

AGREEMENT

Between the

MOON AREA SCHOOL DISTRICT

And the

MOON AREA EDUCATION ASSOCIATION

PSEA/NEA

2005—2010

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ARTICLE I (1)

PREAMBLE

THIS AGREEMENT entered on the 12th day of September 2005, by and between the BOARD OF EDUCATION OF THE MOON AREA SCHOOL DISTRICT, Allegheny County, Pennsylvania, hereinafter called the "Board," and the MOON EDUCATION ASSOCIATION, PSEA/NEA, hereinafter called the "Association."

The effective day of this Agreement shall be July 1, 2005, except as specifically noted herein.

This Agreement is intended to set forth all of the terms and conditions to which each party agrees to be bound and is intended to cover all conditions and benefits presently existing.

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, the consideration of the following mutual covenants, and intending to be legally bound thereby, the parties agree as follows:

ARTICLE II (2)

RECOGNITION

The Moon Area School Board of Education recognizes the Moon Education Association, PSEA/NEA as the exclusive representative for collective bargaining for all teachers included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is listed herewith and made a part as full as though the same were set forth herein in length, hereof:

1. Classroom Teachers
2. Guidance Counselors
3. Home and School Visitors
4. Nurses
5. Department Heads
6. Librarians
7. Long-Term Substitutes (See Article XXXIII)

Any use of the term "teacher" in this Agreement shall mean members of the bargaining unit.

ARTICLE III (3)

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. **Deadline Date.** The parties agree to enter into collective bargaining over a Successor Agreement in accordance with the provisions of Act 195 and Act 88. Any Agreement so negotiated shall be reduced to writing after ratification by the parties.

- B. **Modification.** This Agreement shall not be modified in whole or part by the parties except by an instrument, in writing, duly executed by both parties. Upon mutual consent to modify this Agreement, negotiations shall commence not more than fifteen (15) days thereafter.

ARTICLE IV (4)

NON-DISCRIMINATION

The Association and the Board agree to continue to uniformly apply policy. The Association and the Board further agree that they will not discriminate against any teacher on the basis of race, creed, color, national origin, sex, age, marital status or participation or non-participation in Association activities. As used herein, the term, "discriminate against" means the exercise of prejudice against an individual, having no reasonable justification or explanation.

ARTICLE V (5)

GRIEVANCE PROCEDURE

- A. **Purpose.** The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting teachers. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

- B. **Definition.**

Grievance (Definition)-A "Grievance" is hereby defined as:

1. A complaint by the Association on behalf of teacher(s) regarding the meaning, interpretation, or application of any provision in the Agreement.

2. An allegation that the local School Board or its agents acted in bad faith or in an arbitrary, capricious manner contrary to the established written Board Policy governing or affecting the teachers covered by this Agreement.

C. **Procedure/Time Limits.** Since it is important that a grievance 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 by mutual Agreement.

D. **Levels.**

1. **Level One.** In the event a teacher believes there is a basis for a grievance, he/she shall, within fourteen (14) calendar days of the alleged occurrence giving rise to the grievance, after first discussing the same with his/her immediate supervisor or building principal, giving him/her an opportunity to correct the alleged grievance, file a formal signed grievance on the proper grievance form with the Superintendent or his/her designated agent.

Within seven (7) calendar days of receipt of the grievance by certified mail, the Superintendent or his/her designated agent, shall have a meeting with the grievant, either personally or accompanied by his/her Association representative, to discuss the grievance. Within seven (7) calendar days of the discussion, the Superintendent or his/her designated agent, shall give reason for his/her decision in specific terms in writing, transmitting a copy of the same to the grievant by certified mail, the Professional Rights and Responsibilities Chairperson, the Building Principal involved, and place a copy of the same in a permanent file in his/her office. Either party may request a continuance at this level. A one-time continuance shall be granted to the requesting party and will not exceed seven (7) days.

If no decision is rendered within the seven (7) calendar days, or the decision is unsatisfactory to the grievant, the grievant may appeal the same to the Board of Education within seven (7) calendar days. A meeting with the designated representatives of the Board will be held within twenty (20) calendar days following the receipt of the appeal. The School Board shall give reason for its decision in specific terms in writing within three (3) calendar days after the next regularly scheduled Board meeting [this time period not to exceed seventeen (17) days].

2. **Level Two.** If the grievance is not satisfactorily adjusted under the procedures set forth above within fourteen (14) calendar days, the issues shall be deferred to binding arbitration as provided in Article IX, Section 903 of Act 195. The parties shall attempt to mutually agree upon an arbitrator to hear this matter and, if unable to do so within seven (7) calendar days, shall request a list of the names of seven (7) arbitrators from the Pennsylvania Mediation Service. Each party shall strike the names--the employer representative striking first--and the name remaining shall be appointed to hear the dispute. Upon the selection of an arbitrator, the Board and Association will request three dates on which the arbitration will be held. Upon receipt of these three (3) dates for the arbitration hearing from the named arbitrator, the Association and Board will within seven (7) calendar days agree on one of these dates. These dates must be within ninety (90) calendar days of the Arbitrator's notification.

During the arbitration hearing, the Board and the Association shall not be permitted to assert any ground or to rely on any evidence not previously disclosed to the other party. The Arbitrator shall have no power to alter, add, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of the Arbitrator.

- E. **Rights of the Teachers to Representation.**
 - 1. **Teacher and Association.** Any party in interest may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.
 - 2. **Reprisals.** No reprisals of any kind shall be taken by the Board or by any member of the administration 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.

- F. **Miscellaneous.**
 - 1. **Separate Grievance File.** All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
 - 2. **Forms.** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, or other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution as to facilitate operation of the Grievance Procedure.
 - 3. **Meetings and Hearings.** All meetings and hearings under this Procedure shall not interfere with teaching duties nor be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this ARTICLE.

ARTICLE VI (6)

RIGHTS OF PROFESSIONAL TEACHERS

- A. **Statutory Savings Clause.** Nothing contained herein shall be construed to deny or restrict to any professional teacher such rights as he/she may have under the Public School Code, or the Public Employee Relations Act 195, or other applicable laws and regulations.

- B. **Just-Cause Provision.** No teacher shall be disciplined, discharged, suspended, or furloughed/laid-off, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The remedy for any violation of the above provision shall be limited to the Grievance Procedure herein set forth, unless a proceeding is filed under the applicable provisions of the School Code and then the remedy shall be limited to such relief as provided there under.

- C. **Access to Information.** All information forming the basis of any action toward any teacher will be made available to the teacher and/or Association in writing upon a request by the teacher in writing.

- D. **Required Meeting or Hearings.** As set forth in Section 1127 of the Public School Code, or whenever any professional teacher is required to appear before the Superintendent, Board, or any Board committee or member thereof, concerning any

matter which would adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice for the reasons of such meeting or interview, and shall be entitled to have a representative of the Association or legal counsel present to advise him/her during such meeting or interview. In addition, whenever any teacher is required to appear before the Board or its agent, he/she shall be entitled to have a representative of the Association present during such meeting or interview. Nothing herein shall preclude the Board or its agents from talking to any teacher or informally discussing matters relevant to the teacher's work.

- E. **Evaluation of Students.** The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. If an extraordinary situation arises and the building principal can show just cause, a student's grade may be changed after written notification and consultation with the teacher. In accordance with school policy, any instance in which a student drops a course(s) after the designated time and does not receive a failing grade shall be treated as a grade change. The teacher has the right to appeal any grade change to the Central Office representative of his/her choice. The Central Office person will render a decision in writing and provide appropriate rationale within five (5) days of the teacher's appeal. If the teacher is not in agreement with the decision rendered by the Central Office individual, the teacher has the right to appeal that decision to the Board of Education within five (5) days. The Board will render a decision in writing within ten (10) days of the appeal, and its decision will be binding. In any event, when a grade is changed by a principal, his/her identification will replace the teacher identification on the report card and the permanent record card.
- F. **Association Identification.** No teacher shall be prevented from wearing pins or other identification of membership in the Association or its Affiliates.
- G. **Criticism of Teachers.**
 - 1. Any criticism by a supervisor or administrator of a teacher of his/her instructional methodology shall be made in confidence and not in the presence of students, parents, or at public gatherings.
 - 2. Any criticism, charge, or complaint by a Board Member acting in his/her official capacity or at a public meeting of the Board shall be made only after such charges or complaints shall have been presented in writing to the teacher involved. The Board further agrees to discourage discussions of criticisms, complaints, or charges against a teacher at a public meeting unless the charges have been investigated and previously presented to the teacher in writing.
- H. **Staffing.** The Moon Area School District and the Moon Education Association, PSEA/NEA, recognize that declining enrollment and staffing patterns for bargaining unit members may change during the life of this Agreement. Bargaining unit positions will be maintained as follows:
 - 1. Attrition will normally meet the staffing requirements of the District. Attrition is defined as positions vacated when bargaining unit members leave employment due to death, resignation and retirement. Attrition will first be applied when the need for less staffing arises.

2. In those instances where attrition does not meet the staffing requirements of the District, it may be necessary to furlough bargaining unit members. The straight-line method of realignment shall apply. Furloughs and recalls as they apply to this section will be in accordance with the law. Seniority as it applies to furloughs is defined elsewhere in this-Agreement. If it becomes necessary to furlough, the parties agree that furloughs will not be arbitrary or capricious and further, furloughs will not be disproportionate to enrollment decline.
3. The District agrees that no newly created position or vacated bargaining unit position or permanent substitute position will be filled from outside the bargaining unit as long as there are individuals on furlough status with proper certification. If there are no furloughed teachers with proper certification, the new position will be filled by the Board at its sole discretion.
4. Furloughed bargaining unit members will be recalled for long-term (permanent) substitutes as follows:
 - a. When long-term (permanent) substitute positions arise, those furloughed teachers holding proper certification will be given first opportunity to fill said positions. The most senior furloughed teacher holding the proper certification will be recalled first.
 - b. When long-term (permanent) substitute positions arise and no furloughed teacher holds proper certification, the District may seek an emergency certificate for the furloughed individual. The most senior furloughed teacher without the proper certification will be given first opportunity to fill the position.
 - c. Furloughed teachers filling long-term (permanent) substitute positions will be placed on their proper salary schedule placement and receive all benefits and privileges of this Agreement.
 - d. Furloughed teachers receiving an emergency certificate will be given twenty-four (24) months to make said certificate permanent. The employer will provide tuition payments in accordance with Article XXV (Professional and Educational Development) of this Agreement in order for the teacher to achieve proper certification. Said payment of credits will be approved by the Superintendent. This shall occur only when the long-term (permanent) position becomes permanent.
 - e. If permanent positions arise that the furloughed teacher filling a long-term (permanent) substitute position is qualified to fill, and said furloughed teacher is the most senior certified furloughed teacher, the said teacher will be placed in the permanent position.
5. Furloughed teachers not recalled to a long-term (permanent) substitute position may volunteer to be placed in a pool for day-to-day substitute positions. If a furloughed teacher does not notify the District of his/her intention to volunteer, the District shall have no obligation to call that teacher for day-to-day substitute positions.
 - a. Furloughed teachers with proper certification will be called to substitute for day-to-day positions first.

- b. If no furloughed teacher is properly certified to fill the substitute position, then the District may call a non-furloughed certified person.
 - c. If the District cannot find any person with proper certification to fill the substitute position, then the most senior furloughed teacher will be called.
 - d. Furloughed teachers filling day-to-day substitute positions will be paid as follows:
 - (1) The District's rate for day-to-day substituting according to the District's policy or seventy-five dollars (\$75) per day whichever is greater.
 - (2) Beginning with the ninety-first (91st) day-to-day substitute service in a new or vacated position, the teacher will be paid his/her daily rate of pay from his/her proper salary schedule placement. The first ninety (90) days will also be recalculated to show this change.
 - e. Furloughed teachers will receive full bargaining unit status on the ninety-first (91st) day and be entitled to all provisions of this Agreement.
6. The Board will not suspend (layoff) any teacher during the term of this Agreement without first having given that teacher written notice on or before April 15 so as to give that teacher an opportunity to seek additional certification to gain immediate employment in the District and will work to help that teacher obtain an emergency certification. If a teacher is unable to obtain an additional certification, the Board, while holding the teacher's position open for one (1) year, will grant an unpaid leave of absence as provided in Article XIX.
- I. **Master Schedules.** Copies of all teacher schedules will be forwarded to the Moon Education Association by the end of the first week of school.
 - J. **Provision of Board Policy.** The Board will make available, in the library of each school, copies of the established written Board Policy. The Board will also provide three copies of said Policy to the Association. The Board will keep the above copies updated with appropriate changes and additions, when they become available, after adoption by the Board.
 - K. **Class Rosters.** Teachers may be asked to divide students into groups for placement into classes for the next school year. No teacher names will be identified for group recommendations. Principals will be responsible for assigning staff to each class roster.

ARTICLE VII (7)

PERSONAL AND ACADEMIC FREEDOM

The Board and the Association agree that teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside the school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher provided they do not violate the statutes, law, or Constitution of the United States

and/or the Commonwealth. The private and personal life of a teacher is not the appropriate concern or attention of the Board except as it interferes with the teacher's responsibilities to and relationships with students and/or the school system; such then comes within the appropriate concern or attention of the Board of Education.

A teacher is entitled to freedom in the classroom in discussing his/her subject. He/she will be careful not to introduce into his/her teaching controversial matters, which have no relation to his/her subject.

ARTICLE VIII (8)

ASSOCIATION RIGHTS AND PRIVILEGES

- A. **Information.** During the course of the school year, the Board shall provide the Association with a copy of the Board's tentative agenda three (3) days prior to regularly scheduled Board meetings. Minutes of the meeting will be provided after their approval. Upon one (1) week's request in writing from an Association officer, the Board shall agree to furnish access to and permit copying thereof of the public data in its existing form. Such data shall include but is not limited to personnel lists, placement of teachers on the salary scale, number of teachers included in various categories of the benefits programs, the budget, and financial reports.
- B. **Released Time for Meetings.** Whenever any teacher is mutually scheduled to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of compensation.
- C. **Use of School Buildings.** The Association and its representatives shall have the right to use school buildings for meetings through applications to the building principal and by adhering to the administrative regulations as they apply to rental agreements. No rent will be charged except when use of the facilities necessitates a cost to the District due to usage beyond the normal school district hours of usage.
- D. **Bulletin Board, Mail Facilities, School Equipment, and Telecommunications Technology.** The Association and its representatives shall have the right to use faculty bulletin boards in each building, teacher mailboxes, school equipment, and tools of technology provided that priority shall be given to school needs, that the operator be competent, and that the Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof. The Board will make available training sessions for the operation of school machines and equipment to designated Association members. These qualified members will then be given access to and be permitted to operate the above-mentioned equipment on behalf of and at no charge to the Association.
- E. **Association Release Time.** Upon seven (7) days prior notification, the members of the Association, as designated by the Association, will be granted excused absence with pay to attend workshops, seminars, conferences, business meetings, conventions of an educational nature, or to attend meetings related to Association business. The total number of teaching days of excused absence granted under this section will not exceed

thirteen (13) teacher days, which can be taken in one-half (1 1/2) day increments in any school year. The District's liability shall not include conference registration or other expenses for such excused absence. Attendance at arbitrations and unfair labor practice hearings will not be counted towards the thirteen (13) days. Attendance at such hearings will be limited to three (3) Association representatives.

In addition, Association release time may also be used by the President of the Association or his/her designee to meet, at a mutually agreed time, with the Administration to deal with the ongoing concerns of the educational system.

