

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

2022-2023

2023-2024

2024-2025

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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 , 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, 2022 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 three (3) calendar years for school years 2022-2023, 2023-2024, and 2024-2025. 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-seven (187) days each scheduled as the employee work year. It has been previously approved that the usual hours required of professional employees are 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.

Effective July 1, 2023 for the 2023-2024 school year and each school year thereafter, the Board’s adopted calendar will reflect one hundred eighty-eight (188) days each scheduled as the employee work year. The 188th days shall be used as a day of virtual professional development.

In addition, 10 hours of flexible time will be used for State-mandated professional development.

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 forty (40) minutes of uninterrupted continuous preparation time during each pupil day. 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. Professional Activities

1. The building principals and employee will determine which building any member with Back to School Nights will attend, not to exceed more than one in any school year.
2. Attendance at parent conferences in the evenings will be required, allowing one hour for dinner.
3. One (1) faculty meeting of no longer than 30 minutes may be called by a building principal every other month (i.e., five (5) times per year), that will occur during the established workday. Dates to be published prior to August 1 of the corresponding school year. Nothing in this language shall restrict the District Administration from scheduling other meetings during the established workday, including but not limited to the hour and one-half (1.5) meeting that has historically occurred on the first day of school.

E. 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.

F. 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.

G. High School Teaching Load

Each Bargaining Unit Member at the High School shall teach no more than six (6) periods daily. A bargaining unit member who teaches six periods daily, shall have two preparation periods. A bargaining unit member who teaches less than six periods may be assigned a duty.

H. Elementary Scheduling

Bargaining Unit Members at the Pine Road Elementary School level shall not be required to participate in recess duty.

I. Furloughs

During the term of this Collective Bargaining Agreement, the Board agrees that it will not furlough any Bargaining Unit Member for non-economic reasons, to the extent permitted by law.

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 School Code shall determine the rights of professional employees within the District as it relates to suspensions and furloughs.
 - 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.
2. 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. Individual ratings shall not be the subject of the contract grievance pursuant to this sub section.

C. Failing/Needs Improvement Ratings

1. When professional employees receive an initial Failing or Needs Improvement 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 Distinguished or Proficient rating after receiving an initial Failing or Needs Improvement rating, they shall be prospectively placed on the salary schedule as if they had not received an initial Failing or Needs Improvement 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 Failing or Needs Improvement rating prior to the issuance of a satisfactory rating.
2. Employees who receive a Failing or Needs Improvement 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 Failing or Needs Improvement 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 a Failing or Needs Improvement rating.

D. Class Evaluations by Students

1. Students in grades 4-12 will be surveyed during the last week in their class, whether it is a quarterly, semester or year-long course.
2. A base survey template will be provided by the district administrations.
3. Teachers are able to craft the survey to garner feedback tailored to their units of instruction that will inform future teaching.
4. Teachers have the option to distribute the survey electronically or in paper and pencil version. Teachers who opt to utilize pencil and paper evaluations need to administer the evaluation utilizing a bubble sheet. Optional open ended responses can be offered, but students should be told that they do not have to complete them if they should choose. Evaluations should be distributed to the class, and students should place the responses in a common envelope when completed. These steps are being taken to preserve the anonymity of the student.
5. The survey results are not to be used in any evaluative or punitive fashion by administration.

E. 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. Copy of Pennsylvania Teaching Certificate
 - d. Three letters of reference or appropriate college credentials
 - e. Pre-employment health record form, including proof of tuberculin test
 - f. Arrest/Conviction Report and Certification Form, Act 24 (PA Child Abuse), Act 34 (PA State Clearance), Act 114 (FBI Clearance), and Act 168 Sexual Misconduct/Abuse Disclosure Release Forms.
 - g. Form 1-9 (employment verification)
2. New employees may not begin employment without the required paperwork. Board approval of 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. 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, Human Resources Director, 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.

4. 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.

F. 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 through email blast, Lower Moreland Website and other appropriate posting mechanisms. Whenever practical the posting period will be two (2) weeks.

G. 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.

H. 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.

I. Extended Illness/Child Rearing Leave

1. An employee requesting leave for the birth or adoption of a child or his or her own serious health condition may do so under the provisions of the Family and Medical Leave Act of 1993.
2. An employee who wishes to receive compensation during the FMLA period must submit medical certification that defines what the length of the disability may be in order to utilize sick days to receive payment. Sick day payment will not exceed the length of the disability.
3. 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. Additionally, after the FMLA period for the birth or adoption of a child has commenced, an employee may request an additional leave of absence for that birth or adoption without salary, not to exceed a period of two (2) years.

