

Agreement

Between

Upper Merion Area Board of School Directors

and

Upper Merion Educational Support Professionals PSEA/NEA

2025-2026

2026-2027

2027-2028

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PREAMBLE

This Agreement is made and entered into by and between the Board of School Directors of the Upper Merion Area School District of King of Prussia, Pennsylvania, hereinafter called the “Board”, and the Upper Merion Educational Support Professionals, PSEA, NEA hereinafter called the “Association”.

WITNESSETH

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I **RECOGNITION**

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all Employees included in the Association as certified and determined by the Pennsylvania Labor Relations Board; PERA-R-25-11-E

The term “Employee(s)” as used in this contract shall apply to all full-time and regular part-time white-collar nonprofessional Employees including but not limited to accounts payable clerk, athletic trainer, attendance clear, curriculum and instruction clerk, cafeteria/playground aide, community mobilizer, coordinator of communications/media, coordinator of student accounting & access, culinary coordinator, data specialist, educational computer technician, food service specialist, graphics/receptionist, guidance clerk, guidance technician, in school suspension aide, instructional aide, instructional aide-computer lab, instruction aide-English as a second language, library assistant, library assistant-190 days, medical clerk, operations coordinator, personnel clerk, purchasing clerk, receptionist, secretary to director of student services/registrar, secretary to supervisors of special education, secretary-mail office, secretary to assistant principal, secretary to athletic director, secretary to building principal, secretary to directors of curriculum and instruction, security guard, special education clerk, staff nurse, systems data manager and technology systems specialist, and all Employees who have been or will be appointed to positions in the Upper Merion Area School District (“District”).

The following positions will not be covered by this agreement nor will Employees holding these positions be eligible to become members of the Association:

- Management level employees
- Supervisors
- First level supervisors
- Confidential employees; and
- Guards as defined in the Pennsylvania Public Employee Relations Act

ARTICLE II

DISCRIMINATION

The parties agree that they will not discriminate against any Employee because of age, sex, race, color, creed, national origin, religion, sexual orientation, Association activity, marital status or disability.

ARTICLE III

SCOPE OF AGREEMENT

- A. The Board and the Association agree that this Agreement represents the results of collective bargaining conducted under and in accordance with the provisions of Acts 195 and 88 and constitutes the entire Agreement between the parties for the duration of the Agreement; each party waiving the right to bargain collectively with each other with reference to any other subject, whether specifically covered herein or omitted herefrom, irrespective of whether the subject was mentioned or discussed during the negotiations which led to the execution of the Agreement, except, as otherwise agreed by the parties in writing.
- B. This Agreement shall terminate all prior Agreements, compensation plans and past practices by the representatives of the District and its Employees that may have existed prior to the effective date of this Agreement as it relates to the rates of pay, hours or terms and conditions of employment, other than those expressly set forth in this Agreement. Any future modification, supplementation, variation, or addition to this Agreement shall only be binding upon the parties if it is in writing and signed by them.
- C. The Board expressly reserves the right to make all decisions as to inherent managerial policy in all areas, in accordance with relevant law, including standardized services, overall budget, organizational structure, selection and direction of personnel, number of personnel required, utilization of technology, the right to classify, subcontracting is limited herein, reclassify or transfer personnel as deemed appropriate by the Board and/or Administration and the objectives to be achieved in areas where personnel covered by this Agreement are signed, except as modified by the provisions of this Agreement.
- D. The Board and Association acknowledge that matters of inherent managerial policy are not subject to the bargaining obligation.
- E. If the District is unable to maintain the prior fiscal year's level of funding due to a change or modification of the funding formula at the state or local levels, the parties agree to reopen the wages and salary provisions of this Agreement and renegotiate salaries that school year and each following school year of the current Agreement. Any salary reduction for each year cannot exceed the total amount of the actual deficit multiplied by the bargaining unit's total compensation percentage of the prior year's general fund budget.

- F. Real Estate Tax Language. Notwithstanding the compensation and benefits provisions contained in this Agreement, if, during the term of this Agreement, the Upper Merion Area Education Association agrees to reopen its Collective Bargaining Agreement on the basis that the District is unable to maintain the prior fiscal year's total level of revenues plus an additional 2% incremental increase in revenues as the result of: (1) legislation that substantively limits the right of the District to increase its revenues by raising taxes, such as through backend or frontend referendum provisions; or (2) legislation that substantively limits the District's real estate tax income through any methodology, including but not limited to preventing the District from filing or defending real estate tax assessment appeals, or through the process of binding arbitration, the UMESP Group agrees to modify the compensation and benefits provisions contained in this Agreement to parallel the modifications agreed to by the Upper Merion Area Education Association in the reopening of its Collective Bargaining Agreement based upon Paragraph 21.1.4 in the 2023-2026 Collective Bargaining Agreement between the District and the Upper Merion Area Education Association. In case of dispute, the District will be able to make modifications to parallel the concessions made by the Upper Merion Area Education Association.

ARTICLE IV

GRIEVANCE AND APPEAL PROCEDURES

- A. Definition of Grievance.
A grievance is defined as a claim that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.
- B. Time for Filing
A grievance to be considered in this Agreement must be initiated by the grievant in writing within ten (10) scheduled workdays from the time of its alleged occurrence.
- C. Informality of Proceedings
When submitting a written grievance, the following shall be provided by the aggrieved:
1. A grievance form, signed by the grievant.
 2. The day of the alleged violation.
 3. A summary of the specific facts that gave rise to the alleged violation.
 4. The sections or subsections of the Agreement alleged to have been violated.
 5. The relief requested.
 6. Date of informal hearing.
- D. Levels of Resolution
In the event that an Employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with their immediate supervisor/principal, either personally or accompanied by their Association representative, with the object being to resolve the matter informally.

E. Processing of Grievances.

Level One

If the grievant is not satisfied with the results of their informal discussion, they shall, within ten (10) scheduled workdays after the time of the alleged occurrence, file a written grievance with the Director of Human Resources or their designee. The Director of Human Resources or their designee shall review the grievance and shall respond within ten (10) scheduled working days from receipt of the grievance with a written decision on the matter.