ARTICLE IX (9)

MANAGERAL RIGHTS

The Board retains the exclusive right to operate the schools within the District, including, but not limited to, the right to establish the standards of services, the utilization of technology, the organizational structure, the selection and direction of personnel, the development of educational programs, curriculum, and policies within the District; the right to hire, assign, transfer and promote teachers, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement. It is expressly understood that the Board retains all rights which it had prior to the execution of this Agreement, whether exercised or not, except those expressly limited or modified by the terms of this Agreement.

ARTICLE X (10)

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. **Professional Qualifications.** The Board agrees to hire teachers in strict conformity with the School Laws of Pennsylvania, as amended, the Regulations of the State Board of Education, the Certification and Staffing Policy Guidelines, and the directives of the Board of Education.
- B. **Assignments.** Any teacher, whose assignment will be changed or will receive a displacement notice for the coming year, will receive his/her tentative assignment in writing by June 1 unless waived by mutual agreement between Administration and Association. Under no circumstances will notification occur later than three (3) days prior to filling of vacancies as identified in Article XVI (16).

The tentative assignment shall include building, grade level, subject area, team, and course title. Unless a teacher receives a notice of assignment change in writing by certified mail prior to August 15, these assignments will become effective on August 15. Any teacher notified of an unrequested assignment change after August 15 will be reimbursed \$200 for the extra time required to pack and move materials.

If any assignment is different from the current year's assignment, a conference between the teacher and his/her supervisor will be held prior to the last day of school. At the conference, the specific reason for the assignment will be explained and placed in writing.

All changes in assignment herein referred to will conform to Article XVI, Vacancies and Transfers.

- C. **Department Heads, Subject Leaders, Coordinators.** The District, at its discretion, may designate department heads, subject leaders and coordinator positions in such areas as it deems necessary. In the event the District creates these positions they will be applied for annually and will be filled by individuals who, in the judgment of the District, will meet the responsibilities as outlined in the applicable job description. Applicants will be notified of selection on or before June 30 unless waived by mutual agreement between Administration and Association. Department heads, subject leaders and coordinators in each building may be as follows:

High School Department Heads: Language Arts (Reading)
Mathematics
Social Studies
Science
Technology Education, Family and
Consumer Sciences, and
Business
Special Education

Middle School Subject Leaders: Mathematics
Language Arts (Reading)
Science
Social Studies
Technology Education and Family and
Consumer Sciences
Special Education

Coordinators: Foreign Language (K-12)
Art (K-12)
Music (K-12)
Health and Physical Education (K-12)
Guidance (K-12)
Special Education (K-5)

In order to apply, a teacher must be a full-time staff member with at least three (3) years of teaching experience in his/her department or elementary grade level in Moon Area School District. The District may fill the positions from the professional staff should there be no applicants who meet the eligibility criteria.

Those individuals who are selected to fill the foregoing positions will be required to teach the normal senior high, middle school or elementary teaching load, except that they will be relieved from the non-instructional duty period each day. An annual stipend will be paid as set forth in Appendix A of this Agreement. Coordinators may be released up to five (5) days per year to perform their duties, subject to the approval of the elementary and secondary supervisors. Coordinators will report to a School District designee. Persons appointed to the foregoing positions will work the school year as described in Article XXII, Section A and, at the discretion of the District, may be offered extended contracts.

ARTICLE XI (11)

TEMPORARY AND PART-TIME PERSONNEL

The Board and the Association are at all times desirous of staffing their classrooms with competent, qualified personnel. When substitute teachers are necessary to assume the responsibilities of any teacher, said substitute teachers, insofar as practical, shall meet the standards as required by the Board and the Department of Education for regular classroom teachers.

The term "substitute" shall mean any individual who has been employed to perform the duties of a teacher during such period of time as a teacher is absent on sabbatical leave or for some other legal cause authorized and approved by the Board or to perform the duties of the teacher who is absent temporarily.

With the exception of the employment of a full-term substitute, the following procedures will be followed when a teacher is to be absent:

- A. The teacher is to have the right to recommend the first certified substitute in his/her area. Reasonable efforts will be made to follow the recommendation. A substitute list will be made available to the teachers to aid in such recommendation.
- B. All other teachers certified in that area should then be contacted when adequate notification is given.
- C. Certified substitute teachers in all areas will be contacted where adequate notification has been provided with due consideration being given to safety and other extraordinary circumstances.
- D. If no certified substitute is available, other teachers may be asked to fill in for the absent teacher by relinquishing their personal planning time, with compensation to be made according to Article XXIX, Sections A and B. Teachers who are willing to relinquish their personal planning time for compensation will be considered first. If additional teachers are required, such assignments will be made on a rotating basis and not be assigned in an arbitrary, capricious, or discriminatory fashion.
- E. The District will provide the MEA President with ten (10) copies of the substitute handbook outlining general guidelines and a list of duties relative to the substitute's position.

ARTICLE XII (12)

TEACHER EVALUATION

The Board and the Association agree that the considered and objective evaluation of professional employees goes to the essence of professional growth and student betterment. Evaluation of a teacher's performance shall be conducted in accordance with the School Laws of Pennsylvania, as amended. To the furtherance of this end, it is agreed that the following criteria be used.

- A. **Open Evaluation.** All observations or monitoring of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. No recording devices of any kind will be used unless agreed to by the teacher.
- B. **Personnel File.** A teacher shall have the right to review, with Association representation, the contents of his/her personnel file and receive copies upon request, at Board expense, of any documents contained therein, with the exception of confidential employment records. The Board further agrees to protect the confidentiality of personal references, academic credentials, and other similar materials. Derogatory material shall not be placed in a teacher's personnel file without a conference and a review of the material with said teacher. The teacher will have an opportunity to respond in writing to the materials. At the end of each school year, the teacher shall have the right to request to his/her immediate supervisor or building principal that derogatory material be removed from the teacher's personnel file and destroyed. If the immediate supervisor or building principal chooses not to remove such material, the teacher may appeal this decision to a Central Office person of his/her choice. The Central Office representative will render a decision in writing within fifteen (15) days and that decision shall be binding. After four (4) years from the date of the incident, any derogatory material will be removed from the personnel file and destroyed upon written request by the teacher. This includes teacher observations but does not include the final rating form of the teacher or information resulting in disciplinary action by the School Board, requiring an official vote.
- C. The District and the Association agree to form a committee, the number of members to be determined by the parties, for the purpose of making recommendations on a new system of evaluation for professional staff. The new system shall include recommendations on evaluations using P.D.E. evaluation forms as guidelines. Teachers will be trained in the language used in the evaluation form and every effort will be made to provide such training during the work year. With approval of the Department of Education, the system of evaluation which is mutually agreed upon by the District and Association will remain in effect during the term of this agreement. P.D.E. 427 will be utilized when a teacher is applying for Instructional II certification, where appropriate. Each teacher, upon request, shall receive a copy of the evaluation /observation forms and guidelines.
- D. Any unsatisfactory rating shall cite specific details and methods for improvement in writing. Unsatisfactory ratings should include specific reasons, not general. Observations shall be made by administrators, including Central Office staff, qualified in areas which they are assigned to observe.
- E. The teacher may request additional observations in specific areas when he/she feels the need. No request for additional observations will be unreasonably denied.

- F. The teacher shall have the right to submit a written response to the evaluation which will be attached to all copies.
- G. Any teacher improvement plan or revisions will be mutually agreed upon by both Administration and Association.
- H. All teacher evaluations will be completed and given to the teacher two calendar weeks prior to the last teacher workday.

ARTICLE XIII (13)

PROFESSIONAL STAFF COMMITTEE

- A. **Purpose of Committee.** The primary purpose of the Professional Staff Committee shall be to investigate and review areas and problems related to the improvement of education for the students of the Moon Schools, and for the improvement of understandings and relationships between teachers, administrators, parents, students, and the Board. The committee shall annually establish in writing specific valid areas of study, which it will investigate, review, and make recommendation upon, during each school term. The recommendations of the Committee shall be advisory to the Board of Education.
- B. **Scope of Committee.** The Professional Staff Committee may consider any topic or problem mutually agreed upon by both parties. Areas similar to the following are considered valid areas for study, but in no way are considered exclusive or complete:
 - 1. To review curricular programs and make recommendations for modifications.
 - 2. To make recommendations for the in-service program for teachers.
 - 3. To make recommendations for the development and coordination of innovative educational programs.
 - 4. To advise the Board on matters of educational policy and administrative procedures for the District.
 - 5. To review and update testing programs and results.
 - 6. To continue the revision of evaluation of professional personnel.
 - 7. To study the concept of flexible days.
 - 8. To review the school calendar.
 - 9. To review and disseminate information regarding workshops, conferences, meetings, etc.

- C. **Membership of the Committee.** There is hereby established a Professional Staff Committee composed of not more than four (4) representatives appointed by the Board and seven (7) representatives appointed by the Association. All appointments shall be made before June 1 of the appropriate year. A chairperson shall be elected by the Committee from their number.
- D. **Meetings of the Committee.** The Committee shall hold regular meetings at least once a month during the school term and special meetings as needed.
- E. **Term of Office on the Committee.** Each member of the Committee shall serve a two-year term of office.
- F. **Operating Committees Appointed by the Professional Staff Committee.** The District Professional Staff Committee may appoint operating committees and/or subcommittees to make in-depth studies of problems brought before the Professional Staff Committee. The membership of the operating committees and/or subcommittees is not restricted to teachers of the District.
- G. **Minutes.** Minutes shall be kept for the Professional Staff Committee meetings, and they shall be public and available upon request to anyone after approval of the Professional Staff Committee. Minutes shall be sent to the Board of Education, Administrative Staff, Association Leaders, and Building Representatives.
- H. **Progress-Reports.** Progress reports shall be issued as the need develops. There shall also be a year-end report. Such reports shall be available upon request to all educators in the system, Board Members, Administrative Staff, and the public.
- I. **Board Assistance.** The Board shall furnish for the Committee
 1. Secretarial assistance;
 2. An adequate meeting place;
 3. Facilities for publishing of minutes and reports;
 4. Upon request, subject to the approval of the Board or Chief Administrator, funds for release time, compensation for out-of-school work for the Professional Staff Committee or its subcommittees, study workshops, resource personnel, and funds for other work or needs the Professional Staff Committee may have.
- J. **Reports to the Board.** Reports should be made to the Board by the committee or subcommittee member. Notice of the Board's action will be given to the Professional Staff Committee within sixty (60) calendar days.

ARTICLE XIV (14)

LIAISON COMMITTEE

A. **General Purposes.**

1. To combine the judgment of various persons and groups on school problems.
2. To aid communications between school administrators and other staff members.
3. To serve as a clearinghouse for school problems and needs.
4. To make suggestions for the revision of or the development of school policy.

B. **Membership.**

1. A Liaison Committee shall be organized for each school building
2. The Committee shall be made up of the principal(s) of the school building and not more than three (3) teachers in the school building.
3. Members of the Committee shall be chosen by the principal of the school building from a pool of representatives designated by the Association.
4. Members shall be chosen by the end of the third week of school.

C. **Meetings.**

1. Meetings of the Committee shall be held once each month during the school term, unless mutually waived, at a place to be determined by the Committee.
2. A representative from each school building Liaison Committee may meet as a group with the Superintendent of Schools or his/her designated representative, once every two (2) months unless mutually waived.

D. **Minutes.** Minutes shall be taken by one of the teachers present at a meeting and after approval of the minutes by all the members, copies shall be distributed to the members of the school building, the Association President, and the Administration. A final report shall be prepared at the end of the school term, approved by all members of the Committee, listing items discussed, methods used to resolve them, and unresolved or pending issues.

E. **Limitations.** The Committee's function shall be advisory to the School Administration and shall be governed by the following sources of limitations:

1. Federal and State law;
2. Constitutional and statutory responsibilities of the Board of Education;
3. Duties of the Superintendent of Schools and other administrative and supervisory personnel of the District;
4. Time limitations; and
5. Welfare of the students

ARTICLE XV (15)

STUDENT DISCIPLINE POLICY

Prior to the end of each school year, or immediately after the beginning of each school year, each building principal shall solicit ideas from the teachers within that building concerning their rules of disciplinary conduct. Each building principal, with the input of the professional employees of the building, will then establish general guidelines of conduct which may be amended from time to time during the course of the school year, and the teachers will be so informed.

It is the responsibility of the teacher to report to the building principal any serious examples of misconduct, and the principal shall have the ultimate responsibility for dealing with such situations. The principal will notify the teacher involved of the action taken to resolve the situation in writing.

If the action to be taken by the principal to resolve the situation does not comply with the rules of disciplinary conduct, the principal will notify the teacher involved prior to taking action as to the reasons for such action in writing.

ARTICLE XVI (16)

VACANCIES AND TRANSFERS

- A. **Vacancies.** When a temporary, permanent, administrative, specialist, or instructional vacancy arises, the Personnel Director or the person having personnel responsibilities shall promptly post notice thereof in every school within the District. Whenever any newly created temporary, permanent, administrative, specialist, or instructional position arises, the Personnel Director shall promptly post notice thereof in every school within the District. Vacancies beyond thirty (30) calendar days shall be posted as soon as it is known that they will be vacant. During the summer months, a notice of any such vacancy shall be mailed to the Association President and to any teachers who have indicated their interest for such vacancy.
1. **Eligibility.** All appointments to the aforesaid defined vacancies shall be made without regard to age, race, creed, religion, nationality, sex, or marital status. Qualifications for any vacancy shall be determined by the legal requirements for the position and District predetermined specifications for the position.
 2. **Announcement.** Notice of the vacancy shall be posted in every school within the District, setting forth a description of the qualifications for the position. Such notices shall be posted for ten (10) calendar days or five (5) school days, whichever is longer. The five (5) day limit is only applicable during the teacher work year.
 3. **Applications.** Personnel who desire to make application for such vacancies shall submit their application in writing to the Personnel Director (or the person having personnel responsibilities) within the time limit specified in the announcement of the vacancy.

4. Filling the Vacancy.

- a. Any administrative vacancy shall be filled by the District at its sole discretion and any such decision shall be final.
- b. By June 1, unless waived by mutual agreement between the Administration and Association, the Administration will post a listing of all permanent and temporary positions (exclusive of extra duty positions) which are anticipated to be vacant for the next school year. Any position changed by adding an additional preparation or deleting a preparation will be considered a new assignment which must be bid. For the purpose of this section, a class preparation shall be interpreted to mean any assignment for which a different text or different course of study is used. Any part-time position that becomes full-time must be bid.

In the senior high school only, a department meeting(s) may be held to discuss scheduling for the next year. All certified teachers in the District must be invited to attend. The department will recommend assignment changes to the principal. Department recommendations may be sent back one time to the department, via the principal, with suggestions for reconsideration. If necessary, a designee of the superintendent and a representative of the Association will facilitate all additional meetings. If a properly certified middle school or elementary teacher is recommended by the department for the position, the teacher will be voluntarily transferred to the High School. The vacated position will be added to the bid list. At the department meeting, each individual has the right to refuse an assignment change. If a position becomes available because of retirement, death, resignation or realignment of courses to be taught, and the department cannot reach consensus, the position in question will be bid intact.

An end of the year bidding will be held on the first weekday following the last workday, at which time those teachers who wish to bid and those teachers who have been displaced may bid on positions based on certification and seniority as defined in Article XXVIII (28). A teacher may only exercise their bidding rights two years out of the five (5) years of this Agreement. This limit does not include years that a teacher must bid because he/she was displaced.

