

**AGREEMENT**

**BETWEEN THE**

**NESHAMINY SCHOOL DISTRICT  
BOARD OF SCHOOL DIRECTORS**

**AND THE**

**NESHAMINY SCHOOL DISTRICT  
ADMINISTRATORS ASSOCIATION**

**July 1, 2020 to June 30, 2025**

## **I - PURPOSE AND SCOPE**

The Board recognizes that Act 93 has given administrators the opportunity to meet and discuss in “good faith” with their school board members on wages, benefits, and information as to how these are developed and are to be administered.

## **II - AGREEMENT**

This agreement was entered into this June 23, 2020 by and between the Neshaminy School District Board of School Directors, hereinafter called the “Board”, and the Neshaminy School District Administrators Association, hereinafter called the “Association”.

The Board and the Association recognizes and declare that providing a quality education for the children of the Neshaminy School District is their mutual aim; and the parties, following Meet and Discuss sessions, have reached certain agreements to which they desire to be legally bound.

The term administrator in this document shall be employees who hold the positions listed on and identified in Section V.

## **III - RECOGNITION**

A. The Board hereby recognizes the Association as representing all Administrators who are identified in the body of this agreement.

B. The Board agrees not to Meet and Discuss with any administrator’s organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual represented by the Association from presenting a grievance and having the grievance adjusted without intervention by the Association, if the adjustment is not inconsistent with the terms of this Agreement.

Resolutions of such grievances will be disclosed to the President of the Association.

## **IV - RIGHTS OF ADMINISTRATORS**

A. The Board agrees to continue policies of not discriminating against any employee on the basis of race, creed, color, national origin, sex, age, disability, place of residence, sexual orientation, gender identity, or marital status.

B. The Board hereby agrees that every administrator shall have the right to freely organize, join and support any organization for the purpose of engaging in Meet and Discuss, mutual aid and protection.

C. A complaint of a serious nature regarding an administrator made or transmitted to his/her immediate supervisor(s) shall be brought to the attention of the administrator concerned as soon as possible. Any criticism of an administrator initiated by a Cabinet member or Board member shall be made in confidence and not in public.

**V - NESHAMINY SCHOOL DISTRICT ADMINISTRATORS ASSOCIATION**

<b><u>POSITION</u></b>	<b><u>TERM OF EMPLOYMENT</u></b>
Elementary Principals	12 Months
Middle School Principal	12 Months
Middle School Principal	10.5/11 Months*
Middle School Assistant Principals	12 Months
High School Principal	12 Months
High School Assistant Principals	12 Months
High School Assistant Principals	10.5/11 Months*
Special Education Supervisors	12 Months
Curriculum and Instruction Supervisors	12 Months

\* 11-month Schedule beginning July 1, 2021 and continue through term of agreement.

**BUSINESS DIVISION**

<b><u>POSITION</u></b>	<b><u>TERM OF EMPLOYMENT</u></b>
Director of Facilities and Operations	12 Months
Director of Management Information	12 Months

## **Article VI**

A. Salaries and Salary increases during the term of this Act 93 Agreement for Administrators employed as of July 1, 2020 shall be established as follows:

1. Effective July 1, 2020 the District is reestablishing a salary matrix. The initial salary level for the purposes of placement of Administrators on the yearly salary matrices is set forth in Appendix B.
2. All Administrators hired on or before July 1, 2020, except those in positions identified in subsections 5 or 6 below, who are initially placed on a salary level in Appendix B below Level 5 will receive the salary for that Administrator's initial salary level on the 2020-2021 salary matrix (see Appendix A).
3. Thereafter each of those Administrators set forth in subsection 2 will receive the annual salary reflected by advancement of one level on the appropriate salary matrix (See Appendix A) each July 1 of this Agreement up to level 5 provided the Administrator has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. (eg. An Administrator initially placed on level 2 shall receive the salary for level 2 in Appendix B for the 2020-2021 year and assuming a satisfactory evaluation shall advance to level 3 on the 2021-2022 salary matrix in Appendix A, to level 4 on the 2022-2023 salary matrix in Appendix A, etc. up to level 5).

Once the Administrator reaches level 5 he/she shall remain at level 5 on the appropriate year's salary matrix and receive the increase in the level 5 salary from year to year provided the Administrator has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent.

4. All Administrators hired on or before July 1, 2020, except those in positions identified in in subsections 5 or 6 below, who are initially placed on Level 5 on Appendix B will receive the Level 5 salary on each Salary Matrix for that year each July 1 of this Agreement provided the Administrator has earned a Satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. (eg. An Administrator initially placed on level 5 shall receive the salary for level 5 in Appendix A and assuming a satisfactory evaluation shall be on Level 5 on the 2021-2022 salary matrix in Appendix A, on level 5 on the 2022-2023 salary matrix in Appendix A, etc.)

5. Supervisors of Pupil Services and Special Education Supervisors hired on or before July 1, 2020 shall receive their initial salary level placement on the salary matrix set forth in Appendix B. This initial placement shall establish their salary for the 2020-2021 year on Appendix C.

Thereafter each of these Supervisors will receive the annual salary reflected by advancement of one level on the appropriate salary matrix (See Appendix C) each July 1 of this Agreement up to level 5 provided the Administrator has earned a Satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent.

