team for the 2025-2026 school year but will be capped at three (3) additional CBA members at the secondary levels combined.

ARTICLE XXVIII – E-LEARNING

As the District is looking to move more e-learning options to be provided in-house by District employees, the following parameters have been agreed upon:

- If employees are tasked with creating an on-line virtual course or converting an existing course to an on-line version, teachers will be provided with additional 35 to 45 minutes of planning time prior to the implementation of the virtual course. Audio/visual course content created by the teacher where the teacher's image or voice or both are present shall be the property of the individual creator. The district may not use or disseminate such material without the consent of the teacher. Other course materials are the property of the district. Upon separation from the district, the teacher will determine the disposition of such audio or visual recordings that involves the teacher's image and/or voice.
- If employees are tasked with being the teacher of record for virtual courses not hosted by MASD, teachers will be provided time outside of a normal preparation period/class period to monitor student progress, evaluate student work, and make any necessary contacts. The amount of time given could fluctuate based on the extent/size/amount of grading necessary for the courses.
- A class period will be provided for each e-learning course taught/hosted by an employee; similar to if it were a course taught in person. Each e-learning course will be limited to a normal class size, similar in student/teacher ratio to an in-person course. Each e-learning class period will be limited to a single course; unless the courses combined are courses that would be combined if the courses were in person (due to class size and content).
- Should there be an expectation that there will be livestreaming as part of these e-learning courses, the District will develop a policy or Administrative Regulation regarding student behavior during a livestream. The policy or Administrative Regulation will include that only the teacher is authorized to record a livestream and that any unauthorized recordings or images captured during the livestream shall be considered a violation of such policy or Administrative Regulation and will be handled by the administration.
- Unless agreed upon by the teacher, virtual class periods will not be utilized for formal observation periods for the first two years a teacher is tasked with teaching/implementing an e-learning course. Student behavior/discipline expectations should be the same as in-person classroom expectations. Disciplinary issues shall be handled the same as an in-person classroom.

ARTICLE XXIX – CLEARANCES

Current employees shall be reimbursed for the cost of state-required clearances if applied for at least forty-five (45) days prior to their expiration. Clearances and receipts must be submitted to the business office no later than thirty (30) days prior to expiration. A receipt will be sufficient for the FBI fingerprint clearance only. The forty-five (45) day window will be waived for anyone whose clearances are due to expire in July, August, or September 2025.

ARTICLE XXX – MILEAGE REIMBURSEMENT

Professional employees who are authorized to travel in the performance of duties for the school district shall be reimbursed at the rate set by the Internal Revenue Service; or, if no such rate, at the last prevailing rate. Organization of mileage shall begin at the building to which the professional employee must first report for scheduled work or obtain materials. All mileage reports must be submitted, within one (1) month in which the mileage was incurred.

Professional employees contracted for homebound instruction shall be reimbursed for travel from their assigned building or home, whichever is shorter, to the place of instruction and return. Failure to submit mileage reimbursement requests monthly may negate reimbursement.

ARTICLE XXXI – TUITION REIMBURSEMENT

The Mifflinburg Area School District will reimburse full-time or part-time professional personnel for tuition paid by said personnel for successfully passed credits, subject to the following provisions:

1) Maximum Provisions

    a) The maximum tuition reimbursement shall be for the actual tuition cost up to seventy-five (75%) percent of the current Penn State University's graduate rate.

    b) The Board shall pay up to seventy – five (75%) percent of the current Penn State University's graduate rate for courses taken. Credits must be in the employee's field or in the field of education.

    c) The tuition rate that will be utilized for reimbursement shall be based on the graduate tuition rates for University Park. The rate used will be the average of the rates for the graduate programs for "Business, EMS, Science, IST, Engineering" and the "All Other Programs."

    d) Three hundred (300) collegiate credits are available for the bargaining unit in each year of this Agreement.

    e) No bargaining unit member may be reimbursed for more than 12 credits per year.

2) Courses taken must carry full college credit (either graduate or undergraduate). All approved courses including Internet courses, must have the approval of the

administration and shall be applicable for certification and/or be in the approved program at a college/university or from other accredited institutions.

3) Reimbursement will be for tuition only.

4) Courses must be successfully completed and passed with a grade of "B" or better.

5) Courses must have the approval of the Superintendent prior to the start of the course. The Superintendent will indicate approval/disapproval within three weeks of being submitted. Failure to obtain pre-approval for courses means the tuition cost may not be reimbursed. These courses shall be applicable for certification and/or be in an approved program at a college/university. Approval priority shall be as follows: (a) certification/Act 48; (b) approved collegiate program; (c) enrichment/refresher work in teaching areas.

6) If a course is cancelled, the Bargaining Unit member must contact the Superintendent as soon as possible. Another course may be taken if another pre-approval is submitted.

7) Employees who do not continue in full-time or part-time employment with the district for two calendar years immediately following the completion of the credits referred to herein shall reimburse the District for these credits on their last day of employment.

