

AGREEMENT

ON

TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

BOARD OF SCHOOL DIRECTORS

OF

THE LOWER MORELAND TOWNSHIP SCHOOL DISTRICT

AND

LOWER MORELAND TOWNSHIP EDUCATION ASSOCIATION

2008-2009

2009-2010

2010-2011

2011-2012

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LOWER MORELAND TOWNSHIP SCHOOL DISTRICT
Huntingdon Valley, Pennsylvania 19006

AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

This Agreement entered into this 17th day of June, 2008, by and between the BOARD OF SCHOOL DIRECTORS OF THE LOWER MORELAND TOWNSHIP SCHOOL DISTRICT (hereinafter referred to as the “Board”) and the LOWER MORELAND TOWNSHIP EDUCATION ASSOCIATION (hereinafter referred to as the “Association”) shall be deemed to be effective as of September 1, 2008 and shall set forth the terms and conditions under which the professional employees shall be employed by the Board of School Directors for a term of four (4) calendar years for school years 2008-2009, 2009-2010, 2010-2011 and 2011-2012. It is understood and agreed that the terms and conditions of employment herein agreed upon shall extend for the duration of this Agreement and that neither party will seek to change, modify or amend the Agreement during this period of time except by written mutual consent.

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all full-time and regular part-time employees and long-term substitutes, included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board.

ARTICLE II
CONDITIONS OF EMPLOYMENT

A. Calendar

The Board has heretofore adopted a calendar reflecting one hundred eighty-nine (189) days of which one hundred eighty-seven (187) days are actually scheduled as the employee work year. It has previously approved the usual hours required of professional employees at seven and one-half (7 ½) continuous hours per day and such number of days and such hours of duty shall be continued for the school years covered by this Agreement.

B. Hours of Work

The hours for performance of teaching duties in each of the schools operated by the Board shall be set forth in Board Policy. Hours for all in-service days shall be established and published by the first orientation day of each school year.

C. Preparation Time

Instructional employees shall be entitled to a minimum of approximately forty (40) minutes of uninterrupted continuous preparation time during each pupil day. Kindergarten and special subject teachers' preparation time may be two (2) segments. Each part-time teacher has been and is herewith assured that a twenty (20) minute preparation period shall be scheduled subject to the same conditions as the preparation period scheduled for all full-time teachers. The Administration may utilize one preparation period per week to schedule meetings for administrative purposes or for principal initiated parent meetings. One day's notice shall be given with an alternate date or time, if possible. Preparation time, however, other than set forth above may be utilized for post-observation meetings by observers, no more than once per week and no more than nine (9) times per year, and may be utilized by teachers for parent contact meetings scheduled by the teachers.

D. Non-Discrimination

The District and the Association agree not to discriminate against any employee on the basis of race, sex, creed, color, age, religion, marital or parental status, national origin, sexual orientation, or political affiliation and/or beliefs.

E. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he or she may have under the Public School Code of 1949, as amended, or any new Public School Code which becomes effective during the term of this Agreement, which shall be deemed to be incorporated in this agreement by reference.

ARTICLE III
EMPLOYEE RIGHTS AND RESPONSIBILITY

A. Professional Staff Seniority

1. Seniority means the status of a tenured professional employee with respect to total length of service with employer as a professional or temporary professional employee. Seniority shall be computed from the professional employee's first day worked since most recent day of hire. Section 1125.1 of the Pennsylvania Public School Code shall determine seniority and rights of professional employees within the District.
2. For purposes relating to the reassignment of a full-time professional employee to a part-time professional employee, whether deemed to be a suspension or demotion, unless an appellate court decision advises that such a reassignment is not controlled by Section 1125.1 of the Pennsylvania Public School Code, such reassignment shall be by seniority. In the event a reduction in force is necessary,

the following will be used to determine seniority rank in the Lower Moreland Township School District for all professional and temporary professional employees hired after July 1, 2004. The present seniority list shall remain in effect for all employees hired prior to July 1, 2004.

- a. In the event two or more professional employees began work on the same date, their seniority rank shall be determined by the length of any prior service with the District as a long-term substitute.
 - b. In the event two or more professional employees had an equal length of prior service as a substitute, their seniority rank shall be determined by the date their contract was approved by the Board.
 - c. In the event two or more employees' contracts were signed on the same date, their seniority shall be determined by the date of the professional application.
 - d. In the event two or more employees' applications bear the same date, their seniority shall be determined by lottery.
3. A seniority list shall be prepared as of June of each year. A copy of this list shall be given to the Association.

B. Evaluations and Rating

1. Ratings of professional employees shall be SATISFACTORY, SATISFACTORY-NEEDS IMPROVEMENT, or UNSATISFACTORY
2. Individual rating shall not be the subject of the contract grievance pursuant to this paragraph.

C. Unsatisfactory Ratings

1. When professional employees receive an initial unsatisfactory rating, the District will withhold their scheduled step increase in salary. The salary of an employee at maximum salary will be frozen. Such a decision is subject to the grievance procedure contained in this Agreement. The District's decision to withhold an increase shall be upheld unless it is determined that the District's action was arbitrary, capricious, or not substantiated. In the event that employees attain a satisfactory rating after receiving an initial unsatisfactory rating, they shall be prospectively placed on the salary schedule as if they had not received an initial unsatisfactory rating. The result of the salary withhold is that employees assessed the same shall forfeit the step increase in their salary that they would have received during the time period following the unsatisfactory rating prior to the issuance of a satisfactory rating.

2. Employees who receive an unsatisfactory rating shall be required to participate in a program to help eliminate identified deficiencies in their job performance, subject to the following provisions:
 - a. Employees shall be granted adequate time to correct identified deficiencies in their job performance prior to receiving a second formal rating;
 - b. A minimum of four (4) formal observations with conferences must have occurred prior to the issuance of a second formal rating;
 - c. A mentoring program shall be devised for an employee by the employee, building principal, subject area coordinator and Superintendent and/or their representative;
 - d. In order to correct deficiencies in employees' job performance, mentoring programs shall contain goals for employees to achieve and specify the means by which employees can attain their identified goals;
 - e. If cooperation and progress toward achieving the mentoring program's remediation goals is not evident after a reasonable period of time and the employee receives a second unsatisfactory rating, the provisions of the School Code may be applied. Should the District institute dismissal proceedings, employees shall be permitted to proceed under the provisions of the School Code to contest the dismissal.
 - f. The provisions of this section shall also apply to temporary professional employees in the event that they are not terminated following an unsatisfactory rating.

D. Personnel File

1. All professional employees are required to submit the following information for their personnel files when hired:
 - a. Completed application form
 - b. Official copy of undergraduate and graduate transcripts
 - c. Pennsylvania Teaching Certificate, to be registered and returned
 - d. Two letters of reference or appropriate college credentials;
 - e. Pre-employment health record form, including proof of tuberculin test, necessary for all Lower Moreland employees working directly with children
 - f. Form SP4-164 (State Background Check)
 - g. Form 1-9 (employment verification)
 - h. FBI Clearance(s)
2. The new employee has thirty (30) days to provide said information or show evidence that the information has been requested. Board approval by the Lower Moreland Township Board of School Directors is contingent upon receipt of required information. The Board may withhold the salary of any new employee

whose personnel records are incomplete or who is unable to provide evidence that the information has been requested thirty (30) days after the employee's hiring. It is the employee's responsibility to keep all of the above information updated.

