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# **COLLECTIVE BARGAINING AGREEMENT**

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*Between*

**UPPER MERION AREA BOARD OF SCHOOL DIRECTORS**

*And*

**UPPER MERION AREA EDUCATION ASSOCIATION**

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**2023 - 2026**

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**THIS AGREEMENT** made this 10th day of April, 2023, by and between the Board of School Directors (hereinafter the "Board") of the Upper Merion Area School District (hereinafter the "District") at all its various schools and other buildings and for any additional schools or buildings which may be added which are designated as part of Upper Merion Area School District and Upper Merion Area Education Association (hereinafter the "Association").

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If, at any time hereafter, a provision once declared invalid shall be valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect, as of the date the provision has been declared valid; retroactivity shall be included if so stated in the decision.

## **ARTICLE I** **PHILOSOPHY**

1.1. It is recognized that teaching is a profession requiring specialized educational qualifications and that the quality of the educational programs conducted in the public schools of the District depends essentially upon the quality of the teaching service. The Board and the Association believe that the development and operation of educational programs of the highest quality for the benefit of the students and the community, is a responsibility, which requires, for its effective discharge, consultation among the Board or its representatives, the Superintendent, and members of the professional staff speaking through their elected representatives. Since these groups have the same ultimate aim of providing the best possible educational opportunity for all pupils enrolled in the schools consistent with community resources, relationships must be established and maintained which are based upon this common interest and the concept of education as a public trust and as a professional calling.

1.2. The Board, the Superintendent and the members of the professional staff can best attain their common objectives if each utilizes the ability, experience and judgment of the other in formulating policies and making decisions that involve matters of educational concern and which affect the quality of the District's educational program. The professional preparation of the teaching staff qualifies members of the staff to make significant contributions to the conduct of educational affairs of the District and to the development of policy and program by assisting the Board or its representatives in its consideration of proposed policies through negotiations procedures or other channels when negotiations are not appropriate.

1.3. The Board and the Association remain dedicated to their joint mission of ensuring the education and overall well-being of the students of the District, as well as contributing to the health and welfare of the community. Toward this end, the parties hereby confirm their mutual desire and intention to cooperate in the development, implementation and evaluation of District-wide initiatives which will accomplish the above-noted goals. Such District-wide initiatives may include, but not be limited to, the establishment of individual school building or other grouping incentives which will utilize objective criteria that measure the improvement of student learning outcomes in the grouping, SAT scores, PSSA scores, student attendance, outcomes of students in vocational-technical school, graduation rates, discipline incidents, standardized test scores, post-secondary study, Blue Ribbon selection and so on. The Board shall recognize the attainment of such goals within their discretion through the Superintendent of the District. Nothing in this paragraph shall confer additional rights to the District to discipline members of the professional staff.

**ARTICLE II**  
**RECOGNITION**

2.1 The Board recognizes the Association as the exclusive bargaining agent for the Professional Employees as defined below in accordance with the provisions of the Public Employee Relations Act (Act 195) providing for collective bargaining for public employees, as that Act is amended by Act 88.

2.2 The term "Professional Employee" as used herein shall include: classroom teachers (including regular part-time), subject matter specialists, guidance counselors, psychologists, librarians, nurses, home and school visitors, occupational therapists, physical therapists, and shall exclude all hourly-paid employees and those Professional Employees who meet the definition of "supervisor" or "confidential employee" under the Public Employee Relations Act.

**ARTICLE III**  
**AREAS FOR DISCUSSION AND AGREEMENT**

3.1 The Board and the Association recognize their responsibilities to each other and to the community to establish channels for discussion of all matters of educational concern whenever they may arise. Such channels would be developed under the negotiations procedures or other channels when negotiations are not appropriate. Negotiations covering terms and conditions of employment and working conditions will follow the negotiating procedures outlined in Act 195, as amended by Act 88.

**ARTICLE IV**  
**BOARD PREROGATIVES**

4.1 The Board hereby retains and reserves all rights and responsibilities vested in it by the laws and the Constitution of the Commonwealth of Pennsylvania and the United States. These rights and responsibilities shall include, but shall not be limited to, such areas of discretion or policy as the functions and programs of the public employer, standards of services, its overall budget, utilization of technology, the organizational structure and selection and direction of personnel.

**ARTICLE V**  
**DISCRIMINATION**

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

**ARTICLE VI**  
**NEGOTIATIONS PROCEDURES**

6.1 Consultants. The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference and negotiating sessions. The expense of such consultants shall be borne by the party requesting them.

6.2 Exchange of Information. Upon reasonable written request, the Superintendent and/or Association President as appropriate shall supply to members of either or both negotiating teams all available data deemed necessary for developing sound recommendations. Approval of the Association's Executive Committee will be necessary prior to the release of information by the Association.

6.3 Tentative Agreements. When any item considered during negotiations is tentatively agreed upon by the parties, it will be reduced to writing and copies will be initialed by each team at the meeting when such agreement is reached so that these copies may serve as confidential records pending the conclusion of a complete agreement.

6.4 Progress Reports. Progress reports may be issued by either party at any time.

## **ARTICLE VII**

### **STRIKE OR LOCKOUT**

7.1 The Association agrees that for the duration of this Agreement Professional Employees will not engage in a strike - as that term is defined in Act 195, as amended by Act 88. The Board agrees that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

## **ARTICLE VIII**

### **MAINTENANCE OF MEMBERSHIP**

8.1 The parties agree that all Professional Employees subject to this Agreement, and who are dues-paying members of the Association, shall be subject to Article III, Subsection (18) of the Public Employee Relations Act (Maintenance of Membership) providing that:

"all employees who have joined the Association or who join the Association in the future must remain members for the duration of this agreement, however, any such employee or employees may resign from the Association during a period fifteen days prior to the expiration of this agreement."

## **ARTICLE IX**

### **PARENT-TEACHER CONFERENCES**

9.1 Professional Employees in the Elementary and Middle Schools shall have two (2) half-days per semester for parent-teacher conferences. Daytime conferences shall be scheduled on an alternating day basis.

9.2 All Professional Employees shall attend one (1) evening per school year expressly for the purpose of Open House Night and up to three (3) additional evenings per school year for the purpose of parent-teacher conferences. No more than two evenings may be scheduled for the purpose of parent-teacher conferences in a semester, and no evenings set forth in this subsection may be scheduled on consecutive nights for any purpose.

**ARTICLE X**  
**COMPENSABLE LEAVE**

10.1 Personal Leave.

10.1.1 Personal leave for Professional Employees shall be three (3) days per year and any unused personal days shall accumulate until resignation, termination or retirement. Professional Employees may use up to five (5) such days per year for personal leave. All personal leave that is unused at the time of the Professional Employee's resignation, termination or retirement will be accumulated as sick leave. Personal leave is not to be used for any concerted action by Professional Employees. Personal leave shall be for the purpose of transacting personal matters which cannot be transacted at a time other than during the school day. Notice for personal leave will be submitted to the Superintendent's office.