In order to be eligible to bid, teachers must have served five (5) full school years of temporary professional or professional employee service with the District. Special education teachers must serve seven (7) full years of temporary professional or professional service with the district to bid into other areas for which they are certified. However, the five year requirement will apply if bidding occurs within special education certification. Any temporary professional or professional employee with less than five (5) years service who has been displaced shall be assigned to a position after the bidding meeting. These teachers may submit a request for any positions remaining vacant following the bidding. However, in no event may a teacher bid into a position which would result in a furlough of another teacher.

All positions opened as a result of the bidding shall also be placed in the bidding pool and be available for filling at the bidding meeting. Any position not filled at the conclusion of the annual bidding meeting shall be assigned by the District at its sole discretion for the ensuing year, provided that in the event that the District

hires a substitute teacher, such substitute hiring shall be of limited duration in accordance with applicable regulations. Positions not made available during and filled following the annual bidding meeting shall be placed in the next bidding pool. Any person not attending the bidding meeting shall forfeit any rights to bid on any vacancy for the ensuing year.

- c. If the teacher is unable to attend this meeting and wishes to bid, it will be his/her responsibility to make arrangements for a designee of his/her choice to have a letter authorizing the designee to bid for him/her. It is understood by any professional that his/her designee has power of attorney and any position, which may be bid on behalf of an individual, is legal and binding.
- d. Any non-bargaining unit School District employee that becomes a teacher as identified in Article II will not be eligible to bid until he/she serves an additional three (3) full school years as a temporary professional or professional employee with the District.

B. Involuntary Transfers. As of the effective date of this Article, no teacher shall be considered to have been previously involuntarily transferred. Any future involuntary transfer from one building to another, from one subject area preparation to another or from one grade to another will be made only after a conference between the teacher and his/her building principal. This conference will be held thirty (30) calendar days prior to the reassignment at which time the specific reason for the transfer will be explained and placed in writing. The teacher is entitled to have a representative of the Association present at such meeting. An involuntary transfer shall not be made when there is another applicant or a request for transfer into the position in question. Involuntary transfers will not be made for disciplinary reasons. A transfer due to the elimination of a position because of a shift or decline in enrollment, grade level reorganization or restructuring, redistricting, or closing or openings of buildings will not be considered an involuntary transfer. Under no circumstances will any teacher be involuntarily transferred more than once in a three (3) year period. No transfers shall be made for arbitrary or capricious reasons.

C. Displacement. If a shift or decline in enrollment results in the elimination of a position at a building, the least senior person shall be displaced in accordance with the following:

- 1. At the elementary level, the least senior person at the grade level within the building in which the position is eliminated shall be displaced. If the elementary teacher is assigned to a special area within a building, such as music, physical education, special education, or art, the least senior person in such area within the building shall be displaced.
- 2. At the middle school level, the least senior person in a subject area (area of certification) within the building in which the position is eliminated shall be displaced. Special education assignments shall be considered a subject area.
- 3. At the high school level, the least senior person in a subject area (area of certification) within the building in which the position is eliminated shall be displaced. Special education assignments shall be considered a subject area.

D. **Grade Level Displacement.** If reorganization or restructuring of grade levels results in the elimination of positions/grade levels at a building, displacement of teachers will be in accordance with the following:

1. **At the elementary level.** The teachers at the affected grade level and an equal number (1:1) of the least senior teachers within the affected building will be displaced. The displaced teachers at the affected grade level will have the right to retain their positions in the new building provided an equal number of positions in the new building remains the same or increases. Displaced teachers in the grade level that will be moved must notify the administration of their intention to retain their position, no later than two weeks prior to the end of the year bidding meeting as identified in Article XVI (16).
2. **At the middle school or high school level.** The teachers at the affected grade level and an equal number (1:1) of the least senior teachers within the affected subject area of said building will be displaced. The displaced teachers at the affected grade level will have the right to retain their positions in the new building provided an equal number of positions in the new building remains the same or increases. Displaced teachers in the grade level that will be moved must notify the administration of their intention to retain their position, no later than two weeks prior to the end of the year bidding meeting as identified in Article XVI (16).

ARTICLE XVII (17)

STUDENT TEACHERS/INTERNS

A. The Board and the Association recognize mutual obligations to enter into contracts with teacher-training institutions for the purpose of providing apprentice or practice-teaching opportunities.

No teacher in the Moon Area School system will be required to accept the responsibility of supervising student teachers/interns. The District will select supervising teachers for student teachers/interns from a pool of volunteers.

1. Teachers new to the District and those having three (3) years or less of teaching experience will be discouraged from undertaking such responsibilities.
2. When a student teacher/intern is conducting a class, the teacher having the responsibility of supervising that student teacher/intern will not be reassigned without his/her permission.
3. When an intern is conducting class, the teacher having responsibility of supervising that intern will not be assigned other duties without his/her consent.
4. After nine weeks, interns may be used as substitute teachers only in their area of certification.
5. Interns may not be used as substitute teachers unless the cooperating teacher and principal mutually agree that they are prepared to accept such responsibilities.

- B. The building principal and the prospective supervising teacher have the right to interview and screen applicants for practice-teaching opportunities. It is incumbent upon the teacher training institution to provide a liaison person who will discuss with the teacher to whom the student teacher/intern is assigned the broad objectives which the institution believes should be sought for the student teacher/intern. The liaison person representing the teacher-training institution is expected to use professional restraint in his/her relationship with the student teacher/intern. Such professional will be free to visit the classroom to observe the student teacher/intern at work.
- C. It is incumbent upon the teacher-training institution to arrange the schedule of student teachers/interns so that sufficient time may be spent to provide for continuity of experience for the student teachers/interns and the pupils in their charge.

ARTICLE XVIII (18)

SABBATICAL LEAVE

- A. **Teachers Entitled.** Any person employed in the Moon Area School District who has completed ten (10) years of satisfactory service within the Commonwealth of Pennsylvania, of which five (5) years were in the Moon Area School District, and is part of the bargaining unit in the School District, shall be entitled to a leave of absence for restoration of health, study, or at the discretion of the Board, for other purposes. Such leave of absence shall be for a half or full school term, or for two (2) half-school terms during a period of two (2) years, at the option of such person; provided, however, if a sabbatical leave is requested because of the illness of the teacher, a leave shall be granted for a period equivalent to a one-half or full-school term or equivalent to two (2) half-school terms during a period of two (2) years; provided further that if a sabbatical leave for a one-half school term or its equivalent has been granted and the teacher is unable to return to school service because of illness or physical disability, the Board may extend such sabbatical leave for such period as it may determine, but not to exceed one (1) full school term or its equivalent. Thereafter, one (1) leave of absence shall be allowed after each seven (7) years of service.

A sabbatical leave granted to a teacher shall also operate as a leave of absence without pay from all other school activities.

- B. **Preferences: Limitations.** Applications for sabbatical leave must be made at least sixty (60) days prior to the start of the semester in which the sabbatical leave will commence. Upon petition to the Board, the sixty (60) day limitation may be waived in cases of emergency.

Applications for sabbatical leave shall be given preference according to the years of service since the previous sabbatical leave of the applicant, and in accordance with the provisions of this Agreement. The District shall limit the total number of sabbatical leaves granted in any school year to ten percent (10%) of the number of teachers regularly employed in the District who are eligible for such sabbatical leave.

- C. **Return to Employment.** No sabbatical leave shall be granted unless such person shall agree to return to his/her employment with the District for a period of not less than one

school term immediately following such sabbatical leave. |

No sabbatical leave shall be considered a termination or breach of the contract of employment, and the person on sabbatical leave shall be returned to the same position in the same school or schools he/she occupied prior thereto.

Upon expiration of a sabbatical leave, by consent of the Board, the requirement that the person on sabbatical leave shall return to the service of the District or to the same position in the same school or schools that he/she occupied prior thereto, may be waived. If the Board has not waived the obligation to return to school service upon expiration of the sabbatical leave and the teacher fails to do so, unless prevented by illness or physical disability, the teacher shall forfeit all benefits to which the teacher would have been entitled under the provisions of this Article for the period of the sabbatical leave.

If such teacher resigns or fails to return to his/her employment, unless the requirement to return to service is waived by the Board, the amount contributed by the District under Section 1170 of the Public School Code of 1949, as amended to the Public School Employees' Retirement Fund, shall be deducted from the refund payable to such teacher under existing law and the amount so deducted shall be refunded to the District by which it was paid.

- D. **Salary When on Leave.** The person on sabbatical leave shall receive one-half (1/2) his/her regular salary during the period he/she is on sabbatical leave. The Board will continue to pay all insurance benefit premiums, according to Article XXVI (26), for people on sabbatical leave.
- E. **Rights Retained.** Every teacher, while on sabbatical leave, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was taken, during the period of said leave, for the purpose of determining the teacher's length of service and the right to receive increments, as provided by law.

Every person on sabbatical leave shall continue his/her membership in the School Employee's Retirement Fund. The District shall pay into the School Employees' Retirement Fund on behalf of each such teacher on leave, in addition to the contributions required by law to be made of it, the full amount of the contributions required by law to be paid by the teacher as though said teacher were actually in regular full-time daily attendance in the position from which the sabbatical leave was taken so that such teacher's retirement rights shall be in no way affected by such sabbatical leave. The amount of the contribution required to be paid by the teacher shall be deducted from any compensation payable to the teacher while on sabbatical leave. Nothing in this subdivision of this Article shall be construed to prevent any person on sabbatical leave from receiving a grant for further study from any institution of learning.

- F. **Regulations.** The Board shall have the right to make regulations such as requiring doctors' or hospitals' certifications and school transcripts to ensure that teachers on sabbatical leave utilize such sabbatical leave for the purpose for which it was granted.

ARTICLE XIX (19)

LEAVES OF ABSENCE

A. **Childbearing Leave.** The District shall grant an unpaid (unsalaried) childbearing leave to a female teacher who becomes pregnant. The provisions governing childbearing leaves are set forth below:

1. A pregnant teacher may continue her work for as long as her health permits her to carry on her duties.
2. During any period of disability caused or contributed to by pregnancy, childbirth, miscarriages, or abortion, the teacher shall be entitled to use any or all of her accumulated sick days.
3. During the childbearing leave, the teacher shall be entitled to all benefits.
4. Following the termination of the pregnancy, the teacher shall remain on leave until such time as she has regained her health and her physician has certified her fitness to resume her full duties.
5. Prior to her return, the teacher shall supply the District with a physician's certification that her health is satisfactory to permit her to carry out her duties and to verify that, for reasons of health, she was unable to work during the period of absence.
6. Upon return from leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If the position no longer exists, the teacher shall be given another position for which she is properly certified.
7. In the event the pregnancy is terminated in miscarriage, or if the child is stillborn, or dies shortly after birth, the teacher shall reserve the right to cancel childbearing leave on thirty (30) days written notice.

B. **Child Rearing Leave.**

1. Teachers of the Moon Area School District may request and will be granted an unpaid leave of absence of up to one (1) year for anyone of the following reasons:
 - a. Adoption of a Child. Upon thirty (30) days notice to the Director of Personnel, the teacher shall be provided with a maximum of one (1) year leave of absence. Such leave may be set to coincide with the school term or semester term.
 - b. Birth of a Child. Upon the birth of a child to a teacher or the spouse of a teacher, the teacher may request a leave of absence for a period of up to one (1) year. Such leave may be set to coincide with the school term or semester term.
2. The above leaves shall be unpaid leaves for all purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the District's participation, if any, in such benefit.

3. In the event the District employs a full-term substitute for the period of childrearing leave, the teacher shall remain on leave for the full period of the leave.
4. Upon return from childrearing leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is properly certified.
5. The period of the childrearing leave shall not be recognized for salary step or service increment credit.
6. In the event the pregnancy is terminated in miscarriage, or if the child is stillborn, or dies shortly after birth, the teacher shall reserve the right to cancel childrearing leave on thirty (30) days written notice.
7. A second year of unpaid leave may be granted at the sole discretion of the Board.

C. Death of a Spouse.

1. Upon the death of a spouse, the teacher may request and will be granted a leave of absence for a period of up to one (1) year. Such leave may be set to coincide with the school term or semester term.
2. The above leave shall be an unpaid leave for all purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the District's participation, if any, in such benefit.
3. In the event the District employs a full-term substitute for the period of the leave, the teacher shall remain on leave for the full period of the leave.
4. Upon return from the leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is properly certified.
5. The period of leave shall not be recognized for salary step or service increment credit.
6. A second year of unpaid leave may be granted at the sole discretion of the Board.

D. Disability of a Dependent.

1. Upon the disability of a dependent as certified by a physician, a teacher may request and will be granted an unpaid leave of absence for up to one (1) year. Such leave may be set to coincide with the school term or semester term.
2. The above leave shall be an unpaid leave for purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the District's participation, if any, in such benefit.

3. In the event the District employs a full-term substitute for the period of the leave, the teacher shall remain on leave for the full period of the leave.
 4. Upon return from the leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is properly certified.
 5. The period of the leave shall not be recognized for salary step or service increment credit.
 6. A second year of unpaid leave may be granted at the sole discretion of the Board.
- E. **Military Service.** The Board shall accord to each teacher who applies for reemployment after conclusion of his/her military service with the United States such reemployment rights as he/she shall be entitled to under the then existing law.
- F. **Terms of Office.** Unpaid leaves of absence will be granted for any person serving as an officer in the state or national teacher's organization or serving in an elected or appointed office. This leave will be set to coincide with the term of office. Upon return from leave, the teacher will be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If the position no longer exists, the teacher shall be given another position for which he/she is properly certified. The period of leave shall not be recognized for salary step or service increment credits.
- G. **Additional Unpaid Leaves.** Other unpaid leaves of absence shall be granted for a maximum period of one (1) year, for reasons stated upon an application, in writing, at least forty-five (45) days prior to taking the leave, including, but not limited to, participation in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in such program; cultural travel or work programs related to professional responsibilities; study at an accredited college or university reasonably related to the individual's professional responsibilities.

A second year of an unpaid leave may be granted at the sole discretion of the Board.

Upon return from leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being same assignment, grade level, and building. If the position no longer exists, the teacher shall be given another position for which he/she is properly certified. The period of the leave shall not be recognized for salary or service increment credit.

- H. **Family Medical Leave.** The District shall abide by the Family Medical Leave Act and shall be entitled to exercise the discretionary rights contained therein, provided that the District shall grant teachers married to each other separate family medical leaves.

ARTICLE XX (20)

TEMPORARY LEAVES OF ABSENCE

- A. **Types of Leaves.** As of the beginning of the school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay:
1. **Personal.** Each teacher shall be allowed to take four (4) personal days in each year of this Agreement. The leave may be taken by using one-half days for matters of personal need, provided at least two (2) school days written notice of the date/dates to be taken is given to his/her principal/supervisor. Bona fide emergencies are exempt from the written notification requirement. In each school year of the contract, a teacher may upon written notification to the Business Office by the last day of school, be reimbursed seventy-five (\$75.00) dollars for relinquishing each unused personal day. Such payment will be made in the first July paycheck. Such days that have not been used for personal reasons or relinquished shall be added annually to the accumulated sick days of the teacher. An unpaid day(s) may not be taken before or after a personal day(s).
 2. **Legal.**
 - a. Time necessary for legal proceedings if the teacher is required by law to attend.
 - b. Time necessary for properly summoned jury duty.
 - c. Regular compensation, as reduced by any per diem allowances, will be paid for legal leaves of absence.
 3. **Bereavement.** For a period not exceeding five (5) days, there shall be no deduction in the salary of a teacher in the event of the death of a spouse, child, parent, brother, sister, parent-in-law, or near relative who resides in the same household, or any person with whom the teacher has made his/her home. A period of not more than three (3) days leave with pay will be provided in the event of the death of a grandparent or grandchild (to attend the funeral). A period of not more than two (2) days leave with pay will be provided in the event of the death of an aunt, uncle, niece, nephew, brother-in-law or sister-in-law to attend the funeral.
 4. **Good Cause.** Other leaves of absence with pay may be granted by the Board upon recommendation of the Administration for reasons including, but not limited to, occupational illness or injury, extended illness, unforeseen emergencies, etc.

