

COLLECTIVE BARGAINING AGREEMENT

Between

THE NORTH PENN BOARD OF SCHOOL DIRECTORS

and

THE NORTH PENN EDUCATION ASSOCIATION

Lansdale, Pennsylvania

SCHOOL YEARS

2021-2022

2022-2023

2023-2024

TABLE OF CONTENTS

PREAMBLE	1
COLLECTIVE BARGAINING AGREEMENT	1
I. Recognition.....	1
II. Term of Agreement.....	1
III. Wages and Salary Provisions.....	1
IV. Other Employee Benefits.....	2
V. Hours of Work and Other Conditions of Employment.....	2
VI. Grievance Procedure.....	2
VII. Waivers	2
APPENDIX A	3
A-1 Salary Adjustments Due to Preparation Level Changes	3
A-2 Provision for Withholding Increments	4
A-3 National Board Certification.....	4
A-4 Master's Equivalency	4
A-5 Payroll	4
APPENDIX B OTHER EMPLOYEE BENEFITS	8
B-1 Insurances-Medical Plans.....	8
Part Time Employee Benefits	12
Prescription Plan.....	12
B-2 Excise Tax Language.....	13
B-3 Reimbursement for Unused Sick Leave	14
B-4 In-District Travel Expenses	14
B-5 Reimbursement for Course Work.....	15
B-6 Summer Teaching — Curriculum Development -- Special Committee Assignments.....	16
B-7 Staff Development	16
B-8 Sick Leave for Summer Assignments.....	16
B-9 Extra-Duty Compensation	16
B-10 NPEA Delegates	17
B-11 Emergency, Family Illness and Personal Leave	18
B-12 Credit for First Years' Experience	19
B-13 Homebound Instruction	19
B-14 Miscellaneous Provisions	19
B-15 Department Chairpersons.....	20
B-16 IEP Preparation	21
B-17 Professional Organization Reimbursement	21
APPENDIX C WORKING CONDITIONS	22
C-1 Dues and Payroll Deduction	22
C-2 Teacher Work Day.....	22
C-3 Teacher Calendar	22
C-4 Meet and Discuss	23

C-5	Personnel Records.....	23
C-6	Notice of Next Year's Assignment.....	23
C-7	Professional Activities	24
C-8	Release Time for NPEA President.....	24
C-9	Preparation Time.....	24
C-10	Permanent Per Diem Substitutes.....	25
C-11	Assault	25
APPENDIX D GRIEVANCE PROCEDURE		26
P-1	PURPOSE.....	26
P-2	DEFINITION OF A GRIEVANCE.....	26
P-3	PROCEDURES	26
	Step I.....	26
	Step II.....	26
	Step III	27
	Step IV	27
	Step V	28
P-4	LIMITATIONS	28
APPENDIX E MISCELLANEOUS PROVISIONS		29
E-1	Separability Clause	29
INDEX		30
HEALTH & SAFETY MOU		31
MEMORANDUM OF AGREEMENT FOR PAID FAMILY LEAVE.....		32

PREAMBLE

This Agreement shall follow the principle of our basic American documents that the rights of and the dignity of the individual shall be protected scrupulously against the desires of either a majority or a minority until the exercise of those rights interferes with the rights and the dignity of another individual.

Since American schools exist to prepare children and youth for useful and productive citizenship in our world and in our nation, the rights and the dignity of the individual student shall be the first consideration of the Board of School Directors and their employees. All other considerations shall be balanced in justice reflecting the rights of the professional staff.

The contract which follows shall be based upon the principle stated above and cannot supersede laws of our nation at any level.

COLLECTIVE BARGAINING AGREEMENT

I. Recognition

P-1 The North Penn Education Association, hereinafter called the bargaining agent, is hereby recognized by the North Penn School District, hereinafter called the employer, as the bargaining agent for the North Penn Education Association, hereinafter called the bargaining unit, and for the employees properly included in the bargaining unit under the conditions of Pennsylvania Law (Act 195) providing for collective bargaining for public employees.

P-2 Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

II. Term of Agreement

P-1 The term of this Agreement shall take effect as of as of July 1, 2021, and shall continue in full force and effect through June 30, 2024, 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. All provisions will take effect on July 1, 2021, unless otherwise indicated.

III. Wages and Salary Provisions

P-1 The parties agree that the wages and salaries to be affected by this Agreement are accurately reflected in Appendix A, made part of this Agreement, and that the salaries set forth in Appendix A shall be the salaries which shall remain in force for the period of this Agreement. In the event that the term of this Agreement shall be extended as provided in Section II above, and in the event that such mutually agreed upon changes result as a condition of such an extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this Agreement.

IV. Other Employee Benefits

- P-1 The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix B, attached to and made part of this Agreement.
- P-2 Any changes in other employee benefits to which the parties may agree, conditioned upon a change in the term of this Agreement, as provided in Section II, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this Agreement.

V. Hours of Work and Other Conditions of Employment

- P-1 The parties agree that hours of work and other conditions of employment to be affected by this Agreement are accurately reflected in Appendix C, attached to this Agreement.
- P-2 Changes in hour of work or other conditions of employment to which the parties may agree conditioned upon a change in the term of this Agreement, as provided in Section II, shall be evidenced by a revised Appendix C, which shall be executed by the parties and attached hereto and made part of this Agreement.

VI. Grievance Procedure

- P-1 It is in the interest of the general public, and in the interest of the school children served by both employer and employees, that grievances be reconciled and be disposed of as expeditiously as possible.
- P-2 The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix D, attached hereto and made part of this Agreement.

VII. Waivers

- P-1 The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, during the life of this Agreement, unless both parties agree to reopen negotiations. Any agreements resulting from said negotiations shall be ratified by each party and included in the Collective Bargaining Agreement.

North Penn Education Association

By: _____
President

Attest:

North Penn Board of School Directors

Secretary

By: _____
President

APPENDIX A

P-1 The compensation program for Bargaining Unit Members for the three (3) year duration of this contract is detailed on the following pages:

A-1 Salary Adjustments Due to Preparation Level Changes

P-1 When an employee completes a program of approved graduate level courses which results in a higher academic degree or qualifies for a preparation level change due to the completion of approved graduate courses, the following provisions apply;

P-2 Bargaining Unit Members will be limited to no more than one column movement for horizontal movement per school year as more specifically set forth in Paragraph B-5 herein. Notwithstanding the foregoing, Bargaining Unit Members will have the opportunity to achieve column movement during one of the four intervals per year so long as there is no more than one horizontal movement per school year. Any Bargaining Unit Member who has additional credits within their current degree work on or after July 1, 2017, certification programs, endorsement programs initiated on or after July 1, 2017, in excess of one column per school year shall bank those credits until the next earliest opportunity to move horizontally. Credits earned from previously approved random courses, certification programs, endorsement programs, or incomplete degree work shall not be banked and shall not contribute to future horizontal movement recognition, unless otherwise agreed to in a separate writing by the District and the Association. Unless otherwise agreed to between the parties, previously earned credits from random preapproved courses will not be utilized for horizontal movement recognition.

Notwithstanding the foregoing, earned and/or banked credits from degree work, certification programs or endorsement programs shall only be counted or contribute one time for horizontal movement.

Some examples of the foregoing are:

- Certificate program credits that were used to advance from the B column to the B+ 15 column could not again be used to advance from the M column to the M+ 15 column
- Bargaining unit members who have completed course work/credits from degree work that was never finished and then enroll in and achieve a master's degree from the same or different institutions and have petitioned to count the previously approved but unfinished course work to advance them beyond the master's level will no longer be able to do so under this contract language.

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 January 31 shall result in a salary adjustment beginning with the first paycheck occurring after February 15; and evidence received

prior to March 31 shall result in a salary adjustment beginning with the first paycheck occurring after April 15.

P-3 To advance to the B+ 15 category, the employee must have at least fifteen (15) graduate credits beyond basic certification (Instructional I) for the position he/she holds. To advance to higher preparation level categories of the salary program, the credits must be graduate level and taken in subjects bearing a direct relation to the employee's area of certification, or in an appropriate graduate degree-granting program and must be preapproved by the Superintendent or designee.

P-4 After receipt of authentic evidence of eligibility, the Director of Human Resources may authorize the adjustment of salary due to preparation level change at four (4) times during the year as outlined in P-2 above.