Once the Administrator reaches level 5 he/she shall remain at level 5 on the appropriate year's salary matrix (See Appendix C) provided the Administrator has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. Once the Administrator reaches level 5 the increases set forth in each year's salary matrix

6. C&I Supervisors hired on or before July 1, 2020 shall receive their initial salary level placement on the salary matrix is set forth in Appendix B. This initial placement shall establish their salary for the 2020-2021 year on Appendix D

Thereafter each of these Supervisors shall receive the annual salary reflected by advancement of one level on the appropriate salary matrix (See Appendix D) each July 1 of this Agreement up to level 5 provided the Administrator has earned a Satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent.

Once the Administrator reaches level 5 he/she shall remain at level 5 on the appropriate year's salary matrix (See Appendix D) provided the Administrator has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. Once the Administrator reaches level 5 the increases set forth in each year's salary matrix

- B. Administrators hired after July 1, 2020 will be placed on a level of the Salary Matrix for the year that corresponds with the year of hire and position held at the discretion of the District and will have his/her salary prorated as appropriate for that initial year.

The Administrator thereafter will advance one level each year for his or her position provided he or she has earned a satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent. (eg. An Administrator hired as an Elementary Principal in 2021-2022 will be placed on a level for that year at time of hire and then will advance to

the next level for his or her position on the 2022-2023 Salary Matrix provided he or she has earned a Satisfactory evaluation and has successfully completed all annual goals as determined by the Superintendent, etc.)

- C. Any Administrator who fails to receive a salary increase in any year will advance to the next level in the year after he or she receives a satisfactory evaluation. The Administrator will not be able to recover the lost increase. (eg. If an Administrator on level 1 in 2020-2021 is not rated satisfactory at the end of the 2020-2021 year he/she will receive no increase for 2021-2022. If the Administrator is rated Satisfactory at the end of the 2021-2022 year he/she shall be placed on level 2 for the 2022-2023 year. If an Administrator on level 5 in 2020-2021 is not rated satisfactory at the end of the 2020-2021 he/she will receive no increase for 2021-2022. If the Administrator is rated satisfactory at the end of the 2021-2022 year he/she will be placed on level 5 of the 2021-2022 year).

Position	2020-2021				
	Level 1	Level 2	Level 3	Level 4	Level 5
<b>Director of Facilities &amp; Operations</b>	\$120,000	\$124,000	\$128,000	\$132,000	\$136,000
<b>Director of Management Information Services</b>	\$106,000	\$110,000	\$114,000	\$118,000	\$122,000
<b>Principal, High School</b>	\$128,000	\$134,000	\$140,000	\$146,000	\$152,000
<b>Principal, Middle Level</b>	\$126,500	\$132,000	\$137,500	\$143,000	\$148,500
<b>Principal, Elementary</b>	\$121,600	\$127,600	\$133,600	\$139,600	\$145,600
<b>Assistant Principal High School 12 Month</b>	\$120,300	\$126,300	\$132,300	\$138,300	\$144,300
<b>Assistant Principal Middle Level 12 Months</b>	\$118,500	\$124,500	\$130,500	\$136,500	\$142,500
<b>Assistant Principal 11 Months</b>	\$110,000	\$116,000	\$122,000	\$128,000	\$134,000
<b>Supervisor Pupil Services/Special Education *</b>					\$143,000
<b>Supervisor Pupil Services/Special Education</b>	\$113,000	\$119,000	\$125,000	\$131,000	\$137,000
<b>Supervisor Curriculum &amp; Instruction</b>	\$113,000	\$119,000	\$125,000	\$131,000	\$137,000
<i>* Hired prior to 7/1/2020</i>					

D. Future Meet and discuss sessions will be initiated to discuss salaries in the event of major job/position restructuring or reorganization

E. The Board reserves the right to determine the pay rate placement of any newly hired administrator

F. Long-term service with the Neshaminy School District shall be recognized by the following supplemental pay schedule which sets forth the total annual payment for each level. Recipients of longevity pay during the 2008-2009 school year shall be grandfathered and shall continue to

receive such pay in accordance with the supplemental pay schedule. Longevity pay shall not be made effective with the 2009-2010 school year and thereafter for any employee not grandfathered and not actually receiving longevity pay prior to June 30, 2009. Also effective July 1, 2009, longevity pay shall be based solely upon service in the Neshaminy School District and not upon PSERS service. Recipients of longevity pay based upon PSERS service and not upon Neshaminy School District service shall not be grandfathered.

<u>Service</u>	<u>2008/09</u>
20 to 24 years	\$1,750
25 to 29 years	\$2,150
30 to 34 years	\$2,550
35+ years	\$3,000

G. An Administrator must receive a satisfactory evaluation in order to receive an increase if otherwise scheduled in accordance with section A above. An administrator who does not receive a satisfactory evaluation will forfeit that year's scheduled salary increase.

H. Additional \$1,500 will be paid for all conferred Doctorate degrees.

I. **Service Benefit** – Administrators with a minimum of ten years of service in the Neshaminy School District shall be entitled to a severance benefit in an amount equal to their unused sick leave times \$75.00 per day, with notice of resignation or retirement no less than four months prior to his/her last day of work for the Neshaminy School District.

In the event of the Administrator's death, the entitlement shall be paid to the designated beneficiary. Only that portion of the unused sick leave accrued in the service of the Neshaminy School District may be used in this computation. No limit has been established as to the number of sick days used in the computation.