ARTICLE XXI (21)

TEACHING HOURS

- A. **Length of Day.** All teachers shall report to their respective assignments thirty (30) minutes before the opening of the pupils' school day and shall be permitted to leave thirty (30) minutes after the close of the pupils' school day during which time teachers will not be assigned to any duties. However, at the secondary level (Middle School and High School) these times may be adjusted by the District so as to permit an additional fifteen (15) minutes of pupil contact time per day within the seven and three quarter (7 3/4) hour teachers' day.

At the beginning of the school year, the orientation day will be three and one-half (3 1/2) hours. When the orientation day is coupled with a one-half (1/2) day of in-service, the timeline for this day will be 8:00 A.M. to 11:30 A.M. for orientation, 11:30 A.M. to 12:30 P.M. for lunch, and 12:30 P.M. to 3:30 P.M. for in-service.

All clerical and in-service days will be from 8:00 A.M. to 3:00 P.M. with a one (1) hour lunch.

On Fridays and days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day. Holiday shall be defined as a day when school is not in session for students. The length of the teachers' day as herein described shall be seven and three quarter (7 3/4) hours including a thirty (30) minute duty-free lunch that is scheduled during student lunch periods. The teacher may leave the building during this time.

- B. **Teaching Load.** The Board and the Association agree that the teacher load shall be as follows:
1. **Elementary.** The daily teaching load shall not exceed an average of three hundred (300) minutes of instruction per day for the week per elementary teacher. No teacher shall be required to supervise the playground.

Elementary cafeterias will be staffed with a maximum of two (2) teachers per cafeteria for each lunch period. Elementary teachers may voluntarily supervise cafeteria activities.

In the event that an insufficient number of elementary teachers volunteer for cafeteria duty, the District may assign such duty to teachers. Such assignments will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.
 2. **Middle School.** The regular teaching load will not exceed five (5) teaching periods per day plus one (1) non-instructional pupil contact period consisting of study hall, in-school suspension, hall duty, or cafeteria duty. Middle School teachers may volunteer for the student assistance program (M.A.P.S.) or the conflict resolution program in lieu of the non-instructional pupil contact period. The building principal will select from a list of teachers who have volunteered to serve on the M.A.P.S. or conflict resolution committee.

For the 2005 - 2006 school year, the advisor base program will remain before the first period of the day. For the 2006-2007 school year, the new advisor base program will meet after the last period of the day.

At the beginning of each subsequent school year of this agreement beginning in 2006-2007, for a period not to exceed ten (10) student days, advisor base/homeroom shall meet at the beginning of the student day. Such time will be used for student orientation and class meetings.

After the requirements in the above paragraph are met, advisor base/homeroom shall meet after the last period of the day for a period not to exceed twenty (20) minutes during which time announcements will be made. The student day will begin with period one which will include an additional five (5) minutes to take attendance, have a moment of silence, and to recite the Pledge of Allegiance.

The parties agree that the Middle School advisor base lesson structure will include: (1) a unit or theme designated by the Administration for each nine week period; (2) a nine week checklist provided by the Administration identifying the lessons and activities to be completed by the teacher; (3) a set of two flex days to be held each week except in those weeks when ET activities are conducted [flex days will be used for student conferences, make-up work, and/or teacher/student discussion of current issues], silent sustained reading one day per week; two lesson days per week within the grade level designated unit or theme; (4) exploratory time will be conducted a maximum of four times per nine week period; (5) an optional service project may be conducted with approval by the principal.

At any time after the 2006-2007 school year, the advisor base structure may be changed by mutual agreement of the Administration and Association. Changes may be made to adjust the advisor base/homeroom period to better accommodate the needs of the middle school program. These changes will be the result of input provided by the Administration and teachers in the middle school.

No Middle School teacher will be required to teach four (4) consecutive subject area classes but may voluntarily do so.

The normal teaching load shall not to exceed five (5) teaching periods and one (1) non-instructional pupil contact period.

A middle school teacher shall not be required to take a sixth class, but may do so voluntarily in lieu of another assignment.

When there are no fractional positions in a subject area/department, a teacher may be assigned to teach a sixth (6th) class in lieu of a non-instructional duty. Teachers with five (5) teaching periods will be given the opportunity to accept the additional class based upon seniority. If there are no volunteers, the least senior certified teacher will be assigned to teach the sixth (6th) class. Furthermore, when the assignment is not voluntary, the teacher assigned cannot have more than three (3) preparations. No more than two (2) teachers in a department may be assigned to six (6) classes in any school year. A middle school teacher with a sixth class may be required to teach four (4) consecutive subject area classes/sections. When the number of additional classes/sections exceeds two (2) class periods, a fractional position or full-time

position will be created.

If a teacher(s) within a department is scheduled for six (6) class periods, the teacher(s) will be compensated as follows:

2005-06:	\$1,000 per semester
2006-07:	\$1,120 per semester
2007-08:	\$1,245 per semester
2008-09:	\$1,375 per semester
2009-10:	\$1,510 per semester

This compensation will be part of the teacher's base salary.

For the duration of this Agreement, the District will not furlough any teacher from the 2005-2006 teaching roster as a result of any teacher instructing a six (6) period day.

The Middle School cafeteria will be staffed with a maximum of three (3) teachers for each lunch period. Teachers may voluntarily supervise cafeteria activities. In the event that an insufficient number of teachers volunteer for cafeteria duty, the District may assign such duty to teachers. Such assignment will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.

- 3. High School.** The regular teaching load will not exceed five (5) teaching periods per day plus one (1) non-instructional pupil contact period consisting of study hall, in-school suspension, hall duty or cafeteria duty. High School teachers may volunteer for the student assistance program (M.A.P.S.) or the conflict resolution program in lieu of the non-instructional pupil contact period. The building principal will select from a list of teachers who have volunteered to serve on the M.A.P.S. or conflict resolution committee.

Homeroom will be held at the beginning of the school day for the first five (5) days of school in order to distribute materials and hold grade-level meetings. For the remainder of the school year, homeroom will meet every Wednesday for thirty (30) minutes following first period. Homeroom will meet for activity period on the first Wednesday of each month, with the exception of September and June. During activity period, students may sign out of their homerooms to attend their club meetings. Students may leave their homerooms for the remaining Wednesdays each month to participate in tutor period.

In addition to the schedule described in paragraph two (2), homeroom may meet for five (5) minutes at the beginning of the school day up to three (3) times during the year for distribution of report cards. Also, a principal may schedule additional homeroom periods when he/she deems appropriate.

Homerooms will be assigned on a rotating basis. Teachers may be assigned a homeroom for a maximum of four (4) consecutive years followed by one year with no homeroom assignment. At any time after the 2005-2006 school year, homeroom structure may be changed by mutual agreement of the Administration and Association.

No high school teacher will be required to teach four (4) consecutive subject area classes but may voluntarily do so.

The normal teaching load shall not exceed five (5) teaching periods and one (1) non-instructional pupil contact period.

A high school teacher shall not be required to take a sixth class, but may do so voluntarily in lieu of another assignment.

When there are no fractional positions in a subject area/department, a teacher may be assigned to teach a sixth (6th) class in lieu of a non-instructional duty. Teachers with five (5) class periods will be given the opportunity to accept the additional class based upon seniority. If there are no volunteers, the least senior certified teacher will be assigned to teach the sixth (6th) class. Furthermore, when the assignment is not voluntary, the teacher assigned cannot have more than three (3) preparations. No more than two (2) teachers in a department may be assigned to six (6) classes in any school year. A high school teacher with a sixth class may be required to teach four (4) consecutive subject area classes/sections. When the number of additional classes/sections exceeds two (2) class periods, a fractional position or full-time position will be created.

If a teacher(s) within a department is scheduled for six (6) class periods, the teacher(s) will be compensated as follows:

2005-06:	\$1,000 per semester
2006-07:	\$1,120 per semester
2007-08:	\$1,245 per semester
2008-09:	\$1,375 per semester
2009-10:	\$1,510 per semester

This compensation will be part of the teacher's base salary.

For the duration of this Agreement, the District will not furlough any teacher from the 2005-2006 teaching roster as a result of any teacher instructing a six (6) period day.

High School cafeterias will be staffed with a maximum of two (2) teachers per dining hall for each lunch period. Teachers may voluntarily supervise cafeteria activities. In the event that an insufficient number of teachers volunteer for cafeteria duty, the District may assign such duty to teachers. Such assignment will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.

- C. **Number of Preparations.** Middle school and high school teachers shall not be required to teach more than two (2) subject areas or three (3) class preparations unless they so volunteer. For the purpose of this section, subject areas shall be defined as areas of certification, and class preparation shall be interpreted to mean any teaching assignment for which a different text or different course of study is used. The District shall be entitled to assign no more than two (2) preparations limited to one (1) subject area to special education teachers every instructional period (excluding life skills), provided that the District will attempt to equitably allocate the preparations/subject areas taught by special education teachers.

D. **Preparation Time**

1. **Elementary.** Elementary teachers shall, in addition to their duty-free lunch period and the thirty (30) minutes prior to the opening of the pupil day and thirty (30) minutes after the close of the pupil day; have daily preparation time during which they are not to be assigned to any other duties for a minimum of fifty (50) minutes. If possible the fifty (50) minutes will be consecutive. If the fifty (50) minutes must be broken into component parts, one part must consist of a minimum of thirty (30) minutes.
2. **Middle School.** In addition to their duty-free lunch period and the time before and after the pupil day, Middle School teachers shall be provided individual and team planning periods each equal to a normal class period during which they will not be assigned other duties.
3. **High School.** High School teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, have a daily preparation period equal to a normal class period, during which they will not be assigned to other duties.
4. **Student Release Time.** Students will be released to their classrooms twenty-five (25) minutes after the teacher day begins unless waived by mutual agreement between the District and Association.

- E. **Meetings.** For the efficient administration of the District and when subjects are to be discussed which are necessary to the day-to-day operation of classroom programs, teachers may be required to attend meetings for up to thirty (30) minutes per week, four (4) times per month. The purpose of such meetings will be at the discretion of the building principal or their designee. Every effort will be made to consult with the teachers involved to determine suitable dates for the meetings; and where appropriate, specific days of the week may be established for regularly scheduled meetings. The meetings shall begin no later than fifteen (15) minutes after the student dismissal time, and teachers will be notified of the date, time, and subject matter of the meeting a reasonable time in advance. It is further recognized that in the cases of new or extraordinary programs, special curriculum discussions, or other matters of an extraordinary nature, teachers may be asked to attend additional meetings on a voluntary basis.

ARTICLE XXII (22)

TEACHER WORK YEAR

A. **School Work Year.**

1. The school work year for teachers will be one hundred eighty (180) days when pupils are in attendance, one (1) clerical day at the beginning of the school year, one (1) clerical day at the end of the first semester, one-half (1/2) clerical day at the end of the school year, a one-half (1/2) day orientation/in-service at the beginning of the school year, four and one-half (4 1/2) in-service days, two (2) parent conference days (one from 8:00 A.M. to 3:00 P.M. and the second from 12:00 P.M. to 7:00 P.M. with one (1) hour for lunch/dinner) and a two-hour evening Open House. For teachers new to the system, one additional orientation day shall be required prior to the beginning of the school year. Beginning with the school year 2007 - 2008, in-service school days will be increased to five and one-half (5 1/2) in-service days.
2. Teachers shall not be required to report for work when school has been canceled for students due to inclement weather. In such cases, teachers shall suffer no loss of compensation. In addition, teachers shall not be reduced in salary for reporting late due to inclement weather or other unforeseeable circumstances beyond the teacher's control where a reasonable explanation is provided for such lateness.

B. **Extended Contracts.** During the term of this Agreement, requests will be granted for librarians and elementary guidance counselors on a case by case basis. Requests will be approved by the Superintendent or the Superintendent's designee.

During the term of this Agreement, requests for extended contracts by high school and middle school guidance counselors will be granted up to a maximum of ten (10) days per school year. For fifty percent (50%) of the days worked on an extended contract, the counselor will be paid on a per diem basis. For the other fifty percent (50%) of the days, the counselor shall be released from duty during regularly scheduled work days. The days will be mutually agreed upon by the Administration and the counselors on or before June 30th for the upcoming school year. Requests for extended work days shall be approved by the Superintendent or the Superintendent's designee.

If these days are not taken as working days immediately preceding the beginning of the school year and/or immediately following the end of the school year, then the schedule shall be one mutually agreed upon by the Administration and the teacher involved. If the teacher, at the request of the Administration, agrees to work beyond the allotted days, the schedule will be established by his/her immediate supervisor. Extended contract personnel will be paid on a per diem basis for the additional days worked over and above the regular school year. Other teachers with their consent may be granted an extended contract at the discretion of the Board and will be paid on a per diem basis for additional days worked over and above the regular school year.

ARTICLE XXIII (23)

TEACHER PROTECTION / SAFE SCHOOLS

The Board and the Association recognize that schools are meant to be safe places where students can learn and educators can work. To this end the following provisions shall be adhered to:

- A. **Leave.** When absence from duties or disability arises because of an injury incurred by the teacher while acting in the discharge of his/her duties, the teacher shall not suffer any loss of pay or other teacher benefits during the period of time necessary for the teacher to recover. No loss of time incurred under this Article will be deducted from the teacher's accumulated sick leave.

When absence from duties or disability arises as a result of an assault upon the teacher while acting in the discharge of his/her duties, the teacher shall not suffer any loss of pay or other teacher benefits during the period of time necessary for the teacher to recover. No loss of time incurred under this Article will be deducted from the teacher's accumulated sick leave.

- B. **Loss and Damage of Personal Property.** The Board shall reimburse any teacher should insurance protection payments be insufficient to make replacement costs for any loss, damage, or destruction of clothing or personal property of that teacher as a result of the performance of his/her duties in the school, or while discharging duties on the school property, or while discharging duties on a school-sponsored activity. Such payment will be made within forty-five (45) days of the reporting of the incident.

Instructional materials brought in whose value exceeds one hundred dollars (\$100) will be registered with the principal's office. Such articles will not be left unattended or overnight unless secured in a place designated by the principal.

Any loss or damage subject to the reimbursement provisions shall be reported before the end of the day in which the loss or damage occurred, whenever possible.

The Board shall provide designated parking areas for professional teachers. Teachers shall park in such designated areas during the instructional day.

- C. **Reimbursement for Medical, Surgical, and Hospital Services.** The Board shall reimburse any teacher for the cost of medical, surgical, or hospital services, less the amount of school insurance protection payments, incurred as a result of any injury sustained in the course of duties as a teacher. Such payment will be made within forty five (45) days of the application for payment.
- D. **Use of Vehicle.** When a teacher is required to use his/her vehicle in the performance of his/her duties, the Board will pay the teacher twenty-five dollars (\$25) for insurance costs per each year of the Agreement.
- E. **Board Assistance in Cases of Assault.** If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request that the Board provide him/her with counsel to represent his/her in such proceedings. If the Board does not provide him/her such counsel

and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her defense.