3. Each employee will have a cumulative employee file in the central office. However, supervisors may elect to maintain supplemental personnel files subject to the provision of this section relating to employees' access to personnel files. It is the employee's responsibility to keep personnel records current.

4. Official Personnel Files - Access
 - a. No materials shall be placed in an employee's personnel file unless he or she has been informed. The employee may request a copy of any material in his or her file.
 - b. Access to the staff member's personnel file may be given to the following personnel without consent of the employee:
Superintendent, Assistant and/or Assistant to the Superintendent, Building Principals, Assistant Building Principals, Business Manager, Solicitor, current Board Directors as authorized by the Board, and clerical staff assigned directly to central office staff members, (the Superintendent, Assistant and/or Assistant to the Superintendent, and the Business Manager).
 - c. No other personnel may have access to the personnel files except under the following conditions:
 - (i) When the employee gives written consent to the release of the records. Written consent must specify the records to be released and to whom they are to be released. Each request must be handled separately. A blanket request for release of information will not be accepted.
 - (ii) When subpoenaed or under court order.

5. Employees Access to Personnel File

Employees, upon request, shall have the right to review the contents of the personnel file and to receive a copy of any documents contained therein. Said employees shall be entitled to have a representative of the Association accompany them during the review. Employees shall have a right to submit a written commentary to any materials placed in the file and said commentary shall be attached to the item in the file. Any material, with the exception of Items (a) through (c) of section 4, which is three (3) years old or more can be removed from the file upon mutual consent of the affected personnel and the Superintendent.

E. Notice of Vacancies

Professional bargaining unit positions which become vacant and which will be filled by the Board shall be posted for a reasonable period of time in each faculty room in each building in the District. Whenever practical the posting period will be two (2) weeks.

F. Meetings and Hearings

1. An employee shall be entitled to secure representation from the Association when requested or required to attend a meeting, hearing or conference that is or may lead to discipline or disciplinary action.
2. Post-observation conferences when held promptly following the observation shall not be deemed to be disciplinary in nature.

G. District Advisory

1. There will be District advisory meetings once a month, from September to May as scheduled in the Administrative Calendar, unless otherwise agreed.
2. The composition of the District Advisory Committee shall be agreed upon by the Superintendent of Schools and the Executive Committee of the Association, but shall not exceed ten (10) members, five (5) from each party. Special circumstances and agendas may require the presence of additional members from either party and this may be achieved by mutual consent.
3. Agendas must be submitted at least one (1) week in advance to each party. Non-agenda items may be presented by mutual consent and/or be tabled by either party for the next meeting.
4. If a building principal chooses not to deal with an issue or fails to resolve an issue, that issue may be forwarded for inclusion in the Agenda of the District Advisory Committee.
5. Failing resolution, and after consultation and review by the Superintendent of Schools, the Association may present its case to the Board or a Board Committee so designated.
6. In addition, the Board and the Association agree to meet and discuss mutual concerns on a monthly basis. A meeting schedule shall be established immediately following execution of this Agreement. Either the Board or the Association may propose topics to be discussed. Meetings once scheduled may be canceled only by mutual agreement.

H. Extended Illness

1. A professional or temporary professional employee who has exhausted all available paid sick leave and who is certified by a physician as being unable to work because of illness or injury shall be granted a leave of absence, without pay, not to exceed a period of two (2) years.
2. The employee will be entitled to said leave after a sabbatical leave has been exhausted, assuming said employee is eligible for a sabbatical leave under the provisions of the School Code and the employee chooses to ask for a sabbatical.
3. Employees on said extended leave shall be eligible at their own expense to have the option to participate in the insurance programs of the District.

I. Family Medical Leave

1. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employees waive the right to exercise any prerogative or right under the Act.
2. A year for FMLA purposes shall be deemed to begin September 1 of each year and end August 31.

ARTICLE IV
EMPLOYEE COMPENSATION

A. Salary Schedules

1. Full time professional staff members in the employ of the Lower Moreland Township School District during the school years covered by this Agreement shall receive the salary indicated in the salary increment schedules as set forth in Appendix A.
2. Pay dates shall occur every two (2) weeks, commencing August or September 2008 and each contract year thereafter.
3. Elementary grade level representatives, if and when so designated by the Board, will receive the sum of \$200 per annum for each full-time teacher at the grade level, including the grade level representative, in addition to the scheduled salaries as set forth above. Floating classroom teachers who work with more than one grade level will be counted with the grade in which the greatest number of classes is taught. No teacher will be counted in more than one grade. No grade level representative will receive more than \$1,200 per annum.

4. Special education teachers, when properly certified to teach Speech Correction, Hearing Impaired, Emotionally Disturbed, Educable Mentally Retarded, Trainable Mentally Retarded, Visually Impaired or Learning Disabled Students, and when teaching such special education classes, will be paid the sum of \$200 per annum in addition to the salaries scheduled above.

B. Adjustments

1. In accordance with the salary statement adopted therein, adjustments in class shall be permitted as of the second pay period and thirteenth pay period following the first pay period in September for each school year affected by the terms of this Agreement.
2. If a teacher is absent either in the fall or spring semester of any given year due to a Board approved unpaid long-term leave of absence, the teacher shall be placed at the same salary step from which he or she has left, until the completion of one additional semester of satisfactory service, at which time the teacher shall be eligible to be moved to the next higher salary step.
3. Adjustments in step shall be permitted as of the thirteenth (13th) pay period following the first pay period in September, and for each full additional school year of satisfactory teaching service.

C. Professional Compensation

1. All professional work done beyond the school year by professional staff members, when approved by the Board, shall be compensated at the rate of \$42.00 per hour in 2008-2009, 2009-2010 and \$43.00 per hour in 2010-2011, 2011-2012. Said professional work would include, but not be limited to: guidance work, summer curriculum writing, special library work, completion of grant applications, etc.
2. All homebound instruction done beyond the school day shall be compensated at the rate of \$42.00 per hour in 2008-2009, 2009-2010 and \$43.00 per hour in 2010-2011, 2011-2012.
3. This professional compensation will be in addition to the regular salary schedule, but subject to the required deductions. No employee shall be required to perform this work.
4. Members of the bargaining unit who are required to prepare IEP(s) shall be provided release time during the school day or shall be paid at the professional compensation rate indicated above for such work done after the regular school day. Any such compensation shall be authorized by the Principal. No member of

the bargaining unit shall be used to replace teachers who received released time for IEP(s).

5. Members of the bargaining unit who serve as support teachers under the District's Induction Plan shall receive compensation at the rate of \$1,000 per annum.
6. Employees who serve as mentor teachers under the provisions of Article III, Section C (2)(c) of this agreement shall be compensated at the professional compensation rate indicated above for work performed beyond the workday.