J. **Tuition Reimbursement** - The District will reimburse School Administrators according to the following:

1. Individuals planning to register in courses for which reimbursement will be requested should submit the following information, in writing, to the Superintendent for approval at his/her discretion, ten (10) days before date of registration:

- (a) Name of College or University;
- (b) Area(s) of studies, e.g., (administration, supervision, personnel, human relations, etc.);
- (c) Dates of attendance; and,

(d) Approximate cost.

2. Tuition reimbursement may be approved for graduate level courses and undergraduate level courses that are a prerequisite for a graduate level program. Reimbursement, for individual courses, will only be approved when the Superintendent, in his/her sole and absolute discretion, determines that the attendance at the course will be of benefit to the District.

In order to be eligible for tuition reimbursement, degree programs must be pre-approved by the Superintendent. Required courses in an approved degree program may be submitted for tuition reimbursement without pre-approval. Elective courses within a degree program must be submitted for pre-approval on a course-by-course basis, before any tuition reimbursement will be paid.

3. Reimbursement of tuition shall be paid as follows:

(a) Graduate course:

- (1) Completed and attained a grade of "B" or better -- 100%;
- (2) Tuition reimbursement will be denied if the grade is lower or the course is not completed.

4. Official transcripts and receipted tuition bills must be submitted to the Director of Human Resources prior to any reimbursement payment.

5. School Administrators who expect to apply for tuition reimbursement in any year shall report this fact to the Director of Human Resources on or before April 1 in order to be able to make provision for it in the annual budget.

6. Tuition reimbursement is made with the express understanding that it is designed to help advance the education of the School Administrator for the purpose of enabling him/her to better perform as an employee of the District. School Administrators who accept tuition reimbursement from the District do so under the condition that they agree to repay the amounts received based on the schedule set forth below, if their employment with the District ends because of resignation, retirement or termination for cause. No repayment will be due if employment with the District ends due to death, disability or involuntary termination of employment by the District other than for cause. In the case of a school administrator who retires, no repayment will be due for tuition reimbursement for courses taken that were necessary for the School Administrator to be able to keep his/her applicable Pennsylvania Department of Education certification in good standing through the date of retirement.



(a) One hundred percent (100%) of any tuition reimbursement received within three (3) years of the date of employment with the District ends.

(b) Seventy-five percent (75%) of any tuition reimbursement received between three (3) and five (5) years of the date of employment with the District ends.

7. There shall be a per person maximum of no more than nine (9) course credits per year from September to September and a maximum of no more than Fifty-Thousand Dollars (\$50,000) per year for the entire Act 93 group. Administrators on sabbatical leaves of absence for Professional Development shall be reimbursed at the then current rate for a maximum of nine (9) credits per semester, eighteen (18) credits per year.

8. In lieu of college credits each administrator shall be able to spend \$1000/year toward Act 48/45 credits or PASBO certification as part of professional development.

**K. Workers Compensation** - Any administrator who is absent as a result of injury sustained in the performances of his/her duties shall receive full compensation during his/her absence within the limits of the individual's remaining accrued sick leave. In no instance shall such compensation be less than two weeks. Medical expenses shall be reimbursed by the Board within the limits defined in the Worker's Compensation Act of Pennsylvania, as amended. During the period in which the Administrator receives full pay, his/her pay shall be computed by adding to the compensation benefits prescribed by law, the difference between the compensation benefit and the individual's normal pay. No deduction shall be made from sick leave.

## VII - INSURANCE BENEFITS

- A. **Medical/Surgical, Insurance** - The District agrees to pay the full premium cost, subject to Administrator and retiree payment of contributions specified in this Article, for Administrators who elect such coverage and their dependents. The current Independence Blue Cross Personal Choice 2 (PC2) plan is designated as the base medical plan or a comparable plan. Other plans may be offered by the District in addition to this base plan. The Administrator electing an alternative plan will pay one hundred percent (100%) of the difference in cost between the alternative plan (if more expensive) and the base plan. The District agrees to pay the remaining premium cost for Administrators and their dependents for such plan, provided that Administrators will first contribute the same percentage of the monthly premium of the base plan as subscribers to the base plan toward their health insurance coverage by payroll deduction in addition to the buy up amount.

Administrators will contribute eighteen percent (18%) of the monthly premium for the base plan towards their health insurance coverage by payroll deduction.

No Administrator shall be covered as a subscriber to any District health insurance plan and also be covered as a dependent under that plan or any other District health plan. A Administrator who is covered by any District health insurance plan as either a subscriber or as a dependent is not eligible for opt out payments. An Administrator whose spouse is also a District Administrator is not eligible for multiple or duplicate health insurance coverage. No Administrator or dependent shall be covered by more than one policy, and no Administrator may be covered both as a subscriber and as a dependent. The provisions of this Section are also applicable to prescription, dental, and vision insurance coverage.

- B. **Prescription Drug Plan** - The District shall pay the full premium, including family coverage, subject to Administrator contributions as provided below, for the eligible Administrator's subscription under a Prescription Drug program as follows:

Participants in the base plan will pay a deductible of \$5.00 per generic prescription, and \$30.00 for name brand prescriptions.

