



# AGREEMENT

BETWEEN

PENNSBURY  
SCHOOL DISTRICT

AND

PENNSBURY  
EDUCATION  
ASSOCIATION

2024 – 2031

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## **ARTICLE 1. RECOGNITION**

- Section 1. The Board of School Directors (the "Board") of the Pennsbury School District (the "District") hereby recognizes the Pennsbury Education Association (the "Association") as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.
- Section 2. In a subdivision of the employer unit comprised of approximately 750 full-time employees under contracts whose duties require Instructional Certificate and/or Educational Specialist Certificate issued by the Pennsylvania Department of Education (pursuant to existing agreement dated April 3, 1969,) excluding Central Office Administrators, Building Principals, Assistant Principals, First-Level Supervisors, Supervisors, Acting Administrators, and Confidential Employees as defined in the Act.
- Section 3. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated January 20, 1972 (as stated above), Long-Term Substitutes, to the extent that Long-Term Substitutes are recognized in **ARTICLE 42. SUBSTITUTES** herein, ESL Teachers, Title I Teachers, PAT Teachers, and Technology Coaches.

## **ARTICLE 2. SEPARABILITY**

If any clause, sentence, paragraph or part of this Agreement, or the application thereof to any person(s) or circumstances, shall, for any reason, be adjudged by a court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this Agreement and the application of such provision to other person(s) or circumstances where such other person(s) or circumstances are clearly not affected by the judgment, and shall be confined in its operation to the clause, sentence, paragraph or part thereof, directly involved in the controversy in which such judgment shall have been rendered.

## **ARTICLE 3. CONSTRUCTION**

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provision of the School Code or any other statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

## **ARTICLE 4. VESTED BOARD AUTHORITY**

- Section 1. The Board shall at all times exercise its exclusive authority to establish policy in all matters relative to the proper conduct of the public schools within its jurisdiction. All policies must promote effective and efficient educational programs.

Section 2. The operation and management of the District and the directions of its staff are vested in the Board in accordance with the Pennsylvania School Code. In accordance with the Pennsylvania School Code, the Board has, among other things, the right to operate the District, to direct the working force, to select its supervisory personnel, to hire new Bargaining Unit Members, to assign work and to discharge Bargaining Unit Members for cause.

## **ARTICLE 5. SCHOOL YEAR**

Section 1. The school year shall consist of 190 work days as follows:

- A. Pupil Days. No more than 182 pupil days. If the school year is reduced below the designated number of pupil days by snow or emergency days, additional pupil days may be added to bring the total to designated number of pupil days.
- B. Grade Days. Three (3) other teacher days shall be scheduled as follows: one (1) immediately following the last day of the first, second and third marking periods. These days will be used within District buildings for grade level, department or faculty meetings and for completing grades for the marking period. Any combination of grade level, department and/or faculty meetings will be limited to a total of one (1) hour.
- C. Joint Workshop Day. The Administration and the Association shall schedule one (1) teacher day as part of the District calendar creation process. This day may be scheduled before, during, or after the school term. Use of the additional day will be determined jointly by the District and the Association. "Determined jointly" means that the District and Association may collaborate on the use of a whole day, or that the District and Association may elect to each determine the use of one-half (1/2) of the day.
- D. Other Non-Pupil Days. Six (6) remaining teacher days shall be scheduled for workshops as part of the District's calendar creation process, and they shall be non-pupil days whose use shall be used as outlined below:
  - 1. One (1) day will be used prior to the opening of school for classroom and curriculum preparation,
  - 2. Two (2) days will be used prior to the opening of school as determined by the District Administration,
  - 3. One (1) day will be used prior to the opening of school for collaboration in grade-level teams and departments,
  - 4. At least two (2) days will be used during the school year as determined by the District Administration
  - 5. The last three (3) pupil days will be scheduled for half-day pupil release at all levels to allow members to prepare for the closing of schools and other responsibilities as determined by the District Administration.
- E. Defined Pupil Days and Closures.

1. Thanksgiving Monday will be a pupil day.
2. Tuesday following President's Day will be a pupil day,
3. Easter Monday will be a District closure.

F. Last Day of School for Students and Bargaining Unit Members. For school years 2024-2025, 2025-2026, 2026-2027, the last teacher day will be the same date on the calendar as the last student day.

G. Work Year for Teachers on Special Assignment (Including but not limited to Instructional Coach, MTSS Coordinator, Instructional Technology Specialist). During the time between the close of one school year and the start of the next school term, Bargaining Unit Members who fill the position of Teacher on Special Assignment may be required to work. Each day worked prior to the start of a new school year entitles these Bargaining Unit Members with one day of Compensation Time.

Teachers on Special Assignment may be required to work up to but no more than fifteen (15) days.

The number of required work days will be determined by the administration by May 31 of each year. Compensation Time used during the school term must be used in alignment with **ARTICLE 18. ABSENCE POLICY, Section 5. Personal Leave, Paragraph B. & the first Paragraph of ARTICLE 18, Section 5, Paragraph D.** of this collective bargaining agreement.

Compensation days may not be used consecutively with personal leave days. No more than five (5) days of Compensation Time may be used consecutively.

Compensation Time earned during the preceding summer, will expire on the last teacher day of each school year. For example, compensation Time earned during the summer of 2024 will expire on the last day of the 2024-2025 school year. Bargaining Unit Members will not be entitled to carry-over unused days at the end of each school year.

For purposes of **this Section**, Compensation Time shall be defined as time off work during the school year for service rendered between school years as described above. If a Teacher on Special Assignment severs employment with the district for any reason prior to using all accumulated Compensation Time, the Bargaining Unit Member shall receive equal compensation for the time worked.

Section 2. Calendar Committee. A committee shall be established to develop and advise the Board on the structure of the school calendar. This committee shall only be advisory, and the Board is not bound by its recommendations. The committee shall consist of the Superintendent or his/her designee, any representatives of the District as designated by the Board, a representative from the Bargaining Unit from each school level in the District (elementary, middle, and high school), representatives of any other bargaining units of the District, and any other members as determined in the Board's sole discretion that would aid in the development of a calendar. Participation in this committee for bargaining unit representatives shall be voluntary.

## **ARTICLE 6. NORMAL WORK DAY**

Section 1. The Bargaining Unit Member's normal work day shall consist of seven and one-half (7-½) hours exclusive of before or after school meeting times, Monday through Friday. Included in this time frame will be a thirty (30) minute duty-free lunch period.

Section 2. Effective with the 2006-2007 School Year, the student instructional day shall be increased by ten (10) minutes at each building level. The ten (10) minutes will be added to student schedules and will be part of the teachers' 7-½ hour workday. The Superintendent will issue a memorandum at the beginning of each year delineating starting and finishing times of each work day for each level (elementary, middle and high schools).

Section 3. Bargaining Unit Members shall be available to parents and students for consultation after the last regularly scheduled class and as may be necessary after the normal work day. Such consultations and conferences are recognized as a professional responsibility and shall be encouraged by the Association. Such consultations shall be held at a time that is mutually agreed upon by both the Bargaining Unit Member and the parents/students.

Section 4. If a building has scheduled marking period conferences for evening hours, such time will be considered part of the normal work day as defined in **Sections 1 and 2 of this Article**, and the daytime schedule on that day or an adjacent conference day will be reduced accordingly.

Section 5. No Bargaining Unit Member shall be assigned cafeteria duty, noon recess duty or recess duty that results from noon recess being changed to another time during the day.

Section 6. Different work schedules may be established on a District-wide basis for special job categories.

Section 7. Building level meetings will begin as soon as possible after the student day. Except under unusual circumstances, meetings will not be held on Friday or days preceding a holiday.

Section 8. School Start Time.

- A. School Start Time for the 2024-2025 School Year. For the 2024-2025 school year, the middle schools and/or high schools may adjust their student start time by no more than fifteen (15) minutes from the start times set during the 2023-2024 school year (Middle School: 8:10 am, and High School: 7:20 am). Elementary schools will see no change in student start time for the 2024-2025 school year Elementary: 8:40 am).
- B. School Start Time for the 2025-2026 School Year and Beyond. Beginning in the 2025-2026 school year, the following shall be followed regarding school start times:
  - 1. School start times may not be adjusted beyond one and one-half (1 ½) hours from the start times set during the 2023-2024 school year.
  - 2. No level shall start before 7:00 AM or end later than 4:00 PM.
  - 3. Any change greater than fifteen (15) minutes shall be communicated by July 1 of the year prior to the change; (i.e., changes for the 2025-2026 school year would be finalized and communicated by July 1, 2024).
  - 4. Start times shall not be staggered within a building or level (elementary, middle, high).
  - 5. Individual schools may need adjustments to their schedules. Any changes to schedules must comply with this collective bargaining agreement.

**ARTICLE 7. TEACHER SCHEDULES AND PREPARATION /CONFERENCE TIME**

Section 1. General Provisions.

- A. Division of Work. The building Principal will divide the staff workload in as equitable a manner as possible.
- B. Travel Time for Bargaining Unit Members. Travel time for Bargaining Unit Members required to travel between buildings to multiple assignments shall not impact designated preparation time.

Section 2. High Schools - Intensive Scheduling. There will be no layoffs of currently employed staff based upon the effects of unification as well as intensive scheduling.

- A. High School Teacher Day. A "teacher day" will consist of:
  - 1. Three (3) teaching periods,
  - 2. One (1) duty-free preparation period equivalent in length to a teaching period,
  - 3. A minimum thirty (30) minute duty-free lunch period,
  - 4. There will be no increase in the length of the "teacher day," except as provided in the collective bargaining agreement.



- B. Teaching Assignments. Of the three (3) possible teaching assignments each teacher day, the number of different courses a teacher may be assigned to teach will not exceed two (2) during any marking period. A course is identified by a course number, e.g., 0230.
- C. Teaching Periods. When possible, Bargaining Unit Members will not be assigned three (3) consecutive teaching periods. However, it is understood that this will not be possible for all Bargaining Unit Members.
- D. Duty Periods. Teachers will not be assigned "duty periods," e.g., cafeteria duty, study hall monitor.
- E. Opportunity Period. Two (2) weekly forty (40) minute Opportunity Periods will be part of the regular High School schedule in grades 9-12 for all teachers. The Opportunity Period is not to be considered a "duty period" nor an extra period. Bargaining Unit Members shall be assigned students and content areas for the Opportunity Period, as determined by the Administration. Bargaining Unit Members shall only be responsible for remediation and academic support for the content areas in which a Member is certified. Bargaining Unit Members shall not be required to assess grades for students assigned to the Bargaining Unit Member for the Opportunity Period. The Opportunity Period shall not be subject to or included in any teacher evaluation, unless requested by the Bargaining Unit Member. No preparation or planning shall be required for the Opportunity Period as the Opportunity Period will be used for student intervention and/or programming and materials assigned and provided by the Administration. The maximum number of students per Bargaining Unit Member during Opportunity Period shall be eighteen (18).

Section 3. Middle Schools – Scheduling.

- A. Middle School Teacher Day. A "teacher day" will consist of:
  - 1. A thirty (30) minute duty-free lunch,
  - 2. No more than 270 minutes of instruction, as determined by the Administration,
  - 3. Self-directed preparation time as follows, on a two-week rotating basis,
  - 4. Week A: Eighty (80) minutes of self-directed preparation time for four (4) out of five (5) days and forty (40) minutes of self-directed preparation time for the fifth (5th) day,
  - 5. Week B: Eighty (80) minutes of self-directed preparation time for three (3) days and forty (40) minutes of self-directed preparation time for the remaining two (2) days,
  - 6. The allocation of time for the remainder of the normal daily classroom teaching day shall be at the discretion of the Administration.

- B. Teaching Assignments. Except in unusual situations, middle school classroom teachers will be assigned no more than two (2) different subject areas. A subject area shall be defined as an individual discipline such as English, reading, language arts, science, social studies, math.

Section 4. Elementary Schools – Scheduling.

- A. Elementary School Teacher Day. A “teacher day” s will consist of:
  - 1. A thirty (30) minute duty-free lunch period,
  - 2. Preparation/conference time of no less than seventy (70) minutes per day on a five (5) day rotation.
- B. Preparation Time. Except in emergency situations, there will be no assignment of other duties in order that this time may be utilized for the designated purpose. Said preparation/conference time for elementary teachers shall be scheduled within the student day. The District will attempt to provide that elementary teachers’ preparation/ conference time shall be scheduled in minimum time blocks of twenty (20) minutes. It is mutually agreed that this provision shall neither cause nor justify any changes in staff level, whether by means of layoffs or new hiring.
- C. Special Area Subject Rotation. Special area subjects will be placed on a five (5) day rotation.

Section 5. Special Education – Scheduling.

- A. I.E.P. Days. Special Education teachers responsible for writing I.E.P.s shall be guaranteed a minimum of four (4) I.E.P. planning days per year. Special Education teachers may be granted more than the minimum at the discretion of the administration.
- B. Required Services Beyond the Normal Workday. Whenever a Bargaining Unit Member is required to render services beyond the normal workday for the writing of new I.E.P.s, or for the annual revision of an I.E.P., or for a special education due process hearing or hearings, the Bargaining Unit Member shall be compensated for such additional services at the hourly rate for workshops set forth in **ARTICLE 14. WORKSHOPS, IN-SERVICE PROGRAMS, AND TRAININGS.**

Section 6. Dual Enrollment Program. Bargaining Unit Members who desire to serve as instructors for Dual Enrollment programs shall be eligible for tuition reimbursement from the District in an amount greater than that outlined in **Section 1 of this Article.** Bargaining Unit Members who meet the outlined criteria will be eligible to receive up to \$800 per credit with a maximum reimbursement amount not to exceed \$15,000 for participation in a Dual Enrollment graduate program for any single Bargaining Unit Member.

- A. The following criteria shall apply to determine eligibility for reimbursement under the Dual Enrollment clause:

1. The Bargaining Unit Member must be otherwise qualified, certified and eligible to teach the content of the Dual Enrollment program.
2. The Bargaining Unit Member must be in a curricular department for which the District offers Dual Enrollment courses.
3. The Bargaining Unit Member must obtain pre-approval from their immediate supervisor and provide course descriptions, transcripts and other required documentation from their credit granting institution to meet the criteria of the Dual Enrollment program.
4. The Bargaining Unit Member must earn a grade of B or better in each course to be eligible for reimbursement by the District.
5. The Bargaining Unit Member must submit the District required tuition reimbursement documentation and meet the timelines as outlined in the collective bargaining agreement **ARTICLE 22. TUITION REIMBURSEMENT.**

- B. If a Bargaining Unit Member leaves the District within two years of the academic year in which they complete the Dual Enrollment Program requirements, the Member shall repay one-hundred percent (100%) of the reimbursement to the District of the school year immediately prior to leaving the District and repay fifty percent (50%) of the reimbursement to the District for the second school year prior to leaving the District. For the purpose of **this Section**, "school year" shall be defined as July 1 through June 30.

## **ARTICLE 8. CLASS SIZE**

- Section 1. The District will attempt to maintain an average class size of twenty-eight (28) students at all levels, calculated on the individual Bargaining Unit Member's roster, with no class exceeding thirty (30) students.
- Section 2. The Association agrees that increases in student enrollment, problems of transportation, lack of space or facilities, or other unusual conditions not now prevailing in the District may cause the above ratios to be exceeded for the duration of such unusual conditions.
- Section 3. It is mutually agreed that any disputes or misunderstandings arising from the provisions of **this Article** will be dealt with by the Professional Staff Committee under the rules applicable to that body.
- Section 4. It is mutually agreed that the provisions of **this Article** shall neither cause nor justify any changes in staff level, either by means of layoffs or new hiring.

## **ARTICLE 9. CURRICULUM COORDINATORS**

- Section 1. Curriculum Coordinators.
  - A. Based on District needs, Curriculum Coordinator positions may include but need not be limited to the following teaching areas: Art, Business Education, Computer Science, World Language, Guidance, Family and Consumer Science, Science, School Nurses, and Social Studies.

- B. The District shall make every attempt to assign teaching periods as consecutive periods and shall attempt to schedule them at the beginning of the school day of the home school. When possible, and in accordance with the collective bargaining agreement, the District will limit the number of different courses a high school teacher may be assigned to teach.
- C. Curriculum Coordinators shall have no collateral duties except homeroom, and if a homeroom assignment is necessary, the coordinator's schedule shall include a first-period class.
- D. The District shall attempt to assign Curriculum Coordinators to only one building for teaching purposes.
- E. Each Curriculum Coordinator will be assigned one (1) release period per day to be devoted to curriculum-related matters. The length of the release period will be in accordance with the language governing preparation time at that level.
- F. Curriculum Coordinators shall not be used as substitute teachers except in unusual circumstances. If there should be the need to use a Curriculum Coordinator as a substitute teacher, a report of that use shall be made in writing by the building administrator to the district administration.
- G. Curriculum Coordinators may be invited to participate in the interviewing process for new teachers in their curriculum area.
- H. Workshop participation shall be paid at the workshop rate listed in **ARTICLE 14. WORKSHOPS, IN-SERVICE PROGRAMS AND TRAININGS, Section 1. Workshops**. Curriculum Coordinators presenting at workshops after the end of the year as designated by the appropriate central office administrator shall be paid at the presenter rate listed in **ARTICLE 14. WORKSHOPS, IN-SERVICE PROGRAMS AND TRAININGS, Section 1. Workshops**.
- I. It is further agreed that the teaching schedules of Curriculum Coordinators whether assigned to elementary, middle, or high school will be adjusted to coincide with the language contained in **this Section**.
- J. Daily absence necessitated by the Curriculum Coordinator's duties will be covered by a substitute(s) hired by the District, as needed, for as close as possible to the amount of time that a Curriculum Coordinator is relieved from teaching duties.
- K. It is further agreed that Curriculum Coordinator supplemental contracts will be renewed and vacated in accordance with **ARTICLE 18. Supplemental Contracts**.

**ARTICLE 10. CLASS COVERAGE**

Section 1. High School and Middle School.

- A. In the event of the absence of a regular teacher from duty, where no substitute has been secured, the applicable rate for each coverage will be paid to any Bargaining Unit Member performing the duties of the absent teacher. Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the preparation period which is lost.
- B. Class Coverage for High School Teachers. Except in isolated situations, principals will not request that Bargaining Unit Members at the high school give up any portion of their preparation periods in order to provide class coverage for absent teachers.

Section 2. Elementary.

- A. In the event a regular elementary classroom teacher is absent and no substitute has been provided, if the full class of the absent teacher is combined with another regular class, the teacher covering the double class shall receive compensation at the applicable rate per hour not to exceed the stated maximum for the full day. If the class is combined with more than one regular class, the teachers covering the combined classes shall share the applicable compensation equally.
- B. In the event an elementary special subject teacher (art, music, library or physical education) is assigned and scheduled to teach a regular elementary class and is absent and no substitute is provided, the regular classroom teacher covering the scheduled special period shall receive compensation at the applicable rate for such period if such coverage results in loss of the covering teacher's guaranteed minimum preparation time during the five or six-day rotation that the coverage occurs. (See **ARTICLE 7. TEACHER SCHEDULES AND PREPARATION/CONFERENCE TIME, Section 4. Elementary Schools – Scheduling, Paragraphs A. Elementary School Teacher Day and B. Preparation Time**). Such payment shall be made in exchange for and to compensate the covering teacher for loss of his/her right to the minimum preparation time which is lost.

Section 3. Assignment of Class Coverage. Class coverage will be assigned as equitably as possible. No Bargaining Unit Member shall have a right to be assigned to class coverage.

Section 4. Coverage Rates.

High School	\$38.00/hour, pro-rated
Middle School	\$38.00/hour, pro-rated
Elementary School	\$38.00/hour, pro-rated; maximum \$190/day
Elementary Special Subject	\$38.00/hour, pro-rated

**ARTICLE 11. SCHOOL AIDES**

The Pennsbury School District will employ an aide or aides to provide clerical help to teachers in accordance with past practice. For the purpose of **this Section**, a "Middle School" shall be considered as a secondary level building.