10.1.2 Whenever a Professional Employee holding a valid poll watchers certificate takes a personal day, for the purpose of being a poll watcher, reimbursement will be the difference between any compensation received for this activity and the normal per diem rate.

10.1.3 Whenever possible, notice on the proper form shall be submitted to the Superintendent through the building principal one (1) week in advance, except in the case of emergency. Prior approval of the Superintendent is necessary when the personal leave day involved is:

- (a) The day preceding or following a holiday,
- (b) The fourth or fifth personal leave day (extra personal leave days accrued from prior school year(s)) used by a Professional Employee in a school year, or
- (c) An in-service day that is not determined by the Superintendent to be "attendance not required," as that term is defined by Subsection 12.18.

10.2 Sick Leave.

10.2.1 Sick leave for Professional Employees with less than ten (10) years of District service shall be ten (10) days per year.

10.2.2 Sick leave for Professional Employees with ten (10) or more years of District service shall be twelve (12) days per year.

10.2.3 Professional Employees may use up to four (4) days of their accumulated sick leave per year for "family illnesses." "Family illness" shall mean an illness of an immediate family member, as defined in Section 10.4.1 herein, that requires the Professional Employee's intervention.

10.2.4 Unused sick leave for Professional Employees will be cumulative.

10.2.5 The District shall make available to Professional Employees electronic information regarding the status of unused sick leave. A Professional Employee may also obtain unused sick leave status by contacting the Payroll Office.

10.2.6 Sick leave for summer school teachers shall be one (1) non-cumulative day for each three-week period or fraction thereof.

10.2.7 The Board agrees to reinstate sick leave accumulated by those Professional Employees returning to Upper Merion during the life of this contract, after resignation that was not followed by employment in another Pennsylvania school, not to exceed forty (40) days accumulated in prior Upper Merion service. This time shall be in addition to time granted during the new terms of employment.

10.2.8 A pool of sick days will be established for Professional Employees for the protection of individual employees during serious long-term extended illness and/or incapacity causing long periods (ten (10) consecutive days or more) of absence from regularly assigned duties. The District shall contribute two hundred (200) days to the pool at the beginning of each school year. Professional Employees desiring to participate in the pool shall contribute one (1) day from their sick leave balance at the beginning of the school year. Except as noted below in Subsection 10.2.8(a), pool usage shall not exceed four hundred (400) days per school year unless authorized by the Superintendent, within his/her exclusive discretion. All unused days in the pool shall be carried over into the subsequent school year. If the pool should begin a school year with at least four hundred (400) days carried over, contributions from the District and from participants in the pool shall be forgiven for that school year. Professional Employees in their first year of employment with the District or Professional Employees electing to participate in the pool for the first time or after a break in participation must still contribute one (1) day from their sick leave balance at the beginning of the applicable school year even if contributions from the District and from participants are forgiven for that school year. Professional Employees can decline participation in the pool, and contribute no days from their sick leave balance, if they notify the Business Office and the Association President in writing no later than the tenth (10<sup>th</sup>) day of school for any school year, effective for that school year. This notification must acknowledge that the Professional Employee may not benefit in any way from the pool, and this notification must be renewed every school year. Use of pool will begin after a Professional Employee's accumulated sick leave and personal leave have been exhausted and after the Professional Employee has been absent from regularly assigned duties for ten (10) consecutive days without pay. In addition, use of the pool will be subject to the following guidelines:

- (a) Each school year, days in the pool will be used on a first-come, first-served basis. When four hundred (400) total days from the pool have been exhausted, Professional Employees, individually or collectively, may contribute up to fifty (50) of their own sick days to supplement the pool for the school year. Such contributions are not subject to the authorization by the Superintendent set forth in this Subsection 10.2.8 above. When the supplemental fifty (50) days have also been exhausted, use of the pool is ended for the school year.
- (b) Illness, accident or incapacity must be of the long-term continuous type.
- (c) The reason for the requested extension must be a continuation of a health problem and that regular sick leave is exhausted.
- (d) Each case will be dealt with individually upon request to the Superintendent's Office. The Superintendent will confer with the Association President, but final determination of pool eligibility rests with the Association President.
- (e) Each case, in regard to eligibility, duration of time and return to service will be handled on an individual basis.

- (f) All such cases under consideration must be supported by the recommendations of the Professional Employee's personal physician in consultation, when necessary, with one of the District's physicians.
- (g) The long term, serious illness must be of such a nature that it is unavoidable during the school year and absence from staff duties is necessitated and mandated by the illness or accident.
- (h) For the first forty-five (45) days of pool usage by a Professional Employee, remuneration under these provisions is based on full per diem rate of the Professional Employee for the applicable school year. For additional usage during the same school year by a Professional Employee, remuneration under these provisions is based on seventy percent (70%) of the full per diem rate of the Professional Employee for the applicable school year. Notwithstanding the above, the Professional Employee will incur no additional payroll deduction attributable to medical or dental insurance in the event usage of the pool exceeds forty-five (45) days in a school year.
- (i) Service credit for purposes of vertical movement on the salary scales set forth in Addendum A shall be limited to the first thirty (30) days of pool usage for an applicable school year. This limitation shall not be applicable for any other purposes where such service credit may be accumulated and/or applied by law.

10.2.9 Injuries on the Job. When a Professional Employee is injured on the job and reports the incident within twenty-four (24) hours of its occurrence, he/she may request that up to two (2) days of absence caused by the injury be used from the sick-leave pool and not be charged to his/her sick leave days.

10.2.10 Upon written application, a leave of absence without pay may be granted by the Board upon recommendation of the Superintendent to any Professional Employee for reason of health for a period of one (1) year. While on leave the Professional Employee will not receive credit for such time for purposes of salary, seniority, sick leave or personal leave. No insurance or other benefits will be provided by the Board during this leave period. The Professional Employee may maintain such benefits at his/her own expense at the applicable group rate.

10.3 Leave for PLRB and Court Appearance and Grievance Arbitration Hearing. Up to three (3) Professional Employees will be released from their regular assignment without loss of compensation and personal leave days for attendance at PLRB hearings when the action is initiated by the Board. The Superintendent will have the discretion to grant approval for additional members to attend without loss of compensation and personal leave days. Any Professional Employee subpoenaed to appear before the PLRB or in court (except as a criminal defendant) can honor such subpoena without loss of personal leave. The Board will pay the difference between the witness fee received, if any, and the regular pay.

In the case of grievance arbitration hearings, classroom coverage of up to three (3) Professional Employees will be provided for their attendance at such hearings so long as such coverage does not require any expenditure of District funds.



