COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

NESHAMINY BOARD OF SCHOOL DIRECTORS

AND THE

NESHAMINY FEDERATION OF TEACHERS LOCAL 1417,

AMERICAN FEDERATION OF TEACHERS PENNSYLVANIA,

AMERICAN FEDERATION OF TEACHERS,

A.F.L. – C.I.O.

July 1, 2024 - June 30, 2025

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PREAMBLE

This Agreement is entered into this ____ day of _____, 2024, by and between the Board of School Directors of the Neshaminy School District, Langhorne, Pennsylvania, hereinafter referred to as the "Board" and the Neshaminy Federation of Teachers, Local No. 1417, American Federation of Teachers Pennsylvania, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Federation." The Neshaminy School District shall be hereinafter referred to as the "District."

ARTICLE I
PURPOSE AND SCOPE

1-1 This Agreement contains provisions relating to negotiable terms and conditions of professional employment. It assures the opportunity for discussion and the exchange of information on matters which affect conditions of employment. The Agreement recognizes the fact that the professional staff has an interest in educational excellence.

1-2 The parties recognize that the Board has final authority in matters of educational policy and development, and that no delegation is or can be made of the authority and responsibility imposed by law on the Board by the School Laws of Pennsylvania, as amended, and the Public Employees Relations Act, being Act 195 of 1970, and findings of the Pennsylvania Labor Relations Board.

ARTICLE II
RECOGNITION

2-1 The District recognizes the Federation as the sole and exclusive bargaining representative for all full-time and regular part-time certified professional Employees who are under contract to the School District and all classroom teachers, lead teachers, teachers on special assignment to federal programs, nurses, guidance counselors, home and school visitors, social workers, psychologists, department heads and all long term per diem substitutes, and excluding Administrative Supervisory personnel as defined in Act 195.

2-2 DEFINITIONS

Unless otherwise indicated, the term "Employee" when used in this Agreement shall refer to all Employees represented by the Federation in the bargaining unit as above defined. Where used herein, "School" shall include any work location; "Building Administrator" shall include the Administrator of any work location. "District" when used in this Agreement shall refer to the Board, the Superintendent or any authorized Administrator acting as an agent of the Board and/or of the Superintendent.

Each article shall be identified by Roman numerals. Each section shall be titled and identified by Arabic whole numbers. Each subsection shall follow the title and be identified by a fractional number following the section number.

2-3 All references to Employees in this Agreement designate both sexes and wherever the male or female gender is used it shall be construed to include male and female Employees.

2-4 NFT DUES DEDUCTION

2-4.1 The District shall deduct from the pay of each Employee from who it receives an authorization to do so the required amount of fees for the payment of Federation dues. The fees and an alphabetical list of the Employees who have authorized such deductions shall be forwarded to the Federation office no later than the Friday following the date on which the deductions were made. The Federation is the exclusive representative as

certified by the Pennsylvania Labor Relations Board. The District shall not deduct dues for any labor organization other than that organization certified as the exclusive representative by the Pennsylvania Labor Relations Board.

2-4.2 This privilege shall be made available to every Employee who desires to participate during the school year. The District cannot be responsible for the collection of unsatisfied commitments or withdrawals from participation on the part of the Employee.

2-5 MAINTENANCE OF MEMBERSHIP

Any member of the bargaining unit who is a member of the Federation as of the effective date of this Agreement, or who joins the Federation during the effective term of this Agreement, shall, as a condition of employment, remain a member of the Federation for the duration of this Agreement. Such individual may resign from membership in the Federation during the fifteen (15) days prior to the expiration of this Agreement by submitting a written resignation that must be received by the Federation by certified or registered mail prior to the expiration of that period.

2-6 NO DISCRIMINATION

2-6.1 The Board agrees to continue its policy of not discriminating against any Employee on the basis of race, creed, color, national origin, sex, age, disability, place of residence, marital status, membership or participation in, or association with, the activities of any Employee organization.

2-6.2 The Federation agrees, in accordance with its constitution, to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, age, disability, place of residence, marital status, sexual orientation and to represent equally all Employees without regard to membership or participation in, or association with, the activities of any Employee organization.

ARTICLE III
FEDERATION RIGHTS AND PRIVILEGES

3-1 Whenever a representative of the Federation or an Employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, hearings, conferences or meetings, the Employee or representative shall suffer no loss in pay.

3-2 The Federation and its representatives shall have the right to use school buildings for meetings without cost, provided that a custodian is normally scheduled to be on duty. If it is necessary to schedule a custodian for the meeting, the Federation agrees to reimburse the District for this expense. Arrangements must be made in accordance with established District policy.

3-3 The Federation shall have in each school the use of bulletin boards in any faculty room, faculty work area or faculty dining area for posting of Federation materials. It is understood that copies of all materials posted on bulletin boards by the Federation or any staff members, as well as the copy furnished to the building Administrator(s), shall bear the initials of the staff member posting the material. Material not initialed will be removed from the bulletin board. The Federation shall have the right to place material in mailboxes of Employees. A copy of such information bearing the initials of the Federation representative in the building shall be furnished to the building Administrator(s). Any material endorsing a political candidate shall not be posted or placed in mailboxes.

3-4 The Federation shall have the right to use interschool mail.

3-5 The Federation shall have the right to use School District equipment such as computers, printers and copiers at reasonable times and when such equipment is not in use and the use will not interfere with the

educational program in the building. The Federation will be responsible for its own supplies and the cost of repair to equipment damaged while in its use.

A. It is agreed that the use of said equipment shall be contained within the building in which the equipment is located.

B. This right shall be withdrawn from any organization to which it has been granted upon receipt by the Board of School Directors of a valid petition for a representative election as provided for under Article VI of Act 195, as governed by the Rules and Regulations of the Pennsylvania Labor Relations Board.

3-6 BUILDING VISITS

3-6.1 Representatives of the Federation other than District Employees shall have the right to visit the schools to investigate conditions, Employee complaints or problems or for any other purpose related to the terms and conditions of this Agreement with the prior permission of the Superintendent or his/her designee.

3-6.2 Employees of the School District acting in this capacity must perform such activity at the end of the school day, or if the activity must be conducted during the school day, obtain a release of duties from their building Administrator.

3-6.3 Any person(s) acting in the capacity of representative(s) of the Federation shall identify himself/herself in the office of the Administrator of the building concerned. If a conference with an Employee is necessary, it will be scheduled after school; however, with the permission of the building Administrator, a conference may be scheduled during the regular school day provided there is no interruption of the instructional program.

3-7 DISTRICT INFORMATION

3-7.1 The District shall, upon written request, furnish on a continuing basis to the Federation available and pertinent reports, statistics and general information concerning the Neshaminy School District, except those items held to be "exclusive" to the Board within the limits provided under Act 195 and subject to the express terms of this Agreement. The District shall have the same right to receive pertinent information from the Federation.

The District shall, upon written request, furnish to the Federation information, statistics and records which are relevant to negotiations or necessary for the proper enforcement and implementation of this Agreement.

3-7.2 The District shall furnish to the Federation the name, address, school and assignment of each Employee new to the District on the date of hiring.

3-7.3 The District will provide the Federation building representative in each building with a list containing the name, address and assignment of each certified Employee in that building by October 1. Changes as to any Employee shall be provided to the Federation building representative as they occur.

3.8 NOTICES

The District, simultaneous with their distribution, shall send to the Federation office copies of any notices, directives or bulletins disseminated to Employees generally or to any group of Employees covered by this Agreement when such material is related to collective bargaining matters or to the working conditions of Employees.

3-9 BUILDING / DISTRICT MEETINGS

3-9.1 The Superintendent and representatives of the District and representatives of the Federation shall meet monthly at the initiation of either party for the sole purpose of reviewing the administration of this Agreement and/or the implementation of this Agreement, and discussing matters of mutual concern and problems that may arise. These meetings are not intended to bypass or be a substitute for the grievance procedure. Each party shall submit to the other an agenda of those items it wishes to discuss at least one (1) week prior to the meetings. No meeting shall be scheduled during the months of July and August.

3-9.2 The Administrator of each school and representatives of the Federation shall meet monthly at the initiation of either party for the sole purpose of reviewing the administration of this Agreement and/or the implementation of this Agreement, and discussing matters of mutual concern and problems that may arise. These meetings are not intended to bypass or be a substitute for the grievance procedures. Each party shall submit to the other an agenda of those items it wishes to discuss at least one (1) week prior to the meeting. No meetings shall be scheduled during the months of July and August.

3-10 FEDERATION LEAVES

3-10.1 An Employee who is called upon to serve in an official capacity with the Federation or one of its affiliates will, upon making proper application to the Board of School Directors, be granted a leave without pay not to exceed the term of office to which the Employee has been elected or appointed. Only one (1) such leave may be granted at any one (1) time. Employees granted such leaves shall, at no cost to the District, retain all insurance and other benefits and shall continue to accrue seniority for salary increments and all other purposes as though they were in regular service.

A staff member serving in the capacity of NFT/AFTPA/AFT representative shall have, upon returning from a leave position, the "right to return" to his/her previous position. If that position no longer exists, the Employee shall be placed in another position for which the Employee is certified.

3-10.2 Federation representative(s) required by the Federation to participate in meetings outside the District for purposes specifically related to negotiating or strengthening the bargaining abilities and positions of the Federation, upon proper application, shall be granted professional leave without pay. All such applications shall be made as far in advance as possible, and if authorized by the President of the Federation, shall be granted by the Superintendent of Schools. Such leave shall not exceed fifteen (15) days total in a school year.

3-10.3 The Federation shall be granted up to twenty (20) days of paid leave each school year in order that its representatives may fulfill the obligation of attendance at local, state and national meetings. Said leave must be requested by the President of the Federation and be approved by the Superintendent of Schools.

3-11 Release time for the President of the Federation to perform Federation business related to the District shall be mutually agreed upon with the appropriate building Administrator(s). Such requests by the President of the Federation shall be granted with the understanding that there will be a minimum of interference with the educational program of the building affected.

3-12 The Federation shall be granted time during the orientation program for teachers new to the School District to brief them on items pertinent to its role as collective bargaining agent.

3-13 All rights and privileges listed in all of Article III shall be exclusive to the Federation.

ARTICLE IV
RIGHTS OF THE PROFESSIONAL EMPLOYEES

4-1 Nothing contained herein shall supersede the provisions of the School Laws of Pennsylvania, 1949, as amended, or other applicable laws and regulations.

4-2 An Employee will not be disciplined, dismissed, reprimanded, reduced in rank, contractual compensation or contractual advantage without just cause. Any such actions asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein described. In the event an Employee should elect to utilize the arbitration level of the grievance procedure for the resolution of any dispute in this provision that could have been resolved through hearings pursuant to the School Code, such election of the contractual remedy provided herein shall constitute an irrevocable waiver of the School Code remedy. In like manner, the utilization of the School Code procedures for the resolution of such problems shall constitute an irrevocable waiver of the arbitration remedy provided herein.

4-3 A complaint of a serious nature regarding an Employee made or transmitted to his/her immediate Supervisor(s) shall be brought to the attention of the Employee concerned as soon as possible.

4-3.1 Where possible, any criticism of an Employee by a Supervisor, Administrator or Board Member regarding that Employee's professional performance shall be made in confidence and not in the presence of students, parents or other Employees or at public meetings.

4-4 Interschool mail shall be confidential to the Employee to whom it is addressed.

4-5 STUDENT GRADES

4-5.1 The teacher, subject to State Board Regulations, shall maintain the exclusive right and responsibility to determine a pupil's grade for any subject within the sphere of that teacher's assigned subject. The teacher shall accept full responsibility to explain the basis on which the grade was given.

4-5.2 A subject grade given a student shall not be changed without an Administrative review with the teacher involved. To the extent the grade is changed without the approval of the teacher, it shall be so identified on the student report card with the name of the Administrator who changed the grade.

4-6 In investigatory conferences dealing with the actual or potential discipline of an Employee, the Employee may invite a representative of the Federation to be present. Except in an emergency, the Employee will be given at least twenty-four (24) hours notice of the scheduling of such conference.

Administrators may hold non-disciplinary conferences with an Employee without including Federation representation. At the point an Administrator determines that the Employee may be in danger of any disciplinary action, the Administrator has a responsibility to advise the Employee of the possibility, so that the Employee may exercise his/her option under Section 4-6.

ARTICLE V
GRIEVANCE PROCEDURE

5-1.1 Definition - A grievance is a complaint that there has been a violation, misinterpretation, misapplication, inequitable or otherwise improper application of any provision of this Agreement.

5-1.2 A grievance must be initiated within thirty (30) calendar days after the alleged event giving rise to the grievance or within thirty (30) calendar days after the grievant knew of the alleged event giving rise to the

grievance, whichever is later. The Employee shall have the right to be accompanied by a representative of the Federation to advise and represent him/her during this procedure.

5-2 A sincere attempt shall be made to resolve any alleged grievance by informal discussion between the grievant and/or a representative of the Federation and the building Administrator before the situation becomes formalized as a grievance.