A-2 Provision for Withholding Increments

P-1 A Bargaining Unit Member who receives a year-end unsatisfactory rating, and who remains in the employ of the District, shall not be entitled to a salary increase for the following school year, but shall be frozen at the salary, column and step for the year the unsatisfactory rating was given. Thereafter, if in a subsequent year a year-end rating of satisfactory is achieved, the employee shall be restored to the place on the salary schedule that would otherwise have been achieved, but without back pay. The validity of the unsatisfactory rating is subject to the grievance procedure and to arbitration.

A-3 National Board Certification

P-1 Only those bargaining unit members who have attained "National Board Certification" status, as defined by the National Board for Professional Teaching Standards, prior to the ratification of this agreement shall continue to receive a stipend of two thousand one hundred eighty-one dollars (\$2,181.00) per year in addition to their salary as set forth on the salary schedule during the term of this Agreement.

A-4 Master's Equivalency

P-1 Bargaining unit members who are initially hired as a professional or temporary professional employee on or after July 1, 2001 must achieve an earned Master's Degree to progress to the Master's column of the salary schedule. A Master's Equivalency certificate will not be recognized for salary purposes for such employees.

A-5 Payroll

P-1 Payroll will be on a bi-weekly basis, with twenty-six (26) pays per year. Employees may elect to receive summer pays in one lump sum at the end of the school year.

North Penn EA							
2021-2022							
Salary Schedule							
Steps From Top	In Contract	Bachelors	B+15	M	M+15	M+30	D
15	1	\$54,623	\$57,368	\$62,858	\$65,602	\$69,720	\$72,465
	1.5	\$55,309	\$58,053	\$63,546	\$66,290	\$70,407	\$73,154
14	2	\$55,996	\$58,739	\$64,230	\$66,978	\$71,093	\$73,839
	2.5	\$56,678	\$59,428	\$64,917	\$67,663	\$71,779	\$74,524
13	3	\$57,368	\$60,110	\$65,602	\$68,347	\$72,465	\$75,210
	3.5	\$58,053	\$60,799	\$66,290	\$69,036	\$73,154	\$75,897
12	4	\$58,739	\$61,488	\$66,978	\$69,720	\$73,839	\$76,581
	4.5	\$59,428	\$62,170	\$67,663	\$70,407	\$74,524	\$77,272
11	5	\$60,110	\$62,858	\$68,347	\$71,093	\$75,210	\$77,957
	5.5	\$60,110	\$63,546	\$69,036	\$71,779	\$75,897	\$78,642
10	6	\$60,110	\$64,230	\$69,720	\$72,465	\$76,581	\$79,327
	6.5	\$60,110	\$64,917	\$70,407	\$73,154	\$77,272	\$80,015
9	7	\$60,110	\$65,602	\$71,093	\$73,839	\$77,957	\$80,698
	7.5	\$60,110	\$66,290	\$71,779	\$74,524	\$78,642	\$81,389
8	8	\$60,110	\$66,978	\$72,465	\$75,210	\$79,327	\$82,073
	8.5	\$60,110	\$67,663	\$73,154	\$75,897	\$80,015	\$82,761
7	9	\$60,110	\$68,347	\$73,839	\$76,581	\$80,698	\$83,446
	9.5	\$60,110	\$69,036	\$74,524	\$77,272	\$81,389	\$84,133
6	10	\$60,110	\$69,720	\$75,210	\$77,957	\$82,073	\$84,819
	10.5	\$60,110	\$69,720	\$75,897	\$78,642	\$82,761	\$85,506
5	11	\$60,110	\$69,720	\$76,581	\$79,327	\$83,446	\$86,189
	11.5	\$60,110	\$69,720	\$77,970	\$79,998	\$85,421	\$87,461
4	12	\$60,110	\$69,720	\$79,283	\$80,593	\$87,321	\$88,657
	12.5	\$60,110	\$69,720	\$82,081	\$83,478	\$90,447	\$91,878
3	13	\$60,110	\$69,720	\$84,879	\$86,362	\$93,573	\$95,098
	13.5	\$60,110	\$69,720	\$87,876	\$89,142	\$96,240	\$98,244
2	14	\$60,110	\$69,720	\$90,873	\$91,922	\$98,906	\$101,390
	14.5	\$60,110	\$69,720	\$91,761	\$94,037	\$99,683	\$102,259
1	15	\$60,110	\$69,720	\$93,481	\$96,108	\$101,476	\$104,146
	15.5	\$60,110	\$69,720	\$94,186	\$96,874	\$102,256	\$105,016
Top	16	\$60,110	\$69,720	\$97,096	\$100,313	\$110,320	\$111,888

Represents a \$1,200 per cell increase over the 2020-21 school year.
Step movement occurs on the 1st pay.

2022-2023							
Salary Schedule							
Steps From Top	In Contract	Bachelors	B+15	M	M+15	M+30	D
15	1	\$56,323	\$59,068	\$64,558	\$67,302	\$71,420	\$74,165
	1.5	\$57,009	\$59,753	\$65,246	\$67,990	\$72,107	\$74,854
14	2	\$57,696	\$60,439	\$65,930	\$68,678	\$72,793	\$75,539
	2.5	\$58,378	\$61,128	\$66,617	\$69,363	\$73,479	\$76,224
13	3	\$59,068	\$61,810	\$67,302	\$70,047	\$74,165	\$76,910
	3.5	\$59,753	\$62,499	\$67,990	\$70,736	\$74,854	\$77,597
12	4	\$60,439	\$63,188	\$68,678	\$71,420	\$75,539	\$78,281
	4.5	\$61,128	\$63,870	\$69,363	\$72,107	\$76,224	\$78,972
11	5	\$61,810	\$64,558	\$70,047	\$72,793	\$76,910	\$79,657
	5.5	\$61,810	\$65,246	\$70,736	\$73,479	\$77,597	\$80,342
10	6	\$61,810	\$65,930	\$71,420	\$74,165	\$78,281	\$81,027
	6.5	\$61,810	\$66,617	\$72,107	\$74,854	\$78,972	\$81,715
9	7	\$61,810	\$67,302	\$72,793	\$75,539	\$79,657	\$82,398
	7.5	\$61,810	\$67,990	\$73,479	\$76,224	\$80,342	\$83,089
8	8	\$61,810	\$68,678	\$74,165	\$76,910	\$81,027	\$83,773
	8.5	\$61,810	\$69,363	\$74,854	\$77,597	\$81,715	\$84,461
7	9	\$61,810	\$70,047	\$75,539	\$78,281	\$82,398	\$85,146
	9.5	\$61,810	\$70,736	\$76,224	\$78,972	\$83,089	\$85,833
6	10	\$61,810	\$71,420	\$76,910	\$79,657	\$83,773	\$86,519
	10.5	\$61,810	\$71,420	\$77,597	\$80,342	\$84,461	\$87,206
5	11	\$61,810	\$71,420	\$78,281	\$81,027	\$85,146	\$87,889
	11.5	\$61,810	\$71,420	\$79,670	\$81,698	\$87,121	\$89,161
4	12	\$61,810	\$71,420	\$80,983	\$82,293	\$89,021	\$90,357
	12.5	\$61,810	\$71,420	\$83,781	\$85,178	\$92,147	\$93,578
3	13	\$61,810	\$71,420	\$86,579	\$88,062	\$95,273	\$96,798
	13.5	\$61,810	\$71,420	\$89,576	\$90,842	\$97,940	\$99,944
2	14	\$61,810	\$71,420	\$92,573	\$93,622	\$100,606	\$103,090
	14.5	\$61,810	\$71,420	\$93,461	\$95,737	\$101,383	\$103,959
1	15	\$61,810	\$71,420	\$95,181	\$97,808	\$103,176	\$105,846
	15.5	\$61,810	\$71,420	\$95,886	\$98,574	\$103,956	\$106,716
Top	16	\$61,810	\$71,420	\$98,796	\$102,013	\$112,020	\$113,588

Represents a \$1,700 per cell increase over the 2021-22 school year.
Step movement occurs on the 1st pay.