4. 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.
5. 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.

J. 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.
3. Employees agree to complete a U.S. Department of Labor certification form for FMLA purposes. The information provided on this form will be secured in a separate medical file in the District's personnel files.

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 2022.
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 \$1,400 per annum.
4. Special education teachers when teaching such special education classes, and Speech Language Pathologists will be paid the sum of \$300 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 first pay period in September for each school year affected by the terms of this Agreement. 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.

2. Beginning September 1, 2022 and for every year of the contract hereafter, all class movement will be restricted to one class movement per contract year.
3. 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 two additional semesters of satisfactory service, at which time the teacher shall be eligible to be moved to the next higher salary step.
4. 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 \$44.00 per hour. 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 \$44.00 per hour.
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. Mentors will be expected to mentor two inductees. Department Chairs/Lead Teachers will support newly hired staff members who are already tenured and do not need to go through year one of induction. Assistant Principals will monitor and supervise the induction process in the building.
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.

E. Academic Study-Graduate Level

1. Tuition Reimbursement and Salary Credit

- a. First and second year teachers 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 in the district, he/she must repay the district for all costs for courses the district paid in the first two years.
- 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 \$2,500, per teacher for the fall, spring, and summer sessions commencing September 1 of each year and ending August 31 of each year.
 - Department Chair/Lead Teacher—refer to Appendix D, Department Chair/Lead Teacher Compensation Plan.
- d. Final approval will be made after receipt of at least a “B” scholastic grade or passing equivalent.
- e. In order to receive payment the following process must be followed:
 - 1) Coursework must be approved through mylearningplan.com or any other Board approved resource.
 - 2) A properly receipted bill and final grade must be submitted by the teacher.
- 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.

Courses, whether online or in a “brick and mortar” setting, must be provided and delivered by a regionally-accredited institution. “Regionally accredited” is defined as an institution of higher education accredited by one of the following regional accreditation associations: Middle States Association of Colleges and Schools, New England Association of Schools and Colleges, Higher Learning Commission, Northwest Accreditation Commission and Northwest Commission on Colleges and Universities, Southern Association of Colleges and Schools and Western Association of Schools and Colleges.

Additional information may be requested by an administrator for individual institutions or courses during the approval process. The following evidence will provide documentation of the coursework hours and rigor:

- Course syllabus, if available in advance
 - Professor contact information and verification that they are a faculty member at the providing institution, if available in advance
 - Statement from the staff member requesting course approval about the intended outcomes for personal growth and potential impact on instructional practice
- 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 (2) credits for a minimum of (30) hours, and three (3) credits for a minimum of forty-five (45) class hours.
- m. 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 shall be \$7,500 for the life of this contract.

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. 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.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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. Department Chair/Lead Teacher

Payment for Department Chair/Lead Teacher shall be based upon the attached Department Chair/Lead Teacher Compensation Plan, marked Appendix D. The Department Chair/Lead Teacher position will be posted in Year 3 and 6 of the Curriculum Cycle and will have a full job description and list of duties attached to the position. Each Department Chair/Lead Teacher position will require board approval. Department Chair/Lead Teacher 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, husband/wife or parent/child(ren) 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. Long-term substitutes in a position that lasts for one semester or less will be hired through the Substitute Teacher Service and no benefits will be offered by the Board.
3. Long-term substitutes hired for more than one semester for the same position within a school year 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.
4. In addition to the salary schedule set forth herein above, the following fringe benefits, and no other, shall be provided:
 - a. Medical and prescription insurance as set forth in Article VI, Section A.
 - b. Dental care insurance as provided in Article VI, Section D.
 - c. Vision insurance at full cost to the long-term substitute.
 - d. One (1) personal use day for each semester employed.
 - e. Ten (10) days sick leave per school year, cumulative.
5. Long-term substitutes will be granted an interview for open positions if he/she has received satisfactory ratings in his/her current assignment.