Administrators will contribute eighteen percent (18%) of the monthly premium towards their prescription coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

- C. **Dental Insurance** - The District shall pay the full premium, including family coverage, for the eligible Administrator's subscription to a dental plan which shall include the following coverages: periodontics at a rate of 75% UCR; orthodontics at a maximum lifetime benefit of \$1,000 per person (19 years and under); oral surgery at the rate of 100% UCR; prosthetics and crowns, inlays and onlays restorations at the rate of 60% UCR. Except for orthodontics the maximum reimbursement of the basic dental insurance plan and related riders should be \$1,500 per person per year. Administrators will contribute eighteen percent (18%) of the monthly premium towards their dental

coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

**D. Vision Insurance** - The District shall pay the full premium including family coverage for Administrator's subscription to the vision care plan as described in the current District insurance booklet provided that Administrators will contribute eighteen percent (18%) of the monthly premium towards their vision coverage by payroll deduction. Contributions will be taken on a pre-tax basis over the scheduled pay periods.

**E. Special Tax** – Effective October 1, 2016 and annually thereafter, the District agrees to request that the Plan Administrator and/or the District healthcare consultant provide the District with information as to whether or not any of the health benefit plans offered by the District would be projected to incur or actually incur an excise tax, tax, penalty or any cost on either the District or employees as the result of the implementation of these on the District's health benefit plan. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected that any of the health benefit plans offered by the District will incur excise taxes, taxes, or any other special penalties imposed on the District as the result of the health benefit plans by the new law(s) the District will immediately meet and discuss to redesign the Plan(s) to remain below the threshold of the financial cost. The Parties agree that the process of identifying a new plan will be completed before the imposition of any tax, taxes, penalty or any other special penalties imposed as the result of the health benefit plans that are projected to exceed the thresholds by the Law or Procedure.

**F. Life Insurance** - The District shall provide each Administrator with a group term life insurance policy at no cost to the Administrator. The amount of such insurance shall be equivalent to two times the annual salary of the Administrator rounded to the nearest thousand dollars.

**G. Disability Insurance** - The District shall provide a disability benefit not to exceed \$2,400 per month for each participating Administrator under the Neshaminy School District group plan. The plan shall be for a maximum of 52 weeks with a 30 day waiting period. The Administrator may buy up to 66 2/3% of salary.

**H. Long Term Disability** - The District shall provide a long term accident and sickness disability plan which will provide benefits of \$1,200 per month to Social Security Normal Retirement Age.

**I. Insurance (Leaves of Absence)** - Administrators on approved leaves may participate in those plans for which they are eligible on a self-pay basis at 102% of the premium cost.

- J. **Insurance (Retiree Counseling)** - Retiring Administrators shall have the option of remaining in a group medical/surgical, major medical plan at their own expense. Payments for such participation shall be made in advance on a quarterly basis and will be 102% of the actual premium. Retiring Administrators shall be provided with pre-retirement counseling by the Office of Human Resources in regard to benefit coverage.
- K. The District reserves the right to change any or all insurance carriers which may from time to time provide any coverage required hereunder as long as the coverage is equal to or better than the current existing and no additional costs for services provided by the coverage accrues to the Administrator.
- L. The Board will pay the insurance deductible, not to exceed \$500, on a personal property claim that resulted from an Administrator's responsibilities.
- M. **Opt Out:** Upon providing documentary evidence of the possession of health and prescription insurance coverage equivalent to that provided by this Agreement, an Administrator who meets the above listed criteria may elect to waive the District's medical and prescription plan during the annual open enrollment period under the following conditions:
- a. The waiver shall be in writing and shall be effective as of the first day of the next month following the District's receipt of the notice if due to an IRS designated life event or as of the first day of the new benefit year; and
  - b. Upon receiving the notice, the waiver shall remain in effect, unless the Administrator chooses to revoke the waiver during the next open enrollment period or experiences an IRS designated life event. IRS designated life events include marriage; divorce; birth/adoption of a child; death of a spouse; termination/loss of other coverage (note: changes must be submitted within thirty (30) days of the event); and
  - c. For each full month that the waiver is in effect, the employee shall monthly receive twenty-five percent (25%) of the District's savings after the employee's premium share is subtracted from the premium attributable to that election, i.e. the gross cost of providing the health insurance as provided in Section VII-A of this agreement. The money shall be paid to the employee in the paycheck next following the completion of the month for which revocation was in effect and shall not be considered compensation for pension deduction purposes
- N. Health Savings Account (HSA) Option in lieu of 18% Deductible Option
- IBX High Deductible Health Plan with a deductible of \$2,000 for Single/\$4,000 for Family, or a comparable plan furnished by an alternate carrier. Employees will not be required to contribute via payroll deduction for this plan. Instead, employees are encouraged to participate in the district's Health Savings Account (HSA) to set aside pretax amounts that can be used towards any deductibles incurred.

## VIII - VACATION AND HOLIDAYS

A. Administrators shall be granted vacation time according to the following schedule:

### **Administrative Vacation Accruals – 12 Month Administrators**

- 1 - 2 years 15 days or 1.25 per month
- 3 - 11 years 20 days or 1.65 per month
- 12 or more years 25 days or 2.08 per month

### **10.5 /11 Month Administrators (Based on months employed)**

- 1 - 2 years 0.83 days per month accrued
- 3 - 11 years 1.25 days per month accrued
- 12 or more years 1.66 days per month accrued

Credit for vacation time shall be accrued on the basis of completed years of employment in an administrative or supervisory area. Vacation time is earned while the employee is on sabbatical leave and/or any approved paid leave of absence.