## **ARTICLE 12. AFTER-SCHOOL ACTIVITIES**

Section 1. The Elementary and Middle School levels shall have one (1) mandatory after-school activity which will be Back-to-School Night and/or Open House. The High School level shall have two (2) mandatory after-school activities which will be two (2) Back-to-School Nights, one each semester, of not more than ninety (90) minutes in length. In the fall, Bargaining Unit Members in cooperation with the building Principal will determine the scope of this activity by building and establish a date upon which the activity will be held.

Section 2. All other after-school activities will be voluntary.

A. The elementary schools will send out a calendar of activities no later than October 1st of each school year requesting staff volunteers to attend such activities. At the elementary level, should there not be enough staff volunteers for a specific grade level activity, the Principal will request the appropriate grade level teacher to volunteer for the activity. Should the grade level teacher refuse to volunteer then the grade level activity will be assigned by alphabetical order.

B. At the Middle and High School level, if there are not sufficient volunteers, Bargaining Unit Members will be assigned by the Principal of the building by alphabetical order on a rotational basis to the extent needed as determined by the building Principal and approved by the Superintendent. No staff member shall be involuntarily assigned to "crowd control" or Saturday night "Sports Night."

C. Bargaining Unit Members may use required departmental or district-wide after-school activities to meet the three (3) maximum number of days they are required to attend. (For example, attending the District Art Show for the Art department, the Career Fair for the Business department, or Awards Nights for the Counseling department, etc.)

Section 3. The maximum number of after-school activities any Bargaining Unit Member will be required to attend will be three (3).

Section 4. Bargaining Unit Members may request issuance of a picture identification card which will entitle each Bargaining Unit Member who requests such a card, upon display, to free admission to after-school activities for which admission is charged and which involve school-sponsored performances by Pennsbury students. The preceding shall apply only to school sponsored activities which inure to the benefit of the Pennsbury Student Activity Fund. **This Section** will not apply to "Sports Night" or to events which are conducted for the principal benefit of charities.

## **ARTICLE 13. MEETINGS AND TEAMS**

Section 1. The number of meetings outside the normal work day shall not exceed ten (10). Prior notification of at least one (1) week shall be given except in emergencies, and a basic agenda shall be provided at least two (2) days in advance. These meetings shall begin at the close of the normal work day, except in the case of joint curriculum meetings which will begin at the earliest practical time as determined by the Bargaining Unit Member's building assignment at the end of that day. Required attendance shall not exceed the first hour of any such meeting, except for District-wide two hour required attendance meetings. (See **ARTICLE 14. WORKSHOPS IN-SERVICE PROGRAMS AND TRAININGS, Section 1. Workshops, Paragraph D**). A minimum of five (5) of these meetings shall be structured to fulfill Act 48 credit requirements. The remaining five (5) may be used by the District for general purposes or to fulfill Act 48 credit requirements. At the District's discretion, the meetings may be utilized for flexible professional development time to address topics determined by the District.

Flexible professional development time shall mean that the meetings will be available in multiple formats (live in-person or online, asynchronously, or in blended formats) and may be completed during District determined meeting structures, in lieu of the scheduled in-person meetings during the school year, provided by the District such as during the summer, afterschool, self-paced, or other District structures that support flexible professional learning.

Section 2. Additional emergency meetings, beyond the ten (10) described in **Section 1 of this Article**, shall be at the discretion of the District Superintendent.

Section 3. Except for emergency meetings, there will be no after-school meetings on Friday or the day prior to a holiday.

Section 4. Any building meeting outside the normal work day at which building decisions are made or material discussed for which Bargaining Unit Members will be responsible after the meeting shall not be considered a "voluntary" meeting. Such decisions or material are to be included in the agenda of a required meeting.

Section 5. Voluntary meetings are those which Bargaining Unit Members attend based on their own needs. Such a meeting may be determined and scheduled by other Bargaining Unit Members or by administration, but the announcement of the meeting must clearly designate that it is a voluntary meeting.

Section 6. Site-Based Teams. The District and the Association recognize the value of input from all stakeholders at the building level. Building Administration and Building Representatives of the Bargaining Unit shall collaboratively seek solutions for building-specific issues. However, the "site-based" concept does not permit any building to deviate from District-wide policies or directives.

## **ARTICLE 14. WORKSHOPS, IN-SERVICE PROGRAMS, AND TRAININGS**

Section 1. Workshops.

A. Bargaining Unit Members attending workshops during evenings, weekends, or after the end of the school year will be reimbursed for such attendance at the following rates:

2024-2031 \$30 per hour

Bargaining Unit Members attending workshops whose length or number of teachers attending would make the payment of the workshop hourly rate prohibitive, with the result that the workshops would not be held, may be reimbursed by a stipend, provided that the stipend is in multiples of \$30.00 and is at least equal to \$60.00.

- B. Bargaining Unit Member presenters at workshops shall be paid at two (2) times the rate for attendees. This payment will be made for presentation time only and does not include any preparation time.
- C. No payments will be made by the District for workshops where salary credit or CPE credit (except as stated in **ARTICLE 22. TUITION REIMBURSEMENT, Section 4.**) is received or payment is received from another source. The District may, at its sole discretion, offer selected workshops for which the District waives the requirements of **this Section**.
- D. District-offered professional development sessions will be eligible for Act 48 credit.
- E. A one and one-half (1-1/2) or two (2) hour District-wide afterschool workshop may be designated a required teacher workshop, provided that the number of required meetings beyond the school day is reduced on the following basis: a one and one-half (1-1/2) or two (2) hour workshop equal two (2) required meetings. Such a workshop will last no more than two (2) hours. At least four (4) weeks notice must be given for such a workshop.

Section 2. In-Service and Seminars.

- A. The District and the Association recognize that in-service courses and seminars offered by the District may be valuable educational tools for maintaining and increasing staff efficiency. Therefore, conduct of such courses and attendance by Bargaining Unit Members at such courses shall be encouraged by the District and the Association.
- B. In furtherance of the preceding, the District may designate, in its discretion, courses and seminars for which credit for salary purposes shall be given. Bargaining Unit Members participating in such courses, when approved for such credit and so designated by the District after the normal work day, shall receive credits for salary purposes as follows:

6 hours	½ credit
12 hours	1 credit
24 hours	2 credit
36 hours	3 credit



- C. All in-service seminars offered by the District may be submitted to the Pennsylvania Department of Education for the sole purpose of determining if the program is acceptable to be used by the individual Bargaining Unit Members towards his/her state certification. All Bargaining Unit Members will be notified by the District of the Department of Education's decision regarding such programs. Such submissions shall be determined by the District Superintendent.

Section 3. The District will continue to maintain the right to determine the payment of fees and other expenses for in-service that occurs during any released time. Such determination will be based on the availability of funds and the needs of the District. No Bargaining Unit Member will have an inherent right to such payment or to such released time.

Section 4. Focus Groups. Bargaining Unit Members shall be permitted to voluntarily meet in Focus Groups for a maximum of three (3) days during summer recess to fulfill Act 48 credit requirements, subject to District approval. Participation in Focus Groups held during summer recess or other independent professional development does not allow a Bargaining Unit Member to be excused from staff professional development during the school year.

Section 5. District-Mandated Trainings. District-Mandated Trainings outside of the 10 meetings outlined in **ARTICLE 14. MEETINGS AND TEAMS Section 1** shall occur during the workday when possible. If it is not possible to occur during the workday due to the emergent nature, time restraints, or other impracticality, the following applies:

- A. A fourteen (14) day notice shall be given in advance of the training,
- B. Hourly rate compensation at the workshop rate, set out in **Section 1(A) of this Article**, shall be paid to each participating Bargaining Unit Member,
- C. The training shall be limited in length to no more than two (2) hours,
- D. The agenda cannot be extended simply because the body is conveniently gathered.

The ten (10) meetings outside the work day shall be reserved annually for District-mandated training and topics above and beyond the State-mandated training requirements, but shall not prohibit the use of such meetings for State-Mandated training at the discretion of the Superintendent. District-Mandated Trainings do not include grade-level and department meetings.

State-Mandated Trainings. State-Mandated Trainings shall occur during the workday when possible. The parties acknowledge that simultaneous scheduling may not always be possible or practical. State-Mandated Trainings completed through an electronic format such as Vector, shall continue to be completed by Bargaining Unit Members as part of their professional responsibilities.

## **ARTICLE 15. SUMMER SCHOOL**

Section 1. In order to provide for personnel planning after the school term, the professional staff will receive adequate notice as to selection of summer school staff.

Section 2. The following guidelines are established:

- A. Tentative selection of summer school staff will have been effected before the Easter vacation, but in no event later than April 15.
- B. The notice for filing applications for consideration will be forwarded to all staff members in order to provide for timely submission of applications.
- C. All inquiries will receive proper notice as to disposition of their applications as follows:
  - 1. Employment offers will be extended to those tentatively chosen for summer school positions.
  - 2. Two (2) alternates will be chosen for each position to provide for employment offer rejection, changes in enrollment and similar issues.
  - 3. Those who are selected will receive correspondence accordingly.
- D. Selection for summer school staff will be based upon the following:
  - 1. PDE teaching certification as required.
  - 2. Successful teaching experience at appropriate levels and courses pertinent to the summer school program.
  - 3. Successful previous summer school teaching experience with consideration to recency of summer school experience and continuity of recent experience.
  - 4. Recommendations of the Summer School Director, appropriate building Principal(s) and appropriate Curriculum Coordinators.
- E. The base salary for the general summer school teaching and Title I summer teaching positions will be four-thousand nineteen dollars (\$4,019) for the term of the contract. This salary is based on a six (6) week period of four (4) hours per day. For greater or lesser teacher schedules, the salary shall be prorated.
- F. Bargaining Unit Members employed in the in-District summer school program who have accumulated sick leave days may utilize up to two (2) of such days in cases of personal illness or injury. Use of such leave shall be subject to the general provisions of **ARTICLE 17. ABSENCE POLICY**, and shall also be subject to the specific provisions of **ARTICLE 17. ABSENCE POLICY, Section 3. Sick Leave & Family Illness Leave**.

**ARTICLE 16. PUPIL PERSONNEL SERVICES GUIDE**

Section 1. A list of all pupil personnel services vacancies with the number of extra days of service shall be announced on or before May 1 by memorandum to Bargaining Unit Members covered by the Agreement.

- Section 2. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall be contained in the memorandum. Applicants not selected will receive appropriate correspondence.
- Section 3. Bargaining Unit Members selected to work beyond the established school year, excluding summer school, will be paid for days worked at a daily rate equal to their annual base salary, as determined by the Bargaining Unit Member's salary guide in effect, divided by the number of teacher days within the same school year. This payment is for work that has been Board approved and which is a continuation of the Bargaining Unit Member's regular assignment. This does not include summer school. Examples would be school psychologists, guidance counselors, etc.
- Section 4. Starting and ending times will be determined by the respective supervisors and the length of the work day will be governed by **ARTICLE 6. NORMAL WORK DAY** of this Agreement.
- Section 5. Selection of individuals will be based upon experience, qualifications and service within the District.

#### **ARTICLE 17. ABSENCE POLICY**

- Section 1. Guidelines. The Board and the Association agree that absenteeism presents a disruptive force to continuity of the educational program and that each Bargaining Unit Member shall view attendance as a professional responsibility and it shall be encouraged by the Association.
- A. All absences within the scope of this policy must first be approved by the immediate supervisor in order to receive salary payment. Such approval must be received prior to the absence except in cases of emergency.
  - B. Upon return to duties after an approved absence, and in cases of emergency without prior approval, each Bargaining Unit Member shall complete the required absence form in order to ensure payment for such absence. The immediate supervisor will approve, if applicable, such absence and will forward the documentation to the Payroll Department for proper payment. Documentation attesting to the reason for absence may be requested. Failure to provide such documentation will result in loss of pay for the period of absence.
  - C. If it is necessary for a Bargaining Unit Member to be absent, he/she must inform the substitute service of such absence as outlined in established building policies. Ample notification must be given in order to provide for a suitable replacement. Proper notification must be made of return to duty in order that the substitute may be so informed.
  - D. Absences beyond the provisions of this Agreement and extensions beyond accumulated allowable absence will require the approval of the Superintendent.

- E. Bargaining Unit Members may request approval for the use of sick and personal leave in quarter-day durations. The District will not utilize the substitute service to cover quarter-day absences, therefore prior notification of the requested date of absence is required. Bargaining Unit Members must submit a request in writing to their immediate supervisor seventy-two (72) hours in advance. Less than seventy-two (72) hours may be permitted for extenuating circumstances, with approval from the immediate supervisor. Existing staff will be used to cover quarter-day absences in line with our current procedures for internal class coverage when a substitute is required. Quarter-day utilization will be limited to ten percent (10%) of the Bargaining Unit as outlined **ARTICLE 17. ABSENCE POLICY, Section 5. D.**

The following parameters shall apply to the use of quarter benefit days:

1. Quarter days shall only be used once in a single work day and cannot be adjacent to any other paid leave request for that day. Three-quarter ( $\frac{3}{4}$ ) day absences will not be approved.
2. Quarter days shall only be used for absences at the start or end of the Bargaining Unit Members' regularly scheduled work hours. Quarter days will not be approved during the middle of the Bargaining Unit Employees' work day.
3. Quarter days are not intended to be used to extend paid or non-paid holidays or vacation periods. Quarter days will not be approved for days immediately preceding/following the weekend or any holiday. Monday mornings and Friday afternoons shall not be approved as Quarter days.

Section 2. Sick Leave and Personal Leave – Notification of Eligibility. By September 30 of each school year, Bargaining Unit Members shall be notified in writing of the number of their accumulated sick leave and personal leave days, including days for the current school year.

Section 3. Sick Leave & Family Illness Leave.

- A. Sick Leave. In any school year whenever a Bargaining Unit Member is prevented by illness or accidental injury from following his/her occupation, the School District shall pay to said Bargaining Unit Member for each day of absence the full salary to which the Bargaining Unit Member may be entitled as if said Bargaining Unit Member were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year-to-year in the School District of current employment or its predecessors without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Bargaining Unit Member's salary shall be paid if the accidental injury is incurred while the Bargaining Unit Member is engaged in remunerative work unrelated to school duties.

- B. Family Illness Leave. Paid absence shall be extended to Bargaining Unit Members who must be absent from duty to attend to a member of the immediate family, as defined in **Section 6 of this Article. Bereavement Leave, Paragraph A. Immediate Family**, who is ill. Such absences will be considered sick leave and drawn from the Bargaining Unit Member's accumulated sick leave.
- C. The term illness as used in **this Section** shall, for the period of actual illness or disability, apply to and include pregnancy-related illness or disability. Leave for such illness or disability shall not be allowable nor paid for during any other period of absence or leave allowed or authorized under any **other Section of this Article**.

Section 4. Sick Leave Bank.

- A. A sick leave bank, the operation of which shall be jointly administered by the District and the Association and governed by this Section, shall be available for members of the bargaining unit on a voluntary basis.
- B. Membership in the Bank shall be voluntary, but the Bank shall not be initially put into effect unless 65% of the Bargaining Unit chooses to join. In the event that 65% membership cannot be obtained by December 1, 1975 the parties will meet and discuss possible modifications of these regulations.
- C. Initial applications for membership will be submitted to the PEA in writing. After the Bank is put into effect initially, Bargaining Unit Members may join only upon written application to the Bank Committee between May 15th and June 15th of the year preceding their membership. Newly hired Bargaining Unit Members may join no later than October 15 of the school year.
- D. Charter members will contribute one (1) accumulated day of sick leave to the Bank, or at their option, one (1) day of personal business leave. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be required of all members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank has been in operation, except newly hired Bargaining Unit Members who need contribute only one (1) day.
- E. Contributed days shall remain in the Bank and may not be withdrawn by a Bargaining Unit Member upon retirement or resignation from the District, or on resignation from the Bank, or otherwise, provided that if membership in the Bank at any time falls below 50% of the Bargaining Unit, Bank operation shall be suspended, except that those already receiving benefits may continue to receive such benefits up to the maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modifications of these regulations.

- F. In the event contributed days become depleted during the operation of the Bank, the Bank Committee may, at its discretion, assess further contributions against its members or suspend operation of the Bank until the beginning of the next school year.
- G. Bank benefits shall be available to any member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to Bargaining Unit Members on child rearing leave or other long term leaves of absence, except extended sick leave, nor shall Bank benefits be available to Bargaining Unit Members under conditions where maternity leave would normally have been granted under past practice, except by majority vote of the Bank Committee.
- H. Initial withdrawal of Bank Benefits shall not commence until a member has exhausted all of his/her accumulated sick leave and ten (10) additional days of absence have been suffered without pay. If the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to eligibility for withdrawal. By majority vote of the Bank Committee, required days of absence without pay may be reduced to not less than five (5) in any individual case for good cause.
- I. The Sick Leave Bank Committee shall consist of two (2) members of the Bargaining Unit, selected by the PEA, and two (2) members of the Administration or Board, selected by the Superintendent or the Board. The Committee shall grant requests for withdrawal of benefits from the Bank where they determine the requesting member meets the qualifications of the Bank regulations.
- J. Maximum withdrawal from the Bank in the initial year of membership for each Bargaining Unit Member shall be equal to the number of accumulated sick days of that Bargaining Unit Member on the day he/she joins the Bank. By majority vote of the Bank Committee, maximum withdrawal in individual cases may be increased for first and second year Bargaining Unit Members, respectively, to twenty (20) and twenty-five (25) days. In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness. One illness shall mean continuous absence or absence not interrupted by sixty (60) days return to service (unless fewer than sixty (60) days return due to a new cause). In exceptional circumstances in the case of intermittent absences for the same illness, unused sick bank leave for that illness may be granted by the Bank Committee (up to the maximum).
- K. Maximum withdrawal in subsequent years of membership for each Bargaining Unit Member shall be increased by the sum of the number of unused personal days, and the number of unused sick leave days accrued in the prior school year, the maximum increase not to exceed thirteen (13) days (three (3) and ten (10) days respectively). In any event, maximum withdrawal shall be increased by one (1) day if an additional day is contributed, and shall continue to be limited to one hundred (100) days for any one illness.

- L. The Bank Committee may require of any Bargaining Unit Member using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits.
- M. The Board retains its right under the School Code to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.
- N. If the Bank accumulates one thousand five hundred (1,500) days as of September 1st of any year, further donations may be waived except for newly joining members.
- O. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statutes by any Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution, the days shall be returned pro rata to the members. On request of the PEA, the parties will meet and discuss concerning implementation of a new Bank complying with the legal requirements of such decision or opinion.
- P. Bank operation shall be suspended at the end of any school year in the event of substantially increased use of accumulated sick leave benefits among members of the Bank. An increased incidence of sick leave absence by the members in excess of 20% over 1973-74 levels shall, in the absence of an epidemic or other such discernible cause, be deemed conclusive evidence justifying such suspension. For Bargaining Unit Members hired subsequent to September 1973, base 1973-74 levels shall be calculated as the average sick leave usage by the Bargaining Unit in 1973-74. In the event of a suspension of Bank operation under the provisions of **this Section**, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.
- Q. At the discretion of the Bank Committee, any individual member of the Bank may be permitted to donate sick days from his/her own accumulated sick leave to any other Bank member who has exhausted his/her own sick leave and utilized his/her maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing by the Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one donor shall be two days per year. The maximum donation receivable by any one individual for any one illness shall be 50 days.
- R. All records pertaining to operation of the Bank shall be maintained by the Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the PEA, and shall be approved by a majority of the Bank Committee.

- S. Representatives of the Bargaining Unit and of the administration will collaboratively develop practical solutions to the current issues with the Sick Leave Bank. Any agreement reached shall be memorialized and made part of this Agreement through a Memorandum of Understanding.

Section 5. Personal Leave.