#### 10.4 Bereavement Leave.

10.4.1 The Board shall grant a Professional Employee not in excess of five (5) days with pay for each death in the immediate family. "Immediate family" shall be defined as wife, husband, son, daughter, mother, father, sister, brother, parents-in-law, son-in-law, daughter-in-law, step-parents, step-siblings, step-children, step-parents-in-law, step-children-in-law, or near relative who resides in the same household, or any person with whom the Professional Employee has made his/her home. Such absences shall be reported to the school on the first day. Additional time may be granted at the discretion of the Superintendent.

10.4.2 The Professional Employee shall be entitled to two (2) days without loss of compensation in connection with bereavement for a grandparent, step-grandparent, brother-in-law, step-brother-in-law, sister-in-law or step-sister-in-law.

10.4.3 The Professional Employee shall be entitled to one (1) day without loss of compensation in connection with bereavement for a first cousin, aunt, uncle, niece or nephew.

10.5 Military Leave. A military leave of absence shall be granted to any Professional Employee who shall enlist for military duty in accordance with the laws of the Commonwealth of Pennsylvania and the United States of America.

10.6 Professional Development Leave. Professional Development Leave for study after acceptance in an accredited doctoral program, as determined by the Association President and by the Superintendent, or for a graduate degree program, shall be as under the School Code with the exception that initial eligibility shall be after seven (7) years rather than ten (10), five (5) of which must be consecutive District experience. Approval of professional development leave for a graduate study program will only be made for those Professional Employees who take a minimum of fifteen (15) credits per academic year not including summer programs with at least six (6) credits in one semester.

10.7 Professional Visits and Conferences. Professional Employees are encouraged to participate actively in professional meetings which will assist the Professional Employee to grow in service to the District. To this end, the Board will consider for approval absences from duty for attendance at such meetings without loss of pay and will reimburse necessary expenses incurred in such attendance.

The Superintendent shall establish the following conditions requisite to approval: budgetary limitations; number of personnel requesting leave from any one building on any one day; and unnecessary duplication of visitations and conferences.

#### 10.8 Childbearing Leave.

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

10.8.2 At the termination of Childbearing Leave, the Professional Employee will be returned to the same or similar position held prior to the leave. The Professional Employee shall notify the District of her intent to return prior to commencement of the leave, except that such

notification can be delayed for a reasonable period following commencement of the leave in the event of a documented medical emergency.

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

10.9 Childrearing Leave.

10.9.1 Childrearing Leave shall commence at the conclusion of Childbearing Leave or at the placement of an adopted child. This leave shall be without pay and benefits unless the Professional Employee is eligible for healthcare coverage under the Family Medical Leave Act ("FMLA"). The Professional Employee may purchase healthcare coverage through the District's Health Benefit Plans, as that term is defined in Subsection 17.1.1 below, at his/her own expense.

10.9.2 The combination of Childbearing and Childrearing Leaves shall not exceed sixteen (16) months.

10.9.3 The Professional Employee shall return to the same or similar position he/she held prior to the leave. Prior to the leave, the Professional Employee shall indicate their intent to return, except that this notification can be delayed for a reasonable period following commencement of the leave in the event of a documented medical emergency. Upon written request from the Professional Employee, the District will extend the leave as long as notice is provided sixty (60) days prior to the initial return date or thereafter in the event of a documented medical emergency. A Professional Employee shall not end a Childrearing Leave between May 1 and the end of the corresponding school year, except as follows: If the conclusion of the Professional Employee's statutory 12 week leave under the Family Medical Leave Act falls between May 1 and the end of the corresponding year, the childrearing leave may end on the date of the conclusion of the Professional Employee's statutory 12 week leave under the Family Medical Leave Act. Further, no Childrearing Leave may end during the ten (10) school-day period that collectively precedes and includes the last day of any parent-teacher conferences, as described in Article IX and as set forth in the academic calendar established by the District for the applicable school year.

10.10 Leaves of Absence.

10.10.1 Upon written application, the Board shall grant a leave of absence for one school year without pay to any Professional Employee who is elected or appointed to a full-time office in PSEA or NEA. Requests for extensions for additional school years must be made in advance in writing and approved by the School Board.

10.10.2 Upon written application, a leave of absence shall be granted for one school year without pay to any Professional Employee who participates in a full-time graduate study or teacher exchange program.

10.10.3 Applicants for graduate study leave must meet the following criteria:

- (a) Graduate study shall be a part of a graduate study program leading to an advanced degree in the subject discipline that is the major teaching assignment of the Professional Employee, or to a degree in an area of special need to the District which has been given pre-approval of the Superintendent.

- (b) Agree to return to District service for a period of two (2) years' duration.

10.10.4 No more than three (3) Professional Employees may be on leave for PSEA, NEA, graduate study and teacher exchange programs during any one school year.

10.10.5 It is the intention of the parties that such leaves will be for exactly one (1) full school year at a time and not any portion thereof, and that any extensions thereof will also be for one (1) full school year.

10.10.6 While on leave of absence, Professional Employees will not receive credit for such time for purposes of salary, seniority, sick leave or personal leave. No insurance or other benefits will be provided by the Board during this leave period. The Professional Employee may maintain such benefits at his/her own expense at the applicable group rate.

## **ARTICLE XI**

### **SCHOOL CALENDAR**

11.1 The Association school calendar committee chairperson shall be actively involved in the design and construction of the school calendar for the life of this Agreement.

## **ARTICLE XII**

### **PROFESSIONAL EMPLOYEES' RIGHTS**

12.1 Involvement. Professional Employees shall be actively involved in evaluating:

- (a) Reporting procedures.
- (b) Curriculum development.
- (c) Observation policy.
- (d) In-service day programs.
- (e) Student disciplinary procedures.
- (f) The induction program.

12.1.1 The machinery for this is to be established in each building and coordinated through the Superintendent.

12.1.2 No change or addition to curriculum shall be made without involvement and consultation with the Professional Employee(s) concerned. Such involvement and consultation shall take place before any decisions are made, and while the proposed changes are in the initial and formative stages.

12.1.3 In addition to the rights set forth in this Subsection 12.1, Professional Employees shall have the right to participate in the hiring of District administrators ("Administrators"), with a maximum of four (4) Professional Employees per interview. Special consideration will be given to increase the number of Professional Employees present on other hiring committees. Such participation must include one (1) round of interviews, and the Professional Employee interviewers shall be appointed by the Association President.

## 12.2 Schedule Notification.

12.2.1 Each Professional Employee shall be given a copy of his/her current individual employment contract after it has been approved by the Board.