ARTICLE VI
FRINGE BENEFITS

A. Medical and Hospital Insurance

1. For Year 1 (2022-2023) of the contract, the Board will provide for and pay the cost of individual or employee/spouse or family coverage for the Independence Blue Cross ("IBC") 10/20/70 Plan, the Independence Blue Cross 20/40/70 Plan, the Independence Blue Cross 15S, and IBC Open Choice 3 Plan for each employee so electing. The employee premium share on medical, dental and prescription coverage for each contract year will be as follows:

IBC 10/20/70 Plan	13%
IBC 20/40/70 Plan	12%
IBC 15S Plan	12%
IBC Open Choice 3	12%

For Years 2 (2023-2024) and 3 (2024-2025) of the contract, the Board will provide for and pay the cost of individual or employee/spouse or family coverage for the Independence Blue Cross (“IBC”) PPO1 Plan, the Independence Blue Cross PPO2 Plan (the Core Plan), and the Independence Blue Cross POS Plan for each employee so electing.

PLAN NAME	PPO1	PPO2	POS
In Network			
Coinsurance (EE %)	100%	100%	100%
Deductible Type	Embedded	Embedded	Embedded
Deductible Amount (individual)	\$0	\$0	\$600
Deductible Amount (family)	\$0	\$0	\$1,200
Out-of-Pocket Maximum Type	Embedded	Embedded	Embedded
Out-of-Pocket Maximum (individual)	\$3,500	\$6,500	\$7,000
Out-of-Pocket Maximum (family)	\$7,000	\$13,000	\$14,000
In-Network Benefits			
PCP (primary)	\$15	\$30	\$40
SCP (specialist)	\$30	\$50	\$60
Hospital Inpatient	\$100/day (5 day max)	\$500/day (5 day max)	\$500/day (5 day max) after ded.
Outpatient Surgery	\$100	\$500	\$500 after ded.
Emergency Room	\$150	\$250	\$250 after ded.
Urgent Care	\$50	\$75	\$75
Preventive	100%	100%	100%
Physical and Occupational Therapy	\$15 (visits 1-30)/\$30 (after visit 30)	\$30 (visits 1-30)/\$50 (after visit 30)	\$40 (visits 1-30)/\$60 (after visit 30) after ded.

Spinal Manipulations	\$30	\$50	\$60 after ded.
Outpatient Lab/Pathology	100%	100%	100%
Routine Radiology	\$30	\$50	\$60 after ded.
MRI/MRA, CT Scans/PET Scans	\$60	\$100	\$120 after ded.
Durable Medical Equipment	\$30	\$50	\$60 after ded.
Out-of-Network			
Coinsurance (EE %)	70%	50%	50%
Deductible Amount (individual)	\$1,000	\$5,000	\$5,000
Deductible Amount (family)	\$3,000	\$10,000	\$10,000
Out-of-Pocket Maximum (individual)	\$7,500	\$15,000	\$15,000
Out-of-Pocket Maximum (family)	\$15,000	\$45,000	\$45,000

The employee premium share on medical, dental and prescription coverage for Year 2 and 3 will be as follows:

IBC PPO1 Plan	17%
IBC PPO2 Plan	12%
IBC POS Plan	9%

The Plans provide “in network” services furnished by a participating doctor or hospital. “Out of network” services furnished by a non-participating doctor or hospital may be subject to a deductible and remaining fees.

2. Effective during the 2022-2023 plan year of the contract, should an employee elect not to accept the insurance coverage provided, that employee shall receive an amount equal to twenty-five percent (25%) of the insurance premium for the IBC 10/20/70 Plan. This election must be made during the month of May prior to the subsequent plan year.

Effective for the open enrollment for the 2023-2024 plan year and each plan year

thereafter, in the event that an individual employee who is not married to another district employee decides to opt out of the district's insurance plan, he or she would be eligible to receive an opt out waiver payment of 25% of their applicable rate capped at no higher than the employee/spouse rate of the Core PPO2 plan (medical, prescription, and dental) depending upon their tier designation. This election must be made during the month of May prior to the subsequent plan year.

Effective for the open enrollment for the 2023-2024 plan year and each plan year thereafter, if two district employees are married, one employee would elect whatever coverage he or she would elect, and the other spouse would not be entitled to receive an opt out waiver payment. Further, if the two employees are married, the employee purchasing/electing the insurance may receive the buy up PPO1 plan or the Core PPO2 plan at their designated tier level but will pay the contractual rate for the buy down POS plan at the corresponding tier level (e.g., the married employee who elects family coverage may receive family coverage in the buy up PPO1 plan or the Core PPO2 plan, but will pay the contractual rate for family coverage of the buy down POS plan). This election must be made during the month of May prior to the subsequent plan year.