D. Extracurricular Duties

1. Payment of additional compensation for extracurricular activities shall be based upon the attached Extracurricular Activity Compensation Plan, marked Appendix B.
2. There shall be a committee formed between the Association and the Board to review and revise this schedule beginning in the Fall of 2008.

E. Academic Study-Graduate Level

1. Tuition Reimbursement and Salary Credit
 - a. Teachers in their first and/or second year of service in the public schools of Pennsylvania are to be reimbursed (55%) upon satisfactory completion of course work (grade of "B" or above). If a teacher elects to leave, not completing his/her 3rd year of service, in the public schools of Pennsylvania, he/she must repay the district for all costs for courses the district paid in the first two years of the teacher's service in the public schools of Pennsylvania.
 - b. Academic study compensation is expense money and does not become part of salary.
 - c. Teachers shall be reimbursed fifty-five percent (55%) of the cost of tuition and fees paid for courses approved for reimbursement with a total maximum of \$2,200 effective September 2007, per teacher for the fall, spring, and summer sessions commencing September 1 of each year and ending August 31 of each year.
 - d. Final approval will be made after receipt of at least a "B" scholastic grade or passing equivalent
 - e. Payment will normally be made following final approval, and upon the request of otherwise qualified teachers and approval by the principal, advanced payment upon registration may be made when:
 - 1) A properly receipted bill is submitted, and
 - 2) The necessary application form, as set forth in Appendix D is signed by the teacher and timely submitted as required herein.

- f. Credit beyond Master's degree will include only those credits received after the award of the degree. Individuals newly employed as a professional or temporary professional employee effective on or after September, 1993 must have earned Master's degree to be placed on the Master's or Master's + column. Possession of a Master's equivalency for such employees will entitle the holder only to placement on the B+24 column. This rule applies also to employees who are hired as a result of the transfer of entities provisions of the School Code; only Master's Equivalency Certificates awarded prior to September 1, 1993, will be recognized for salary purposes.
- g. Tuition reimbursement for courses taken will be subject to the prior approval of the building principal and the Superintendent. Such course shall be in relation to the teaching areas on the teacher's certificate or be deemed to be in the best interest of the School District, at the Superintendent's discretion. Such work will normally be at the graduate level. Tuition reimbursement for eligible dissertation study will be limited to five (5) semesters of credit.
- h. Salary credit for courses taken will be subject to the prior approval of the building principal and the Superintendent. Salary credit will be given for courses within instructional fields of education. Individuals holding a professional Nursing Certificate shall be eligible for courses in the Allied Health Services field or educational courses at the discretion of the Superintendent. (Examples: Sports Medicine, Child Development, Adolescent Psychology.) Educational Administration courses will be evaluated at the Superintendent's discretion. Courses leading to the preparation and /or a degree of another profession will not be considered for salary credit. (Examples: medical degree courses, law degree courses, etc.)
- i. A maximum of six (6) credits per semester per teacher will be evaluated or approved for tuition reimbursement and salary credit. Credits taken in excess of twelve (12) per school year or six (6) per semester will be disallowed for tuition reimbursement or salary credit at any time. The total number of credits a teacher may earn from September 1st to August 31st is twenty-four (24) credits. Courses taken in late spring while school is still in session will not be counted toward the twelve (12) credit maximum stated herein. However, during this time, a teacher may take more than one (1) course simultaneously.
- j. Teachers on sabbatical for purposes of study must take a minimum of nine (9) credits per semester. These credits must have prior approval to be eligible for tuition reimbursement and/or salary credit. During the sabbatical year, a teacher may exceed the twenty-four (24) credit maximum with prior approval of the Superintendent. During a sabbatical year for purposes of study, a maximum of nine (9) credits per semester or eighteen (18) credits per school year will be evaluated or approved for tuition reimbursement and/or salary credit.

- k. Pre-approved county, state or local district professional workshops of at least one (1) week duration, or fifteen (15) two-hour sessions, or equivalent may be evaluated as one (1) credit for tuition reimbursement and salary credit.
- l. Pre-approved college courses of at least one (1) week duration may be evaluated for tuition reimbursement and salary credit. Such course shall be evaluated as one (1) credit for a minimum of fifteen (15) class hours, two thirty (2) credits for a minimum of (30) hours, and three (3) credits for a minimum of forty-five (45) class hours.
- m. Teachers employed under emergency certificates will be eligible for tuition reimbursement and salary credit if they qualify under the above sections of this paragraph.
- n. Professional employees at Masters + 30 credits shall be eligible for a Fellowship Grant for Graduate Study. This grant funds the tuition costs otherwise not covered in this section of the agreement, currently 45% of tuition. The grant pool money in 2008-2009 shall be \$5,000 and \$7,500 in years 2009-2010, 2010-2011, and 2011-2012.

F. Changes in Salary Classes and Steps

1. The initiation and documentation of changes in salary class are the sole responsibility of the classroom teacher.
2. In order to be eligible for class movement, the deadline for submission of forms, transcripts, and proofs of payment is no later than October 1st for the first semester and the thirteenth (13) pay after the first in September for the second semester.
3. If a teacher is absent either in the fall or spring semester of any given year in accordance with a Board approved unpaid leave of absence, the teacher must have completed two (2) semesters of satisfactory service before advancing to the next step.
4. If a new teacher is employed after the beginning of the school year but prior to the end of the first marking period, the teacher will be eligible to an increase in step as of the beginning of the next school year.
5. If a new teacher is employed after the beginning of the second marking period, but prior to the end of the third marking period, that teacher will be eligible to an increase in step as of the fourteenth pay of the following year.
6. Any teacher employed after the fourth marking period will not be eligible for a step increase until the completion of two (2) full semesters of employment.

7. Teachers contemplating the completion of an advanced degree, additional credits, or certification qualifying them for a change in class must notify the Superintendent in writing of the contemplated change by March 15th prior to the year in which the increase is certified. They must present written proof of their eligibility for a change in salary class no later than October 1st, during the year for which the advanced salary schedule credit is desired. Adjustments and salary reclassification shall be permitted as of the fourteenth pay period for each school year affected by the terms of the Agreement.
8. Salary progress to the maximum step for each class shall be automatic for each year of credited service beyond the initial placement of the teacher on the schedule.

G. Days Not Charged

Where an employee sustains an occupation-related injury entitling that employee to worker's compensation benefits, the employer will pay a sum in addition to those benefits affording the employee full pay for the period of thirty (30) calendar days. Thereafter, at the option of the employee, accrued sick leave may be utilized to afford full pay. Such sick leave shall be charged against the employee's accrual on a pro rata basis.

H. Lead Teachers

Payment for lead teachers shall be based upon the attached Lead Teacher Compensation Plan, marked Appendix F. The lead teacher position will be posted each year and will have a full job description and list of duties attached to the position. Each lead teacher position will require board approval. Negotiations involving obligations and compensation shall occur beginning May 1, 2009. Lead teachers shall be paid in two installments, with ½ payment in December and the other ½ payment in June.