Level Two

If the grievant is not satisfied with the decision by the Director of Human Resources or their designee, the grievance shall be referred to the Executive Committee of the Association which shall determine if the grievance has merit. If the committee should decide that the grievance has merit, the President of the Association shall refer the grievance within ten (10) scheduled workdays, from receipt of the Level One Decision, submit the grievance in writing to the Superintendent or their designee. The Superintendent or their designee shall review the grievance and shall respond within fifteen (15) scheduled workdays from receipt of the grievance with a written decision on the matter.

Final Level

If the Committee is not satisfied by the decision by the Superintendent's decision in Level Two, the Superintendent may submit the grievance to arbitration within fifteen (15) scheduled workdays from the date of the decision at Level Two. If the parties cannot agree as to the arbitrator, he/she shall be selected from a list of arbitrators provided by the PA Labor Board Bureau of Mediation in accordance with its rules which shall likewise govern the arbitration proceeding. The arbitrator shall have the authority to apply the provisions of this Agreement, and to render a decision on any grievance coming before them, but shall not have the authority to amend or modify this Agreement, or to make determinations in areas which are subject to negotiation or affect the taxing power of the Board nor make determinations on matters that must be adjudicated under a method of review prescribed by law or to render any determination that is contrary to public policy.

F. Arbitrator

The fees and expenses of the Arbitrator shall be shared equally by the parties. The expenses of witnesses, including wages, shall be borne by the party requiring the testimony of such witnesses.

G. Time Limits

The failure of an Employee to proceed to any subsequent step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the Board at any step to communicate its decision to the Employee within the specified time limits shall be

deemed a denial of the grievance and permit the Employee to proceed to any subsequent step. All time limits may be extended by mutual agreement in writing.

H. Resolution of Grievances by Peaceful Means

The Association for itself and its members guarantees that there will be no strikes, stoppage of work, slowdowns, picketing or refusals to perform assignments, or any other interference with or interruptions of the operation of the District during the term of this Agreement, and during the term of this Agreement District agrees that there shall be no lock outs.

ARTICLE V
SALARIES AND WAGES

A. 2025-2026, 2026-2027, and 2027-2028 Bargaining Unit Employees will receive increases from 2024-2025 annualized wage and/or hourly rates as set forth in Appendix "A".

B. An appropriate Certified Instructional Aide who substitutes for a professional employee shall receive, in addition to their regular per diem rate, for substituting for a professional Employee/teacher a \$50.00 stipend for a full day and a \$25.00 stipend for a half day.

C. New Job Classifications

When a new job classification, permanent or temporary, is created by the District, the District agrees to notify the Association. Such notice shall be given to the Association as early as practicable to allow the Association to meet with the District in an attempt to agree upon the wage rate for the new job. If the parties are unable to agree, the District will have the right to unilaterally establish the wage rate and fill the position without an opportunity of the Association to challenge the wage rate or the filling of the position. Upon the expiration of the collective bargaining agreement, the parties shall bargain an acceptable compensation rate for the job classification in question.

D. Effective July 1, 2025, each Employee will be paid in accordance with their classification and years of credited service in the classification as set forth on the wage scales in Appendix "A". Any member who is a full time 195 day/year or more employee will be paid over 26 or 27 pays depending upon the calendar. Any member who is a part time 195-day employee or less than a 195-day employee will be paid over 22 or 23 pays depending on the calendar. All salary payments will be made by direct deposit. Paper checks will not be issued except under circumstances approved by the business office.

E. Addendum A will be used to determine the rate for an Employee transferring to a higher paying classification.

- F. For purposes of pay, ten-month Employees hired on or before May 1 or twelve months Employees hired on or before May 1 or any Employee hired prior to May 1 of any year shall be entitled to a pay increase effective July 1 of the following year.

ARTICLE VI **INSURANCE**

- A. Employees Hired to Full Time Positions
Effective July 1, 2025 , all 10 and 12 month Employees contracted to work at least six (6) or more hours per day per week with at least thirty (30) or more hours per week or thirty (30) or more hours per week (“Full Time Positions”), their spouse, and their eligible dependents shall be eligible to enroll in the same health benefit plan, prescription plan, dental and vision insurance plan options with the same Board level premium contributions as provided to the professional Employees covered by the Upper Merion Area Education Association (UMA EA).
- B. Cafeteria Plan
As a method to permit Employees to pay for their share of Health Benefit Plan Premiums (and other eligible premiums) through pre-federal income tax instead of after-federal income tax contributions, the Board agrees to sponsor an Internal Revenue Code Section 125 Flexible Spending Account Plan. This sponsorship is contingent upon the same being permitted pursuant to law.
- C. No Duplication of Benefits – Husband and Wife Employees
If husband and wife are both Employees of the District, each is eligible for single coverage insurance benefits and either husband or wife is eligible for dependent coverage, but not both.
- D. Long-Term Disability
Any Employee, who is eligible for benefits, may at their option elect to receive long-term disability coverage at the Employee’s cost.
- E. Medical Waiver Payment
An Employee, who is eligible for medical benefits and opts out of all health care benefits, may receive a medical waiver amount equal to \$60.00 per month paid quarterly totaling \$720.00 per year in accordance with the Board’s Section 125 plan.
- F. Sick Leave
A total of 12 days per year will be available on July 1 of each year to all 12-month Employees. A total of 10 days per year will be available on July 1 of each year to all 10-month Employees. Sick leave shall accumulate without limitation. Employees are eligible to use up to four (4) sick days per year for the purpose of family illness. In order to be eligible for family illness, the individual must be an immediate family member as defined in the Section of this Agreement relating to Bereavement leave.

1. The District reserves the right to ask for a medical excuse from a bargaining unit member under the following conditions:

- a) When the bargaining unit member or the bargaining unit family's members has been ill for three (3) or more consecutive days
- b) When the bargaining unit member appears to be using sick days in a suspicious manner such as taking leaves before or after a holiday, on a professional development day, or Mondays or Fridays;
- c) When in the event the Employee has a history of being deceptive about the utilization of sick days or
- d) The Employee is part of an overall classification or District-wide pattern of taking days off on Mondays or Fridays.

G. Sick Leave Time

Sick leave time shall be based on the regularly scheduled hours worked per day. Sick leave shall be taken in half or full day increments.