Effective during the 2022-2023 plan year of the contract and every year thereafter, the District will be enrolled in the Medical Utilization Management program with Independence Blue Cross.

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. Any changes in healthcare funding model will occur only with the concurrence of both the Association and the Board. Such concurrence will be in writing signed by both parties and attached to this Agreement as a memorandum of understanding.
5. The District and the Association agree to continue to participate in the SEPAST-Southeastern Pennsylvania Schools Trust ("Trust") for the purpose of providing medical and prescription benefits. Should the District subsequently withdraw from the Trust, except as provided herein, it shall provide the same or similar benefit plans as offered by the District.

Effective October 1 of each school year, the District agrees to request that the Trust provide the District and the Association with projected information as to whether or not any of the health benefit plans offered by the District through the Trust would be projected to incur or actually incur an excise tax, tax, or penalty, as the result of the implementation of the Patient Protection and Affordable Care

Act (ACA) on the Trust or the District's health benefit plan. This process will be repeated annually thereafter and updated as needed.

In the event that it is determined and/or projected as of January of each year that any of the health benefit plans offered by the District will incur excise taxes, taxes or penalties imposed on the Trust or upon the District's health benefit plan as a result of the health benefit plan or plans exceeding the thresholds provided in the ACA and to the extent they exist, the District shall no longer offer such health benefit plan listed herein and shall instead bargain with the Association and agree to a plan through IBC that does not exceed the thresholds established in the ACA. In the event that any new health benefit plans are offered with less cost, the parties shall apply the employee premium share listed above for such health benefit plans.

If and when the Trust advises the District that a Cadillac Tax will be assessed or the District otherwise learns of that information, the District has the further option to immediately meet and confer with a mutually agreed-upon Benefit Consultant to redesign any one of the health benefit plans offered by the District to remain below the threshold of the tax. It is the parties' intent to make only the changes necessary to avoid the tax.

If there is a disagreement over different plan design changes to meet the objective, the dispute will be submitted in expedited fashion to an arbitrator to decide. The arbitrator shall be selected from a panel of arbitrators from the Pennsylvania Bureau of Mediation or mutually selected by the parties.

The arbitrator shall choose either the Plan design offered by the District or the Association with the proviso that the Plan must be below the tax threshold. The arbitrator may issue the award without a subsequent opinion.

6. The District and the Association shall work together to provide health insurance education to Bargaining Unit Members prior to open enrollment, as well as during the onboarding process for new hires.

B. Prescription Coverage

In Year 1 (2022-2023) of the contract, prescription coverage includes a \$10.00 co-payment for generic drugs and a \$25.00 co-payment for brand-name drugs.

In Years 2 (2023-2024) and 3 (2024-2025) of the contract, prescription coverage for the PPO1 plan includes a \$10 co-payment for generic drugs, a \$25 co-payment for preferred formulary drugs, and \$50 co-payment for non-preferred formulary and specialty drugs.

In Years 2 and 3 of the contract, prescription coverage for the PPO2 and POS plans includes a \$15 co-payment for generic drugs, a \$30 co-payment for preferred drugs, and \$60 co-payment for non-preferred and specialty drugs.

In Years 2 and 3 of the contract, the District's prescriptions plans will include the SaveOnSP program, a National Preferred Formulary, and the Unlimited Package for Advanced Utilization Management.

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

Dental Care basic 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 19)
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.

Professional employees may also elect to participate in the a dental "buy-up" plan by paying the difference between the "buy-up" premium and the "basic" plan premium.

The dental care "buy up" coverage shall include the following classes of benefit:

1. Routine Services
100% Coinsurance
Oral examinations
X-rays
Prophylaxis
Fluoride Treatment
2. Restorative Service
100% Coinsurance
Amalgam, porcelain, plastic filings, extractions, space maintainers, periodontics
3. Prosthetic Services
50% Coinsurance
Crowns, bridges, dentures, endodontics, gold inlays
4. Orthodontics (limited to dependents under age 19)
50% to \$2000
5. Maximum Benefits
\$2000 per dependent except as noted in level IV. It is further understood that the employee shall pay the cost of the \$25 orthodontic lifetime service dollar deductible in the dental program

E. Vision Insurance

Vision Insurance will be the Eye Med vision plan or its substantial equivalent. The cost to the employee will be 100% of the premium cost.