ARTICLE V

REGULAR PART-TIME EMPLOYEES AND LONG-TERM SUBSTITUTES

A. Regular part-time employees

1. Professional employees engaged for a minimum of 3 3/4 continuous hours per day (or its equivalent) shall be deemed regular part-time employees and shall be entitled to be placed upon the salary schedule affixed hereto as afforded to full-time professional employees. In addition thereto, the following fringe benefits, and no other, shall be provided:

- a. Three (3) personal use days (their days) in accordance with the conditions set forth in Article VI, Section I.
- b. Ten (10) sick leave days (their days), cumulative, in accordance with the provisions of the Pennsylvania School Code.
- c. Life insurance coverage in an equal amount to the next thousand of their current yearly salary.
- d. The regular part-time employee shall be given the privilege of electing to contract with the insurance carriers providing coverage health insurance as set forth in Article VI, Section A. The Board shall pay to the insurance carriers for each regular part-time employee accepting the option of coverage in this paragraph, the same sum that it pays to those carriers for individual coverage, and not family coverage, as provided for the group hospitalization, medical, surgical, and major medical health insurance for each of the full-time regular employees electing such coverage.
- e. Extension of the voluntary retirement incentive as set forth in Article VI, Section G, with all of the terms and conditions therein recited when the regular part-time employee has completed the equivalent of at least fifteen (15) years of full employment.
- f. Tuition reimbursement and/or salary credit as set forth in Article IV, Section E.
- g. When part-time teachers are required to perform professional duties at times other than their regular schedule, the pro-rated hourly rate applies.
- h. Regular part-time employees shall be compensated pro rata for each unused personal use day according to the schedule for full-time employees found in Article VI, Section I.

B. Long-Term Substitutes

- 1. A long term substitute is an employee who is engaged for the purpose of replacing a temporary or professional employee on approved leave of absence or on approved sick leave when such leave is anticipated to be longer than forty (40) successive teaching days.
- 2. The long-term substitute shall be placed on the same salary schedule as attached herein as afforded to employees. Placement on the salary schedule for the first year of employment of the long-term substitute shall be by mutual agreement between the Board and the employee. Thereafter, the employee shall be entitled to progress an additional step for each year employed as a long-term substitute.
- 3. In addition to the salary schedule set forth herein above, the following fringe benefits, and no other, shall be provided:
 - a. Medical and hospital insurance as set forth in Article VI, Section A.
 - b. Dental care insurance as provided in Article VI, Section D, for the individual long-term substitute only.

- c. One (1) personal use day for each semester employed in accordance with the conditions set forth in Article VI, Section I.
 - d. Ten (10) days sick leave per school year, cumulative.
4. When a long-term substitute shall have served for two (2) successive years in such position and have provided satisfactory service to the District as such, the long-term substitute shall be placed into a pool of other long-term substitutes so situated and when a position requiring placement of a long-term substitute shall be available, such long-term substitute shall be selected from among those persons who have been placed in the pool of long-term substitutes. This clause is subject, however, to the priority given by law to furloughed professional employees.

ARTICLE VI
FRINGE BENEFITS

A. Medical and Hospital Insurance

- 1. a. Effective September 1, 2008 the Board will provide for and pay the cost of individual or employee/spouse or family coverage for the Blue Cross Personal Choice Option 10/20/70 Plan (Core Plan) for each employee so electing with an employee premium share of 3% in 2008-2009 and 2009-2010 and 4% in 2010-2011 and 2011-2012. The Personal Choice Option 10/20/70 provides “in network” services furnished by a participating doctor or hospital. “Out of network” services furnished by a nonparticipating doctor or hospital may be subject to a deductible with the remaining fees reimbursed at 70% of Plan allowances.
 - b. Employees may elect an alternative plan, in lieu of the Core Plan, to participate in the Personal Choice 15 Plan. The Personal Choice Option 15 provides coverage for “in network” health care services. “Out of network” health care services may be subject to a deductible, after which the Plan pays 80% of allowable fees. An employee who elects the alternative plans in lieu of the Core Plan must contribute the premium cost difference between the Core Plan and the Personal Choice Plan elected and must contribute an additional 5% of the cost of the Core Plan premium in 2008-2009, an additional 8% of the cost of the Core Plan premium in 2009-2010, and an additional 10% of the cost of the Core Plan premium in 2010-2011 and 2011-2012 to be deducted in equal installments from each pay.
2. Should an employee elect not to accept the insurance coverage provided, that employee shall receive on an annual basis an amount equal to twenty-five percent

(25%) of the insurance premium for the Core Plan. This election must be made during the month of May for the subsequent school year.

3. Any employee who has elected not to accept the medical and hospital insurance coverage provided for in this paragraph may reverse that decision and accept the insurance at any time during the year, provided that such employee complies with the rules and regulations of the insurance carriers and repays and forgoes the allowances hereinbefore set forth.
4. Nothing contained herein shall preclude the District from reviewing, considering and implementing less costly but equal medical coverage. A task force composed of representatives from the Association and the Board will, over the course of this Agreement, examine the Pennsylvania School Employees' Health Care Trust Plan or similar programs to identify viable solutions to contain health care costs. Any recommendations for change to this Agreement offered by the task force will allow sufficient time to initiate changes at the beginning of the subsequent plan year. Implementation will occur only with the concurrence of both the Association and Board. Such concurrence will be in writing signed by both parties and attached to this Agreement as a memorandum of understanding.

B. Prescription Coverage

The Board will provide and pay for the full cost of prescription coverage appropriate to the individual or employee/spouse or family coverage elected. Prescription coverage for the Core Plan and Personal Choice 15 includes a \$10.00 co-payment for generic drugs and a \$25.00 co-payment for brand-name drugs.

C. Life Insurance

1. The Board shall provide all professional employees with life insurance coverage in an amount equal to their current annual salary rounded to the next highest thousand dollars.
2. The Board shall provide employees on sabbatical leave life insurance in the same face amount as if they were in regular employment.

D. Dental Care Insurance

It is understood that for the duration of this Agreement, the Board will select, provide for and pay the cost of individual and family dental care coverage for each employee. Such coverage shall include the following classes of benefit:

1. Routine Services (deductible waived for level 1)
100% Coinsurance Oral examinations

X-rays
Prophylaxis
Fluoride Treatment

2. Restorative Service
80% Coinsurance
Amalgam, porcelain, plastic filings, extractions, space maintainers, periodontics
3. Prosthetic Services
80% Coinsurance
Crowns, bridges, dentures, endodontics, gold inlays
4. Orthodontics (limited to dependents under age 18)
50% to \$1250
5. Maximum Benefits
\$1400 per dependent except as noted in level IV. It is further understood that the employee shall pay the cost of the first \$25 deductible in the dental program for each employee and dependent participating in the program.

E. Disability Program

1. It is understood that for the duration of this agreement, the Board will select, provide for, and pay the cost of individual long-term disability insurance coverage for each employee.
2. Said coverage shall include the following provisions:
 - a. Amount of benefit shall be 2/3 of salary to a maximum of \$4500 per month for the length of the contract.
 - b. Benefit Duration shall be to Medicare Age
 - c. Elimination Period shall be the latter of ninety (90) calendar days or expiration of sick leave.
 - d. Integration - Family
 - e. Eligible employees- Full-time individuals who will work at least twenty (20) scheduled hours per week.