H. If an employee is absent from work due to a job-related injury or illness and is determined by the Bureau of Workers' Compensation to be eligible for compensation under the Pennsylvania's Workers' Compensation Act, said employee has the option of electing to be compensated for the difference between Workers' Compensation benefits and their salary from their accrued sick leave and/or vacation leave. If the employee elects that the absence not be charged against their sick leave or vacation days there will be no deduction from said leave provision and no differential compensation will be made. However, if the employee seeks payment, the Employer will pay the difference between their wages and weekly benefit paid to him/her under the Pennsylvania Workers' Compensation Act and the Employer will deduct this proportionate share from said employee's accumulated sick leave and/or vacation leave. A Bargaining Unit Member will remain active after the applicable Family Medical Leave Absence period for a duration not to exceed twenty (20) months. If the leave from Upper Merion Area School District is longer than twenty (20) months post-FMLA, the Employer reserves the right to hire a full-time replacement and/or terminate the Bargaining Unit Member. The Bargaining Unit Member will remain covered by workers' compensation benefits for the duration of the Workers' compensation claim. The Bargaining Unit Member has the right to reapply for work with UMASD when physically permitted.

I. It is understood that the District reserves the right to deny the utilization of sick leave after an Employee exhaust his or her family and medical leave act entitlement as the District does not have an obligation to keep a job open more than the time period provided under the Family and Medical Leave Act.

ARTICLE VII

RIGHTS OF EMPLOYEES

A. Representation at Hearing

When an Employee is called into a conference or meeting related to disciplinary action, he/she may, at their option be accompanied by an Association representative. The above does not apply to inquiries of Employees by administrators/supervisors in the normal course of their work or when there is no disciplinary action contemplated. No disciplinary action will be taken unless an opportunity to have a representative be present has been offered to the Employee.

B. Confidentiality Respect in the Work Place

The District and the Association agree that any criticism by or of an Employee or agent of the District shall normally be made in private and not in the presence of students, parents or other public gatherings, except when safety is an issue.

ARTICLE VIII

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to specific written request, all published information concerning the financial resources of the District, including but not limited to annual reports and audits, register of certified personnel, preliminary budget, agenda and minutes of the public board meetings, census data, and such other published and heretofore compiled information as may reasonably assist the Association in its professional negotiations, its meet and discuss sessions with the school administration and the Board, and in the processing of any grievance or complaint under this Agreement. The Association, to the extent permitted by federal or state law.

B. Use of Facilities for Association Meetings

The Association and its representatives shall have the right to the use of school building facilities for meetings provided such facilities are then available and not assigned for other school or community purposes, the school is otherwise open, and provided a building custodian is otherwise on duty. Any such use must be consistent with and in compliance with applicable Board policy and preapproved by the building principal and the Director of Operations.

C. Bulletin Board

The Association shall have in each building, the use of a bulletin board in an appropriate area. The Association shall also be assigned reasonably adequate space on the bulletin board in the District office for Association notices. No signed material shall be posted on either of the above bulletin board unless it is signed by the President of the Association or a representative authorized by the President of the Association to post such material, which authorization shall be in writing, signed by the Association President, and given to the Principal of the school involved or the Director of Human Resources in the case of District office

personnel. Posted material must be consistent with and in compliance with applicable Board policy.

D. Use of Inter-School Facilities

The Association shall have the right to the reasonable use of scheduled inter-school facilities, daily staff announcements and school mailboxes, provided such use does not interfere with the District activities, which shall have priority over the Association's use of such facilities. Any such use must be consistent with and in compliance with applicable Board policy.

E. Association Business

For the purpose of conducting Association business, the President of the Association may be granted release time at the discretion of the Superintendent or their designee. To the extent that a substitute or substitutes are required, the Association shall reimburse the District for the cost of such substitutes.

ARTICLE IX
WORKDAY AND YEAR

A. Workday and Year

The number of hours and days worked per year are set forth below.

1. Lunch shall be thirty (30) minutes each full work day.
2. In the event of weather-related early dismissal days, full-time Employees will be released no later than one (1) hour after the student dismissal time at the assigned school.
3. Work Days Per Year for Bargaining Unit Members:

<u>Days Per Year</u>	<u>Description</u>
260 – 7.5 hours/day	12-month staff
220 – 7.5 hours/day	Elementary Building Secretary, Food Service Specialist, MS Main Office Secretary, Athletics Secretary, HS Assistant Principals Secretary
210 – 7.5 hours/day	Health Suite Clerk, HS/MS Attendance Clerk, MS Library Assistant, HS/MS Guidance Clerk
205 – 7.5 hours/day	Elementary Attendance Clerk, Culinary Coordinator

195 – 6.75 hours/day	Instructional Assistant, Job Coach, ESL Aide, Elementary Tech Aide, Lifeguard
190	7.5 hours/day: Staff Nurse, Receptionist, Security Guards, HS Library Assistant, Community Mobilizer and Athletic Trainer 6.75 hours/day ISS Aide 3.5 hours/day: Cafeteria Playground Aide

B. Part-time Employees – Hourly Employees

A part-time Employee is one who is employed for the full school year on an hourly basis and works less than six hours (6.0) hours per day or less than thirty (30) hours per week.

C. Overtime

If approved by the Superintendent or his designated representative in advance, all authorized work performed by non-exempt members of the Association in excess of forty (40) hours worked per week (Monday through Sunday), shall be paid at the rate of one and one-half (1 ½) the Employee's regular rate.

D. Security Guards

1. Security Guards may work various school related events or activities on non-scheduled student school days on an as needed basis. Events, activities and hours worked will be determined by the Administration.

2. Uniforms

The District will supply uniforms of a style and type determined by administration with input from Security Guards. All Security Guards must wear uniforms in accordance with all District and departmental policies. Full-time Security Guards are to work 37.5 scheduled hours of work per week as per the school calendar. Hours on non-weather-related early dismissals will be determined by the Administration in these instances. Part-time Security Guards will work hours as determined by the Administration.

E. Time Clocks

1. Any 195 day/year or less member, will punch a time clock and be paid from that direct collection of hours. Any member that works more than 195 days who is part time will punch a time clock and be paid from the direct collection of hours. Members who work more than 195 days/ year and are full time will enter their time into the time tracking system on at least a biweekly basis.