2023-2024							
Salary Schedule							
Steps From Top	In Contract	Bachelors	B+15	M	M+15	M+30	D
15	1	\$58,323	\$61,068	\$66,558	\$69,302	\$73,420	\$76,165
	1.5	\$59,009	\$61,753	\$67,246	\$69,990	\$74,107	\$76,854
14	2	\$59,696	\$62,439	\$67,930	\$70,678	\$74,793	\$77,539
	2.5	\$60,378	\$63,128	\$68,617	\$71,363	\$75,479	\$78,224
13	3	\$61,068	\$63,810	\$69,302	\$72,047	\$76,165	\$78,910
	3.5	\$61,753	\$64,499	\$69,990	\$72,736	\$76,854	\$79,597
12	4	\$62,439	\$65,188	\$70,678	\$73,420	\$77,539	\$80,281
	4.5	\$63,128	\$65,870	\$71,363	\$74,107	\$78,224	\$80,972
11	5	\$63,810	\$66,558	\$72,047	\$74,793	\$78,910	\$81,657
	5.5	\$63,810	\$67,246	\$72,736	\$75,479	\$79,597	\$82,342
10	6	\$63,810	\$67,930	\$73,420	\$76,165	\$80,281	\$83,027
	6.5	\$63,810	\$68,617	\$74,107	\$76,854	\$80,972	\$83,715
9	7	\$63,810	\$69,302	\$74,793	\$77,539	\$81,657	\$84,398
	7.5	\$63,810	\$69,990	\$75,479	\$78,224	\$82,342	\$85,089
8	8	\$63,810	\$70,678	\$76,165	\$78,910	\$83,027	\$85,773
	8.5	\$63,810	\$71,363	\$76,854	\$79,597	\$83,715	\$86,461
7	9	\$63,810	\$72,047	\$77,539	\$80,281	\$84,398	\$87,146
	9.5	\$63,810	\$72,736	\$78,224	\$80,972	\$85,089	\$87,833
6	10	\$63,810	\$73,420	\$78,910	\$81,657	\$85,773	\$88,519
	10.5	\$63,810	\$73,420	\$79,597	\$82,342	\$86,461	\$89,206
5	11	\$63,810	\$73,420	\$80,281	\$83,027	\$87,146	\$89,889
	11.5	\$63,810	\$73,420	\$81,670	\$83,698	\$89,121	\$91,161
4	12	\$63,810	\$73,420	\$82,983	\$84,293	\$91,021	\$92,357
	12.5	\$63,810	\$73,420	\$85,781	\$87,178	\$94,147	\$95,578
3	13	\$63,810	\$73,420	\$88,579	\$90,062	\$97,273	\$98,798
	13.5	\$63,810	\$73,420	\$91,576	\$92,842	\$99,940	\$101,944
2	14	\$63,810	\$73,420	\$94,573	\$95,622	\$102,606	\$105,090
	14.5	\$63,810	\$73,420	\$95,461	\$97,737	\$103,383	\$105,959
1	15	\$63,810	\$73,420	\$97,181	\$99,808	\$105,176	\$107,846
	15.5	\$63,810	\$73,420	\$97,886	\$100,574	\$105,956	\$108,716
Top	16	\$63,810	\$73,420	\$100,796	\$104,013	\$114,020	\$115,588

Represents a \$2,000 per cell increase over the 2022-23 school year.
Step movement occurs on the 1st pay.

APPENDIX B
OTHER EMPLOYEE BENEFITS

B-1 Insurances

- P-1 Bargaining unit members will participate in the North Penn School District's Section 125 flexible benefits program.
- P-2 The medical plan shall be the Custom Personal Choice C3F2O1 plan as set forth in Appendix B. The In-Network deductible for the core medical plan shall be \$200.00 Individual and \$600.00 Family.
- P-3 The medical plan being offered by the District will be one in which all Bargaining Unit Members will share in the cost. The core plan being offered by the District is a redesigned plan designated as C3F201 Modified 2 as described in Appendix B, B-1, P-7 herein (otherwise known as the "Core Plan"). If a Bargaining Unit Member decides to choose a plan that is more costly than the Core Plan for the year in question, then the District will contribute an amount toward that plan that is equivalent to the District's contribution to the premium cost of the Core Plan being offered. If a Bargaining Unit Member selects a plan other than the Core Plan, then they will pay the costs in excess of the District's limitations. The District shall also offer a medical plan that is less costly than the Core Plan. The parameters of the buy-up and/or buy-down plans are set forth in Subparagraph 5 herein. If a Bargaining Unit Member decides to choose a plan that is less costly, then the District will contribute an amount toward that plan that is up to the District's dollar contribution to the premium cost of the Core Plan.
- P-4 In the event the healthcare plan does not meet statutory or regulatory requirements, the parties will meet and attempt to correct the situation. This would not constitute a contract re-opener.
- P-5 Bargaining Unit Members will be able to purchase up to a modified plan that will have an actuarial value of no more than five (5) percentage points higher than the Core Plan of the District. Bargaining Unit Members shall have the option to buy-down to a modified plan that will have an actuarial value of no more than five (5) percentage points lower in actuarial value than the Core Plan of the District. Bargaining Unit Members shall have the option to buy down to a modified plan that will have an actuarial value of no more than five (5) percentage points lower in actuarial value than the Core Plan.
- P-6 The joint labor/management wellness committee shall continue for the duration of this contract.
- P-7 The Core Plan will be the C3F201 Modified 2 plan as described below with a premium share of 17%. The premiums will be deducted through mandatory payroll deductions.

For those bargaining unit members and dependents who are enrolled in a District medical plan and who use the on-site health care clinic, there will be no co-pays and no deductibles for primary care physician visits and for outpatient laboratory services.

Except as noted above the design for the C3F201 Modified 2 plan is as follows:

Personal Choice

C3-F2-01



North Penn SD

Personal Choice® our popular Preferred Provider Organization (PPO), gives you freedom of choice by allowing you to choose your own doctors and hospitals. You can maximize your coverage by accessing your care through Personal Choice's network of hospitals, doctors, and specialists, or by accessing care through preferred providers that participate in the BlueCard® PPO program. Of course, with Personal Choice, you have the freedom to select providers who do not participate in the Personal Choice network or BlueCard PPO program. However, if you receive services from out-of-network providers, you will have higher out-of-pocket costs and may have to submit your claim for reimbursement.

With Personal Choice...

- You do not need to enroll with a primary care physician
- You never need a referral

Benefit	In-network	Out-of-network ¹
BENEFIT PERIOD	Contract Year ²	Contract Year ²
DEDUCTIBLE		
Individual	\$200	\$1,000
Family	\$600	\$3,000
OUT-OF-POCKET MAXIMUM³		
Individual	\$2,500	\$5,000
Family	\$5,000	\$15,000
LIFETIME MAXIMUM	Unlimited	Unlimited
DOCTOR'S OFFICE VISITS		
Primary care services	\$20 copayment, no deductible	60%, after deductible
Specialist services	\$40 copayment, no deductible	60%, after deductible
TELEMEDICINE	100%, no deductible	Not Covered
PREVENTIVE CARE FOR ADULTS AND CHILDREN	100%, no deductible	60%, no deductible
PEDIATRIC IMMUNIZATIONS	100% (office visit copayment does not apply), no deductible	60%, no deductible
ROUTINE GYNECOLOGICAL EXAM/PAP <i>¹ per year for women of any age²</i>	100%, no deductible	60%, no deductible
MAMMOGRAM	100%, no deductible	60%, no deductible

¹ Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

³ Combined in/out-of-network

² A contract year benefit period is a consecutive 12-month period that begins on your employer's effective date. The deductible and out-of-pocket maximum amounts start at \$0 at the beginning of each contract year.

^{**}The in-network out-of-pocket maximum includes the copayments, coinsurance and deductible. The out-of-network out-of-pocket maximum only includes coinsurance only.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.