5-3 If as a result of the informal discussion the alleged grievance is not resolved, it shall be reduced to writing on a form mutually agreed upon by the parties to this Agreement. The written grievance shall be forwarded to the building Administrator, the Director of Human Resources and the Federation. At the time the written grievance is submitted by the grievant, the grievant shall schedule a meeting with the building Administrator. Such meeting shall be scheduled within five (5) school days from the date on which the grievance is submitted. At this meeting, the facts shall be brought out and an effort made to adjust the matter. The building Administrator shall render a decision in writing within five (5) school days after the meeting. The written decision shall be forwarded to the grievant, the Federation, the appropriate central office Administrator and the Office of Human Resources.

5-4 A written appeal from the decision of the building Administrator may be made to the appropriate central office Administrator within five (5) school days after receipt of the written decision of the building Administrator. At the time the written appeal of the grievance is submitted to the grievant, the grievant shall schedule a meeting with the Administrator. Such meeting shall be conducted within five (5) school days after receipt of the appeal. The Administrator shall indicate his/her disposition of the grievance in writing within five (5) school days of such a meeting and shall furnish a copy thereof to the grievant, the Federation, the District Superintendent and the Office of Human Resources.

5-5 A written appeal from the decision of the appropriate District Administrator may be made to the District Superintendent within five (5) school days after receipt of the written decision of the Administrator. At the time the written appeal of the grievance is submitted to the grievant, the grievant shall schedule a meeting with the District Superintendent. Such a meeting shall be conducted within five (5) school days after receipt of the appeal. The District Superintendent shall indicate the disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the grievant, the Federation and the Office of Human Resources.

5-6 An appeal from the decision of the District Superintendent may be made only by the Federation or the District to the American Arbitration Association for arbitration in accord with its rules, which shall govern the arbitration proceeding. Such appeal shall be made within fifteen (15) school days after receipt of the written decision of the District Superintendent. It is agreed by the parties that the arbitrator shall have the authority to apply the provisions of this Agreement and to render a decision on any grievance coming before him/her, but shall not have the authority to amend, modify or extend the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator.

5-7 The fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including wages, shall be borne by the party requiring their testimony. There shall be no loss in wages for the grievance chairperson or his/her designee who participates on behalf of the Federation in the arbitration hearing, provided the grievance chairperson or his/her designee is not the grievant or a witness.

5-8 It is the intention of the parties that the time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties and, provided that cause is shown, such agreement shall not be unreasonably withheld. Otherwise, the failure of either party to adhere to the time limits established in the steps provided in this Article shall advance the grievance automatically to the next applicable step.

5-9 If an individual Employee has a personal complaint which he/she desires to discuss with an Administrator, the Employee is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

5-10 Nothing contained herein shall prevent either party from presenting a grievance or appealing from the settlement of a grievance that is inconsistent with the terms of this Agreement. The appeal shall be at the appropriate level of the grievance procedure.

5-11 Meetings and hearings held under this procedure shall be scheduled during non-school hours to afford a fair and reasonable opportunity for all persons required to attend to be present.

5-12 The parties recognize that participation in the processing of grievances is a protected activity.

ARTICLE VI
WAGES

6-1 BASIC SALARY SCHEDULES AND CO-CURRICULAR SALARY SCHEDULES

During the term of this agreement, the work year for members of the bargaining unit shall not exceed one hundred eighty-nine (189) seven (7.0) hour work days, not including lunch, comprising one hundred eighty (180) days when students are in attendance and nine (9) in-service work days.

6-1.1 BASIC SALARY SCHEDULES

The basic salary schedules established for the term hereof are attached to this Agreement as Appendix A.

6-1.2 There will be a twelve (12) step salary schedule for all Employees during the course of the Agreement.

6-1.3 CO-CURRICULAR SALARY SCHEDULES

The co-curricular salary schedules established for the term hereof are attached to this Agreement as Appendix C.

6-2 PLACEMENT ON SALARY SCHEDULE

6-2.1 Initial placement is determined by the Board at the time of initial employment.

6-2.2 Horizontal placement is ordinarily determined by degree and accreditation at the beginning of each school year or at the time interim evaluations are made of credits officially accepted for salary credit in accordance with the regulations herein contained. During the term of this Agreement, horizontal placement shall occur only following the ratification and signing of the Agreement by both parties, and in accordance with language contained in Appendix A.

6-2.3 Vertical placement is regulated by the number of years of satisfactory teaching experience as a full-time certified teacher (K-12) in public schools, or private schools approved by the accrediting agency in the state in which the experience was gained. Vertical placement at initial placement is determined by the Board.

6-2.4 An Employee who is rated unsatisfactory at the conclusion of any school year (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 he/she received during the school year in which the unsatisfactory rating applies (year 1). If the Employee is rated satisfactory at the conclusion of the 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.

6-3 REGULATIONS GOVERNING PLACEMENT ON SCHEDULE

6-3.1 The decision to accept or reject credits for salary purposes shall be made by the District Superintendent or his/her designee in accordance with the criteria listed in Sections 6-3 and 6-4.

6-3.2 Acceptance of credits for salary credit at the Bachelor's level is based principally on graduate credits taken at approved colleges and universities in which a grade of "B" or better has been received. Employees are encouraged to take courses that lead to the Master's Degree.

6-3.3 Acceptance of credits for salary credit at the Master's level is based on graduate credits taken at approved colleges and universities in which a grade of "B" or better has been received.

6-3.4 Acceptance of undergraduate credits for salary credit shall be made only if the course is a prerequisite for a graduate level program.

6-3.5 "Salary Step" shall be defined in accordance with Section 6-2.3.

A. Experience for salary purposes shall be defined as that time employed as a full-time certified teacher in the public or private school system as described in this Article. Experience for day-to-day substitute service shall not be considered for salary purposes. Experience for Long Term Per Diem service shall be considered for salary purposes in accordance with provisions in this Agreement, specifically but not limited to Section 7-1.1. Salary Step shall not necessarily be equivalent to years of experience.

B. Persons employed with a fractional year of experience shall have their last annual increment prorated on the basis of their experience at the start of the school year.

6-3.6 The regular schedule terminates with the M+30 column. An additional One Thousand Five Hundred Dollar ($1,500) increment is awarded for the Doctorate and for Employees achieving National Board Certification as defined by the National Board For Professional Teaching Standards.

6-3.7 A Master's Equivalency held or awarded by certificate issued by the Department of Education on or before June 30, 2015 to any employee who was employed as of June 30, 2015 will be treated for salary purposes as an earned Master's Degree.

6-4 TUITION REIMBURSEMENT

Courses eligible for reimbursement shall be graduate level courses, except for an undergraduate course which is a prerequisite for a graduate level program. Written application for reimbursement for a course shall first be made to the Superintendent or his/her designee prior to taking the course. Such approval shall not be unreasonably withheld. There shall be a maximum of no more than nine (9) course credits per year from September to September. Employees 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. There shall be a maximum reimbursement of Three Hundred Twenty Dollars ($320.00) per course credit.

Payment of the reimbursement shall depend upon submission of documentation indicating the cost of the course and the achievement of a grade of "B" or better, or a grade of "Pass" if the course is graded under a pass/fail system.

The Employee shall not receive reimbursement for any correspondence, audio tape, online and/or video tape courses, except as follows:

A. The restrictions on correspondence, audio tape, online and/or video tape courses do not apply if the courses are offered as part of an approved Master's Degree program or other approved advanced degree program in which the Employee is enrolled.

B. Other online courses may be approved at the discretion of the Superintendent if such courses are in the Employee's field of certification or for a higher degree, provided the course syllabus is submitted with the application for approval.

Courses offered by third party vendors for others including, but not limited to, David Hall, Bob Randall Associates, Regional Training Center, Thom Stecher and Associates, and Canter and Associates will not be approved.

6-5 PAY PRACTICE

6-5.1 Partial Contract - The salary of a teacher who begins or ends his/her employment during the school year shall have the District's commitment for salary calculated on the actual participation of the teacher and lapsed calendar days of teacher commitment. Absence entitlement shall be prorated on the basis of service to the District in any one (1) year.

Employees terminating their employment shall not be carried on the fringe benefits program at District expense after June 30. Long Term Per Diem Substitutes shall be governed in accordance with Section 7-5.

Suspended Employees who are suspended at the end of the school year shall be continued on the health care benefits plans, including health, dental, vision care and prescription plans at District expense through August 31 of the year of suspension, provided Employee contributions are made to premium equivalent to those paid by active Employees. Payments shall be deducted from salary during school year in equal parts.

6-5.2 Salaries shall be paid on a bi-weekly basis. Direct deposit of paychecks shall be mandatory for all Employees. The District will continue its practice of paying the staff their first pay on the first Friday following their return to school in September. In order to be eligible for this first payday, the Employee must have been processed for payroll purposes at least one (1) week prior to the last payday in August. Employees shall have the option of having a salary paid in twenty-six (26) or twenty-two (22) installments. Employees will normally be paid in twenty-six (26) installments. In the event the calendar year does not permit twenty-two (22) or twenty-six (26) pays, payment may be made in twenty-one/twenty-five (21/25) installments.

Salary due for the months of July and August shall be paid in a lump sum; such payment shall be made on the last pay day in June. One (1) pay shall be withheld for the purpose of making salary adjustments and shall be paid on the last District pay day of June or the last work day, whichever occurs last.

Request for payment on a twenty-two (22) pay basis must be made to the Office of Human Resources no later than August 15. Once this selection is made, the Employee shall be continued on a twenty-two (22) pay basis until he/she notifies the Office of Human Resources in writing of his/her desire to be returned to the twenty-six (26) pay basis; such notification must be made no later than August 15. Once a selection is made, no pay change may be made during the school year.

Comparison forms and further information are available in the Payroll Office.

6-5.3 It is recognized that the Board may make other pay arrangements in hardship cases and upon written request from the Employee.

6-5.4 Co-Curricular Pay Practice – Payment of salaries for co-curricular assignments shall be made in a lump sum, or two (2) or three (3) installments during the season of the activity as agreed upon by the Employee and the Administrator concerned.

The Employee shall be furnished with an itemized notice of payment for co-curricular service by the Administrator authorizing the payment for such service.

6-5.5 Wage Notice – Each Employee shall be furnished notice of the Employee's pay status, including placement on the salary schedule by column and step or years of experience and listed accreditation and salary.

The District shall attempt to distribute this notice in the second pay period in September each year. Additional notice shall be given in the event of any change in status.

6-6 CALCULATION OF SALARY

Guidance Counselors, Home and School Visitor, Psychologists, Cooperative Education Instructors, Social Workers.

6-6.1 The salaries of Guidance Counselors, Home and School Visitor, Psychologists, Cooperative Education Instructors, and Social Workers shall be calculated by obtaining the placement of the individual on the salary schedule in accordance with the regulations hereinbefore specified and adding to this figure the time adjustment factor set forth hereunder:

Time Adjustment Factor

Per diem for days in excess of contracted work year for actual days worked. Workshops will be compensated at workshop rates.

6-7 HOMEBOUND INSTRUCTION

The hourly rate for homebound instruction shall be $30.00 per hour.

6-8 DEPARTMENT HEADS / LEAD TEACHERS

Department heads and lead teachers shall be paid additional compensation $3,196.00.

6-9 WORKSHOPS

The hourly rates for curriculum workshops shall be $30.00 per hour.

6-10 SUMMER SCHOOL

The hourly rates of $30.00 per hour shall be paid to teachers employed in the Elementary Summer School Academy, Secondary Summer School and all other Summer academic camps.

6-11 SERVICE BENEFIT

Employees with a minimum of ten (10) 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 Seventy Dollars ($70.00) per day, upon suspension (as defined in the School Code), resignation or retirement.

In the event of the Employee's death, the entitlement shall be paid to the Employee's estate. 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.

6-12 WORKER'S COMPENSATION

Any Employee who is absent as a result of injury sustained in the performance 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 (2) 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 Employee 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.

6-13 PARTIAL CONTRACT EMPLOYEES

6-13.1 Partial contracts are defined as those positions for which staff are employed for fewer days than the normal work year as per Section 10-22 or less than a seven and one-half (7½) hour day.

6-13.2 Persons employed on partial contract basis shall be entitled to the same rights and privileges as other Employees covered by this Agreement with the exception of salary and group insurance benefits. Salary and benefits shall be computed on a prorated basis of the Employee's normal entitlement were the person employed on a full contract.

6-13.3 In the event that the number of partial contract positions is to be reduced, the least senior Employee of the normal work-year staff and partial contract staff will be suspended by application of the following procedure: Employees with full day but less than normal work-year contracts shall be offered full normal work-year contracts if such positions are available in the area of that Employee's certification according to seniority.

6-13.4 Employees shall have the right to refuse a full normal work-year contract. The decision of a senior Employee to waive his/her right to a normal work-year contract shall be effective for the entire school year only. Pro-rata seniority rights and pro-rata benefits shall accrue to partial contract Employees who work less than a seven and one-half (7½) hour day. Such Employees, however, shall be given consideration to fill full-time vacancies.