2. The grace period that will be programmed into the time clocks will be seven (7) minutes in accordance with best practices recommendations.

F. Probationary Employees

An Employee shall be probationary Employee until he or she has worked for at least ninety (90) calendar days. After completing a probationary period of ninety (90) calendar days, an Employee shall gain seniority status and his or her seniority date on the seniority list shall revert to the first day of the probationary period. The Employee who is filling his or her probationary period shall work under the terms of this agreement and shall be entitled to all benefits herein contained with the exception that both parties recognize that his or her employment is on a trial basis, and he or she may be terminated within the sole discretion of the Employer without legal remedy, including the grievance procedure or local agency act/school code remedy during said period. The District and Association may mutually agree to extend the probationary period for an additional ninety (90) days.

G. Holidays

The employee holiday schedule shall be set forth in Appendix “A” and consistent with the current 2025 – 2026 Employee Calendar.

An Employee will be entitled to holiday pay only if the employee works the scheduled work day immediately preceding and following the holiday, except in the case of an Employee who is scheduled to work but unable to do so due to certified illness or a pre-approved scheduled vacation. In the case of a certified illness, the Employee shall receive holiday pay, and the pay will not be charged against sick leave credits.

H. Continuing Education

The request for reimbursement must be approved by the immediate supervisor and pre-approved by the Superintendent or their designee in writing prior to enrollment in the course. Maximum reimbursement to any one Employee shall be at one hundred percent (100%), subject to an overall maximum of \$1,500 per school year. Opportunities for Employees to earn credentials that could lead to salary/classification advancement will not be unnecessarily denied.

I. Personal Leave Days

Members of the Association shall upon prior application be granted the following personal leave days in each school year, without loss of salary. Unused personal leave days shall be converted to accumulated sick leave and thereafter treated as such. Employees are not required to provide a reason when requesting a personal day off.

1. 12 month Full-Time Employees – 5 days
2. 11 month Full-Time Employees – 4 days
3. 10 month Full-Time Employees – 4 days

An Employee must apply to their supervisor/principal at least three (3) days in advance, unless the reason for such leave occurs within a lesser time. In the latter event, application must be made promptly upon the Employee's becoming aware of such leave.

Personal leave days taken immediately preceding or following a District holiday must receive prior approval from the Director of Human Resources.

J. Vacation

12- month Employees hired after July 1 in any year shall earn 1 1/12 day per month

1. During the 2nd, 3rd and 4th years of employment, the Employee shall receive 11/12 vacation days per month of active employment (11) days per year.
2. During the 5th, 6th and 7th years of employment, the Employee shall receive 13/12 vacation days per month of active employment or thirteen (13) days per year.
3. During the 8th and 9th years of employment, the Employee shall receive 14/12 vacation days per month of active employment of fourteen (14) days per year.
4. During the 10th and 11th years of employment, the Employee shall receive 16/12 vacation days per month of active employment or sixteen (16) days per year.
5. During the 12th year of employment, the Employee shall receive 17/12 vacation days per month of active employment or seventeen (17) days per year.
6. During the 13th year of employment, the Employee shall receive 18/12 vacation days per month of active employment or eighteen (18) days per year.
7. During the 14th year of employment, the Employee shall receive 19/12 days per month of active employment or nineteen (19) days per year.
8. During the 15th through 19th years of employment, the Employee shall receive 20/12 vacation days per month of active employment or twenty (20) days per year.
9. During the 20th years of employment and each year thereafter, the Employee shall receive 21/12 vacation days per month of active employment or twenty-one (21) days per year.
10. Earned vacation days may not be accumulated beyond December 31 of the year following the year in which they were earned.

11. Vacation days are not applicable to 10-month Employees.

K. Bereavement

1. The Board shall grant an Employee not in excess of five (5) days with pay for each death in the immediate family. "Immediate family" shall be defined as wife, husband, son, daughter, mother, father, sister, brother, parents-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, step-children, step-parents-in-law, step-children-in-law, or near relative who resides in the same household, or any person with whom the Professional Employee has made their home. Such absences shall be reported to the school on the first day. Additional time may be granted at the discretion of the Superintendent.
2. The Employee shall be entitled to two (2) days without loss of compensation in connection with bereavement for a grandparent, step-grandparent, brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law.
3. The Employee shall be entitled to one (1) day without loss of compensation in connection with bereavement for a first cousin, aunt, uncle, niece or nephew.
4. The District reserves the right to request documentation to establish the basis for the bereavement day which may include but not be limited to providing a copy of the obituary.

L. Distribution of Unused Sick/Vacation Leave Upon Retirement

1. When an Employee retires under any of the provisions of the Pennsylvania Public Schools Employees' Retirement Law from the District, the Board shall make the following payments as a non-elective employer contribution into each retiring Employee's account under the Plan in accordance with Internal Revenue Code Section 403(b)(3).
2. Any employer contribution equal to that Employee's per diem rate of pay times a maximum of 50% for up to 60 days of accumulated sick leave remaining at the end of the prior service year. The per diem rate will be calculated by using the actual number of contracted days.
3. Prior to the District's contributions being made, an account shall be established by the eligible Employee consistent with the District's Plan, designating one of more vendors from the list of vendors available to Employees under said Plan. All District contributions will be considered non-elective contributions and will be subject to the limits established by law for such accounts.
4. Further, if the District's non-elective contribution exceeds the limits established for the relevant Plan Year in which the Employee retires, the

District shall contribute as an employer non-elective contribution to one or more accounts described in the Plan and designated by the Employee an amount up to and equal to the established limits for such contributions in subsequent years for a period of the lesser of (a) five (5) years following the date of termination; or (b) until the benefit amount is exhausted. In the event the Employee dies before the benefits amount described above is exhausted, the remaining benefits shall be forfeited by such Employee.

M. Vacations

An Employee may not receive compensation for more than twenty-one (21) of their accumulated vacation days upon resignation or retirement. Twelve-month Employee who are employed for less than a complete school year due to termination of employment or being newly hired will receive vacation days on a prorated basis (example: 1% days per month based on an annual total of 21 days). The per diem rate of pay shall be calculated based upon the Employee's annual rate of pay at the time of separation.