- F. **Assault of Teachers.** The Board and Association agree that any assault of a teacher by a student or a patron will not be tolerated. In the event of an assault, the teacher shall report the incident to a building administrator who may contact the police if appropriate. If a teacher feels that the police should have been notified and the building principal has not done so, the teacher has the right to contact the police. The administrator shall immediately document the incident by recording time, location, facts surrounding the incident, names of witnesses, and if possible at that time, injuries the teacher sustained. The teacher shall be provided with a copy of the report. The teacher may submit an addendum to the report. Medical diagnosis and treatment shall be provided by the District upon request from the teacher.

The assaulted teacher shall be provided the following:

1. The teacher may request that the Board provide him/her with counsel to initiate criminal assault proceedings against the one committing the assault.
2. If the Board does not provide him/her with such counsel and the proceedings result in the final determination of the guilt of the one committing the assault, then the board shall reimburse the teacher for counsel fees incurred by him/her in initiating such proceedings.
3. If a teacher is injured as a result of school violence and cannot perform his/her duties, the teacher will suffer no loss of salary or benefits and will not be charged sick leave for any days missed. The Board shall have the right to request a doctor's certification verifying that the teacher is unable to return to work. The District will have the right to ask the teacher to see a doctor of the District's choice.
4. The Board shall reimburse teachers for damage to or destruction of clothing or other personal property of the teacher, provided:
 - a. Such damage or destruction occurred while the teacher was acting in the performance of his/her duties or in connection with his/her employment.
 - b. Such damage or destruction was caused by student assault or other student disturbance.
 - c. Such reimbursement shall only be made to the extent that the damage or destruction is not otherwise reimbursed by insurance.

- G. **Reasonable Action.** A teacher may use reasonable force as is necessary for the purpose of self-defense, to protect another person or property, to quell a disturbance threatening physical injury to others, to prevent damage to property, or to obtain possession of weapons.

If a teacher suffers damage to his/her personal property or is injured as a result of taking reasonable action to quell a school disturbance as described above, the District will reimburse said teacher for such loss.

- H. **Training.** The District shall provide appropriate training on how to deal with violent and disruptive students.
- I. **Discipline Policy.** The District shall provide each teacher with an updated copy of the policies and procedures relating to student discipline on the first day of school of each school year.
- J. **Emergency Procedures.** Each building shall have an evacuation procedure and procedures for emergencies involving threats of violence or acts of violence. Teachers and students shall be provided with a written copy of the procedures on the first day of the school year. Teachers shall be instructed in the emergency procedures during an in-service day prior to the beginning of each student school year.
- K. **Information.** All teachers will be informed of any threat of violence or assault of a teacher by a student in their building on an as needed basis and within the limits of the law. In addition, any student that may pose a significant risk to the safety or well-being of that student, other students, or members of the school community will be identified to the staff.

ARTICLE XXIV (24)

ILLNESS OR DISABILITY

- A. **Accumulative Sick Leave Days.** On the opening day of the school year, each teacher shall be credited with a ten (10) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation. During any school year, a teacher may convert no more than five (5) sick leave days to be used for family sickness emergencies.
- B. **Leave of Absence.** A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and personal days available shall be granted a leave of absence upon request as per the Family Medical Leave Act. After exhausting the above leaves, all insurance benefits provided for the terms and conditions of this Agreement will remain in full effect, at the teacher's costs, for the duration of the school year in which the leave of absence commences. Premium payments due from the teacher are to be remitted on or before the tenth (10th) day of the month preceding the month of coverage.
- C. **Contagious Diseases.** In accordance with Section 1153, Public School Code: "When a Board of School Directors is compelled to close any school or schools because of contagious diseases, the school district shall be liable for the salaries of the teachers of said school or schools for the terms for which they were engaged."
- D. **Notification of Accumulation of Sick Leave.** Teachers shall be given a written account of accumulated sick leave days no later than the first week of each school year.
- E. **FMLA.** Refer to Article XIX (19).

ARTICLE XXV (25)

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

A. **Payment for Education.**

1. The Board agrees to pay the cost of graduate credits for courses that develop the teacher professionally, educationally, or are of benefit to the District's educational program. Graduate credits for professional and educational development courses will be reimbursed to a maximum equal to the cost of seven (7) graduate credits per year at the University of Pittsburgh.
2. The above credits must be earned through an accredited college or university campus. Correspondence courses are not acceptable. Distance learning and internet courses must be pre-approved by the Superintendent to qualify for reimbursement.
3. The school year shall be defined as the time between September 1 of any given year and August 31 of the following year.
4. Payments shall be made upon completion of the graduate courses and receipt of transcript, or grade sheet denoting a passing grade in a pass/fail course or a grade of "B" or higher, receipted invoice, and required office forms.
5. All such payments shall be made within forty-five (45) days following submission of all required forms, transcripts or grade sheets, and receipted invoice.
6. In the event a teacher voluntarily terminates employment, other than for health, within one year of payment for such graduate credits, the teacher shall reimburse all such payments.

B. **Continuing Professional Education.** The parties agree to implement the full extent of Act 48 of 1999. See Memorandum of Understanding.

ARTICLE XXVI (26)

INSURANCE PROTECTION

- #### A. **Health-care Insurance Policy.** The Board shall provide to the teacher and his/her dependents, the Standard Point of Service Health Insurance Plan as provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC). Teachers electing to retain the indemnity plan will be required to pay the total cost difference between the Point of Service Plan and the indemnity coverage. The Board shall assume full cost of the Point of Service Plan elected by the teacher (e.g., family, individual, husband and wife, parent and child, and parent and children, etc.) for all members of the bargaining unit. Beginning September 15th of the 2005 - 2006 school year and continuing during the term of this Agreement, all members of the bargaining unit will be required to pay the District a monthly co-premium. Deductions will be made from the first paycheck of each month as follows:

2005-2006	Single \$20.00 per month All Others \$25.00 per month
2006-2007	Single \$21.00 per month All Others \$30.00 per month
2007-2008	Single \$22.00 per month All Others \$35.00 per month
2008-2009	Single \$23.00 per month All Others \$40.00 per month
2009-2010	Single \$25.00 per month All Others \$50.00 per month

Teachers shall be given at least an annual option to change from the Point of Service Plan to the Indemnity Plan or vice versa.

- B. **Retirement Health Care Insurance.** The Board shall provide for the continuance of the previously stated health-care insurance for the individual teacher after retirement which shall remain in force until the retiree becomes eligible for a government provided plan. The retiring teacher will pay one hundred (100) dollars per month to the District for insurance. This amount may increase or decrease as dictated by the amount of the P.S.E.R.S. annuitants health care supplemental support reimbursement to the retired teacher. Any retiring teacher may continue at his/her expense medical insurance for his/her dependents presently carried by the Moon Area School District. Premiums for such insurance shall be submitted to the Director of Fiscal and School Services before the tenth (10th) of the month preceding the month of coverage.

The Board shall provide for the continuance of the previously stated health-care insurance for any retiring teacher and his/her spouse after retirement which shall remain in force until they become eligible for a government provided plan. The retiring teacher will pay one hundred (100) dollars per month to the District for insurance. This amount may increase or decrease as dictated by the amount of the P.S.E.R.S. annuitants health care supplemental support reimbursement to the retired teacher. In addition to the one hundred (100) dollars per month annuitant health care supplement support reimbursement, as stated above, the retiree shall pay to the District the full premium cost differential between the monthly premium rate established for husband and wife insurance coverage following the first year of retirement and the monthly premium cost during any subsequent year of this Agreement. Any retiring teacher may continue at his/her expense medical insurance for his/her dependents presently carried by the Moon Area School District. Premiums for such insurance shall be submitted to the Director of Fiscal and School Services before the tenth (10th) of the month preceding the month of coverage (see Appendix C).

In the event that a teacher and his/her spouse are both employed by the District, they will each be provided individual coverage or one husband/wife policy, whichever is less costly to the District. Each shall pay the District the amount of P.S.E.R.S. annuitants health care supplemental support reimbursement received by the retired teachers.

In the event that Article XXXII (32) C shall apply to the provisions of this section, the

parties agree to reopen Section B within thirty (30) days to renegotiate the provisions to comply with the law.

- C. **Life Insurance.** Term Life Insurance coverage in the amount of fifty thousand dollars (\$50,000) shall be provided for each teacher for the term of this Agreement. Said insurance is to contain an accidental death and dismemberment rider. Teachers may make arrangement for additional amounts by assuming the responsibility for additional premium costs.
- D. **Dental Insurance.** The Board will provide full dental care coverage for the teacher and his/her dependents by United Concordia Flex Plan.
- E. **Vision Care.** The vision care insurance provided will be the expanded coverage provided within the current Vision Benefits of America Group 681 Plan at no additional premium cost to the teacher.
- F. **Insurance Savings Plan - Additional Benefits.** As of June 30, 2005, the balance in the Insurance Savings Plan shall be placed in a pool to be used to provide additional benefits for all teachers. Any incidental monies remaining in the pool will be carried to the next school year.

Additional benefits will be determined by the Association. Reinstatement of insurance is possible in emergency situations without a waiting period. The existence of any additional benefits acquired by the Insurance Savings Plan identified herein and the level of coverage of such benefit plans will be determined solely by the extent of participation in the Insurance Savings Plan and pool of savings created. The Board of School Directors shall be held harmless from any liability of whatsoever nature for the selection of the additional benefit plan, the payment for such benefit plans, and the continuation of the plans absent the election of the Association and payment from the pool. The Board's sole responsibility shall be to disburse funds from the pool for the payments as described above.

- G. **Waiver of Insurance Benefits.** A teacher covered under any other person's medical insurance program is eligible for an annual stipend until retirement. Notification to participate in this waiver must occur by June 1st of each school year for the following year which will begin September 1st, or within thirty (30) days of the date of hire or within thirty (30) days of the date of marriage.
 - 1. Should the teacher request, in writing, to drop all medical coverage (including dental and Vision insurance) with the Moon Area School District, the teacher will be entitled to an annual stipend equal to thirty percent (30%) of the yearly premium applicable in each year of this Agreement;
 - 2. Should the teacher request, in writing, to drop only health insurance coverage, he/she will be entitled to an annual stipend equal to thirty percent (30%) of the yearly premium applicable in each year of this Agreement up to a cap of four thousand two hundred fifty (\$4,250.00) dollars;
 - 3. The teacher must provide evidence that he/she is covered by another medical insurance plan;

4. The annual stipend will be paid in two (2) equal installments to be paid in December and June of each year and any decision to re-enroll in the District's plan will be subject to applicable waiting periods and a pro rata refund of the stipend.
 5. In the event that a teacher and his/her spouse are employed by the District and the employees have no dependent children, upon written notification of waiver by the spouse, the District may enroll each teacher in an individual health plan. In this instance, the waiver fee shall be split equally and paid to the teacher and waiving spouse.
- H. **Change of Carrier.** With the express written consent of the Association, the Board may change insurance carriers to provide identical coverage.
- I. **Disability/Income Protection Insurance.** The District shall provide each teacher with disabilities/income protection insurance which shall provide sixty percent (60%) of the teacher's salary up to a maximum of five thousand dollars (\$5000) per month following the exhaustion of all accumulated sick leave or ninety (90) days whichever is longer. Benefits shall continue for the period designated in Appendix B of this Agreement.
- J. **Section 125 Account (Simple).** The District agrees to establish a Section 125 Program under Section 125 of the Internal Revenue Code which allows participants to pay their medical and health insurance co-premium on a pretax basis.

The District and the Association agree to mutually explore the establishment of a Flexible Spending Plan under Section 125 of the Internal Revenue Code. The District will not be required to establish such flexible plan unless it is at no cost to the District or is not administratively burdensome to the District. This flexible Spending Plan will be established with a service provider that is mutually agreeable to both parties.

ARTICLE XXVII (27)

PROFESSIONAL COMPENSATION

- A. **Payment for Degree.** Teachers qualifying for horizontal movement to another column in this salary schedule for any contract year must submit verification of qualifications to the Personnel Office. Placement on the horizontal step will be effective upon the date of submission of verification to the Personnel Office. Acceptable verification shall be a diploma, official letter from granting institution, grade sheet or transcript, certification from the State Department of Education, or notice from an in-service council. The amount of increase will be computed by using the following formula: The number of days remaining over the teacher contracted days times the increase in teacher salary.
- B. **Payment for Summer School and Homebound.** Payment for summer school and home bound instruction shall be as set forth in Appendix A of this Agreement.
- C. **Reimbursement for Travel Expenses.** Teachers required to use private vehicles for business of the school district, upon request of their principal or immediate supervisor, shall be paid the maximum rate allowable by the Internal Revenue Service

D. **Salary.**

1. **Method of Payment.** The teacher may receive his/her salary in twenty-four (24) approximately equal payments. Each teacher shall have the option of receiving his/her salary in nineteen (19) approximately equal installments on the 5th and 20th of each month, September through June. If any pay date falls on a weekend or holiday or a day when school is not in session, the pay will be distributed on the last working day prior to the 5th or the 20th of the month. Individuals requesting the option of receiving his/her salary in nineteen (19) installments must have a written request to the Business Office submitted not later than five (5) days after the beginning of each school year.

2. **Receiving Summer Pay.** A teacher on a twenty-four (24) payment pay schedule must indicate in writing his/her desire to receive his/her July and August pays not later than five (5) days after the beginning of each school year.

3. **Salary Schedules.**

2005-06				
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>	<u>Doc</u>
1	38,575	39,575	40,575	41,575
2	39,525	40,525	41,525	42,525
3	40,497	41,497	42,497	43,497
4	41,733	42,733	43,733	44,733
5	43,267	44,267	45,267	46,267
6	44,782	45,782	46,782	47,782
7	46,311	47,311	48,311	49,311
8	48,513	49,513	50,513	51,513
9	50,123	51,123	52,123	53,123
10	51,628	52,628	53,628	54,628
11	53,128	54,128	55,128	56,128
12	54,688	55,688	56,688	57,688
13	56,170	57,170	58,170	59,170
14	57,000	58,000	59,000	60,000
15	58,128	59,128	60,128	61,128
16	69,064	70,464	71,627	72,627
17	82,000	83,800	85,125	86,125

2006-07 Salary Schedules continued:				
Step	Bachelors	Masters	M+30	Doc
1	39,425	40,425	41,425	42,425
2	40,375	41,375	42,375	43,375
3	41,325	42,325	43,325	44,325
4	42,297	43,297	44,297	45,297
5	43,533	44,533	45,533	46,533
6	45,067	46,067	47,067	48,067
7	46,725	47,725	48,725	49,725
8	48,255	49,255	50,255	51,255
9	50,640	51,640	52,640	53,640
10	52,350	53,350	54,350	55,350
11	53,950	54,950	55,950	56,950
12	55,550	56,550	57,550	58,550
13	57,215	58,215	59,215	60,215
14	58,890	59,890	60,890	61,890
15	59,975	60,975	61,975	62,975
16	71,575	72,975	74,138	75,138
17	84,175	85,975	87,300	88,300

2007-2008				
Step	Bachelors	Masters	M+30	Doc
1	40,375	41,375	42,375	43,375
2	41,325	42,325	43,325	44,325
3	42,325	43,325	44,325	45,325
4	43,325	44,325	45,325	46,325
5	44,300	45,300	46,300	47,300
6	45,480	46,480	47,480	48,480
7	47,300	48,300	49,300	50,300
8	49,025	50,025	51,025	52,025
9	50,655	51,655	52,655	53,655
10	53,140	54,140	55,140	56,140
11	54,950	55,950	56,950	57,950
12	56,650	57,650	58,650	59,650
13	58,355	59,355	60,355	61,355
14	60,215	61,215	62,215	63,215
15	62,525	63,525	64,525	65,525
16	74,505	75,905	77,068	78,068
17	86,485	88,285	89,610	90,610