Credit for vacation time shall be accumulated for each month of completed service on a pro rata basis. For example, an administrator employed on a twelve-month basis who is entitled to 15 days' vacation time shall be entitled to 7½ days' vacation time after completing six months of employment.

All vacation time earned in one school year shall be taken not later than the end of the following school year.

Vacation schedules shall be presented for the Superintendent's approval in June. To keep educational services at an efficient level in all divisions, procedure in vacation schedule preparation shall be as follows:

1. Administrators must schedule vacation (or leave of absence) in each division (high school, middle and elementary) so as to insure adequate administrative coverage.

2. Approval and administration of the vacation policy shall rest with the Superintendent.

Vacation Usage Limitation:

- a. 12-month Admins limited to 4 consecutive days when students and staff are in school
- b. 10.5 /11-month Admins limited to 2 consecutive days when students and staff are in school

Requests in excess of vacation usage limitations above, require the approval of the Superintendent of Schools

3. Each administrator may convert up to five (5) days of vacation to salary beginning June of 2012 and every year for the duration of the agreement. The Superintendent/Board will have the option to review and approve this program each year. The total cost to the District is not to exceed Seventy Thousand Dollars (\$70,000) per year.
4. A maximum of fifteen (15) vacation days may be carried into the next year.

**B. Holidays** - Twelve month administrators shall be given fourteen (14) paid holidays, specifically: New Year's Eve, New Year's Day, the day of winter recess, the Thursday before Easter, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day and the day after Christmas. Ten and eleven month administrators are entitled to all holidays as listed above except for the Independence Day holiday.

Should any of these holidays fall on Saturday or Sunday, another day or special adjustment (if deemed practical) shall be made by the District Superintendent.

**C. Personal Holiday** - In addition to the holidays listed above all twelve month Administrators shall be entitled to one additional day to be taken as a personal holiday. This day shall be taken on a day when school is not in session. One-week prior notice shall be given to the District declaring the Employee's intention to take this holiday.

**D. Administrative Privilege Days** - The Board will grant to members of the administrative staff two administrative privilege days. The two administrative privilege days shall be taken at the convenience of the district during the school term when students are not in attendance.

The final determination as to whether particular requests meet the test of "at the convenience of the district" shall be made by the Superintendent.

The Board will grant to members of the twelve (12) month administrative staff three (3) additional administrative privilege days for a total of five (5). These three (3) days may be taken only during non-student days at the convenience of the District.

The final determination as to whether particular requests meet the test of “at the convenience of the District” shall be made by the Superintendent.

## **IX - OTHER CONDITIONS OF EMPLOYMENT**

**A. Death in the Family** - Up to five (5) days paid leave of absence shall be granted to an Administrator because of death in his/her immediate family or in the immediate family of his/her spouse.

Immediate family is defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandmother, grandfather, grandchild or near relative who resides in the same household or any person with whom the Employee has made his/her home.

**B. Personal Absence Leave** - In any school year, an Administrator may be granted a total of three (3) days personal leave without loss of salary. Twelve (12) month Administrators may be granted a total of four (4) days personal leave without loss of salary.

At the conclusion of each school year, unused personal absence days shall be credited to the administrator’s available sick leave.

**C. Jury Duty (Subpoena)** - When an Administrator is called or subpoenaed for jury duty, said notice shall be submitted to the District as soon as possible after receipt and prior to attendance. On return, the Administrator shall submit proof of attendance from the clerk of courts. Regular salary shall be paid during said service.

An Administrator subpoenaed as a witness or who is a litigant in a civil or criminal proceeding shall continue to make application for leave with pay under the Excused Absence Section.

**D. Legal Service** - The District may make the services of the solicitor available without cost to all members of the staff who desire them in matters arising as a result (directly or indirectly) of implementing the policies of the District. The need for these services shall be reviewed by the Board prior to making its determination on the availability of this service to the Administrator(s) concerned on a case by case basis.

**E. Liability Coverage** – The District agrees that it shall defend, hold harmless and indemnify Act 93 Administrators from any and all demands, claims, suits, actions and legal proceedings brought against the Administrator in their individual capacity as agent and employee of the District, provided the incident arose while the Administrator was acting within the scope of

their employment and excluding criminal litigation. The Board shall provide public liability insurance for the administrator up to the amount indicated in the District's liability policy. (Currently \$1,000,000 per occurrence, \$2,000,000 aggregate and \$2,000,000 for School Leaders Legal Liability).

**F. Child Care/Adoption** - Administrators who meet the qualifications are eligible to take leave based on the Federal Family Medical Leave Act. The District will comply with all requirements of the Federal law. Application for such leave shall be made through the Office of Human Resources.

The leave shall begin on a date determined by the Administrator in consultation with the physician in charge of the case or verified by the adoption agency. When such date is not dictated by medical necessity or the adoption agency, it shall be at a mutually agreeable time causing the least interruption to the educational program. In the absence of medical necessity or in the presence of a confirmed adoption date, at least thirty (30) days' notice shall be given by the applicant. The application must set forth the date on which the leave shall begin, the expected date of delivery or adoption and the anticipated date of return from leave.