8) Reimbursement will be made upon presentation to the business office of:

   a) A receipted invoice or cancelled check for the tuition already paid.

   b) An official transcript or report card showing successful completion of the course or courses with a grade of "B" or better must be submitted to the business office.

   c) If the teacher does not remain in the district for the following two calendar years, the teacher will be responsible for the return of all payments to the district. The teacher must satisfy the return of all reimbursed funds or be subjected to a payroll deduction for the same amount.

9) The above regulations automatically rule out reimbursement for credits which are "tuition free" because of grants, fellowship or scholarships received by professional personnel.

10) Reimbursement limitations:

    The course is counted and reimbursed the school year in which it ends.

11) Under no circumstances will the District directly pay the learning institution. Only the employee taking the course will be reimbursed.

ARTICLE XXXII – RETIREMENT BENEFIT

After retiring from service with the Mifflinburg Area School District, professional employees who are eligible for this Article may select a benefit in accordance with one of the three options

articulated here, commensurate with their qualifying years of service. There shall be no pyramiding of retirement options.

Option 1

After retiring with at least twenty-five (25) years of service (in the PA Public School Employees' Retirement System), the District shall deposit fifteen-thousand dollars ($15,000) into either:

a. a Health Reimbursement Account (HRA) for the purpose of affording health care. The employee may utilize this reimbursement for health care premiums, including Medicare premiums, incurred after retiring from the District. The HRA shall be administered by a District-specified vendor at no cost to the District. The payment to the HRA will be made within 60 days of the effective date of retirement. This will be a one-time payment.

   or

b. a District-sponsored 403(b) plan in the name of the employee. This will be a one-time payment.

Option 2

After retiring with at least thirty (30) years of service (in the PA Public School Employees' Retirement System), the District shall deposit thirty-thousand dollars ($30,000) [ten thousand ($10,000) dollars per year] into either:

a. a Health Reimbursement Account (HRA) for the purpose of affording health care. The employee may utilize this reimbursement for health care premiums, including Medicare premiums, incurred after retiring from the District. The HRA shall be administered by a District-specified vendor at no cost to the District. The first payment to the HRA will be made within 60 days of the effective date of retirement.

   or

b. a District-sponsored 403(b) plan in the name of the employee. The first payment of the 403(b) will be made within 60 days of the effective date of retirement.

Option 3

After retiring with thirty-five (35) years of service (in the PA Public School Employees' Retirement System) and fifteen (15) years of service in the Mifflinburg Area School District, the District shall deposit forty thousand ($40,000) dollars, [ten thousand ($10,000) dollars per year] into a Health Reimbursement Account (HRA) for the purpose of affording health care. The employee may utilize this reimbursement for health care premiums, including Medicare premiums, incurred after retiring from the District. The HRA shall be administered by a District-specified vendor at no cost to the District for the life of the Agreement. The first payment to the HRA will be made within 60 days of the effective date of retirement.

In order to be eligible for the retirement benefit as outlined in this article, the employees must notify the school district at least one (1) semester prior to the effective date of the

retirement. However, special extenuating circumstances, such as but not limited to, medical complications and/or emergencies, can be reviewed on an individual basis.

In the event a retiree dies prior to the full retirement benefit being deposited into the retiree's HRA, the District will deposit the remaining funds into the retiree's HRA. Those funds can be used to pay for any claims up through the date of the retiree's death. If the retiree has dependents, as defined by the IRS, any remaining HRA funds can be rolled over into an HRA for that (those) dependent(s) and may be utilized until the funds are depleted. The dependent(s) will need to contact the HRA vendor to obtain a death packed in order for this rollover of funds to occur.

ARTICLE XXXIII – DEATH OF AN EMPLOYEE

In the event of an employee's death while in service to the District, the District will provide the following death benefits to a preestablished 403(b). These benefits shall not be considered salary for purposes of PSERS and as such shall not be PSERS eligible. All payments for purposes of this article shall be paid into an employee's pre-existing 403(b). If there is no pre-existing 403(b) at the time of an employee's death, these benefits shall be waived.

1. If the employee has completed a minimum of 15 years of service to the District, the District will pay seventy-five percent of the of the sick day payout addressed in Article IV.

2. If the employee has completed a minimum of twenty-five (25) years of service in PSERS and at least fifteen (15) years of service in the Mifflinburg Area School District, the District shall pay fifteen thousand dollars ($15,000) into the employee's pre-existing 403(b).

   If the employee has completed a minimum of thirty (30) years of service in PSERS, and fifteen at least (15) years of service in the Mifflinburg Area School District, the District shall pay thirty thousand dollars ($30,000) into the employee's pre-existing 403(b).

   If the employee has completed thirty-five (35) years of service in PSERS, and at least fifteen (15) years of service in the Mifflinburg Area School District, the District shall pay forty thousand dollars ($40,000) into the employee's pre-existing 403(b).

ARTICLE XXXIV – DISTRICT RIGHTS

Nothing contained in this Agreement shall be deemed to impair the employer's basic managerial rights under the law, which shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organization structure and selection and directions of personnel.

Any action taken by the Board of Education for which procedures for redress are covered by the School Code of 1949, as amended, shall not be governed by the provisions of Article XXXIX – Grievance Procedure.