- A. Three (3) days of paid personal leave will be granted, with prior notification, to individuals who could not have conducted such personal affairs after school hours. Bargaining Unit Members will be expected to exercise professional judgment concerning the use of these days.
- B. Formal notification in writing for personal leave shall be made to the immediate supervisor. As with all other approved absences, upon return to duty the necessary absence forms will be completed by the Bargaining Unit Member in order to ensure proper payment.
- C. At the conclusion of each school year, two (2) unused personal leave days shall be carried over into the next school year for a total of five (5) personal leave days. At no time shall a Bargaining Unit Member have more than five (5) total personal leave days. Any other remaining unused personal leave days shall be converted into unused sick leave and shall be credited to the Bargaining Unit Member's accumulated unused sick leave.
- D. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding or following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall notify the Superintendent or his/her designee ten (10) days in advance of the selected day. If a Bargaining Unit Member is requesting use of one (1) day immediately preceding and one (1) day immediately following a scheduled school vacation for non-emergency purposes, the Bargaining Unit Member shall submit a request in writing to the Superintendent or his/her designee at least ten (10) days in advance of the first selected day for approval of one (1) of the two (2) selected days. The Bargaining Unit Member shall indicate for which of the two (2) days approval is sought.
- E. Utilization of personal leave is limited to a maximum of ten percent (10%) of the membership of the bargaining unit per building on any single day. In the event that more than ten percent (10%) of the membership of the bargaining unit in any one (1) building request the same day for personal leave, the earliest request(s) will be granted the day requested. Fractional portions of the calculation of ten percent (10%) will be rounded up to the next whole person. The Administration reserves the right to authorize Personal Leave in excess of ten percent (10%) per building in its discretion. Any decline by the Administration to extend beyond the ten percent (10%) is recognized as the Administration's discretion and cannot be grieved by the Association. In the event that excessive requests are made for particular days before or after holidays, or if a question shall arise concerning equitable application of **this Section**, then the parties shall meet to resolve the questions involved.

Section 6. Bereavement Leave.



- A. Immediate Family. Whenever a Bargaining Unit Member shall be absent from duty because of a death in the immediate family of said Bargaining Unit Member, there shall be no deduction in salary for an absence up to five (5) days. Bereavement Leave days do not need to be taken consecutively but must be used within thirty (30) calendar days from the death. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, grandchild, parent-in-law or near relative who resides in the same household, or any person with whom the Bargaining Unit Member has made his/her home. In the rare instance that the burial is delayed more than thirty (30) calendar days from the death, one (1) additional day shall be granted for attendance at the funeral. Documentation of the funeral showing name of the deceased and date may be requested by the School District to approve compensation of this day.
- B. Near Relative. In the case of a near relative, there shall be no deduction in salary for absence on the day of the funeral. Up to two (2) additional days may be granted for the death of a near relative where the traveling distance exceeds a one hundred fifty (150) mile radius. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Section 7. Child Rearing Leave.

- A. A Bargaining Unit Member who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child rearing leave of absence without pay.
- B. A Bargaining Unit Member who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the office of the District Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.
- C. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of the leave.
- D. Unless otherwise approved by the Board, all child rearing leaves shall be for at least one quarter (1/4) of a school year (ordinarily at least forty-five (45) days) and shall commence and terminate effective with the beginning of the quarterly marking periods as established at the secondary level for the school year involved. Child rearing leave begins at the conclusion of the disability period, if applicable; otherwise, when the child is born/adopted.
- E. The maximum length of the leave on account of the birth or adoption of any one child shall be three (3) semesters, including the semester during which leave commences. If an additional pregnancy occurs during this leave, and an additional continuous period of leave is requested, an extension shall be granted for a maximum of four (4) additional consecutive quarters.

- F. Approval of a request for child rearing leave shall be granted by Board action and shall specify the period of the leave, with such period being adjusted by the date of the birth or adoption.
- G. A Bargaining Unit Member who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child rearing leave must be made in writing to the office of the District Superintendent at least thirty (30) days prior to the new termination date requested. Reinstatement at an early termination date is contingent upon the existence of a vacancy for which the Bargaining Unit Member is certified. A position which is filled by a long-term substitute is not considered a vacancy for purposes of early termination.
- H. A Bargaining Unit Member who has been granted a child rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension to the office of the District Superintendent.
- I. A Bargaining Unit Member who has been granted a period of child rearing leave shall give notice of intention to return to the office of the District Superintendent. If the approved termination date is at the conclusion of the first or second quarter of the school year, notice should be given by September 15th; if the approved termination date is at the conclusion of the third semester, notice should be given by February 15th.
- J. Upon termination of the leave and the return of the Bargaining Unit Member at a time other than the beginning of a semester, the District may place the Bargaining Unit Member into an assignment different from the assignment held prior to the leave. Upon the beginning of the next semester or the Bargaining Unit Member's return at the beginning of a semester, the Bargaining Unit Member shall return to the assignment held prior to the leave.
- K. Bargaining Unit Members on authorized child rearing leaves of absence without pay, pursuant **to this Article**, shall not be considered to be active Employees of the School District during the period of the leave and shall not be entitled to any benefits, including, but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active Employees. Bargaining Unit Members shall neither lose nor accrue seniority or salary step entitlement during the leave.
- L. No Bargaining Unit Member shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under **this Article**.

- M. Bargaining Unit Members granted child rearing leave shall be allowed to remain a member of District group insurance plans, including life insurance, medical insurance, dental insurance, prescription drug insurance and vision insurance plans, during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to beginning of the child rearing leave. Because the District pays premiums one month in advance, the Bargaining Unit Members must submit monthly premium payments to the Personnel Office at least one month in advance of the date that each premium payment is due.
- N. The time limits expressed in **this Section** may be waived by written approval of the District Superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

Section 8. Leave Pursuant to the Family and Medical Leave Act of 1993. Bargaining Unit Members are entitled to leave pursuant to the Family and Medical Leave Act of 1993 ("FMLA"), pursuant to the conditions set forth in the District's policy implementing that Act. FMLA leave is not provided in addition to other leave available under **this Article**. Rather, it sets a minimum to the leave available to eligible Bargaining Unit Members for valid FMLA purposes. The District may require eligible Bargaining Unit Members who request FMLA leave to substitute leave to which they are otherwise entitled, as permitted by the District's FMLA policy. The District may designate any leave taken by an eligible Bargaining Unit Member for a valid FMLA purpose as FMLA leave.

Section 9. Sabbatical Leaves of Absence.

- A. Sabbatical leaves of absence will be granted in compliance with the applicable sections of the School Code, as amended.
- B. Request for such leaves will be submitted to the Bargaining Unit Member's supervisor prior to March 1 of the current school year with proper documentation to substantiate this absence from duty. Such documentation shall include, but not limit itself to, evidence of acceptance at educational institution(s) with specific course outlines, physician(s) statement(s) attesting to the need for rest and/or- health restoration. For sabbatical leaves for professional development, the Bargaining Unit Member must maintain a minimum course load, or the equivalent, of at least nine (9) credit hours per semester. At the discretion of the Superintendent, this may include, by way of example, research or writing of a doctoral dissertation.
- C. While on sabbatical leave for professional development, progress reports will be submitted. One (1) report shall be submitted at mid-term to the Superintendent. Further, a final report in approved form will be submitted within thirty (30) days after the end of the leave. In cases of rest and health restoration, appropriate physicians' statements will be submitted as required.

- D. While on sabbatical leave of absence, the Bargaining Unit Member will not be engaged in any full-time remunerative employment without the permission of the District Superintendent.
- E. Bargaining Unit Members on sabbatical leave will receive salary payments by the same method as full-time Bargaining Unit Members. Exceptions to this method of payment will require the approval of the Superintendent.

Section 10. Advanced Study Leave.

- A. Bargaining Unit Members with five (5) years of successive teaching experience with the District may be granted an educational leave of absence without pay up to one (1) year to pursue graduate study at a recognized institution of higher learning.
- B. Requests for leave shall be submitted by March 1 to the immediate supervisor who will process the leave order to obtain the necessary approvals. Documentation as to school registration shall accompany the request.
- C. Salary credits shall be extended for this leave. Other benefits will be made as provided for in the State Code. Following such leave seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.
- D. Individuals granted such leaves must return to the District immediately upon expiration of the leave and shall serve in the District for at least one (1) year. The waiving of this provision will be at the discretion of the Board.

Section 11. School Business Leave.

- A. School business leave, without loss of pay, may be granted for the following reasons with proper District approval:
  - 1. Graduate comprehensive exams
  - 2. Dissertation defense
  - 3. Certification - required trip to Harrisburg
  - 4. Professional meeting
  - 5. School sponsored trips
  - 6. Member of an evaluation team
  - 7. Visitation to other schools
  - 8. Community projects
- B. Proper documentation must accompany the leave request.

Section 12. Military Leave of Absence/Military Reserve Duty Leave. Upon request, a military leave of absence up to four (4) years, unless extended by law, shall be granted to Bargaining Unit Members immediately inducted into the Armed Forces of the United States. Reinstatement of such Bargaining Unit Members released under honorable conditions will be made in accordance with the Veterans Reemployment Act. Bargaining Unit Members, who are members of the military reserves or the Pennsylvania National Guard, shall be entitled to a leave of absence without loss of pay or benefits for up to fifteen (15) days per year while on state or federal military duty, except as otherwise provided by law. Military orders shall accompany requests for absence.

Section 13. Jury Duty and/or Court Order Leave.

- A. The District will make salary differential payments to Bargaining Unit Members required to serve jury duty. Differential payment will be the difference between normal base pay and jury duty pay during the period of leave.
- B. No payment will be made for jury duty which falls within non-school periods.
- C. The Bargaining Unit Member will furnish his/her supervisor with a copy of the court order or subpoena and a statement from the Clerk of the Court attesting to the amount of jury duty monies to be paid.
- D. The above provisions shall also apply to absence for reason of subpoena except where the Bargaining Unit Member is party to a suit, in which case there shall be no salary payment or differential. **This Paragraph** shall not apply to situations where the provisions of **ARTICLE 28. BARGAINING UNIT PROTECTION** are applicable.

Section 14. Special Leave.

- A. A leave of absence without pay may be granted with the approval of the Superintendent for special reasons and not normally covered by the regular leave policy. Such special reasons would include election to state or federal legislative office, service to the government, upon request, for research projects and similar instances deemed appropriate by the District.
- B. Bargaining Unit Members falling under this provision will continue to accumulate salary and allowable absence credits.
- C. Assignments at time of reinstatement will be at the discretion of the District.
- D. Following such leave, seniority for suspension purposes previously obtained shall not be lost, but seniority for suspension purposes shall not be deemed to have accrued during such leave.

## **ARTICLE 18. SUPPLEMENTAL CONTRACTS**

Section 1. Athletic, Elementary and General Supplemental Contracts.

- A. Athletic, Extracurricular, and Leadership supplemental contract positions and corresponding compensations rates shall be calculated as a percentage of the base salary (Inductee, Step 0) for each year of this agreement as listed in **Appendix “A” – Supplemental Contracts** attached hereto, which shall be considered a part of this agreement. Supplemental contracts are awarded on an annual basis. The previous contract holder will normally be considered for renewal in the upcoming year. The exceptions are if the holder does not want to repeat or if the previous holder is not going to be offered a contract, in which cases the contract is considered vacant. In order to confirm the vacancy, the athletic director or supervisor will query previous supplemental contract holders if there is an interest in continuing. In addition, all Extracurricular and Leadership supplemental contracts will be considered vacant at the completion of the contract holder’s fifth (5th) consecutive year in the position.
- B. The parties understand and agree that for implementation purposes and to avoid the burden on the District to fill all supplemental positions on the same 5-year cycle across all positions, the initial supplemental contracts will have staggered term lengths as outlined below. The supplementals will subsequently follow a five-year cycle. The exception to the listed term lengths below will be in the event that a contract is vacated prior to the designated term length due to the annual nature of the contracts.
1. Five (5) years: Extracurricular Supplementals (initial repost spring of 2028)
  2. Four (4) years: Curriculum Coordinators, Instructional Coaches, & Teachers on Special Assignment (initial repost spring of 2027)
  3. Three (3) years: All other Leadership Supplementals (initial repost spring of 2026)
  4. Mentors, Equity Liaisons, Department Chairs, etc.
- C. When it is confirmed which contracts are vacant, the contracts will be internally posted. Since supplemental contracts are assigned on a year-to-year basis and are usually restricted to particular buildings, vacancies for supplemental contracts will be announced in the building where the vacancy exists. If the position is not filled after such announcement, the vacancy will be announced district-wide prior to the employment of a non-Bargaining Unit Member. Applicable information regarding duties, responsibilities, qualifications, and procedures for application shall accompany the announcement.
- D. The administrator who receives applications for vacant contracts shall interview applicants who request an interview; however, the administration shall not be required to interview more than three applicants per supplemental contract per vacancy. When a contract is vacant due to the completion of the previous holder’s 5th year in the position and that previous contract holder expresses interest, in writing, to continue to hold the position, the District shall be required to include the previous contract holder as one of the three required applicants for interview.

E. Compensation for Extra Time for Post-Season Play. In addition to rate increases established in co-curricular salary schedules, coaches of interscholastic sports whose teams are involved in post-season\* play shall be compensated at the following rates:

1. Head Coach \$100/week (maximum of \$500)
2. Assistant Coach \$50/week (maximum of \$250)

\*Post season shall mean District 1 or PIAA State Qualification

Section 2. Elementary Supplemental Contracts. Determinations of the uses and distribution of funds there shall be made by the building Principal in consultation with the site-based team, for additional services required for the efficient operation of the building and equipment. All such payments must have the prior approval of the District Superintendent or designee after they are tentatively determined within each building.

Section 3. Extracurricular Supplemental Contracts. The administrator in each building is responsible for coordinating the supplementals and club/intramural programs. The supplemental program will include the district-designated supplemental stipends in the areas listed below. District-designated supplemental contracts will be determined by the administration in accordance with **this ARTICLE 18. SUPPLEMENTAL CONTRACTS.**

Section 4. Clubs & Activities Supplementals.

A. Each building coordinates after-school programming consisting of clubs, extra-curricular programming and other student activities. Determinations of the uses and distribution of intramural funds therein shall be made by the building principal in consultation with the site-based team, for additional services required for the efficient operation of the building and equipment. All such payments must have the prior approval of the District Superintendent or designee after they are tentatively determined within each building.

B. A standard intramural salary allotment will be provided to each secondary building per year in an amount equal to 2% of the annual bargaining unit base salary (Step 0) on the PEA salary guide. A standard intramural salary allotment will be provided to each elementary building per year in an amount equal to 1% of the annual bargaining unit base salary (Step 0) on the PEA salary guide. All intramural stipends must be awarded in quarter increments (25%, 50%, 75%, or 100%) of the standard base supplement amount.

Section 5. AFJROTC Instructors.

A. The stipend listed in **Appendix "A" – Supplemental Contracts** for the AFJROTC program shall be paid to two (2) AFJROTC instructors for the following duties and responsibilities performed outside of the regular school day but within the regular school year:

1. Community service events
  2. Trainings
  3. Afterschool extra-curricular activities
- B. Five (5) days shall be paid to two (2) AFJROTC instructors, based on the appropriate per diem rate, for the instructors to attend and chaperone students participating in the Cadet Leadership Camp each summer at the end of June.
- C. If additional or alternative programs are proposed for the future which require participation over the summer, the programs must be developed and presented through the curriculum process. At that time, if the District is willing to approve and support the new proposals, the agreed upon provisions can be memorialized in a Memorandum of Understanding between the District and the Association.

Section 6. Non-Instructional Student Supervision.

- A. Bargaining Unit Members who elect to provide supervision for students during non-instructional times shall be paid an annual supervision stipend as outlined below.
1. Supervision 1 Rate. Supervision of students during non-instructional transitions such as arrival, dismissal, and breakfast shall be in an amount equal to 2.5 % of the annual teacher base salary (Step 0) on the salary guide.
  2. Supervision 2 Rate. Supervision of students during the 30-minute scheduled lunch period shall be paid at a rate in amount equal to 4.5 % of the annual teacher base salary (Step 0) on the PEA salary guide.
- B. These rates shall be paid out in accordance with the timelines for other District supplemental contracts.
- C. The role of student supervision as defined in this CBA shall mean: The Bargaining Unit Member shall work in conjunction with the administration and PESPA staff to monitor and supervise students during unstructured times, build relationships with students, and support the implementation of school-wide behavior and safety practices in unstructured spaces.
- D. The role of student supervision shall apply only to the role outlined above unless expressly agreed upon by both parties.

**ARTICLE 19. SALARY PAYMENT METHOD**



- Section 1. Bargaining Unit Members shall be paid in twenty-six (26) equal bi-weekly installments, each representing 1/26th of the Bargaining Unit Member's annual salary rounded to the nearest \$.01 per check. It is recognized that, in some school years, there are twenty-seven (27) bi-weekly periods. In those years, salary payments may be paid in twenty-seven (27) equal bi-weekly installments, each representing 1/27th of the Bargaining Unit Member's annual salary, or by appropriately adjusting pay periods, as agreed to by the parties.
- Section 2. Payment in lump sum of remaining annual salary to individual Bargaining Unit Members may be made on the final pay in June in cases of emergency. Requests for lump sum payment shall be submitted in writing on or before the last pay in May.
- Section 3. Bargaining Unit Members will be required to receive salary payments by direct deposit.

## **ARTICLE 20.        SALARIES**

- Section 1. Salary When Working Less than a Full School Term. A Bargaining Unit Member who serves less than a full school year is entitled to receive a salary only in an amount that bears the same ratio to the established annual salary as the number of days worked bears to the number of work days within the annual school term. Each day not worked shall reduce salary by a factor of 1/total number of work days.
- Section 2. Qualifications for Step Entitlement. For purposes of determining salary step entitlement, a Bargaining Unit Member who works for at least one quarterly marking period (ordinarily 45 consecutive student days) but less than three quarterly marking periods (ordinarily 135 consecutive student days) shall receive credit for entitlement to one-half (1/2) of a step; a Bargaining Unit Member who works for three quarterly marking periods (ordinarily 135 consecutive student days) or more shall receive credit for entitlement to a full step. The question of whether a period of authorized absence constitutes a period of working for salary step entitlement purposes shall be determined by referring to **ARTICLE 17. Absence Policy.**
- Section 3. Eligibility for Change of Salary Column. In order to be eligible for change of salary column, a Bargaining Unit Member must submit a "Professional Employee Request for Contract Change," form PER-12, in person to the Personnel Office. All requests and documentation must be submitted by July 1st to be effective on the first pay of September or by November 1st for the change to be effective on the first pay of the second semester. The change in payment will not be retroactive.

Section 4. Unsatisfactory Rating Impact on Salary. A Bargaining Unit Member who receives an unsatisfactory rating on the State-approved rating form (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that he/she is present for duty (year 2), and shall receive the same salary in such next succeeding school year (year 2) as received during the school year to which the unsatisfactory rating applies (year 1). If the Bargaining Unit Member is rated satisfactory at the end of such next succeeding school year (year 2), then in the following school year (year 3), he/she shall be placed on the same step and at the same salary he/she would have received if there had been no unsatisfactory rating (year 1).

Section 5. For Bargaining Unit Members first beginning employment with the District as a permanent teacher or a long-term substitute (subject to **ARTICLE 42. SUBSTITUTES, Section 3. Terms and Conditions of Employment of Long-Term Substitutes, A. 1.**) on or after July 1, 1995, the maximum step on the salary schedule that they may attain on the Inductee column is Step 5 and on the Instructor I column is Step 12. Effective with the 1998-99 school year, any such Bargaining Unit Members who are still on either of these two columns shall have his/her salary frozen at his/her 1997-1998 rate until he/she is eligible to move to the Instructor II column or higher, at which time he/she will move to the step to which he/she would have been entitled if not frozen.

Section 6. Salary Credit for Professional Courses.

- A. Degrees. Degrees will be honored without course review for salary purposes.
- B. Salary Categories Other Than Degree Categories. This refers to post-baccalaureate or post-masters levels of training, and refers to semester hours of college level work beyond the basic degrees. It is recommended that prior to course registration, the Bargaining Unit Member review his/her course selection with the District in light of the following regulations.
  1. Post-Baccalaureate Salary Categories.
    - a. Courses may be either graduate or undergraduate but must be taken subsequent to receiving the Bachelor's Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.
    - b. All courses needed to meet professional certification requirements may be used for salary credit.
    - c. All courses that will contribute to the professional improvement of the Bargaining Unit Member or to mastery of his/her special area of the program will be approvable for salary purposes.