6-13.5 Nothing in this section shall be construed as prohibiting the District from eliminating partial contract positions when such become unnecessary.

6-14 NURSES' EXTRA PAY

Nurses who agree to render additional time beyond the regular school year or the regular school day shall be compensated $30.00 per hour.

ARTICLE VII
LONG TERM PER DIEM SUBSTITUTES

7-1 A Long Term Per Diem Substitute is an Employee who substitutes for an absent regular Employee for a continuous period of forty-five (45) days or longer when such Employee is on leave. The term of employment includes regular school days, in-service and conference days.

7-1.1 All Long Term Per Diem Substitutes shall be paid pursuant to the salary schedule based upon years of experience and course credits on the same basis as contracted Employees. For salary purposes, only Long Term Per Diem substitute experience performed in the Neshaminy School District shall be allowed.

One-half (½) day Long Term Per Diem Substitutes shall receive a full year's credit for each year worked for the above-enumerated computations.

7-1.2 All Long Term Per Diem Substitutes shall be entitled to all rights and privileges on the same basis as all other Employees.

7-2 Long Term Per Diem Substitutes who have acquired satisfactory teaching experience in prior school years with the District shall, if employed on a contract basis, receive experience credit acquired by the Employee at the time of appointment as a regular staff member.

7-3 When possible, a Long Term Per Diem Employee shall be given two (2) weeks notice before he/she is replaced by the returning Employee provided a minimum of twelve (12) working days notice is given to the District by the returning Employee.

7-4 Teachers who are suspended and recalled as Long Term Per Diem Substitutes as defined in Section 7-1 above shall receive the same insurance coverage provided the regular certified staff.

ARTICLE VIII
INSURANCE AND RETIREMENT BENEFITS

8-1 HEALTH INSURANCE

8-1.1 The District agrees to pay the full premium cost, subject to Employee and retiree payment of contributions specified in this Article, for Employees and eligible retirees who elect such coverage, and their dependents, for the plans identified below or equivalent plans furnished by an alternate carrier.

Bargaining unit members will be required to make premium contributions of 18% the applicable premiums through mandatory payroll deduction Health Insurance contribution payments.

8-1.2 Excise Tax

In the event that it is determined and/or projected as of January 1 each year, that any of the health benefit plans offered by the District will incur excise taxes, taxes, or penalties imposed on the District, the process below will be initiated.

If the District is advised that an excise tax, taxes, or penalties imposed as the result of the health benefit plans exceeding the thresholds provided in the ACA will be assessed the parties will immediately meet and confer with the Board appointed Benefit Consultant to redesign the Plan(s) to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over plan design changes to meet that objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The parties will mutually agree upon the arbitrator or if they cannot agree, the arbitrator shall be selected through the Pennsylvania Bureau of Mediation.

The arbitrator shall choose either the Plan design offered by the District or the Federation with the proviso that the Plan must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion. The Parties agree that the process of identifying a new plan, including any resulting arbitration, will be completed before the imposition of any tax, taxes, or penalties imposed as the result of the health benefit plans exceeding the thresholds provided in the ACA.

This provision shall remain in effect even during any period of status quo.

8-1.34 The IBC Personal Choice Preferred Provider Organization (PPO) 2, $20/$40/70%, or its equivalent will be designated as the base plan. IBC Personal Choice PPO 1, $10/$20/70%, or its equivalent is designated as the buy-up plan. The District agrees to pay the remaining premium cost for Employees and their dependents for such plan, provided that Employees will first contribute the same percentage of the monthly premium of the base plan as subscribers to the base plan towards their health insurance coverage by payroll deduction in addition to the added cost of the buy-up plan. The District will offer IBC Keystone Point of Service Plan (POS) $15/$25/50% as the buy-up plan. No additional plans will be made available absent mutual consent of the parties.

8-1.4 No Employee 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. An Employee 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 Employee whose spouse is also a District Employee is not eligible for multiple or duplicate health insurance coverage. No Employee or dependent shall be covered by more than one (1) policy, and no Employee 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 and opt out of those coverages.

8-1.5 The following Opt-out provisions shall only be available to any member of the bargaining unit who was first employed as a temporary professional Employee or a professional Employee on or before June 13, 2013. This provision is not available to anyone who is a subscriber or a dependent on a District plan.

Upon providing documentary evidence of the possession of health and prescription insurance equivalent to that provided by this Agreement, an Employee 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 Employee 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 life event); and

C. For each full month that the waiver is in effect, the Employee shall receive Two Hundred Dollars ($200). The money shall be paid to the Employee in the paycheck following the completion of the month for which the revocation was in effect and shall not be considered compensation for pension purposes. Recipients are not eligible to receive, either as subscribers or dependents, benefits for which they are receiving compensation to opt out.

Retirees who are qualified for post-retirement benefits are eligible to opt out and receive exactly the same benefits as current active Employees who opt out.

8-1.6 HEALTH CARE COMMITTEE

A Health Care Committee, comprised of two (2) School District representatives and two (2) Federation members, selected by the District and Federation, respectively, shall be maintained by the parties for the duration of this Agreement. The function of this Committee shall be to continuously review the fringe benefit structure provided by this Article in an effort to achieve cost containment by restructuring and redesigning such benefits. The Committee shall meet upon the call of two (2) of its members, or at such other time as the Committee deems appropriate.

The Committee shall have access to all such School District records as are reasonable and necessary for the Committee to perform its charge.

A fringe benefit expert designated by the District shall be available to the Committee and shall serve such Committee in a neutral position and shall not be a voting member of the Committee. The cost of such expert shall be paid by the District.

Within 30 calendar days of ratification the Committee will commence an analysis to determine whether the District should implement Flexible Spending Accounts with the understanding that the final decision concerning implementation will be the District's to make.

8-2 DISABILITY INSURANCE

8-2.1 The District shall provide a disability benefit not to exceed One Thousand Three Hundred Dollars ($1,300) per month for each participating Employee under the Neshaminy School District Group Plan. The plan shall be for a maximum of fifty-two (52) weeks with a fourteen (14) day waiting period.

8-2.2 The District shall provide a long-term accident and sickness disability plan which will provide benefits of One Thousand Four Hundred Dollars ($1,400) per month to age sixty-five (65).

8-2.3 During any period when disability payments are paid under either short-term or long-term disability plans pursuant to Sections 8-2.1 or 8-2.2, no sick leave, worker's compensation, or other forms of paid leave or paid benefits shall be due or payable to the Employee receiving disability pay.

8-3 LIFE INSURANCE

The District shall provide each Employee with a group term life insurance policy at no cost to the Employee. The amount of such insurance shall be equivalent to the Employee's annual contractual salary rounded to the nearest thousand. Buy up rights for additional face value coverage at Employee expense shall be available with the consent of the carrier.

8-4 DENTAL INSURANCE

The District shall pay the full premium, including family coverage, subject to Employee contributions as provided below, for the eligible Employee's subscription to a dental plan which shall include the following coverage: Periodontics at a rate of seventy-five percent (75%) UCR; Orthodontics at a maximum lifetime benefit of One Thousand Dollars ($1,000) per person; Oral Surgery at the rate of one hundred per cent (100%) UCR; Prosthetics and Crowns, Inlays and Onlays Restorations at the rate of sixty percent (60%) UCR. Except for Orthodontics, the maximum reimbursement of the Basic Dental Insurance Plan and related riders shall be One Thousand Five Hundred Dollars ($1,500) per person per year.

Employees will contribute the same percentage of the monthly premium towards their dental coverage by payroll deduction as they contribute towards the base health insurance plan by payroll deduction.

8-5 PRESCRIPTION DRUG PLAN

Except as noted below, the District shall pay the full premium, including family coverage, subject to Employee contributions as provide below, for the eligible Employee's subscription under a Prescription Drug program as follows:

> Participants in the plan will pay a deductible of Ten Dollars ($10.00) per generic prescription, Twenty-Five Dollars ($25.00) for formulary name brand prescriptions, and Thirty Dollars ($30.00) for non-formulary name brand prescriptions.

The plan shall include mandatory maintenance drugs mail order at a ninety (90) day copay of $20/$50/$60.

Employees will contribute the same percentage of the monthly premium towards their prescription coverage by payroll deduction as subscribers contribute towards the base medical plan by payroll deduction.

No Employee will be permitted to receive prescription coverage only. In order to receive prescription coverage an Employee must be covered by one of the District's health insurance plans in accordance with the provisions of Article 8.

8-6 VISION CARE PLAN

Except as noted below, the District shall pay the full premium, including family coverage, for the Employee's subscription to the Vision Care Plan as described in the current District insurance booklet.

Employees will contribute the same percentage of the monthly premium towards their vision coverage by payroll deduction as they contribute towards the health insurance plan by payroll deduction.

8-7 CO-CURRICULAR ASSIGNMENTS (INSURANCE COVERAGE)

The District shall inform each coach of his/her personal and liability coverage for accidents during contests and practices.

8-8 LIABILITY INSURANCE (AUTOMOBILE)

The nurses, home and school visitor and social workers will be provided with 100-300-25 basic liability coverage under the School District's insurance policy at no cost to the Employee. The 100-300-25 basic liability coverage will only be in effect during those times the eligible Employees are providing transportation for children as a requirement of their job assignment.

8-9 COMPREHENSIVE INSURANCE DEDUCTIBLE

The District will reimburse the comprehensive insurance deductible, not to exceed Two Hundred Fifty Dollars ($250), in the event of vandalism committed against an Employee's vehicle by a pupil on School District property. In the event that a pupil is identified as responsible, a police report is not a prerequisite for reimbursement.

8-10 WORKER'S COMPENSATION

Employees shall be covered under the provisions of the Pennsylvania Worker's Compensation and Occupational Disease Act, as amended.

8-11 TERM OF INSURANCE

8-11.1 The group insurance program of the District shall be based on twelve (12) months of coverage. Employees whose employment terminates at the end of the school year or subsequent to the start of the new school year shall be carried on the District programs only until June 30 of the then current calendar year.

8-11.2 Employees who are suspended at the end of a school year shall be continued on health care benefits through August 31 of the then current calendar year. Payment shall be deducted from salary during the school year in equal parts.

8-12 PARTIAL CONTRACTS

Whenever a full-contract Employee voluntarily requests assignment from a full-time contract to a partial-contract position, the District shall prorate the value of that Employee's fringe benefit package.

8-13 INSURANCE (LEAVES OF ABSENCE)

The District shall continue the insurance program for persons on sabbatical leave. Payments shall be deducted from salary during the school year in equal parts. Employees on other types of leave may participate in those plans for which they are eligible but at their own expense.

8-14 INSURANCE (RETIREE COUNSELING)

8-14.1 Retiring Employees shall have the option of remaining in an available group medical plan at their own expense. Payments for such participation shall be made in advance on a quarterly basis.

8-14.2 Retiring Employees shall be provided with pre-retirement counseling by the Office of Human Resources.

8-14.3 VOLUNTARY RETIREMENT INCENTIVE

Staff who applied for retirement prior to April 1, 2013 and were approved by Board action will remain eligible for the monetary and insurance benefits of that incentive. For all others, the Voluntary Retirement Incentive ceased to exist April 2, 2013 and applicants for retirement in future years will not be eligible for that benefit.

8-15 SOCIAL SECURITY

The Board shall continue Social Security (FICA) participation for Employees.

8-16 CHANGE IN INSURANCE CARRIERS

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 equivalent to the coverage currently existing and no additional costs for services provided by coverage accrues to the Employee.

8-16.1 CONTINUATION OF COVERAGE UPON DEATH

If an Employee dies, medical coverage for the spouse and family shall continue for ninety (90) days with the District and the Federation sharing equal cost payments.

ARTICLE IX
NO STRIKE – NO LOCKOUT

9-1 During the term of this Agreement, the Federation shall not authorize, condone, support or participate in any work stoppage, slowdown or other form of curtailment of effort, and the District shall not authorize or permit any lockout of the Employees covered by this Agreement.

ARTICLE X
OTHER CONDITIONS OF EMPLOYMENT

10-1 ASSIGNMENTS, NOTICE OF

10-1.1 Employees shall be informed of their tentative September assignment, including building, subject(s) and/or grade level(s) and complete course codes (high school), no later than June 7. An Employee shall not be assigned outside of the Employee's area of certification without the Employee's consent. Consideration shall be given to the individual's professional talents and experience in developing the assignment.

10-1.2 Tentative elementary class lists for each next succeeding school year shall be disseminated to teachers prior to July 1 of each year.

10-2 ATTENDANCE AT MEETINGS

10-2.1 Employees attending professional meetings with prior approval of the Administration shall not suffer a loss in pay when attending such meetings.

10-2.2 The reasonable expense of the meeting, including travel expense, shall be reviewed by the Administration on receipt of the request from the Employee and where possible the Employee shall be informed in writing of the allowance prior to attendance at the meeting. Several Employees in attendance at the same meeting may be required to pool expenses. The decision of the expense allowance shall be predicated on the availability of funds for this purpose.

10-3 CO-CURRICULAR ASSIGNMENT

Preference shall be given to certified personnel employed in the District when staffing co-curricular activities if qualified personnel are available.