F. 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.

G. 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.

H. 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, 2021, the retiree must retire by June 30 of the fiscal year in which he/she completes at least twenty (20) years employment with the Lower Moreland Township School District.
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.

I. Unused Sick Leave Upon Retirement

For a professional employee retiring from the Lower Moreland School District in accordance with the Pennsylvania Public School Employee Retirement Code, the District shall make a non-elective employer contribution at retirement into a 403(b) account, that must be established by the employee after contacting Costello Financial LLC or its successor Creative Financial Group or any other successor, for unused sick leave accumulated in the Lower Moreland School District to the following maximums:

Year	2022-2025
Amount Per Day	\$68
Maximum Days	260
Maximum Payment	\$17,680

To the extent the non-elective contribution would cause the limits under Internal Revenue Code Section 415(c) to be exceeded with respect to the employee, such excess amount shall be paid to the employee as cash compensation. Any such cash compensation shall be subject to legally required deductions exclusive of contributions for Pennsylvania retirement benefits. Such payment may not be used to increase the annual salary for retirement purposes.

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.

K. 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 sick leave accumulated in the Lower Moreland School District corresponding to the rates and maximums listed in section I, 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.

L. Leave for Family Illness

Each employee may utilize up to fifteen (15) days of his/her 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.

M. 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.

Monthly meetings of the Trustees of the Southeastern Pennsylvania Schools Trust will not be counted as Association Leave Days nor will the Association be responsible for the cost of substitute salaries to attend a monthly Trustees meeting.

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.

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

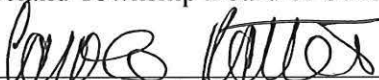
A grievance procedure is herewith adopted for the purpose of affording amicable solutions to complaints by teachers regarding the meaning, interpretation or application of any provision of this Agreement. The grievance procedure is appended hereto as Appendix C.

ARTICLE XII
AUTHORIZATION

This agreement shall be effective as of the first day of September, 2022 and shall continue in full force and effect through August 31, 2025.

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.

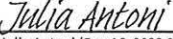
Lower Moreland Township Board of School Directors

Attest: 
Secretary

By: 
President

Lower Moreland Township
Education Association

Attest 
Hillary Eisenman (Sep 16, 2022 08:51 EDT)
Secretary

By: 
Julia Antoni (Sep 16, 2022 08:22 EDT)
Co- President


Meg Smith (Sep 16, 2022 08:50 EDT)
Co-President

Index of Appendices

Appendix A.....	Salary Scales
Appendix B.....	Extracurricular Compensation
Appendix C.....	Grievance Procedure
Appendix D.....	Department Chair/Lead Teacher Compensation Plan

APPENDIX A

2022-
2023

Class

	I	II	III	IV	V	VI	VII
	B	B+18	B+24	M/Meq	M(E)+12	M(E)+18	M(E)+30
1	\$56,619	\$60,392	\$62,278	\$64,357	\$67,187	\$70,018	\$76,058
2	\$57,803	\$61,337	\$63,223	\$65,489	\$68,319	\$71,150	\$77,567
3	\$58,505	\$62,278	\$64,168	\$66,620	\$69,452	\$72,282	\$79,076
4	\$59,449	\$63,223	\$65,111	\$67,754	\$70,584	\$73,417	\$80,587
5	\$60,392	\$64,168	\$66,055	\$68,886	\$71,716	\$74,549	\$82,097
6	\$61,526	\$65,298	\$67,187	\$70,018	\$72,848	\$75,680	\$83,606
7	\$62,844	\$66,620	\$68,506	\$71,150	\$73,983	\$76,812	\$85,117
8	\$64,168	\$67,942	\$69,829	\$72,282	\$75,113	\$78,322	\$86,626
9	\$64,168	\$67,942	\$72,659	\$73,983	\$76,812	\$81,531	\$89,079
10	\$64,168	\$67,942	\$75,491	\$78,697	\$81,531	\$86,249	\$93,798
11	\$64,168	\$67,942	\$78,322	\$84,266	\$87,099	\$91,816	\$99,365
12	\$64,168	\$67,942	\$81,154	\$89,835	\$92,665	\$97,385	\$104,933
13	\$64,168	\$67,942	\$83,983	\$92,614	\$98,232	\$102,952	\$110,501
14	\$64,168	\$67,942	\$88,277	\$100,971	\$103,800	\$108,519	\$116,069

