

**ARTICLES OF AGREEMENT  
BETWEEN  
SOUTH MIDDLETON SCHOOL DISTRICT  
AND  
SOUTH MIDDLETON EDUCATION ASSOCIATION**

**JULY 1, 2017 THROUGH JUNE 30, 2020**

Approved:

**PREAMBLE**

**MADE AND ENTERED** into this \_\_\_\_ **Day of**, \_\_\_\_\_ **Two Thousand and Eighteen**  
by and between:

**SOUTH MIDDLETON SCHOOL DISTRICT**, of Cumberland County, Pennsylvania, party  
of the first part, sometimes hereinafter called "Employer", or "Board",

**AND**

**SOUTH MIDDLETON EDUCATION ASSOCIATION**, of the same place, party of the  
second part, sometimes hereinafter called "Association" or "Bargaining Agent".

**WITNESSETH:**

**WHEREAS**, Employer is a duly constituted school district of the third class in the  
Commonwealth of Pennsylvania as defined and constituted by the Act of March 10, 1949, P.L.  
30, as amended, (Public School Code of 1949); and

**WHEREAS**, Employer is a public employer within the meaning of Act No. 195 of July 23,  
1970 (Public Employee Relations Act); and

**WHEREAS**, Association is the exclusive representative of the professional unit of the  
employees of the South Middleton School District under said Public Employee Relations Act; and

**WHEREAS**, the parties have heretofore negotiated in good faith all matters raised by said  
parties and have reached agreement thereon and desire to formally document their agreement  
by this instrument which is accepted by the parties as the collective bargaining agreement within  
the meaning of the Public Employee Relations Act;

Now, therefore, it is hereby agreed as follows:

**ARTICLE I**  
**RECOGNITION**

This Collective Bargaining Agreement shall apply to a bargaining unit, consisting of professional employees, including teachers, nurses, counselors, and librarians, employed by the employer in the employer's school district, but excluding all supervisors, first level supervisors, and confidential employees defined in the Public Employee Relations Act of the Commonwealth of Pennsylvania and as certified by the Pennsylvania Labor Relations Board in its order dated January 4, 1971 in case number PERA-R-576-C.

**ARTICLE II**  
**NEGOTIATION OF SUCCESSOR AGREEMENT**

A. Deadline Date

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Act 195, 1970, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than January 10, 2020, the calendar year this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

A. Definitions

1. Grievance

A "Grievance" is hereby defined as:

- a. A complaint by a teacher or teachers regarding the meaning, interpretation or application of any provision in this Agreement, or,
- b. A complaint by a teacher or teachers regarding the meaning, interpretation or application of any provision of applicable school law or code.
- c. A "grievance" as defined herein, shall apply only to those defined as grievances as described in Paragraph A, Section 1, Parts a and b.

2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. Days

The term "days" when used in these grievance procedures shall, except where otherwise indicated, mean calendar days.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Supervisor

A teacher with a grievance shall first bring it to the attention of his/her principal or immediate supervisor within seven (7) days either directly or through the Association's designated representative. The grievance shall be resolved informally within seven (7) days or the grievance shall be referred to Level Two.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, the grievance will be filed in writing with the school Superintendent within seven (7) days following the completion at Level One. The grievance shall

be resolved within ten (10) days with the decision rendered in writing. In the event a decision is not rendered, the grievance shall be referred to Level Three.

5. Level Three – Board of School Directors

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, the grievance will be filed in writing with the Board of School Directors within seven (7) days following the completion at Level Two. The grievance shall be resolved within fifteen (15) days with the decision rendered in writing. In the event a decision is not rendered, the grievance shall be referred to Level Four.

6. Level Four - Arbitration

a. If the Association is not satisfied with the disposition of the grievance at Level Three, the grievance may be appealed to arbitration by the President of the Association or his or her designee by written notice to the Superintendent within ten (10) days.

b. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall establish an arbitration panel in accordance with Section 903 of the Public Law 195.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants during the entire grievance procedure. Such items shall be a part of the personnel file only in the event the final disposition of the grievance shall be against the aggrieved person, and further only in accordance with the appropriate school code.

2. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association except as may be prescribed by law or arbitration procedure and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the Article except as may be prescribed by law or arbitration procedure.

**ARTICLE IV**

**TEACHER RIGHTS**

A. Rights and Protection in Representation

The Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the Commonwealth of Pennsylvania, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by this Agreement, or the laws of the Constitution of the Commonwealth of Pennsylvania and the United States; that it shall not discriminate against any teacher with respect to any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment of professional practice.

B. Collective Bargaining

It shall be lawful for public employees to organize, form, join or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice and such employee shall also have the right to refrain from any or all such activities, except as may be required pursuant to a maintenance of membership provision in a collective bargaining agreement. Representatives selected by public employees in a unit appropriate for collective bargaining purposes shall be the exclusive representatives of all the employees in such unit to bargain on wages, hours, terms and conditions of employment.

Provided that any individual employee or group of employees shall have the right at any time to present grievances to their employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of a collective bargaining contract then in effect; and, provided further that the bargaining representative has been given an opportunity to be present at such adjustment.

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under the Public School Code of 1949 as amended or other applicable laws and regulations. The parties to the collective bargaining process shall not effect or implement a Provision in a collective bargaining agreement if the implementation of the Provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania or the provisions of municipal home rule charters.

C. Personnel File

A teacher shall have the right to review the contents of said teacher's personnel file in the presence of a representative of the employer. An employee shall be entitled to have a representative of the Association accompany him/her during such review at the convenience of both parties meaning employee and employer. The employer agrees to make copies of any material in the personnel file upon same request by the employee; the cost of said copies be borne by the employee, with that cost not to exceed \$.10 per page. No material derogatory to any employee's conduct, service or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review this material. The employee shall acknowledge that he/she has had an opportunity to review

such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy.

## **ARTICLE V**

### **RIGHTS OF THE SCHOOL DISTRICT**

A. Management and Control of the School District

The management and control of the school district, including the right to manage school properties, policy, structure, curriculum, and standards of education are vested in the Board of School Directors. Additionally, the right to hire, demote, suspend, reprimand in writing, or discharge for just cause are also vested in the Board.

B. Vested Legal Authority

The Board will function in agreement with the collective bargaining contract, Department of Education rules and regulations, and the Pennsylvania Public School Code of 1949 as amended. All powers, rights, and authority vested in the School Board by all laws, rules and regulations, shall be retained.

## **ARTICLE VI**

### **RIGHTS OF THE ASSOCIATION**

A. Use of School Facilities

The Association and its representatives shall be allowed the use of school buildings for meetings. Arrangements for such meetings shall be made with the principal of the building in which the meeting is planned.

B. Inter-School Mail

The Association shall be allowed the use of inter-school mail facilities and school mail boxes, inter-school fax facilities, and inter-school computer communications.

C. Teacher Orientation and General Meeting

The Association shall be allowed sufficient time on the agenda of the Orientation Program for the new teachers to explain services available through the Association. The Association shall also maintain a place on the agenda of the first General Meeting of all teachers at the opening of school.



D. Paid Teacher Days for Association Business

The Board shall permit the president of the Association and one other representative two (2) paid teaching days of his/her choice, per school year, to carry out Association business with the Association reimbursing the district for substitutes required.

E. Fair Share Payment

Each nonmember of the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for Act 84 of 1988. The District and the Association agree to comply with all the provisions of said law. The Association agrees to extend all nonmembers the opportunity to join the Association.

If any legal action is brought against the District as a result of any actions it is requested to perform by the Association pursuant to this article, the Association agrees to provide for the defense of the District at the Association's expense and through counsel selected by the Association. The District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the Board does not fully cooperate with the Association, any obligation of the Association to provide a defense under this article shall cease. The Association agrees in any action so defended, to indemnify and hold the District harmless for any monetary damages the District might be liable for as a consequence of its compliance with this Article; 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 Board or as a result of the Board's failure to properly perform its obligations under this article.