- d. Except as provided for below, all Bargaining Unit Members employed with the Pennsbury School District from July 1, 1995 through June 30, 2006, who receive a temporary professional employee contract and/or professional employee contract shall have until June 30, 2009 to obtain a master's degree and have all credits previously attained count toward columnar movement in accordance with the parties' previous practices. Upon the showing of good cause, the Superintendent may extend the time for a Bargaining Unit Member to complete their Master's Degree Program beyond June 30, 2009.
  - e. All Bargaining Unit Members who receive the temporary professional employee contract or professional employee contract subsequent to July 1, 2006 shall be governed by the salary guides as stated in **Section 6. Salary Credit for Professional Courses, B. Salary Categories Other Than Degree Categories. 2. Post-Master's Salary Categories of this Article.**
  - f. All Bargaining Unit Members that were employed before July 1, 2006 as stated in **Paragraph d. of this Section** who failed to receive their master's degree prior to June 30, 2009 and do not receive an approved extension, may only move on the salary scale in accordance with **Section 6. Salary Credit for Professional Courses, B. Salary Categories Other Than Degree Categories. 2. Post-Master's Salary Categories of this Article.**
  - g. This agreement shall not affect any other past practices or terms and conditions of the collective bargaining agreement. Bargaining Unit Members hired before 1995 will retain their right to move to B+55 and B+65 columns as per **Section 7. Career Ladder of this Article.**
2. Post-Master's Salary Categories.
- a. Courses may be graduate or undergraduate but must be taken following the date of the Master's Degree, and must be taken at a state approved four (4) year baccalaureate degree granting institution unless prior written approval has been granted by the District.
  - b. All courses needed to meet professional certification requirements may be used for salary credit in these categories.
  - c. All courses that will contribute to the professional improvement of the Bargaining Unit Member or to mastery of his/her special area of the program will be approvable for salary purposes.

Section 7. Career Ladder.

<u>Level</u>	<u>Required Educational Attainment for Placement:</u>  <u>For those employed beginning on/after July 1, 2006</u>	<u>Required Educational Attainment for Placement:</u>  <u>For those employed beginning on/after July 1, 2000 and before July 1, 2006</u>	<u>Required Educational Attainment for Placement:</u>  <u>For those employed beginning on/after July 1, 1995 and before July 1, 2000</u>	<u>Required Educational Attainment for Placement:</u>  <u>For those employed beginning before July 1, 1995</u>
Inductee	B	B	B	B
Instructor I	B+15	B+15	B+15	B+15
Instructor II	B+30 or M	B+30 or M	B+30 or M	B+30 or M
Professional Educator I *	M+10	B+45 & M or M+10	B+45 & M or M+10 or B+45	B+45 & M or M+10 or B+45
Professional Educator II †	M+20	B+55 & M or M+20	B+55 & M or M+20	B+55 & M or M+20 or B+55 & 25 yrs. of service
Advanced Professional Educator ‡	M+30	B+65 & M or M+30	B+65 & M or M+30	B+65 & M or M+30 or B+65 & 25 yrs. of service

\* To move to Professional Educator I, must have: M+10 or B+45 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 2000 as a permanent teacher or a long term substitute, B+45.

†To move to Professional Educator II, must have: M+20; or B+55 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+55 and 25 years of service with the District.

‡To move to Advanced Professional Educator, must have: M+30; or B+65 including a masters; or for Bargaining Unit Members beginning employment with the District before July 1, 1995 as a permanent teacher or a long-term substitute, B+65 and 25 years of service with the District.

Section 8. National Board Certification.

A. Acceptable National Board Certification Status. Bargaining Unit Members who attain any of the following certification status shall receive the benefits defined in **under Paragraph B. Compensation of this Article**. The list of certification status is as follows:

1. "National Board Certification" as defined by the National Board for Professional Teaching Standards, 1988,

2. "National Certified School Counselor" as defined by the National Board for Certified School Counselors,
3. "National Certified School Psychologist" as defined by the National Association of School Psychologists,
4. "Board Certified Behavior Analyst" as defined by the Behavioral Analyst Certification Board,
5. "Certified School Social Work Specialist" as defined by the National Association of Social Workers,
6. "Certificate of Clinical Competence-Audiology" or "Certificate of Clinical Competence-Speech-Language Pathology" as defined by the American Speech-Language-Hearing Association,
7. Certificate for National Certified School Nurse as defined by the National Board for Certification of School Nurses.

B. Compensation.

1. Bargaining Unit Members who attain status under:
  - a. "National Board Certification",
  - b. "Board Certified Behavior Analyst",
  - c. "Certified School Social Work Specialist",
  - d. "Certificate of Clinical Competence-Audiology",
  - e. "Certificate of Competence-Speech-Language Pathology"
  - f. National Certified School Nurse

shall receive \$2,000 in the year of receiving the certification in recognition of the expenses incurred in the process of receiving this status.

2. Bargaining Unit Members who attain status under:
  - a. "National Certified School Counselor", or
  - b. "National Certified School Psychologist"

shall receive \$2,000 in the year of receiving such certification, but that amount shall be prorated based upon the date the certificate is received by the Office of Human Resources in relation to the school year. This is because these certifications have significantly lower costs to obtain than the National Board for Professional Teaching Standards.

3. Additionally, these Bargaining Unit Members shall receive as part of salary \$2,000 each subsequent year in addition to other raises attained during the life of this current agreement, so long as such certification is maintained.

Section 9. School Neuropsychology Post-Graduate Certification.

- A. Bargaining Unit Members in the position of School Psychologist may elect to participate in 10-month, competency-based School Neuropsychology Post-Graduate Certification Program offered through KIDS, Inc. Achieving this certification shall permit the Member with the credentials required to perform neuropsychological evaluations as needed by the District. Credits taken shall qualify for reimbursement found in **ARTICLE 22. TUITION REIMBURSEMENT**. Credits for this program can be submitted for tuition reimbursement over the course of two years.
- B. Recipients of this certification shall be awarded an additional annual salary amount equal to that which is awarded to bargaining unit members who achieve their National Board Certification. This amount shall be awarded in full during the school year in which the bargaining unit member completes the requirements for certification. This salary is in addition to and does not supplant any National Certification awarded to the Bargaining Unit Members under **ARTICLE 20. SALARIES Section 7. Career Ladder**.

Section 10. Title I Teachers and Pupil Achievement Teachers (P.A.T.). Except as listed below, **ARTICLE 20. SALARIES** shall apply to all P.A.T. and Title I Bargaining Unit Members. The salaries for P.A.T. and Title I shall be prorated based upon the number of days of work per year and the number of hours worked per day.

- A. Title I Salaries.
  - 1. Educational credit (horizontal movement) on the salary scale shall be given for college degrees and credits.
  - 2. Experience credit (vertical movement) on the salary scale shall be given as follows: Each Title I Bargaining Unit Member employed by the Pennsbury School District will be given one (1) year of experience for each one (1) full year of service with the Pennsbury School District unless otherwise modified through future collective bargaining agreements.
- B. P.A.T. Salaries.
  - 1. Educational credit (horizontal movement) on the salary scale shall be given for degrees and credits up to a maximum of a master's degree for P.A.T. Bargaining Unit Members.
  - 2. No experience credit (vertical movement) shall be given for P.A.T. Bargaining Unit Members. Accordingly, all P.A.T. Bargaining Unit Members will remain at Step 0.
  - 3. A P.A.T.'s hourly rate shall be based upon 82% of the salary scale placement of the P.A.T. Bargaining Unit Member divided by the number of days of work per year for regular, full-time Bargaining Unit Members divided by the number of hours worked per day for regular, full-time Bargaining Unit Members.
- C. Title I and P.A.T. Applicable Benefits/Provisions. The following benefit provisions shall apply to Title I and P.A.T. Bargaining Unit Members as the case may be:

<b>Benefits</b>	<b>Title I</b>	<b>PAT</b>
Health Insurance	4.5 hours/day or more	4.5 hours/day or more
Child Rearing Leave	Yes	Yes
Tuition Reimbursement	4.5 hours/day or more	4.5 hours/day or more
Jury Duty	Yes	Yes
Family Death Leave	Yes	Yes
Advanced Study Leave	Yes	Yes
School Business Leave	Yes	Yes
Induction Program	3.75 hours/day or more	3.75 hours/day or more
Sick Leave Bank	No	No
Sick Leave	Yes – 10 days	Yes – 5 days
Family Illness Leave	Yes	Yes
Personal Leave Days	Yes – 3 days	Yes – 1 day
Tenure	Yes	Yes
Prep Time	Yes – ½ hour	No
Sabbaticals	Yes	Yes
Certification	Creditable service for Level II only if teacher serves minimally 3.75 hours/day or 18.75 hours/week	Creditable service for Level II only if teacher serves minimally 3.75 hours/day or 18.75 hours/week
Reduction in Force (RIF)	RIF and recall based upon seniority within Title 1 staff only	RIF and recall based upon seniority within P.A.T. staff only
Days/Hours of Work	Varies depending on federal funding	Varies depending upon Board funding of the P.A.T. program

Section 11. 2024-2025 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$56,828	\$58,702	\$61,337	\$63,214	\$65,089	\$67,310
1	\$59,230	\$61,203	\$63,977	\$65,952	\$67,925	\$70,264
2	\$60,545	\$62,484	\$65,207	\$67,556	\$69,504	\$71,820
3	\$62,161	\$64,098	\$66,805	\$69,525	\$71,457	\$74,152
4	\$64,099	\$66,029	\$69,130	\$71,842	\$73,766	\$76,886
5	\$65,917	\$67,961	\$71,455	\$74,557	\$76,479	\$79,604
6		\$70,031	\$73,471	\$76,938	\$78,842	\$82,335
7		\$72,827	\$76,654	\$80,112	\$82,028	\$85,917
8		\$74,391	\$78,410	\$81,871	\$83,976	\$88,070
9		\$75,955	\$80,167	\$83,629	\$85,922	\$90,222
10		\$77,791	\$82,811	\$86,206	\$88,577	\$93,248
11		\$79,463	\$85,456	\$88,782	\$91,233	\$96,274
12		\$81,463	\$88,100	\$91,359	\$93,888	\$99,300
13			\$90,745	\$93,936	\$96,544	\$102,326
14			\$93,389	\$96,513	\$99,199	\$105,352
15			\$96,034	\$99,089	\$101,855	\$108,378
16			\$98,678	\$101,666	\$104,510	\$111,404

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.  
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in **Section 7. National Board Certification of this Article.**

Section 12. 2025-2026 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$58,628	\$60,502	\$63,137	\$65,014	\$66,889	\$69,110
1	\$61,030	\$63,003	\$65,777	\$67,752	\$69,725	\$72,064
2	\$62,345	\$64,284	\$67,007	\$69,356	\$71,304	\$73,620
3	\$63,961	\$65,898	\$68,605	\$71,325	\$73,257	\$75,952
4	\$65,899	\$67,829	\$70,930	\$73,642	\$75,566	\$78,686
5	\$67,717	\$69,761	\$73,255	\$76,357	\$78,279	\$81,404
6		\$71,831	\$75,271	\$78,738	\$80,642	\$84,135
7		\$74,627	\$78,454	\$81,912	\$83,828	\$87,717
8		\$76,191	\$80,210	\$83,671	\$85,776	\$89,870
9		\$77,755	\$81,967	\$85,429	\$87,722	\$92,022
10		\$79,591	\$84,611	\$88,006	\$90,377	\$95,048
11		\$81,263	\$87,256	\$90,582	\$93,033	\$98,074
12		\$83,263	\$89,900	\$93,159	\$95,688	\$101,100
13			\$92,545	\$95,736	\$98,344	\$104,126
14			\$95,189	\$98,313	\$100,999	\$107,152
15			\$97,834	\$100,889	\$103,655	\$110,178
16			\$100,478	\$103,466	\$106,310	\$113,204

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.  
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in **Section 7. National Board Certification of this Article.**



Section 13. 2026-2027 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$60,387	\$62,317	\$65,031	\$66,964	\$68,896	\$71,183
1	\$62,861	\$64,893	\$67,750	\$69,785	\$71,817	\$74,226
2	\$64,215	\$66,213	\$69,017	\$71,437	\$73,443	\$75,829
3	\$65,880	\$67,875	\$70,663	\$73,465	\$75,455	\$78,231
4	\$67,876	\$69,864	\$73,058	\$75,851	\$77,833	\$81,047
5	\$69,749	\$71,854	\$75,453	\$78,648	\$80,627	\$83,846
6		\$73,986	\$77,529	\$81,100	\$83,061	\$86,659
7		\$76,866	\$80,808	\$84,369	\$86,343	\$90,349
8		\$78,477	\$82,616	\$86,181	\$88,349	\$92,566
9		\$80,088	\$84,426	\$87,992	\$90,354	\$94,783
10		\$81,979	\$87,149	\$90,646	\$93,088	\$97,899
11		\$83,701	\$89,874	\$93,299	\$95,824	\$101,016
12		\$85,761	\$92,597	\$95,954	\$98,559	\$104,133
13			\$95,321	\$98,608	\$101,294	\$107,250
14			\$98,045	\$101,262	\$104,029	\$110,367
15			\$100,769	\$103,916	\$106,765	\$113,483
16			\$103,492	\$106,570	\$109,499	\$116,600

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.  
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in **Section 7. National Board Certification of this Article.**

Section 14. 2027-2028 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$62,048	\$64,031	\$66,819	\$68,806	\$70,791	\$73,141
1	\$64,590	\$66,678	\$69,613	\$71,704	\$73,792	\$76,267
2	\$65,981	\$68,034	\$70,915	\$73,402	\$75,463	\$77,914
3	\$67,692	\$69,742	\$72,606	\$75,485	\$77,530	\$80,382
4	\$69,743	\$71,785	\$75,067	\$77,937	\$79,973	\$83,276
5	\$71,667	\$73,830	\$77,528	\$80,811	\$82,844	\$86,152
6		\$76,021	\$79,661	\$83,330	\$85,345	\$89,042
7		\$78,980	\$83,030	\$86,689	\$88,717	\$92,834
8		\$80,635	\$84,888	\$88,551	\$90,779	\$95,112
9		\$82,290	\$86,748	\$90,412	\$92,839	\$97,390
10		\$84,233	\$89,546	\$93,139	\$95,648	\$100,591
11		\$86,003	\$92,346	\$95,865	\$98,459	\$103,794
12		\$88,119	\$95,143	\$98,593	\$101,269	\$106,997
13			\$97,942	\$101,320	\$104,080	\$110,199
14			\$100,741	\$104,047	\$106,890	\$113,402
15			\$103,540	\$106,774	\$109,701	\$116,604
16			\$106,338	\$109,501	\$112,510	\$119,807

An additional one thousand dollars (\$1,000) increment is awarded for doctorate.  
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in **Section 7. National Board Certification of this Article.**

Section 15. 2028-2029 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$63,754	\$65,792	\$68,657	\$70,698	\$72,738	\$75,152
1	\$66,366	\$68,512	\$71,527	\$73,676	\$75,821	\$78,364
2	\$67,795	\$69,905	\$72,865	\$75,421	\$77,538	\$80,057
3	\$69,554	\$71,660	\$74,603	\$77,561	\$79,662	\$82,593
4	\$71,661	\$73,759	\$77,131	\$80,080	\$82,172	\$85,566
5	\$73,638	\$75,860	\$79,660	\$83,033	\$85,122	\$88,521
6		\$78,112	\$81,852	\$85,622	\$87,692	\$91,491
7		\$81,152	\$85,313	\$89,073	\$91,157	\$95,387
8		\$82,852	\$87,222	\$90,986	\$93,275	\$97,728
9		\$84,553	\$89,134	\$92,898	\$95,392	\$100,068
10		\$86,549	\$92,009	\$95,700	\$98,278	\$103,357
11		\$88,368	\$94,886	\$98,501	\$101,167	\$106,648
12		\$90,542	\$97,759	\$101,304	\$104,054	\$109,939
13			\$100,635	\$104,106	\$106,942	\$113,229
14			\$103,511	\$106,908	\$109,829	\$116,521
15			\$106,387	\$109,710	\$112,718	\$119,811
16			\$109,262	\$112,512	\$115,604	\$123,102
An additional one thousand dollars (\$1,000) increment is awarded for doctorate.						
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in <b>Section 7. National Board Certification of this Article.</b>						

Section 16. 2029-2030 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$65,507	\$67,601	\$70,545	\$72,642	\$74,738	\$77,219
1	\$68,191	\$70,396	\$73,494	\$75,702	\$77,906	\$80,519
2	\$69,659	\$71,827	\$74,869	\$77,495	\$79,670	\$82,259
3	\$71,467	\$73,631	\$76,655	\$79,694	\$81,853	\$84,864
4	\$73,632	\$75,787	\$79,252	\$82,282	\$84,432	\$87,919
5	\$75,663	\$77,946	\$81,851	\$85,316	\$87,463	\$90,955
6		\$80,260	\$84,103	\$87,977	\$90,104	\$94,007
7		\$83,384	\$87,659	\$91,523	\$93,664	\$98,010
8		\$85,130	\$89,621	\$93,488	\$95,840	\$100,416
9		\$86,878	\$91,585	\$95,453	\$98,015	\$102,820
10		\$88,929	\$94,539	\$98,332	\$100,981	\$106,199
11		\$90,798	\$97,495	\$101,210	\$103,949	\$109,581
12		\$93,032	\$100,447	\$104,090	\$106,915	\$112,962
13			\$103,402	\$106,969	\$109,883	\$116,343
14			\$106,358	\$109,848	\$112,849	\$119,725
15			\$109,313	\$112,727	\$115,818	\$123,106
16			\$112,267	\$115,606	\$118,783	\$126,487
An additional one thousand dollars (\$1,000) increment is awarded for doctorate.						
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in <b>Section 7. National Board Certification of this Article.</b>						

Section 17. 2030-2031 Salary Scale.

Step	Inductee	Instructor I	Instructor II	Professional Educator I	Professional Educator II	Advanced Professional Educator
0	\$67,308	\$69,460	\$72,485	\$74,640	\$76,793	\$79,343
1	\$70,066	\$72,332	\$75,515	\$77,784	\$80,048	\$82,733
2	\$71,575	\$73,802	\$76,928	\$79,626	\$81,861	\$84,521
3	\$73,432	\$75,656	\$78,763	\$81,886	\$84,104	\$87,198
4	\$75,657	\$77,871	\$81,431	\$84,545	\$86,754	\$90,337
5	\$77,744	\$80,090	\$84,102	\$87,662	\$89,868	\$93,456
6		\$82,467	\$86,416	\$90,396	\$92,582	\$96,592
7		\$85,677	\$90,070	\$94,040	\$96,240	\$100,705
8		\$87,471	\$92,086	\$96,059	\$98,476	\$103,177
9		\$89,267	\$94,104	\$98,078	\$100,710	\$105,648
10		\$91,375	\$97,139	\$101,036	\$103,758	\$109,119
11		\$93,295	\$100,176	\$103,993	\$106,808	\$112,594
12		\$95,590	\$103,209	\$106,952	\$109,855	\$116,068
13			\$106,246	\$109,911	\$112,905	\$119,542
14			\$109,283	\$112,869	\$115,952	\$123,017
15			\$112,319	\$115,827	\$119,003	\$126,491
16			\$115,354	\$118,785	\$122,050	\$130,000
An additional one thousand dollars (\$1,000) increment is awarded for doctorate.						
An additional two thousand dollars (\$2,000) increment is awarded for National Board Certification as provided in <b>Section 7. National Board Certification of this Article.</b>						

**ARTICLE 21. LICENSES, FEES, AND OTHER REIMBURSEMENTS**

Section 1. License Reimbursements. The District will reimburse fees associated with renewing licenses that are required for continued employment within the District for Bargaining Unit Members in the five classifications of Guidance, Speech and Language, Psychologist, Behavior Analyst, Social Work, and Certified School Nurse. Reimbursement of these fees shall be made through the balance of tuition reimbursement available to each individual. Reimbursement is strictly limited to fees directly related to license renewals that without that licensure would eliminate the ability of the Member to be employed by the District. This reimbursement does not include fees related to achieving any certifications found under **ARTICLE 20. Salaries, Section 7. Career Ladder.** National Board Certification fees related to joining professional organizations, fees related to attaining Act 48 hours, etc.

Section 2. Supplies Reimbursements. All Bargaining Unit Members will be entitled to reimbursement for up to \$50.00 per year for supplies for their room or for teaching materials.