The leave shall not be expected to exceed a period of time longer than one year from the effective date of such leave. The Administrator may request an extension of the leave not to exceed an additional year of said leave for continuing child care or medical reasons connected with the pregnancy. Said extension, if not medical, must be requested at least sixty (60) days prior to the expiration of the current leave.

Following review by the Board, an extension shall be granted, and the Administrator may not return earlier than the beginning of the next full semester following the termination date of the extension. Under normal conditions, the Administrator must give at least thirty (30) days prior notice of intent to return from such leave, including the exact date.

On returning to service from such leave, the Administrator shall be returned to the same position occupied prior to the leave. If that position no longer exists, the Employee shall be given another position for which he/she is properly certified.

**G. Military Leave** - Requests for military leave shall be granted upon presentation of appropriate orders or other documentation from the appropriate government source. All rights of the Administrator shall be retained in compliance with this Agreement and with the provision of the School Laws of Pennsylvania. The District holds that such an Administrator on returning from leave shall be returned to the same position occupied prior to leave. If that position no longer exists, the Administrator shall be placed in another position for which the administrator is certified.



**H. Personnel File** - The official personnel file of an Administrator shall be located in the District Office of Human Resources. Material other than routine filings such as attendance records shall not be placed in an Administrator's file unless signed by the originator.

A copy of material related to the Administrator's conduct, service, character or personality - including observations and evaluations - shall be furnished to the Administrator and may be made part of his/her personnel file. The Administrator shall have the opportunity to review it and submit an explanation thereof, which shall also become part of his/her file.

Supervisors shall be encouraged to place in an Administrator's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

The Administrator may challenge any material placed in his/her file, except for observation and evaluation documents, and if the challenge is sustained, the material shall be removed from the file.

An Administrator is granted the right to examine his/her file. The Human Resources Office, if requested, shall make copies of materials in the Administrator's file that are required for the professional advancement of the Administrator. The following, as they relate to initial employment, shall be removed from the file prior to said examination: Reports held as confidential to the District, e.g., references, recommendations and remarks supplied to the District "in confidence".

Only persons authorized by the Neshaminy Board of School Directors may inspect an Administrator's file.

The District shall permit administrators to review their individual files maintained by their immediate supervisors upon request in the presence of the supervisor or his/her designee.

**I. Position Postings** - Vacancies for all administrative positions, promotions and newly created jobs, including those funded in whole or in part by or from sources other than the School District, shall be posted online for five (5) working days before the position is to be filled. Applications may be accepted by the Office of Human Resources until interviews for the position have been scheduled. The posting shall include the title, location of the position, the minimal qualifications required of applicants and specific instructions for making application. A continuing vacancy list shall be posted once each month. Notifications of other vacancies shall be posted on an individual basis or as they occur under the preceding rules. Every reasonable effort will be made to fill positions within 60 days.

When an Administrator from within the Association applies for a position, the applicant shall be informed as to whether or not he/she has been appointed as soon as possible after the final decision is made.

Every reasonable effort will be made to provide tentative notice of lateral transfers by June 1 prior to the effective date of the transfer.

**J. Sabbatical Leave** - Sabbatical leave shall be granted in compliance with the provisions of the school Laws of Pennsylvania, Pennsylvania School Code of 1949, as amended.

**K. Seniority** - The principle of seniority contained in the School Laws of Pennsylvania, 1949, as amended shall apply. Seniority shall be measured by the length of continuous employment in the District.

Placement on the District seniority list shall be based upon the date continuous employment began in the District. If this date is the same for two (2) or more Administrators, then placement shall be based in order on:

1. Board approval date.
2. Official date of recommendation for Employment by the Administration.
3. The date of application for employment as it appears on the application form.

**L. Sick Leave (Short Term)** - In any school year whenever an Administrator is prevented by illness or accidental injury from following his/her occupation, the District shall pay to the Administrator for each day of absence the full salary to which the Administrator may be entitled as if said Employee were actually engaged in performance of duty on the basis of one (1) day per month of contracted employment.

Any such unused leave shall be cumulative from year to year in the District without limitation. All or part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Administrator's salary shall be paid if the accidental injury is incurred while the Administrator is engaged in remunerative work unrelated to school duties.

Sick leave is granted within the limits of current Board policy as adopted.

Administrators are expected in any instance to report as required the reason for absence because of sickness for the protection of the children and the Administrator.

Such reasons may be general in nature but must be descriptive of the ailment. (Any illness of five (5) consecutive school days requires a doctor's certificate.)

**M. Travel Allowance (Mileage)** - Any Administrator who is required to use a privately owned vehicle in the performance of school duties shall be paid a standard allowance equal to the approved maximum I.R.S. allowance for business expense deductions.

Except as otherwise provided for in this Agreement where the transport of pupils is a job responsibility, an Employee shall not be required to transport pupils to or from activities concomitant with his/her employment.

**N. 11-Month Assistant Principal Work Year** – The normal work year of 11-month Assistant Principals begins the first weekday in August and ends the last weekday in June. Flexibility in scheduling workdays in July/August to the benefit of District programs may be approved by the Superintendent on an annual basis.

