

CONTRACT PROPOSAL
OF THE
NORTH PENN EDUCATION ASSOCIATION. PSEA-NEA
FOR THE PERIOD
SEPTEMBER 1, 2009 – AUGUST 31, 2012

SUBMITTED: MARCH 30, 2009

NOTE: The Association reserves the right to add to, subtract from, or otherwise modify this proposal.

KEY: New language or provision.
~~Deleted language or provision.~~

Unless changed by the following, all other terms and conditions of the present agreement are proposed without change:

ARTICLE II

TERM OF AGREEMENT

P-3 The term of this agreement shall take effect as of as of September 1, 2004 **2009** and shall continue in full force and effect through August 31, 2009 **2012**, or until a later date to which the two parties may hereinafter agree. Any such extended term shall be evidenced by an amendment to this agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

APPENDIX A

Page 4 - SALARY ADJUSTMENT DUE TO PREPARATION LEVEL CHANGES

P-4 After receipt of authentic evidence of eligibility, the Manager of Human Resources may authorize the adjustment of salary due to preparation level change **on a monthly basis**. ~~at three (3) times during the year. Evidence received prior to August 31 shall result in a salary adjustment beginning with the first paycheck occurring after September 15. Evidence received prior to October 31 shall result in a salary adjustment beginning with the first paycheck occurring after November 15. Evidence received prior to March 31 shall result in a salary adjustment beginning with the first paycheck occurring after April 15.~~

Page 4-5 - National Board Certification

P-1 Bargaining unit members who attain "National Board Certification" status, as defined by the National Board for Professional Teaching Standards, shall be reimbursed in the year such status is first awarded a maximum of two thousand dollars **five hundred (\$2,000) (\$2500) dollars** for expenses incurred in the process of receiving this certification. In each subsequent year, bargaining unit members who earn and maintain "National Board Certification" shall receive a stipend of two thousand **five hundred dollars (\$2,000) (\$2500)** each year in addition to their salary as set forth on the salary schedule during the term of this Agreement.

APPENDIX B

Page 11 - FRINGE BENEFITS

B-1 Insurances - No Change

STATE INSURANCE PROGRAM-NEW

Should the State pass legislation that provides for a statewide health care plan the parties agree to negotiate inclusion in such plan prior to mandatory implementation. If the parties are unable to reach agreement the plan currently in effect shall not be changed nor shall payments towards monthly premiums be changed.

Page 14 - Reimbursement for Course Work B-4

P-4 Bargaining unit members will be reimbursed for **all course work that is required for certification or directly related to the employee's job**, ~~courses taken in subjects bearing a direct relationship to their areas of certification.~~ If the district determines a special need exists, prior approval may be given for course work other than in field of certification.

P-5 Reimbursement for graduate credits will be made in the amount of ~~ninety-five percent (95%)~~ **one-hundred (100%) percent** of the of the State University rate (such as West Chester, Kutztown, East Stroudsburg), with a maximum of fifteen (15) credits per year. The accumulation of credits for reimbursement shall be on a school calendar-year basis beginning with the first day of school each year. A grade of "B" or better for each course taken is required for eligibility for reimbursement. **P-6** ~~Reimbursement will not be made for travel, internet, or video courses, or for any graduate courses which the university will not accept for credit in its own advanced degree program, provided that be made for internet courses that are preapproved by the Superintendent shall be reimbursable.~~

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P-1 Reimbursement for undergraduate credits in the amount of \$50 **seventy-five (\$75) dollars** per credit will be made in limited, exceptional cases when the district determines the course work is relative to the employee's present assignment or that a special reason warrants the pursuit of undergraduate, not graduate, course work.

P-3 Professional personnel who have been granted a sabbatical leave for study shall be eligible for approved credits in the amount of ~~ninety-five percent (95%)~~ **one-**

hundred (100%) of the State University rate (such as West Chester, Kutztown, East Stroudsburg), with a maximum of fifteen (15) credits per year.

P-5 After receipt of authentic evidence of eligibility, the Manager of Human Resources shall authorize the reimbursement of course work **within thirty (30) days**. ~~at three (3) times during the year. Evidence received prior to August 31 shall result in reimbursement in September. Evidence received prior to October 31 shall result in reimbursement in November. Evidence received prior to March 31 shall result in reimbursement in April. This payment is conditioned upon the return of the employee to the North Penn School District.~~

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B-10 Emergency, Family Illness and Personal Leave

~~**P-3** One (1) day of emergency leave shall be granted with pay for sufficient reasons upon application to and approval by the Superintendent. An emergency shall mean a sudden and unforeseen situation involving accidental injury or property damage necessitating immediate attention or similar incident involving catastrophic or compelling circumstances that could not be dealt with outside of working hours or at a later time. An emergency shall not be deemed to exist for mere personal business or for any event which the employee could have planned or scheduled at another time.~~

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P-1 Up to ten (10) days per year of an employee's accumulated sick leave may be utilized for the care of a member of the immediate family as defined in section 1154 of the School Code when the family member is ill. For the purpose of this provision, grandparent, and grandchild, **and stepparents** shall be included in the definition of immediate family.