Benefits underwritten or administered by QCC Insurance Company, a subsidiary of Independence Blue Cross - independent licensees of the Blue Cross and Blue Shield Association.

www.ibx.com

OR/17 - PA - 514 - PC C3-F2-01 - 00PM 2017

Benefit	In-network	Out-of-network ¹
NUTRITION COUNSELING FOR WEIGHT MANAGEMENT <i>6 visits per year</i>	100%, no deductible	60%, after deductible
OUTPATIENT LABORATORY/PATHOLOGY	100%, no deductible	60%, after deductible
MATERNITY		
First OB visit	\$20 copayment, no deductible	60%, after deductible
Hospital	\$125/day; maximum of 5 copayments/admission ⁴ after deductible	60%, after deductible ⁵
INPATIENT HOSPITAL SERVICES		
Facility	\$125/day; maximum of 5 copayments/admission ⁴ after deductible	60%, after deductible ⁵
Physician/Surgeon	100%, no deductible	60%, after deductible
INPATIENT HOSPITAL DAYS	Unlimited	70 ⁵
OUTPATIENT SURGERY		
Facility	\$100 Copayment, after deductible	60%, after deductible
Physician/Surgeon	100%, no deductible	60%, after deductible
EMERGENCY ROOM	\$100 copayment (copayment waived if admitted), no deductible	\$100 copayment (copayment not waived if admitted); no deductible
URGENT CARE CENTER	\$50 copayment, no deductible	60%, after deductible
AMBULANCE		
Emergency	100%, no deductible	100%, no deductible
Non-emergency	100%, no deductible	60%, after deductible
OUTPATIENT X-RAY/RADIOLOGY <i>(Copayment not applicable when service performed in ER or office setting)</i>		
Routine Radiology/Diagnostic	\$40 copayment, after deductible	60%, after deductible
MRI/MRA, CT/CTA Scan, PET Scan	\$80 copayment, after deductible	60%, after deductible
THERAPY SERVICES		
Physical and occupational 30 total visits per year for PT/OT combined ³	\$40 copayment, after deductible	60%, after deductible
Cardiac rehabilitation 36 visits per year ²	\$40 copayment, after deductible	60%, after deductible
Pulmonary rehabilitation 36 visits per year ²	\$40 copayment, after deductible	60%, after deductible
Speech 20 visits per year ²	\$40 copayment, after deductible	60%, after deductible
Orthoptic/Pleoptic 8 session lifetime maximum ²	\$40 copayment, after deductible	60%, after deductible
SPINAL MANIPULATIONS <i>20 visits per year²</i>	\$40 copayment, after deductible	60%, after deductible
ALLERGY INJECTIONS <i>(Office visit copayment waived if no office visit is charged)</i>	100%, after deductible	60%, after deductible
INJECTABLE MEDICATIONS		
Standard Injectables	100% ² after deductible	60%, after deductible
Biotech/Specialty Injectables	\$100 copayment, after deductible	60%, after deductible
CHEMO/RADIATION/DIALYSIS	100%, no deductible	60%, after deductible

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

2 Office visit subject to copayment

3 Combined in/out-of-network

4 Copayment waived if readmitted within 10 days of discharge

5 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

Benefit	In-network	Out-of-network ¹
OUTPATIENT PRIVATE DUTY NURSING <i>360 hours per year</i>	90%, no deductible	60%, after deductible
SKILLED NURSING FACILITY <i>120 days per year</i>	\$50/day; maximum of 5 copayments/admission ⁴ , no deductible	60%, after deductible
HOSPICE AND HOME HEALTH CARE	100%, no deductible	60%, after deductible
DURABLE MEDICAL EQUIPMENT	70%, after deductible	50%, after deductible
PROSTHETICS	70%, after deductible	50%, after deductible
MENTAL HEALTH CARE		
Outpatient	\$40 copayment, no deductible	60%, after deductible
Inpatient	\$125/day; maximum of 5 copayments/admission ⁴ , after deductible	60%, after deductible ⁵
SERIOUS MENTAL ILLNESS CARE		
Outpatient	\$40 copayment, no deductible	60%, after deductible
Inpatient	\$125/day; maximum of 5 copayments/admission ⁴ , after deductible	60%, after deductible ⁵
SUBSTANCE ABUSE TREATMENT		
Outpatient/Partial facility visits	\$40 copayment, no deductible	60%, after deductible
Rehabilitation	\$125/day; maximum of 5 copayments/admission ⁴ , after deductible	60%, after deductible ⁵
Detoxification	\$125/day; maximum of 5 copayments/admission ⁴ , after deductible	60%, after deductible ⁵

1 Non-Preferred Providers may bill you for differences between the Plan allowance, which is the amount paid by Independence Blue Cross (IBC), and the actual charge of the provider. This amount may be significant. Claims payments for Non-Preferred Professional Providers (physicians) are based on the lesser of the Medicare Professional Allowable Payment or the actual charge of the provider. For covered services that are not recognized or reimbursed by Medicare, payment is based on the lesser of the Independence Blue Cross (IBC) applicable proprietary fee schedule or the actual charge of the provider. For covered services not recognized or reimbursed by Medicare or IBC's fee schedule, the payment is based on 50% of the actual charge of the provider. It is important to note that all percentages for out-of-network services are percentages of the Plan allowance, not the actual charge of the provider.

3 Combined in/out-of-network

4 Copayment waived if readmitted within 10 days of discharge

5 Inpatient hospital day limit combined for all out-of-network inpatient medical, maternity, mental health, serious mental illness and substance abuse services.

The benefits may be changed by IBC to comply with applicable federal/state laws and regulations.

What is not covered?

- services not medically necessary
- services or supplies that are experimental or investigative except routine costs associated with clinical trials
- hearing aids, hearing examinations/tests for the prescription/fitting of hearing aids, and cochlear electromagnetic hearing devices
- assisted fertilization techniques such as in-vitro fertilization, GIFT, and ZIFT
- reversal of voluntary sterilization
- expenses related to organ donation for non-member recipients
- alternative therapies/complementary medicine
- dental care, including dental implants, and nonsurgical treatment of temporomandibular joint syndrome (TMJ)
- music therapy, equestrian therapy, and hippotherapy
- treatment of sexual dysfunction not related to organic disease except for sexual dysfunction resulting from an injury
- routine foot care, unless medically necessary or associated with the treatment of diabetes
- foot orthotics, except for orthotics and podiatric appliances required for the prevention of complications associated with diabetes
- cranial prostheses including wigs intended to replace hair
- routine physical exams for nonpreventive purposes such as insurance or employment applications, college, or premarital examinations
- immunizations for travel or employment
- services or supplies payable under Workers' Compensation, Motor Vehicle Insurance, or other legislation of similar purpose
- cosmetic services/supplies
- self-injectable drugs
- vision care (except as specified in a group contract)

This summary represents only a partial listing of the benefits and exclusions of the Personal Choice Program described in this summary. If your employer purchases another program, the benefits and exclusions may differ. Also, benefits and exclusions may be further defined by medical policy. As a result, this managed care plan may not cover all of your health care expenses. Read your contract/member handbook carefully for a complete listing of the terms, limitations, and exclusions of the program. If you need more information, please call 1-800-ASK-BLUE (1-800-275-2583).

Certain services require preapproval/precertification by the health plan prior to being performed. To obtain a list of services that require authorization, please log on to <http://www.ibx.com/preapproval> or call the phone number that is listed on the back of your identification card.

- P-8 All Bargaining Unit Employees who are enrolled in the District's health benefit plan who are tobacco users, including tobacco chewing, e-cigarettes, and smokers, will be subject to an Employee premium tobacco surcharge of \$100.00 per month per employee, unless the covered Employee is enrolled in an approved smoking cessation program.
- P-9 Bargaining Unit Members will be able to purchase up to a plan, such as PC10/20/70, and the District shall continue to offer a buy-down plan, such as the Custom Keystone 15S.
- P-10 The District and the Association will continue meeting as a benefits committee for the purpose of researching potential innovative medical and prescription cost containment strategies, exploring a healthcare administrator, and recommending plan benefits for Bargaining Unit Employees. The benefits committee shall be made up of five (5) members of the District and five (5) members of the Association.

Part Time Employee Benefits

- P-1 Employees must work at least thirty (30) hours per week in order to receive benefits in accordance with Policy No. 4148 of the Board of School Directors of the District.

Prescription Plan

- P-1 The prescription program shall be a \$10/\$30/\$50 plan with no deductible and oral contraceptives covered. The mandatory mail order copay will be \$20/\$60/\$100 (for a 31-90 day supply).

The District shall implement the National Preferred Formulary (NPF) that provides for supplemental multi-source and single-source brand exclusions in accordance with the modifications regularly made by the pharmacy benefit provider information for the National Preferred Formulary.

The District will also have the right to implement the following programs in connection with the prescription program:

- Drug Quantity Management – Advantage Plus Program or substantial equivalent.
- Prior Authorizations – Advantage Plus Program or substantial equivalent.
- Pharmacogenics
- Proactive
- Adjunctive Specialty
- Step Therapy
- Specialty list that will capture all specialty medications with chemical and therapeutic equivalency as determined by the Pharmacy Benefit Manager.

The District Administration agrees to provide the Association President with the quarterly list of medications that are impacted by the National Preferred Formulary and the programs listed above in conjunction with the prescription program as published by the insurance provider.

- P-2 The premium share for the District-approved self-insured prescription program as stated shall be on the same basis and premium share as the Core Plan.