2023-

2024

Class

	I	II	III	IV	V	VI	VII
	B	B+18	B+24	M/Meq	M(E)+12	M(E)+18	M(E)+30
1	\$58,318	\$62,204	\$64,146	\$66,288	\$69,203	\$72,118	\$78,340
2	\$59,538	\$63,177	\$65,119	\$67,454	\$70,368	\$73,285	\$79,894
3	\$60,260	\$64,146	\$66,093	\$68,619	\$71,535	\$74,451	\$81,448
4	\$61,232	\$65,119	\$67,064	\$69,786	\$72,702	\$75,619	\$83,005
5	\$62,204	\$66,093	\$68,037	\$70,952	\$73,868	\$76,785	\$84,560
6	\$63,372	\$67,257	\$69,203	\$72,118	\$75,034	\$77,950	\$86,115
7	\$64,730	\$68,619	\$70,561	\$73,285	\$76,202	\$79,116	\$87,670
8	\$66,093	\$69,980	\$71,924	\$74,451	\$77,366	\$80,671	\$89,224
9	\$66,093	\$69,980	\$74,838	\$76,202	\$79,116	\$83,977	\$91,751
10	\$66,093	\$69,980	\$77,756	\$81,058	\$83,977	\$88,837	\$96,612
11	\$66,093	\$69,980	\$80,671	\$86,794	\$89,712	\$94,571	\$102,346
12	\$66,093	\$69,980	\$83,589	\$92,531	\$95,445	\$100,306	\$108,080
13	\$66,093	\$69,980	\$86,502	\$95,392	\$101,179	\$106,040	\$113,816
14	\$66,093	\$69,980	\$90,925	\$104,000	\$106,914	\$111,774	\$119,551

2024-
2025
Class

	I	II	III	IV	V	VI	VII
	<u>B</u>	<u>B+18</u>	<u>B+24</u>	<u>M/Meq</u>	<u>M(E)+12</u>	<u>M(E)+18</u>	<u>M(E)+30</u>
1	\$59,776	\$63,759	\$65,750	\$67,945	\$70,933	\$73,921	\$80,299
2	\$61,026	\$64,756	\$66,747	\$69,140	\$72,127	\$75,117	\$81,891
3	\$61,767	\$65,750	\$67,746	\$70,334	\$73,324	\$76,312	\$83,484
4	\$62,763	\$66,747	\$68,741	\$71,531	\$74,519	\$77,510	\$85,080
5	\$63,759	\$67,746	\$69,738	\$72,726	\$75,714	\$78,705	\$86,674
6	\$64,956	\$68,939	\$70,933	\$73,921	\$76,910	\$79,899	\$88,267
7	\$66,348	\$70,334	\$72,325	\$75,117	\$78,107	\$81,094	\$89,862
8	\$67,746	\$71,730	\$73,722	\$76,312	\$79,300	\$82,688	\$91,455
9	\$67,746	\$71,730	\$76,709	\$78,107	\$81,094	\$86,076	\$94,044
10	\$67,746	\$71,730	\$79,700	\$83,084	\$86,076	\$91,058	\$99,027
11	\$67,746	\$71,730	\$82,688	\$88,964	\$91,955	\$96,935	\$104,905
12	\$67,746	\$71,730	\$85,679	\$94,844	\$97,831	\$102,814	\$110,782
13	\$67,746	\$71,730	\$88,665	\$97,777	\$103,709	\$108,691	\$116,661
14	\$67,746	\$71,730	\$93,198	\$106,600	\$109,587	\$114,569	\$122,540

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

2022-2025
\$330-\$380 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.
- c. 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.
- d. 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 coach 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>	2022-2025
0-3 years (inclusive)	\$330
4-7 years	\$355
8+	\$380

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

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. The Advanced Placement (AP) Coordinator will receive one (1) credit on the extracurricular salary scale (equal to the maximum value of an extracurricular unit), plus an honorarium fee of \$250.00. AP Coordinator will receive payment on the first pay date in January of each school year.