12.2.2 All Professional Employees shall receive notification of their tentative schedules for the next school year by the first school day in June. Should any change in schedule be necessary during the summer, Professional Employees will be notified of such change by letter. Notification and basis for computation of salary shall be mailed to each Professional Employee as soon as possible following ratification but no later than thirty (30) days thereafter.

12.3 Homebound Instruction. The Professional Employees and the administrator in charge of pupil services shall have input in determining the method of, and hours necessary for, educating the homebound student. If the parties cannot agree, the administrator in charge of pupil services, after consultation with the Professional Employee, shall make the determination. Impacted Professional Employees and the Superintendent and/or the Superintendent's designee shall collectively determine (1) the method of educating the homebound student (i.e., through technological devices, face-to-face, classroom instruction, and the like) and (2) the selection of the appropriate individual to perform homebound instruction. In the event of a disagreement on any of these issues, the Superintendent or the Superintendent's designee's determination shall ultimately prevail. Preference in making homebound teaching assignments shall be given to the Professional Employee currently teaching such student and subsequently to Bargaining Unit members. In the event there are no Professional Employees or other Bargaining Unit members interested, the District may draw homebound teaching assignments from a list compiled by District administration or from any certificated employee regardless of his or her employment status with the District. Payments to Professional Employees who are members of the bargaining unit for homebound instruction given beyond the regular school hours, shall be at the rate of:

2023-2024: \$45.30 per hour

2024-2025: \$46.37 per hour

2025-2026: \$47.34 per hour

## 12.4 Summer School Teacher Assignments.

12.4.1 To the extent possible, preference in making assignments to summer school shall be given to tenured Professional Employees with District experience in such assignments. Professional Employees are not obligated to accept such assignments.

12.4.2 Summer school postings shall include an outline of the selection process. Postings shall include a notice if the position is dependent upon a minimum number of students enrolling and the date this fact will be known.

12.5 Materials Allowance. Professional Employees shall have the opportunity to requisition consumable materials and supplies of an educational nature to be used in the instructional program with the approval of the principal, such approval not to be unreasonably withheld. For each year of this Agreement, requests may be made up to \$85.00. All purchase orders must be submitted to the building principal no later than April 15 of each calendar year.

12.6 Complaints. Complaints regarding a Professional Employee which may subsequently be used as part of the evaluation of that Professional Employee shall be promptly investigated and called to the attention of the Professional Employee. The Professional Employee shall be given an opportunity to respond to and/or rebut such complaint and shall have the right to be represented by the Association and his/her counsel at any meetings or conferences regarding such complaint.

12.7 Personnel Files.

12.7.1 A Professional Employee shall have the right at reasonable times to review the contents of his/her personnel files. A Professional Employee shall also have the right to obtain photocopies of any item or items in his/her file at no cost for copies requested up to ten (10) pages and \$.25 per page for more than ten (10) pages requested.

12.7.2 When an administrator wishes to place derogatory material in any of the files of a Professional Employee, the administrator, prior to placing the material in the Professional Employee's file(s), shall provide the Professional Employee with the right to:

- (a) Review the material,
- (b) Attach a written answer to the material, and;
- (c) Have his/her answer reviewed by the Superintendent or his/her designee, such review to be acknowledged by the Superintendent's return, in writing, of his/her findings to the Professional Employee within thirty (30) school days of his/her receipt of the material to be reviewed.

12.7.3 After the Professional Employee has been granted the rights above, he/she shall sign the material with the express understanding that such signature in no way indicates agreement with the contents thereof, but that the signature verifies that the above stated rights have been offered. It is understood by the parties to this Agreement that a Professional Employee may choose to exercise only his/her review or review-answer rights before affixing his/her signature to the derogatory material.

12.7.4 In the event a Professional Employee refuses to affix his/her signature, a member of the Administration will immediately notify the President of the Association. Should the Association President agree that the Professional Employee has been given the right to review the material, attach a written answer, and have the answer reviewed by the Superintendent, as above, the Association President shall then affix his/her signature to the material, such signature not to be unreasonably withheld and said material may thereafter be filed in the files of the Professional Employee.

12.7.5 Any derogatory material which does not contain the signature of an Administrator designated to do so by the Superintendent and the Professional Employee or the President of the Association shall not be used as any part of any assessment, rating or evaluation of that Professional Employee. The signature of the Association President shall not be unreasonably withheld. If the President's signature is withheld, the Board has the right to submit the matter to binding arbitration.

12.7.6 A Professional Employee shall have the right to initial and date each page of any material in his/her file.

12.7.7 Examination of a Professional Employee's file shall be limited to qualified professional supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

12.7.8 All files used for evaluative purposes of a Professional Employee may be examined by that Professional Employee. If he/she so desires, a response in writing shall be included in the file in question.

12.7.9 At the close of each school term, all files other than those in the personnel office shall be returned to the Professional Employee.

12.7.10 The parties agree that certain personal and academic references and other similar documents of a privileged nature are exempt from the foregoing inspection. These documents are not subject to review and copying under section 12.7.1 above.

12.8 Breach of Behavior.

12.8.1 The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a Professional Employee reflect adversely upon the teaching profession and create undesirable conditions in the school building. Misuse of personal leave days, or misrepresentation of days compensated for sickness shall result in loss of compensation for the misrepresented or misused days in addition to any other discipline imposed.

12.8.2 The Association recognizes the right of the Board or Administration to discipline or reprimand any Professional Employee, for substantial reasons, including, but not limited to, those listed above.

12.8.3 If during a meeting between a Professional Employee and an administrator, it becomes apparent that disciplinary action could be instituted against the Professional Employee, the Professional Employee shall then have the right to halt the meeting and request of the Association its representation. This Section does not intend to require a Professional Employee to seek such representation, nor does it intend to require Association representation at administration-staff conferences that are not of a disciplinary nature.

12.8.4 Should the Board and the Association agree that there has been a breach of professional behavior by any Professional Employee then the Association will cooperate with the Board or its designee in efforts to correct such breach or breaches.

12.9 Additional Assignment Specifications.

12.9.1 Each building principal shall draw up and post a list of all assignments other than teaching given in his/her building. This list shall include times, places, and names of personnel assigned.

12.9.2 A faculty committee shall develop specifications for each assignment in each building. The recommendations of the faculty committee shall be presented to the principal for his/her consideration. All subsequent revisions shall be made in consultation with the faculty committee and the approved specifications posted by November 1. If there are no changes, the specifications remain as previously prepared and approved.

12.10 Specialists' Scheduling. Master schedules for elementary specialists shall be established for an ensuing year prior to the conclusion of the current year by the Superintendent or the Superintendent's designee after consultation with principals and specialists concerned. The principal, in developing the schedule for an individual school, shall consult with the specialists affected. The final decision for assignments within each building is the responsibility of the Superintendent's designee. Contingent upon no substantive budgetary constraints, the District will attempt to limit the scheduled classes of elementary specialists to no more than six (6) per day.