10-4 CO-CURRICULAR POSTINGS

10-4.1 Employees shall be notified of vacancies and newly created positions that occur during the school year for co-curricular positions and their location (including those in coaching, game and supervisory services, intramurals, music and drama, and student clubs and services) in a bulletin or on the bulletin board in the school in which the position is available. The general details and responsibilities of a position so advertised shall be made available to applicants on request.

10-4.2 In the event that no qualified applicant is found in the building in which the position is available, then the vacancy shall be posted on the bulletin boards in other schools.

10-4.3 An Employee who is assigned to a building other than that in which a position is available may be appointed to that position with the approval of the appropriate Administrators.

10-4.4 Vacancies and newly created co-curricular positions shall be posted at least one (1) week before an appointment is made. It is understood that the Administration reserves the right to assign on a temporary basis

a person to a vacancy which is created because of an emergency. Copies of the postings shall be forwarded to the Federation.

10-4.5 When an Employee from within the bargaining unit applies for a vacant co-curricular position (not faculty officials), the applicant shall be informed as to whether or not the applicant has been selected as soon as possible after the final decision is made.

Such an Employee who has not been appointed to the position shall, upon request, be verbally informed of the reasons he/she has not been appointed. However, it is understood that the decision of the District in making such appointments under Sections 10-4.4 and 10-4.5 is final.

10-5 CO-CURRICULAR COURTESY PRIVILEGE

10-5.1 During the first eight (8) work days of school, the District agrees to issue to each staff member upon request to his/her Administrator (using a building sign-up sheet) a District pass for the Employee to all home athletic events and specified co-curricular activities. The total number of passes will not exceed the number of eligible staff members. Tickets will be distributed through interschool mail.

10-5.2 The District will issue to high school teachers on request two (2) tickets for Gym Night, musicals and plays. The Administration reserves the right to designate the night on which the tickets can be used.

10-5.3 Any events specifically designed to raise funds for or sponsored by student organizations or clubs for their benefit are excluded from this provision.

10-6 COMMITTEES

10-6.1 Employees shall share in the development and planning of goals, objectives and courses of study necessary to curriculum growth. Such activity, if approved by the Administration and when conducted outside the normal work day, shall be paid at the hourly workshop rate.

10-6.2 Employees shall share in the review, evaluation and selection of textbooks and other instructional materials and supplies. Such activity, if approved by the Administration and when performed outside the normal work day, shall be paid at the hourly workshop rate.

10-6.3 It is understood that all committee recommendations are subject to the approval of the District.

10-6.4 A list of proposed curriculum committees shall be posted in each building so that all Employees shall have an opportunity to apply for membership thereon.

10-7 DISCIPLINE POLICY

10-7.1 On the first in-service day of each year, each Employee shall be given written notice of the duties and responsibilities of all personnel relating to student discipline procedure by the building Administrator.

10-7.2 The Board and the Federation agree that the implementation of the established discipline policies of the Board is a joint responsibility of Teachers and Administrators. It is understood that all committee recommendations are subject to the approval of the District, with the understanding that the Discipline Policy shall be established by the Board.

10-8 ELEMENTARY SPECIALISTS SUBSTITUTES

The District shall attempt to maintain a pool of specialist substitutes in the elementary area (music, art, physical education, library). Special consideration shall be given on a daily basis to the filling of vacancies caused by absence of a member of the staff regularly employed in these positions.

10-9 EMERGENCIES (DISTRICT, SCHOOL, INCLEMENT DAYS)

Classroom teachers shall not be required to report for work or remain in the building beyond the time required to ensure the safe dismissal of students from the building on those days when, because of emergencies or other like reasons, schools are closed or schools are closed early. The Superintendent or his/her designee is the only person authorized to make so definitive a decision as to close the school, declare an emergency and/or release Employees.

10-10 EMPLOYEE INFORMATION

10-10.1 Each Employee shall annually be furnished the following information:

A. A statement of all benefits and Employee welfare programs available to the Employee and the Employee's dependents.

B. A clear statement of the coverage provided by all insurance policies, including the procedures to be followed when making claims.

C. Salary step, degree and advanced study credit.

10-10.2 When possible, high school teachers will be given notice one (1) month in advance of the date of projected grade-level trips. The notice will be in writing or announced in the bulletin.

10-10.3 Employees intending to retire shall notify the District of their intent at least sixty (60) days prior to their intended retirement date.

10-11 PAID LEAVES OF ABSENCE

10-11.1 Illness in Immediate Family, Death in Immediate Family, Death of Near Relative

A. Definitions

1. Immediate Family shall be defined as: mother, father, brother, sister, son, daughter, wife, husband, parent-in-law, grandchild, grandmother, grandfather, anyone residing in the same household.

2. Near Relative shall be defined as: first cousin, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, grandparent-in-law.

B. Death in the Immediate Family - When a death occurs in the professional Employee's immediate family, the professional Employee may be absent five (5) days without loss of pay. Any further approved absence beyond the five (5) days because of the death in the family will be at the discretion of the Board.

C. Death of a Near Relative - When the death of a near relative occurs, a member of the bargaining unit may be absent, without loss of pay for a period of one (1) day, except when

the distance to be traveled exceeds two hundred seventy-five (275) miles one way, at which time the member of the bargaining unit may be absent, without loss of pay, for a period of two (2) days. Any further approved absence will be at the discretion of the Board.

D. Illness in the Immediate Family - When it becomes necessary for a professional Employee to attend to a member of the immediate family (as defined in A-1) who is ill, such professional Employee shall be allowed two (2) days absence (annually) without deduction of pay. Additional time may be granted at the discretion of the Superintendent. This additional time will be taken from the professional Employee's accumulated sick leave. Annually, up to five additional unused sick leave days provided for in Article 10-35 may be used for family illness. These days will be subtracted from accumulated sick leave.

10-11.2 An Employee may be granted a total of three (3) days personal leave without loss of salary to attend to personal business that could not be conveniently scheduled outside of the school day.

10-11.3 Under no circumstances shall any personal business day be used the day before or the day after any school holiday, or during the first or last five (5) student days of any school year, or on any teacher workshop day.

Except in emergencies, at least five (5) school days' advance written notice of intention to use a personal day shall be given by the Employee to his/her building Principal on the official District absence form. No information may be required or requested of the Employee other than the date of the intended personal day.

Subject to the subsequent limitation regarding District-wide Employees as provided hereinafter, in any building, not more than two (2) elementary Employees, four (4) middle school Employees and six (6) high school Employees shall be permitted to use the same day for personal business. With regard to District-wide Employees consisting of instrumental music teachers, school psychologists, special education itinerant teachers, home and school visitors and social workers, only one (1) of said group of District-wide Employees as a unit shall be permitted to pre-schedule a personal business day on the same day.

In the event that requests from Employees for a personal day should exceed the above respective maximum numbers, the day shall be used by those who first requested the personal day based upon the time of request. Those Employees whose requests for a personal day exceed the above limitations who report to work as scheduled on the requested day shall be entitled to use another day for personal business leave. Any Employee who uses a day for personal business in excess of the above limitations shall not be paid his/her salary for each such day.

10-11.4 At the conclusion of each school year, unused personal leave days shall be credited to the Employee's available sick leave to be used only when normal sick leave days are exhausted. Personal leave days will be converted to sick leave days at the ratio of one (1) personal leave day to one (1) sick leave day. Only 0.5 fractions will be credited.

10-11.5 LEAVE WITHOUT PAY

Any Employee who contemplates being absent for reasons other than those listed in Sections 10-11.1 and 10-11.2 must make his/her request of his/her Principal and the Superintendent in advance. Such an absence is the responsibility of the Employee and a deduction will be made from his/her salary.

10-12 FACILITIES

10-12.1 The District and the Federation shall establish a Safety and Health Committee composed of an equal number of individuals representing: (1) the health and safety interests of Federation members; and, (2) the corresponding interests of the District, including parent and student concerns and other Employee group issues.

Relevant safety and/or health issues may be referred to the Committee by such procedures as the Committee shall determine. The Committee may deliberate or conduct investigations as deemed appropriate.

Written Committee minutes shall be kept. Committee determinations shall be in the form of recommendations approved by a majority of a quorum of the Committee and transmitted in writing to the Superintendent, the President of the Board and the President of the Federation.

Because the Committee acts exclusively in an advisory capacity, it shall not be liable for any injuries, disabilities or diseases which may be incurred by any Employee or individual as an alleged direct or indirect result of any recommendation which is made, deliberated, or not made.

10-12.2 The District shall provide Employees with a desk, file space, and comfortable, clean faculty lounges and rest rooms. Telephone service, including facilities to permit confidential student-related calls, shall be available to the Employee.

10-12.3 The District shall provide each department with adequate storage space.

10-12.4 Surfaced parking areas which shall be kept reasonably free of hazards, such as ice and snow, shall be made available for use by the staff.

10-12.5 The District shall make instructional material available to Employees and pupils throughout the school year, provided reasonable time is allotted for inventory purposes prior to the close of school. The use, redistribution, collection and return of reading materials, AV equipment, etc., already inventoried shall be the responsibility of the individual Employee requiring the material.

10-13 FACULTY MEETINGS

Employees may be required to attend one (1) after school meeting of reasonable length for the entire staff of the school each month. This does not prohibit the Administration from calling any meeting in an emergency.

Except in the cases of emergency meetings, the staff shall be given two (2) days notice of a faculty meeting and a tentative agenda will be provided at that time.

Grade level, department and curriculum meetings shall be governed by past practice.

10-14 HANDBOOK FOR TEACHERS

The District shall make every effort in the development of the handbook to ensure that the statements contained therein are consistent with the terms of this Agreement and, where inconsistent, this Agreement shall control. The handbook shall not be deemed or interpreted to be incorporated by reference into this Agreement.

10-15 IN-SERVICE PLANNING (SUGGESTIONS)

The Administration shall solicit suggestions from and involve professional Employees in developing and planning activities to be conducted during teacher in-service days at both the building and District levels.

10-16 JURY DUTY – SUBPOENA

10-16.1 When an Employee 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 Employee shall submit proof of attendance from the Clerk of Courts. Regular salary shall be paid during said service.

10-16.2 An Employee subpoenaed as a witness or who is a litigant in a civil or criminal proceeding shall continue to make application for leave with pay.

10-17 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 Employee(s) concerned on a case-by-case basis.

10-18 MATERNITY – CHILD CARE – ADOPTION

10-18.1 Any female Employee in the bargaining unit is eligible for leave for maternity and continuing child care. Any male Employee whose wife becomes pregnant is eligible for leave for childcare. Any Employee who wishes to assume full-time parental responsibilities because of the adoption of a child is eligible for leave for childcare. A husband and wife who are Employees of the District shall not both be entitled to such leave for the same child. Application for such leave shall be made through the Office of Human Resources.

10-18.2 The leave shall begin on the date determined by the Employee 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.

10-18.3 The leave shall not be expected to exceed a period of time longer than one (1) year from the effective date of such leave. The Employee may request an extension of the leave not to exceed an additional year of said leave for continuing childcare 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 Employee may not return earlier than the beginning of the next full semester following the termination date of the extension. Under normal conditions, the Employee must give at least thirty (30) days prior notice of intent to return from such leave, including the exact date.

10-18.4 On returning to service from such leave, the Employee 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.

10-19 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 Employee shall be retained in compliance with this Agreement and with the provision of the School Laws of Pennsylvania. The District holds that such an Employee on returning from leave shall be returned to the same position occupied prior to leave. If that position no longer exists, the Employee shall be placed in another position for which the Employee is certified.

10-20 MULTI-BUILDING ASSIGNMENTS

10-20.1 The District shall endeavor not to assign members of the teaching staff to instructional or other professional duties in more than one (1) building.

10-20.2 Employees working in two (2) or more schools shall be required to attend faculty meetings, etc., in only one (1) of the schools to which the Employee has been assigned.

10-20.3 Employees assigned to two (2) or more schools will be provided one (1) period for travel in addition to one (1) preparation period.

10-21 NORMAL WORK DAY

10-21.1 The normal work day for classroom teachers is seven and one-half (7½) hours except on those days when their professional services are needed at conferences and meetings. This may be a flexible seven and one half (7½) hour schedule.

10-21.2 The flexible seven and one-half (7½) hour day shall not apply to nurses providing services for the physical examinations of students after school. Nurses shall be paid for such service as provided in Section 6-14.

10-21.3 Classroom teachers, nurses and librarians shall be granted a duty-free lunch period of not less than thirty (30) consecutive minutes daily. The District agrees to schedule members of the certified staff for a lunch period only within the normal period of time as established for lunch at that school. Therefore, if a principal has scheduled lunch periods from 10:35 a.m. until 1:00 p.m., all certified staff will be scheduled for lunch within that time frame.

10-21.4 MIDDLE SCHOOL BUS DUTY

A middle school teacher who volunteers for A.M./P.M. bus duty outside the seven and one-half (7½) hour work day shall have a full duty assignment removed from his/her schedule giving that teacher an additional preparation period. This duty shall not be assigned.