N. Days Not Charged

Absence due to the direct act of a student shall be eligible to receive paid time off, with no deduction from the employee's paid time off, on the day of the injury and for up to two (2) additional work days immediately thereafter. Eligible injuries shall occur while actively within the employee's assigned duties and be defined as direct action including hitting, biting, pushing, stabbing, grabbing, throwing, tripping, and similar behaviors. To be eligible for days not charged against sick time:

Injuries shall be properly filed with the District's Workers' Compensation Insurance carrier.

Inability to work and/or requested accommodations shall be verified by a certificate from an employer-designated physician.

O. Child Bearing Leave

Childbearing Leave shall be defined as the period of time an Employee must be absent from her assigned duties due to pregnancy, childbirth, and recovery. Requests for Childbearing Leave shall be accompanied by a licensed and authorized physician's note certifying medical incapacity during the leave period.

At the termination of Childbearing Leave, the Employee will be returned to the same or similar position held prior to the leave. The Employee shall notify the District of her intent to return prior to the commencement of the leave, except that such notification can be delayed for a reasonable period following the commencement of the leave in the event of a documented medical emergency.

Upon returning to work at the termination of Childbearing Leave, all benefits and seniority accrued at the beginning of the Leave or accrued during any sick leave shall be reinstated.

Childrearing Leave.

Childrearing Leave shall commence at the conclusion of Childbearing Leave or at the placement of an adopted child. This leave shall be without pay and benefits unless the Employee is eligible for healthcare coverage under the Family Medical Leave Act ("FMLA"). The Employee may purchase healthcare coverage through the District's Health Benefit Plans, at their own expense. The combination of Childbearing and Childrearing Leaves shall not exceed sixteen (16) months.

The Employee shall return to the same or similar position he/she held prior to the leave. Prior to the leave, the Employee shall indicate their intent to return, except that this notification can be delayed for a reasonable period following commencement of the leave in the event of a documented medical emergency. Upon written request from the Employee, the District will extend the leave as long as notice is provided sixty (60) days prior to the initial return date or thereafter in the event of a documented medical emergency.

P. Family and Medical Leave

A year for FMLA purposes shall be deemed addressed on a rolling basis in according with District policy.

Q. Jury Duty

The Board agrees to pay an Employee who serves on jury duty their normal pay for the period of jury duty. Employees who serve on jury duty must supply the District with the check for compensation supplied by the court in order to receive their normal pay for the period of jury duty. Failure to do so will result in forfeiture of their normal pay for the period of jury duty.

R. Notice for Resignations

UMESP Employees shall provide fourteen (14) days' advance written notice to the District Administration when resigning from employment with the District. If fourteen (14) days advance written notice is provided, accumulated vacation will be paid based on Article IX, Section M. Failure to provide fourteen (14) days advance written notice will result in forfeiture of all vacation payout.

ARTICLE X
MILEAGE REIMBURSEMENT

The Employer agrees to pay Employees the IRS rate per mile for the use of personal vehicles in the performance of work assignments or other Employer business.

ARTICLE XI
VACANCIES

A. Posting and Assignments

1. Whenever a vacancy arises in the Association, the District administration will determine whether the position will be filled, eliminated, or modified.

For the purposes of this section, “vacancy” means a position which becomes available as the result of the retirement, resignation, transfer, death, or dismissal of a current Employee or as a result of the creation of a new or revised position. A notice shall be sent on the District’s email system before filling such vacancy, except in the event of an emergency or a temporary position. The vacancy period shall be at least five (5) calendar days. For the two (2) week period before the start of the school year, the posting period will be 2 calendar days.

2. The notice will include the title, salary, classification and minimum qualifications for the position.
3. Vacancies shall be filled by the best qualified applicant as determined by the Board.
4. All applicants from the Association who apply for a vacancy will be notified in writing by the Superintendent or his designee of the action taken prior to the filling of the vacancy.
5. The vacancy will be filled as soon as a qualified person is available.
6. The District will provide written notification to the successful candidate informing them they have been offered the position.
7. The posting period may be waived for instructional aide vacancies when a vacancy needs to be filled because of a student’s special education needs for a student who has an IEP that needs to be serviced in accordance with law, subject to approval by the Association, which shall not be unreasonably withheld

B. Involuntary Transfers

For involuntary transfers involving building assignments, and/or shift changes where the start time is altered more than two hours, the impacted Employee will be given a minimum of three (3) working days’ notice, when practical or not required to address a special education need, of a transfer involving a permanent change in the Employee’s work assignment. An Employee receiving a permanent change in assignment will receive an explanation in writing of the basis and need for the change, to the extent that confidentiality requirements will permit the same.

ARTICLE XII

LEAVE OF ABSENCE

A. Participation in Association Affairs

An unpaid leave of absence not to exceed two (2) years shall be granted upon application, to any Employee for the purpose of serving as a salaried member of the staff of any such Association-related organization, provided that no more than one Employee shall be on such leave at any one time. A person on such a leave shall not be an Employee of the District for any purpose whatsoever. An individual

on Association leave may return to the employment of the District any time during the leave provided notification is given to the District at least 30 calendar days prior to the date of return. Upon return, such Employee shall be entitled to an assignment at a salary commensurate with the salary classification enjoyed prior to the time of such leave.

B. Personal Leave of Absence

Any Employee with a minimum of three (3) years of service may request a personal leave of absence without pay or benefits of up to one (1) year. Employees who are benefit eligible shall be able to purchase District sponsored insurance in accordance with COBRA as set forth in this Agreement at their own expense. Approval of such leave is at the discretion of the Superintendent or their designee. If needed, an extension may be requested. Such requests must be submitted in writing at least 30 days prior to the commencement of the leave, except in case of emergency.

Upon return from leave the Employee shall retain all unused sick leave or vacation accumulated to the date the leave began. Seniority shall be reinstated upon Employee's return to work.

C. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing. Extensions and renewals of leave shall be at the discretion of the Superintendent or their designee.