The CAPS sponsor will be paid by an annual stipend each school year that is equal to the value of four (4) units on the extracurricular unit schedule. The CAPS sponsor will receive approval for the stipend for each year at the September Public Meeting of the Board of School Directors. The CAPS Sponsor will receive ½ payment on the first pay date in December and ½ payment on the last pay date in June.

The District will annually pay a stipend to the SAT Coordinator equal to two (2) credits on the extracurricular salary scale (equal to the maximum value of an extracurricular unit) for agreeing to oversee four (4) SAT testing dates each year at Lower Moreland High School. The SAT Coordinator will receive payment on the first pay date in January of each school year.

F. 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.

G. 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 for a reasonable period of time through email blast, Lower Moreland Website and other appropriate posting mechanisms. Whenever practical the posting period will be two (2) weeks.

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:

2022-2025

Level I	1-3 years	\$330
Level II	4-7 years	\$355
Level III	8+ years	\$380

<u>ACTIVITY</u>	<u>UNITS</u>
<u>Pine Road</u>	
Audio Visual Tech Coordinator	6.0
Band, 4 th Grade	2.0
Band, 5 th Grade	6.0
Choral Director (3)	3.0
Choral Director (4/5)	6.0
Pine Road Drama Club	5.0
Pine Road Drama Club-Music	4.0
Intramurals (First Semester)	1.0
Intramurals (Second Semester)	1.0
Jump Rope Club	2.0
Nature Trail Club	4.0
News Studio	8.0
Newspaper Club	3.0
Orchestra 3 rd Grade	2.0
Orchestra (4/5)	8.0
Patrol Corps	2.0
Running Club	3.0
Student Council	3.0

<u>Murray Avenue</u>	
Art Club	5.0
Band (6)	3.0
Band (7/8)	4.0
Band, Jazz	4.0
Baseball, Head (7/8)	7.0
Baseball, Assistant (7/8)	4.0
Basketball, Head, Boys (7/8)	7.0
Basketball, Assistant, Boys (7/8)	4.0
Basketball, Head, Girls (7/8)	7.0
Basketball, Assistant, Girls (7/8)	4.0
Chamber Strings	6.0
Cheerleaders (7/8)	5.0

Murray Avenue (cont)

Choral Director (6)	6.0
Choral Director (7/8)	2.0
Dramatics	8.0
Dramatics, Music	4.0
Dramatics, Set Construction	2.0
Dramatics, Tech	2.0
Field Hockey, Head (7/8)	7.0
Field Hockey, Assistant (7/8)	4.0
Intramurals (First Semester)	2.0
Intramurals (Second Semester)	2.0
Junior Interact Club	2.0
LionVoice	7.0
Literary Magazine Club	2.0
Mathletes (7/8)	2.0
Memory Book	4.0
News Studio	8.0
Odyssey of the Mind Club	4.0
Orchestra, String (Grade 6)	6.0
Orchestra, Symphonic(7/8)	7.0
Reading Olympics Club	1.0
Science Club	6.0
Soccer, Boys Middle School (7-8)	7.0
Soccer, Assistant Boys (7/8)	4.0
Soccer, Girls Middle School (7/8)	7.0
Softball, Head (Grades 7/8)	7.0
Softball, Assistant (7/8)	4.0
STEAM Club	2.0
Student Council	4.0
Track, Head (7/8)	7.0
Track, Assistant (7/8)	4.0
Wrestling, Head (7/8)	7.0
Wrestling, Assistant (7/8)	5.0

High School (9-12)

Academic Decathlon	2.0
Art Club	3.0
Asian Cultures Club	2.0
Auditorium Coordinator	12.0
Band, Concert	7.0
Band, Jazz	16.0
Band, Pep	4.0
Baseball, Head	11.0
Baseball, Assistant Varsity	4.0
Baseball, JV	8.0
Basketball, Head, Boys	15.0
Basketball, JV Boys	9.0
Basketball, Assistant Varsity Boys	5.0

High School (9-12)(cont)