10-22 NORMAL WORK YEAR

10-22.1 The Salary Schedules identified as "Appendix A" attached to this Agreement are based on one hundred eighty-nine (189) days of service.

10-22.2 As used herein, the term "Normal Work Year" shall mean one hundred eighty-nine (189) days of service. Unless needed as a full student day to fulfill the required days of education for the state, the half (½) day of the last day of the school year shall be used for the purposes of close and there shall be scheduled two (2) half professional development days to be scheduled by and the content to be determined by the District. These professional development days are in addition to the days already set forth in the 2024-2025 calendar that was approved on February 20, 2024.

10-22.3 Subject to absence for reasons that would excuse absence from professional duties during the work day, bargaining unit members shall be required to attend one (1) evening session per year to greet parents at the beginning of the school year. No additional compensation shall be due for such evening functions.

10-23 NURSES' REQUIREMENT (PROCEDURE)

Nurses shall be provided with those materials necessary to the proper performance of their duties. Such needs shall be reviewed and approved by the Superintendent or his/her designee.

10-24 ORIENTATION (NEW TEACHERS)

10-24.1 The Neshaminy School District shall continue to reserve the right to invite new teachers, prior to the first in-service day for the regular teaching staff, for District in-service. This in-service shall not exceed three (3) normal workdays assigned as follows: two point five (2.5) days in the new teachers' first year of employment and half (½) a day in the teachers' second year of employment.

10-24.2 Teachers new to the District and who hold an Instructional Certificate, Level I in the area of their assignment, are also required to spend a maximum of five (5) group meetings of two (2) hours each, not to exceed ten (10) hours total over a two (2) school year period, for orientation and other educational purposes as determined by the Superintendent or his/her designee.

10-24.3 New teachers are defined as:

A. Teachers beginning the profession or
B. Teachers <u>new</u> to the District or
C. Teachers returning to the District after an absence of three (3) school years.

10-24.4 Five (5) additional hours may be used for in-service conferences at the discretion of the building Administrator for new teachers with an Instructional Certificate, Level I.

10-24.5 The District shall provide special attention, supportive help and guidance to new Employees. All available resources shall be utilized to help orient the new Employee.

10-24.6 Employees on suspension and Long Term Per Diem Substitutes returning to employment with the District who have satisfied this obligation will not be required to repeat the obligation described in Sections 10-24.1, 10-24.2 and 10-24.4. They may be required to report on the first in-service day for new staff for purposes of registration, etc., as provided for in Section 10-24.1.

10-24.7 Any Employee participating in the Induction Plan shall receive prior approval of the principal before such participation. Mentor teachers shall be provided a stipend of $600 for one-year's work with a new teacher (Level I) consisting of no more than ten (10) meetings with the teacher required per year. Mentor teachers shall be provided a stipend of $300 for one-year's work with a new, experienced teacher (Level II) consisting of no more than five (5) meetings with the teacher required per year. Mentors may receive compensation on a pro-rata basis if all meetings do not occur. Inductees (new teachers) are expected to participate in the program outlined in 10-24 with no additional compensation for these activities. Mentors may receive compensation on a pro-rata basis if all meetings do not occur.

10-25 PERSONNEL FILE

10-25.1 The official personnel file of an Employee shall be located in the District Office of Human Resources.

10-25.2 Material other than routine filings such as attendance records shall not be placed in an Employee's file unless signed by the originator.

10-25.3 A copy of material related to the Employee's conduct, service, character or personality - including observations and evaluations - shall be furnished to the Employee and may be made part of his/her personnel file. The Employee shall have the opportunity to review it and submit an explanation thereof, which shall also become part of his/her file.

10-25.4 Administrators shall be encouraged to place in an Employee's file information of a positive nature indicating special competencies, achievements, performances or contributions of an academic, professional or civic nature.

10-25.5 The Employee 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.

10-25.6 An Employee is granted the right to examine his/her file. The Office of Human Resources, if requested, shall make copies of materials in the Employee's file that are required for the professional advancement of the Employee. 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."

10-25.7 Only persons authorized by the Neshaminy Board of School Directors may inspect an Employee's file.

10-25.8 The District shall permit Employees to review their individual building file upon request in the presence of the Administrator or his/her designee.

10-26 POSITION CHANGE (REQUESTS FOR)

Any Employee may request a change in assignment to a different elementary grade level, subject area and/or building through established District procedures as set forth in the District Handbook.

10-27 POSITION POSTINGS

10-27.1 Vacancies for all professional 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 in each building at least one (1) week 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.

10-27.2 Vacancies which occur after the close of school and prior to the opening of school shall not be posted. Known interest in any position will be given consideration.

10-27.3 Copies of all such postings shall be sent to the Federation office.

10-27.4 When an Employee from within the bargaining unit 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.

10-27.5 SUMMER SCHOOL

Summer School and summer stock positions as well as co-curricular positions shall first be offered to qualified people who are active certified staff before being offered to other interested applicants.

10-28 PREPARATION PERIODS (ELEMENTARY)

10-28.1 Cafeteria and lunch time playground duty shall not be the responsibility of the elementary teacher unless an emergency arises. This time shall be used for professional preparation.

An emergency shall not include a strike by non-certified staff so long as the said strike is not a violation of a then existing contract between the non-certified staff and the School District.

10-28.2 Except as noted in Section 10-28.4, Specialist Teachers (eg. Physical Education, Music, Art and Library) and Special Education Teachers shall be entitled to receive one hundred sixty (160) minutes per week of preparation time to be scheduled during the workday in blocks of no less than twenty (20) minutes at a time and no more than forty (40) minutes per work day. The preparation time is unencumbered unless there are emergency situations.

10-28.3 Employees at the elementary level other than teachers new to the District shall not be required to remain in the classroom when the class is being conducted by a specialist teacher (physical education, music, art and library). This time shall be used as a preparation period. In accordance with past practice, teachers new to the District may be required to remain in the classroom at these times for the purpose of becoming familiar with the programs for a period of time not to exceed one (1) marking period. Elementary preparation time is unencumbered unless there are emergency situations.

10-28.4 In the event that the School District is unable to provide a substitute teacher and, as a consequence, the elementary school classroom teacher is required to remain in the classroom during preparation period, then the following shall apply:

A. First such occurrence during school year – no compensation.

B. Second and all subsequent occurrences during same school year – one-half (½) day credited to accrued sick leave of affected teacher.

C. Adjustments to sick leave bank will be reflected in the Employee Access Center and will be credited to accrued sick leave in the first paycheck of the following school year.

10-29 PREPARATION PERIODS (SECONDARY)

Employees at the secondary level shall be granted five (5) preparation periods per week. When possible, these periods shall be scheduled one (1) each day.

In addition to the five (5) preparation periods per week, an additional team teaching meeting per week will be scheduled for special education teachers at the high school level only, and where possible and at the sole discretion of the building Administrator, the meeting period shall be common to all special education teachers. The time of such meetings shall be used exclusively to communicate on student problems and their progress or educational developments in the area of special education.

10-30 PREPARATION PERIOD For the purposes of determining whether Article 10-28 or 10-29 apply to an individual bargaining unit member, the location where the bargaining unit member spends the majority of his/her time on a weekly basis will govern.

10-31 PROFESSIONAL DUES REIMBURSEMENT

The District will reimburse Employees up to a maximum of One Hundred Dollars ($100) for dues to professional organizations when the Employee's membership is required in order for students to participate in approved curricular or co-curricular activities.

10-32 REASSIGNMENT / TRANSFER

10-32.1 PREFERENCE SURVEY

Employees will be surveyed with respect to their preferences for assignment during the month of February of each year through the District Preference Forms. In completing the preference survey, Employees may list their priorities with respect to grade, building and subject assignments. Employees who wish to request transfers at other times may do so by sending such requests to the Office of Human Resources. Employee preferences shall be considered for placement but shall not be binding upon administrative decisions with respect to assignments. Position assignments shall be determined by the principal based upon the needs of the building.

10-32.2 INTRA-BUILDING ASSIGNMENTS

A. Assignments of staff within a building are the responsibility of the building principal. In making such assignments, the principal shall give consideration to the preference of the Employee.

B. In the event of a reduction in staff within a building requiring an involuntary transfer, the least senior Employee not covered under Section 10-31.5E will be transferred from the building before intra-building assignments are made.

10-32.3 VOLUNTARY TRANSFERS BETWEEN BUILDINGS

A. Voluntary transfers between buildings may be considered only when a vacancy exists in a building.

B. In determining which Employee is awarded a voluntary transfer to a vacancy, the following criteria shall be employed, in order of priority:

1. Employees who have indicated on the preference form a desire to be transferred to the position. In applying this criterion, an Employee's first choice will be considered first; should an Employee not be placed in his/her first choice, then the Employee's second choice will be considered in the same manner as the first.

2. Employees who have previously been involuntarily transferred from the building in which the vacancy exists and who have consistently indicated on their preference form since their involuntary transfer that they wish to return to this building. The effect of this provision is to provide the right of first return to the last Employee involuntarily transferred from a building. In the event that two or more Employees are eligible under this provision, the most senior Employee shall be awarded the voluntary transfer.

3. An Employee who within the past three (3) years was involuntarily reassigned from one (1) certified area to another and who prefers to return to his/her previous certified area as long as such certified change does not cause another Employee to be suspended or demoted, shall be assigned based on seniority.

4. The preference of an unassigned Employee will be given primary consideration before granting the request of an assigned Employee for voluntary transfer to a vacancy. An unassigned Employee is one who is excess in the grade level/subject within that Employee's presently assigned building before any internal building changes are made. In the event that two or more unassigned Employees exist, then the most senior Employee shall be awarded the voluntary transfer.

5. Preference of an Employee presently teaching in a grade/subject where there is an excess number of staff.

6. Teaching experience in the grade level area (high school, middle/junior high school, elementary school) in which the vacancy exists. Past experience prior to three (3) years ago is not to be considered for purposes of transfer.

7. Seniority in the District. (Most senior Employee will be voluntarily transferred first.)

10-32.4 MID-YEAR VOLUNTARY TRANSFERS

A. In the event of a mid-year vacancy, a voluntary transfer shall be effected only under the following conditions:

1. If an Employee is performing a multi-building assignment and a vacancy occurs in one of the buildings to which he/she is assigned, the Employee shall be offered the opportunity for assignment to that single building.

2. A fractional Employee who would receive a corresponding increase in salary by transferring to the position shall be offered the opportunity for assignment to that vacancy.

B. An Employee who meets the above-mentioned conditions for a mid-year transfer may refuse the available transfer. Such refusal shall not adversely affect that Employee's rights to appointment to a full-time position or to a single building position in subsequent school years.

10-32.5 INVOLUNTARY TRANSFERS BETWEEN BUILDINGS

A. An involuntary transfer between buildings shall be made only if required by a decrease in pupil enrollment, curtailment or alteration of the educational program, consolidation of school or program requirements such as but not limited to institution of new courses. An Employee may be involuntarily transferred only into a vacant position.

B. Involuntary transfers to a different building shall not be made until all possible voluntary transfers have been made.

C. The fewest possible involuntary transfers will be made when staff reassignments are necessary.

D. A transferred Employee and a Federation representative will be provided the opportunity to meet with the Superintendent or his/her designee to review the transfer.

E. Every effort will be made to exempt persons assigned to the following positions from involuntary transfers so as to provide the necessary leadership and continuity of programs throughout the District:

1. High School (grades 9, 10, 11 and 12)

   a. Head Coaches (except Cheerleading, Bowling and Swimming)
   b. Class Sponsors
   c. Yearbook Advisor
   d. Department Heads
   e. Band/Orchestra Director
   f. Choral/Music Director
   g. Newspaper Advisor
   h. Student Council Advisor
   i. Stage Director/Manager
   j. Graphic Arts Instructor

2. Middle School (grades 6, 7 and 8)

   a. Co-Curricular Coordinator
   b. Department Heads
   c. Band/Orchestra Directors
   d. Choral Directors

3. Additional positions may from time to time be added by the Superintendent to the above list of exempt positions so as to provide continuity in unique courses that require special training and expertise, such as but not limited to computer math, and/or co-curricular positions created after the 1983/84 school year which are of a nature similar to those listed above. Information regarding such additional positions, if any, will be given to a Federation representative annually prior to the assignment of staff.

F. Involuntary transfers to a different building shall be made based upon the following criteria in order of their enumeration:

1. Teaching experience in the grade level area (high school, middle/junior high school, elementary school) in which the vacancy exists. Past experience prior to three (3) years is not to be considered for purposes of transfers. If one (1) Employee has had experience in the grade level area, then that Employee will be transferred to the vacancy. If more than (1) Employee has had such experience, then the least senior Employee will be transferred.

2. Seniority in the District. (Least senior Employee will be transferred first.)

10-32.6 FILLING MID-YEAR POSITIONS

An Employee receiving a contract after the start of a school year will be notified at the time of hiring that he/she will not be entitled to assignment to this building or position for the following school year and that reassignment shall not be considered a transfer for the purposes of this section.