- P-3 Mail order maintenance drugs shall be mandatory for prescriptions in excess of a thirty (30) day supply. Bargaining Unit Members who purchase drugs through mail order shall be responsible for only two (2) co-payments per three (3) month prescription.
- P-4 The District shall be permitted to self-insure at its discretion. Medical benefits shall only be self-insured through an approved Independence Blue Cross third-party administrator. The benefits and services must be the equivalent or better than those of the Core Plan then in effect.
- P-5 Retiring professional employees shall have the option of continuing in the District's health plan and prescription plan, the cost to be borne by those employees electing to do so, consistent with the provisions of Section 5-513 of the Public School Code of 1949, as amended.
- P-6 The District will provide a basic dental plan for the duration of this contract. The dental plan being offered by the District is one in which all Bargaining Unit Members will share in the cost.

The dental program will have an annual cap of \$1,500.00 for dental benefits and the Bargaining Unit Member's premium share will be 16% of the premiums for the program. Premiums for the dental program will be made through mandatory payroll deductions.

- P-7 The District will provide a vision plan for the duration of this contract. The vision plan being offered by the District will be one in which all Bargaining Unit Members will share in the cost. All Bargaining Unit Members will contribute \$2.50 per month.
- P-8 The District shall provide salary continuation insurance for all Bargaining Unit Members, benefits of which are payable from the 31st day of disability or the expiration of the number of days sick leave if greater, for a disability due to accident or sickness for a maximum of two (2) years. The amount payable monthly is fifty percent (50%) of an employee's basic monthly earnings. Insurance payments will be reduced by any applicable worker's compensation payments during whatever period the coverages overlap.
- P-9 The District shall provide an amount equal to an employee's base salary to the nearest thousand dollars, in term life insurance coverage for all Bargaining Unit Members for the duration of this Agreement, effective thirty (30) days after final acceptance of the Agreement. The employee at his/her option may elect to purchase an amount of group term life insurance equal to the employee's annual salary, rounded to the nearest even multiple of \$1,000.00. The cost for this option is to be borne by the employee.

B-2 Excise Tax Language

- P-1 During the term of this Collective Bargaining Agreement or at any time after its expiration date until such time as a new Agreement is negotiated, should the calculated total premium for any medical plan offered pursuant to the Agreement exceed the threshold amount as stated in any applicable federal or state legislation so as to subject the medical plans to a tax or fee, the parties agree to address that issues as follows:

- a. The District shall notify the Association with at least six (6) months' notice it has tangible evidence that the plan or plans that are offered pursuant to the Agreement will be subject to the above-referenced tax or fee and what it intends to do to eliminate or otherwise address the tax or fee;
- b. The Association will have up to sixty (60) calendar days from the date of such notice to attempt to reach a mutual agreement with the Board on addressing the issue;
- c. If a mutual agreement is reached, that agreement shall become part of the Agreement and will supersede any affected provisions;

P-2 If a mutual agreement cannot be reached within the sixty (60) calendar day period referenced in subsection., all employees enrolled in the plan or plans subject to the tax or fee shall no longer be entitled to remain in the health benefit plan or plans that are subject to the tax or fee and would be entitled to receive the plan offered by Independence Blue Cross most analogous to the Core Plan that would not be subject to the tax or fee. Notwithstanding the foregoing, existing employee premium share shall apply on the same basis as the eliminated health benefit plan. Grievances under this section shall be exclusively limited to whether the plan offered by the District is the Independence Blue Cross plan that provides the least amount of disruption for the membership.

B-3 Reimbursement for Unused Sick Leave

P-1 Reimbursement for all accumulated unused sick leave will be paid to retiring professional employees who have served fifteen (15) years in the North Penn School District, or for ten (10) continuous years of service for those forced to retire due to illness. Reimbursement shall be as follows:

2021-2022 \$49.49 per day
 2022-2023 \$49.98 per day
 2023-2024 \$50.48 per day

The District shall make a non- elective employer contribution into the 403(b) of the employee's choice. No portion of the contribution is available to be taken as cash compensation unless such portion of the contribution would cause the limits of Internal Revenue Code Section 415(c) to be exceeded.

P-2 In the event of the death of a professional employee of the North Penn School District, the accumulated unused sick leave shall be paid to the employee's designated beneficiary.

B-4 In-District Travel Expenses

P-1 In-District scheduled travel of itinerant professional personnel in the performance of assigned duties shall be reimbursed at the Internal Revenue Service rate. Any changes will become effective the first day of the month following written notice by either party to the other of any change in the Internal Revenue Service rate.

B-5 Reimbursement for Course Work

- P-1 Bargaining Unit Members will be reimbursed for 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 the field of certification.
- P-2 Reimbursement for graduate credits leading to a first master's degree will be made in the amount of ninety-five percent (95%) of the State University rate (such as West Chester, Kutztown, East Stroudsburg), with a maximum of fifteen (15) credits per year. Effective for all courses submitted for preapproval and final reimbursement that meet all of the District's requirements, the District will reimburse 62.5% for courses that are taken by Bargaining Unit Members beyond a first master's degree up to twelve (12) credits per year, so long as such credits are in a preapproved second master's degree program, a doctoral program, or credits that lead to a certification or endorsement deemed to be relevant by the District Administration, within its discretion. Random courses not subject to such preapproved programs are not eligible for tuition reimbursement or horizontal movement recognition. Unless otherwise agreed to between the parties, previously earned credits from random preapproved courses will not be utilized for tuition reimbursement.
- P-3 Reimbursement will not be made for travel, or video courses, or for any graduate courses which the university will not accept for credit in its own advanced degree program.
- P-4 Reimbursement for undergraduate credits in the amount of \$55.00 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-5 No reimbursement will be made for courses required for Instruction I certification. No reimbursement will be made when tuition under government educational assistance, university assistance, or other grants is available to the employee.
- P-6 Individuals on sabbatical leaves shall have the same rules for reimbursement and course approval as employees not on sabbatical with a maximum of fifteen (15) credits per year eligible for reimbursement for individuals on sabbatical.
- P-7 All courses not included in a program must be submitted for approval no later than two (2) weeks prior to the start of the course by the Superintendent or designee to be eligible for reimbursement.
- P-8 Reimbursement for finally approved coursework shall be made within sixty (60) calendar days of the submission of the documentation that fulfills the District's requirements.

Satisfactory evidence of completion of the coursework must be received by the District Administration to trigger the sixty (60) calendar day reimbursement time period. Tuition reimbursement is conditioned upon the return of the employee to the District for at least one year after completion of the coursework. In the event a Bargaining Unit Member does not work at least one year after the completion of the coursework, the Bargaining Unit Member must repay the total amount of reimbursement for coursework over the time period in question.

B-6 Summer Teaching — Curriculum Development -- Special Committee Assignments

P-1 For teachers engaged in summer teaching, the rate of pay shall be:

2021-2022 \$34.14 per hour
2022-2023 \$34.48 per hour
2023-2024 \$34.82 per hour

Curriculum development and special committee assignments will be paid at the summer teaching rate, with the determination of project hours to be made by the Superintendent in consultation with the Association President.

B-7 Staff Development

P-1 For teachers engaged in the process of staff development where the responsibilities are training professionals beyond the normal scheduled 7.5 hour work day, the rate of pay shall be:

2021-2022 \$39.64
2022-2023 \$40.04
2023-2024 \$40.44

P-2 For teachers engaged in the process of staff development where the responsibility is teaching professionals an IU approved in-service course, the rate of pay shall be:

2021-2022 \$682.76 per credit hour
2022-2023 \$689.59 per credit hour
2023-2024 \$696.49 per credit hour

B-8 Sick Leave for Summer Assignments

P-1 For teachers engaged in summer teaching, curriculum development, and special committee assignments, which require services of ninety (90) hours, one additional day of sick leave, shall accrue for the services. The ninety (90) hours shall be the minimum time required to accrue any summer sick leave.

P-2 For professional employees involved in curriculum development or related activities where the summer assignment is one hundred eighty (180) hours, sick leave shall be accumulated to two (2) days per six-week session.

P-3 Accumulated sick leave may be used during summer assignments. If sick leave is taken, the reduction in sick leave bank will be on the full day equivalent of the total hours of absence, rounded to the next higher full day.

P-4 Where summer assignment is less than the minimum required, no sick leave will accrue; but in the event of sickness, the sick leave bank may be used proportionally.

B-9 Extra-Duty Compensation

P-1 The sponsor of an activity being paid for the first time, but having already performed the same sponsor responsibilities without compensation within the District, shall be given

credit for the nonpaid years when assigned to the appropriate step of the extra-duty compensation system.