ARTICLE XIII
EVALUATION AND PERSONNEL FILES

A. Right to View Personnel and Grievances Files

An Employee may review the contents of their personnel file, in accordance with the requirements of the Pennsylvania Inspection of Employment Records law (Act 286 of 1978). Employees can review applications for employment, wage and salary information, notices of accommodations, warnings or discipline, fringe benefit information, leave records, employment history (including salary, job title, and dates of changes), retirement records, attendance records, and performance evaluations. Records related to criminal investigations, letters of reference, documents prepared for legal proceedings and medical records are not permitted for review. Bargaining members can take notes but cannot remove, copy or mark the documents. Employees shall have the right to provide rebuttals of disciplinary actions or memoranda included in their personnel files.

ARTICLE XIV
STATUTORY SAVINGS CLAUSE

The parties are aware that Section 703 of the Public Employee Relations Act provides as follows:

“The parties to the collective bargaining process shall not effect or implement a provision in a collective bargaining agreement if the implementation of that provision would be in violation of, or inconsistent with, or in conflict with any statute or statutes enacted by the General Assembly of the commonwealth of Pennsylvania or the provisions of municipal home rule charters. ”

ARTICLE XV
PAYROLL DEDUCTIONS FOR ASSOCIATION DUES

The Board shall deduct from the salary of the Employee membership dues of the Association and transmit the deductions to the Association, provided the Board has been presented with appropriately certified/attested list of bargaining unit members and the annual amount of their membership dues deductions, so long as that certified and attested to form is provided to an authorized representative of the District’s business office on or before September 30. Should the attestation/certification form be presented after September 30 of each year, the District will not be required to engage in dues deductions for the year in question. For Bargaining unit members who are hired after September 30 of each school year, UMESP will provide new hire deduction information to the Payroll Office for processing. The deduction of dues will begin to be processed with the first payroll that occurs two weeks after the notification to the Payroll Office. It is understood that the Association will separately maintain payroll authorization cards on an annual basis. The monies deducted in accordance with this Article shall be transmitted to the Association on a monthly basis, so long as the attestation/certification prerequisites are met.

- A. The Association shall indemnify, defend and hold the board, administrative Employees and each individual board member harmless from any and all claims, demands, suits, costs, expenses, or other forms of liability including but not limited to claims for back pay, court, attorney or other administrative agency costs that shall arise out of or by reason of action taken by the board of its Employees to comply with the provisions of this Article, including but not limited to the imposition of dues deductions. The District reserves the right to assign counsel to defend any such action at the expense of the Association.

It is understood that the District has no responsibility to capture amounts in arrearages and that dues deductions will only be taken from bargaining unit Employees on a paid status. The District shall have the right to only honor modifications to payroll deductions if an Employee transfers to another position of employment in the District that is not covered pursuant to the collective bargaining agreement or in the event that written revocation, with thirty (30) days’ notice, is submitted to the board and the Association prior to such expiration.

ARTICLE XVI **SEVERABILITY**

In any provision of this Agreement or any application of any of its terms to any Employee or group of Employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XVII **SENIORITY**

A. Definition

Seniority shall be defined as the length of continuous service from the first day of hire by the District in a bargaining unit position. Seniority for bargaining members who are part-time Employees, defined as less than thirty (30) hours for purposes of seniority, shall be retained as a separate list for layoff and recall purposes. Should a part-time Employee be hired to full-time status, the member seniority shall be based upon the time actually worked by such part-time Employee, and shall be in proportion to the amount of time worked by the full-time Employees in the same classification of the bargaining unit.

B. Instances causing a break in Seniority

Seniority causing a break in Seniority:

1. Resignation;
2. Discharge for cause;
3. Is laid off for more than one year;
4. Is absent without authorization or notification to the District for three (3) consecutive work days or more;
5. Fails to return to work within five (5) work days after receiving written notification of recall from layoff by registered or certified mail;
 - a) Is disabled and unable to provide services as an Employee for three (3) months;
 - b) Fails to return to work as scheduled from a leave of absence;
 - c) Retirement;
 - d) Fails to return to work following a disciplinary suspension.

C. Same Date of Hire

Employees hired on the same date or with equal seniority shall be placed on the seniority list in such order as may be determined based upon their time of hire or placement of hiring on the agenda.

D. Seniority List

The Human Resources Department will provide the seniority list for Association members as of January first of each year. A copy of the seniority lists shall be sent to the President of the Association.

ARTICLE XVIII
LAYOFF AND RECALL

- A. When the School District reduces the number of Employees, the least senior Employees shall be laid off. Any full-time Employees whose job is eliminated may displace the least senior Employee in the same or lower classification provided they possess the qualifications necessary to perform the duties of the job and have more seniority. For the purpose of layoff, the order of classification shall be Executive Secretary, Secretary, Hourly Employees, Instructional Aides, Staff Nurse. All other Employees included in the bargaining unit may bump the least senior Employee in their job classification.

A full-time Employee displaced by a full-time Employee may displace the least senior full-time or part-time Employees in a lower classification provided they possess the qualifications necessary to perform the duties of the job and have more seniority. Which is provided they possess the necessary skill, training and ability to perform the available work.

- B. If any Employee bumps into another job classification, he/she shall have a thirty (30) day period in which to demonstrate satisfactory service in that new job classification. If satisfactory service is demonstrated within thirty (30) days of bumping, the rights of Employee, along with seniority credit and all other rights of employment shall be transferred permanently to that new job classification. If the Employee does not demonstrate satisfactory service within thirty (30) days of bumping, he/she shall be placed on the layoff list until a position is open in a job classification for which the Employee is qualified. Notwithstanding the foregoing, one on one aides providing services to a student may not be subject to the strict seniority rule as the District Administration will attempt to bypass the system so as to preserve as many one-on-one aides providing services to their students as possible without creating, bumping or other staffing/student changes in the layoff process.

C. Recall

1. Should a vacancy occur after the bidding process for a job within the Association, first preference shall be given to the last furloughed Employee who meets the qualifications necessary to perform the duties of the job unless the Employee has been laid off or a period of in excess of one (1) year. Each classification provided

in this contract will individually be considered as a classification for purposes of layoff and recall.

2. Employees being recalled shall be notified in writing via a certified letter sent to the last address given to the School District by the Employee. Employees have five (5) working days to accept after recall notice has been received.
3. In order to be considered on the recall list, Employees will need to affirmatively write to the Human Resources Office of the District and provide their full name, address, email address, phone number and a statement of intent to be considered for recall. In the event that this request is not annually performed, the Employee will no longer be eligible for recall.