**ARTICLE 22. TUITION REIMBURSEMENT**

Section 1. Bargaining Unit Members on Steps 0 through 16 of the Salary Schedule will be eligible for tuition refund for up to twelve (12) credits of courses paid by the Bargaining Unit Member up to a maximum of two thousand five hundred dollars (\$2,500) for each year of the Collective Bargaining Agreement.

Section 2. The following requirements will cover such tuition reimbursements:

- A. Courses must be approved by the District prior to registration.
1. Courses in subject areas outside a Bargaining Unit Member's current assignment, other than those that are part of an approved and accredited master's degree, doctoral, or certification program, shall not be reimbursed and shall not count toward column movement, unless approved by the Superintendent or his/her designee.
  2. Bargaining Unit Members shall be required to submit a letter of acceptance for the accredited master's degree, doctoral, or certification program prior to approval.
  3. Bargaining Unit Members shall be required to submit a course list for the accredited master's degree, doctoral or certification program for tracking purposes.
- B. Courses must be of post-baccalaureate or graduate study at a state approved 4-year baccalaureate degree granting institution.
1. For the 2016-2017 school year, the District shall create a list of five (5) institutions and shall exist outside of the Collective Bargaining Agreement and compiled by the District in its sole discretion ("**Appendix XX**"). Bargaining Unit Members may not take "on-line" courses from the institutions listed for reimbursement or credit.
  2. Any request for credits for "on-line" courses through institutions listed on **Appendix XX** shall not be reimbursed and shall not count toward column movement, unless approved by the Superintendent or his/her designee.
  3. **Appendix XX** shall be limited at all times to five (5) institutions. While Bargaining Unit Members may request credits for "on-line" courses through institutions not on the list, the Superintendent or his/her designee may deny such requests for institutions comparable with, or related to, those institutions on the list.
  4. For the 2017-2018 and subsequent school years during the term of this Collective Bargaining Agreement, a committee consisting of representatives of the Association and the District will meet to discuss and approve a list of accredited institutions at which Bargaining Unit Members may take "on-line" courses. This list will exist outside of the Collective Bargaining Agreement and shall be approved annually by a committee consisting of representatives of the Association and the District. If the Association and the District cannot agree on the list of approved institutions, the list from the previous year will remain in effect. Until the 2017-2018 list is developed, the 2016-2017 exclusion list will remain in force, as will paragraphs 1., 2., and 3. above and paragraph 5. below. Bargaining Unit Members may apply for tuition reimbursement for "on-line" courses at institutions not on the approved list, however, the Superintendent or his/her designee will consider such application and approve and deny it in his/her sole discretion.

5. While the 2016-2017 exclusion list remains in force, changes to this list shall be published annually by the District on or before March 1st. If the 2016-2017 exclusion list is not updated by the District, and the initial list of 2017-2018 has not yet been approved, the existing 2016-2017 exclusion list remains in effect.
6. Any Bargaining Unit Member who has been approved to enroll in a master's degree, doctoral, or certification program in an institution that is subsequently included on the exclusion list shall be permitted to complete that program.

- C. Tuition reimbursement for courses as set forth in **Paragraph B of this Section** will remain applicable to all Bargaining Unit Members as provided in **this Article**, whether or not such courses are used to meet the continuing professional education requirement. In addition, tuition reimbursement shall apply to any registration fees for Continuing Professional Education (CPE) credits taken on the initiative of the Bargaining Unit Member.
- D. A grade of "B" or better or its equivalent must be earned.
- E. On salary steps 7 and above all courses must be on the graduate level except as provided in **Paragraph C of this Section**.
- F. The District may waive the above requirements at its discretion.
- G. Reimbursement payments will be made within a reasonable period after appropriate transcripts and course payment receipts are submitted.

Section 3. Any additional credits earned during the school year beyond twelve (12) credits shall not be reimbursed, but may count towards column movement. Bargaining Unit Members shall only be permitted one (1) column movement per school year. Any credits earned and not used towards column movement are eligible to be used towards column movement in future years.

Section 4. If a Bargaining Unit Member is approved for education leave during work hours and the activity carries CPE credit, the registration fees will not be charged against the tuition reimbursement maximum.

Section 5. The District may, at its own discretion, offer payment of registration fees plus CPE hours as an incentive for attendance at a particular workshop or conference offering CPE hours. Such payment would not apply to the tuition reimbursement maximum. District-approved workshops with fees paid by grant funds do not apply to the tuition reimbursement maximum.

**ARTICLE 23. TUITION RECOVERY**

- Section 1. If a Bargaining Unit Member leaves the District within two years of the academic year in which they were reimbursed for a course(s), the Member shall repay one-hundred percent (100%) of the reimbursement to the District of the school year immediately prior to leaving the District and repay fifty percent (50%) of the reimbursement to the District for the second school year prior to leaving the District. For the purpose of **this Section**, “school year” shall be defined as July 1 through June 30.
- Section 2. Exceptions will be made for Bargaining Unit Members who leave because of retirement from the field of public education in the Commonwealth of Pennsylvania; serious illness or disability; relocation of a spouse or significant other to a location which would make it impossible or impracticable for the member to continue to work for the District, or to care for a sick parent, spouse, child, etc., as defined by the Family and Medical Leave Act. Documentation shall be required for all request for exceptions.

#### **ARTICLE 24. RETIREMENT ALLOWANCE**

- Section 1. Bargaining Unit Members who retire from the District under the retirement provisions of the Pennsylvania Public School Employees Retirement System shall be eligible to receive a lump sum payment upon retirement in an amount equal to \$50.00 each day of unused allowable absence for each year of the contract.
- Section 2. In the event that a Bargaining Unit Member shall die while in the employ of the District, his/her beneficiary shall be entitled to the above provision.
- Section 3. All Bargaining Unit Members who retire after the conclusion of the school year will be eligible to continue health care insurance through the months of July and August as per the terms of the Collective Bargaining Agreement. For example, Bargaining Unit Members who retire at the conclusion of the 2021-2022 school year will be eligible to continue health care insurance through July 2022 and August 2022 as per the terms of the Collective Bargaining Agreement.

#### **ARTICLE 25. INSURANCE PROGRAMS**

Except as provided below, the District shall provide five tiered subscriber categories, consisting of single, married couple, family, parent/child and parent/children and shall pay the premium cost for the following insurance programs:

- Section 1. Medical and Prescription Drug Insurance Plans.
- A. Health Benefit Plan Options with RX. The District shall offer the following health benefit plans combined with the listed prescription plan:
1. PPO 20/40 plan with RX 15/40/70/75 (also referred to as the benchmark plan).
  2. PPO 10/20 plan with RX 15/30/50 (also referred to as the buy-up plan).
  3. QPOS 30/40 plan with 15/40/70/75 (also referred to as the alternate plan).

4. The parties acknowledge that the currently existing PPO 20/20 plan shall be discontinued as of June 30, 2024 at close of business.
- B. The District may, at its discretion, offer comparable plans administered through either Independence Blue Cross or the Delaware Valley Health Trust (DVHT). Any change in insurance administration shall be managed through an open enrollment period. The Administration will provide the Association notice of a change in administration and notice of open enrollment period by March 1st.
- C. The parties acknowledge that the health benefit plans and prescription plans cannot be purchased independently, and are only available in the combinations listed above.

Section 2. Member Premium Share. All of the above health benefit plans shall be subject to the contributions or premium share provided below and the District will pay its share of the premium or provide self-insurance coverage for regular full-time Bargaining Unit Members and their eligible dependents.

- A. For those Bargaining Unit Members who subscribe to the PPO 20/40 plan with RX 15/40/70/75 benchmark plan, the following Bargaining Unit Member premium share will be contributed by way of payroll deductions for medical insurance:

1.	2024-2025:	16.0%
2.	2025-2026:	16.0%
3.	2026-2027:	16.5%
4.	2027-2028:	17.0%
5.	2028-2029:	17.5%
6.	2029-2030:	18.0%
7.	2030-2031:	18.0%

- B. For those Bargaining Unit Members who subscribe to the QPOS 30/40 plan with RX 15/40/70/75, the following Bargaining Unit Member premium share will be contributed by way of payroll deductions for medical insurance:

1.	2024-2025:	16.0%
2.	2025-2026:	16.0%
3.	2026-2027:	16.0%
4.	2027-2028:	16.0%
5.	2028-2029:	16.0%
6.	2029-2030:	16.0%
7.	2030-2031:	16.0%

- C. Bargaining Unit Members who elect the PPO 10/20 plan with RX 15/30/50 will pay the applicable percentage of the benchmark plan in addition to 100% of the difference in costs between the benchmark plan and the PPO 10/20 plan with RX 15/30/50.

- D. The contribution share for each succeeding year shall be effective July 1 of that year.
- E. Cost-sharing will be on a pre-tax basis unless Bargaining Unit Member elects otherwise.

Section 3. Hospitalization Reimbursement. For hospitalization under the PPO 10/20 plan with RX 15/30/50, the District will reimburse the Bargaining Unit Member seventy-five dollars (\$75) per day and a maximum of three hundred seventy-five dollars (\$375) per admission. For hospitalization under the PPO 20/40 plan with RX 15/40/70/75, the District will reimburse the Bargaining Unit Member two hundred dollars (\$200) per day and a maximum of one thousand dollars (\$1,000) per admission.

Section 4. Prescription Drug Insurance. Each prescription drug plan will include a mail-order benefit with a three-month supply available for two (2) times the co-pay. Cost sharing will be on a pre-tax basis unless the Bargaining Unit Member elects otherwise. The School District will provide full family coverage in the foregoing program for each regular, full-time Bargaining Unit Member selecting such coverage.

Section 5. Dental Insurance.

- A. The District has established the UCCI Flex Dental Plan as the base plan. Bargaining Unit Members will contribute a percentage of the monthly premium towards their dental coverage as follows:

July 1, 2024 to December 31, 2031 16% of total premium

- B. Bargaining Unit Members electing coverage with a higher monthly premium than the base plan will pay the applicable percentage of the base plan as well as the difference in cost between the base plan and their elected plan. Cost sharing will be on a pre-tax basis unless the Bargaining Unit Member elects otherwise.

Section 6. Vision Insurance.

- A. The Board will continue to make a Vision Insurance Plan ("the Plan") available to members of the bargaining unit. The details of the operation of the Plan shall be as set forth in a Board Policy concerning the Plan which shall not contradict the following:
- B. The Plan shall be an Employee reimbursement plan whereby Bargaining Unit Members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a Bargaining Unit Member and/or eligible dependent(s) of a Bargaining Unit Member during the period July 1, 2024 through June 30, 2031 ("the coverage period").
- C. The Plan shall require that "eligible dependents of a Bargaining Unit Member" shall be the same dependents of a Bargaining Unit Member who are eligible to be covered by the "benchmark" health plan offered by the District.



- D. The maximum total reimbursement for the entire family unit (Bargaining Unit Member and dependent(s) as described in **Paragraph C of this Section**) shall be a total of nine hundred eighty dollars (\$980) over the seven (7) year coverage period. Any receipts dated July 1, 2024 to June 30, 2031, would be credited against the maximum of nine hundred eighty dollars (\$980). The maximum total reimbursement amount for newly hired Bargaining Unit Members and/or his/her dependents shall be reduced by the following annualized amount for each year of this Agreement during which the newly hired Bargaining Unit Member was not employed. Individuals hired as one year Full-Time Substitutes or less will also receive a pro-ration of the vision available based on the following schedule.

2024-2031     \$140 per year

- E. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expense (i.e., performance of the eye examination or refraction, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.
- F. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of one hundred forty dollars (\$140) during the one (1) year coverage period.
- G. The cost of eye examination and refractive services performed by a licensed Doctor of Medicine or Osteopathy, including an ophthalmologist or a licensed optometrist, including, but not limited to case history, external and internal examination of the eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.
- H. The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames, adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakic, contact and/or tinted lenses or frames), or where required due to loss, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.
- I. The following expenses shall not be approvable expenses of the Plan: The cost of sunglasses, medical or surgical treatment, drugs or other medications, services normally provided free of charge, any vision care service covered by existing District insurance policies, and services not included within the Plan as set forth in Board Policy concerning the Plan.

Section 7.     Life Insurance.

- A. Group Term Life Insurance in an amount equal to 100% of the base salary of the Bargaining Unit Member rounded to the nearest thousand dollars. Bargaining Unit Members employed prior to July 1, 1986 shall have an option to be exercised at retirement: (a) for the District to pay the premium cost for a two thousand five hundred-dollar (\$2,500) paid up policy of life insurance; or, (b) for the District to pay the premium cost of a five thousand-dollar (\$5,000) term policy effective until age sixty-five. Bargaining Unit Members employed on or after July 1, 1986 will be entitled for the District to pay the premium costs of a five thousand-dollar (\$5,000) term policy effective until age 65.
- B. Any Bargaining Unit Member whose base salary is in excess of fifty thousand dollars (\$50,000) shall have the right, at his/her option, to waive the portion of life insurance in excess of fifty thousand dollars (\$50,000) face value by written request to the personnel office. Such voluntary waiver may be revoked at any time in writing and full life insurance will be restored as soon as administratively possible.

Section 8. Cafeteria Plan. The District and the Association agree to investigate the implementation of a cafeteria plan for fringe benefits during the term of this Agreement.

Section 9. Section 125 Plan. The Board will establish a Section 125 Plan in compliance with the provisions of Section 125 of the Internal Revenue Code. The Board will establish a qualified provision within the plan to allow monthly employee contributions for unreimbursed medical and dependent care expenses to be made on a pre-tax basis for federal tax purposes, as may be allowed by the Code at that time.

Section 10. Mutual Change of Insurance Programs. Except where otherwise provided in this agreement, the parties agree that the insurance programs contained in this Agreement may be modified by mutual agreement, provided that any such Agreement shall be in writing and signed by the parties.

**ARTICLE 26. NON-REPRISAL**

Section 1. For the purpose of **this Article**, the term “reprisal” shall mean an act of retaliation or intimidation taken or a threat to take such action against any person or persons for their lawful actions in support of a labor dispute, or in opposition to the strike, or for their nonparticipation in the strike. No legal action or grievance shall be considered a reprisal nor shall any proportionate reduction in salary or supplemental compensation on account of work not performed be considered a reprisal.

Section 2. Neither the School Board nor the PEA nor any member, agent or representative thereof, nor any District Employee whatsoever, shall take any reprisal against any person or entity as set forth in **Section 1 of this Article** during the term of this Agreement.

**ARTICLE 27. STUDENT DISCIPLINE**

- Section 1. The Board and the Association recognize a mutual responsibility for the enforcement of policies in regard to student discipline.
- Section 2. To ensure the safety of all students within the school environment, appropriate discipline may be used in accordance with the current applicable laws of the Commonwealth of Pennsylvania.
- Section 3. The Board shall support the Superintendent, principals and Bargaining Unit Members in carrying out such policies. Further, the Board through the Superintendent, holds all personnel responsible for proper control and behavior of students while under the legal supervision of the school. Full support of this policy shall be expected of all school personnel.
- Section 4. Standards of Behavior. Since Bargaining Unit Members act in loco parentis, they are to maintain appropriate standards of behavior.
- A. Bargaining Unit Members should provide an example of self-discipline and standards of behavior for students to emulate.
  - B. Bargaining Unit Members are expected to maintain order and courtesy within the school activities in which they participate.
  - C. Bargaining Unit Members must use firm authority in order to develop an atmosphere for effective learning.
  - D. Bargaining Unit Members must assume personal responsibility to solve discipline problems when they arise; however, student behavior problems should be discussed with the Principal before they become serious.
  - E. Bargaining Unit Members must recognize limitations in disciplinary action, meting out only those actions that can be carried out.
- Section 5. Suspension Procedures. Serious student misconduct may merit suspension. Suspension action is the prerogative of the Principal.
- Section 6. Corporal Punishment. Corporal punishment, defined as physically punishing a student for an infraction of the discipline policy, is prohibited. As provided by Title 22, Education; Section 12.5(b) of the Pennsylvania Code, reasonable force may be used by teachers and school authorities under the following circumstances:
- A. To quell a disturbance;
  - B. To obtain possession of weapons or other dangerous objects;
  - C. For the purpose of self-defense; and/or
  - D. For the protection of persons or property.
- Section 7. Bargaining Unit Members shall receive prompt notification of a pupil in their classes who has severe physical and/or emotional problems within the recorded knowledge of the administration and other appropriate professional staff.

**ARTICLE 28. BARGAINING UNIT PROTECTION**

Section 1. Purpose. To provide support for Bargaining Unit Members who are assaulted and/or injured while engaged in the proper performance of their duties within the scope of their employment.

Section 2. Reporting. In the event of an assault or injury, it is the Bargaining Unit Member's duty to notify his/her supervisor immediately so that the proper action may be taken by the School District. The Bargaining Unit Member shall cooperate with the District in completion of any reports.

Section 3. Assault.

- A. Where injuries are suffered as a result of an assault as described in **Section 1 of this Article**, and the Bargaining Unit Member is thereby prevented from fulfilling his/her duties, upon certification from the physician, the District shall continue to make salary payments to the Bargaining Unit Member subject to the exceptions, reductions, and right of recovery outlined below.
- B. Unless disapproved by the Superintendent, in writing and stating valid reasons for such disapproval, there shall be no deduction from allowable sick leave or personal leave during any such period of absence.
- C. The amount of salary payment by the District shall be reduced by the amount of worker's compensation recovery, or by any insurance payments to the Bargaining Unit Member of any kind, whether on account of the absence or of the injury, unless such insurance payments are directly attributable to out-of-pocket expenses suffered by the Bargaining Unit Member such as medical bills, and shall also be reduced by the amount of any recovery in a law suit on account of the assault.
- D. Where salary payments are made by the District prior to receipt of compensation via other sources, the District shall have a right of repayment by the Bargaining Unit Member for such excess payments by the District, and such excess payments may be recovered by future deductions from salary.
- E. In cases of serious injury or extended absence on account of an assault, provisions may be made by the Board in addition to or in lieu of the provisions in this Policy at the discretion of the Board.
- F. Where criminal proceedings are brought against a Bargaining Unit Member as a result of an assault occurring while the Bargaining Unit Member was engaged in the proper performance of his duties within the scope of his/her employment, the Board will furnish upon request legal counsel to defend him/her in such proceedings. The furnishing of counsel at any appellate proceedings shall be at the discretion of the Board.

- G. The Board shall reimburse Bargaining Unit Members for the reasonable cost of any clothing or other similar uninsured personal property (not including automobiles) damaged or destroyed as a result of an assault suffered by that Bargaining Unit Member while he/she was acting in the proper discharge of his/her duties within the scope of his/her employment. Such payments are subject to the District's right of reduction and recovery where the Bargaining Unit Member receives compensatory payments from any other source.

Section 4. Injury and Workers' Compensation Benefits.

- A. Absence due to injury incurred in the course of a Bargaining Unit Member's employment for which a Bargaining Unit Member is eligible for Workers' Compensation benefits shall not be charged against the Bargaining Unit Member's sick leave days, up to a maximum period of one (1) calendar year. The Bargaining Unit Member shall sign over all Workmen's Compensation payments to the District except for those payments received by the Bargaining Unit Member during the summer months.
- B. Except as provided for in **Paragraph C of this Section**, Bargaining Unit Members shall be charged sick leave days for all medical appointments scheduled during the workday that are related to injuries incurred in the course of a member's employment for which a member is eligible for Workers' Compensation benefits.
- C. For medical appointments scheduled during the workday related to injuries incurred in the course of a Bargaining Unit Member's employment for which a member is eligible for Workers' Compensation benefits, members will not be charged sick days, as long as both of the following are true:
  - 1. The member certifies to the District that the only times offered by the medical provider were during the workday or the carrier scheduled the appointment; and
  - 2. The District, at its discretion, confirms with the medical provider/carrier that the only times the appointment could have been scheduled was during the workday.
- D. In order to qualify for any Workers' Compensation leave, the claim for compensation must first be approved by the carrier.

Section 5. Childhood Illness. In the event a Bargaining Unit Member contracts a childhood illness and is prevented from fulfilling his/her, teaching duties, upon certification from a physician on forms provided by the District, the District shall continue to make salary payment to the Bargaining Unit Member, without deduction from sick leave entitlement. Childhood illnesses shall be defined as rubeola (measles), epidemic parotitis (mumps), varicella (chicken pox), and rubella (German measles), conjunctivitis (pink eye), scabies, and pediculosis.