P-2 Extra duty compensation for all years of this contract shall be based on the extra-duty schedules as follows:

2021-2022								
		1	2	3	4	5	6	7
(A)	0-1	1,021	2,034	3,054	3,732	5,430	7,130	9,509
(B)	2-3	1,238	2,256	3,268	3,949	5,651	7,346	9,730
(C)	4-5	1,456	2,472	3,493	4,169	5,873	7,567	9,950
(D)	6-10	1,674	2,694	3,712	4,394	6,093	7,791	10,170
(E)	11-15	1,898	2,917	3,934	4,613	6,313	8,015	10,390
(F)	16-20	2,117	3,134	4,155	4,836	6,534	8,227	10,609
(G)	21 +	2,339	3,355	4,381	5,054	6,751	8,454	10,832
2022-2023								
		1	2	3	4	5	6	7
(A)	0-1	1,031	2,054	3,085	3,769	5,484	7,201	9,604
(B)	2-3	1,250	2,279	3,301	3,988	5,708	7,419	9,827
(C)	4-5	1,471	2,497	3,528	4,211	5,932	7,643	10,050
(D)	6-10	1,691	2,721	3,749	4,438	6,154	7,869	10,272
(E)	11-15	1,917	2,946	3,973	4,659	6,376	8,095	10,494
(F)	16-20	2,138	3,165	4,197	4,884	6,599	8,309	10,715
(G)	21 +	2,362	3,389	4,425	5,105	6,819	8,539	10,940
2023-2024								
		1	2	3	4	5	6	7
(A)	0-1	1,041	2,075	3,116	3,807	5,539	7,273	9,700
(B)	2-3	1,263	2,302	3,334	4,028	5,765	7,493	9,925
(C)	4-5	1,486	2,522	3,563	4,253	5,991	7,719	10,151
(D)	6-10	1,708	2,748	3,786	4,482	6,216	7,948	10,375
(E)	11-15	1,936	2,975	4,013	4,706	6,440	8,176	10,599
(F)	16-20	2,159	3,197	4,239	4,933	6,665	8,392	10,822
(G)	21 +	2,386	3,423	4,469	5,156	6,887	8,624	11,049

B-10 NPEA Delegates

P-1 Officers and duly elected or appointed delegates of the association will be excused from duty to attend official functions of the Pennsylvania State Education Association or the National Education Association up to a maximum of thirty-two (32) teacher days per year, with the deduction of the substitute's daily rate of pay for each day of absence billed to the Association.

P-2 The NPEA may elect to send annually up to three (3) delegates to the education conference sponsored by the Department of Education with the deduction of the substitute's daily rate of pay for each day of absence billed to the Association.

B-11 Emergency, Family illness and Personal Leave

P-1 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.

P-2 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, grandchild, step-parent, step-sibling, and step-child shall be included in the definition of immediate family.

P-3 Leave for urgent personal reasons may be granted up to a limit of six (6) half days or three (3) full days per year without loss of pay upon application to and approval by the Superintendent. These days may be taken without reason. One of these unused personal days may be carried over into the following year and will be permitted to accumulate to a maximum of eight (8) half days or four (4) full days total of unused personal days annually.

P-4 No more than three (3) days without reason can be taken in any one week. Days without reason may not be taken the first five (5) days of school nor the last five (5) days of school and may not be taken during District scheduled in-service days. A day without reason will not be granted for more than ten percent (10%) of each building staff for any one day.

P-5 Any unused personal days will be converted to sick days in the following years.

P-6 Other days of absence for personal reasons may be approved by the Superintendent which are neither emergencies nor urgent and for which a full deduction of the employee's per diem rate will be made for each day of absence.

P-7 Whenever a bargaining unit member shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days. The Superintendent may extend the period of absence with pay at his discretion as the exigencies of the case may warrant. Members of the immediate family shall be defined as father, mother, step-parent, brother, sister, son, daughter, step-child, husband, wife, grandchild, parent in law, child-in-law, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

P-8 Whenever a bargaining unit member is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for a period of three (3) days. The Superintendent may extend the period of absence with pay at his discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

B-12 Credit for First Years' Experience

P-1 For personnel hired after the beginning of the school year, credit for the first years' experience shall be established as follows:

If employment begins on or before October 31, credit for a full year is awarded.

If employment begins after October 31, but on or before March 1, a half-year credit is awarded.

If employment begins after March 1, no credit will be awarded.

For personnel leaving the District on approved leaves, credit for that years' experience will be as follows:

If employment terminated before October 31, no credit will be awarded.

If employment terminated after October 31 and on or before March 1, a half-year credit is awarded.

If employment terminated after March 1, a full-year credit is awarded.

B-13 Homebound Instruction

P-1 Teachers engaged in homebound instruction shall be compensated at the rate of:

2021-2022 \$33.33 per hour

2022-2023 \$33.66 per hour

2023-2024 \$34.00 per hour

plus the Internal Revenue Service rate per mile.

B-14 Miscellaneous Provisions

P-1 The Board reserves the right to annually determine if any or all of these positions should be continued.

P-2 The positions of Student Activities Treasurer and Graphic Art Advisor will be placed in Extra Duty at Level III.

B-15 Department Chairpersons

P-1 Department Chairpersons will be paid in accordance with the following factors:

1. Stipend for Number of Buildings

2021-22: \$50.50 per additional secondary building (Grades 7-12); \$50.50 per group of three elementary buildings.

2022-23: \$51.00 per additional secondary building (Grades 7-12); \$51.00 per group of three elementary buildings.

2023-24: \$51.50 per additional secondary building (Grades 7-12); \$51.50 per group of three elementary buildings.

2. Stipend for Number of Teachers

2021-22: \$50.50 per teacher in home building, \$25.25 per teacher in other buildings - Department Chairperson included in count.

2022-22: \$51.00 per teacher in home building, \$25.50 per teacher in other buildings - Department Chairperson included in count.

2023-24: \$51.50 per teacher in home building, \$25.75 per teacher in other buildings - Department Chairperson included in count.

3. Stipend for Experience

Years of Experience	2021-2022	2022-2023	2023-2024
0-1	\$1,817	\$1,835	\$1,853
2-3	\$1,965	\$1,985	\$2,005
4-5	\$2,120	\$2,141	\$2,162
6 +	\$2,270	\$2,293	\$2,316

P-2 The North Penn High School IMC Department Chairperson will receive the following:

2021-2022 \$550.00
2022-2023 \$556.00
2023-2024 \$562.00

P-3 The Board reserves the right to annually determine if any or all of these positions should be continued or modified.

B-16 IEP Preparation

Special education teachers shall be granted seven (7) hours of flex time credit each school year to devote to IEP preparation. Additionally, special education teachers shall be granted up to seven (7) hours free of other duties or assignments for the purposes of IEP preparation.

B-17 Professional Organization Reimbursement

The District will reimburse each Speech and Language Pathologist, Occupational Therapist and School Nurse who processes medical ACCESS funding paperwork for his or her license application fee or license renewal fee at the end of the school year in which the fee had been paid by the employee upon submission of proof of payment.

APPENDIX C
WORKING CONDITIONS

C-1 Dues and Payroll Deduction

- P-1 All Bargaining Unit Members will be paid through Direct Deposit at a bank designated by the employee.
- P-2 Professional association dues may be deducted over sixteen (16) successive pay periods upon authorization of the individual employee, with the first such deduction commencing within two (2) pay periods after the business office receives the authorization.
- P-3 Other payroll deductions offered by the District will include United Fund, United States Savings Bonds, North Penn Educational Foundation, and a minimum of five (5) tax sheltered annuity programs.
- P-4 W-2 statements for Bargaining Unit Members will only be distributed electronically by the District. Lump sum payments will be made on the first regular pay date following the last teacher workday of each school year.

C-2 Teacher Work Day

- P-1 The length of the teacher work day shall be uniformly established for all teachers as 7.5 hours, including lunch. Variations in actual starting and ending times may apply depending on specific assignment.

Of the three parent/guardian teacher conference days during the school year, one will be scheduled flexibly. Work hours and mode of conferencing (on site, virtual or phone) during that one flexible parent/guardian conference day shall be scheduled at the teacher's discretion with the goal of accommodating the majority of families. Bargaining unit members may schedule conferences any time during the day, afternoon, or evening up to 7.5 hours including lunch on that day. If virtual or via phone, the bargaining unit member has the option to conduct conferences from their workplace or home. Data will be collected over the course of the contract to determine the necessity of conferences being held outside of the traditional working hours.