12.11 Work Assignments. The Professional Employees immediately involved will be consulted and their opinions and attitudes requested prior to any change in subject matter and grade level work assignment. If the Professional Employee immediately involved is not available, he/she will be notified by letter and given a reasonable period of time to respond.

12.12 Committees. The Association shall appoint the Professional Employee members to all committees created by this Agreement.

12.13 Workrooms. A committee comprised of two (2) Association building representatives and at least one (1) administrator will inspect the building for the purpose of the principal's determining what space can be made available for Professional Employee workrooms and conference areas. In cases where the Association building representatives disagree with the decision of the principal, the committee will submit a report on the matter to the Superintendent.

12.14 New Course. If a new course is to be established by the Board, representatives of the Administration shall meet with the Professional Employees involved to study and develop the content of such course. If they jointly so recommend, a training workshop shall be provided to assist the Professional Employee in preparing for the course.

12.15 Employee Protection.

12.15.1 In the case of any assault upon a Professional Employee by a student during the school day on school property, the Board shall authorize the School Board Solicitor to consult with the Professional Employee and discuss with the Professional Employee the rights and obligations of the Professional Employee with respect to such assault. The obligations of the Board in this regard shall be limited to the initial consultation.

12.15.2 If any Professional Employee is complained against or sued as a result of any action taken by the Professional Employee while in pursuit of his/her employment, to the extent that the Board presently provides insurance coverage to protect such Professional Employee, the Board shall continue to provide such coverage during the term of this Agreement.

12.15.3 Where worker's compensation is payable, the Board shall reimburse the Professional Employee for the difference, if any, between workers' compensation benefits and the Professional Employee's per diem rate without charging such reimbursement against such Professional Employee's accumulated leave time. The Board's liability shall terminate 365 days following the assault. For those days that the Professional Employee must appear either in court or at any other place incident to a pending court action arising from an assault, the Board shall compensate the Professional Employee at his/her normal rate without charging such compensation against accumulated leave time.

12.16 Professional Library. For the length of this contract, one thousand six-hundred and fifty dollars (\$1,650.00) per school year shall be provided for additions to the professional library. Each elementary school shall be allocated a budget amount of \$150 and the middle school and high school shall each be allocated a budget amount of \$250. An amount of \$400 will be available to purchase periodicals to be shared district-wide. The building administrator and an Association representative shall screen requests submitted by Professional Employees in each school. A committee comprised of three (3) members appointed by the Superintendent shall screen requests to purchase periodicals to be shared district-wide.

12.17 Just Cause. No Professional Employee shall be discharged or suspended for more than three (3) days without just cause. In resolving disputes under this provision, the third party neutral arbitrator shall have the authority to modify the discipline imposed. Professional Employees shall be required to elect between any school code remedy that there may exist for a discharge and the arbitration remedy set forth in this Collective Bargaining Agreement.

12.18 Attendance on In-Service Days.

12.18.1 Professional Employees shall have the option of attending either or both of the following in lieu of attending two (2) in-service days during the school year:

- (a) An in-service sponsored on non-contracted days by an intermediate unit or similar consortium.
- (b) An alternate District in-service or other program scheduled during a holiday period, the summer, before or after school.

12.18.2 Professional Employees shall have the option of attending a program designed by the District in lieu of one (1) additional in-service day during the school year.

12.18.3 The number of in-service days or hours credited shall correspond to the number of days or hours of alternate in-service completed by the Professional Employee pursuant to Section 12.18.1 above.

12.18.4 The District shall make every effort to provide District in-service opportunities during the summer.

12.18.5 The first attendance required in-service day preceding the first student day shall be designated as a classroom preparation day only. No more than three (3) attendance required in-service days may be scheduled prior to the first student day, and no attendance required in-service days may be scheduled following the last student day.

12.18.6 Makeup days for inclement weather or other circumstances will not be assigned to days designated as "attendance not required" by those Professional Employees completing alternate in-service as described in Sections 12.18.1 and 12.18.2 above.

12.18.7 In-Service Days designated as 'attendance not required' shall not be scheduled prior to the first student day nor following the last student day of the school year.



12.18.8 Notwithstanding any other language set forth in this Agreement, hours worked by a Professional Employee beyond the minimum in-service requirement will be compensated only if the Board has given the Professional Employee prior approval for such compensation in the form of workshop pay. Such prior approval will only be evidenced by an actual Board action approving the same.

### **ARTICLE XIII**

#### **ASSOCIATION RIGHTS**

13.1 The President of the Association shall be given up to twenty (20) minutes on the first day of school and on each in-service day to address the professional staff.

13.2 Members of the Association committees shall be granted the right to leave their schools immediately upon the conclusion of the pupil day with permission of the principal for the purpose of conducting Association business.

13.3 The Association shall have the right to use available school facilities per prescribed procedures at times when such facilities are not otherwise in use.

13.4 The Association shall have the right, after following the relevant building procedure for such matters, to have announcements of meetings broadcast through the school public address system. The content of such announcements shall be limited to the Association name and/or Association Committee and the time and place of the meeting.

13.5 The Association shall have the right to use up to ten (10) days per school year for Association business. The Association President shall determine the days to be used and the Professional Employees to use said days.

13.6 The regular assignment for an Association President who is a High School classroom teacher will be no more than four (4) teaching periods. Such President will have no assignment other than teaching. In the event the Association President is not a High School classroom teacher, the District and the Association will meet to determine a possible equivalent assignment for that President.

### **ARTICLE XIV**

#### **TUITION REIMBURSEMENT**

14.1 It is agreed that Professional Employees will be reimbursed for tuition costs as outlined below.

14.1.1 Approval will be given for reimbursement for graduate courses taken by Professional Employees except for those sponsored by the following educational institutions, subject to the last sentence of this subsection:

- (a) Andrews University
- (b) Ashland University
- (c) Augustana University
- (d) Capella University

- (e) Colorado State University Pueblo
- (f) Dominican University of California
- (g) Fresno Pacific University
- (h) Gannon University
- (i) Greenville University
- (j) Humboldt State University
- (k) Learner's Edge
- (l) Lindenwood University
- (m) Lourdes University
- (n) Loyola Marymount University
- (o) Marygrove College
- (p) Pacific Lutheran University
- (q) Thom Stecher Professional Development Courses
- (r) University of California at San Diego
- (s) University of La Verne
- (t) University of the Pacific
- (u) University of Phoenix

Except as set forth in the following sentence, no graduate course offered by the educational institutions listed above may be used for column movement, as set forth in Addendum A of this Agreement. The restrictions set forth in this subsection do not apply to Professional Employees enrolled in a Master's Degree Program from the institutions listed above if they commenced the program prior to July 1, 2018.