2008-2009 Salary Schedules continued:				
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>	<u>Doc</u>
1	41,725	42,725	43,725	44,725
2	42,675	43,675	44,675	45,675
3	43,625	44,625	45,625	46,625
4	44,625	45,625	46,625	47,625
5	45,625	46,625	47,625	48,625
6	46,600	47,600	48,600	49,600
7	48,270	49,270	50,270	51,270
8	50,105	51,105	52,105	53,105
9	51,820	52,820	53,820	54,820
10	53,445	54,445	55,445	56,445
11	56,030	57,030	58,030	59,030
12	57,940	58,940	59,940	60,940
13	60,045	61,045	62,045	63,045
14	62,145	63,145	64,145	65,145
15	64,205	65,205	66,205	67,205
16	76,425	77,825	78,988	79,988
17	88,645	90,445	91,770	92,770

2009-10				
<u>Step</u>	<u>Bachelors</u>	<u>Masters</u>	<u>M+30</u>	<u>Doc</u>
1	44,450	45,450	46,450	47,450
2	45,400	46,400	47,400	48,400
3	46,350	47,350	48,350	49,350
4	47,300	48,300	49,300	50,300
5	48,250	49,250	50,250	51,250
6	49,275	50,275	51,275	52,275
7	50,700	51,700	52,700	53,700
8	52,250	53,250	54,250	55,250
9	54,000	55,000	56,000	57,000
10	55,900	56,900	57,900	58,900
11	57,825	58,825	59,825	60,825
12	60,075	61,075	62,075	63,075
13	62,300	63,300	64,300	65,300
14	64,850	65,850	66,850	67,850
15	67,600	68,600	69,600	70,600
16	79,243	80,643	81,805	82,805
17	90,885	92,685	94,010	95,010

ARTICLE XXVIII (28)

DEFINITIONS

- A. **Prorate.** Is equivalent to the teacher's per diem pay times the number of days contracted beyond the basic contracted year.
- B. **Per Diem.** Pay is equivalent to the teacher's annual salary divided by the number of days in the basic contractual year.
- C. **Hourly Rate.** Pay is equivalent to the teacher's per diem pay divided by the number of contracted hours per day.
- D. **Teacher.** A teacher shall mean members of the bargaining unit.
- E. **Student Day.** The student day is the official starting and ending times established by the Board prior to the beginning of the school year.
- F. **Seniority.** Seniority means that total number of years in the Moon Area Schools computed from the last date of hire. In those situations when the most recent date of hire falls after the first day of employment, the first day of employment shall be the date to begin computing seniority.

In the event of a tie, the following criteria will be used, in the order listed below:

- 1. Uninterrupted long-term (permanent) substitute time at Moon Area School District will be considered.
 - 2. Date of hire at Board meeting
 - 3. Date of signed contract
 - 4. Previous service at Moon Area School District as Professional or Temporary Professional employee
 - 5. Degrees beyond bachelors
 - 6. Credits beyond degrees
 - 7. Service in other districts
- G. **Assignment.** At each building level, assignment shall consist of the following:
 - 1. Elementary - building and grade level.
 - 2. Middle School - building, grade level, subject area, team, and course title.
 - 3. Senior High School - building, subject area, and course title.
 - H. **Intern.** A college graduate who is receiving additional training in a school district while enrolled in a Master's program. The intern has passed the Praxis and can teach without supervision. Upon completion of the program, the intern receives a Master of Arts in Education and a teacher's certificate.

- I. **Student Teacher.** A student teacher, in most cases, is an undergraduate who has not passed the Praxis and is in need of direct supervision in the field practice. This person is not certified to teach. Upon completion of this program, a person generally will receive a Bachelor's Degree and a teacher's certificate.
- J. **Patron.** Anyone other than a student or an employee who is on school property. |

ARTICLE XXIX (29)

ADDITIONAL COMPENSATION

- A. **Class Coverage.** When an elementary teacher is required by the principal to teach library, music, art, or physical education, or teach a regular subject or supervise in lieu of teaching library, music, art, or physical education, or when a secondary teacher is required by the principal to teach or supervise another teacher's class, that teacher shall be paid as set forth in Appendix A of this Agreement. When any teacher teaches or supervises a class of thirty (30) minutes or less they shall receive one-half (1/2) of the rate for a full class.
- B. **Method of Payment.** Each week the principal will forward to the Personnel Office the report of teachers having taught another's class, and all payments shall be paid to the teacher in the next regular monthly pay period.
- C. **Accumulated Sick Days.** Upon resigning and/or retiring from the District in good standing after fifteen (15) years of professional service in the District, a teacher will be reimbursed for accumulated sick leave as follows:

1 -100 days	\$35 per day
101-250 days	\$45 per day
over 250 days	\$50 per day

The full amount equal to the sick day reimbursement outlined in this section will be paid directly to a teacher's 403(b) or 457(b) account established with a service provider or providers that is/are mutually agreeable to the parties at no cost to the District. Payments cannot exceed the maximum 403(b) or 457(b) limit as set by the I.R.S. All deposits will be non-elective, employer contributions to a 403(b) or 457(b) with no cash options.

- D. **Retirement Audit.** In the event that a teacher retires in good faith believing the service record of the School District and/or P.S.E.R.S. is correct and subsequently an error is found from the retirement audit, the School District will then rehire the retiree. The retiree will be placed on the salary step commensurate with years taught and his/her seniority will be continued. Employment, however, will only be for the amount of time necessary to achieve the years of service to correct the error. It will be at the discretion of the District to place the retiree in a position according to his/her certification. As a result of rehiring, no other bargaining unit member will be furloughed.

ARTICLE XXX (30)

EXTRA PAY FOR EXTRA DUTY

- A. **Extra Pay Position.** Upon creation of a new extra duty position(s), the Board or its designee, after discussion with the Association, shall establish a salary for the position.
- B. **Method of Payment.**
 - 1. Checks will be distributed according to the coaching seasons or when the task or service is per concurrently with the school year will be paid every other month in four (4) equal installments.
 - 2. A lump-sum payment will be made to anyone at the conclusion of the activity if the business office is notified in advance.
 - 3. All extra pay remunerations will be in a check separate from regular earnings.
- C. All positions identified in the contract will receive a four percent (4%) increase each year of the agreement.
 - 1. Athletic Positions - Categories.

Category 1	Category 2	Category 3	Category 4	Category 5	Category 6	Category 7
Athletic Trainer	Football	Boys Basketball Girls Basketball	Track Swimming Wrestling Cross-Country	Baseball Boys Soccer Girls Soccer Boys Volleyball Girls Volleyball Gymnastics Softball	Boys Tennis Girls Tennis Golf Equipment Manager	

- 2. **Longevity Factor Increment.** (For years at the Head Coach Position at Moon)
Upon the individual reaching the 5th, 10th, 15th, 20th, 25th year in the position, a \$250 increment would be added to the base salary of that individual. This amount would stay with the head coach as long as he or she held the position. If a new person enters the position, this increment drops off and the new individual would get only the contracted base salary until accumulating 5 years, 10 years, etc., longevity in that position.
- 3. **Playoffs/Extended Competitions.** Coaches, directors, and sponsors involved in competition beyond an established season will receive a per diem pay for as long as

they continue their season up to a maximum of two (2) weeks not to exceed one thousand (\$1,000.00) dollars. The athletic trainer will receive twenty-five (\$25.00) dollars per day not to exceed one thousand five hundred (\$1,500.00) dollars.

D. **Salaries.** All rates referred to in Appendix A will apply to elementary, middle school, and senior high school for athletic and non-athletic events.

<u>Athletic Positions</u>	<u>2005-06 Salary</u>	<u>2006-07 Salary</u>	<u>2007-08 Salary</u>	<u>2008-09 Salary</u>	<u>2009-10 Salary</u>
Football, Head Coach	9,986	10,385	10,800	11,232	11,681
Football, A-1	4,993	5,193	5,401	5,617	5,842
Football, A-2	4,494	4,674	4,861	5,055	5,257
Football, A-3	3,995	4,155	4,321	4,494	4,674
Cross Country, Head	5,991	6,231	6,480	6,739	7,009
Cross Country, A-1	3,995	4,155	4,321	4,494	4,674
Cross Country, A-2	3,491	3,631	3,776	3,927	4,084
Cross Country, A-3	2,994	3,114	3,239	3,369	3,504
Girls Soccer, Head	4,993	5,193	5,401	5,617	5,842
Girls Soccer, A-1	2,994	3,114	3,239	3,369	3,504
Girls Soccer, A-3	2,078	2,161	2,247	2,337	2,430
Boys Soccer, Head	4,993	5,193	5,401	5,617	5,842
Boys Soccer, A-1	2,994	3,114	3,239	3,369	3,504
Boys Soccer, A-3	1,998	2,078	2,161	2,247	2,337
Golf, Head Coach	3,491	3,631	3,776	3,927	4,084
Golf, JV	2,494	2,594	2,698	2,806	2,918
Girls Tennis, Head Coach	3,491	3,631	3,776	3,927	4,084
Girls Volleyball, Head	4,993	5,193	5,401	5,617	5,842
Girls Volleyball, A-2	2,495	2,595	2,699	2,807	2,919
Girls Volleyball, A-3	1,998	2,078	2,161	2,247	2,337
Boys Volleyball, Head	4,993	5,193	5,401	5,617	5,842
Boys Volleyball, A-2	2,495	2,595	2,699	2,807	2,919
Girls Basketball, Head	7,989	8,309	8,641	8,987	9,346
Girls Basketball, A-1	4,993	5,193	5,401	5,617	5,842
Girls Basketball, A-2	4,494	4,674	4,861	5,055	5,257
Girls Basketball, A-3	3,995	4,155	4,321	4,494	4,674
Boys Basketball, Head	7,989	8,309	8,641	8,987	9,346
Boys Basketball, A-1	4,993	5,193	5,401	5,617	5,842
Boys Basketball, A-2	4,494	4,674	4,861	5,055	5,257
Boys Basketball, A-3	3,995	4,155	4,321	4,494	4,674
Swimming, Head Coach	5,991	6,231	6,480	6,739	7,009
Swimming, A-3	2,994	3,114	3,239	3,369	3,504
Wrestling, Head Coach	5,991	6,231	6,480	6,739	7,009
Wrestling, A-1	3,995	4,155	4,321	4,494	4,674
Wrestling, A-2	3,491	3,631	3,776	3,927	4,084
Wrestling, A-3	2,994	3,114	3,239	3,369	3,504
Track, Head Coach	5,991	6,231	6,480	6,739	7,009
Track, A-1	3,995	4,155	4,321	4,494	4,674
Track, A-2	3,491	3,631	3,776	3,927	4,084

<u>Athletic Salaries continued</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
Track, A-3	2,994	3,114	3,239	3,369	3,504
Baseball, Head Coach	4,993	5,193	5,401	5,617	5,842
Baseball, A-1	2,994	3,114	3,239	3,369	3,504
Baseball, A-2	2,495	2,595	2,699	2,807	2,919
Baseball, A-3	1,998	2,078	2,161	2,247	2,337
Gymnastics, Head Coach	4,993	5,193	5,401	5,617	5,842
Gymnastics, A-2	2,495	2,595	2,699	2,807	2,919
Softball, Head Coach	4,993	5,193	5,401	5,617	5,842
Softball, A-1	2,994	3,114	3,239	3,369	3,504
Softball, A-2	2,495	2,595	2,699	2,807	2,919
Softball, A-3	1,998	2,078	2,161	2,247	2,337
Boys Tennis, Head Coach	3,491	3,631	3,776	3,927	4,084
Athletic Trainer, Category 1	14,979	15,578	16,201	16,849	17,523
Equipment Manager, Category 6	3,491	3,631	3,776	3,927	4,084
<u>Other Position Salaries</u>					
MS Activities Facilitator	5,726	5,955	6,193	6,441	6,699
HS Band Director	5,504	5,724	5,953	6,191	6,439
HS Assistant Band Director	2,531	2,632	2,737	2,846	2,960
HS Choral Director	5,438	5,656	5,882	6,117	6,362
HS Student Activities Director	4,354	4,528	4,709	4,897	5,093
MS Band Director	4,342	4,516	4,697	4,885	5,080
MS Assistant Band Director	1,248	1,298	1,350	1,404	1,460
HS Yearbook	4,262	4,432	4,609	4,793	4,985
HS Newspaper	4,262	4,432	4,609	4,793	4,985
MS Chorus	4,207	4,375	4,550	4,732	4,921
Drama, Director	3,305	3,437	3,574	3,717	3,866
Drama, Producer	3,305	3,437	3,574	3,717	3,866
Drama, Tech-Scenic Director	1,952	2,030	2,111	2,195	2,283
Drama, Costume/Prop Co	752	782	813	846	880
Musical, Director	3,758	3,908	4,064	4,227	4,396
Musical, Producer	3,758	3,908	4,064	4,227	4,396
Musical, Choral Director	1,952	2,030	2,111	2,195	2,283
Musical, Orchestra Dir	1,952	2,030	2,111	2,195	2,283
Musical, Tech-Scenic Director	1,952	2,030	2,111	2,195	2,283
Musical, Choreographer	1,202	1,250	1,300	1,352	1,406
Musical, Costume/Prop Co	1,050	1,092	1,136	1,181	1,228
Rehearsal Pianist	752	782	813	846	880
Key Club	3,183	3,310	3,442	3,580	3,723
MS Yearbook	3,110	3,234	3,363	3,498	3,638
Senior Class Sponsor	2,954	3,072	3,195	3,323	3,456
HS Orchestra/Strings	2,946	3,064	3,187	3,314	3,447
MS Orchestra/Strings	2,946	3,064	3,187	3,314	3,447
Drill Team	2,659	2,765	2,876	2,991	3,111
Majorettes	2,659	2,765	2,876	2,991	3,111
HS Auditorium Director	2,654	2,760	2,870	2,985	3,104
Debate	2,633	2,738	2,848	2,962	3,080
Speech	2,490	2,590	2,694	2,802	2,914

Other Salaries (continued)					
Intramurals Coordinator	2,467	2,566	2,669	2,776	2,887
HS Fall Cheerleader	2,441	2,539	2,641	2,747	2,857
HS Winter Cheerleader	2,441	2,539	2,641	2,747	2,857
Junior Class Sponsor	2,354	2,448	2,546	2,648	2,754
MS Newspaper	2,278	2,369	2,464	2,563	2,666
Odyssey Mind Coordinator	2,059	2,141	2,227	2,316	2,409
Sophomore Class Sponsor	1,829	1,902	1,978	2,057	2,139
Freshman Class Sponsor	1,829	1,902	1,978	2,057	2,139
Wrestlerette Sponsor	1,768	1,839	1,913	1,990	2,070
Fall 9 th Grade Cheerleader	1,550	1,612	1,676	1,743	1,813
Winter 9th Grade Cheerleader	1,550	1,612	1,676	1,743	1,813
MS Auditorium Director	1,319	1,372	1,427	1,484	1,543
Bus/Hall Monitor	930	967	1,006	1,046	1,088
Breakfast Monitor	465	484	503	523	544
Class Sponsor, Grade 6	545	567	590	614	639
Class Sponsor, Grade 7	545	567	590	614	639
Class Sponsor, Grade 8	545	567	590	614	639
HS Student Council	779	810	842	876	911
MS Student Council	622	647	673	700	728
Elem. Student Council*	243	253	263	274	285
Elem. Band Director*	304	316	329	342	356
Elem. Choral Program	243	253	263	274	285
Talent Show*	243	253	263	274	285
Department Head					
Department Head	1,034	1,075	1,118	1,163	1,210
Subject Leader					
Subject Leader	1,034	1,075	1,118	1,163	1,210
Coordinator					
Coordinator	1,034	1,075	1,118	1,163	1,210
Mentor					
Mentor	1,546	1,608	1,672	1,739	1,809
* each elementary building					

ARTICLE XXXI (31)

MAINTENANCE OF MEMBERSHIP AND MEMBERSHIP DUES EDUCATION

- A. **Deduction from Salary.** The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association as said members authorized the Board to deduct and transmit the monies by check promptly to the Moon Education Association.
- B. **Equal Monthly Installments.** Deductions referred to in Paragraph A above will be made in equal installments as determined yearly by the Association. The Business Office will be notified by October 1 as to the amount and the number of installments. Such payments shall begin with the second paycheck in October and end with the second paycheck in May.
- C. **List Supplied to the Board.** No later than September 20 of each year, the Association will provide the Board with a list of those teachers who have authorized the Board to deduct dues for the Association in Paragraph A above.
- D. **Authorization Cards.** The Board will honor such authorization cards pursuant to the Maintenance of Membership Agreement.