C-3 Teacher Calendar

- P-1 The teacher work year shall consist of one hundred ninety-one (191) days.

If the teacher work calendar is changed after the initial adoption and a Bargaining Unit Member books a verifiable trip prior to the change, the Bargaining Unit Member would be permitted to use an emergency day.

One day will be used for preparation for the opening of school and one day will be used for the closing of school.

- P-2 The District shall be permitted to schedule teacher days on or after August 25th of each contract year except that effective for the 2023-2024 school year the District shall be permitted to schedule teacher days on or after August 23. The additional calendar days over one hundred eighty-seven (187) may be scheduled or utilized as flextime in accordance with guidelines approved by the Superintendent. Flextime requirements must be completed prior to June 1st of the current school year.

C-4 Meet and Discuss

- P-1 A team of the Superintendent, the Director of Human Resources, and three (3) Board members representing the Board will meet with a committee of six (6) members of the Association to discuss conditions of employment not covered in this contract.
- P-2 The items covered in the Collective Bargaining Agreement between the School Board and the Association will not be the subject of discussion for the meet and discuss sessions.
- P-3 The agenda of items suggested for discussion at any particular meeting must be submitted to the Superintendent not less than two (2) weeks prior to the date of the meeting. The meet and discuss sessions shall convene at a mutually agreed upon time, and last no longer than three (3) hours in duration.
- P-4 Nothing herein should be construed to prevent either side from adding on a "per session" basis other personnel who can contribute effectively to the topics under discussion.

C-5 Personnel Records

- P-1 Personnel records of Bargaining Unit Members in the Human Resources Office are available for inspection by the individual employee upon request forty-eight (48) hours in advance to the Director of Human Resources. The Director of Human Resources will maintain the confidentiality of specific confidential materials.

C-6 Notice of Next Year's Assignment

- P-1 All Bargaining Unit Members shall be advised tentatively of the nature of their assignment for the next year in writing not later than the last teacher day of school in June. The notice shall include the assigned school, grade, number, and title of courses to be taught. Necessary revisions of the assignment shall be communicated to the teacher by August 1st as a final notice. If changes in the assignment are made thereafter, they will be communicated as soon as they are ascertained.

If a change in an elementary assignment is made after August 1st in grade level, one (1) day of pay or flextime will be granted to the affected teacher. If a change in an elementary building assignment is made after August 1st, one (1) day of pay or flextime will be granted to the affected teacher. If a change in an elementary grade level assignment and building assignment is made after August 1st, two (2) days of pay or flextime will be granted to the affected teacher.

If a change in a secondary assignment of one period or more to a course not previously taught is made after August 1st, a prorated portion of one (1) day of pay or flextime will be granted to the affected teacher. If a change in secondary building assignment is made after August 1st, one (1) day of pay or flextime will be granted to the affected teacher. If a change in a secondary course assignment and building assignment is made after August 1st a prorated portion of pay or flextime and one (1) day of pay or flextime will be granted to the affected teacher.

Pay for purposes of this section shall be at the staff development hourly rate. The election of pay or flextime will be made by the Employer.

C-7 Professional Activities

- P-1 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 \$60.00 per activity scheduled for up to two (2) hours; \$90.00 per activity scheduled for up to three (3) hours; and \$120.00 per activity scheduled for up to four (4) or more hours. Examples of these activities are: variety nights, concerts, athletic events, picnics, class activities, and certain club activities.
- P-2 The parties agree that it is important to the mission of the North Penn School District that its professional staff perform activities that enhance the educational program of the District yet are flexible enough to reflect the individual skills of each member. Therefore, it is agreed that members of the professional staff shall engage in up to two (2) additional professional activities in addition to "Back to School Night" each school year that will achieve the desired goals of the parties. Such activities will be on an annual list compiled by the District in conjunction with the Association.

C-8 Release Time for NPEA President

- P-1 The President of the Association shall receive half-day release time. For secondary teachers, this means that no more than three (3) periods of teaching per day shall be scheduled and for elementary teachers, a half-time teaching load. Release time may also be used by the President to participate in District-wide committees, as mutually agreed upon by the Superintendent and NPEA President. In the event that it is determined by a court having jurisdiction over the District or by a regulatory agency, such as PSERS, that the release time for the NPEA President does not constitute retirement-covered compensation, the Association shall indemnify and hold harmless the District, its board members, successors, agents, employees, and assigns for all reasonable attorneys' fees, costs, assessments, sums of money, or any type of liability whatsoever, that may be incurred by the District as the result of the NPEA President engaging in any form of release time.

C-9 Preparation Time

- P-1 All elementary classroom Bargaining Unit Members shall be scheduled for a minimum of forty-five (45) minutes of preparation time during the student day for each seven and one-half (7.5) hour work day. All secondary classroom Bargaining Unit Members will be scheduled for one (1) period of preparation time during the student day for each seven and one-half (7.5) hour work day. Scheduled preparation time may be shortened or eliminated on a day abbreviated by a late arrival or early dismissal. Preparation time will include post observation conferences.

All teachers who engage in co-teaching at the elementary and secondary schools shall be guaranteed two (2) additional thirty (30) minute preparation periods per five (5) day work week during the work day to prepare for inclusionary practices and co-teaching planning.

The District shall endeavor to provide nurses who are Bargaining Unit Members a forty-five (45) minute preparation period during each regular work day to be used for parent contact, paperwork completion, health screenings, and other preparation activities appropriate for the position in question. Notwithstanding the foregoing, nurses shall at

all times remain available to deal with urgent or emergent situations so that student safety will not be compromised by the provision of such preparation time. All other non-classroom Bargaining Unit Members shall continue to have preparation time consistent with the practices in effect during the 2016-2017 school year.

C-10 Permanent Per Diem Substitutes

- P-1 The District shall hire and retain in each year of the Agreement fifteen (15) permanent per diem substitutes.
- P-2 The salary for a permanent per diem substitute shall be ninety percent (90%) of the Bachelor's step one salary. Permanent per diem substitutes shall be 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.
- P-3 Should a permanent per diem take a long-term substitute position, at the conclusion of the assignment, the member would be guaranteed a permanent per diem position for the remainder of the school year.
- P-4 Should a permanent per diem substitute become a temporary professional employee, the permanent per diem substitute shall retain any unused sick days accumulated as a permanent per diem substitute.

C-11 Assault

- P-1 The Board shall endeavor to work with the Association to create a safe working environment for Bargaining Unit Members. In the event a Bargaining Unit Member sustains a workplace injury caused by the actions of a student or students that is less than the seven (7) day elimination period in duration and that workplace injury caused by the actions of a student or students is covered pursuant to workers' compensation, the District will provide the equivalent of a District-paid sick day for the Bargaining Unit Member for the first three (3) days of the seven (7) day elimination period. The provisions of these supplemental sick/workers' compensation days would be regardless of the number of sick days in the Bargaining Unit Member's individual accumulated sick leave.

APPENDIX D
GRIEVANCE PROCEDURE

- P-1 PURPOSE: The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a five (5) step process which is described in the following paragraphs.
- P-2 DEFINITION OF A GRIEVANCE: A grievance shall mean a complaint by a member of the bargaining unit claiming that there has been an alleged misinterpretation, misapplication, or violation of the provisions of this Agreement.
- P-3 PROCEDURES:
- (a) An alleged grievance should, if at all possible, be resolved informally at the lowest administrative level.
 - (b) It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments, applicable rules and regulations of the Board, and directions of the administration, until such grievance and any effect thereof shall have been fully determined.
 - (c) The Board shall use every means at its disposal to assure to every professional employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional employment status.
 - (d) Any individual employee or group of employees shall have the right to present grievances and to have them adjusted without the intervention of the bargaining representative as long as (1) the adjustment is not inconsistent with the terms of this Collective Bargaining Agreement, and (2) the bargaining representative has been given an opportunity to be present at such adjustment.

Step I

- (a) An employee with a grievance shall discuss it first with his/her immediate superior, as defined herein, in an attempt to resolve it informally at that level. The immediate superior shall schedule a meeting with the grievant and/or his/her representative to be held within four (4) calendar days of notification to him/her by the grievant or his/her representative that a grievance is being presented. The immediate superior shall render a decision in writing not later than four (4) calendar days following the grievance discussion. If the immediate superior does not so schedule a meeting, the grievant may proceed to the next step.
- (b) The employee's immediate superior shall be deemed to mean the building principal.