F. Section 125 Plan

An IRS Section 125 Plan will be established by the District to provide each employee the opportunity to tax shelter contributions for non-covered health care costs, including additional health care insurance premium costs or co-payments, dental costs in excess of insurance coverage, child care and other personal health and welfare costs.

G. Voluntary Retirement Incentive

1. All qualifying professional employees shall be eligible to participate in the Voluntary Retirement Incentive Plan.
2. Applicants shall submit a letter of intent to retire to the Superintendent sixty (60) days prior to their retirement.
3. Applicants will, during the school fiscal year (July 1 – June 30) of their retirement, complete at least twenty (20) years of full time employment with the District.
4. Participating employees must actually retire pursuant to the Public School Employees' Retirement Code.
5. The District will provide \$20,000 of health care coverage to the retiree for a period not to exceed eighteen (18) months, in compliance with COBRA guidelines. If the retiree has health care coverage, the retiree must show proof of health care coverage (health insurance card, Medicare card, etc.) to the district. If such proof is shown, the district shall make an employer contribution to the employee's 403(b) retirement program in the amount of \$20,000.
6. In order to be eligible to receive benefits under Section 5, after August 31, 2008 retiree must retire by June 30 of the fiscal year in which he/she completes thirty (30) years or more of service creditable for PSERS retirement purposes. Also, the retiree must have at least twenty (20) years employment with the Lower Moreland Township School District to be eligible to receive benefits under Section 5 of this Agreement.
7. While this Article contains specific requirements and deadlines, the Superintendent with the concurrence of the Board, may waive strict enforcement of any provision of this Article on a case by case basis in the interest of the District without creating a precedent or establishing a practice governing any future case.

H. Unused Sick Leave Upon Retirement

A professional employee retiring from the Lower Moreland School District in accordance with the Pennsylvania Public School Employee Retirement Code shall receive payment at retirement for unused sick leave accumulated in the Lower Moreland School District to the following maximums:

YEAR	Amount	Per Day	Maximum
------	--------	---------	---------

Days	Maximum Payment		
2008-2009	\$66	260	\$17,160
2009-2010	\$66	260	\$17,160
2010-2011	\$67	260	\$17,420
2011-2012	\$67	260	\$17,420

Legally required deductions from such payment shall be made excluding contributions for Pennsylvania retirement benefits. Such payment may not be used to increase the annual salary for retirement purposes.

I. Travel Reimbursement

1. If any professional staff member is required to travel between the High School/Murray Avenue complex and the Pine Road School to fulfill scheduled duties, such individuals will be reimbursed for each mile for use of their personal automobile, in accordance with the established rates determined by the Internal Revenue Service.
2. Such individuals shall also be allotted fifteen (15) minutes between scheduled duties to make the required travel. Where a teacher exceeds the allowable fifteen (15) minutes in travel between schools, no reprimand shall be issued where a reasonable excuse is offered.
3. Travel reimbursement will be made monthly upon approval by the school principal for whom the individual has primary professional duties.

J. Personal Use Days

1. Each professional employee will be afforded three (3) days per school year to conduct personal business. Requests for personal use days should be made to the building principal at least a week in advance, whenever possible, to facilitate obtaining a qualified substitute. The advance notice requirement will be waived for unanticipated emergencies requiring the employee to request a personal use day. The total building personal use day limit is no more than seven percent (7%) nor less than three (3) of the teaching staff per building absent on any one day plus an additional limit of two (2) people for unanticipated emergencies. These limits exclude religious holidays.
2. Unused days not requested for payment shall be placed in a Personal Day bank to be accumulated from year to year. If there are personal days unused upon a professional employee retiring from the Lower Moreland School District in accordance with the Pennsylvania Public School Employee Retirement Code,

retiring employee shall receive payment at retirement for unused personal days accumulated in the Lower Moreland Township School District which will be treated as unused sick leave corresponding to the rates and maximums listed in section H, unused sick days at retirement. Teachers may use up to 5 personal days at a time with Superintendent approval.

3. No personal leave days shall be granted during the first and last weeks of school, nor before and after a school holiday. However, these limitations will not affect requests for emergency leave, or parental obligations as approved by the Superintendent.

K. Leave for Family Illness

Each employee may utilize all of his/her accumulated sick leave per school year to care for an ill member of the employee's immediate family. Immediate family is defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law or near relative who resides in the same household, or any person with whom the employee has made his/her home. Long term absences of 5 or more continuous days using sick days for family illness require Superintendent approval.

L. Direct Deposit

Each professional employee shall be offered the opportunity to elect direct deposit of their paychecks. Direct deposit shall be implemented when an initial participation threshold of at least fifty percent (50%) participation among members of the bargaining unit is reached.

ARTICLE VII
ASSOCIATION RIGHTS AND PRIVILEGES

A. Association Leave Days

1. Officers of the Association or other employees by it so designated shall be granted a total of ten (10) leave days each year for the duration of this Agreement for the purpose of attending Association meetings, conventions, conferences, or conducting Association business.
2. Five (5) days shall be granted each year for the sole purpose of attending hearings or arbitrations held outside the school district.
3. The Association shall be responsible for the cost of substitute salaries should the building principal determine that a substitute is required.

B. Association Dues Deductions

1. Upon the written authorization of the employee, the Board shall deduct from the pay of such employees deductions for Association, P.S.E.A, and N.E.A. dues in twelve (12) equal payroll payments during each school year beginning as mutually agreed upon between the Association and the member.
2. The employee must agree in writing that the entire amount of his/her annual dues is due at the beginning of the year and that if he/she leaves the School District prior to the end of the year, the remaining balance of his/her dues may be deducted from his/her last pay.
3. Such deductions will be promptly forwarded by the Board to the Association and in the event that the employee leaves the District before the last deduction is made, the balance will be deducted from his/her last pay according to the contractual agreement between the Association and the member.

C. Association Membership

The Board agrees that it shall not discriminate against any employee with respect to any terms or conditions of employment by reason of his or her membership in the Association, his or her participation in any lawful activities of the Association, collective bargaining with the Board, or his or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

D. Exchange of Information

1. The Board agrees to furnish the Association information that is needed in the collective bargaining process, for District advisory meetings where the issue affects terms and conditions of this Agreement or to enable the organization to conduct research relative to possible or pending grievances.
2. The Board agrees to provide said information within a reasonable time that the request is made.

E. Association's Right to Speak at Faculty Meetings

1. The Association's building representative shall be permitted to make announcements about Association business or meetings at faculty meetings. The building representative will inform the principal in charge, prior to the meeting, of the nature of the announcement.
2. The Association shall be permitted to take part in the orientation program for teachers new to the District in accordance with past practice.

F. Fair Share

1. Each employee in the bargaining unit who is not a member of the Association shall be required to pay a fair share fee as provided in Act 84 of 1988. The District and the Association agree to comply with all provisions of Act 84. The Association agrees to indemnify, and otherwise hold the District harmless from any judgments in connection with any claims, demands, or suits filed or alleged against the District in connection with its compliance with Act 84.
2. No liability shall accrue against the District as a result of this provision beyond the obligation to pay the Association monies actually deducted from employees' salaries.