**NESHAMINY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS  
NESHAMINY SCHOOL DISTRICT ADMINISTRATORS ASSOCIATION**

By: \_\_\_\_\_

**William Ritchey, President**  
**Meet & Discuss Committee Member**

By: \_\_\_\_\_

**Stephen Pirritano, Board President**  
**Neshaminy School District**

By: \_\_\_\_\_

**Robert Boffa, Vice President**  
**Meet & Discuss Committee Member**

By: \_\_\_\_\_

**Joseph Jones III**  
**Superintendent, Neshaminy School District**

By: \_\_\_\_\_

**Brian Kern, Treasurer**  
**Meet & Discuss Committee Member**

By: \_\_\_\_\_

**Jennifer Burns**  
**Board Secretary, Neshaminy School District**

Appendix A

**Position**

**Director of Facilities & Operations**  
**Director of Management Information Services**

**Principal, High School**  
**Principal, Middle Level**  
**Principal, Elementary**

	<b>2020-2021</b>				
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>
	\$120,000	\$124,000	\$128,000	\$132,000	\$136,000
	\$106,000	\$110,000	\$114,000	\$118,000	\$122,000
	\$128,000	\$134,000	\$140,000	\$146,000	\$152,000
	\$126,500	\$132,000	\$137,500	\$143,000	\$148,500
	\$121,600	\$127,600	\$133,600	\$139,600	\$145,600

<b>Assistant Principal High School 12 Month</b>	\$120,300	\$126,300	\$132,300	\$138,300	\$144,300
<b>Assistant Principal Middle Level 12 Months</b>	\$118,500	\$124,500	\$130,500	\$136,500	\$142,500
<b>Assistant Principal 11 Months</b>	\$110,000	\$116,000	\$122,000	\$128,000	\$134,000

**Increase on previous year's Matrix to Level 5: 1%**

Position	2021-2022				
	Level 1	Level 2	Level 3	Level 4	Level 5
<b>Director of Facilities &amp; Operations</b>	\$121,360	\$125,360	\$129,360	\$133,360	\$137,360
<b>Director of Management Information Services</b>	\$107,220	\$111,220	\$115,220	\$119,220	\$123,220
<b>Principal, High School</b>	\$129,520	\$135,520	\$141,520	\$147,520	\$153,520
<b>Principal, Middle Level</b>	\$127,985	\$133,485	\$138,985	\$144,485	\$149,985
<b>Principal, Elementary</b>	\$123,056	\$129,056	\$135,056	\$141,056	\$147,056
<b>Assistant Principal High School 12 Month</b>	\$121,743	\$127,743	\$133,743	\$139,743	\$145,743
<b>Assistant Principal Middle Level 12 Months</b>	\$119,925	\$125,925	\$131,925	\$137,925	\$143,925
<b>Assistant Principal 11 Months</b>	\$111,340	\$117,340	\$123,340	\$129,340	\$135,340

**Increase on previous year's Matrix to Level 5: 2%**

Position	2022-2023				
	Level 1	Level 2	Level 3	Level 4	Level 5
Director of Facilities & Operations	\$124,107	\$128,107	\$132,107	\$136,107	\$140,107
Director of Management Information Services	\$109,684	\$113,684	\$117,684	\$121,684	\$125,684
Principal, High School	\$132,590	\$138,590	\$144,590	\$150,590	\$156,590
Principal, Middle Level	\$130,985	\$136,485	\$141,985	\$147,485	\$152,985
Principal, Elementary	\$125,997	\$131,997	\$137,997	\$143,997	\$149,997
Assistant Principal High School 12 Month	\$124,658	\$130,658	\$136,658	\$142,658	\$148,658
Assistant Principal Middle Level 12 Months	\$122,804	\$128,804	\$134,804	\$140,804	\$146,804
Assistant Principal Level 11 Months	\$114,047	\$120,047	\$126,047	\$132,047	\$138,047

**Increase on previous year's Matrix to Level 5: 1%**

Position	2023-2024				
	Level 1	Level 2	Level 3	Level 4	Level 5
Director of Facilities & Operations	\$125,508	\$129,508	\$133,508	\$137,508	\$141,508
Director of Management Information Services	\$110,941	\$114,941	\$118,941	\$122,941	\$126,941
Principal, High School	\$134,156	\$140,156	\$146,156	\$152,156	\$158,156
Principal, Middle Level	\$132,515	\$138,015	\$143,515	\$149,015	\$154,515
Principal, Elementary	\$127,497	\$133,497	\$139,497	\$145,497	\$151,497
Assistant Principal High School 12 Month	\$126,144	\$132,144	\$138,144	\$144,144	\$150,144
Assistant Principal Middle Level 12 Months	\$124,272	\$130,272	\$136,272	\$142,272	\$148,272
Assistant Principal 11 Months	\$115,427	\$121,427	\$127,427	\$133,427	\$139,427

**Increase on previous year's Matrix to Level 5: 2%**

Position	2024-2025				
	Level 1	Level 2	Level 3	Level 4	Level 5
Director of Facilities & Operations	\$128,338	\$132,338	\$136,338	\$140,338	\$144,338
Director of Management Information Services	\$113,480	\$117,480	\$121,480	\$125,480	\$129,480
Principal, High School	\$137,319	\$143,319	\$149,319	\$155,319	\$161,319
Principal, Middle Level	\$135,605	\$141,105	\$146,605	\$152,105	\$157,605
Principal, Elementary	\$130,527	\$136,527	\$142,527	\$148,527	\$154,527
Assistant Principal High School 12 Month	\$129,147	\$135,147	\$141,147	\$147,147	\$153,147
Assistant Principal Middle Level 12 Months	\$127,237	\$133,237	\$139,237	\$145,237	\$151,237
Assistant Principal 11 Months	\$118,216	\$124,216	\$130,216	\$136,216	\$142,216