**ARTICLE 29. STATEMENT OF COMMITMENT**

- Section 1. It is the intention of the Pennsbury Education Association and of the Administration, through the District Superintendent, that during the term of this Agreement the quality and level of education imparted in the classroom and throughout the educational program shall be substantially upgraded through the efforts and commitment of all concerned.
- Section 2. In order to accomplish this mutual objective it is intended that the members of the bargaining unit and of the Administration shall individually and collectively use their influence, abilities and best efforts to create, stimulate, maintain and enhance the educational atmosphere and emphasis of the highest possible caliber in the education of the students of the Pennsbury School District. It is agreed that such best efforts shall include renewed efforts by the parties to improved educational achievement of each student and to advances in personal and behavioral growth by each student. It is understood that such dedication will be reflected by the attitude and personal example set by all involved.
- Section 3. It is further agreed that the parties to this memorandum will encourage each participant in the educational program to decrease absenteeism, to stimulate interest and achievement, and to promote an increased degree of cooperation among Bargaining Unit Members, administrators and students. It is the expectation of the parties that their commitment to these goals, as evidenced hereby, will result in improved educational and personal benefits to each student as well as an enhancement of the stature of public education in the Pennsbury Community.

**ARTICLE 30. ACADEMIC FREEDOM**

- Section 1. The District and the Association recognize as goals to seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of the respect for the dignity of the individual, for the Constitutions of the United States and the Commonwealth of Pennsylvania, and to instill appreciation of the values of individual personality. It is recognized that these democratic values can be transmitted best in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning and in which academic freedom is enjoyed.
- Section 2. Freedom of individual expression, consistent with the obligation to respect the rights of all other parties, shall be fostered to safeguard the paramount interest of the schools in the learning climate for pupils.
- Section 3. It is recognized that academic freedom is the right of the learner. Therefore, no arbitrary limitations shall be placed upon student study, investigation, presentation and interpretation of facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, when pursued in accordance with Board policy, rules and regulations.

**ARTICLE 31. PERSONAL PROPERTY FUND**

- Section 1. The District shall establish a fund of Five Thousand Dollars (\$5,000) in each year of this Agreement which shall be used as a source of reimbursement to Bargaining Unit Members, subject to the terms and conditions set forth in **this Article**, for the cost of replacing or repairing personal property which is damaged, destroyed or lost while the Bargaining Unit Member is acting in the proper performance of his/her duties.
- Section 2. Claims for reimbursement for each school year shall be submitted, in writing, to the office of the District Superintendent, by May 15th of that school year. Claims occurring after May 15th shall be submitted in the next school year.
- Section 3. The Bargaining Unit Member shall have the burden of establishing his/her claim by appropriate documentation, which shall include, but not be limited to, an affidavit of the Bargaining Unit Member, a copy of any police report that was made, a copy of any insurance related documents, such other reports as are available, and documentation of the value of the personal property involved.
- Section 4. All claims will be determined at the end of the school year by a Personal Property Fund Committee consisting of two persons appointed by the District Superintendent and two persons named by the Association. In determining which claims shall be reimbursed, the following guidelines shall be applied.
- A. No claim shall be paid where the Bargaining Unit Member's loss is found by the Committee to have resulted from the claimant's negligence or contributory negligence.
  - B. No claims will be paid for losses which have been or are reimbursed from any other source. If a claim is paid and reimbursement is later received, the Bargaining Unit Member shall refund the amount paid to the extent of the other-source reimbursement received.
  - C. No claim shall result in payment of reimbursement in excess of Five Hundred Dollars (\$500) for any losses resulting from a single incident or occurrence.
  - D. The total amount paid on account of all claims for one year shall not exceed the amount of the Personal Property Fund.
  - E. In the event that the allowable claims exceed the amount available in the Personal Property Fund, all claims shall be prorated.
  - F. In the event that the Committee is unable to reach agreement concerning any aspect of any claim or claims, such dispute shall be submitted to the Eastern Regional Director of the Pennsylvania Bureau of Mediation for resolution by him/her or his/her designee. His/her determination in such case shall be binding.
- Section 5. It is expressly agreed that determinations made pursuant to the provisions of **this Article** shall be final and binding and that no provision of **this Article** nor any determination made or action taken hereunder shall be a proper subject for the Grievance Procedure of **ARTICLE 37. Grievance Procedure** or for arbitration pursuant to said Grievance Procedure.

## **ARTICLE 32.           ASSIGNMENTS AND TRANSFERS**

- Section 1.     The Board supports a practice of filling Bargaining Unit Member vacancies from within the District whenever possible. Effective July 1, 2005, this practice shall also be extended to supplemental contracts, subject to Board discretion in unusual cases.
- Section 2.     The District will annually, on or about February 1st, survey the Bargaining Unit to determine whether any Bargaining Unit Member desires a change in grade and/or subject assignment, or desires a transfer to another building or activity.
- Section 3.     In addition to responding to the annual survey, a Bargaining Unit Member who desires a change in grade and/or subject assignment or who desires transfer to another building or activity may file a written request for such change with the District Superintendent or designee at any time. Such requests will include the new grade(s) and/or subject(s) desired and the school(s) of transfer, in order of preference.
- Section 4.     Responses to the annual survey and requests for transfer will be reviewed at least annually in terms of known or projected vacancies for the following year. Consideration will be given to the Bargaining Unit Member's area of competence, years of experience, quality of teaching and other factors which reflect qualifications for effective performance.
- Section 5.     In case of administrative vacancies, an announcement shall be made through the proper administrative channels to publicize such vacancies in order that internal candidates may apply. During the school term, announcements will be posted on building bulletin boards. Applicable information regarding duties, responsibilities, qualifications, and procedure for application shall accompany the announcement.
- Section 6.     Known vacancies in Bargaining Unit positions shall be announced on or before May 30th of each year. When filling these vacancies, preference will be given to current Bargaining Unit Members over new hires. Filling of vacancies, assignments, reassignments, transfers, and promotions will be at the discretion of the Superintendent and will be based upon the educational needs of the District and maximum utilization of training and experience. However, in-District capability will be reviewed first versus outside candidates.
- Section 7.     All vacancies in the Bargaining Unit will be posted for five (5) work days. During the summer, vacancies will be posted for five (5) business days. Over the summer, the Human Resources Department will send all Bargaining Unit postings to all Bargaining Unit Members via school district e-mail.
- Section 8.     Bargaining Unit Members who have served in a special education position for at least five school years and who possess a general education certificate may request (1) transfer to a non-special education teaching position or (2) rotation out of special education into a non-special education teaching position for one school year (with the right to return to a special education position after the one year rotation). The second option is subject to an appropriate general education position being available to rotate into. Such requests will be given consideration over new hires.



- Section 9. In making involuntary assignments and transfers, the convenience and wishes of the individual Bargaining Unit Member will be considered.
- Section 10. A Bargaining Unit Member shall be notified of a proposed transfer or reassignment at a scheduled conference and shall have the right of appeal to the District Superintendent.

### **ARTICLE 33. DUE PROCESS**

- Section 1. The Board and the Association expressly agree that the Board and the Administration shall have the right to discipline a tenured professional employee for cause.
- Section 2. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, verbal reprimand, written warning, written reprimand, suspension from employment duties with or without pay, demotion, unsatisfactory rating, dismissal for cause.
- Section 3. When an administrator schedules an investigatory or disciplinary meeting with a Bargaining Unit Member, the Bargaining Unit Member is to be given notice as to the nature of specificity of any charge or investigation prior to attending any meeting with administration. The administrator shall also communicate to the Bargaining Unit Member that the Member has a right to have representation present at the meeting.
- Section 4. No tenured Bargaining Unit Member shall be dismissed unless the District Superintendent shall recommend dismissal and a two-thirds (2/3) majority of the Board shall vote for dismissal at a public meeting of the Board.
- Section 5. In determining whether cause exists for dismissal, that term shall specifically include just cause, or any conduct or action by a tenured Bargaining Unit Member which would lawfully provide a proper basis for dismissal pursuant to section 1122 of the Public School Code of 1949 and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.
- Section 6. In the event that the District Superintendent shall recommend to the Board that a tenured Bargaining Unit Member be dismissed, that recommendation and the reasons therefor shall be transmitted in writing to the Board President and the Bargaining Unit Member involved. Within ten (10) days after receipt by the Bargaining Unit Member involved of such recommendation, he/she shall elect in writing whether he/she elects to proceed under Sections 1121 through 1131 of the School Code or in accordance with **ARTICLE 37. Grievance Procedure** at Step Five. Tenured professional employees whose dismissal for cause has been recommended may follow the Grievance Procedure or request a hearing pursuant to Sections 1121 through 1132 of the School Code, but not both.
- Section 7. **This Section** shall apply to disciplinary actions only and shall not apply to retirements, suspensions, non-disciplinary transfers, non-disciplinary demotions, abandonment of contract, resignation, or other changes in tenured Bargaining Unit Member status which are initiated by the Bargaining Unit Member, or which are initiated by the Board for reasons other than for the purpose of discipline of an employee for cause.

**ARTICLE 34.           REORGANIZATION**

- Section 1.     The District and the Association recognize that a grade reorganization involving a "middle school" concept occurred during the term of a previous contract. In the event of a similar grade reorganization which necessitates Bargaining Unit Member transfers or reassignments, the following procedures will be followed.
  
- Section 2.     The District will provide the professional staff with information concerning transfers, reassignments, or new assignments that may be necessitated by the grade reorganization and will thereafter survey the Bargaining Unit to determine Bargaining Unit Member preferences with regard to any new assignments created by the grade reorganization. The survey shall be so constructed as to allow three preferences to be expressed in order of preference.
  
- Section 3.     The District shall determine criteria for each such new assignment or reassignment, which may include required certification, a specified area of competence, years of service, a specified major field and/or prior experience in a particular subject or at a particular grade level. The information furnished to the Bargaining Unit Members shall specify the criteria for each new assignment or assignment created or effected by the grade reorganization.
  
- Section 4.     A Bargaining Unit Member who has expressed a preference for a particular reassignment or new assignment and who meets the criteria established for the new assignment or reassignment shall be assigned to the assignment.
  
- Section 5.     In the event that two or more Bargaining Unit Members who meet the assignment criteria express a preference for a given assignment, the order of their stated preference for that assignment shall be first considered. If two or more Bargaining Unit Members have expressed an equal level of preference for the assignment, **ARTICLE 32. ASSIGNMENTS AND TRANSFERS** shall be followed.
  
- Section 6.     In the event that additional transfers are necessary after consideration has been given to stated preferences as set forth above, the District shall follow **ARTICLE 32. ASSIGNMENTS AND TRANSFERS** in making such additional transfers.

**ARTICLE 35.           RESIGNATIONS AND CONTRACT FULFILLMENT**

- Section 1.     Resignations submitted within a period of less than sixty (60) days of the effective date of resignation will not be honored unless a suitable replacement is acquired or the reason for termination is an incapacitating illness or physical disability.
  
- Section 2.     The Association will assume the responsibility of emphasizing this requirement to members during its membership meetings.
  
- Section 3.     Forfeiture of all benefits due the Bargaining Unit Member will be exercised as provided in the School Code.

**ARTICLE 36.           CONTRACT ISSUANCE PROCEDURE**

Section 1. As Bargaining Unit Members resign/retire, an equivalent contract will be issued. This contract may be within the same subject area and position or may be issued in another subject area or position unless the position is no longer needed in which case no additional contract will be issued.

Section 2. In order to accommodate an overflow of students, extra teaching sections equivalent to less than a full-time Bargaining Unit Member may need to be added on a temporary basis. These less than full positions will be filled as full-time substitutes. Likewise, the District will not demote or decrease the contract status of any Bargaining Unit Member who is affected by a decrease in class sections.

## **ARTICLE 37. GRIEVANCE PROCEDURE**

### Section 1. Definitions.

- A. A "grievance" shall mean a complaint by a Bargaining Unit Member or the Association 1) that there has been as to them or it a violation or inequitable application of any of the provisions of this Agreement or 2) that they or it has been treated inequitably by reason of any act or condition which is contrary to established Board policy or practice governing or affecting Bargaining Unit Members, except that the term "grievance" shall not apply to any matter as to which the Board is without authority to act.
- B. An "aggrieved person" is the person or persons making the complaint.
- C. A "party of interest" is the person or persons making the complaint or any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. The term "days" when used in **this Article** shall mean working school days.

### Section 2. General Procedures.

- A. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum. Failure to appeal the grievance at any steps of the Procedure within the prescribed time limits will make the grievance void. Failure on the part of the District in rendering decisions within the prescribed time limits will automatically appeal the grievance to the next step of the Procedure. By mutual agreement, extensions to time limits may be made at the various steps of the Procedure.
- B. In the event a grievance is filed on or after June 1, the parties agree to make a good faith effort to resolve the issue prior to the end of the school term or as soon thereafter as is practical. In the event a grievance is filed so that sufficient time as stipulated under all levels of the Procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeals, then said grievance shall be resolved in the new school term in September under the terms of this Agreement and **this Article**, and not under any succeeding agreement.

- C. Upon selection and certification by the Association, the Board shall recognize a Grievance Representative in each building and the Association's Professional Rights and Responsibilities Committee.
- D. At all steps of the Procedure after a grievance has been presented, at least one (1) member of the Association may attend any meetings, hearings, appeals, or other proceedings required to process the grievance.
- E. All grievances shall be presented as soon as practicable after the occurrence upon which the same is based but in no event later than ten (10) days if the same is not a salary grievance and thirty (30) days if the grievance arises from a salary issue. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.
- F. By mutual agreement, any steps of the Grievance Procedure may be waived in order to process the grievance at a higher step.
- G. In the event of emergencies, at any step of the Grievance Procedure, designees may be appointed for those who represent the Board or the Association.
- H. Resource persons may be utilized at various steps of the Grievance Procedure provided adequate notice is given by either party of such participation.
- I. At his/her option, the aggrieved may appear at any step of the Procedure.

Section 3. Grievance Steps.

- A. STEP ONE. The grievance shall be submitted orally to the Bargaining Unit Member's Principal or other immediate supervisor. Within two (2) days of receiving notification of such grievance, the aggrieved and the supervisor shall discuss the problem in an attempt to resolve the issue. Within three (3) days after such discussion the supervisor shall orally notify the aggrieved of the disposition of the grievance at a conference. In the event that the grievance is not settled within the above time limits, the aggrieved may within five (5) days after receiving the notice of disposition file a written grievance with his/her supervisor-with distribution of copies to be made by the Supervisor as follows:
  - Supervisor
  - Professional Rights and Responsibilities Committee Chairperson
  - Director of Personnel
  - Aggrieved

Grievances must contain the following information:

- Alleged violation, misapplication, or misinterpretation of the agreement and the date of occurrence.
- Section of the agreement or specific policy which was violated.
- Signature of the aggrieved and date of signature.

- Possible solution to settlement.
- If rejected, reasons for such rejection.

The Supervisor shall render a decision, in writing, within five (5) days of receipt of the written grievance.

- B. STEP TWO. If the grievance is not resolved at Step One, it may be appealed within five (5) days after receipt of a written decision. The appropriate District-Level Administrator shall act for the District and the Chairperson of the Professional Rights and Responsibilities Committee for the Association. If no settlement is reached within ten (10) days after submission to Step Two the decision may be appealed to Step Three.
- C. STEP THREE. If the grievance is not resolved at Step Two, it may be appealed within five (5) days after receipt of a written decision. The Superintendent and the President of the Association shall attempt to resolve the grievance within fifteen (15) days after submission to Step Three and if no settlement is reached, it may be appealed to Step Four within five (5) days after a written decision is rendered.
- D. STEP FOUR. The Board and the Association shall hold a hearing within fifteen (15) days after submission to Step Four. An answer will be rendered within fifteen (15) days after the hearing. This decision may be appealed to advisory arbitration within five (5) days of a written decision.
- E. STEP FIVE. Any grievance which is not satisfactorily disposed of in accordance with steps of the grievance procedure outlined above may be submitted to binding arbitration at the request of either party. Such arbitration shall be held in accordance with the following procedure:
1. Within ten (10) days after appeal to Step Five, the parties shall meet to select an arbitrator. If the parties do not meet and/or cannot voluntarily agree upon the selection of an arbitrator either party may notify the Pennsylvania Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven arbitrators. Each party shall thereafter alternatively strike a name until one name remains. The Board shall strike the first name. The person remaining shall be the arbitrator.
  2. The arbitrator shall be without power to make any decision contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement. The Agreement shall be construed in accordance with law, and rules and regulations having the force of law. The arbitrator shall be without power to change the substance of any established Board policy, but shall rule solely on the equity of application of established policies. The Agreement shall not be construed to limit or interfere with the powers, duties and responsibilities of the Board or its policy making authority under applicable law.

3. Fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including salaries, shall be borne by the party requiring testimony of such witness.

Section 4. Miscellaneous.

- A. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party of interest, any grievance representative, any member of the Professional Rights and Responsibilities Committee or any other participant in the grievance procedure by reason of such participation.
- B. All grievance activity above the oral stage of Step One will be conducted outside of regularly scheduled normal work day. If it becomes necessary to conduct grievance meetings during school hours, Association costs including its members' salaries will be borne by the Association.
- C. If, in the judgment of the Association, a grievance affects a group or class of Bargaining Unit Members in more than one (1) building, it may submit such grievance in writing directly to the appropriate District-Level Administrator.
- D. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall not be incorporated in said participant's personnel file.
- E. Both parties will cooperate in the investigation of any grievance and will furnish pertinent information, upon reasonable request, to aid in resolving the grievance.
- F. In the event any Bargaining Unit Member or the Association exercises any right of appeal to a Court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this procedure, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this procedure or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

**ARTICLE 38. DUES DEDUCTIONS**

Section 1. It is agreed that the District will continue for the life of this contract the practice of professional dues collection through payroll deductions. The Association will furnish signature cards signed by the individual Bargaining Unit Member authorizing such professional dues collection for PEA, PSEA and NEA.

Section 2. Deductions shall be made from the first twenty (20) paychecks beginning in September.

- Section 3. The Board shall remit to the Association at the end of each month all monies deducted during the month accompanied by a list of Bargaining Unit Members from whom the deductions were made and the amount of each deduction.
- Section 4. The Association shall be responsible for submitting accurate information authorizing dues deduction and shall indemnify the Board against any claims against the Board as a result of its actions under the provisions of **this Article**.
- Section 5. Bargaining Unit Members Lists.
- A. The District on or before September 15 of each year will provide the Association with a list of the names and addresses of all Bargaining Unit Members. The District will also provide the Association with the name and address of any Bargaining Unit Member hired after September 15, such notice to be provided within thirty (30) days after the date of hire.
  - B. The Association will indemnify, defend and hold the District harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the District to comply with the provisions of **this Section**.
  - C. The Association agrees that regardless of the outcome of any challenges to the validity of indemnification clauses, PSEA and the Association will not assert the invalidity of the indemnification clause in **Paragraph B. of this Section** as a defense to avoid obligations under the clause due to the implementation of the fee, and promise to pay any damages, claims, plaintiffs' attorneys fees awarded or any other type of liability which results from the District's compliance with the provisions of **this Section**.

**ARTICLE 39. ASSOCIATION RIGHTS AND PRIVILEGES**

- Section 1. Information. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available public information concerning the educational program and the financial resources of the District, which shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Bargaining Unit and their students, or which may be necessary for the Association to process any grievance or complaint.
- Section 2. Association Meetings. Meetings of Association groups within the school building or on school property shall require approval of the building Principal or other appropriate administrator after written request for the use of such facility. Such meetings shall be held after the regularly scheduled teacher day.
- Section 3. Bulletin Board. The Association shall have, in each school building, the use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building Principal, but no approval shall be required, except for materials other than proper Association business.
- Section 4. Mail Facilities and Mail Boxes. The Association shall have the right to use the inter-school mail facilities and school mail boxes for legitimate Association business.

Section 5. Exclusive Rights. The rights and privileges of the Association and its representatives as set forth in **this Article** shall be granted only to the Association as the exclusive representative of the Bargaining Unit, and to no other organizations.