**ARTICLE VII**  
**PAID LEAVE OF ABSENCE**

A. Professional and Personal Leaves

At the beginning of each school year, each teacher will be credited with 3 professional days and 3 personal days to be used for the teacher's professional or personal business. Personal leave days may be used for professional business, but professional leave days may not be used as personal leave.

**HARDSHIP CLAUSE:** If the number of requests for professional and personal leave days for one particular day totals more than ten percent (10%) of those teachers in a building, the Superintendent may refuse such leave. In such a case, leave days shall be granted in the order in which requests were submitted to the building principals.

1. Personal Leave Days

a. Personal leave days may be accumulated to seven (7) and can be used on a consecutive basis. Any personal leave days in excess of the accumulated seven (7) will be credited as unused sick leave days. Personal leave days accumulated prior to this contract will be carried forward.

b. A personal leave day may be used for any purpose at the discretion of the teacher.

EXCEPTION: No personal leave shall be granted for the last week of school unless arrangements have been made through the building principal's office to complete all end-of-school activities.

c. A teacher planning to use one personal leave day shall notify immediate supervisor in writing at least 24 hours in advance of absence. A teacher planning to use two or more consecutive personal leave days shall notify immediate supervisor in writing at least 3 school days in advance of absence.

2. Professional Leave Days

a. Professional business days shall be used for the following purposes:

(1) Visitation to view other instructional techniques or programs,

(2) Participation in conferences, workshops, or conventions, or seminars which are relevant to the requesting teacher's area of expertise.

- b. A request for professional leave shall be approved by the Superintendent if the following criteria are met:
  - (1) The teacher shall submit the request at least one week prior to the first day of the leave;
  - (2) The teacher shall submit with the request a statement which shows how use of the professional day(s) shall be relevant to his/her area of expertise.
- c. The teacher shall be required to file a written or verbal report, as prescribed by the building principal, describing the professional leave activities within one week after said professional leave. An extension of this time limit may be granted by the building principal. Exceptions to this written or verbal report requirement may be made in writing by the building principal or district superintendent.

B. Jury Duty

A teacher called for jury duty or to give testimony as a witness under subpoena before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. Leaves Due to Death

- 1. A teacher shall be entitled to a leave of absence of up to five (5) school days at any one time in the event of death of a teacher's spouse, child, stepchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, niece, nephew, and any other member of the immediate household.
- 2. A teacher shall be granted a leave of absence of up to one (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined above. In the event of the death of a teacher or student in the South Middleton School District, the principal or immediate superior of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

D. Good Cause Leave

Emergency and other leaves of absence, including serious illness of a teacher's spouse, child, stepchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild, niece, nephew, and any

other member of the immediate household, with pay, may be granted by the Board for good reason, provided that other applicable leaves of absence shall first have been exhausted.

E. Sick Days

No less than 10 sick days shall be granted annually to each employee and may be taken for reason of illness. Unused sick days shall be cumulative. A teacher may use any number of accumulated sick days per year to care for a teacher's spouse, child, stepchild, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchild, niece, nephew, and any other member of the immediate household in the event of sickness.

F. Leaves of Absence for Professional Development and/or Restoration of Health

1. Employees in the bargaining unit shall be entitled to Leaves of Absence for Professional Development and/or Restoration of Health in accordance with Professional Leave provisions set forth in Sections 1166, 1166.1, 1167, and 1168 of the Pennsylvania Public School Code of 1949, as amended.
2. Salaries and benefits provided by the employer during such Professional Leave shall be one-half salary and the full benefits to which the employee is entitled in accordance with the salary schedule in effect during the leave.
3. Professional Leave requests for full academic year leaves and one-half year leaves to be taken during the first half of the school year are due by October 15 of the school year preceding the school year in which the leave is to be taken. Professional Leave requests for one-half school year to be taken during the second half of the school year are due by January 15 of the school year preceding the school year in which the leave is to be taken.
4. Applications for Professional Leave based on extenuating circumstances may be approved after January 15 preceding the school year of the leave.

G. Leave for Service on Evaluation Committee

1. Subject to the participation of the South Middleton School District in the Middle States Association, one teacher per school may serve on an evaluation committee for the Middle States Association and shall be granted a maximum of three (3) days leave without loss of pay.
2. This leave shall not be credited as either professional or personal leave.

3. This leave time is on an annual basis and shall not be accumulative from year to year.

H. Compensatory Day

One day per contract year through the duration of this contract may be used as a day of flexible inservice subject to the following conditions:

1. The compensatory day must be earned no later than 31 days prior to the designated flexible inservice day.
2. Workshops or courses taken for credit do not apply.
3. Workshops or courses for which the professional receives monetary compensation do not apply.
4. The professional must file for the exemption no later than two (2) weeks after completing the workshop, course or other activity and at least thirty (30) days prior to the designated in-service day.
5. Documentation verifying attendance of the activity must be submitted to the Assistant Superintendent. Documentation shall include a one-page summary of the day's activities or certificates of attendance.
6. The compensatory day must be used on the designated flexible inservice day. The designated flexible inservice day will be scheduled between October 1 and May 30 of each year by the Superintendent.

## ARTICLE VIII

### UNPAID LEAVES OF ABSENCE

A. "Exchange" or "Alternative" Teaching Programs

In accordance with Section 522 of the School Code, a leave of absence of up to one (1) year shall be granted on an individual basis to any tenured teacher employed by the South Middleton School District for a minimum of three years upon application, for the purpose of participating in (1) an "Exchange" Teaching Program or (2) an "Alternative" Teaching Program. An "Exchange" Teaching Program is defined as one in which a teacher enters into a formal exchange teaching program in which a teacher from another state, territory, or country is exchanged or reciprocated by another teacher who will not necessarily be placed in the South Middleton School District. An "Alternative" Teaching Program is defined as the Peace Corps, Teacher's Corps, Job Corps, or a military teaching program. Each application must include a description of the program, confirmation of the program's legitimacy and a list of goals which are expected to be met by the employee during the

program. Upon return from such leave of absence, an employee will make a full written report to the South Middleton Board of School Directors. Upon return from such leave, an employee will be placed at the same position on the salary schedule as employee would have been had employee taught in the district during such period and shall be entitled to return to the same or similar position employee left.

B. Study Related to Professional Responsibilities

In accordance with Section 522.1 of the School Code, a leave of absence of up to one (1) year may be granted to any professional employee, upon application, for the purpose of engaging in study at an accredited college or university reasonably related to employee's professional responsibilities. Upon return from such leave, the employee shall be entitled to return to the same or similar position employee left.

C. Service as Officer of State or National Association

A leave of absence of up to two (2) years may be granted to any professional employee for the purpose of service as an officer of the State or National Association or on the staff of such body. Upon return from such leave, such employee shall be placed on the same step on the salary schedule as employee would have been had employee taught in the district during such period.

D. Child Rearing Leaves

A professional employee shall be entitled to child rearing leave without pay for a period not exceeding one (1) year after the termination of pregnancy. The employee shall request such leave in writing not less than thirty (30) days prior to commencement of leave, provided that such notice need not be given if an emergency occurs. The employee's position, or one equivalent to it, shall be held open during the period of child rearing leave. The employee must confirm in writing the employee's intention to resume employment by giving at least sixty (60) days notice prior to the employee's scheduled return, except if such a leave terminates on or after April 15th of any year, the employee shall notify the South Middleton School District in writing of the employee's intent to resume employment on the first day of the following school year, and the employee's leave shall be extended until the first day of the following school year. If the employee fails to give such notice, the employee shall be deemed to have waived the employee's right to resume employment and the employee's status shall be terminated. During child rearing leave, the employee shall retain the employee's unused sick leave, shall retain the employee's credit toward sabbatical leave, and shall retain credit for past service on the employee's

rating card. The professional employee shall receive no compensation during a child rearing leave of absence. Upon return to employment in a subsequent school year the employee shall be placed on the next salary step provided the teacher was employed or in a paid leave status for at least one hundred twenty (120) school days in the previous school year. This provision shall also apply to return from all other unpaid leaves or unpaid absences.