ARTICLE XIX

DISCHARGE AND DISCIPLINE

- A. No Employee shall be discharged, suspended, or reduced in rank or compensation without good cause. The Employee and the Association will be informed promptly in writing of the basis for any such action. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein and set forth. New hires will not be covered by the good cause provision during the initial ninety (90) day probationary period.
- B. In the event an Employee were to be reprimanded, either verbally or in writing, the Employee will not be permitted to grieve such verbal or written reprimand. If, however, the Employee is discharged or suspended at a later time as the result of receiving either a verbal and/or written reprimand, the Employee, through the Association shall have the right to raise in the grievance and/or arbitration proceeding challenging the discharge or suspension the Employee objections to the verbal or written reprimand as if it were capable of being grieved pursuant to this Agreement.

ARTICLE XX

MISCELLANEOUS

- A. Safety
The Employer recognizes the importance of safety provisions on the job for the protection of health, safety and welfare of each Employee and also to correct unsafe working conditions. These issues of safety are to be addressed exclusively through the District's already established safety committee. A representative of the Association will have a seat on the work place safety committee.
- B. In-Service Training
The Upper Merion School District will provide in-service training for Employees as determined necessary by the Administration. The in-service training could cover new office procedures, the use of technology for administrative use, or any other area where there is determined to be a need. The District can mandate employee attendance at such professional development.

ARTICLE XXI
TERM OF AGREEMENT

This Agreement shall be effective ____, 2025 (or as otherwise adjusted) and shall terminate June 30, 2028.

UPPER MERION EDUCATIONAL SUPPORT
PROFESSIONALS, PSEA, NEA

UPPER MERION AREA
SCHOOL DISTRICT

Upper Merion Area School District - Addendum A – UMESP Salary Addendum

Employees will receive salary increases effective July 1 as follows. Employees must have satisfactory service to be eligible for a salary increase.

2025-26 – 4.5%

2026-27 – 4.5%

2027-28 – 4.5%

The table below will be applicable for new hire/ transfer starting rate. New hires/transfers will be assigned a starting rate within the parameters below, based on experience, between the minimum rate and the target rate.

Level		Min	Target	Max
1. Confidential & Technology Management Group				
CT1		\$60,000	\$75,000	\$90,000
CT2		\$52,000	\$65,000	\$78,000
CT2		\$41,600	\$52,000	\$62,400
2. Auxiliary Personnel (10-month Professional Staff)				
AUX 2		\$41,600	\$52,000	\$62,400
AUX 3		\$24.00	\$30.00	\$36.00
3. Support Staff Positions				
SS 1		\$18.00	\$25.00	\$30.00
SS 2		\$18.00	\$23.50	\$28.20
SS 3		\$18.00	\$22.00	\$26.40
SS 4		\$18.00	\$20.50	\$24.60
SS 5		\$18.00	\$20.00	\$20.96
4. Instructional & Non-Instructional Assistants				
ASST 1		\$18.00	\$22.00	\$24.20
ASST 2		\$18.00	\$20.30	\$23.10

Breakdown of Positions by Category

1. Confidential & Technology Management Group

CT 1

- Coordinator of Communications Media
- Educational Computer Technician #1
- Systems Data Manager
- Technology Systems Specialist

CT 2

- Operations Coordinator
- Secretary to Directors of C&I and Director of Technology
- Secretary to Director of Student Services/ District Registrar

CT 3

- Coordinator of Student Accounting and ACCESS Program
- Data Specialist
- Educational Computer Technician #2

2. Auxiliary Personnel

AUX 2

- Athletic Trainer
- Community Mobilizer

AUX 3

- Staff Nurse (formerly Health room Assistant)

3. Support Staff Positions

SS 1

- Culinary Coordinator
- Food Service Specialist
- Guidance Technician
- Secretary to Elementary Principal*
- Secretary to HS Principal
- Secretary to MS Principal

SS2

- Accounts Payable Clerk
- Purchasing Clerk
- Secretary to Athletic Director
- Secretary to HS Assistant Principal
- Secretary to MS Assistant Principal (Upper & Lower)
- Secretary to Supervisor of Special Education

SS3

- Attendance Clerk – Elem
- Attendance Clerk – HS
- Attendance Clerk – MS
- C&I Clerk
- Guidance Clerk
- Library Assistant – HS
- Library Assistant – MS
- Main Office Secretary – MS
- Medical Clerk – HS & MS
- Personnel Clerk
- Security Guard
- Special Education Clerk

SS4

- Receptionist – MS
- Receptionist – Admin. Building

SS5

- Cafeteria-Playground Aide
- Lifeguard

4. Instructional & Non-Instructional Assistants

ASST1

- Elementary Technology Aide
- ISS Aide
- Special Ed Instructional Assistant #1
- Job Coach

ASST2

- ELL Instructional Assistant
- Instructional Aide
- Special Ed Instructional Assistant #2

**Secretary to Elementary Principal* will receive up to 130 hours/summer to work from their buildings in preparation for the following school year.

APPENDIX "A"

12 MONTH - 260 DAYS

** July 1 - August 1, 2025	20 Days @	7.50	Hrs.	=	150.00	
August 4 - August 28, 2025	18 Days @	7.50	Hrs.	=	135.00	
*** August 29, 2025	0 Days @	0.00	Hrs.	=	0.00	**
September 1 - November 25, 2025	62 Days @	7.50	Hrs.	=	465.00	<u>Summer</u>
November 26, 2025	1 Days @	6.00	Hrs.	=	6.00	<u>Days -</u>
November 27 - December 22, 2025	18 Days @	7.50	Hrs.	=	135.00	1900
December 23, 2025	1 Days @	6.00	Hrs.	=	6.00	hour
December 24 - December 25, 2025	2 Days @	7.50	Hrs.	=	15.00	
December 26, 2025	1 Days @	7.50	Hrs.	=	7.50	
December 29 - December 30, 2025	2 Days @	7.50	Hrs.	=	15.00	
December 31, 2025 - March 27, 2026	63 Days @	7.50	Hrs.	=	472.50	
March 30, 2025	1 Days @	5.50	Hrs.	=	5.50	
March 31 - April 2, 2026	3 Days @	5.00	Hrs.	=	15.00	
April 3, 2026 - June 30, 2026	63 Days @	7.50	Hrs.	=	472.50	
Totals	255 Days				1900.00	

employees not req'd to work July 11, 18, 25, August 1 and 8, 2025

*** Non-work day: August 29, 2025

November 26, 2025 and December 23, 2025 - 90 Minute Early Dismissal (1/2 Hour Lunch)

**NOTE: Work days noted as less than 7.5 hours/day
do not apply to employees who work less than 1900 hours/per year.**

Paid Holidays @ 7.5 Hrs.