ARTICLE VIII
EXISTING ECONOMIC BENEFITS

It is understood and agreed that the foregoing terms and conditions of employment are not meant to be all-inclusive and comprehensive. Existing economic benefits which have been offered prior to the years affected by the term of this Agreement by virtue of provisions of the Pennsylvania School Code and by previous Board written policy will continue unless superseded by the specific terms of this Agreement.

ARTICLE IX
NO STRIKE - NO LOCKOUT

The Association and its members shall not engage in any strike as defined in Article 3, Section 301(9) of Act 195 or in Section 1101-A of Act 88 of 1992 during the term of this Agreement and the Board agrees not to engage in any lockout of members of the bargaining unit during the term of this Agreement.

ARTICLE X
SEPARABILITY

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.

ARTICLE XI
GRIEVANCE PROCEDURE

A grievance procedure is herewith adopted for the purpose of affording amicable solutions to complaints by teachers regarding the meaning, interpretation or application of any provision of this Agreement. The grievance procedure is appended hereto and marked Appendix C.

ARTICLE XII
AUTHORIZATION

This agreement shall be effective as of the first day of September 2008 and shall continue in full force and effect through August 31, 2012.

The signatories hereto, representing the Board and the Association affirm that their signatures are appended thereto with the consent of the formal bodies represented by them.

Lower Moreland Township
Board of School Directors

Attest: _____ By: _____
Secretary President

Lower Moreland Township
Education Association

Attest _____ By: _____
Secretary Co-President

Co-President

Index of Appendices

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Appendix B.....	Extracurricular Compensation
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Appendix D.....	Lead Teacher Compensation Plan

APPENDIX A

2008/09

Class	I B	II B+18	III B+24	IV M/Meq	V M(E)+12	VI M(E)+18	VII M(E)+30
1	47,096	50,235	51,805	53,533	55,888	58,243	63,266
2	48,082	51,021	52,590	54,474	56,828	59,185	64,521
3	48,666	51,805	53,376	55,416	57,771	60,126	65,777
4	49,451	52,590	54,160	56,358	58,714	61,068	67,034
5	50,235	53,376	54,946	57,300	59,655	62,011	68,289
6	51,179	54,316	55,888	58,243	60,597	62,952	69,545
7	52,276	55,416	56,985	59,185	61,539	63,894	70,801
8	53,376	56,516	58,084	60,126	62,481	65,149	72,057
9	53,376	56,516	60,439	61,539	63,894	67,818	74,097
10	53,376	56,516	62,795	65,463	67,818	71,743	78,023
11	53,376	56,516	65,149	70,094	72,450	76,374	82,654
12	53,376	56,516	67,505	74,726	77,081	81,006	87,285
13	53,376	56,516	69,859	79,357	81,712	85,637	91,917
14	53,376	56,516	73,431	83,989	86,343	90,268	96,547

2009/10

Class	<u>I</u> <u>B</u>	<u>II</u> <u>B+18</u>	<u>III</u> <u>B+24</u>	<u>IV</u> <u>M/Meq</u>	<u>V</u> <u>M(E)+12</u>	<u>VI</u> <u>M(E)+18</u>	<u>VII</u> <u>M(E)+30</u>
1	48,514	51,747	53,364	55,145	57,570	59,996	65,170
2	49,529	52,557	54,173	56,114	58,539	60,966	66,463
3	50,131	53,364	54,983	57,084	59,510	61,936	67,756
4	50,939	54,173	55,791	58,054	60,481	62,906	69,052
5	51,747	54,983	56,599	59,025	61,451	63,877	70,345
6	52,719	55,951	57,570	59,996	62,421	64,847	71,638
7	53,849	57,084	58,700	60,966	63,392	65,817	72,932
8	54,983	58,217	59,833	61,936	64,361	67,110	74,226
9	54,983	58,217	62,258	63,392	65,817	69,860	76,327
10	54,983	58,217	64,685	67,433	69,860	73,903	80,372
11	54,983	58,217	67,110	72,204	74,631	78,673	85,142
12	54,983	58,217	69,537	76,975	79,401	83,444	89,912
13	54,983	58,217	71,962	81,746	84,171	88,214	94,683
14	54,983	58,217	75,641	86,517	88,942	92,985	99,453

2010/11

Class	<u>I</u> B	<u>II</u> B+18	<u>III</u> B+24	<u>IV</u> M/Meq	<u>V</u> M(E)+12	<u>VI</u> M(E)+18	<u>VII</u> M(E)+30
1	49,834	53,155	54,815	56,644	59,136	61,627	66,943
2	50,876	53,987	55,646	57,640	60,131	62,625	68,271
3	51,494	54,815	56,478	58,636	61,129	63,620	69,599
4	52,325	55,646	57,308	59,633	62,126	64,618	70,930
5	53,155	56,478	58,139	60,630	63,122	65,615	72,258
6	54,153	57,473	59,136	61,627	64,119	66,611	73,587
7	55,314	58,636	60,297	62,625	65,116	67,608	74,916
8	56,478	59,801	61,460	63,620	66,112	68,936	76,245
9	56,478	59,801	63,952	65,116	67,608	71,760	78,403
10	56,478	59,801	66,444	69,267	71,760	75,913	82,558
11	56,478	59,801	68,936	74,168	76,661	80,813	87,458
12	56,478	59,801	71,428	79,069	81,561	85,714	92,358
13	56,478	59,801	73,919	81,516	86,461	90,614	97,259
14	56,478	59,801	77,698	88,870	91,362	95,514	102,159

2011/12

Class	<u>I</u> B	<u>II</u> B+18	<u>III</u> B+24	<u>IV</u> M/Meq	<u>V</u> M(E)+12	<u>VI</u> M(E)+18	<u>VII</u> M(E)+30
1	51,134	54,542	56,246	58,123	60,679	63,236	68,690
2	52,204	55,396	57,099	59,145	61,700	64,259	70,053
3	52,838	56,246	57,952	60,167	62,724	65,281	71,416
4	53,691	57,099	58,804	61,190	63,748	66,304	72,781
5	54,542	57,952	59,656	62,213	64,769	67,327	74,144
6	55,566	58,973	60,679	63,236	65,793	68,349	75,507
7	56,758	60,167	61,871	64,259	66,816	69,372	76,871
8	57,952	61,361	63,064	65,281	67,838	70,735	78,235
9	57,952	61,361	65,621	66,816	69,372	73,633	80,450
10	57,952	61,361	68,179	71,075	73,633	77,894	84,712
11	57,952	61,361	70,735	76,104	78,662	82,922	89,740
12	57,952	61,361	73,293	81,133	83,689	87,951	94,768
13	57,952	61,361	75,848	83,643	88,717	92,979	99,797
14	57,952	61,361	79,726	91,190	93,746	98,007	104,825

APPENDIX B

EXTRACURRICULAR ACTIVITY COMPENSATION PLAN

A. Implementation

1. All assignments are of one (1) year duration.
2. Extracurricular assignments are made based on the concept of reimbursement for non-school time spent in the activity.
3. The salary is based on base salary, years of experience, and the satisfactory performance of each individual assigned.