Nothing contained in this provision shall be deemed to impair the employees' rights under the just cause of this Agreement.

ARTICLE XXXV – JUST CAUSE

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

Just cause shall mean immorality, incompetence, intemperance, cruelty, persistent negligence, mental derangement, persistent and willful violation of the school laws of the Commonwealth and/or procedures, regulations and policies of the Mifflinburg Area School District.

ARTICLE XXXVI – CRITICISM

Criticism by a supervisor or an administrator of a professional employee's instructional methodology shall be made in confidence. Criticism of an employee, which may affect the employment status of that professional employee, shall be discussed with the employee in confidence.

Criticism by a professional employee of a supervisor or an administrator shall likewise be made in confidence. Criticism, which may affect the stature of the school district, shall be discussed with the chief school administrator.

The Employer shall use discretion in following applicable laws for public meetings.

ARTICLE XXXVII – SEPARABILITY

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

ARTICLE XXXVIII – WAIVER PROVISION

The parties to this contract hereby waive the right to further bargain any item contained in this contract during the term of this Agreement. Should the unforeseen arise, the parties may mutually agree to reopen the contract for purposes of renegotiating the specific item(s) affected. Any modification to this Agreement shall be reduced to writing and duly executed by both parties.

ARTICLE XXXIX – GREIVANCE PROCEDURE

Nothing herein contained will be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate members of the administration provided that any adjustment is not inconsistent with the terms of this Agreement. It is recommended that grievant(s) shall attempt to resolve the issue(s) prior to filing formal grievance paperwork.

The parties to this Agreement agree that an orderly and expeditious resolution of a grievance arising out of the interpretation of this Agreement shall provide for a five (5) step process, which is described in the following paragraphs:

Step I – Person or persons initiating the alleged grievance shall present the grievance, in writing and on a form provided by the employer, to the building principal or evaluating supervisor within fifteen (15) days after the occurrence. In the event this grievance cannot be resolved by the building principal or evaluating supervisor, the grievance should be initiated at Step II.

The building principal or evaluating supervisor shall reply to the grievance within five (5) days after initial presentation of the grievance.

Step II – If the action in Step I above fails to resolve the grievance within the five (5) days to the satisfaction of the affected parties, the grievance may be referred to the personnel director/business manager within five (5) days.

The personnel director/business manager shall reply to the grievance within five (5) days after the grievance has been presented.

Step III – If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to the Superintendent within five (5) days.

The superintendent shall reply to the grievance within five (5) days after the grievance has been presented.

Step IV – If the action in Step III above fails to resolve the grievance, the aggrieved party may, within five (5) days, refer the grievance in writing to the Secretary of the Board of School Directors. If the aggrieved party desires to have a hearing before the Board, the aggrieved party must indicate that desire in writing when the grievance is referred to the Secretary of the Board of School Directors. The Board shall review said grievance within twenty (20) days of the submission. The Board reserves the right to have a hearing regarding the grievance and to set a hearing date; however, if the aggrieved party expressed, in writing, a desire to have a hearing when the grievance was referred to this level, then the Board shall set a hearing. Said hearing date is to be scheduled at a mutually agreeable time within thirty (30) days of submission. If a mutually agreed upon time cannot be determined, the Board will provide two (2) dates (within the same thirty (30) days of submission) for a hearing and the employee will need to choose one of those two hearing dates. In the event of a hearing on the grievance at this level, the grievant (and/or the Association) shall be present to provide information and answer questions. In the event of unforeseen circumstances, the grievant may appeal to the board in writing to move the hearing.

Step V – If the action in Step IV above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred to binding arbitration by the Association within ten (10) days of the final written decision of the Board, as provided in Section 903 of the Act.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of Education in Step IV shall be final.

Arbitrator's Jurisdiction

Nothing contained herein, however, shall empower any arbitrator in rendering his/her decision to in any way directly or indirectly expand, modify or amend the terms and provisions of this Collective Bargaining Agreement.

Failure on the part of the grievant (Step I through IV) and/or Association (Step I through V) to move the grievance to the next step in accordance with the stated limits shall determine the grievance to have been settled at that level.

Days shall be defined as any day during which the applicable first level supervisor or Principal's, Superintendent's or Board Secretary's office is formally open for district business.

ARTICLE XXXX – PRINTING/DISTRIBUTION OF AGREEMENT

Copies of this Agreement shall be emailed to current employees within 30 days from its date of signature. Newly hired employees will be given a printed copy of this agreement during the onboarding process.

ARTICLE XXXXI – EFFECTIVE DATES/SIGNATURES

This Agreement is made and entered into this 18th day of August, 2025, by and between the Mifflinburg Area School District and the Mifflinburg Area Education Association, PSEA/NEA.

ATTEST: MIFFLINBURG AREA EDUCATION ASSOCIATION, PSEA/NEA

Elizabeth A Ponyatoski
Secretary

President

ATTEST: MIFFLINBURG AREA SCHOOL DISTRICT

Tammy A Boop
Secretary

President