E. Extenuating Circumstances

A short term leave of absence, not to exceed the school year during which application is made, may be granted to any professional employee in cases of extenuating circumstances. Pay for said leave shall be deducted from the employee's annual salary at a rate of one over the number of contract days.

F. Leave of Absence Without Pay for Illness or Disability

At the discretion of the Board, in accordance with Section 1154(e) of the School Code, a professional employee who is unable to perform employee's duties because of illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability up to one (1) calendar year, and the leave may be renewed each year upon written request by the employee at the discretion of the Board. Upon return to the classroom, the employee shall be entitled to return to the position the employee left.

G. Family Medical Leave Act

In reference to paragraphs D, E, and F immediately preceding, under the provisions for each, a professional employee may elect to utilize leave under the Family Medical Leave Act ("FMLA"). However, under no circumstances would the benefits under FMLA be utilized to extend the time period of other approved leaves.

**ARTICLE IX**  
**TEACHING HOURS AND TEACHING LOAD**

A. Teaching Load

Professional employee assignments shall be made by the administration as demanded by available facilities, personnel and curriculum requirements in keeping with the objective of providing the highest possible educational experience for the students.

B. Lunch Periods

Teachers shall have a daily duty-free lunch period of at least the following length:

1. Elementary School - Thirty (30) minutes
2. Middle School - Thirty (30) minutes
3. High School - Thirty (30) minutes

C. Exceptions

1. In the event the absence of a full-time or part-time teacher is made known to the administration by 6:30 a.m., a substitute shall be provided.
2. In the event that a teacher is required to perform teaching duties during a period that would normally have been a non-instructional duty period, he/she shall be paid at the hourly rate identified in Article XVI for each period. Non-instructional duty periods include: alternative education room duty, cafeteria duty, hall duty, lavatory duty, locker room duty, study hall duty, and any periods not assigned for instruction or guaranteed as a preparation period.

D. Preparation Time

All teachers shall be guaranteed a minimum of five (5) preparation periods per calendar week. In the event school is not in session for five (5) calendar days during any calendar week, one (1) preparation period shall be deducted for each day school is not in session for said week.

E. Notification of Employee Assignments

Teachers shall receive written notice of their proposed teaching assignment for the forthcoming year by the first day of August and the daily schedule as soon as possible thereafter. In the event that changes in such assignments are required, all teachers affected shall be notified as soon as possible.



- F. Lunch Duty in Elementary Schools  
Employees in the bargaining unit who teach in the elementary school(s) will not be assigned to supervision of lunchrooms or cafeterias except by mutual consent.
- G. Employer Provided Cell Phones  
Fifteen (15) cell phones district wide shall be available when employees will be supervising students when leaving district property as part of their employment. Such phones shall be used in case of an emergency in which the employee must communicate with the administration, emergency personnel and/or for parent/student communications.

**ARTICLE X**  
**EMPLOYEE BENEFITS AND SALARY PROPOSALS**

- A. Insurance Benefits
1. Medical and Prescription Drug Insurance
- a. The employer will provide premium for a 365 day health plan for employees and eligible dependents, subject to the employee contributions, as stipulated below.
- b. Medical Benefit Plan  
Effective February 1, 2018 the PPO plan that had been in effect prior to ratification of the 2017 – 2020 agreement shall be eliminated. Medical benefits shall be replaced with a Qualified High Deductible Health Plan (QHDHP). Effective February 1, 2018 the QHDHP shall be paired with a Health Reimbursement Arrangement (HRA) which shall be funded by the employer up to the full level of the deductible. Effective July 1, 2018, any unspent monies in an employee's HRA belongs to the District and is no longer available to the employee and/or his/her dependents. Beginning July 1, 2018, the plan will be paired with a Health Savings Account (HSA). The QHDHP plan design shall be consistent with below summary and the complete summary of benefits grid found in Appendix B.

Benefits	In Network	Out of Network
Deductible (plan year) *subject to increase to satisfy requirements to be HSA compliant	\$1,500/\$3,000 Employer shall provide funded as described in section c below	\$1,500/\$3,000 Employer shall provide funded as described in section c below
Coinsurance	0%	80% after deductible
Coinsurance Out of Pocket Maximum	None	\$3,000/\$6,000
Total Maximum Out of Pocket	\$6,550/\$13,100	\$6,550/\$13,100
Office, Specialist Urgent Visits	\$15 copay after deductible	80% after deductible
Emergency Room	\$50 copay after deductible (waived if admitted)	
Prescriptions	Integrated with medical deductible Retail Drug (31/60/90 day) \$15/\$30/\$45 generic \$20/\$40/\$60 brand Maintenance Drugs through mail order (90-day supply) \$30 generic \$30 brand (Copays applicable after deductible has been satisfied)	

- c. The Employer shall provide annual Employer contributions to each employee's Health Savings Account (HSA) equal to 100% of the deductible. In 2018-2019, the Employer will contribute one third (1/3) of the deductible (\$500/\$1,000) on July 1, 2018 and the remaining two thirds (2/3) (\$1,000/\$2,000) on September 1, 2018. In 2019-2020, the District will again contribute one third (1/3) of the deductible (\$500/\$1,000) on July 1, 2019 and the remaining two thirds (2/3) (\$1,000/\$2,000) on September 1, 2019. Upon request and with verifiable documentation, an employee who incurs qualified medical expenses prior to September 1 that exceeds the employer funding (\$500/\$1,000) provided on July 1 resulting in the employee not having enough funds in their HSA to pay the expenses, shall be advanced the difference no later than ten (10) days following their request. On September 1, such employee shall receive the

remaining balance due of the Employer's contribution. Employer HSA contributions will also be made within one pay period of an employee's participation in the QHDHP if he/she is hired after July 1st or they enroll in the QHDHP during the plan year due to a qualifying event. Employees will receive the entire amount of the HSA contribution regardless of when they begin participation in the QHDHP.

- d. New employees (and their dependents), current employees (and their dependents) and those employees (and their dependents) who were not eligible to participate in the QHDHP and who elect to be covered by District health insurance after the QHDHP plan year has started shall receive the entire amount of the district contribution to the HSA for that plan year. These employees shall be able to open an HSA on the first day of enrollment in the QHDHP. The IRS does not prorate deductibles. Any employee with a plan year of less than twelve (12) months will be responsible for the full deductible. All deductibles are re-set on the first day of the new plan year. Employees can not contribute more money into their HSA account than legally permitted by the IRS. The District will provide employees with information regarding their HSA limit and delineate the amount of HSA contributions for those who will not be in the plan for the full year.
- e. Employee contributions to an employee's HSA account shall be voluntary and may be made at any time during the plan year. Tax savings can be realized by employees who take advantage of the tax-favored treatment of an HSA. See Internal Revenue Service Publication 969 for complete details on annual contribution limits, qualifying for an HSA, etc. at [www.irs.gov](http://www.irs.gov). HSA funds are portable and rollover each year without any limit to when the funds must be used. The Employer will provide debit cards and services at no cost to the employee for HSA use.
- f. If at any time fees become associated with either the QHDHP or HSA, such fees will be paid by the Employer. There will be no restrictions on HSA payments/distributions. For example, there is no minimum amount for distribution or a limit on the number of distributions annually.
- g. In the event that an employee who a HSA account separates employment from the Employer, the participant's (or surviving dependent's) coverage will retain access to the individual's HSA plan account for reimbursement of eligible health expenses until such time as the account is depleted. If the account is

abandoned or no surviving dependents exist, the value of the account balance shall be paid to the participant's estate.