July 4, 2025	January 1, 2026
September 1, 2025	January 19, 2026
September 23, 2025	February 16, 2026
October 2 and 20, 2025	March 20, 2026
November 27 and 28, 2025	April 3, 2026
December 24 and 25, 2025	May 25, 2026
December 31, 2025	June 19, 2026

**ALL OPTIONAL HOLIDAYS CHANGED
FROM**

September 23, 2025; October 2, 2025 October 20, 2025;
December 31, 2025; March 20, 2026 and June 19, 2026

220 DAYS

August 5, 2025 - December 31, 2025	96 Days @	7.50 Hrs. =	720.00
November 26 and December 23, 2025	2 Days @	6.00 Hrs. =	12.00
January 1, 2026 - June 29, 2026	122 Days @	7.50 Hrs. =	915.00

Totals

220 Days
1647.00

November 26, 2025 and December 23, 2025 - 90 Minute Early Dismissal (1/2 Hour Lunch)

Paid Holidays @ 7.5 Hrs

September 1, 2025	January 19, 2026
November 27 and 28, 2025	February 16, 2026
December 24 and 25, 2025	April 3, 2026
January 1, 2026	May 25, 2026

Unpaid Days

August 8 and 29, 2025
September 23, 2025
October 2 and 20, 2025
December 26, 29, 30 and 31, 2025
March 20, 30 and 31, 2026
April 1 and 2, 2026
June 19, 2026

210 Days

August 11 – December 31, 2025	93 days@	7.5 Hrs =	\$697.50
November 26 and December 23, 2025	2 days @	6.0 Hrs =	\$12.00
January 1 – June 17, 2026	115 days @	7.5 Hrs =	\$862.50
Totals	210 Days		\$1,572.00

November 26 and December 23, 2025 - 90 Minute Early Dismissal (1/2 Hour Lunch)

Paid Holidays @ 7.5 Hours

September 1, 2025	January 19, 2026
November 27 and 27, 2025	February 16, 2026
December 24 and 25, 2025	April 3, 2026
January 1, 2026	May 15, 2026

Unpaid Days

August 29, 2025
September 23, 2025
October 2 and 20, 2025
December 26, 29, 30 and 31, 2025
March 20, 30 and 31, 2026
April 1 and 2, 2026

205 DAYS

August 14 - December 31, 2025	90 Days @	7.5 Hrs.	=	675.00
November 26 and December 23, 2025	2 Days @	6.0 Hrs.	=	12.00
January 1 - June 15, 2026	113 Days @	7.5 Hrs.	=	847.50
Totals	205 Days			1534.50

November 26, 2025 and December 23, 2025 - 90 Minute Early Dismissal (1/2 Hour Lunch)

Paid Holidays @ 7.5 Hours

September 1, 2025	January 19, 2026
November 27 and 28, 2025	February 16, 2026
December 24 and 25, 2025	April 3, 2026
January 1, 2026	May 25, 2026

Unpaid Days

August 29, 2025
 September 23, 2025
 October 2 and 20, 2025
 December 26, 29, 30 and 31, 2025
 March 20, 30 and 31, 2026
 April 1 and 2, 2026

195 DAYS

August 18 – December 31, 2025	86 Days @	6.75	\$580.50
November 26 and December 23, 2025	21 Days @	5.25	\$10.50
January 1 – June 12, 2026	107 Days @	6.75	722.25
Totals	195 Days		1313.25

November 26 and December 23, 2025 – 90 Minute Early Dismissal

Flex Day: Only eligible if you participated in Summer Workshops
January 2, 2026

PAID HOLIDAYS

September 1, 2025	January 1, 2026
November 27, 2025	February 16, 2026
November 28, 2025	April 3, 2026
December 25, 2025	May 25, 2026

UNPAID (NON-WORK) DAYS

August 21, 22 and 29, 2025	February 13, 2026
September 23, 2025	March 20, 2026
October 2 and 20, 2025	March 30 and 31, 2026
December 24, 26, 2025	April 1 and 2, 2026
December 29, 30 and 31, 2025	April 6, 2026
January 19, 2026	May 19, 2026

PLEASE NOTE: All 195 day employees are EXPECTED TO ATTEND in-service activities on:

August 18, 2025	November 4, 2025
August 19, 2025	January 2, 2026 (FLEX OPPORTUNITY)
August 20, 2025	February 12, 2026

All 195 day employees are NOT required to attend in-service activities on:

February 13, 2026
May 19, 2026
April 6, 2026

190 DAYS

August 20, 2025 Mandatory In-Service Day

August 25, 2025 First Work Day

November 26 and December 23, 2025 Early Dismissal Days

June 12, 2026 Last Work Day

Paid Holidays

September 1, 2025 January 1, 2026

November 27, 2025 February 16, 2026

November 28, 2025 April 3, 2026

December 25, 2025 May 25, 2026

Unpaid Days

** August 18, 19, 21, 22 and 29, 2025 January 2 and 19, 2026

September 23, 2025 February 12 and 13, 2026

October 2 and 20, 2025 March 20, 30 and 31, 2026

November 4, 2025 April 1, 2 and 6, 2026

December 24, 26, 29, 30 and 31 May 19, 2026

PLEASE NOTE:

**** THIS SCHEDULE REFLECTS A MANDATORY INSERVICE DAY IN AUGUST OF EACH YEAR. HOWEVER, 190 DAY EMPLOYEES MAY BE CONTACTED BY THEIR BUILDING PRINCIPAL AND/OR SUPERVISOR IF THIS DATE COULD BE CHANGED TO REFLECT THE NEEDS OF THEIR BUILDING AND/OR DEPARTMENT.**