P-2 Leave for urgent personal reasons may be granted up to a limit of ~~six (6)~~ **eight (8)** half days or ~~three (3)~~ **four (4)** full days per year without loss of pay upon application to and approval by the Superintendent. These days may be taken without reason.

P-3 No more than ~~one~~ **three (3)** days without reason can be taken in any one week. ~~and no more than two (2) days without reason can be taken on consecutive days.~~ Also, days without reason may not be taken the first five (5) days of the school year nor the last five (5) days of school. A day without reason will not be granted for more than ten percent (10%) of each building staff for any one day. ~~A day without reason may not be taken the day immediately preceding or the day immediately following a scheduled school vacation.~~

~~P-4~~ It is possible that a need may exist for two or three consecutive days absence for some unique reason. This absence requires application to and approval by the superintendent or designee. Personal leave with or without reason or a combination of both is limited to a maximum of three (3) days. Any unused personal days will be converted to sick days in the following years.

JURY DUTY/COURT WITNESS - NEW

When an employee is required to serve as a juror or as a court witness pursuant to subpoena, he/she shall immediately notify the District and submit a leave request form along with either the subpoena to appear as court witness or the summons to appear for jury duty.

The employee is responsible for reporting the impending absence to the substitute service as far in advance as possible to allow for the engagement of an appropriate substitute and/or notification to the appropriate school personnel.

An employee serving as a juror or court witness shall be paid the difference between any fee paid for such appearance, excluding travel expenses, and his/her regular salary, except where the employee or the Association is the adverse party to the employer in the litigation giving rise to the court appearance. Evidence of service including a certification from the Clerk of Court may be required by the District. This Article is inapplicable to any situation where the employee is a party plaintiff or defendant, or who otherwise has a direct or indirect interest in the outcome of the lawsuit.

BEREAVEMENT LEAVE -NEW

An employee shall be entitled to a maximum of five (5) days of leave without loss of salary for a death of a member of the immediate family as defined in section 1154 of the School Code. For the purpose of this provision, grandparent, and grandchild, stepparent, step siblings, or any person with whom the employee has made his/her home, shall be included in the definition of immediate family.

In the case of death of a near relative other than those mentioned above, there shall be no deduction in the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, aunt, uncle, nephew, niece, son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

MILITARY LEAVE - NEW

Employees in the bargaining unit shall be granted paid leave to render regular or reserve military service. Upon termination of leave, they shall be returned to the same positions, in the same buildings, as those held prior to the leave.

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B-15 IEP Preparation

P-4 Special Education teachers shall be granted ~~seven (7) hours~~ **fourteen (14) hours** of flex time credit each school year to devote to IEP preparation. ~~effective with the 2005-06 school year.~~

Employees who work beyond the workday in developing IEP's shall be paid additional compensation in an amount equal to two times their pro rata hourly rates for each hour or any part thereof of such work performed. ~~Effective with the 2005-06 school year, the \$200 special education stipend will be discontinued.~~

Page 22

C-1 Dues and Payroll Deductions/403B

P-3 Other payroll deductions offered by the district will include United Fund, United States Savings Bonds, and a minimum of ten (10) tax sheltered annuity providers. ~~five (5) tax sheltered annuity programs.~~

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C-2 Teacher Work Day

P-4 The length of the teacher work day shall be uniformly established for all teachers as 7.5 hours, including lunch. Variations in the actual starting and ending times may apply depending on specific assignment. **Staff members assigned to 190 consecutive student contact minutes will be granted a non-contact period of 15 minutes or greater immediately following the 190 minute contact period. The fifteen (15) minute break shall not be considered part of the thirty (30) minute lunch break.**

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C-9 Professional Activities

P-4 If a professional employee is asked to supervise a school activity beyond the scope of or in addition to the requirements of the following paragraph, he/she shall be compensated at the rate of **sixty (\$60) dollars per event up to two hours, thirty (\$30) dollars per**

hour over 2 hours. \$55.00 per activity. Examples of these activities are: variety nights, concerts, athletic events, picnics, class activities, certain club activities.

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C-10 Released Time for NPEA President

~~P-1 The President of the NPEA shall be granted one (1) free period per day for NPEA administrative duties. This shall mean no more than four (4) teaching and/or supervisory periods per day.~~

The president of the association shall receive half-day release time. For secondary teachers, this means that no more than 3 periods of teaching per day shall be scheduled and for elementary teachers, a half-time teaching load. Or if he/she prefers, the president will be given the opportunity for release time as a per diem substitute working in the buildings no more than 91 teaching days per school year. Days will be scheduled at the mutual convenience of the district and the association.