- h. HSA funds, may be used for the deductible and any qualified and/or eligible medical, dental, or vision expenses as provided by the IRS.
- i. HSAs are individual accounts owned by the individual and negative consequences of overfunding an HSA or of misspending HSA funds fall on the individual provided that the Employer provides a separate HSA use and management in-service each year in the first marking period and makes all relevant materials available to new hires. The in-service training will be provided by the District, Association and Insurance Provider and any other necessary entity. If the District fails to provide the annual QHDHP and HSA education program, then any negative consequences associated with overfunding HSAs or misspending of HSA funds will fall on the Employer. Otherwise, all consequences and tax implications are the responsibility of the employee.
- j. The Employer agrees to provide a payroll slot for HSA contributions. Employees will be permitted to elect a Total Annual HSA Contribution that will then be divided by the number of paychecks to get a per-paycheck contribution. The per-paycheck contribution will be contributed to the HSAs. The amount of the Total Annual HSA contribution election can be changed at any time by the employee and the Employer will change the employee's contribution within two pay periods of the employee's notification. At the time of the changes, the employees will be notified of the current IRS limitations on employee funding into an HSA and be reminded he/she may experience tax consequences if the limits are exceeded.
- k. If any eligible employee participating in the QHDHP does not meet the criteria to qualify for an HSA, as set forth in IRS Publications 969, said employee shall instead be entitled to receive his/her employer contribution in the same amount and under the same terms and conditions set forth in this collective bargaining agreement. If an employee is ineligible to participate in the HSA, the district and association will meet to determine an appropriate remedy for the district to provide an alternative to make the employee whole such that he or she does not suffer any penalty or other adverse consequence on account of his or her ineligibility. An employee will only be provided this alternate option if and only if she/he is not eligible to contribute to an HSA under any one of the following conditions:

- (1) An employee has healthcare coverage through Medicare, or
  - (2) An employee has healthcare coverage through a non-qualified health plan (including a spouse's non-qualified healthcare plan), or
  - (3) An employee has healthcare coverage through an employer-funded FSA or HRA (including a spouse's employer-funded FSA or HRA), or
  - (4) An employee has healthcare coverage through his/her or a spouse's participation in Tri-care, or
  - (5) An employee learns he/she is ineligible for enrollment in a HSA for any other reason.
- i. Dependents, including children, shall be covered for medical, prescription, dental and vision consistent with the law. The employer retains the option to change carriers on an annual basis, provided the District coverage is substantially similar to the plan as outlined above. Before any such change, the District shall advise the Association, in writing, of its intent to make such a change.
- m. To the extent permitted by the carrier of the then current plan, if any, the retired employees of the bargaining unit and their spouse/dependents shall be permitted to retain medical/hospital insurance, dental insurance, vision insurance, and prescription insurance as members of the unit group until Medicare eligible by paying the cost thereof in advance to the employer not less than thirty (30) days before the premium due date. If the employee fails to make payment to the employer by the thirtieth (30<sup>th</sup>) day before the premium due date, the right of the employee (or dependents) to participate will automatically terminate.
- (1) After June 30, 2012, the employer will have no obligation to make available a Medicare Supplemental Insurance Plan for retired employees.
  - (2) Spouses younger in age than the retired employee shall also be permitted to retain medical/hospital insurance, dental insurance, and vision insurance coverage as members of the unit group until Medicare eligible by paying the cost thereof to the employer six months in advance of the premium date. If the employee's spouse fails to make payment to the employer according to such time line, the right of the spouse to participate will automatically terminate.

- n. The Employer shall pay the premium cost of individual, parent-child, husband wife, parent-child and family coverage for each employee, less the applicable per pay contribution as set forth below:

Premium Contribution Amount Per Pay (26 Pays)

<u>Single</u>	<u>Parent-Child</u>	<u>Husband-Wife</u>	<u>Parent-Children</u>	<u>Family</u>
<u>\$28</u>	<u>\$42</u>	<u>\$71</u>	<u>\$42</u>	<u>\$76</u>

Note: In years, in which there are more than 26 pays, the amount above will be prorated based upon the number of pays. For employees who elect lump sum payments, the amounts due for the period of time they will not receive checks will be deducted from their lump sum check.

- o. Spouses who are both employees of the District who also have dependents on the insurance, shall be enrolled in Family coverage. Consequently, they will receive the Family contribution amount to their HSA and pay the Family premium contribution applicable above. Such spouses with dependents enrolled in the Districts insurance shall not be permitted to enroll in both single and parent-child(ren) coverage.
- p. The employer will maintain an IRS Section 125 plan to allow the applicable employee participation payments to be deemed pre-tax deductions and to insure that the incentive payments provided in this section shall not affect the non-taxability status of the medical insurance benefits provided herein. The employer shall continue to provide a limited purpose Flexible Spending Account and a dependent care Flexible Spending Account for employees.
- q. A health care council will be formed by the Board of School Directors. This council will consist of school directors, administration, and professionals from each building as appointed by the SMEA president. They will meet on a quarterly basis to discuss any pertinent health care issues. The Council will annually review available healthcare providers and plans and make mutually agreeable recommendations to the full Board based on fiscal responsibility and plan design.
- r. In the event that a statewide mandatory health plan is implemented, the council will meet to discuss the transition of the District into the plan immediately. If the statewide health plan is not mandatory, in whole or in part, the council will meet to discuss the details of participation by mutual agreement of the parties to the collective bargaining agreement.

- s. No employee of the District may be covered both as an employee and as a dependent, and no dependent may be covered under more than one contract under the District provided health care insurance.
- t. Spousal Exclusion: If the spouse of a bargaining unit member is employed and eligible for medical insurance at his/her own place of employment, regardless of the level of benefits provided and/or the extent of the employee contribution, the spouse of the bargaining unit member will not enroll in the SMSD plan for primary coverage, but they may elect secondary coverage. If such election is made, the bargaining unit member will be charged the amount of either husband/wife category or family category as appropriate. Secondary coverage shall be subject to coordination of benefits described in the SMSD Plan document. For the 2017-2018 school year, if the spouse is excluded completely or maintained only on secondary coverage, SMSD shall pay \$750 to the bargaining unit member, payable in two lump sum installments of \$375, payable on the first pay in December and the first pay in June of the school year. For the 2018-2019 school year, if the spouse is excluded completely or maintained only on secondary coverage, SMSD shall pay \$375 to the bargaining unit member, payable in two lump sum installments of \$187.50, payable on the first pay in December and the first pay in June of the school year. Beginning in the 2019-2020 school year, the employee shall no longer to eligible for any such payment.

OR

If the spouse does have coverage available, the bargaining unit member may obtain primary coverage for such spouse from SMSD. The bargaining unit member may choose to purchase such coverage for the spouse through the school district coverage at the cost of \$3,500 per school year. Payment shall be made by prorated payroll deduction.

Note: The spousal exclusion provisions do not apply to employees who receive monetary stipends in lieu of health insurance.

2. Monetary Stipend in Lieu of Health Insurance:

Employees may annually elect to decline all health insurance benefits. In lieu of multi-party health insurance benefits, the employee will receive the amount of One Thousand Seven Hundred Fifty Dollars (\$1,750), payable in two lump sum installments of \$875, payable on the first pay in December and the first pay in June of the school year. In lieu of single party health insurance benefits, the employee

will receive the amount of Six Hundred Dollars (\$600), payable in two lump sum installments of \$300, payable on the first pay in December and the first pay in June of the school year.