10-32.7 VOLUNTARILY MOVING TO BARGAINING UNIT FROM ADMINISTRATIVE POSITIONS

An Administrator who voluntarily desires to be placed into a bargaining unit position may do so only if a vacancy exists. If no vacancy exists, and if the Administrator is to be furloughed from his/her existing administrative position, the assignment of that Administrator to a bargaining unit position will be in accordance with the School Code.

Any Administrator who the District permits to voluntarily return to the Bargaining unit within five (5) years of when that Administrator commenced their administrative position shall be provided with salary step credit equal to the number of years they were in an administrative position with the following understandings. The salary step credit shall be equal to the step movement of the bargaining unit that occurred during the five (5) year period so that, for example, if the returning administrator had worked for four (4) years as an administrator and during that time period there had been three (3) years of step movement for the bargaining unit, the returning administrator would be credited with three (3) steps on the salary schedule.

10-32.8 ITINERANT POSITIONS

For purposes of the Reassignment/Transfer provisions prescribed herein, itinerant staff such as instrumental music teachers, social workers and psychologists who perform multi-building assignments shall be considered assigned to the appropriate central office department.

10-32.9 TRANSFER PROCESS DURING FURLOUGHS

If furloughs of certified staff members are required in the future, the "checkerboarding process" will no longer be used. The District will furlough the least senior staff within an area of certification. School Code rules for tenured staff will be followed. Sixth grade will continue to be considered an elementary position, and those Employees teaching sixth grade using secondary certifications (grades 7-12) will be included in the content specific department. (For example, an Employee holding a secondary math certificate teaching sixth grade would be considered in the math department for purposes of furlough, not elementary.)

All staff members currently in positions to which they were transferred involuntarily, due to the prior "checkerboarding" process, will be returned to their prior position/department as soon as a vacancy exists (using current transfer language).

10-33 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.

10-34 SENIORITY

10-34.1 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.

10-34.2 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 Employees, then placement shall be based in order on:

A. Board approval date.

B. Official date of recommendation for Employee by the Administration.

C. The date of application for employment as it appears on the application form. (N/A to online application systems.)

10-35 SICK LEAVE – SHORT TERM

10-35.1 In any school year whenever an Employee is prevented by illness or accidental injury from following his/her occupation, the District shall pay to the Employee for each day of absence the full salary to which the Employee 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 any part of such accumulated unused leave may be taken with full pay in any one (1) or more school years. No Employee's salary shall be paid if the accidental injury is incurred while the Employee is engaged in remunerative work unrelated to school duties.

10-35.2 Sick leave is granted within the limits of the School Code of 1949, as amended.

10-35.3 Employees will be provided the opportunity to voluntarily donate on an as-needed basis a sick leave day to assist an identified fellow Employee who has exceeded his/her available sick leave days. The rules and procedures of the Sick Leave Donation Program (as set forth in Appendix E) will be annually reviewed and revised by mutual agreement by representatives of the Federation and the Superintendent and amended as necessary toward preserving the intent and integrity of the Program and improving its effectiveness. Current procedure for managing the sick leave donation program will continue.

10-35.4 Employees retained for the summer school program may use up to two (2) days of their accrued sick leave if they become ill during their employment in the summer school program.

10-36 SPECIAL SERVICES PERSONNEL

10-36.1 Special services personnel will not be expected to report for work on a "snow day".

10-37 STUDENT TEACHERS

If a student teacher is assigned to any member of the staff, such assignment shall be discussed and agreed upon with the teacher concerned and the honorarium, if any, shall be paid to that teacher. Participation shall be considered as a professional contribution aiding in the development of new teachers and shall be encouraged by the Federation.

10-38 TEACHER RESPONSIBILITY

The Federation shall encourage all staff members to provide service beyond the regular school day to participate in programs designed to improve teaching skills, as well as help and counsel children.

10-39 TRAVEL ALLOWANCE – MILEAGE

10-39.1 Any Employee who is required to use a privately owned vehicle in the performance of school duties, including homebound instruction, shall be paid a standard allowance equal to the approved maximum I.R.S. allowance for business expense deductions.

10-39.2 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.

10-40 NOTICE OF WORKSHOPS AND MEETINGS

Notices of all workshops, meetings, etc. shall be made available to all appropriate Employees on a grade level and/or department basis. In making appointments to such positions, the District shall recognize the value of seeking the professional expertise of a variety of Employees.

10-41 PEER ASSISTANCE / EVALUATION

The District and the Federation agree to jointly develop a Peer Assistance/Evaluation Program. Either party, at any time, may withdraw from this project.

ARTICLE XI
GENERAL PROVISIONS

11-1 Any headings preceding the text of the several articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

11-2 CARRYING OUT COMMITMENTS CONTAINED IN AGREEMENT

This Agreement shall constitute Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy consistent with the terms of this Agreement.

11-3 INDIVIDUAL CONTRACT DEALING

Any individual contract between the Board and an individual Employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

11-4 All memoranda of understanding, labeled as "side letters of agreement, 1980 to 2013," and numbering 201 separate documents shall be discontinued, null and void and shall not be binding on the Board, or the Administration, or the Federation. They may be voluntarily followed, in whole or in part, by agreement or conduct of the Administration and the Federation, but such voluntary actions shall not constitute a reaffirmation or recreation of a past practice binding on the Board, the Administration, or the Federation.

11-5 The undersigned hereby mutually agree that all items presented by the parties during the negotiations leading to this Agreement have been fully discussed and resolved.

ARTICLE XII
SEVERABILITY

12-1 In the event that any provision of this Agreement is or shall at any time be held to be contrary to law by a court of last resort of Pennsylvania or of the United States or by a court of competent jurisdiction from whose judgment or decree no appeal has been taken within the time provided for doing so, all other provisions shall continue in effect. In such event, within ten (10) calendar days after the voiding of the provision, the parties shall meet and negotiate a substitute provision to address the impact of the modification.

ARTICLE XIII
NO REPRISAL AGREEMENT

13-1 The Board of School Directors of the Neshaminy School District (Board) and the Neshaminy Federation of Teachers (Federation) agree that neither party nor either of its agents, representatives of Employees acting in their own behalves shall impose any reprisals whatsoever, whether they be economic, non-economic or otherwise, upon any Employee, whether or not such Employee is in the bargaining unit represented by the Neshaminy Federation of Teachers, Local 1417, AFTPA, AFT, AFL-CIO, (Federation), including long term per diem Employees, on account of that Employee's protected concerted activities or lack of activities during or relating to the period of time from July 1, 2008 through June 3, 2013. The Board and the Federation ensure that no such Employee shall be punished or rewarded, discriminated against or harassed on account of his/her protected concerted activities or lack of activities relating to the period of time from July 1, 2008 through June 3, 2013. The Federation shall have the burden of proof, by clear and convincing evidence, of any alleged reprisal.

ARTICLE XIV
DURATION OF AGREEMENT

14-1 The term of this Agreement shall be deemed to have commenced as of July 1, 2024 and shall continue in full force and effect up to including June 30, 2025.

14-2 Negotiations for a new or amended Agreement shall begin as provided by law.

14-3 This Agreement may not be reopened during its term for negotiation of any item whether contained herein or not except by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed this 22 day of August, 2024 in Langhorne, Pennsylvania.

NESHAMINY SCHOOL DISTRICT
BOARD OF SCHOOL DIRECTORS

By _____
President

ATTEST:

By _____
Secretary

NESHAMINY FEDERATION OF TEACHERS
LOCAL 1417, AMERICAN FEDERATION
OF TEACHERS PENNSYLVANIA, AMERICAN
FEDERATION OF TEACHERS, AFL-CIO

By _____
President

ATTEST:

By _____
Vice-President

APPENDIX A

The schedules for school years 2019-2020 through 2023-2024 from the old Collective Bargaining Agreement have been removed.

2024-2025 Salary Schedule

2024-2025 NFT SALARY SCHEDULE

STEP	B	B+12	B+24	B+30/M	M+6	M+12	M+18	M+24	M+30
1.0	$ 48,059	$ 52,864	$ 57,670	$ 60,074	$ 62,477	$ 64,879	$ 67,283	$ 69,686	$ 72,087
2.0	$ 51,017	$ 55,937	$ 60,855	$ 63,311	$ 65,770	$ 68,223	$ 70,681	$ 73,135	$ 75,589
3.0	$ 54,153	$ 59,187	$ 64,213	$ 66,725	$ 69,234	$ 71,744	$ 74,250	$ 76,755	$ 79,262
4.0	$ 57,483	$ 62,627	$ 67,758	$ 70,322	$ 72,884	$ 75,441	$ 77,999	$ 80,556	$ 83,111
5.0	$ 61,020	$ 66,265	$ 71,498	$ 74,112	$ 76,722	$ 79,333	$ 81,939	$ 84,546	$ 87,149
6.0	$ 64,772	$ 70,117	$ 75,445	$ 78,108	$ 80,766	$ 83,422	$ 86,078	$ 88,732	$ 91,384
7.0	$ 68,757	$ 74,189	$ 79,610	$ 82,317	$ 85,020	$ 87,725	$ 90,425	$ 93,125	$ 95,822
8.0	$ 72,987	$ 78,501	$ 84,005	$ 86,754	$ 89,502	$ 92,248	$ 94,992	$ 97,736	$ 100,476
9.0	$ 77,476	$ 83,062	$ 88,643	$ 91,431	$ 94,217	$ 97,005	$ 99,788	$ 102,574	$ 105,356
10.0	$ 82,241	$ 87,888	$ 93,535	$ 96,359	$ 99,183	$ 102,005	$ 104,829	$ 107,652	$ 110,477
11.0	$ 84,299	$ 90,084	$ 95,874	$ 98,768	$ 101,664	$ 104,555	$ 107,450	$ 110,343	$ 113,238
12.0	$ 85,996	$ 91,897	$ 97,804	$ 100,755	$ 103,710	$ 106,660	$ 109,612	$ 112,564	$ 115,517

Vertical step and horizontal movement for those eligible will be permitted for the 2024-2025 school year. Members must submit proof of earned appropriate graduate credits for purposes of horizontal movement no later than October 15, 2024. Compensation in accordance with the adjustment will be paid retroactively.

The M+6 column appears on the salary schedule only for those bargaining unit members who are on that column as of July 1, 2019. Any bargaining unit member who is on a column before the M+6 column as of that date or who is hired after that date will be required to acquire at least 12 credits approved under the terms of this Agreement beyond the B+30/M column in order to move a column.

APPENDIX B

GUIDELINES FOR PROFESSIONAL EXCHANGE DAYS

The intent of professional exchange days is to provide compensation for participation in professional activities that occur beyond the school day and school year.

Approved Activities:

- **Participation in Act 48 approved programs/activities that occur outside the contracted day or school year. This continues to be the preferred compensation for Professional Exchange Days (PED).** Professional Exchange (PE) time may be earned through attendance at both in-district programs and activities arranged through Staff Development Office (on-line via OTS) and through pre-approved out-of-district activities. All out-of-district activities require administrative pre-approval.

- **Certified Staff may use the time spent outside of the school day drafting IEPs and GIEPs as professional exchange time.** Teachers must receive pre-approval for scoring and writing test results, and other tasks related to writing test results, and other tasks related to writing and developing IEPs and GIEPs. Teachers must document the production of the IEP and GIEP drafts to receive PED compensation.

  The completion of IEP and GIEP drafts results in the following compensation:

3 IEP / 10 GIEP drafts	Half-Day (½)
6 IEP / 26 GIEP drafts	One Day (1)
9 IEP / 44 GIEP drafts	One and One-Half Days (1½)
12+IEP / 56 GIEP drafts	Two Days (2)

- **Gifted Education Teacher may use the time spent outside of the school day drafting GIEPs as professional exchange time**. Teachers must receive pre-approval for developing GIEPs for professional exchange day compensation and must document the production of GIEPs to receive this compensation.

Other Qualifying Activities (pre-approval from building administrator required):

- Attendance at faculty and/or other building meetings that occur outside the contracted day or school year.
- Serving as a LEA in an IEP meeting when that meeting occurs outside the contracted day.
- Work as a member of the SIP team that occurs outside the contracted day or school year.
- Serving as a chaperone for a field trip that extends beyond the contracted day.
- Participation in PE activities that occur outside of the contracted day.
- Serving as a member of an interview committee outside of the contracted day or school year.
- Completing work outside of the contracted day/school year as part of hosting a student teacher.
- Participating in due process proceedings outside of the contracted day or school year.
- Assessment planning (District or Department) that occurs outside of the contracted day or school year.
- Moving from one building location to another as a result of a change of assignment/location. The PED compensation for this activity shall not exceed one (1) day.
- Time spent outside of the contracted day or school year to write letters of recommendation for high school students.

- School conferences that occur outside of the contracted day or school year.
- Community Engagement Activities that occur outside the school day.
- Elementary music teachers required to attend choral concerts outside of the regular work day.
- Moving within a building due to renovations or construction.