**Moon Education Association (PSEA/NEA)
Payroll Authorization Form**

I hereby authorize the Board or its agents of the Moon Area School District to deduct professional dues (NENPSEA/MEA) from my paychecks according to the terms of the Agreement. This authorization shall be valid on a year-to-year basis while I am a member of the local bargaining unit unless I notify the Association Officers and the Board or its agents in writing that said authorization has been withdrawn. Such notice must be given fifteen (15) days prior to the expiration of the Agreement. I also agree that upon termination of my employment, the Board or its agents shall deduct any remaining amount for the current school year.

Signed: _____

Name: _____

(type or print)

Date: _____

School: _____

- E. **Indemnification.** The Association shall indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken or not taken by the Board for the purpose of this Article.
- F. **Maintenance of Membership.** The Board agrees that all teachers who are presently members of the Association shall be subject to the Maintenance of Membership provision as defined in Article III, Subsection 18 and set forth in Section 705 of the Public Employee Relations Act, Act 195. The penalty for failure to comply with this article will be commensurate with the unified dues (NEA/PSEA/MEA).

- G. **Fair Share.** In the event that ninety-five (95%) of the bargaining unit voluntarily joins the Association within sixty (60) days of the execution of the Agreement, the District shall comply with Act 84 of 1988 for the duration of the Agreement.

ARTICLE XXXII (32)

MISCELLANEOUS

- A. **Statutory Obligations and Rights.** The Pennsylvania School Code and Act 195 include certain job and security provisions, certification, and School Board and Association rights and obligations. The parties hereby aver that such provisions of the School Code and of Act 195 (and applicable orders of the State Labor Relations Board) represent their complete agreement and that said law shall govern the manner in which the job security, job progression, reduction in force, teacher organizational rights, and School Board, Association collective bargaining rights and obligations and practices shall be affected with respect to members of the bargaining unit.
- B. **Maintenance of Standards.** It is the intent of the Board to maintain the programs, curriculum, facilities, personnel, and services in existence at the time this Agreement is signed. Changes in the areas mentioned above will be considered for adoption by the Board after notification to and after consultation with the Association.
- C. **Separability.** If any provision of the Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provisions or applications 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.
- D. **Printing the Agreement.** Copies of this Agreement shall be duplicated at equal cost to the Board and the Association within thirty (30) days after the Agreement is signed. The method of duplication shall be mutually agreed upon by both parties. Five hundred (500) copies of this contract will be printed. The Business Office will be given one hundred (100) copies for distribution to the Administrative/Supervisory staff. The Association will receive the remaining four hundred (400) copies for distribution to the members of the bargaining unit.
- E. **Notice.** Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by certified/registered letter at the following addresses:
1. **Association to Board.** If by Association to Board, at:

8353 University Boulevard
Moon Township, PA 15108
 2. **Board to Association.** If by Board to Association, at the home address of the Association President, or in the case of grievance action, to the home address of the Professional Rights and Responsibilities Chairman. These addresses shall be provided by the President of the Association to the Board.
- F. **Clerical Duties.** Teachers shall not be required to score standardized achievement tests that can be machine scored or to duplicate instructional materials.

- G. **Medical Duties.** No teacher other than the nurse shall be required to dispense any medication or to perform medical treatment to students. Nurses shall not be required to dispense medication unless a written, signed prescription from the student's physician and an accompanying signed slip from the parent or guardian is on file with the nurse.
- H. **Materials Fund.** The District shall establish materials funds for Elementary, Middle School and High School. One thousand dollars (\$1,000) for each secondary building and four thousand dollars (\$4,000) at the elementary level to be divided among the buildings on a prorated basis according to the student enrollments in each building. Said monies shall be administered through the building principal who shall pre-approve the purchase of materials and reimburse teachers upon presentation of receipt for said materials used in conjunction with fulfillment of professional duties. Reimbursement requests must be submitted to the building principal no later than the last teacher day of the school year. This money should not be used for basic materials necessary for everyday ongoing instruction that the District would normally provide.
- I. **Teaching Materials and Equipment.** The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, standardized tests and questionnaires, and similar materials are the tools of the teaching profession. Request for these materials will not be unreasonably denied.

Professional employees shall have the opportunity to requisition new or additional teaching materials and supplies by January 31 of each school year for the succeeding year. These requests shall be submitted as items in the order of preference by each teacher. If sufficient funds are not available to fill the requisition, the teacher will be notified and advised as to what will be available and then list the priorities and submit a revised budget by March 31.

- J. **Lesson plans.** Tenured teachers will be required to submit lesson plans for their scheduled classes at a time mutually agreed to by the individual and the teacher's immediate supervisor. The required content of such plans shall include the following:
1. A brief statement of objective for each of the lessons.
 2. Reference to teaching techniques, which will be employed.
 - a. Reference to texts and/or supplemental printed material, which will be used in the lesson.

Non-tenured teachers shall include content standards as defined by the Pennsylvania Department of Education on lesson plans. This shall apply to all newly hired professionals beginning with the 2005-2006 school year.

- K. **Curriculum.** No teacher shall be required to write curriculum; however, at the request of the Administration, a teacher may voluntarily contract work on curriculum development and will be compensated according to a mutually agreed upon figure. Payment will not be less than the amounts set forth in Appendix A hereof during the term of this Agreement. Payment will be made upon completion of the agreed upon work, such payment to be made only for curriculum work done after the regular school day or beyond the regular school year.

The District reserves the right to designate the annual deadline as June 30 for completing

curriculum writing and the accompanying prescriptive mapping component. The District reserves the right to extend the deadline at its discretion.

A teacher completing a curriculum map will receive Act 48 credit hours up to eight (8) hours per preparation. Curriculum writing is considered complete when the curriculum writer has posted both the curriculum and the map templates and all required paperwork is complete.

- L. **Medical Examinations.** Any medical examinations for teachers required by the State shall be paid for by the District.

ARTICLE XXXIII (33)

LONG-TERM SUBSTITUTES

- A. **Definition.** Long-term (permanent) substitutes are hereby defined as professional employees employed by the Moon Area School District for a semester or more (ninety days (90) or more) who replace a teacher on a sabbatical leave, leave as defined in Article XIX (19), or other approved leaves of absence and who have an expectancy of continued employment.
- B. Employees on furlough status who are retained for long-term (permanent) substitute positions will be placed on their proper salary schedule placement and receive all benefits and privileges of the contract. Such persons are not covered by Article VI (6), Subsection H as it relates to Reduction-in-Force or bumping.
- C. Long-term (permanent) substitutes retained by the District and not covered by section B of this Article shall be paid seventy-five percent (75%) of the Bachelors step one salary. Such employees are in no way covered by any Reduction-In-Force or bumping provisions including Article VI (6), Subsection H.

The following provisions of this Collective Bargaining Agreement shall be applicable to such long-term (permanent) substitutes.

- 1. Article I - Preamble
- 2. Article II - Recognition
- 3. Article III - Negotiation of a Successor Agreement
- 4. Article IV - Non-discrimination
- 5. Article V - Grievance Procedure
- 6. Article VI - Rights of Professional Employees, Subsections A, C, D, E, F, G, J
- 7. Article VII - Personal and Academic Freedom
- 8. Article VIII - Association Rights and Privileges, Subsection B
- 9. Article XIII - Professional Staff Committee
- 10. Article XIV - Liaison Committee
- 11. Article XV - Student Discipline Policy
- 12. Article XXI - Teaching Hours
- 13. Article XXII - Teacher Work Year
- 14. Article XXIII - Teacher Protection
- 15. Article XXIV - Illness or Disability, Subsection C
- 16. Article XXVI - Insurance Protection Section A - Individual Coverage Only
- 17. Article XXVII - Professional Compensation, Subsection D

- 18. Article XXVIII - Definitions, Subsections A, B, C, E
- 19. Article XXIX - Additional Compensation, Subsections A, B, C
- 20. Article XXXI - Maintenance of Membership
- 21. Article XXXII - Miscellaneous, Subsections F, G, H, I, J, L
- 22. Article XXXIV - Healthy Working Conditions
- 23. Article XXXV - Special Education

D. Seniority Accrual for all employees covered by this Article shall accrue on a prorated basis.

ARTICLE XXXIV (34)

HEALTHY WORKING CONDITIONS

The District shall be responsible for providing and maintaining conditions of employment free from hazards that are causing, or are likely to cause accident, injury, or illness to teachers.

A. **Working Conditions.**

1. Teachers shall not be subjected to unsafe or hazardous conditions at their work sites or be required to perform tasks which endanger their health, safety, or wellbeing.
2. If during the term of this agreement, the Board or the Association has reasonable cause to think that testing should be conducted on the indoor air quality and/or the quality of drinking water, tests will be conducted. The tests will be conducted within two (2) weeks of the request and the results shared as soon as they are received.
3. Teachers shall suffer no loss in pay when buildings are closed because of emergencies or unsafe or hazardous conditions.
4. Teachers shall not be required to make up days lost as a result of school closings or cancellation of classes unless school is rescheduled for students.
5. The Board and Association recognize that matters of discomfort to teachers that do not necessarily rise to the level of serious health or safety hazards are still important. The building principal will make a reasonable effort to remedy matters such as uncomfortable temperatures, bad odors, and similar negative environmental factors in the workplace. Remedies may include, but are not limited to, relocation of work station(s), or, in extreme circumstances, temporary excusal from duty.

B. **Filing Reports of Hazardous or Unsafe Conditions.** Teachers may report in writing an alleged hazardous or unsafe condition by sending a copy of the report to the Superintendent, the Association, and the Safety & Health Committee.

The Superintendent or designee will respond in writing to the teacher's report of unsafe or hazardous working conditions within three (3) weeks of receipt. The response will identify the course of action to be taken to correct the situation. The District must provide evidence to show that the environment, practice, material, or equipment does not pose a hazard.

C. **Compliance with Law.** The District agrees to comply with all occupational health and safety standards and regulations as adopted by state and local agencies.

- D. **No Reprisals.** The Board shall assure that no teacher is subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or for participation in occupational safety and health program activities.
- E. **Health and Safety Committee.** The Board and Association agree to establish and maintain a health and safety committee. The Association will have a representative on the committee.

ARTICLE XXXV (35)

SPECIAL EDUCATION

A. **Definitions/Abbreviations**

I.E.P. - Individualized Education Program
 S.A. - Service Agreement
 N.O.R.E.P. - Notice of Recommended Educational Placement
 P.L. - Public Law
 M.D.E. - Multidisciplinary Evaluation
 M.D.T. - Multidisciplinary Team
 I.S.T. - Instructional Support Teacher/Team
 E.R. - Evaluation Report

Inclusionary classroom - a regular education teacher coupled with a special education teacher (2 professionals) in one regular education classroom

L.E.A. - Local Education Agent, i.e. Building Administrator
 B.I.P. - Behavior Intervention Plan
 E.S.Y. - Extended School Year

B. **Teacher Evaluation**

Student attainment of the goals in any Individualized Education Program (IEP) and/or Service Agreement (SA) shall not be used arbitrarily and capriciously as a basis for teacher evaluation.

C. **Teacher Training**

1. Upon request of a teacher whose assignment requires him/her to teach students who have IEPs, SAs, or special needs, training will be provided. Such training shall focus on IDEA Part 300, PA Chapter 14 Regulations, Section 504 of the Rehabilitation Act of 1973 or their successors, other relevant laws, regulations, and standards of a like nature, and shall address especially the technical aspects involved in developing IEPs and SAs and satisfying the requirements of the law. Any teacher responsible for adapting the general curriculum and/or assessments for special education students shall be offered training and planning time during the school day to accomplish necessary adaptations. Upon teacher request, the District shall also provide training and guided practice in developing functional behavioral assessments, designing

behavior management plans, and conducting manifestation determinations. Every effort will be made to provide such training during the workday and work year.

2. The District will provide training relative to special needs students and/or an assistant in appropriate special circumstances when state special education approved funding is provided to reimburse the District for the cost of such training and/or assistant.

D. Parent Visitation

When parents or guardians request the opportunity to visit a classroom to observe a student who is involved in an Individualized Education Program or has a Service Agreement, the scheduling of such visitation shall be through the building principal in cooperation and agreement with the affected teacher(s) while ensuring that the privacy for all students in the classroom is maintained.

E. New Legislation

If additional regulations, standards, or laws become effective concerning IDEA Part 300, PA Chapter 14 Regulations, Section 504 of the Rehabilitation Act of 1973 or their successors, other relevant laws, pertaining to education during the time of this agreement, both the Association and Board agree to meet immediately, discuss, and make every effort to reach a mutual agreement on any and all problems.

F. Meetings

When a teacher is required by the school administration to participate in a conference, review, evaluation, re-evaluation, or any meeting resulting in the need to fulfill the provisions of on IDEA Part 300, PA Chapter 14 Regulations, Section 504 of the Rehabilitation Act of 1973 or their successors, and other appropriate state and federal regulations and standards, such meeting shall be scheduled during the regular work day and work year if possible. If such a meeting occurs during preparation time, then the teacher will be compensated as identified in Appendix A. If such time cannot be found within the regular work day then the teacher shall be compensated for all additional time spent beyond the regular work day based on the IEP hourly rate for participation in such conference, review, evaluation, or meeting identified in Appendix A. Any such conference, review, evaluation, or meeting not held during the regular school day shall take place at a mutually agreed upon time as soon as possible after the regular work day. The IEP writing rate will be paid as set forth in Appendix A of this agreement.

G. Implementation and Integration of Special Needs Students

The school district agrees to appropriately implement the integration of special needs students into the least restrictive environment (LRE) in accordance with IDEA Part 300, PA Chapter 14 Regulations, Section 504 of the Rehabilitation Act of 1973 or their successors, and in accordance with the Pennsylvania School Code.

In addition to the mandates included in the aforementioned laws, appropriate implementation shall consist of:

1. The development of appropriate IEPs and/or SAs with the participation and/or input from available professional staff who are responsible for delivering all or part of the instructional program to the child. If teachers are unable to attend the meeting, an

administrator shall seek input from the teacher(s) prior to the meeting, share this information with the IEP team for inclusion on the IEP, and review the final IEP with the teacher(s) subsequent to the meeting.