In the event 15 or more bargaining unit members (does not include long term substitutes) notify the Business Administrator in writing by June 15<sup>th</sup> each year (of his or her decision to decline all health insurance benefits, those 15 or more members shall receive the increased payments explained below. At the request of the Association, the District will provide updated information regarding the number of bargaining unit members who have declined all health insurance benefits. In lieu of multi-party health insurance benefits, the member will receive the amount of Three Thousand Five Hundred Dollars (\$3,500), payable in two lump sum installments of \$1,750, payable on the first pay in December and the first pay in June of the school year. In lieu of single party health insurance benefits, the member will receive the amount of One Thousand Seven Hundred and Fifty Dollars (\$1,750), payable in two lump sum installments of \$875, payable on the first pay in December and the first pay in June of the school year. Those employees who decline coverage must provide proof of health insurance by a carrier of their choice. Employees electing this option must confirm their decision to decline health insurance benefits by notifying the Business Administrator by July 1<sup>st</sup> each year. New employees electing this option shall notify the Business Administrator at the time of employment.

Employees who elect to decline all health insurance benefits will be allowed to re-elect District provided coverage only under the condition that a “change in status” has occurred as defined below:

- i. Marriage or divorce of employee;
- ii. Death of the employee’s spouse or dependent;
- iii. Birth or Adoption of the employee’s or spouse’s dependent;
- iv. Commencement or termination of employment of the employee’s spouse;
- v. Spousal status change from full-time to part-time employment;
- vi. Commencement of an unpaid leave of absence taken by the employee or the employee’s spouse;
- vii. Significant change in the health coverage of the employee or spouse attributable to the spouse’s employment; or
- viii. Extenuating circumstances that affect the employee’s other insurance coverage status that are not covered in items listed above in i through viii.



Only under these circumstances shall the employee be permitted to re-enroll in the District provided medical insurance program on the first of the month subsequent to the “change in status” listed above. These employees must notify the Business Administrator of their intent to enroll by the first of the month that coverage is to commence. The employee shall receive a “prorated” payment for the months they were not enrolled in the program.

3. Disability Income Insurance

- a. The employer shall provide a long-term disability insurance program covering each full-time employee with a benefit level equal to fifty (50) per cent of the employee’s salary to a maximum of \$3,000 per month. The waiting period for this insurance shall be 60 calendar days, or the expiration of accumulated sick leave, whichever is longer.
- b. Coverage in excess of the benefit level outlined in (a) above may be purchased at the expense of any covered employee.

4. Life Insurance

The employer will pay the premium for group term life insurance covering each professional employee in the amount of one (1) times the employee’s salary rounded to the next higher thousand dollars, for each such employee. Said insurance will contain accidental death and dismemberment benefits.

5. Dental Insurance

The employer will pay the premium for a dental insurance plan covering each full time employee, their spouse, and eligible dependents, as stipulated in the provider agreement, and as highlighted below. Eligible dependents include children to age nineteen (19) or children who are full time students up to age twenty-three (23) for dental insurance. The provider agreement will govern specific details of coverage.

Benefit Period

The benefit period will begin November 1 of any given year and will end on October 31 of the following year. The maximum benefit per contract year per covered individual shall be \$2,500. The orthodontic maximum shall be \$1,500 per lifetime per eligible patient.

The plan will provide payment for the following benefits as described below:

<u>Benefit</u>	<u>Employee Benefit</u>	<u>Dependent Benefit</u>
Diagnostic	100%	100%
Preventive	100%	100%
Basic Restorative	100%	100%
Major Restorative	100%	85%
Oral Surgery	85%	85%
Endodontic	85%	85%
Periodontic	85%	85%
Prosthodontic	85%	85%
Orthodontic	50%	85%

6. Vision Insurance

The employer will pay the premium for a vision insurance plan covering each full time employee, their spouse, and eligible dependents, as stipulated in the provider agreement, and as highlighted below. The provider agreement will govern specific details of coverage:

Benefit Period

The benefit period will include payment for an eye examination and refraction once every 24 months for members 19 years of age and older, and once every 12 months for members under 19 years of age. Every member, regardless of age, is limited to benefits for one set of frames or contact lenses in any 24 month period.

The following In-Network coverage applies: 100% eye examination and refraction; 100% frame cost up to \$60 retail; 100% eyeglass lenses per pair of standard lenses, single vision, bifocal, trifocal, and aphakic/lenticular; 10% over standard lenses for specialty lenses such as photochromatic, polycarbonate or progressive no line bifocals; 100% contact lens evaluation and fitting for daily and extended wear; 100% contact lenses per pair of standard hard/soft daily wear spherical; 100% up to \$70 for specialty contact lenses (including but not limited to extended wear, hard/soft bifocal, gas permeable); 100% up to \$75 for disposables (throughout the benefit period); 10% discount on lens options (tints, coatings, vision care supplies); additional eyewear and examinations (excluding disposable contacts) are paid by insured at the out-of-network reimbursement which is accepted as payment in full for all standard products.

The following Out-Of-Network reimbursements apply: \$32 for eye examination and refraction; \$24 for frames; eyeglass lenses per pair of standard lenses are reimbursed at \$24 for single vision, \$36 for bifocal, \$46 for trifocal, \$72 for aphakic/lenticular; specialty lenses are reimbursed as previously stated, except for progressive lenses which are reimbursed at \$41; contact lens evaluation and fitting are reimbursed at \$20 for daily wear and \$30 for extended wear; contact lenses are reimbursed per pair of standard (hard/soft daily wear spherical) at \$48, per pair of specialty (including but not limited to extended wear, hard/soft bifocal, gas permeable) at \$48, and per pair of disposables (unlimited lenses) at \$75; lens options (tints, coatings, vision care supplies) and additional eyewear and examinations (excluding disposable contacts) are not reimbursed out-of-network.

B. Retirement

Provided an employee has submitted to the District a letter of resignation for purposes of retirement, with an effective date prior to the start of the next school year, on or before March 1<sup>st</sup>, said employee shall be entitled to the below payment if he/she meets all other stated requirements. The employee's letter of resignation will be accepted by the Board at the next Board meeting. The resignation will be irrevocable after accepted by the Board.

Upon retirement, a full-time employee having served the District for a period of at least ten (10) years will be entitled to a payment based on the balance of accumulated sick leave as follows: one-half of the accumulated sick leave days multiplied by one hundred dollars (\$100), but in no event to exceed fourteen thousand dollars (\$14,000). All payments to eligible employees will be made as a non-elective Employer contribution to the employee's 403(b) retirement program up to the applicable 415(c) contribution limit for the year. Any remaining amounts shall be paid in each subsequent year up to the annual 415(c) contribution limits until the entire benefit is paid, except that no amounts may be contributed by the District after the end of the fifth year following the year which the employee separated service with the District. The employee shall receive no cash option as payment.

C. Reimbursement for Credits

Any full-time teacher currently enrolled at the time of ratification of the 2017 – 2020 contract in a program for which he/she is receiving reimbursement at one hundred per cent (100%) of Penn State University, University Park shall be grandfathered at this higher rate. A full-time teacher shall receive one hundred per cent (100%) tuition reimbursement

for a course at a State System of Higher Education University. At any other accredited institution, reimbursement will be up to 100% of the current per credit cost of Shippensburg University.

1. Courses shall meet at least one of the following criteria:
  - a. The course should be part of the accredited graduate program in the field of certification in which the employee is assigned.
  - b. Credit reimbursement shall apply to only those credits leading to permanent certification and/or the first Master's degree. Credits beyond the first Master's degree shall not qualify for reimbursement except as provided for in 1.c. following.
  - c. The course could be requested by the staff or the administration on the basis that they would be of value to the South Middleton School District (permission must be granted by the Superintendent).
2. A grade of "A" or "B" or "PASS", when Pass-Fail is mandatory, shall be shown by an official transcript or grade slip.
3. Not more than eighteen (18) credits per year are reimbursable or not more than six (6) credits shall have been taken during the professional employee contract days.
4. The request for payment shall be submitted at the first eligible payment period following completion of the course. These requests must be submitted to the business office prior to the 25th day of the month for payment in the following month. A receipted tuition bill shall be provided as evidence of courses paid.
5. The district will pay the difference in the cost of courses up to the amount provided in the Agreement when subsidized by a fellowship grant, or other financial assistance program.
6. The employee shall have received preapproval for reimbursement by the signature of the superintendent or his/her designee prior to enrollment on the form provided for that purpose.
7. The teacher must be a full-time professional employee who has satisfactorily completed one full year in the South Middleton School District and has been employed and returned to the District for the school year following the completion of the credits for which reimbursement is sought.
8. Upon presentation of proof that course work has been completed, the employee shall immediately be advanced to the proper column of the salary schedule. Payment at the new rate shall begin with the next pay date.