14.1.2 In order for a course to qualify for reimbursement under this section, approval for such reimbursement must be requested by the Professional Employee prior to the first class session of the course.

14.1.3 A minimum grade of "B" is required or a grade of "Pass" with pass-fail courses. All reimbursement for pass-fail courses requires pre-approval by the Superintendent.

14.1.4 Requests for reimbursement must be made by September 30 for coursework that was completed in the preceding fiscal year. Payments will be made as soon as possible after the Superintendent has received evidence that the tuition fees have been incurred and that there has been satisfactory completion.

14.1.5 Professional Employees receiving incomplete grades shall not receive compensation unless the incomplete is resolved within one calendar year from the time the satisfactory grade normally would have been received and a satisfactory grade, as defined above, is received. Compensation will then be made in accordance with the formula in effect when the course would normally have been completed.

14.1.6 A Professional Employee who leaves the District due to resignation or retirement prior to the passage of one (1) calendar year after completion of an approved course(s) shall be required to reimburse the District for one hundred percent (100%) of the tuition paid by the District for such course(s).

14.1.7 Tuition for courses taken for permanent certification shall be reimbursed at the rate of one hundred percent (100%) provided all other provisions of this Article XIV are met.

14.1.8 All other courses will be reimbursed at the maximum percent allowable under this subsection only if a minimum grade of "A" is received in those courses receiving an alphabetic grade, or a minimum grade of 95% is received in those courses receiving a numeric grade. In the event such minimum grade is not attained, or tuition reimbursement is sought for a pass-fail course, reimbursement shall be further limited by the provisions set forth in Subsection 14.1.9 below. Maximum allowable reimbursement percentages are as follows:

- (a) Professional Employees who, prior to beginning a course, have not earned a Master's Degree shall be reimbursed at a rate of one hundred percent (100%).
- (b) Professional Employees who, prior to beginning a course, have obtained a Master's Degree but less than fifteen (15) credits thereafter shall be reimbursed at a rate of eighty-five percent (85%).
- (c) Professional Employees who, prior to beginning a course, have obtained a Master's Degree plus fifteen (15) or more credits thereafter shall be reimbursed at a rate of fifty-five percent (55%).
- (d) Notwithstanding the limitations set forth in Subsections 14.1.8(a), (b), and (c) above, a Professional Employee who must take a course to maintain certification may elect to be reimbursed at a rate of seventy-five percent (75%), except that no courses reimbursed at the seventy-five percent (75%) rate under this provision may be credited for purposes of horizontal movement on the salary scales in *Addendum A*.

14.1.9 Professional Employees will receive reimbursement for eighty percent (80%) of the maximum allowable fees and tuition as described in subsection 14.1.8 above for courses not taken for permanent certification; for courses in which a minimum grade of "A" is not received in those courses receiving an alphabetic grade or a minimum of 95% in those courses receiving a numeric grade, or for pass-fail courses.

14.1.10 Notwithstanding any other provision of Article XIV, no Professional Employee shall be reimbursed in an amount exceeding five-thousand dollars (\$5,000.00) in any one twelve (12) month period commencing July 1 and ending June 30.

## **ARTICLE XV**

### **STUDENT TEACHERS**

15.1 All Professional Employees rated "satisfactory" the previous year, having more than three years of teaching experience in the Upper Merion Area School District, and meeting the qualifications as set by the cooperating college or university are eligible to be assigned student teachers. The eligible staff shall annually be surveyed to determine those who wish to volunteer to work with student teachers.

15.2 Specific assignments shall be made by the School Principal after consultation with the college/university supervisor, the Professional Employee and the building principal.

## **ARTICLE XVI**

### **VACANCIES**

16.1 Vacancies and Promotions. Whenever there is a vacancy in a supervisory or administrative position, the District will make such openings known to Professional Employees by posting vacancy notices. Present Professional Employees interested in applying for promotional opportunities for which they feel they are qualified shall make their requests in writing to the Personnel Office. Present Professional Employees shall be given full consideration for appointment to these positions. It shall always be the goal to select the best candidate for the position, but all factors being equal, preference for these promotions shall be given to present Professional Employees.

#### 16.2 Transfers.

16.2.1 Whenever there is a vacancy in any Professional Employee position as defined in 16.1 of this Agreement, the District shall make the opening known to Professional Employees by posting vacancy notices. Professional Employees interested in transferring to other positions shall make their requests in writing to the Personnel Office.

16.2.2 When filling a position for which a present Professional Employee has requested a transfer, full consideration shall be given to that employee along with other candidates. It shall always be the goal to select the best candidate for the position, but all factors being equal, preference for these transfers shall be given to present Professional Employees.

16.2.3 Transfers during the school year may be made only with the approval of the Superintendent.

16.2.4 Whenever a Professional Employee is denied a requested transfer, the Professional Employee shall receive a written notice indicating that the request for transfer is denied.

#### 16.3 Vacancy Notices.

16.3.1 Vacancy notices shall be posted by the Administration in a place or places mutually agreed to by the Association and the Administration.

16.3.2 Vacancy notices shall include at least the following:

- (a) Title and/or description of the position;
- (b) Certification requirements;
- (c) Experience requirements, if any; and
- (d) Salary ranges.

16.3.3 No vacancy shall be filled sooner than one week (7 calendar days) after the posting of the vacancy at all locations in all buildings.

16.3.4 All vacancies for coaching and sponsor positions shall be posted.

16.4 Requests for Transfers. Requests for transfers may be made in writing whether a vacancy exists or not. These requests shall be kept on file by the Administration for one (1) calendar year after the date of the request. Transfer requests shall set forth the reasons for the requested transfer, the position sought and the applicant's professional qualifications.

## **ARTICLE XVII**

### **INSURANCE**

#### **17.1 Medical Insurance.**

17.1.1 Health Benefit Plans. During the term of this Agreement, the Board agrees to provide medical insurance, which insurance will individually be referred to in this Article as "Health Benefit Plan" and collectively as "Health Benefit Plans":

- (a) Independence Blue Cross/Blue Shield to provide Personal Choice Option 215 ("Personal Choice 215 Plan");
- (b) Independence Blue Cross/Blue Shield to provide Keystone Direct C1-F1-O1 Point of Service ("POS C1-F1-O1 Plan"); and
- (c) Independence Blue Cross/Blue Shield to provide Keystone Direct C2-F1-O1 Point of Service ("POS C2-F1-O1 Plan").

17.1.2 Supplemental Health Benefits. During the term of this Agreement, the Board agrees to provide the following additional health benefits, which benefits will be referred to in this Article as "Supplemental Health Benefits": Livongo, Ovia, Propellor, and Telemedicine. Professional Employees shall pay neither a co-pay nor a separate mandatory payroll deduction, as that term is described in Subsection 17.1.4 below, in connection with any Supplemental Health Benefits. Notwithstanding the foregoing, the per member per month cost and the claims associated with the Supplemental Health Benefits will be included in the rate determination to which premium share will be applied.