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C-11 Preparation Time

~~P-2 Elementary classroom bargaining unit members shall be scheduled preparation time in the amount of two hundred and twenty-five (225) minutes in each week with 180 minutes scheduled during the student day. Secondary classroom bargaining unit members will be scheduled for five (5) periods per week or an average of one (1) period per day of preparation time. Scheduled preparation time may be shortened or eliminated on a day abbreviated by a late arrival or early dismissal. All bargaining unit members shall be provided with forty-five (45) minutes for elementary or one full period for secondary employees of consecutive, uninterrupted preparation time during the student day for each seven and one-half (7.5) hour work day.~~

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C-12 Permanent Per Diem Substitutes

~~P-4 The salary for a permanent per diem substitute shall be seventy-five percent (75%)~~ **eighty-five (85%) percent of the Bachelor's step one salary. Permanent per diem substitutes shall be entitled to all benefits/leave afforded full-time employees, including tuition reimbursement.** ~~provided health care coverage at the employee level only. The employee shall be responsible for paying the same health care employee contribution per month as do the full-time employees (i.e., for the 2004-2005 contract year, 10% of premium (capped at a monthly maximum of \$33.25 for single coverage).~~

VACANCIES/POSTINGS-NEW

For the purpose of this section, "vacancy" means a position which has become available as a result of the retirement, resignation, death, or dismissal of current employee or as a result of creation of a new or additional position. "Temporary" vacancy means a position has become available as a result of the long-term absence of a current employee on approved leave.

Whenever vacancies or temporary vacancies arise they shall be posted for bid in all buildings, on the District website, and if requested by an employee, postings will be sent by mail.

Postings shall occur within five (5) work days after the employer became aware of the vacancy and shall remain posted for a period of no less than ten (10) work days.

Employees who apply for a posted position shall be given priority consideration, including an interview, before outside applicants for all vacancies. Positions shall be awarded to properly certificated applicants based on seniority. No bids on vacant positions shall be accepted until or unless all qualified furloughed employees have been recalled.

TRANSFERS-NEW

In the event that involuntary transfers from one building to another, from one subject to area to another, or from one grade level to another, become necessary, the District will informally seek and consider volunteers from unit members to accomplish such transfers. If the transfers are not accomplished through volunteers, then involuntary transfers will occur by reverse seniority. Any employee(s) to be transferred will be notified of any existing permanent vacancies. Such employee(s) will be given first consideration following the recall of furloughed employees for a vacancy which he/she requests.

A bargaining unit member may not be involuntarily transferred from one building to another more than once in a three (3) year period except to fulfill the requirements of Section 1125.1 of the School Code.

HEALTH AND SAFETY-NEW

No employee shall be expected to perform services under unsafe or hazardous conditions that endanger the health, safety or well-being of the employee, the students of the District or the public. In the event that an employee believes that he/she is endangered by an unsafe or hazardous condition, he/she shall bring this matter immediately to the attention of the building/department administrator or the Director of Human Resources in the building/department administrator's absence. The administrator shall respond immediately in the case of an emergency or within three (3) working days setting forth a contemplated course of action.

When work sites are affected because of emergencies or unsafe or hazardous conditions, employees shall suffer no loss in pay if unable to perform their required tasks.

CLASS SIZE - NEW

Maximum class sizes will be limited as follows:

Kindergarten	20 pupils
Grades 1 through 3	23 pupils
Grades 4 through 6	25 pupils
Grades 7 through 12	30 pupils
Middle School Technology Education	23 pupils
High School Technology Education	23 pupils

Science Labs, Business Education, computer labs, and by mutual agreement other special facilities shall be limited to the maximum number of work stations in the room, provided that the class size limitations set forth in this Agreement are not exceeded.

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RATIOS

The following ratios for educational specialists shall be adhered to, insofar as practicable:

Nurses: State Mandate or	1:1000 pupils (whichever is lower)
Secondary Guidance Counselors:	1:250 pupils
Elementary Guidance Counselors:	1:500 pupils

SPECIAL EDUCATION CLASS SIZE MAXIMUM

Classification and assignment of pupils and teachers shall be in accordance with applicable law. In the event of a change in the State mandated class size maximums, the District will comply with the amended maximums.

In the case of mixed disability classrooms, the district will use the state's lower caseload number (Chapter 14.142 - Type of Service), when determining class size. In the event of a disagreement, the association and district will meet to develop a mutually agreeable class size.

SALARY PROPOSAL/COMPENSATION:

- a. Year one- 3.5% plus increment
- b. Year two- 4.0% plus increment
- c. Year three- 4.0% plus increment

Additional Compensation:

Extra duty compensation and all schedules and reimbursements shall increase each year of the agreement by the same percentages excluding the step increment as proposed for salary.