Section 6. Board-Association Meetings. Subject to mutual cancellation, there shall be quarterly meetings of representatives of the Association, the Board of School Directors, the Administration, and the other bargaining units of the District to discuss topics related to curriculum, policy concerns, and other education-related issues. Such meetings shall not involve discussions related to grievance or bargaining-related issues.

Section 7. Association Business.

- A. A total of thirty-five (35) teacher days upon request with advance notice will be granted for Association business. The established policy will be adhered to in submission and processing of the Educational Leave Request. Up to five (5) unused days may be rolled over into the next year for a total of forty (40) days for Association business.
- B. Educational Leave Requests for Association business will be submitted to the current president of the Association prior to submission to the particular building administrator.

Section 8. Association President Release Time.

- A. Association President may be allowed additional release time for the purpose of conducting Association business, which shall not be considered a part of the thirty-five (35) teacher days of Association Business Leave provided for in **Section 7 of this Article**. Approval of such additional time shall be at the sole discretion of the applicable building principal and District Superintendent.
- B. If, and only if, the Association President is assigned to a high school building and if intensive scheduling is in effect, he/she shall be assigned to two (2) consecutive teaching periods per day, which shall, if possible, be the first two (2) periods of the day. The remainder of the day will be release time.
- C. If, and only if, the Association President is assigned to a middle school building, he/she shall be assigned to four (4) consecutive teaching periods per day, which shall, if possible, be the first four (4) periods of the day. The remainder of the day will be release time.
- D. If, and only if, the Association President is assigned to an elementary school building, he/she shall be entitled to release time to perform Association Business during the work day, if mutually agreed to by the parties. The President shall suffer no loss in wages, benefits, or other contractual advantage as a result of such use.

Section 9. Association Office Leave.



- A. Upon receipt of a written request made not later than forty-five (45) days prior to the beginning of a school year, the Board will grant a Bargaining Unit Member a leave of absence, without salary or salary advancement and without continuance of benefits, to serve as a full-time elected State or National officer of an Education Association.
- B. During such leave, the Board shall not reimburse the Bargaining Unit Member for the cost of courses taken, nor will the Board continue its payments toward insurance programs.
- C. A Bargaining Unit Member shall not be subject to loss of seniority accrued prior to commencement of Association Office Leave; however, seniority shall not accrue during the period of such leave.
- D. A Bargaining Unit Member who is elected as a part-time State or National Education Association officer (such as Secretary-Treasurer, Treasurer, or member, PSEA Board of Directors) shall be granted up to twenty (20) days of release time to fulfill the responsibilities of that office, provided that the Association shall reimburse the District for the cost of obtaining a substitute for each such day of release time used. At the discretion of the District Superintendent, additional such days may be allowed.

**ARTICLE 40. WAIVERS**

- Section 1. The parties agree that all items presented by the Board and the Association during the negotiations leading to this Agreement have been discussed and that no additional negotiations will be conducted on any item during the life of this Agreement except as expressly provided in this Agreement.
- Section 2. If any new position or salary category is expressly created by the Board during the term of this Agreement, compensation for this position or salary category shall be bargainable immediately in relation to established practice and shall be set by agreement of both parties. If agreement cannot be reached, the compensation will be arbitrable.

**ARTICLE 41. NO STRIKE/NO LOCKOUT**

It is agreed by the Association and the Board that since this Agreement provides for the orderly and amicable adjustment of any and all disputes, differences and grievances, there shall be no resort to a strike, work stoppage or work slowdown during the term of this Agreement or any renewal thereof by the Association or by any group of Bargaining Unit Members therein because of any proposed changes in this Agreement or disputes over matters relating to this Agreement, or disputes over any other matters whatsoever. The Board will not engage in any lockout during the life of this Agreement.

**ARTICLE 42. SUBSTITUTES**

- Section 1. Definitions.

- A. Substitute – A substitute is an individual who has been employed to perform the duties of a professional Employee during such period of time as the professional Employee is absent on sabbatical leave or for other legal cause authorized and approved by the Board.
- B. Long-Term Substitute – A long-term substitute is an individual who is employed to replace a member of the bargaining unit who is absent due to having been granted a Military Leave of Absence, Child Rearing Leave, Special Leave, Sabbatical Leave of Absence, Association Office Leave or Advanced Study Leave, the approved duration of which leave is at least one quarterly marking period (ordinarily forty-five (45) consecutive student days). During each full quarter that a long-term substitute is thus employed as such a replacement he/she shall be considered a member of the bargaining unit upon the terms and conditions set forth in **this Article**. Upon employment, a substitute who qualifies for long-term substitute status shall be notified in writing of his/her qualification for long-term substitute status and of the effective date thereof.
- C. Per Diem Substitute – A per diem substitute is an individual who is employed to replace a member of the bargaining unit (including a long-term substitute) who is temporarily absent for whatever period pursuant to Sick Leave and Family Illness Leave, Personal Leave, Bereavement Leave, School Business Leave, Military Leave of Absence/Reserve Duty Leave, Jury Duty and/or Court Order Leave, or Leave due to Workers' Compensation. A per diem substitute shall not be considered a member of the bargaining unit.

Section 2. Per Diem Substitutes Employed for More than Twenty (20) Consecutive Days for Same Bargaining Unit Member.

- A. A per diem substitute who is employed to replace the same Bargaining Unit Member for twenty (20) consecutive days, and who thereafter continues to be employed for one or more consecutive days shall be paid the per diem rate, equal to the salary amount applicable to the first step, first column of the salary schedule divided by the number of teacher days within the same school year, for each such consecutive day worked after the twentieth (20th) day.
- B. Additionally, a per diem substitute who fulfills the above requirements shall receive a retroactive payment for the first twenty (20) days consisting of the difference between the rate paid on the twentieth (20th) day and the rate payable to the twenty-first (21st) day.
- C. If the District predicts that a long-term absence may occur for which a per diem substitute would ordinarily be employed, it may, at its sole discretion, employ a person as a long-term substitute prior to the twentieth (20th) day of such absence. A decision of the District made under this subparagraph shall not be the subject of a grievance or of arbitration.

Section 3. Terms and Conditions of Employment of Long-Term Substitutes. During the period that a substitute is employed as a long-term substitute, all terms and conditions of employment set forth in this Agreement shall be applicable except as set forth below.

- A. The following Articles or Subsections shall be applicable, but modified as follows:
1. Salary shall be paid in accordance with **ARTICLE 19. SALARY PAYMENT METHOD** and **ARTICLE 20. SALARIES**. Salary step placement shall be determined on the basis of degrees or credit earned and prior service as a professional employee, temporary professional employee or long-term substitute, provided, however, that no long-term substitute's placement on the salary schedule shall be higher than the 5th step and no such employee shall receive credit for degrees or credits earned in excess of the Instructor II column on the salary schedule. **ARTICLE 20. SALARIES, Section 5. Salary Credit for Professional Courses**, shall be applicable, except that **Subsection B.2** shall not be applicable.
  2. Health care insurance shall continue through the summer provided that the Long-Term Substitute has served a full school year (the number of applicable teacher work days) as Long-Term Substitute for the District during the immediately preceding school year. For the purposes of this standard, the Long-Term Substitute must have commenced working for the District on or before the first (1st) regularly scheduled teacher work day of the immediately preceding school year.
  3. **ARTICLE 17. ABSENCE POLICY, Section 3. Sick Leave & Family Illness Leave** entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. Unused sick leave shall accumulate to a maximum of ten (10) days and may be carried over into subsequent periods of employment as a long-term substitute. All or any part of such unused accumulated sick leave may be used during a subsequent period of employment as a long-term substitute.
  4. **ARTICLE 17. ABSENCE POLICY, Section 5. Personal Leave** entitlement shall be allotted pro-rata on the basis of consecutive quarterly marking periods (ordinarily 45 day periods) of employment. One quarter - 1 day; one half = 1.5 days; three quarters = 2 days; full year - 3 days.
  5. The maximum aggregate reimbursement amount under **ARTICLE 25. INSURANCE PROGRAMS, Section 4. Vision Insurance** entitlement shall be pro-rated at the rate of thirty-five dollars (\$35.00) per quarter.
  6. **ARTICLE 18. SUPPLEMENTAL CONTRACTS** amounts shall be pro-rated as appropriate.
  7. **ARTICLE 22. TUITION REIMBURSEMENT** shall be available to long-term substitutes in accordance with the following guidelines:

- a. During each quarterly marking period of service completed as a long-term substitute, one (1) point of entitlement shall accrue.
  - b. Each point shall have a value of one quarter (1/4) of the tuition refund amount applicable annually for regular full-time Bargaining Unit Members. See **ARTICLE 22. TUITION REIMBURSEMENT.**
  - c. No more than four (4) points may be used during any school year.
  - d. Points accumulated during a given school year shall not be carried over for use in subsequent school years, except as follows:
    - (1) Long-term substitutes who earn points during a given school year may use points after the end of that school year for courses completed by September 1st following the end of that school year; and/or,
    - (2) Long-term substitutes who are employed during the next school year as a long-term substitute may use points earned during the preceding school year, subject to the limitation that no more than four points may be used in any school year.
  - e. Points accumulated during a prior school year, which have not been used by the September 1st after the next school year, shall be lost. For example, points accumulated during the 1995-1996 school year must be used by September 1, 1997.
- B. The following Articles or Subsections of this Agreement shall not be applicable:
- 1. ARTICLE 17. ABSENCE POLICY, Section 12. Military Leave of Absence/Military Reserve Duty Leave
  - 2. ARTICLE 17. ABSENCE POLICY, Section 7. Child Rearing Leave
  - 3. ARTICLE 17. ABSENCE POLICY, Section 14. Special Leave
  - 4. ARTICLE 17. ABSENCE POLICY, Section 9. Sabbatical Leaves of Absence
  - 5. ARTICLE 17. ABSENCE POLICY, Section 10. Advanced Study Leave
  - 6. ARTICLE 24. RETIREMENT ALLOWANCE
  - 7. ARTICLE 32. ASSIGNMENTS AND TRANSFERS
  - 8. ARTICLE 34. REORGANIZATION
  - 9. ARTICLE 39. ASSOCIATION RIGHTS AND PRIVILEGES, Section 9. Association Office Leave.
  - 10. ARTICLE 43. REDUCTION IN FORCE

- C. The preceding shall not be construed to grant any rights or privileges to long-term substitute employees except as is expressly set forth therein. Long-term substitutes shall not be deemed to have accrued seniority for suspension (reduction in force) purposes by virtue of their employment as a long-term substitute.

**ARTICLE 43.        REDUCTION IN FORCE**

- Section 1. The District will continue to follow past practice of recognizing the principle of seniority as the first priority in the event of any reduction in force. Recalls will occur in the reverse order of the reduction in force.
- Section 2. In the event that the seniority of two (2) or more professional employees is equal, the professional employee with the greatest length of total (whether or not it was interrupted) prior service to the District as a professional employee shall be considered senior.
- Section 3. If two (2) or more professional employees have equal seniority and equal prior service, the professional employee with the greatest length of service to the District as a long-term full-time substitute shall be considered senior.
- Section 4. If two (2) or more professional employees are equal in seniority, prior service to the District and prior service as a long-term full-time substitute to the District, the most senior shall be determined by lottery.
- Section 5. Tenured professional employees who are recalled from suspension to fill temporary vacancies shall be covered by all the provisions of this Agreement and will be treated as regular employees during any such period of employment.
- Section 6. The term "temporary vacancy," as used in **this Article**, for which professional employees have the right to recall, shall be defined as a professional position to be filled as a result of an approved military leave of absence, child rearing leave, special leave, sabbatical leave of absence, Association office leave or advanced study leave, the approved duration of which is at least one (1) quarterly marking period (ordinarily forty-five (45) consecutive student days).
- Section 7. To be considered available to fill temporary vacancies as defined herein, suspended professional employees must submit to the Director of Personnel by no later than July 1st of each school year written notice of their current address and phone number and of their intent to accept a temporary vacancy when offered.
- Section 8. Failure to comply with the notice requirement set forth above shall result in the professional employee losing his/her right to recall for that school year.
- Section 9. A professional employee who refuses an offer of a temporary vacancy shall lose his/her right to recall for that school year.
- Section 10. A professional employee who refuses an offer of a permanent vacancy shall lose his/her right to recall completely and permanently.

**ARTICLE 44.        TEACHER INDUCTION**

- Section 1. A Bargaining Unit Member who is required to attend an afterschool meeting in fulfillment of the provisions of the District's approved Teacher Induction Plan shall be awarded Act 48 credit for each workshop.
- Section 2. The district-sponsored Induction Program shall be no more than two (2) years in duration.
- Section 3. The district-sponsored Induction Program shall be required for all new hires in the Bargaining Unit.
- Section 4. The summer Induction Program will consist of no more than four (4) days beyond the number of teacher work days in the current collective bargaining agreement.
- Section 5. Each lunch period during the summer Induction Program, except for PEA's day which is a combined meeting and lunch, will be no less than ninety (90) minutes.

**ARTICLE 45. MAINTENANCE, REPAIR, GROUNDSKEEPING AND SAFETY**

- Section 1. The Administration of the Pennsbury School District will seek to schedule ongoing maintenance, repair and groundskeeping activities that are potentially noisy, distracting, or that create noxious fumes in such a manner as to minimize conflict with classes that are in progress.
- Section 2. Bargaining Unit Members shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health or safety. In the event that a Bargaining Unit Member believes that a hazardous or unsafe condition exists in a District building and that as a result of such condition he/she is being required to perform tasks which may endanger his/her health or safety, he/she shall immediately report such condition to the applicable building Principal.
- Section 3. If the described in **Section 2 of this Article** condition is not corrected within a reasonable period of time, the Association, on behalf of a Bargaining Unit Member who has reported such a condition, may initiate Meet and Discuss with the Board or a committee of the Board in accordance with the Pennsylvania Public Employee Relations Act, Act 195, concerning said condition. Said Meet and Discuss session shall be held within five (5) working days of receipt by the Board President of such request for Meet and Discuss.
- Section 4. The Bargaining Unit Member shall continue to work pending conclusion of Meet and Discuss concerning the condition unless the condition presents a clear and present danger to his/her safety as certified to by an appropriate County, State or Federal Agency competent to determine whether the condition presents a clear and present danger to health or safety.

**ARTICLE 46. RESIDENCY**

The District will continue its policy of a no residency requirement for employment in the Pennsbury School District during the term of this contract.

**ARTICLE 47. I.D. TAGS**

I. D. tags will be replaced once during the term of the contract without cost to the Bargaining Unit Member if broken or damaged.

**ARTICLE 48.            TECHNOLOGY**

- Section 1.     The Board and the Association recognize that under Act 195 and Act 88 the "utilization of technology" is designated a non-mandatory subject of bargaining about which the Board is obligated to meet and discuss at the request of the Association. The parties also recognize the obligation of the Board to bargain at the request of the Association, in accordance with law, the impact on Bargaining Unit Members of a managerial decision to implement or utilize technology.
- Section 2.     The Board, in exchange for the acceptance by the Association of its discretionary right to implement technology, pledges that such implementation will not result in the layoff or loss of job for any current Bargaining Unit Member.
- Section 3.     The parties mutually agree that this Agreement is not intended to and shall not be interpreted to prevent the use of technology in ways beneficial to the educational program, to the students, or to the productivity of the staff unless such intent is expressly stated.
- Section 4.     The Association recognizes that use of District computers is for the purpose of enhancing the educational process. This equipment is not to be used for the furtherance of private or business affairs unconnected with the educational process at Pennsbury School District. However, just as there is respect for the contents of a Bargaining Unit Member's desk and files, so there needs to be respect for the contents of a Bargaining Unit Member's computer files. When using the District computers or other electronic resources (including e-mail and other digital portals), all Bargaining Unit Members shall comply with Board Policy 815.1R1: Acceptable Use of Electronic Resources.
- Section 5.     Unless there is prior reason to believe that a Bargaining Unit Member is using a computer improperly, there will not be routine or random inspection of computers. Where required by law enforcement, court order, subpoena, etc., computers will be inspected as required. If the Administration is inspecting a computer for a potential disciplinary purpose, the Bargaining Unit Member will be given notice and an opportunity for a PEA representative to be present.
- Section 6.     Distance learning, virtual schools, and other technological enhancements of the educational program will continue to be studied, as they become available and ready for practical implementation. The Association and Administration will continue an open dialogue concerning such developments.

**ARTICLE 49.            PENNSBURY CYBER ACADEMY AND TEMPORARY REMOTE LEARNING PLAN FOR STUDENTS**

- Section 1.     Pennsbury Cyber Academy. The District and PEA recognize the value of instituting an in-house online Cyber Academy created and instructed by Pennsbury instructors. The Cyber Academy does NOT include the online asynchronous courses taught by Pennsbury staff during their daily assigned teaching schedule.

Section 2. Instructor Selection. Selection for teaching in the Pennsbury High School Cyber Academy Program, referred to as CAP) course will be based upon the following:

- A. A PDE teaching certification is required.
- B. Instructors shall be selected from a pool of volunteers. CAP courses will not be involuntarily assigned.
- C. Pennsbury School District employees that belong in the bargaining unit represented by the Pennsbury Education Association (PEA) and the Pennsbury Educational Support Professionals Association (PESPA) shall have the first opportunity to volunteer for a CAP position. Outside sources shall only be used in the case that no employee from either bargaining unit chooses to volunteer.
- D. Successful teaching experience at appropriate levels and courses pertinent to CAP is required.
- E. Successful previous teaching experience of the assigned course with consideration to recent CAP experience.
- F. Recommendations by appropriate administrators shall be provided.
- G. If more than five (5) students are interested in a particular course, other interested PEA and PESPA bargaining unit members will be offered the opportunity to teach the next five (5) students. If no other qualified bargaining unit member is interested, those students shall remain as additional students within that course.

Section 3. Compensation based on Student Enrollment.

- A. First Student in a Course Rate. CAP instructors shall receive a payment of \$405.00 for nine (9) weeks of instruction, equal to forty-five (45) school days, for the first student enrolled in a particular course.
- B. Subsequent Students(s) in the Same Course Rate. Payment for subsequent students enrolled in the same course shall receive a payment of \$247.50 per student as outlined below:

Example:

Ms. Smith teaches four students for a full semester (18 weeks) of English 9.

Student #1	=	\$405.00
Students #2 through #4 = \$247.50 x 3	=	\$742.50
First 9 weeks for these four students	=	\$1147.50
Second 9 weeks for these four students	=	\$1147.50
Total payment	=	\$2295.50

- C. If a CAP instructor is required to teach a CAP course during the regular instructional day, no additional payment for enrolled students shall be made.



- D. In the event that a student enrolls for less than a nine (9) week/forty-five (45) day period, the payment will be prorated to each day the student is enrolled.

Section 4. Compensation Based on Course Preparations.

- A. Payment will be made in accordance with the following table:

<b>Type of course</b>	<b>Task</b>	<b>Allotment</b>
Full year Block Course	New course/grade level	\$3000
1 Semester Block Course	New course/grade level	\$1500
1 Semester Half Block Course	New course/grade level	\$750
Marking Period Course	New course/grade level	\$325
Full Year Block Course	Revisions	\$1500
1 Semester Block Course	Revisions	\$750
1 Semester Half Block Course	Revisions	\$325
Marking Period Course	Revisions	\$165
Full Year Black Course	Edits	\$800
1 Semester Block Course	Edits	\$400
1 Semester Half Block Course	Edits	\$200
Marking Period Course	Edits	\$100

- B. Exceptions to the above must be brought to the Assistant Superintendent of Curriculum and Instruction for approval.

Section 5. Professional Responsibilities of the Pennsbury Cyber Academy Program (CAP) Instructors. Instructors will offer a minimum of 30 minutes of office hours per week outside of contractual work hours.

Section 6. Technology Access and Training.

- A. Technology will be provided to instructors and students in CAP (e.g. Chromebooks and teacher laptops).
- B. Instructors will have access to training as needed through the Technology Department.
- C. Furloughs and Job Elimination Provision. Consistent with **ARTICLE 48 TECHNOLOGY, Section 2** of this collective bargaining agreement, there will be no elimination of PEA positions or furloughs of PEA positions as a result of CAP enrollment.
- D. Evaluation of Program. A committee of PEA leadership, CAP instructors and administrators will meet at the end of each semester to review the program.