B. Definitions

1. Units

Units are the numerical value assigned to each activity as shown in the extracurricular activity attachment.

2. Unit Value

2008-2009	\$320 per unit
2009-2010	\$320 per unit
2010-2011	\$325 per unit
2011-2012	\$325 per unit

3. Base Salary

The base salary is the number of assigned units multiplied by the unit value.

4. Experience

- a. In accordance with the experience scale shown below, various levels of experience, beginning with the fourth year and ending with the eighth year, will receive additional compensation.
- b. Experience is defined as completed years of service in the same activity or sport in the District as verifiable by the Supplemental Contracts.
- b. An employee is eligible for experience Level II upon satisfactory completion of three (3) years in an activity or sport. An employee is eligible for experience Level III upon satisfactory completion of seven (7) years in an activity or sport.
- c. One (1) year of experience as a varsity head coach or head of an activity equals one (1) year of experience on the scale. Upon appointment to head varsity coach or head of a High School activity,

each two (2) years of experience as an assistant coach or assistant in the activity at the High School, or as a coach or activity leader at the Murray Avenue School will count as one (1) year on the scale. Each year of experience at the Murray Avenue School will count as one (1) year of experience on the scale, as will Murray Avenue School experience of employees who transfer to High School positions below the head activity or head coaching level. Intramural activity experience cannot be transferred to any specific athletic activity.

e. In the event varsity head coaches are hired from outside the District, credit will be given for Senior High School (9-12) coaching experience in the same sport or activity on the basis that experience as a head coaches equals one (1) year of experience on the scale, and two (2) years of experience as an assistant coach equals one (1) year of experience on the scale, as verified from former districts.

f. Extracurricular Salary Scale

<u>Level of Experience</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
0-3 years (inclusive)	\$320	\$320	\$325	\$325
4-7 years	\$345	\$345	\$350	\$350
8+	\$370	\$370	\$375	\$375

g. Pay Schedule

Fall Activities: ½ units on first pay date in October
 ½ units on last pay date in November

Winter Activities: ½ units on the first pay date in January
 ½ units on last pay date in February

Spring Activities: ½ units on first pay date in April
 ½ units on last pay date in May

Year Long Activities: ½ units on first pay date in December
 ½ units on last pay date in June

5. Total Salary

2008-2012: Base salary plus compensation for experience equals total salary.

C. Extracurricular Schedule

1. The Board will continue to have sole power to determine what extracurricular activities shall be part of the school program and how many staff members are needed to sponsor it.

2. The Board will not make any changes in existing units or establish units for new extracurricular activities unless the Administration and Association agree in “meet and discuss” on the number of units to be established.

D. Head Coaches:

All head coaches will meet with:

1. The athletic director, prior to the start of the season, to review schedules, facility priorities and maintenance, to express concerns, etc.
2. The athletic director, as soon as possible after the season, to evaluate the program and to make recommendations for the following year, including scheduling, facilities, and personnel.
3. Assistant coaches and feeder program coaches, at least two (2) weeks prior to the start of the varsity season, to encourage continuity within the program, discuss skill development priorities and to improve overall communications.
4. The Administration, to provide input into the hiring of qualified and program compatible assistant coaches at all levels.

E. New Position Procedure:

1. Applications for approval of new athletic positions should be submitted in writing to the athletic director, or in his absence to the building principal, once a year at a time determined through “meet and discuss.” Applications for approval of new activity positions should be submitted in writing to the building principal. All applications shall be forwarded by the Administrator, within ten (10) working days, to the Superintendent, with a recommendation to accept, reject or study further. Actions on such proposals shall be reported to the Board as soon as possible.
2. A written response shall be made to the applicant as to the status of the proposal within thirty (30) days after the initial “meet and discuss” has been held. A copy of the response shall be sent to the President(s) of the Association and the Board, through the “meet and discuss” process.

F. Vacancies

When a vacancy occurs in an extracurricular position, the Board agrees to post that position as soon as possible.

All vacant extracurricular positions shall be posted in the following areas:

High School:

1. Cafeteria Bulletin Board
2. Athletic Director Bulletin Board

3. High School Office
4. Faculty Lounge (second floor)

Murray Avenue School:

1. Murray Avenue School Office
2. Faculty Cafeteria Bulletin Board
3. Faculty Lounge

Pine Road:

1. Faculty Cafeteria Bulletin Board (lounge)
2. Principal's Office

All vacancies shall be posted before the closing of the school year to allow qualified personnel the opportunity to apply. In the event that a position should become available when school is closed, a letter of notification shall be sent to all members of the faculty within one month of resignation for a position to be refilled.

APPENDIX B

SUPPLEMENTAL CONTRACTS FOR EXTRACURRICULAR ACTIVITIES

UNIT SCHEDULE:

		<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
Level I	1-3 years	\$320	\$320	\$325	\$325
Level II	4-7 years	\$345	\$345	\$350	\$350
Level III	8+ years	\$370	\$370	\$375	\$375

<u>ACTIVITY</u>	<u>UNITS</u>
<u>Pine Road</u>	
Choral Director	5.0
Jump Rope	3.0
Newspaper – Pine Road	3.0
Orchestra	1.0
Patrol Corps	3.0
<u>Murray Avenue</u>	
Art Club	5.0
Band (Grades 5-6)	5.0
Band (Grades 7-8)	3.0
Band, Beginning	0.3
Band, Jazz	5.0
Baseball, Head (Grades 7-8)	5.5
Baseball, Assistant (Grades 7-8)	5.0
Basketball, Head, Boys (Grades 7-8)	5.5
Basketball, Assistant, Boys (Grades 7-8)	5.0
Basketball, Head, Girls (Grades 7-8)	5.5
Basketball, Assistant, Girls (Grades 7-8)	5.0
Cheerleaders (Grade 7-8)	5.5
Choral Director (Grades 4-6)	5.0
Choral Director (Grade 7-8)	3.0
Dramatics	5.0
Dramatics, Music	2.0
Hockey, Head (Grades 7-8)	5.5
Hockey, Assistant (Grades 7-8)	5.0
Intramural Coord. Fall (Grades 5-6)	3.0
Intramural Coord. Winter (Grades 5-6)	3.0
Intramural Coord. Spring (Grades 5-6)	3.0
Junior Interact Club	5.0
Mathletes (Grades 7-8)	4.0
Memory Book	5.0
Newspaper (7-8)	4.0

Newspaper (4-6)	3.0
Orchestra, String (5-6)	5.0
Orchestra, String (7-8)	5.0
Orchestra, Symphonic	5.0
Science Club (Grades 4-8)	5.0
Soccer, Head (Grades 7-8)	5.5
Soccer, Assistant (Grades 7-8)	5.0
Softball, Head (Grades 7-8)	5.5
Softball, Assistant (Grades 7-8)	5.0
Student Council (Grades 4-8)	8.0
Track, Head (Grades 7-8)	5.5
Track, Assistant (Grades 7-8)	5.0
Webmaster Pine Road/Murray Ave.	10.0
Wrestling, Head (Grades 7-8)	5.5
Wrestling, Assistant (Grades 7-8)	5.0