9. Should an employee voluntarily leave the employ of this school district within a two (2) year period following reimbursement, said employee shall repay to this school district at a rate of  $\frac{1}{2}$  of the cost per credit reimbursed, multiplied by the number of credits, multiplied by the number of years remaining in a two year period. "Voluntarily leave the employ" would be defined as leaving to seek employment elsewhere in education or outside the educational profession.

D. Service Increment (Longevity)

Only those years of professional employment in the South Middleton School District shall be counted toward longevity. Existing professional employees are grandfathered under the appropriate provision with no decrease in levels.

Tier I: Employees Hired Before 1985-1986

Professional employees initially employed by the Employer prior to 1985-1986 will continue to receive the annual payments as follows:

\$400 each year in the 16th through 20th years of professional employment;

\$600 each year in the 21st through 25th years of professional employment;

\$800 each year in the 26th through 30th years of professional employment;

\$1,000 each year in the 31st year of professional employment and beyond.

Tier II: Employees Hired from July 1, 1985 through June 30, 2000

Professional employees initially employed by the Employer on or after July 1, 1985, but before July 1, 2000, shall be eligible for a one-time Service Increment as follows:

\$1,000 in the 16th year of professional employment;

\$1,500 in the 21st year of professional employment;

\$2,000 in the 26th year of professional employment;

\$2,500 in the 31st, 36th, 41st, and 46th years of professional employment.

Tier III: Employees Hired After July 1, 2000

Professional employees initially employed by the Employer after July 1, 2000 shall not be entitled to any Service Increment (Longevity) benefits.

E. Savings Bonds Payroll Deduction

The Board will make available through payroll deductions the payroll savings plan for those employees wishing to purchase Series Savings Bonds.

F. Mileage Reimbursement

All Teachers required to use their personal vehicle in the course of employment, with the written approval of the teacher's building principal, shall be reimbursed a mileage allowance at the rate per actual mile as published by the Internal Revenue Service as the allowed standard flat rate for business expense deduction purposes.

G. Mandatory Direct Deposit

The professional staff at South Middleton School District will be required to participate in direct deposit of all contractual and extra duty payments.

H. Payment Options

The professional staff at South Middleton School District will have the option of receiving their pay over a twelve month period in equal installments of the full amount of the salary, or over a ten month period with pay based on equal installments of the salary spread over twelve months for the first nineteen pays and a lump sum payment of the remaining salary owed for the twentieth pay. Each employee shall make a written election on a form available from the District office on which option they choose prior to August 31 each year or within two weeks of being hired, whichever is later. Those employees failing to make a written election will be deemed to have elected to be paid equally over a twelve month period.

## **ARTICLE XI**

### **HOURS OF WORK AND THE TEACHER CONTRACT YEAR**

A. Days, Hours, and Assignments

1. The employee work year shall consist of one hundred eighty-nine (189) days.
2. A day before students begin school (not to be scheduled as an isolated work day during the summer) shall be a day during which employees will be permitted to engage in uninterrupted, self-directed work in preparation for the arrival of students.
3. The school day shall not exceed eight (8) hours, with a minimum thirty (30) minutes duty free lunch period. The working day shall include all normal school activities. Starting and closing times for the school day shall be established by the administration.

**ARTICLE XII**  
**NO STRIKE PROVISION**

Both parties agree to abide faithfully by the provisions of the Pennsylvania Public Employee Relations Act, Act 195. As a condition of the various provisions of the Agreement to which the parties have agreed, the Association agrees 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.

**ARTICLE XIII**  
**SALARIES**

- A. The parties agree that the annual salaries to be effective by this agreement are set forth in Salary Schedules marked "Appendix A" attached hereto and made a part hereof.

For the 2017-2018 school year, total dollars equal to three percent (3.0%) average increase as set forth in the schedules found in Appendix A. Employees shall not receive step movement in this year and shall be positioned on the salary schedule pursuant to the attached step placement chart. .

For the 2018-2019 school year, total dollars equal to two and eight tenths percent (2.8%) average increase as set forth in the schedules found in Appendix A. Pursuant to the attached step placement chart and salary schedule, all employees shall receive step movement.

For the 2019-2020 school year, total dollars equal to two and six tenths percent (2.6%) average increase as set forth in the schedules found in Appendix A. Pursuant to the attached step placement chart and salary schedule, all employees shall receive step movement.

- B. National Board for Professional Teaching Standards

Any professional employee who earns National Teacher certification through the National Board for Professional Teaching Standards will receive, in addition to any other salary and benefits considerations, an amount of \$1,500 every fiscal year. This amount will be paid in September following the fiscal year in which the teacher earns said certification, upon the submission of acceptable documentation to the District Superintendent. This compensation will not be included as part of the base salary. The amount will continue to be paid to the employee on an annual basis during the term of this Agreement as long as

he/she maintains his/her National Board for Professional Teaching Standards certification and receives satisfactory evaluations as a properly-certified teacher in the South Middleton School District.

**ARTICLE XIV  
DURATION OF AGREEMENT**

A. Duration Period

This Agreement shall be effective as of July 1, 2017, and shall continue in effect until June 30, 2020 (date of expiration). This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. Implementation

The wage increases reflected in the salary schedules shall be effective retroactively for the 2017-2018 school year. All retroactive monies shall be paid as soon as reasonably possible but in no circumstances later than two (2) pay period following ratification of this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**ARTICLE XV  
STATEMENT OF PHILOSOPHY**

Because class size is an important aspect of an effective educational program, the Board and the Association agree that a low ratio of students to the individual classroom teacher is important to the fulfillment of the purpose of the South Middleton School District. The parties further agree that class size should be adjusted when and where feasible to permit maximum learning to occur.



**ARTICLE XVI**  
**EXTRA CURRICULAR ACTIVITIES**

On an annual basis, a committee comprised of no less than two (2) Board members, one (1) Administrator and three (3) representatives appointed by the Association, shall meet to discuss the compensation paid for extracurricular (non-athletic positions) and extra duty activities and to discuss activities that occur for which compensation is not paid to the position. The committee shall take into consideration the job responsibilities of each position and the compensation paid to comparable positions in the surrounding school districts. The committee will make annual recommendations to the Board regarding compensation adjustments. Following the Board's determination of the compensation, the extracurricular (non-athletic) and extra duty activities and payment for the same shall become an addendum to this contract. This addendum shall be prepared and added to the contract no later than July 15, preceding each school year. The Board, at its discretion, may discontinue any activity during the term of this addendum and/or addendums, with the salary being prorated for the amount of time the program is in effect.

Exceptions: For the duration of this agreement, the per hour payment for items listed below will be \$40.00.

1. Homebound Instruction
2. Extended School Year (ESY)
3. District mandated tutoring
4. Attendance at District requested training sessions over and above the number of work days contained in the contract
5. Attendance at IEP meetings, if the parent's schedule necessitates an IEP meeting to be scheduled beyond the contractual day. The teacher is entitled to request compensation in quarter hour increments per meeting.

Curriculum writing will be compensated at an amount of four hundred fifty dollars (\$450) per new planned curriculum guide and two hundred fifty dollars (\$250) per planned curriculum guide rewrite.

Summer school compensation will be fixed at a rate not less than \$24.00 per hour with the rate to be fixed by the Board no later than the second board meeting in March of each school year preceding summer school.