Step II

If the action in Step I fails to resolve the grievance to the satisfaction of the grievant, the grievant may present his/her grievance to the appropriate director. The grievance, when presented in Step II, shall be in writing, in duplicate, and shall specify (a) the nature of the grievance, (b) the results of the previous discussions, and (c) the basis for his/her dissatisfaction with the decision previously rendered. The presentment of the grievance by the grievant shall be within three (3) calendar days of the written decision (Step I) with his immediate superior.

The appropriate director shall note the date and time of the meeting and initial both copies. The appropriate director shall hold a hearing with the grievant and/or his/her representative within seven (7) calendar days of receipt of the written grievance.

The appropriate director shall, before holding the hearing with the grievant and before rendering a decision, advise the bargaining representative, through the office of the Superintendent, of the pendency and nature of the grievance unless it is clear that the association is representing the grievant in the presentation of the grievance. When the employee is not represented by the association in the presentation of his/her grievance, the association (a) shall have the right to have a representative be present at the hearing before the appropriate director with the grievant and at subsequent grievance hearings to state the view of the association with regard to the grievance, and (b) the association shall be notified in writing of the disposition of the grievance at this and at all subsequent steps. The appropriate director shall communicate his decision to the grievant and bargaining representative in writing not more than seven (7) calendar days immediately following, but not counting, the day of presentation of the written grievance.

Step III

If the action in Step II fails to resolve the grievance to the satisfaction of the grievant, the grievant may request a hearing of the grievance by the Superintendent. The request shall be in writing addressed to the Superintendent reciting the matter submitted in the prior steps, no later than four (4) calendar days after receipt of the decision of the appropriate director (Step II). A copy of the request for a hearing before the Superintendent shall also be served at the same time on the appropriate director, who shall immediately forward a complete file to the Superintendent. The file will include copies of the employee's original statement, the present statement, the decision of the appropriate director, and any other pertinent information.

The Superintendent shall contact the grievant within five (5) calendar days of receipt of the grievant's written request for a hearing to set a hearing date. The hearing will be held within ten (10) calendar days after the date of the Superintendent's contact of the grievant. The Superintendent shall render a decision in writing within four (4) calendar days after the completion of the hearing, and shall communicate his decision to the grievant and bargaining representative in writing. In the event of a continued hearing, subsequent meetings must be scheduled without undue delay.

Step IV

If the action at the level of the Superintendent fails to resolve the grievance to the satisfaction of the grievant, the grievant may, within five (5) calendar days after receiving the Superintendent's decision (Step III), request that the matter be referred to the Board of School Directors. The request for review by the Board of School Directors shall be submitted in writing through the Superintendent, who shall forward the request within three (3) calendar days with the complete file to the Board.

The Board of Directors, or a committee thereof, shall schedule a hearing within one (1) calendar week of the date of receipt from the Superintendent of the "request for the referral of the matter to the Board of School Directors" at a mutually convenient time.

The Board, or a committee thereof, shall render a decision in writing within twenty-one (21) calendar days of receipt from the Superintendent of the grievant's request for the referral of the matter to the Board of School Directors or within two (2) calendar weeks of the completion of the hearing with the employee, whichever comes first.

Step V

If the action in Step IV fails to resolve the grievance, the Association may appeal the grievance to arbitration. The Association shall communicate its decision in writing to the Superintendent to appeal the grievance to arbitration not more than seven (7) calendar days immediately following receipt of the Board's decision. If the parties are unable to determine a mutually satisfactory arbitrator, either party may invoke Section 900 (I) of Act 195, Commonwealth of Pennsylvania, 1970, in order to select an arbitrator. The decision of the arbitrator shall be final and binding on both parties, provided however, that any decision of the arbitrator requiring legislation shall only be effective if such legislation is enacted. The cost of arbitration shall be shared equally by the Association and the board.

P-4 LIMITATIONS:

- (a) A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence.
- (b) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step.
- (c) Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. The time limits may be extended by mutual agreement in writing. Every effort shall be made, however, to process grievances as rapidly as possible, and the number of days indicated shall be considered as a maximum.
- (d) Failure to appear at a scheduled hearing without reasonable cause shall constitute abandonment of the grievance.
- (e) An extension of the time limits during any step of the procedure may be provided upon mutual agreement of both parties. To be considered, the extension shall be requested before the end of the established limits.

APPENDIX E
MISCELLANEOUS PROVISIONS

E-1 Separability Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law. But all other provisions or applications shall continue in full force and effect.

INDEX

Assault	25
Calendar (work year)	22
Credit for First Years' Experience.....	19
Department Chairpersons	20
Dues and Payroll Deduction	22
Emergency, Family illness and Personal Leave	18
Excise Tax Language.....	13
Extra-Duty Compensation	16
Grievances (Purpose, Definition, Procedure, Limitations)	26
Health & Safety MOU	30
Homebound Instruction	19
IEP Preparation.....	21
Insurances	8
Master's Equivalency	4
Meet and Discuss	23
Memorandum of Agreement for Paid Family Leave.....	31
Miscellaneous Provisions	19
National Board Certification.....	4
Notice of Next Year's Assignment	23
NPEA Delegates	17
Part Time Employee Benefits.....	12
Payroll.....	4
Permanent Per Diem Substitutes	25
Personnel Records	23
Preparation Time	24
Prescription Plan.....	12
Professional Activities	24
Professional Organization Reimbursement	21
Reimbursement for Course Work.....	15
Release Time for NPEA President.....	24
Salary Adjustments Due to Preparation Level Changes.....	3
Salary Schedule	5
Separability Clause	29
Sick Leave (Reimbursement Unused)	14
Sick Leave for Summer Assignments.....	16
Staff Development	16
Summer Teaching — Curriculum Development.....	16
Travel Expenses (in-District).....	14
Withholding Increments	4
Work Day.....	22

**NORTH PENN SCHOOL DISTRICT
Lansdale, Pennsylvania 19446-3906**

MEMORANDUM OF UNDERSTANDING

This Memorandum, which is not intended to be part of the Collective Bargaining Agreement between the parties, sets forth the mutual understanding between the North Penn School Board and the North Penn Education Association concerning the subject of Health and Safety.

In order to provide an ongoing forum to review health and safety issues, including concerns about unsafe or hazardous conditions, the parties agree to establish a Health and Safety Committee that will meet quarterly and will make recommendations to the Superintendent regarding issues of health and safety within the District.

The Superintendent will provide a timely response to the Committee's recommendations and the Committee will provide a year-end report to the Superintendent each year of the Agreement.

**NORTH PENN SCHOOL DISTRICT
Lansdale, Pennsylvania 19446-3906**

**MEMORANDUM OF AGREEMENT
PAID FAMILY LEAVE**

WHEREAS, the District is willing to implement a paid leave benefit as requested by the Association during negotiations; and

WHEREAS, the parties recognize that this benefit is an entirely new concept for the District with unknown impacts; and

WHEREAS, the parties agree to implement this benefit on an experimental basis.

NOW, THEREFORE, intending to be legally bound the parties agree as follows:

1. Effective July 1, 2022, bargaining unit members who have been employed for at least 12 months and have worked at least 1250 hours during the 12 months prior to the date of the commencement of a leave and who are expecting the birth or adoption of a child and will be the legal guardian of that child may be granted a child rearing leave of absence with pay which must occur during the first 12 months after the birth or adoption of the child.
2. The maximum length of paid leave to which a qualified bargaining unit member will be eligible will be 5 consecutive work days paid at the bargaining unit member's base daily rate.
3. The period of the paid leave shall be included within the maximum length of leave permitted for an unpaid child rearing leave under District rules and shall be included as part of the maximum available FMLA leave.
4. An employee on paid leave shall continue to pay the contractual health insurance employee premium share contribution with payment made in accordance with Appendix B, Section B-1 Insurances, Subsection P-7, of the Collective Bargaining Agreement.
5. An employee on paid leave shall not receive PSERS pensionable time for the period of the leave. It is understood that the final determination concerning this issue is made by PSERS.
6. An employee who is approved for a paid leave must return to employment for a period of at least 1 year after the end of the leave or will be required to re-pay the District 50% of the salary paid during the leave.
7. It is understood that the intent of this Memorandum of Agreement is that the 5 consecutive work days will be in addition to the 10 family sick days that a spouse of an employee has available per district practice to be used for the birth of a child.
8. This Memorandum of Agreement shall expire on June 29, 2024, so that as of that date no new leaves with pay can be granted and the benefit shall cease except employees who are on a paid leave as of that date will be permitted to conclude his/her leave and will continue to be subject to the requirements of paragraphs 2-6 above.