17.1.3 Prescription Plan. The Board shall make available for Professional Employees enrolled in any of the Health Benefit Plans a five dollar (\$5.00) generic, thirty dollar (\$30.00) brand-formulary, and fifty-five dollar (\$55.00) brand-non-formulary prescription benefit program. Notwithstanding the above, a Professional Employee shall pay no more than one (1) co-pay per three (3) month supply of maintenance medications. The District may enroll in and utilize the following prescription drug utilization management programs: Rx Control, Rx Enhance, Rx Cares, Maintenance Program, Broad 90, Exclusive Specialty Pharmacy, Retrospective and Concurrent Drug Reviews, Concurrent Audit, Liberty Formulary, Drug Quantity Management, Opioid Management, Compound Drug Management, Cap-Rx Pharmacy Audit Program, Rx Contain, Rx Smart Save, Rx Helix, Rx Unite, and Step Therapy, except that the latter program shall not apply to any medication that would otherwise be subject to the Step Therapy program and for which a prescription to a Professional Employee commenced prior to July 1, 2020.

17.1.4 During the term of this contract, the Board agrees to pay the following amounts toward the premium cost of the Health Benefit Plans for Professional Employees and their eligible dependents selecting coverage thereunder:

- (a) The Board shall pay one hundred percent (100%) of the premium cost of the Personal Choice 215 Plan less monthly mandatory payroll deductions of twenty-two percent (22%) of the District's monthly premium cost per month.
- (b) The Board shall pay one hundred percent (100%) of the premium cost of the POS C1-F1-O1 Plan less monthly mandatory payroll deductions of thirteen percent (13%) of the District's monthly premium cost per month.
- (c) The Board shall pay one hundred percent (100%) of the premium cost of the POS C2-F1-O1 Plan less monthly mandatory payroll deductions of eleven percent (11%) of the District's monthly premium cost per month.

17.1.5 As a method to permit Professional Employees to pay for their share of Health Benefit Plan premiums (and other eligible premiums) through pre-federal income tax instead of after-federal income tax contributions, the Board agrees to sponsor an Internal Revenue Code Section 125 Flexible Spending Account Plan. This sponsorship is contingent upon the same being permitted pursuant to law.

17.1.6 Under the Section 125 Cafeteria Plan, Professional Employees shall, prior to the period of time designated by the Board as the "Plan Year" as required by IRS Treasury Regulations, in addition to the option of selecting coverage under a Health Benefit Plan for the upcoming Plan Year, also have the option at any time during the Plan Year to elect not to be covered under any Board sponsored Health Benefit Plan for the Plan Year. For such election to be effective, it must be made on an annual basis by written request to the Benefits Manager and accompanied by annual proof of coverage by another provider, which proof of coverage adequately describes the type of coverage received by that provider. The Benefits Manager will then send a waiver form to the Professional Employee confirming, and thus effectuating, the waiver. Any full-time Professional Employee who waives all coverage available to Professional Employees, the Professional Employee's spouse, and all dependent(s), or if the Professional Employee does not have a spouse and/or dependent(s), then the Professional Employee, for a plan year, shall be eligible to receive a cash bonus of three thousand dollars (\$3,000.00). Professional Employees working less than full-time on a regular basis shall be eligible to receive a proportionate cash bonus based on the amount noted in the previous sentence. The amount applicable to a Professional Employee shall be the same regardless of the type of coverage the Professional Employee has waived.

The District will pay such bonuses on a monthly-prorated basis as part of the applicable Professional Employee's second pay of each month throughout the plan year. Any Professional Employee who has so waived coverage and received a cash bonus and (i) is permitted under the terms of the Section 125 Plan to revoke the Professional Employee's waiver for the remainder of the plan year or (ii) is no longer working for the District until the end of the plan year for which the coverage has been waived, agrees, if the bonus has been paid for a period when coverage is in place or post-termination of employment, to reimburse the District (and be deemed to have authorized the payroll withholding therefor) for an amount equal to the number of days left in the plan year on the date of revocation or termination divided by the total working days in the school year times the cash bonus payments.

17.1.7 The District will provide at least two (2) opportunities, six (6) months apart in the calendar year, for Professional Employees to either elect to commence participation in the Board sponsored Health Benefit Plans or to change from one Board sponsored Health Benefit Plan to another.

17.1.8 Self-Funded Programs and Excise Taxes on Health Benefit Programs.  
Effective January 1, 2019, and each January 1 thereafter, the District and the Association agree to jointly request that any health consortium in which the District is a member (the "Consortium" or "Consortium/Trust") and/or any of the Consortium's consultants provide the District and the Association with projected information as to whether or not any of the health benefit plans offered in this Agreement and/or the Consortium would be projected to incur or actually incur any excise tax, tax, or penalty, as the result of the implementation of any federal or state law or the imposition of any excise tax, tax or penalty on the Consortium's health benefit plans or on the District's health benefit plans.

In the event that it is determined and/or projected that as of any date within a current or upcoming school year that any of the health benefit plans offered by the District or the Consortium to the District will have or will actually incur an excise tax, taxes, or penalties upon either the Consortium or the District's health benefit plans as the result of the health benefit plans exceeding any thresholds provided in federal or state law, the District and the Association will meet on a monthly basis starting from when the projected information is received (presumptively in January) to no later than August of that calendar year and attempt to bargain either increased premium shares to cover the expected costs imposed on the Consortium/Trust or imposed upon the District's health benefit plan as the result of the imposition of excise taxes, taxes, or penalties pursuant to any federal or state legislation, or, in the alternative, the parties will attempt to bargain alternative health benefit plan design changes that will be less costly than the health benefit plans that would cause an excise tax, tax, or penalty under any federal or state legislation to be imposed upon the District or the Consortium/Trust. It is understood the goal of the monthly meetings is to make the least disruptive changes to the health benefit plan design necessary to avoid the imposition of the excise taxes, taxes or penalties pursuant to any federal or state legislation. In the event that entirely new health benefit plans are offered, the parties shall agree on a premium share for such health benefit plans as aforesaid. Alternatively, the District and the Association may agree to request quotes from alternative health care consortia on an expedited basis assuming that there is an ability to withdraw from the Consortium or Consortium/Trust in a timely enough fashion in order to avoid the imposition of any excise tax, tax, or penalty as the result of the implementation of any federal or state law.