2. A provision whereas any teacher will have access to SAs and will receive a copy upon request for those students they instruct via the building administrator or designee. A provision whereas any teacher will have access to I.E.P.s and will receive a copy upon request for those students they instruct via the special education teacher's roster.
3. A provision for all information to be shared regarding violent acts committed by the student to all professional staff responsible for supervising the student. The District shall report all crimes committed by special education students to local law enforcement authorities. The District shall request an expedited due process hearing to obtain an order authorizing an interim alternative placement, when the members of the IEP team have determined that the student is likely to harm himself or others, but the parent refuses to consent to a change in placement.
4. If it becomes apparent that the accommodations agreed to at the initial meeting are not appropriate or needed, the team will reconvene. The teacher(s) will have the right to offer modifications. If no modifications are made, the teachers' concerns shall be attached to the SA.
5. In the event a teacher believes that a student is creating an atmosphere which depreciates the learning situation in the teacher's classroom, the teacher may request through the building principal that the student's assignment in his/her classroom be re-evaluated.

H. Distribution

The District shall attempt to equitably assign students with IEPs and SAs throughout a regular education teacher's instructional day. Furthermore, these students will be equally distributed among teachers with the same course and/or grade level.

I. Start-Up Inclusionary Programs

Should new inclusionary programs be placed into regular education classrooms and/or buildings, appropriate implementation will include:

1. Training concerning inclusionary practices (when needed) for all professionals involved with special needs students prior to beginning such programs
2. Opportunities for teachers to work collaboratively with the administration to provide input for designing and establishing proper inclusionary programming for special needs students

J. IEP / SA Notification

Teachers shall be notified by building administrators or designee at the start, and throughout the school year, of all students who are identified as needing or having IEPs or SAs.

K. Class Size

At the beginning of the school year through the end of the first semester at the secondary level, student roster for the following academic classes [language arts, mathematics, social studies, and science with the exception of inclusion classes], will not exceed a total of six (6) identified students with IEPs within each class. From the beginning of the second semester through the remainder of the school year, these rosters will not exceed eight (8) students with IEPs.

Any classes with over thirty-five (35) students shall have no more than twenty-six percent (26%) of their total population as students with IEPs.

Should a non-academic subject area class [with the exception of classes over thirty-five (35) students] or a regular elementary classroom roster exceed seven (7) students with IEPs, a staffing meeting will be convened within two (2) school days with the building principal, pupil services director, and affected teacher(s) to consider the need for an educational paraprofessional to be assigned to that classroom. During this staffing, should the members determine that a paraprofessional is needed, the District will provide such services until services are no longer warranted. Should services be denied, the reason(s) for denial will be presented to each member in writing. Should the class roster exceed eight (8) students with IEPs, a staffing meeting including the personnel listed above will be convened within two (2) school days to consider the need for a certified special education teacher to be assigned to that classroom. During this staffing, should the members determine that a certified special education teacher is needed, one will be provided until such services are no longer warranted. Should services be denied, the reason(s) for denial will be presented to each member in writing. Students receiving gifted education services or speech and language services will not be considered as part of this article.

A life skills support student in a regular classroom with an assistant will not be included as one of the identified students with an IEP.

With respect to class size limitations within special education classrooms, the District will assign no more than twelve (12) students per instructional period.

L. IEP/MDE Protections

A district administrator (principal) shall serve as the LEA representative at all MDE and IEP meetings. IEP meetings will consist minimally of a LEA representative, special education teacher, a parent, and one regular education teacher. Any staff member who may have pertinent information relative to the meeting may supply input to the LEA or regular education teacher prior to the meeting so that his/her information will be presented. LEAs will make every effort to rotate the regular education staffs involvement. Regular education teachers will be notified at least 5-7 calendar days, barring unforeseen circumstances, before the scheduled meeting. No changes will be made to the previously agreed upon portion of the IEP that relates to regular education after the regular education teacher(s) exits the said IEP conference.

When necessary, a substitute will be called for the special education teacher to preplan and perform clerical duties related to IEPs, NOREPs, ERs, BIPs, for revising numerous IEPs/ERs, and for IEP meetings. The special education teacher will arrange for a substitute after approval by the principal.

ER / IEP / NOREP / BIP / MDEs will not be held on in-service or clerical days.

M. Special Education Teacher Time

In order to provide time to prepare, plan, and execute ER/IEP/NOREP/ BIP/MDEs or any other related special education work in the high / middle schools, two special education teachers will share one assigned non-instructional duty. The two teachers will mutually determine who will cover the non-instructional duty and who will utilize the time for special education related work. This scheduling shall apply to all secondary special education teachers.

To prepare, plan, and execute ER / IEP / NOREP / BIP / MDEs or any other related special education work, the elementary special education teachers will combine afternoon classes one time per week for each teacher. The schedules will be made by the special education teachers and shared with their building administrators. The special education teachers will make every effort to combine classes where the number of students is the smallest. The assistants will remain with the students.

N. Extended School Year

Should the District have a need to operate an ESY program(s) during the summer, bargaining unit members will teach these programs provided that they have the proper certification. With each ESY program offered, a job description as well as terms of the contract will be posted with the rate of pay as per Appendix A. When a single ESY position is posted, the teacher will be selected according to seniority. When multiple ESY positions become necessary, the District will fill one (1) of these positions with the most senior teacher. To maintain continuity, other open position(s) during that summer can be filled with teachers who have prior ESY experience in Moon and less seniority. Should there be multiple ESY positions posted with no applicants having previous ESY teaching experience, teachers will be selected according to seniority.

ARTICLE XXXVI (36)

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2005, and shall continue in effect until June 30, 2010, except as specified herein subject to the Association's rights to negotiation over a successor Agreement as provided in Article III (3), and until said date nothing herein, may be renegotiated, or added or deleted.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Both parties agree to faithfully implement the provisions of this Agreement for the full life thereof and as a condition of the various provisions of this Agreement, the teachers agree that they will not engage in withholding of services as set forth in Act 195, Article III, Section 301 (9) during the term of this Agreement, and the Board agrees that it will not conduct a lockout during the term of this Agreement.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its president and chief negotiator and the Board has caused this agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

By: _____
Moon Education Association/PSEA/NEA

By: _____
Chief Negotiator

By: _____
President - Moon Board of Education

By: _____
Secretary

Ratified by Moon Education Association

Date: _____ 9/12/2005

Ratified by Moon Education Association

Date: _____ 9/12/2005

APPENDIX A

HOURLY AND PER EVENT RATES

<u>Title/Position</u>	<u>Rate Type</u>	<u>2005-06 Rate</u>	<u>2006-07 Rate</u>	<u>2007-08 Rate</u>	<u>2008-09 Rate</u>	<u>2009-10 Rate</u>
Summer School	Hourly	35.70	37.13	38.62	40.16	41.77
Homebound	Hourly	37.73	39.24	40.81	42.44	44.14
Class Coverage	Hourly	37.73	39.24	40.81	42.44	44.14
IEP	Hourly	33.75	35.10	36.50	37.96	39.48
Curriculum Writing	Hourly	33.75	35.10	36.50	37.96	39.48
Intramurals	Hourly	23.20	24.13	25.10	26.10	27.14
Extended School Year (ESY)	Hourly	48.66	50.61	52.63	54.74	56.93
PSSA Remediation Coordinator (Math)	Hourly	35.70	37.13	38.62	40.16	41.77
PSSA Remediation Coordinator (Language Arts)	Hourly	35.70	37.13	38.62	40.16	41.77
PSSA Remediation Tutor/Facilitator (Math & Language Arts)	Hourly	35.70	37.13	38.62	40.16	41.77
MS Remediation Program Coordinator	Hourly	35.70	37.13	38.62	40.16	41.77
MS Remediation Program Tutor/Facilitator	Hourly	35.70	37.13	38.62	40.16	41.77
Elem. Remediation Program Coordinator	Hourly	35.70	37.13	38.62	40.16	41.77
Elem. Remediation Program Tutor/Facilitator	Hourly	35.70	37.13	38.62	40.16	41.77
Ticket Sellers	Event	40.50	42.12	43.80	45.55	47.37
Ticket Manager - Football	Event	52.64	54.75	56.94	59.22	61.59
Event Manager	Event	52.00	54.08	56.24	58.49	60.83
Statistician	Event	52.00	54.08	56.24	58.49	60.83
Video Photographer	Event	52.00	54.08	56.24	58.49	60.83
Message Center Operator	Event	52.00	54.08	56.24	58.49	60.83
All Other Event Positions	Event	35.05	36.45	37.91	39.43	41.01

APPENDIX B

DURATION OF BENEFITS

Benefits for disability commencing prior to age 60 continue up to age 65 provided the employee remains totally disabled.

Benefits for disability commencing after age 60 up to the maximum duration shown in the following schedule provided the employee remains totally disabled.

Age at Disablement	Maximum Duration of Benefits
60	up to age 65
61	up to age 65
62	3 ½ years
63	3 years
64	2 ½ years
65	2 years
66	1 ¾ years
67	1 ½ years
68	1 ¼ years
69 or over	1 year

APPENDIX C

HUSBAND AND WIFE RETIREMENT HEALTH CARE INSURANCE

Any premium cost during the first year of retirement (the base year), other than the amount of P.S.E.R.S. annuitants health care supplemental support reimbursement to the retired teacher, will be paid by the District. Each subsequent year, the retired teacher will pay the premium increase. The monthly increase in premium rate above the base year will be paid in addition to the P.S.E.R.S. reimbursement.

The following is an example of a teacher retiring in June of 2006. The amount of payment for each year is shown on the right.

- a) July 1, 2006 to June 30, 2007 \$100 / month or amount from P.S.E.R.S
- b) July 1, 2007 to June 30, 2008 \$100 / month or amount from PSERS plus the increase above the 2006-07 rate
- c) July 1, 2008 to June 30, 2009 \$100 / month or amount from PSERS plus the increase above the 2006-07 rate
- d) July 1, 2009 to June 30, 2010 \$100 / month or amount from PSERS plus the increase above the 2006-07 rate
- e) etc.

If a teacher retires in June of 2007, increase the years by one (1). 2006-2007 would change to 2007-2008.

If a teacher retires in June of 2008, increase the years by two (2). 2006-2007 would change to 2008-2009, etc.

MEMORANDUMS ATTACHED
FOR CONVENIENCE

MEMORANDUM OF UNDERSTANDING

AND NOW, this 12th day of September 2000, this Memorandum of Understanding is entered into by and between the Moon Area School District ("District") and the Moon Education Association ("MEA") and, in support thereof, the parties aver and agree as follows:

Continuing Professional Education.

The parties agree to implement the full extent of Act 48 of 1999. The following provisions shall be in place. If any of the following provisions are not in compliance with Act 48, the provisions shall be modified according to PDE guidelines.

A Continuing Professional Development Committee shall be formed to establish a professional education plan as required by Act 48.

The committee shall be comprised of nine (9) teachers, one (1) educational specialist (non-instructional professionals including nurses, guidance counselors, and 1ST professionals), six (6) administrators, and no more than four (4) individuals chosen by the Board including parents of children attending school in the District, business representatives, and others representing the community.

The members of the committee shall select the chairperson and all members shall have a vote.

The Continuing Professional Development Committee shall formulate a Continuing Professional Education (CPE) Program plan with options responsive to the needs of the school entity and its professional employees. After the approval of the plan by the majority of the members of the committee, it shall be submitted to the Board for approval. The committee shall review the plan annually and amend it as necessary to meet the needs of the school entity and its professional employees.

The committee shall meet a minimum of four (4) times the first year to formulate the original three year plan. Each subsequent year, the committee shall meet a minimum of two (2) times to review and update the plan. Clerical work of the committee and its chairperson shall be provided by the District.

The calendar for implementing the CPE Program shall be structured jointly by the Association and the District. The proposed CPE Program offerings shall be completed not later than the 160th day of the school year preceding that for which the program is intended and presented to the Board for review and approval. The approved program shall be implemented by the District. The cost of implementing the program shall be borne by the District.

By: _____
Moon Education Association/PSEA/NEA

By: _____
Chief Negotiator

By: _____
Moon Board of Education

By: _____
Secretary

Ratified by Moon Education Association

Date: _____ 9/12/2005

Ratified by Moon Education Association

Date: _____ 9/12/2005

MEMORANDUM OF UNDERSTANDING

AND NOW, this 23rd day of September 2005, this Memorandum of Understanding is entered into by and between the Moon Area School District ("District") and the Moon Education Association ("MEA") and, in support thereof, the parties aver and agree as follows:

Article XXX (30) Extra Pay For Extra Duty

Other Positions	2005-06	2006-07	2007-08	2008-09	2009-10
K and One orientation	50	52	54	56	58

By: _____ Date: _____
Moon Education Association/PSEA/NEA

By: _____ Date: _____
Moon Board of Education

MEMORANDUM OF UNDERSTANDING

AND NOW, this 23rd day of September 2005, this Memorandum of Understanding is entered into by and between the Moon Area School District ("District") and the Moon Education Association ("MEA") and, in support thereof, the parties aver and agree as follows:

Article XXII (22) Teacher Work Year

Extended contract procedures:

1. Those teachers applying for extended days will submit his/her request, in writing, to both their immediate supervisor and the director of administrative services.
2. The written request should reflect the number of extended contract days along with the details of the work to be addressed/completed during the requested days.
3. The written request should be submitted to the building principal and the director of administrative services on or before June 3Q1b for the approaching school year.

For the 2005-2006 school year, requests for extended contract days will be submitted no later than "October 28, 2005."

4. The Superintendent or his/her designee will notify the building principal and the teacher with a decision in writing. Should days be denied, a reason will be given.

By: _____
Moon Education Association/PSEA/NEA

Date: _____

By: _____
Moon Board of Education

Date: _____

MEMORANDUM OF UNDERSTANDING

AND NOW, this 3rd day of September 2005, this Memorandum of Understanding is entered into by and between the Moon Area School District ("District") and the Moon Education Association ("MEA") and, in support thereof, the parties aver and agree as follows:

Article XIV (14) Liaison Committee

B. Membership

- 2. The Committee shall be made up of the principal(s) of the school building and not more than three (3) teachers in the school building. One representative from MAESPA may sit on the committee unless mutually waived by the MEA and the District.

By: _____
Moon Education Association/PSEA/NEA

Date: _____

By: _____
Moon Board of Education

Date: _____

MEMORANDUM OF UNDERSTANDING

AND NOW, this 3rd day of September, 2005, this Memorandum of Understanding is entered into by and between the Moon Area School District ("District") and the Moon Education Association ("MEA") and, in support thereof, the parties aver and agree as follows:

Article XXVII (27) Professional Compensation

Calculations of partial salary step procedures:

1. The partial salary schedule step for a teacher that is employed for a portion of the year will be calculated by dividing the actual number of days for which the teacher is paid during the year by the number of scheduled work days per the MEA agreement.
2. The partial step calculation will be rounded to a full year step movement, a one-half year step movement or no step movement using normal mathematical rounding methodology.
3. The following table will be used to place teachers on the proper step the following year:
 - a. Employed less than 25% of a work year No step movement
 - b. Employed at least 25%, but less than 75% of a work year - One-half year step movement
 - c. Employed at least 75% of a work year - One full year step movement
 - d. A teacher that is hired to begin work after the first student day of the school year and to begin work on or before the forty-seventh (47th) student day of the school year will earn a full step movement if employed for 72% or more of the work year. This is in lieu of the 75% shown in the table above.
4. The guidelines described in this memorandum will be in effect beginning with the 2005- 2006 school year. Teachers hired prior to the 2005-2006 school year with partial step salaries, will not be affected by this memorandum.

By: _____
Moon Education Association/PSEA/NEA

Date: _____

By: _____
Moon Board of Education

Date: _____