Section 7. Temporary Remote Learning. There shall be an implementation of a Temporary Remote Learning (TRL) program under the following terms and conditions. A doctor's Note is required for all requests.

A. Eligibility for Participation. TRL is available for students in grades PreK-12 with one of the following: 1) a medical ailment that precludes the student from attending class for a minimum of six (6) days and a maximum of twenty-one (21) days; 2) long-term illnesses that cause intermittent absences. TRL is not available for students who: 3) are absent due to travel; 4) have contracted a short-term illness; 5) have an anticipated absence lasting longer than twenty-one (21) days; for this specific reason, homebound or home instructions will be the preferred method of instruction.

B. Process.

1. Once TRL is requested by the student/family, the nurse and building principal will evaluate relevant medical documentation provided and approve or deny participation in TRL.
2. For students in grades PreK-2, the appropriateness of using TRL will be determined on a case-by-case basis by the building principal, teacher and the student/family.
3. Once the student/family is approved and notified, there will be a waiting period of two (2) days to begin TRL so that teachers can properly prepare the technology. TRL may start sooner if possible.
4. With advanced notice and a doctor's note, TRL will start on day three (3) of that absence. TRL will start on day three (3) of an absence provided a doctor's note and advanced notice is given.
5. Each school will have a process for sharing assignments with students who are unable to attend school due to a medical condition. Login information will be shared if students are permitted to attend classes via TRL.
6. Parents/guardians who are experiencing technical difficulties will be instructed to contact the technology department [parenttechhelp@pennsburysd.org](mailto:parenttechhelp@pennsburysd.org) or call 215-428-4117.

C. For the Teacher.

1. Once teachers are notified that a student in their class has been approved for TRL, they will set up a Google meeting each day for the duration of the absence. The Google link must be shared with parents/guardians via email or the designated learning management system (currently Canvas or Google classroom)
2. Teachers may pause or turn off either audio and/or video under the following conditions:
  - a. direct instruction is not taking place and/or not relevant;
  - b. when no direct instruction is taking place;
  - c. during group work;
  - d. when the class moves outside; and/or
  - e. when the teacher deems streaming is impractical.

3. Unless otherwise specified, streaming will not take place during PE class (K-12) and special areas at the elementary level.
  4. Certain topics (e.g. reproductive health or human growth and development) may not be appropriate for TRL. The building principal and classroom teacher will determine what subjects/topics will not be delivered via TRL.
  5. This is a one-way stream. Students who join the class remotely will not be able to raise their hand, participate in any class discussion, or use the chat feature.
  6. Due to the nature of TRL, some IEP programs and/or support services may not be delivered through TRL.
  7. Students will be marked absent; however, it will be considered an excused absence.
  8. Teachers will provide all materials needed for the class through the designated learning management system or teachers may place a packet of materials that parents or siblings may pick up from the main office of the school. The decision is at the teacher's discretion.
  9. In order to maintain the integrity of assessment and student performance, any missed assessments are required to be completed upon the student's return to school.
  10. Teachers are not responsible for the failure of technology.
  11. Livestreams will not be recorded by the school district.
  12. If the regular teacher is absent, it is possible that TRL may not occur during the teacher's absence.
  13. No teacher shall be disciplined based solely on evidence provided within the livestream.
  14. Building nurses will document students who are receiving TRL. The number of students using TRL will be provided to the PEA as requested (approximately monthly).
- D. Any situations that are not addressed in **this Section** will be discussed collaboratively between the District Administration and the PEA leadership.
- E. The TRL procedure will be shared by the District to parents/guardians and students and shall be included in the student handbook.
- F. No part of the process or terms outlined in **this Section** may be changed without discussion and agreement of both parties while the program is implemented. The District reserves the right to run or not to run the TRL program.

**ARTICLE 50. ACTING ADMINISTRATOR & ADMINISTRATIVE INTERN.**

Section 1. Periodically, the District needs the positions of Acting Administrator and/or Administrative Intern to fulfill temporary administrative vacancies or perform administrative assignments for which administrative certification is required. These positions may be applicable to PEA bargaining unit members who hold the necessary administrative certification.

Section 2. Certification. The position of Acting Administrator requires an administrative certification in the specific area of the administrative vacancy. The position of Administrative Intern does not require administrative certification and may be held by bargaining unit members enrolled in an administrative certification program or bargaining unit members who hold an administrative certificate. The Acting Administrator and Administrative Intern positions shall be temporary full-time administrative positions.

Section 3. Compensation.

- A. Acting Administrator. Compensation shall be paid in accordance with the District's Act 93 agreement. The Acting Administrator shall follow the administrative calendar (261 days) and be allotted benefit days in accordance with first year status as a Supervisor or Administrator as outlined in the Act 93 agreement, including 7 vacation days, prorated as necessary. Acting Administrators will continue to retain the medical benefits pursuant to the PEA Collective Bargaining Agreement between District and Association.
- B. Administrative Intern. Administrative Interns remain members of the PEA bargaining unit and are considered to be on special assignment. The Administrative Intern shall work under the supervision of an administrator and shall retain the same salary and benefits that they would receive pursuant to the PEA Collective Bargaining Agreement. Administrative Interns may be required to work on days not required by the PEA Collective Bargaining Agreement. In such cases, each day worked prior to the start of a new school year or on other days throughout the school year, entitles the bargaining unit member to one day of Compensation Time. Administrative Interns may be required to work up to but no more than fifteen (15) days.
- C. Responsibilities and Job Duties. Acting Administrators shall assume the full responsibility of an administrator including staff evaluations, full supervisory duties related to students and staff as assigned, conduct observations, engage in direct supervision and evaluation of professional and classified-support staff members, supervise special education programs, collaborate with District administrators, and additional duties as assigned by the District Administration. Administrative Interns may assume administrative duties related to students, building operations, program implementation, and any additional duties as assigned by the District Administration. The responsibilities of an Administrative Intern shall not include supervisory duties, such as classroom observations or employee discipline related to employees in any bargaining unit.

- D. Leave of Absence to Become an Acting Administrator. Effective upon the date of Board approval and until a permanent hire is approved to fill the vacancy, the Acting Administrator shall be on leave from their position in the PEA bargaining unit; however, they will continue to accrue and maintain seniority for purposes within the PEA bargaining unit. Upon return to the bargaining unit, they shall be placed on the salary scale as if service was unbroken. They will be returned to an assignment for which they are certified and such return to the PEA bargaining unit position shall not constitute a demotion. An Acting Administrator shall not have the option of returning to their PEA bargaining unit position if while serving as an Acting Administrator their employment with the District is terminated for any reason permitted by contract or law.
  
- E. Duration of Position and Filling the PEA Vacancy. The positions of Acting Administrator and Administrative Intern shall be limited to no more than two years in length, after which the individual shall return to a position within the PEA bargaining in which they are certified. During this time, a full-time substitute may be used to fill the vacated PEA bargaining unit position or any position in the same certification area. If the Acting Administrator or Administrative Intern accepts a permanent position as an administrator or separates from the district, the former PEA bargaining unit position shall be immediately posted as a contract vacancy.
  
- F. Indemnification. In the event that an Acting Administrator or Administrative Intern is complained against or sued in any court of record or before any administrative agency as a result of actions in the proper performance of their duties and within the scope of their employment, the District will provide legal counsel and render all necessary assistance to the Acting Administrator and/or Administrative Intern in their defense consistent with the requirements of the Political Subdivision Tort Claims Act, 42Pa.C.S.A. 8548. To be indemnified for such a claim, the Acting Administrator or the Administrative Intern must advise the District immediately in writing of the suit, claim, or other action, and fully cooperate with the District's legal defense of the matter. The above provision shall not apply to disciplinary actions and/or discharge proceedings instituted by the District against the Acting Administrator or Administrative Intern, nor shall the District's provision of legal counsel constitute an admission by it of any liability for the action by the Acting Administrator or Administrative Intern.

**ARTICLE 51. INDEX**

The Index to this Agreement is not intended to be a substantive part hereof, and any of the terms set forth in the Index are inserted purely for convenience of reference and shall not be used to construe any part of this Agreement nor its meaning or effect.

**ARTICLE 52. DURATION AND TERMINATION**

Section 1. This Agreement shall take effect on July 1, 2024 and shall remain in full force and effect until June 30, 2031.

Section 2. Negotiations for a successor agreement shall commence on or about January 11, 2031.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 19th day of September, 2024, in Fallsington, Pennsylvania.

**PENNSBURY EDUCATION ASSOCIATION**

**THE BOARD OF SCHOOL DIRECTORS OF  
THE PENNSBURY SCHOOL DISTRICT**

*Nicole Peirce*

\_\_\_\_\_  
President

*Allyssa Churchwell*

\_\_\_\_\_  
Vice-President

*[Signature]*

\_\_\_\_\_  
President Dr. Joanna Steere

*Joshua Waldorf*

\_\_\_\_\_  
Vice-President Joshua Waldorf

*[Signature]*

\_\_\_\_\_  
Secretary Chris Berdnik

## Appendix “A” – Supplemental Contracts

Supplemental contract rates shall be calculated as a percentage of the base salary (Inductee, Step 0) for each year of this agreement as listed below.

### LEADERSHIP SUPPLEMENTAL CONTRACT RATES

ART K-12		English (MS)	5.0%
Character, Culture & Wellness K-12	10.0%	Mathematics (MS)	5.0%
English Language Dev.	10.0%	Social Studies (MS)	5.0%
FCS 6-12	10.0%	Special Education (MS)	5.0%
Business 6-12			
Technology Ed 6-12			
FCS 6-12	10.0%	Science (MS)	5.0%
Business 6-12			
Technology Ed 6-12			
Library K-12	10.0%	Technology Integration Coach	5.0%
Mathematics K-5	10.0%	Lead Psychologist (HS)	5.0%
Music-Instrumental	10.0%	Lead Guidance – Elementary	5.0%
Music K-12 Vocal	10.0%	Lead Guidance – Secondary	5.0%
Humanities K-5	10.0%	Lead Speech Therapist	5.0%
Nursing Services K-12	10.0%	Building Equity Liaison	5.0%
Physical Education K-12	10.0%	Equity Language Liaison	2.0%
Social Studies 6-12	10.0%	Chemical Hygiene Officer	4.0%
World Language K-12	10.0%		

### EXTRA-CURRICULAR SUPPLEMENTAL CONTRACT RATES

#### K-12 Clubs & Activities

Clubs & Activities – Elem. (7)	1.0%
Clubs & Activities – Boehm (10)	2.0%
Clubs & Activities – Pennwood (10)	2.0%
Clubs & Activities – William Penn (10)	2.0%
Clubs & Activities (10)	2.0%

#### Elementary Level Supplementals

Dismissal Coordinator (Supervision 1)	2.5%
Green Team Coordinator	1.0%
Reading Olympics Coordinator	1.0%
Student Council Advisor	1.0%
Student Safety Coordinator	1.0%
Bus Duty Stipend (2 per school)	1.0%

#### Middle Level Supplementals

Best Buddies	2.5%
Dramatics	4.5%
Dramatics – Stage Manager	3.5%
Honors Band	2.5%
Honors Choir	2.5%
Honors Orchestra	2.5%
Intramural Coordinator	2.5%
Mini-Thon	2.5%
National Junior Honor Society	4.0%
Reading Olympics	2.5%
Student Council	3.5%
Yearbook	2.5%
Supervision 1	2.5%
Supervision 2	4.5%

## HIGH SCHOOL SUPPLEMENTALS

Accompanist	1.0%
Best Buddies	3.5%
Best Buddies	3.5%
Chamber Choir	4.0%
Chess Team	3.0%
Dramatics Director	7.0%
Dramatics Assistant	4.5%
Dramatics Stage Manager – Set Design	4.0%
Falconaires	4.0%
Speech & Debate	8.5%
Speech & Debate Assistant	4.5%
Jazz Band	7.0%
Jazz Band Assistant	4.5%
Marching Band Assistant	5.5%
Marching Band Assistant	5.5%
Marching Band Assistant Director	6.5%
Marching Band Assist	5.5%
Marching Band Director	12.0%
Mathletics	3.0%
Multicultural Youth Leaders	2.5%
Musical – Assistant Music Dir.	4.0%
Musical – Music Director	5.5%
Musical – Pit Orchestra	3.0%
Musical – Stage Director	5.5%
Musical Tech/Set Design	4.0%

National Honor Society	4.0%
National Honor Society	4.0%
PHS Dance Team	3.0%
PHS Mini-Thon	4.0%
PHS Mini-Thon	4.0%
Producer of Musical Theater & Dramatic Arts	10.0%
Prom	9.5%
Prom Assistant	5.5%
Prom Advisor	5.0%
Prom Advisor	5.0%
Sea Falcons	2.8%
Sea Falcons	2.8%
Sports Nite	2.8%
Sports Nite	2.8%
Stage Manager – East General	4.0%
Student Council	4.0%
Student Council	4.0%
Student Council	4.0%
Student Council	4.0%
Yearbook	5.0%
Yearbook Assistant	2.5%
Supervision 1	2.5%
Supervision 2	4.5%
FBLA	4.0%
JROTC* (2)	\$5,600

\*JROTC is a fixed stipend amount as per memorandum of understanding.



## ATHLETIC SUPPLEMENTAL CONTRACT RATES

### Fall Sports

Varsity Football	16.0%
Assistant Varsity Football	9.0%
Assistant Varsity Football	9.0%
Assistant Varsity Football	9.0%
Assistant Varsity Football	9.0%
Assistant Varsity Football	9.0%
Assistant Varsity Football	9.0%
Sophomore Football	6.5%
Freshman Football	6.5%
Freshman Football	6.5%
Assistant Freshman Football	4.5%
Assistant Freshman Football	4.5%
Football 110 lbs (MS)	5.0%
Football 110 lbs (MS)	5.0%
Football 110 lbs (MS)	5.0%
Football Unlimited (MS)	5.0%
Football Unlimited (MS)	5.0%
Football Unlimited (MS)	5.0%
Assistant Football 110 lbs (MS)	4.0%
Assistant Football 110 lbs (MS)	4.0%
Assistant Football 110 lbs (MS)	4.0%
Assistant Unlimited (MS)	4.0%
Assistant Unlimited (MS)	4.0%
Assistant Unlimited (MS)	4.0%
Athletic Coordinator Fall	7.5%
Athletic Coordinator Spring	7.5%
Athletic Coordinator Winter	9.0%
Athletic Coordinator (MS)	4.5%
Athletic Coordinator (MS)	4.5%
Athletic Coordinator (MS)	4.5%
Weight Training, V	8.5%
Equipment Manager (HS)	8.0%
Electronic Sports	8.5%
Electronic Sports Assistant	4.0%

Varsity Field Hockey	12.5%
Assistant Varsity Field Hockey	6.0%
JV Field Hockey	5.5%
Freshman Field Hockey	5.0%
Assistant Freshman Field Hockey	4.0%
Field Hockey (MS)	4.0%
Field Hockey (MS)	4.0%
Field Hockey (MS)	4.0%
Varsity Girls Tennis	11.0%
Assistant Varsity Girls Tennis	5.5%
Varsity Girls Volleyball	11.0%
Assistant Varsity Girls Volleyball	6.0%
JV Girls Volleyball	5.5%
Girls Volleyball (MS)	4.0%
Girls Volleyball (MS)	4.0%
Girls Volleyball (MS)	4.0%
Varsity Golf – Boys	9.0%
Varsity Golf – Girls	9.0%
Varsity Girls Soccer	12.5%
JV Girls Soccer	5.5%
Assistant Varsity Girls Soccer	6.0%
Varsity Boys Soccer	12.5%
JV Boys Soccer	5.5%
Assistant Varsity Boys Soccer	6.0%
Boys Soccer (MS)	4.0%
Boys Soccer (MS)	4.0%
Boys Soccer (MS)	4.0%
Boys Cross Country	10.0%
Girls Cross Country	10.0%
Assistant Boys Cross Country	4.0%
Assistant Girls Cross Country	4.0%
Varsity Cheerleading	8.5%
JV Cheerleading	7.5%
Freshman Cheerleading	4.5%
Cheerleading (MS)	6.5%
Cheerleading (MS)	6.5%
Cheerleading (MS)	6.5%

## ATHLETIC SUPPLEMENTAL CONTRACT RATES

### Winter Sports

Varsity Boys Basketball	13.5%
Assistant Varsity Boys Basketball	7.0%
JV Boys Basketball	6.5%
Freshman Boys Basketball	5.5%
Freshman Boys Basketball- SECOND TEAM	5.5%
Assistant Freshman Boys Basketball	5.5%
Boys Basketball (MS)	4.0%
Boys Basketball (MS)	4.0%
Boys Basketball (MS)	4.0%
Varsity Girls Basketball	13.5%
Assistant Varsity Girls Basketball	7.0%
JV Girls Basketball	6.5%
Freshman Girls Basketball	5.5%
Girls Basketball (MS)	4.0%
Girls Basketball (MS)	4.0%
Girls Basketball (MS)	4.0%
Varsity Boys Bowling	7.5%
Varsity Girls Bowling	7.5%
Boys Winter Track	8.5%
Assistant Boys Winter Track	4.0%

Girls Winter Track	8.5%
Assistant Girls Winter Track	4.0%
Varsity Wrestling Boys	13.5%
Assistant Varsity Wrestling Boys	7.0%
Varsity Wrestling Girls	13.5%
JV Wrestling	6.5%
Wrestling (MS)	4.0%
Wrestling (MS)	4.0%
Wrestling (MS)	4.0%
Assistant Wrestling (MS)	3.5%
Assistant Wrestling (MS)	3.5%
Assistant Wrestling (MS)	3.5%
Varsity Swimming Girls	8.5%
Varsity Swimming Boys	8.5%
Assistant Varsity Swimming Boys	6.0%
Assistant Varsity Swimming Girls	6.0%
Assistant Varsity Driving	6.0%
Unified Bocce	4.0%
Varsity Cheerleading Winter	8.5%
JV Cheerleading	7.5%

## ATHLETIC SUPPLEMENTAL CONTRACT RATES

### Spring Sports

Varsity Baseball	12.0%
Assistant Varsity Baseball	6.0%
JV Baseball	5.5%
Freshman Baseball	4.5%
Asst. Freshman Baseball	4.0%
Baseball (MS)	4.0%
Baseball (MS)	4.0%
Baseball (MS)	4.0%
Assistant Baseball (MS)	3.5%
Assistant Baseball (MS)	3.5%
Assistant Baseball (MS)	3.5%
Varsity Track Girls	11.0%
Varsity Track Boys	11.0%
Assistant Track Boys	6.0%
Assistant Track Boys	6.0%
Assistant Track Boys	6.0%
Assistant Track Girls	6.0%
Assistant Track Girls	6.0%
Assistant Track Girls	6.0%
Co-Ed Middle School Track	4.0%
Co-Ed Middle School Track	4.0%
Co-Ed Middle School Track	4.0%
Assistant Co-Ed Middle School Track	3.5%
Assistant Co-Ed Middle School Track	3.5%
Assistant Co-Ed Middle School Track	3.5%
Unified Track	4.0%
Unified Track	4.0%

Varsity Softball	12.0%
Assistant Varsity Softball	6.0%
JV Softball	5.5%
Freshman Softball	4.5%
Asst. Freshman Softball	4.0%
Softball (MS)	4.0%
Softball (MS)	4.0%
Softball (MS)	4.0%
Assistant Softball (MS)	3.5%
Assistant Softball (MS)	3.5%
Assistant Softball (MS)	3.5%
Varsity Girls Lacrosse	11.0%
Assistant Varsity Girls Lacrosse	7.0%
JV Girls Lacrosse	6.0%
Varsity Boys Volleyball	11.0%
assistant Varsity Boys Volleyball	6.0%
JV Boys Volleyball	5.5%
Varsity Boys Tennis	11.0%
Assistant Varsity Boys Tennis	5.5%
Varsity Boys Lacrosse	11.0%
Assistant Varsity Boys Lacrosse	7.0%
JV Boys Lacross	6.0%
Girls Soccer (MS)	4.0%
Girls Soccer (MS)	4.0%
Girls Soccer (MS)	4.0%

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