**SOUTH MIDDLETON EDUCATION ASSOCIATION**

By \_\_\_\_\_

President

ATTEST;

By \_\_\_\_\_

Secretary

**SOUTH MIDDLETON BOARD OF SCHOOL DIRECTORS**

By \_\_\_\_\_

President

ATTEST;

By \_\_\_\_\_

Secretary

**Appendix A**

**South Middleton School District  
2017-2018 (Yr 1)  
Salary Schedule**

<b>To Top</b>	<b>Steps</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>18</b>	<b>1</b>	47,576	50,651	52,151	53,651	55,151	56,651
<b>17</b>	<b>2</b>	47,953	51,028	52,528	54,028	55,528	57,028
<b>16</b>	<b>3</b>	48,330	51,405	52,905	54,405	55,905	57,405
<b>15</b>	<b>4</b>	48,707	51,782	53,282	54,782	56,282	57,782
<b>14</b>	<b>5</b>	49,414	52,489	53,989	55,489	56,989	58,489
<b>13</b>	<b>6</b>	50,121	53,196	54,696	56,196	57,696	59,196
<b>12</b>	<b>7</b>	50,828	53,903	55,403	56,903	58,403	59,903
<b>11</b>	<b>8</b>	51,535	54,610	56,110	57,610	59,110	60,610
<b>10</b>	<b>9</b>	52,242	55,317	56,817	58,317	59,817	61,317
<b>9</b>	<b>10</b>	52,949	56,024	57,524	59,024	60,524	62,024
<b>8</b>	<b>11</b>	53,656	56,731	58,231	59,731	61,231	62,731
<b>7</b>	<b>12</b>	55,406	58,481	59,981	61,481	62,981	64,481
<b>6</b>	<b>13</b>	57,606	60,681	62,181	63,681	65,181	66,681
<b>5</b>	<b>14</b>	59,856	62,931	64,431	65,931	67,431	68,931
<b>4</b>	<b>15</b>	62,106	65,181	66,681	68,181	69,681	71,181
<b>3</b>	<b>16</b>	64,356	67,431	68,931	70,431	71,931	73,431
<b>2</b>	<b>17</b>	66,656	69,731	71,231	72,731	74,231	75,731
<b>1</b>	<b>18</b>	69,056	72,131	73,631	75,131	76,631	78,131
<b>Top</b>	<b>19</b>	71,456	74,531	76,031	77,531	79,031	80,531

**South Middleton School District  
2018-2019 (Yr 2)  
Salary Schedule**

<b>To Top</b>	<b>Steps</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
<b>18</b>	<b>1</b>	48,428	51,593	53,093	54,593	56,093	57,593
<b>17</b>	<b>2</b>	48,805	51,970	53,470	54,970	56,470	57,970
<b>16</b>	<b>3</b>	49,182	52,347	53,847	55,347	56,847	58,347
<b>15</b>	<b>4</b>	49,559	52,724	54,224	55,724	57,224	58,724
<b>14</b>	<b>5</b>	50,266	53,431	54,931	56,431	57,931	59,431
<b>13</b>	<b>6</b>	50,973	54,138	55,638	57,138	58,638	60,138
<b>12</b>	<b>7</b>	51,680	54,845	56,345	57,845	59,345	60,845
<b>11</b>	<b>8</b>	52,387	55,552	57,052	58,552	60,052	61,552
<b>10</b>	<b>9</b>	53,094	56,259	57,759	59,259	60,759	62,259
<b>9</b>	<b>10</b>	53,801	56,966	58,466	59,966	61,466	62,966
<b>8</b>	<b>11</b>	54,508	57,673	59,173	60,673	62,173	63,673
<b>7</b>	<b>12</b>	56,258	59,423	60,923	62,423	63,923	65,423
<b>6</b>	<b>13</b>	58,458	61,623	63,123	64,623	66,123	67,623
<b>5</b>	<b>14</b>	60,658	63,823	65,323	66,823	68,323	69,823
<b>4</b>	<b>15</b>	62,858	66,023	67,523	69,023	70,523	72,023
<b>3</b>	<b>16</b>	65,058	68,223	69,723	71,223	72,723	74,223
<b>2</b>	<b>17</b>	67,358	70,523	72,023	73,523	75,023	76,523
<b>1</b>	<b>18</b>	69,658	72,823	74,323	75,823	77,323	78,823
<b>Top</b>	<b>19</b>	71,958	75,123	76,623	78,123	79,623	81,123

**South Middleton School District  
2019-2020 (Yr 3)  
Salary Schedule**

<b>To Top</b>	<b>Steps</b>	<b>B</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+45</b>	<b>M+60</b>
18	1	49,220	52,385	53,885	55,385	56,885	58,385
17	2	49,597	52,762	54,262	55,762	57,262	58,762
16	3	49,974	53,139	54,639	56,139	57,639	59,139
15	4	50,351	53,516	55,016	56,516	58,016	59,516
14	5	51,058	54,223	55,723	57,223	58,723	60,223
13	6	51,765	54,930	56,430	57,930	59,430	60,930
12	7	52,472	55,637	57,137	58,637	60,137	61,637
11	8	53,179	56,344	57,844	59,344	60,844	62,344
10	9	53,886	57,051	58,551	60,051	61,551	63,051
9	10	54,593	57,758	59,258	60,758	62,258	63,758
8	11	55,300	58,465	59,965	61,465	62,965	64,465
7	12	57,050	60,215	61,715	63,215	64,715	66,215
6	13	59,250	62,415	63,915	65,415	66,915	68,415
5	14	61,450	64,615	66,115	67,615	69,115	70,615
4	15	63,650	66,815	68,315	69,815	71,315	72,815
3	16	65,850	69,015	70,515	72,015	73,515	75,015
2	17	68,050	71,215	72,715	74,215	75,715	77,215
1	18	70,250	73,415	74,915	76,415	77,915	79,415
<b>Top</b>	<b>19</b>	<b>72,450</b>	<b>75,615</b>	<b>77,115</b>	<b>78,615</b>	<b>80,115</b>	<b>81,615</b>

**South Middleton Salary Schedule Step Movement Chart  
From Each Step in 2016-2017 to Each Step in 2019-2020**

2016-2017		2017-2018		2018-2019		2019-2020	
Step	To Top	Step	To Top	Step	To Top	Step	To Top
						1	18
				1	18	2	17
1	22	1	18	2	17	3	16
2	21	1	18	2	17	3	16
3	20	2	17	3	16	4	15
4	19	2	17	3	16	4	15
5	18	3	16	4	15	5	14
6	17	3	16	4	15	5	14
7	16	4	15	5	14	6	13
8	15	4	15	5	14	6	13
9	14	5	14	6	13	7	12
10	13	6	13	7	12	8	11
11	12	7	12	8	11	9	10
12	11	8	11	9	10	10	9
13	10	9	10	10	9	11	8
14	9	10	9	11	8	12	7
15	8	11	8	12	7	13	6
16	7	12	7	13	6	14	5
17	6	13	6	14	5	15	4
18	5	14	5	15	4	16	3
19	4	15	4	16	3	17	2
20	3	16	3	17	2	18	1
21	2	17	2	18	1	19	Top
22	1	18	1	19	Top	19	Top
23	Top	19	Top	19	Top	19	Top

**To track your movement through the schedule toward the Top Step, find your step in the 2016-2017 (Base Year) year and then move horizontally across the columns to see which steps you will move to.**

Appendix B



**South Middleton School District – Non-Qualified HDHP Plan w/HRA**  
**Teacher Group Numbers: 025651-96, -97, -98, and -99**

On the chart below, you'll see what your plan pays for specific services. You may be responsible for a facility fee, clinic charge or similar fee or charge (in addition to any professional fees) if your office visit or service is provided at a location that qualifies as a hospital department or a satellite building of a hospital.