Guidelines for Use of Earned Professional Exchange Time:

- PE is cumulative and the time earned is counted in increments of half-days (3.5 hours) and full-days (7.0 hours) only.
- Participation in activities for which flextime is requested must be earned and used within the designated time frame. Professional staff may earn PE time from the day after the two (2) PED's in the current calendar year to the day before the PED's in the next calendar year. Time earned as PE may not be carried over into a successive term.

Professional Exchange Time Compensation and Act 48 Credit

- Participation in activities that meet the criteria for professional growth as defined by the Act 48 guidelines and these guidelines may receive both Act 48 continuing professional education credit (CPE) and professional exchange compensation.
- For Act 48 qualifying activities that result in a product, professional staff may **choose** to be compensated with professional exchange time **OR** the contracted stipend for product development, but not both. Product Development Stipend will be developed by mutual consent of both parties.
- For Act 48 qualifying pre-approved activities that result in graduate credit, professional staff may **choose** to be compensated with professional exchange time **OR** apply the credit hours toward salary movement. Not both.

Activities that may not be counted:

- Any activity that already results in compensation such as Co-Curricular work.
- Work completed as part of the first year induction program requirements.
- Work completed as part of the supervision and evaluation model is currently being evaluated for professional exchange time consideration.

APPENDIX C

CO-CURRICULAR SALARY SCHEDULES

A. ~~Rates shall be increased as follows:~~

~~Effective July 1, 2019, 3.0% increase~~
~~Effective July 1, 2020, 0% increase~~
~~Effective July 1, 2021, 0% increase~~
~~Effective July 1, 2022, 0% increase~~
~~Effective July 1, 2023, 0% increase~~

B. Compensation for Extra Time for Post-Season Play

1. 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:

Position	Compensation 2024-2025
Head Coach	$32.11 /day (maximum of $160.55 /week)
Assistant Coach	$21.37 /day (maximum of $106.85 /week)

2. Compensation for the Band Director and Assistants during the football playoffs is for performance on game days. The Band Director will receive compensation per game and the three (3) Assistants will receive compensation per game in accordance with the below grid.

Position	Compensation 2024-2025
Band Director	$32.11 /game
Assistants (3)	$21.37 /game
	(a maximum of $481.79 available for all performances)

C. ELEMENTARY CO-CURRICULAR PROGRAM

The Administrator in each building is responsible for advertising and administering the club/intramural program. This program will provide for four (4) clubs per school at $428 per club per year and fifteen (15) intramural sessions at the normal intramural rate; or twenty-nine (29) intramural sessions at the normal intramural rate. An elementary intramural session will last between one (1) and one and one-half (1½) hours.

	2024-2025
Instructors (per session)	$30.79

D. HIGH SCHOOL INTRAMURALS

The diversified intramural program shall be made available to high school students. Activities offered in the program shall be approved by the assistant principal in charge of co-curricular activities in the school. The principle criteria for selection of an activity in the program shall be the interest in participation of the student body.

The program director shall report directly to the assistant principal in charge.

The participating teachers shall be paid as follows:

	2024-2025
Director	$2777
Instructors (per session)	$30.79
Minimum Sessions	347
Maximum Sessions	363

1. A session is defined as an activity involving the instructor for one and one-half (1½) hours. It shall include supervision of students until they are on the bus and an additional amount of time to prepare the used area and to store all equipment.

2. In the event an activity is terminated due to a lack of interest, the individual instructor shall be compensated only for those sessions worked.

3. The Director shall be charged with the responsibility of coordinating the program with the high school assistant principal concerned and may be engaged, if an emergency occurs, in a substitute capacity for a participating instructor.

E. MIDDLE SCHOOL INTRAMURALS

A diversified intramural program for Fall, Winter and Spring shall be established on a continuing basis in each middle school in the District to provide for the needs of the student body.

The purpose is to develop a flexible and diversified program to serve the needs of the greatest number of children. All activities scheduled in the program shall be approved by the middle school principal. The principle criteria for selection of an activity in the program shall be the interest in participation of the student body.

Participating teachers in each middle school shall be paid in accordance with the following schedule:

	2024-2025
Instructors (per session)	$30.79
Maximum Sessions (per school)	525

1. A session is defined as an activity involving the instructor for one and one-half (1½) hours. It shall include supervision of students until they are on the bus and an additional amount of time to prepare the used area and to store all equipment.

2. In the event an activity is terminated due to a lack of interest, the individual instructor shall be compensated only for those sessions worked.

3. The Director shall be charged with the responsibility of coordinating the program with the middle school principal concerned and may be engaged, if an emergency occurs, in a substitute capacity for a participating instructor.

F. HIGH SCHOOL

1. COACHES

		2024-2025
Trainer		$14,211
Equipment Manager		$4,897
Faculty Manager		$8,134
Cheerleading - Fall	Varsity Head	$3,808
	Junior Varsity	$3,076
Cheerleading - Winter	Varsity Head	$3,808
	Junior Varsity	$3,076
Wrestlerettes		$1,957
Cross Country - Boys		$4,051
Cross Country - Girls		$4,051
Football	Varsity Head	$8,790
	1st Assistant	$5,970
	2nd Assistant	$5,607
	3rd Assistant	$5,607
	4th Assistant	$5,607
	5th Assistant	$5,607
	6th Assistant	$5,607
	7th Assistant	$5,607
	Gr.9 Head	$3,237
	Gr.9 Assistant	$2,345
Hockey	Varsity Head	$5,387
	Junior Varsity	$3,998
	Assistant	$3,998
	Gr.9 Head	$3,237
Soccer - Boys	Varsity Head	$5,387
	Junior Varsity	$3,998
	Assistant	$3,998
Soccer - Girls	Varsity Head	$5,387
	Junior Varsity	$3,998
	Assistant	$3,998
Soccer - Coed	Gr.9 Head	$3,237
Basketball - Boys	Varsity Head	$6,589
	Junior Varsity	$4,169
	Assistant	$4,169
	Gr.9 Head	$3,237
Basketball - Girls	Varsity Head	$6,589
	Junior Varsity	$4,169
	Assistant	$4,169
	Gr.9 Head	$3,237
Bowling - Boys		$3,689
Bowling - Girls		$3,689
Track - Boys - Winter	Varsity Head	$4,140
	1st Assistant	$3,592
	2nd Assistant	$3,592
Track - Girls - Winter	Varsity Head	$4,140
	1st Assistant	$3,592
	2nd Assistant	$3,592

F. HIGH SCHOOL *(continued)*

1. COACHES *(continued)*

		2024-2025
Swimming - Boys	Varsity Head	$4,806
	Assistant	$3,999
Swimming - Girls	Varsity Head	$4,806
	Assistant	$3,999
Wrestling	Varsity Head	$6,376
	Junior Varsity	$3,999
	Assistant	$3,999
Baseball	Varsity Head	$5,388
	Junior Varsity	$3,999
	Assistant	$3,999
	Gr.9 Head	$3,237
Golf		$4,051
Softball	Varsity Head	$5,388
	Junior Varsity	$3,999
	Assistant	$3,999
	Gr.9 Head	$3,237
Tennis - Boys	Varsity Head	$4,051
	Assistant	$2,968
Tennis - Girls	Varsity Head	$4,051
	Assistant	$2,968
Track - Boys	Varsity Head	$5,387
	1st Assistant	$4,169
	2nd Assistant	$3,998
Track - Girls	Varsity Head	$5,387
	1st Assistant	$4,169
	2nd Assistant	$3,998
Track - Coed	Gr.9 Head	$3,237
	Assistant	$2,345
Volleyball - Boys	Varsity Head	$4,457
	Assistant	$3,592
Volleyball - Girls	Varsity Head	$4,457
	Assistant	$3,592
Lacrosse - Boys	Varsity Head	$5,388
	Junior Varsity	$3,998
	Assistant	$3,998
Lacrosse - Girls	Varsity Head	$5,388
	Junior Varsity	$3,998
	Assistants	$3,998

F. HIGH SCHOOL *(continued)*

2. FACULTY OFFICIALS

		Max. # Per Event	Est. # of Events	2024-2025
Cross Country - Boys V & JV	Start- Finish Judge	1	8	$30.79
	Timer	1	8	$30.79
Cross County - Girls	Start-Finish Judge	1	8	$30.79
	Timer			$30.79
Football (Varsity Only)	Announcer	1	6	$30.79
	Crowd Supervisor	1	6	$30.79
	Ticket Sellers	6	6	$30.79
	Ticket Takers	8	6	$30.79
	Treasurer/Depositor	1	6	$30.79
	Ushers	4	6	$30.79
	Car Parking	-	-	$30.79
	Faculty Car Parking	-	-	$30.79
	Pregame Ticket Sales (evening)	1	5	$30.79
Hockey (V & JV)	Timer	1	10	$30.79
Soccer (V & JV)	Crowd Supervisor	1	10	$30.79
	Ticket Seller	1	10	$30.79
	Ticket Taker	1	10	$30.79
Basketball - Boys (V & JV)	Ticket Taker	1	11	$30.79
	Ticket Seller	1	11	$30.79
	Timer & Announcer	1	11	$30.79
	Scorer	1	22	$30.79
	Crowd Supervisor	1	11	$30.79
	Ushers	1	11	$30.79
	Car Parking	0	0	$30.79
Basketball - Girls (V & JV)	Scorer/Timekeeper	1	11	$30.79
	Official Scorekeeper	1	11	$30.79
	Crowd Supervisor	1	11	$30.79
Bowling - Boys (V only)	Scorer	0	0	$30.79
Bowling - Girls (V only)	Scorer	0	0	$30.79
Swimming - Boys (V & JV)	Scorer & Announcer	1	7	$30.79
Swimming - Girls (V & JV)	Scorer & Announcer	1	7	$30.79
Wrestling (V & JV)	Crowd Supervisor	1	7	$30.79
	Scorer & Announcer	1	7	$30.79
	Timers	2	7	$30.79
	Ticket Seller	1	7	$30.79
	Ticket Taker	1	7	$30.79
	Usher	1	7	$30.79
All Sports	Video Taping	0	0	$30.79
Golf Cart Driver				$30.79

F. HIGH SCHOOL *(continued)*

3. INTRAMURALS - HIGH SCHOOL

	2024-2025
Director	$2,777
Instructors (per session)	$30.79

4. EDUCATIONAL

		2024-2025
Band	Director	$7,591
	1st Assistant	$3,387
	2nd Assistant	$3,387
	3rd Assistant	$3,387
	4th Assistant	$2,527
Winter Guard		$2,816
Choral	Director	$5,088
	Assistant	$3,315
Class Sponsors	9th Grade	$2,865
	10th Grade	$2,865
	11th Grade	$3,011
	12th Grade	$3,011
Clubs (22)		$1,595
Forensic	Director	$3,630
	Assistant	$2,247
Jazz Band (2)		$3,458
Literary Magazine		$1,751
Mathletes		$1,751
Musical	Director	$3,743
	1st Assistant	$2,531
	2nd Assistant	$2,531
	3rd Assistant	$2,531
	4th Assistant	$2,531
Newspaper		$3,054
Orchestra		$3,315
Photography		$1,963
Dramatics	Director	$4,130
	Assistant	$2,508
	Stage Manager	$2,508
Yearbook		$3,962
Student Council		$2,247
Honor Society		$1,664
	Assistant	$1,664
Scholar's Bowl		$1,751
Video Technical Director		$47.38
6th period Teaching Assignment		$5,000

G. MIDDLE SCHOOLS

1. COACHES

		2024-2025
Co-Curricular Director		$4,397

Cheerleading	Head	$3,987
	Assistant	$2,628
Football	Head - 8th Grade	$2,487
	Assistant - 8th Grade	$2,345
	Head - 110#	$2,487
	Assistant - 110#	$2,345
Hockey	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Soccer - Coed	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Basketball - Boys	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Basketball - Girls	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Wrestling	Head	$3,237
	Assistant	$2,487
Baseball	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Softball	Head - 8th Grade	$2,487
	Head - 7th Grade	$2,487
Track - Coed	Head - 7th/8th Grade	$2,487
	Asst. - 7th/8th Grade	$2,344

2. FACULTY OFFICIALS

		Max. # Per Event	Est. # of Events	2024-2025
Basketball	Timer	1	24	$30.79
Track	Judges	5	5	$30.79
	Starter	1	5	$30.79
Wrestling	Timer	1	10	$30.79
Crowd Supervisor		1	50	$30.79

3. INTRAMURALS - MIDDLE SCHOOL

	2024-2025
Instructors (per session)	$30.79

4. EDUCATIONAL

		2024-2025
Band (grades 6-8)	Director	$2,993
	Assistant *	$1,497
Band (grade 5)		$1,169
Choral (grades 6-8)	Director	$2,993
	Assistant *	$1,497
Choral (grade 5)		$1,169
Clubs (6 per building)		$1,140
Dramatics		$1,718
Jazz Band		$2,479
Orchestra (grades 6-8)	Director	$2,993
	Assistant *	$1,497
Orchestra (grade 5)		$1,169
Yearbook	Director	$2,181
	Assistant	$1,273
6th period Teaching Assignment (Only		$5,000

Special Area Teachers as defined in Appendix F of this agreement)		

Notes: * Every 100 students = Additional Assistant (grades 5-8)
Assistant rate is per year; ½ rate shown to be paid for a semester (if an Assistant is necessary for grade 5, the rate will be ½ of the Director rate).