Basketball, Head Girls	15.0
Basketball, JV Girls	7.0
Basketball, Assistant Varsity, Girls	7.0
Buddy Club	5.0
Chamber Strings	6.0
Cheerleaders, Basketball	5.0
Cheerleaders, Football	4.0
Chess Club	7.0
Choir, Concert	6.0
Choir, Honor	6.0
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
Cross Country, Head, Boys	7.5
Cross Country, Assistant, Boys	3.5
Cross Country, Head, Girls	7.5
Cross Country, Assistant, Girls	3.5
Debating Advisor	4.0
Debating Advisor, Assistant	3.0
Diving, Boys	3.0
Diving, Girls	3.0
Drama Advisor	3.0
Dramatics: Fall Director	7.0
Dramatics: Spring Director	9.0
Dramatics: Producer (Fall)	2.0
Dramatics: Producer (Spring)	2.0
Dramatics: Assistant	6.0
Dramatics: Choreography	3.0
Dramatics: Light & Sound	6.0
Dramatics: Costume & Make-Up	6.0
Dramatics: Orchestra Director	3.0
Dramatics: Vocal Director	7.0
Dramatics: Set Construction(Fall)	4.0
Dramatics: Set Construction(Spring)	4.0
Environmental Club	3.0
FBLA	2.0
Field Hockey, Head	11.0
Field Hockey, Assistant	8.0
Fitness Center (Fall)	5.0
Fitness Center (Winter)	5.0
Fitness Center (Spring)	5.0
Football, Head	16.0
Football, Assistant #1	9.0
Football, Assistant #2	13.0
Football, Assistant #3	11.0
French Club	1.0

High School (9-12)(cont)

Gay Straight Alliance Club	4.0
German Club	2.0
Golf	9.0
Interact Club	2.0
Jazz LAB Band	6.0
Lacrosse, Head	11.0
Lacrosse, Assistant	8.0
Literary Magazine	6.0
Mock Trial	11.0
National Honor Society	11.0
News Studio	11.0
Newspaper (Lion's Roar)	2.0
Orchestra	6.0
Science Club	5.0
Soccer, Head, Boys	13.0
Soccer, JV Boys	5.0
Soccer, Assistant, Boys	5.0
Soccer, Head, Girls	11.0
Soccer, Assistant, Girls	8.0
Softball, Head, Girls	11.0
Softball, Assistant, Girls	8.0
SADD	3.0
Student Council	5.0
Students Against Melanoma	3.0
Swimming, Head, Boys & Girls	16.0
Swimming, Assistant 1	7.0
Swimming, Assistant 2	6.0
Tennis, Head, Boys	11.0
Tennis, Assistant, Boys	8.0
Tennis, Head, Girls	11.0
Tennis, Assistant, Girls	8.0
Track, Indoor	11.0
Track, Indoor, Assistant	5.0
Track, Head, Boys	11.0
Track, Head, Girls	11.0
Track, Assistant #1	8.0
Track, Assistant #2	8.0
Track, Assistant #3	5.0
World Affairs Council	2.0
Wrestling, Head	15.0
Wrestling, Assistant	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) schools 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 – Department Chair/Lead Teacher Compensation Plan

1. Department Chair/Lead Teacher Stipends will be as Follows:

- Year one and two of the Curriculum Cycle, curriculum development - \$2,500
- Year three of the Curriculum Cycle, first implementation year - \$1,000
- Year four, five, six, seven of the Curriculum Cycle – monitoring years - \$500
- All Department Chairs/Lead Teachers will have the option, in lieu of tuition reimbursement, to receive an additional Department Chair/Lead Teacher Stipend annually to \$2,200. (Election of tuition reimbursement or Department Chair/ Stipend must be selected on the Department Chair/Lead Teacher Contract, on or before September 1st annually.)

2. Tuition Reimbursement for Department Chair/Lead Teacher

Department Chair/Lead Teacher will receive 100% tuition reimbursement of up to \$4,400 per year.

3. Department Chair/Lead Teacher Structure as follows:

<u>Grade Level</u>	<u>Department</u>
K-5	Language Arts
6-8	Language Arts
9-12	Language Arts
K-5	Mathematics
6-8	Mathematics
9-12	Mathematics
K-5	Science
6-8	Science
9-12	Science
K-5	Social Studies
6-8	Social Studies
9-12	Social Studies
K-5	Technology/Library
6-8	Technology/Library
9-12	Technology/Library
K-5	Special Education
6-8	Special Education
9-12	Special Education
K-12	Guidance
K-12	Music
K-12	Fine & Practical Arts
K-12	Foreign Language
K-12	Physical Education
K-12	Nursing
K-12	Gifted Education