Benefit	Network	Out-of-Network
<b>General Provisions</b>		
Benefit Period(1)	Contract Year	
Deductible (per benefit period) (non-embedded)		
Employee Only Plan	\$1,500	
Family Plan	\$3,000	
Plan Pays – payment based on the plan allowance	100% after deductible	80% after deductible
Out-of-Pocket Limit (Includes prescription drug expenses, coinsurance and copay. Once met, plan pays 100% coinsurance for the rest of the benefit period) (embedded)		
Employee Only Plan	\$5,050	\$3,000
Family Plan	\$10,100	\$6,000
Total Maximum Out-of-Pocket (Includes deductible, coinsurance, copays, prescription drug cost sharing and other qualified medical expenses, Network only) (2) Once met, the plan pays 100% of covered services for the rest of the benefit period.		
Employee Only Plan (embedded)	\$6,550	Not Applicable
Family Plan	\$13,100	Not Applicable
<b>Office/Clinic/Urgent Care Visits</b>		
Retail Clinic Visits & Virtual Visits	\$15 copay after deductible	80% after deductible
Primary Care Provider Office Visits & Virtual Visits	\$15 copay after deductible	80% after deductible
Specialist Office & Virtual Visits	\$15 copay after deductible	80% after deductible
Virtual Visit Originating Site Fee	100% after deductible	80% after deductible
Urgent Care Center Visits	\$15 copay after deductible	80% after deductible
Telemedicine Services (3)	100% after deductible	Not Covered
<b>Preventive Care(4)</b>		
Routine Adult Physical exams	100% (deductible does not apply)	80% after deductible
Adult immunizations	100% (deductible does not apply)	80% after deductible
Routine gynecological exams, including a Pap Test	100% (deductible does not apply)	80% (deductible does not apply)
Mammograms, annual routine	100% (deductible does not apply)	80% after deductible
Mammograms, medically necessary	100% after deductible	80% after deductible
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
Routine Pediatric Physical exams	100% (deductible does not apply)	80% after deductible
Pediatric immunizations	100% (deductible does not apply)	80% (deductible does not apply)
Diagnostic services and procedures	100% (deductible does not apply)	80% after deductible
<b>Hospital and Medical/Surgical Expenses (including maternity)</b>		
Hospital Inpatient	100% after deductible	80% after deductible
Hospital Outpatient	100% after deductible	80% after deductible
Maternity (non-preventive facility & professional services) including dependent daughter	100% after deductible	80% after deductible
Medical Care (including inpatient visits and consultations)/Surgical Expenses – excludes neonatal circumcision	100% after deductible	80% after deductible
<b>Emergency Services</b>		
Emergency Room Services	100% after \$50 copay after network deductible (waived if admitted)	
Ambulance – Emergency	100% after network deductible	
Ambulance – Non-Emergency	100% after deductible	80% after deductible
<b>Therapy and Rehabilitation Services</b>		
Physical Medicine	\$15 copay after deductible	80% after deductible
Respiratory Therapy	100% after deductible	80% after deductible
Speech & Occupational Therapy	\$15 copay after deductible	80% after deductible
	Limit: 12 visits per therapy/benefit period	
Spinal Manipulations	\$15 copay after deductible	80% after deductible

Benefit	Network	Out-of-Network
Other Therapy Services (Cardiac Rehab, Infusion Therapy, Chemotherapy, Radiation Therapy and Dialysis)	100% after deductible	80% after deductible

Benefit	Network	Out-of-Network
<b>Mental Health/Substance Abuse</b>		
Inpatient Mental Health Services	100% after deductible	80% after deductible
Inpatient Detoxification / Rehabilitation	100% after deductible	80% after deductible
Outpatient Mental Health Services (includes virtual behavioral health visits)	100% after deductible	80% after deductible
Outpatient Substance Abuse Services	100% after deductible	80% after deductible
<b>Other Services</b>		
Allergy Extracts and Injections	100% after deductible	80% after deductible
Autism Spectrum Disorder including Applied Behavior Analysis (5)	100% after deductible	80% after deductible
Assisted Fertilization Procedures	Not Covered	Not Covered
Dental Services Related to Accidental Injury	Not Covered	Not Covered
Diagnostic Services Advanced Imaging (MRI, CAT, PET scan, etc.)	100% after deductible	80% after deductible
Basic Diagnostic Services (standard imaging, diagnostic medical, lab/pathology, allergy testing)	100% after deductible	80% after deductible
Durable Medical Equipment, Orthotics and Prosthetics	100% after deductible	80% after deductible
Home Health Care	100% after deductible	80% after deductible
Limit: 90 visits/benefit period		
Hospice	100% after deductible	80% after deductible
Infertility Counseling, Testing and Treatment (6)	100% after deductible	80% after deductible
Private Duty Nursing	100% after deductible	80% after deductible
Limit: 240 hours/benefit period		
Skilled Nursing Facility Care	100% after deductible	80% after deductible
Transplant Services	100% after deductible	80% after deductible
Precertification Requirements(7)	Yes	
<b>Prescription Drugs</b>		
Prescription Drug Deductible Individual Family	Integrated with medical deductible Integrated with medical deductible	
Prescription Drug Program (8) Soft Mandatory Generic Defined by the National Pharmacy Network - Not Physician Network. Prescriptions filled at a non-network pharmacy are not covered.  Your plan uses the Comprehensive Formulary with an Open Benefit Design.	<b>Retail Drugs (31/60/90-day Supply)</b> \$15 / \$30 / \$45 generic copay after deductible \$20 / \$40 / \$60 brand copay after deductible  <b>Maintenance Drugs through Mail Order (90-day Supply)</b> \$30 generic copay after deductible \$30 brand copay after deductible	

This is not a contract. This benefits summary presents plan highlights only. Please refer to the policy/ plan documents, as limitations and exclusions apply. The policy/ plan documents control in the event of a conflict with this benefits summary.

- (1) Your group's benefit period is based on a Contract Year which is July 1 – June 30.
- (2) The Network Total Maximum Out-of-Pocket (TMOOP) is mandated by the federal government. TMOOP must include deductible, coinsurance, copays, prescription drug cost share and any qualified medical expense.
- (3) Services are provided for acute care for minor illnesses. Services must be performed by a Highmark approved telemedicine provider. Virtual Behavioral Health visits provided by a Highmark approved telemedicine provider are eligible under the Outpatient Mental Health benefit.
- (4) Services are limited to those listed on the Highmark Preventive Schedule (Women's Health Preventive Schedule may apply).
- (5) Coverage for eligible members to age 21. Services will be paid according to the benefit category (e.g. speech therapy). Treatment for autism spectrum disorders does not reduce visit/day limits.
- (6) Treatment includes coverage for the correction of a physical or medical problem associated with infertility. Infertility drug therapy may or may not be covered depending on your group's prescription drug program.
- (7) Highmark Medical Management & Policy (MM&P) must be contacted prior to a planned inpatient admission or within 48 hours of an emergency or maternity-related inpatient admission. Be sure to verify that your provider is contacting MM&P for precertification. If this does not occur and it is later determined that all or part of the inpatient stay was not medically necessary or appropriate, you will be responsible for payment of any costs not covered.
- (8) At a retail or mail-order pharmacy, if your deductible has not been met, you pay the entire cost for your prescription drug at the discounted rate Highmark has negotiated. The amount you paid for your prescription will be applied to your deductible. If your deductible has been met, you will only pay any member responsibility based on the benefit level indicated above. You will pay this amount at the pharmacy when you have your prescription filled. The Highmark formulary is an extensive list of Food and Drug Administration (FDA) approved prescription drugs selected for their quality, safety and effectiveness. The formulary was developed by Highmark Pharmacy Services and approved by the Highmark Pharmacy and Therapeutics Committee made up of clinical pharmacists and physicians. All plan formularies include products in every major therapeutic category. Plan formularies vary by the number of different drugs they cover and in the cost-sharing requirements. This formulary covers all FDA-approved generic and brand-name drugs.