		2024-2025
Stage Manager		$2,138
Store Manager		$1,702
Student Council		$1,570
Musical	Director	$2,851
	1st Assistant	$1,640
	2nd Assistant	$1,640
	3rd Assistant	$1,640

H. DISTRICT HONORS MUSIC FESTIVAL (Grades 6-8)

		2024-2025
District Orchestra	Conductor	$1,240
	Assistant	$1,240
District Band	Conductor	$1,240
	Assistant	$1,240
District Choral	Conductor	$1,240
	Assistant	$1,240
Accompanist		$623

I. DISTRICT JUNIOR HONORS MUSIC FESTIVAL / PROGRAM (Grades 4-5)

		2024-2025
District Orchestra	Director	$1,169
	Assistant	$1,169
District Band	Director	$1,169
	Assistant	$1,169
District Choral	Director	$1,169
	Assistant	$1,169
Accompanist		$623
(14 Rehearsals and 1 Concert)		

J. Elementary Co-Curricular

		2024-2025
Elementary Orchestra and Band Program (14 Sessions Per School)		$911
Choral Director (10 Hour / Workshop)		$256
Safety Patrol/ School		$499
District Art Show	Director	$248
	6 Assistants	$181

APPENDIX D

SICK LEAVE DONATION PROGRAM

The Federation and the District recognize that, while prudent use of sick leave is important, unusual circumstances may exhaust the accumulated sick leave of an Employee. In order to ease the financial hardship of Employees who have exhausted their sick leave days, a sick Leave Donation Program shall be established.

A. When an Employee has exhausted his/her sick leave, he/she shall notify the Office of Human Resources if there is a need for additional sick days.

B. The Human Resources Department shall notify the Superintendent and the Federation President of the request.

C. An Employee may request a maximum of fifty (50) sick leave days in a given school year. An Employee may make multiple request for blocks of days of less than fifty (50), however the total number of days requested in any school year shall not exceed fifty (50). Additional days beyond an initial request may be submitted by the requesting Employee after the block of days donated in response to the original request has been exhausted. It is understood that the requesting Employee may not engage in any form of solicitation among Employees toward the donation of sick leave days.

D. After acceptance of the request, the Federation representative will send out a communication via e-mail requesting donated days and will copy the Human Resources Department. Individuals may donate one (1) sick leave day and should send their information to the Human Resource Department directly. Days will be allocated based on receipt and deducted from the bank of the individual donating. If the Employee returns to work prior to the exhausting allocated days, all unused sick leave days will be returned to the appropriate donating Employee and taken out of the bank of the requesting Employee.

E. Donated sick leave days used by the requesting Employee shall be consumed at the rate of one (1) donated day for each day of absence.

F. The Human Resource Department and the Federation shall monitor the administration of this program in each instance, including the disbursement of credited sick leave days from the account of the donating Employee into the account of the requesting Employee.

G. This program is intended to assist Employees who have exhausted their sick leave as a result of an accident or illness that has caused at least five (5) consecutive days of absence. These consecutive days of absence must immediately precede the Employee's request for participation in the program.

H. An Employee's participation in the Program may not exceed the duration of his/her eligibility in the District's short-term disability plan.

I. Long-term per diem substitutes are eligible to participate.

APPENDIX E

CLASS SIZE

Class Size:

Special Education: The maximum instructional group size in any special education classroom at any one time shall not exceed fifteen (15) students. Caseloads for all special education teachers shall be consistent with those established in the Regulations of the Pennsylvania Board of Education. The term "case load" shall mean the number of students with disabilities whose IEPs are the responsibility of a single teacher to draft and revise. The term "case load" does not denote the number of students for which a single teacher provides instruction.

Additional substitute time will be available upon approval of the Director of Pupil Services.

Regular education: The District will maintain the following District-wide class size averages as maximums:

K	22
1st	24
2nd	25
3rd	26
4/5	29
6-12	35

The District is recognized to be in compliance with these maximums even if any individual class exceeds these numbers by up to two students so long as District-wide, the class size averages do not exceed the above numbers. For example, if a first grade class in a building has twenty-six (26) students so long as the District-wide average for that grade remains at no greater than twenty-four (24) students, the District is in compliance. The size of a particular class equates to the number of students in the classroom for a majority of a day.

APPENDIX F

TEACHING LOAD AND 6TH PERIOD

Except as provided herein, secondary teachers may be assigned up to thirty (30) instructional periods per week.

The District's established practice of limiting class size at the secondary level in regular education classes to no more than thirty-five (35) students shall be continued, except as noted below.

A secondary teacher scheduled for six periods per day or the equivalent will not be assigned a duty period on those days. A duty period may be assigned to any teacher teaching fewer than six (6) periods on a given day. For the purposes of this Appendix, Bus Duty, Hall Duty, Study Hall, Cafeteria Duty, and class coverage are considered a duty. For teachers teaching a 6th period, Other Professional Duties (OPD) time will be unencumbered except for the fact that homeroom, Faculty and/or IEP meetings, and/or state-mandated professional development (e.g., PSSA proctor training, ALICE security updates) may be assigned.

6th Period Teaching Assignments:

6th Period assignments can be made by the District at the High School Level across content areas with the exception of Special Education Teachers and for Special Area Teachers at the Middle School Level. For the purpose of this Appendix, Special Areas are defined in the Middle School as art, music, STEM, technology education, BCIT, keyboarding and emerging technology skills, physical education and health.

Volunteers shall indicate on the District Preference Form a desire to teach a 6th period. Volunteers shall fill any 6th period teaching needs based upon the District seniority among staff within the department or area where the need occurs. Volunteers must be tenured and may not be on an improvement plan. If there are no volunteers or more teachers are needed than the number who volunteered, administration has the right to assign the least senior, tenured teacher(s) in the area or department currently teaching who is (are) not on an improvement plan(s). A multi-area certified teacher may always volunteer for any of the subject areas he or she is certified to teach.

At the High School and Middle School levels, those teaching six periods will not be assigned three instructional periods in a row unless such a schedule is agreed to by the instructor. Those teachers teaching six periods will have a maximum student class size of 33 for all their individual class roll sections. At the High School level those teaching six periods in core content areas (math, science, English and/or social studies), will be assigned no more than three course preparations. Those Middle School specialists teaching six periods will have a maximum student class size of 33 for all individual class sections, and any 5th grade Special will have a maximum of 29 students per section. Exceptions to class size maximums as permitted by Appendix D shall not occur.

Partial Contract Employees as defined in section 6-13.1 shall be given consideration for an increase in teaching load before assigning 6th period to another.

No bargaining unit member will be furloughed exclusively as a result of the addition of a 6th period to the teaching schedule of another teacher.

The stipend for teaching a 6th period will be a total of $5,000 to be distributed bi-weekly. (Added to Appendix C – Educational). Teachers teaching a sixth period for a portion of the school year will receive compensation on a pro-rata basis. The calculation would be determined using the fraction: (number of days in a school year the instructor teaches a 6th period)/(number of student school days in the year).

It is within the discretion of the School District to offer some or all of the academic programming at the secondary level in a "block" fashion. This block of time will be considered two instructional periods and be of comparable length. If a move to block scheduling is desired, a committee will be formed where the District and the Federation will have an equal number of individuals represented (selected by the District and the Federation, respectively). In addition, the Committee will have parents and students invited to participate by the Board. The Committee will act exclusively in an advisory capacity to the Educational Development Committee of the Board.

The Committee shall meet no less than once per academic quarter throughout the exploration, preparation and implementation of block scheduling. Once block scheduling is implemented, the Committee will have fulfilled its purpose and will be reconvened only with mutual agreement.

The final decision concerning whether to implement block scheduling or not remains within the sole discretion of the Board of School Directors.

Should negotiations for a CBA to succeed the 2024-2025 CBA extend beyond June 30, 2025 (status quo period) and should the District decide to implement agreed upon changes concerning block scheduling any time during the status quo period it may do so during the status quo period and shall not be considered an alteration of the status quo.

MEMORANDUM OF AGREEMENT

BETWEEN

NESHAMINY SCHOOL DISTRICT

AND

NESHAMINY FEDERATION OF TEACHERS

This **Memorandum of Agreement** ("MOA") is made by and between **Neshaminy School District** ("District") and the **Neshaminy Federation of Teachers** ("NFT"). The District and the NFT shall be referred to collectively as the "Parties".

Whereas the Parties have negotiated a collective bargaining agreement (July 1, 2024 to June 30, 2025) which provides in Article 10-32.7 than an administrator who voluntarily desires to be placed into a bargaining unit position within five years of when that individual commenced their administrative position to receive up to five years of step movement credit consistent with the step movements of the bargaining unit that occurred during the five year period.

Whereas, Employee #3023 has been an administrator for nine years and wishes to return to the bargaining unit effective August 24, 2024, and;

Whereas the Parties wish to place him on the M-30 column, step 12 of the salary schedule upon his return to the bargaining unit, and;

Whereas this placement would exceed the limits of Article 10-32.7.

Now, therefore intending to be legally bound the parties agree to the above placement of Employee #3023 and acknowledge this placement as a one-time nonprecedent setting exception to the requirements of Article 10-32.7.

Tara G Hunter

For NFT

8/22/24

Date

Marty Sullivan

For District

6/26/24

Date

MEMORANDUM OF AGREEMENT

BETWEEN

NESHAMINY SCHOOL DISTRICT

AND

NESHAMINY FEDERATION OF TEACHERS

This **Memorandum of Agreement** ("MOA") is made by and between **Neshaminy School District** ("District") and the **Neshaminy Federation of Teachers** ("NFT"). The District and the NFT shall be referred to collectively as the "Parties".

Whereas the Parties have negotiated a collective bargaining agreement (July 1, 2024 to June 30, 2025) which provides in Article 8-5 that bargaining unit members will not be permitted to receive prescription coverage only and;

Whereas there are two bargaining unit members who currently receive prescription coverage only.

Now therefore, intending to be legally bound effective July 1, 2024 only Employee #12482 and Employee #33162 will be able to elect to receive prescription coverage only.

Tara G. Heller

For NFT

8/22/24

Date

Marty Sullivan

For District

6/26/24

Date

MEMORANDUM OF AGREEMENT

BETWEEN

NESHAMINY SCHOOL DISTRICT

AND

NESHAMINY FEDERATION OF TEACHERS

This **Memorandum of Agreement** ("MOA") is made by and between **Neshaminy School District** ("District") and the **Neshaminy Federation of Teachers** ("NFT"). The District and the NFT shall be referred to collectively as the "Parties".

Whereas the Parties have negotiated a collective bargaining agreement (CBA) (July 1, 2024 to June 30, 2025) and;

Whereas during the term of this CBA the District will be considering modifications to the instructional model the District uses which modifications could impact working conditions or require changes to the language of the 2024-2025 CBA for members of the bargaining unit, and;

Whereas in order to provide for the best labor relations environment to implement these instructional modifications the parties have agreed to an adjustment in elementary preparation time for the 2024-2025 school year only which is in addition to the language of Article 10-28 and have agreed to a process for discussing increasing weekly preparation time.

Now therefore intending to be legally bound the parties agree that:

1. For the 2024-2025 school year only elementary classroom teachers in addition to the preparation time set forth in Article 10-28 will receive one unencumbered 30-minute block of time a week during the students scheduled recess time on the day that the classroom teacher does not have a scheduled special (PE, Music, Art, and/or Library). The 30-minute block will remain unencumbered unless emergency situations require that time to be encumbered.

2. For the 2024-2025 school year only Elementary Specialists and Elementary Special Education teachers in addition to the preparation time set forth in Article 10-28.2 will receive 30 minutes per week in blocks of no less than 15 minutes at a time of unencumbered preparation time. This block of time will remain unencumbered unless emergency situations require that time to be encumbered.

3. This additional preparation time will sunset at the end of the last student day in the 2024-2025 school year so that should negotiations for a CBA to succeed the 2024-2025 CBA extend beyond June 30, 2025 this additional preparation time shall not be considered part of the status quo.

4. During the term of the 2024-2025 CBA the parties will discuss options for increasing weekly elementary preparation time for a longer term than the one year plan implemented above. Those options will be developed by a committee consisting of the Director of Elementary Education, one NFT representative, two instructional coaches (Instructional Technology and Instructional Coach K-12) and two teachers (one selected by NFT and one selected by District Administration. This committee will act exclusively in an advisory capacity to the Development Committee of the Board with the understanding that the District retains the right to make final decisions concerning whether the recommendations of the committee will or will not be implemented.

5. Should negotiations for a CBA to succeed the 2024-2025 CBA extend beyond June 30, 2025 (status quo period) and should the agreed upon changes concerning elementary preparation time be implemented at any time during the status quo period such implementation shall not be considered an alteration of the status quo.

Dara G Hulse
For NFT

8/22/24
Date

Marty Gallaway
For District

6/26/24
Date