**APPENDIX B**

0	2020/2021 Level	Name		Position	Schedule	LOCATION	District Hire Date
1	5	Albarran	Derrick	Assistant Principal	12 months	SMS	7/11/2005
2	5	Bodolus	Troy	Principal	12 months	Miller	11/18/2013
3	5	Boffa	Robert	Supervisor C&I Humanities	12 months	C&I	10/3/2002
4	5	Christie	Kathy	Director of Technology	12 months	Administration	5/12/1997
5	5	Clark-Holland	Joanne	Principal	12 months	PMS	9/6/1988
6	4	French	Neil	Assistant Principal	10.5 months	MPMS	8/30/1999
7	4	Geanette	David	Supervisor of C&I STEM	12 months	C&I	10/22/2013
8	5	Glennon	David	Principal	12 months	Hoover	7/1/2016
9	4	Hunt	Timothy	Assistant Principal	12 months	PMS	8/29/2006
10	5	Iannocone	John	Special Ed Supervisor	12 months	PS	12/1/2009
11	5	Johnson	Lorraine	Special Ed Supervisor	12 months	PS	7/1/2014
12	5	Kelly	Dawn	Principal	12 months	SMS	9/7/1993
13	5	Kern	Brian	Principal	12 months	Buck	9/7/1993
14	5	Knotts	Lutricia	Assistant Principal	10.5 months	NHS	9/1/2009
15	5	Magdelinskas	Thomas	Assistant Principal	12 months	NHS	12/1/1991
16	5	Mahoney	Paul	Supervisor PS	12 months	PS	9/7/1993
17	5	Modica	Andre	Principal	12 months	Ferderbar	10/3/2007
18	5	Mueller	Robert	Assistant Principal	10.5 months	NHS	8/16/2004
19	4	Neely	Shawn	Assistant Principal	12 months	MPMS	7/1/2016
20	4	Orlando	Amy	Principal	12 months	Schweitzer	8/28/2017
21	5	Palmer	Donald	Principal	12 months	Tawanka	5/26/2004
22	5	Pennington	Lisa	Assistant Principal	12 months	NHS	9/7/1993
23	5	Petrillo	Amy	Special Ed Supervisor	12 months	PS	4/1/2011
24	5	Ritchey	William	Assistant Principal	10.5 months	NHS	8/16/2006
25	5	Sokol	M. Andy	Principal	12 months	MPMS	8/5/2013
26	5	Staub	Ryan	Principal	12 months	NHS	7/24/2018
27	5	Trickel	Colin	Assistant Principal	10.5 months	NHS	9/3/1991
28	5	Trzaska	Timothy	Director of Operations	12 months	Operations	12/5/2016



**Appendix C**

Position	2020-2021				
	Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Pupil Services/Special Education *					\$143,000
Supervisor Pupil Services/Special Education	\$113,000	\$119,000	\$125,000	\$131,000	\$137,000

\* Hired prior to 7/1/2020

**Increase to Level 5: 0.5%**

Position	2021-2022				
	Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Pupil Services/Special Education *					\$143,715
Supervisor Pupil Services/Special Education	\$113,685	\$119,685	\$125,685	\$131,685	\$137,685

\* Hired prior to 7/1/2020

**Increase to Level 5: 1%**

Position	2022-2023				
	Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Pupil Services/Special Education *					\$145,152
Supervisor Pupil Services/Special Education	\$115,062	\$121,062	\$127,062	\$133,062	\$139,062

\* Hired prior to 7/1/2020

**Increase to Level 5: 0.5%**

Position	2023-2024				
	Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Pupil Services/Special Education *					\$145,878
Supervisor Pupil Services/Special Education	\$115,757	\$121,757	\$127,757	\$133,757	\$139,757

\* Hired prior to 7/1/2020

**Increase to Level 5: 1%**

Position	2024-2025				
	Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Pupil Services/Special Education *					\$147,337
Supervisor Pupil Services/Special Education	\$117,155	\$123,155	\$129,155	\$135,155	\$141,155

\* Hired prior to 7/1/2020

**Appendix D**

		2020-2021				
Position		Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Curriculum & Instruction		\$113,000	\$119,000	\$125,000	\$131,000	\$137,000

**Increase to Level 5: 0.5%**

		2021-2022				
Position		Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Curriculum & Instruction		\$113,685	\$119,685	\$125,685	\$131,685	\$137,685

**Increase to Level 5: 1%**

		2022-2023				
Position		Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Curriculum & Instruction		\$115,062	\$121,062	\$127,062	\$133,062	\$139,062

**Increase to Level 5: 0.5%**

		2023-2024				
Position		Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Curriculum & Instruction		\$115,757	\$121,757	\$127,757	\$133,757	\$139,757

**Increase to Level 5: 1%**

		2024-2025				
Position		Level 1	Level 2	Level 3	Level 4	Level 5
Supervisor Curriculum & Instruction		\$117,155	\$123,155	\$129,155	\$135,155	\$141,155