High School (9-12)

Academic Decathlon	7.0
Asian Cultures Seminar	\$41.00 per hour
Art Club	4.0
A-V Aide – High School	5.0
Band, Concert	3.0
Band, Jazz	9.0
Band, Pep	7.0
Baseball, Head	11.0
Baseball, Assistant #1	8.0
Basketball, Head, Boys	15.0
Basketball, Assist #1, Boys	10.0
Basketball, Head Girls	15.0
Basketball, Assistant, Girls	10.0
CAPS (co-sponsor)	2.0
CAPS (co-sponsor)	2.0
Cheerleaders, Basketball	4.5
Cheerleaders, Football	4.5
Chess Club	7.0
Class Sponsor, 9 th Grade	2.0
Class Sponsor, 10 th Grade	2.0
Class Sponsor, 11 th Grade	6.0
Class Sponsor, 12 th Grade	12.0
Concert Choir	3.0
Cross Country, Boys	11.0
Cross Country, Girls	11.0
Debating Advisor	7.0
District Web Master (including high school)	10.0
Diving, Boys	4.0
Diving, Girls	4.0
Dramatics: Fall Director(Drama)	4.0

Dramatics: Spring Director(Musical)	9.5
Dramatics, Assistant	3.5
Dramatics, Choreography	3.5
Dramatics, Make-Up & Costume	4.0
Dramatics, Music	8.0
Dramatics, Light & Sound	4.0
Dramatics, Technical & Stage	6.0
FBLA	4.0
Fitness Center Supervisor (Fall)	8.0
Fitness Center Supervisor (Winter)	8.0
Fitness Center Supervisor (Spring)	8.0
Football, Head	18.0
Football, Assistant #1	11.0
Football, Assistant #2	11.0
Football, Assistant #3	11.0
French Club	4.0
German Club	4.0
Golf	11.0
Guidance Web Site	5.0
Hockey, Head	11.0
Hockey, Assistant	8.0
Interact Club	5.0
Lacrosse, Head	11.0
Lacrosse, Assistant	8.0
Literary Magazine	4.0
Mathletes	4.0
Mock Trial	7.0
National Honor Society	4.0
Newspaper (Lion's Roar)	5.0
Orchestra	6.0
Ping Pong	3.0
Science Club	4.0
Soccer, Boys, Head	11.0
Soccer, Boys, Assistant #1	8.0
Soccer, Girls, Head	11.0
Soccer, Girls, Assistant #1	8.0
Softball, Head, Girls	11.0
Softball, Assistant, Girls	8.0
Spanish Club	4.0
SADD	7.0
Student Council	8.0
Swimming, Head, Boys	8.0
Swimming, Head, Girls	8.0
Swimming, Assistant 1	8.0
Swimming Assistant 2	6.0
Tech Crew (Not Dramatics)	2.0
Tennis, Head, Boys	11.0
Tennis, Assistant, Boys	8.0

Tennis, Head, Girls	11.0
Tennis, Assistant, Girls	8.0
Track, Indoor	10.0
Track, Indoor, Assistant	5.0
Track, Head, Boys & Girls	11.0
Track, Head, Girls	11.0
Track, Assistant #1	8.0
Track, Assistant #2	8.0
Varsity Group	9.0
World Affairs Council	4.0
Wrestling, Head	15.0
Wrestling, Assistant #1	10.0
Yearbook	12.0

APPENDIX C

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A “grievance” is hereby defined as a complaint by a teacher or teachers regarding the meaning, interpretation, or application of any provision in this Agreement.

2. Aggrieved Person

An aggrieved person is the person or persons making the claim.

3. Party in Interest

A party in interest is the person or persons making the claim and any person who might be required to take action or against action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to complaints regarding the meaning, interpretation or application of the Agreement which may from time to time arise affecting teachers. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended or lessened by mutual agreement.

2. Level One - Principal or Immediate Supervisor

A teacher with a grievance shall first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The grievance shall be presented within ten (10) school days after its occurrence or after the first date when the teacher should reasonably be aware of its existence.

3. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may file the grievance in writing with the Superintendent within five (5) school days after the decision of Level One or ten (10) school days after the grievance was presented, whichever is sooner.

4. Level Three - Board of School Directors

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, file the grievance in writing with the Board or its appointed representative(s).

5. Level Four – Arbitration

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Board or its representative(s), he/she may, within five (5) school days after a decision by the Board or its representative(s) or twenty (20) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the grievance be submitted to arbitration.

- b. Within ten (10) school days after such written notice of submission to arbitration, the parties in interest shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the selection of an arbitrator shall be made from a panel provided by the American Arbitration Association.
- c. The arbitrator so selected shall hold hearings promptly and shall issue his/her decision no later than thirty (30) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to the arbitrator.
The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator may rule only upon the meaning, interpretation, or application of any provision in the Agreement; he/she shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is in violation of the terms of this Agreement. The sole responsibility of the arbitrator shall be to interpret the meaning of the articles of this contract and in no way shall it be so construed that the arbitrator shall have the power to add to, subtract from, or modify in any way the terms of this Agreement. His/her decision shall be submitted to the parties in interest and shall be accepted by the parties in accordance with the requirements and limitations as set forth in Article IX, Section 903 of the Public Employee Labor Relations Act.
- d. The cost of arbitration shall be shared equally by the parties.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. Where the presence of teachers is required in arbitration proceedings, administrative efforts will be made to schedule such hearings as late in the school day as is practical. Class coverage will be afforded only when possible.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration or by the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Levels Two and Three of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association.

3. Time Limits

Failure of an aggrieved party to proceed to the next level within the time limits set forth within this grievance procedure or within such other time limits mutually agreed upon shall be deemed an acceptance of the last decision.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall be deemed private and shall not be open to the public.

Appendix D – Lead Teacher Compensation Plan

<u>Grade Level</u>	<u>Department</u>	<u>Compensation</u>
K-3	Language Arts	\$2,500
4-8	Language Arts	\$2,500
9-12	Language Arts	\$2,500
K-3	Mathematics	\$2,500
4-8	Mathematics	\$2,500
9-12	Mathematics	\$2,500
K-3	Science	\$2,500
4-8	Science	\$2,500
9-12	Science	\$2,500
K-3	Social Studies	\$2,500
4-8	Social Studies	\$2,500
9-12	Social Studies	\$2,500
K-3	Technology/Library	\$2,500
4-8	Technology/Library	\$2,500
9-12	Technology/Library	\$2,500
K-3	Special Education	\$2,500
4-8	Special Education	\$2,500
9-12	Special Education	\$2,500
K-12	Guidance	\$2,500
K-12	Music	\$2,500
K-12	Fine & Practical Arts	\$2,500
K-12	Foreign Language	\$2,500
K-12	Physical Education	\$2,500
K-12	Nursing	\$2,500
K-12	Gifted Education	\$2,500
K-12	ESL	\$2,500
K-12	Data Management	\$2,500