In the event that the District and the Association will fail during this eight (8) month annual period to either agree to increase premium share to cover the cost of such expected excise tax, tax, or penalty or to agree upon health benefit plan design changes that are projected to be under any threshold limitations for any federal or state law imposing an excise tax, tax, or penalty provision during each year of the term of this Agreement or thereafter, then in that event, the parties shall mandatorily pursue binding arbitration with a binding arbitrator provided in a list by the Bureau of Mediation as soon as practicable and once agreed upon between the parties, the sole authority of the arbitrator shall be to determine those health benefit plan design changes or health benefit plans that Professional Employees could elect during the current plan year or the next plan year in question that would be under the threshold limitations established by any federal or state law so that an excise tax, tax, or penalty will not be triggered. It is understood the Arbitrator's goal shall first be to recommend the least disruptive plan design changes necessary to ensure the health benefit plans do not trigger any excise tax, tax or penalty provision under federal or state law. Should

it be necessary for the Arbitrator to recommend entirely different health benefit plans, it is understood that the binding arbitrator can only recommend plans that are not less rich than the highest plan offered by the exchange, to the extent that an exchange will exist, that does not trigger the excise tax, tax, or penalty provisions under federal or state legislation. If there is no exchange in place, the binding arbitrator shall have exclusive authority, to the extent design changes to the existing plans will not avoid any excise taxes, taxes or penalty provisions under federal or state law, to recommended alternative health benefit plans that would be under any threshold for the imposition of an excise tax, tax, or penalty provided the plan design of those recommended plans are as close as economically possible to those plans being replaced, it being understood, however, the arbitrator shall have the authority to determine what constitutes recommended plans that "are as close as possible to those plans being replaced." The binding arbitration shall be done on an expedited basis with the binding arbitrator being required to issue his/her binding opinion within thirty (30) days after entering into the process. The binding arbitrator shall have authority to take whatever evidence is necessary in order to provide his/her recommendation. This process will be repeated on an annual basis so long as the threshold limitations of such health benefit plan offerings exceed any excise tax, tax, or penalty thresholds under federal or state legislation that may be imposed upon the Consortium or the District, as the case may be, with the understanding that any health benefit plans offered by the District cannot trigger the imposition of an excise tax.

## 17.2 Life Insurance.

17.2.1 The Board will provide term life insurance for all regular full-time Professional Employees regularly employed twenty (20) or more hours per week.

17.2.2 For determination of the proper amount of coverage, annual salary is defined as the contracted salary for the individual's primary professional responsibility.

17.2.3 The amount will be (a) fourteen thousand five hundred dollars (\$14,500) or (b) annual salary rounded to the next highest thousand dollars, whichever is higher.

## 17.3 Dental Insurance.

17.3.1 The Board will pay for Basic Dental Care and Supplemental Basic, Prosthetics and Periodontics coverage for each full-time Professional Employee. The coverage for Basic is one hundred percent (100%), and for Supplemental Basic, Prosthetics and Periodontics eighty percent (80%) of eligible claims. The maximum benefit for Basic Dental Care and Supplemental Basic, Prosthetics and Periodontics is one thousand five hundred dollars (\$1,500) per year.

17.3.2 The Board will pay seventy-five percent (75%) of the premium cost for Basic Dental Care for family coverage for each full-time Professional Employee with eligible dependents. In order to receive the coverage, the following rules apply:

- (a) New Professional Employees and present Professional Employees not enrolled must make application for coverage through the Personnel Office or sign a statement that they do not wish to enroll at that time. Enrollment regulations established by the insurance carrier will apply.
- (b) Professional Employees working less than full-time on a regular basis shall benefit in a proportionate payment for their dental insurance.



- (c) The amount of premium to be paid by the Professional Employee must be payroll deducted.

17.4 Insurance Contracts. All insurance coverage and benefits shall be subject to the terms and conditions of the applicable contracts between the District and such insurance carrier provided that the Board shall pay to each Professional Employee the amount of the premium for any insurance coverages and benefits which are negotiated by the parties to this Agreement, but are not attainable on the effective date of this Agreement due to regulations of the insurance carrier.

17.5 Carrier Substitution. The Board may substitute carriers provided all coverage, requirements, and procedures are identical to or superior to the plan for which the substitution was made. If a substitution is made, the Board will notify the Association of the following:

- (a) The identity of the new carrier.
- (b) The address and telephone number of the new carrier.
- (c) The person to be contacted at the new carrier's office.
- (d) A list of benefits provided by the new carrier.
- (e) A statement that the benefits are equal to or superior than those previously provided to be issued by new carrier.
- (f) A copy of the master contract to be given to the Association at the same time as the District receives the master contract.

17.6 No Duplication of Benefits - Husband and Wife Professional Employees. If husband and wife are both Professional Employees of the School District, each is eligible for single coverage insurance benefits and either husband or wife is eligible for dependent coverage, but not both.

17.7 Domestic Partner Benefits. The District shall cover same-sex domestic partners for all insurances described in this Article XVII, subject to the requirements of the insurance providers. In order for same-sex domestic partners to receive benefits pursuant to this Agreement, such same-sex domestic partners must establish their relationship based upon a set of criteria agreed upon by the Association and the District. In the event a court or administrative agency were to rule that the failure to provide heterosexual domestic partners for all insurances described in Article XVII would be deemed illegal or contrary to law for any reason, the District would have the option of imposing a provision requiring that unmarried heterosexual couples, as well as same-sex domestic partners, would pay ninety-eight percent (98%) of the premium costs of such insurances.

## **ARTICLE XVIII**

### **MISCELLANEOUS PROVISIONS**

18.1 Meet and Discuss Liaison Committee. A committee of representatives of the Association, Board and Administration shall provide continuing liaison between the Association, the Administration, and the Board. The committee shall meet at the call of the Association and the Superintendent. The minutes shall be taken at Board expense and be initialed by both the President of the Association and the Superintendent.

## 18.2 Handbooks.

18.2.1 Each Professional Employee shall be provided with a building handbook on the first teacher day, revisions of which shall be distributed to the Professional Employees on or prior to their effective date.

18.2.2 In addition, a copy of the Upper Merion Area School District Policy Manual shall be placed in each school library and a number of manuals equal to the number of school buildings shall be provided to the Upper Merion Area Education Association. A number of copies of any revisions sufficient to update each of the above manuals shall be provided to the Upper Merion Area Education Association on or prior to their effective date.

## 18.3 Orientation of New Teachers.

18.3.1 Professional Employees selected to serve as support Professional Employees in the Induction Program will be paid \$32.95 per hour (2023-2024); \$33.73 per hour (2024-2025); and \$34.44 per hour (2025-2026) for any hours worked prior to the school year or before or after the school day during the school year. Support Professional Employees will work a maximum of forty (40) additional hours as part of the Induction Program, all of which will be under the supervision of a principal.

18.3.2 Professional Employees who are new to the School District will be assisted during their first year of employment by those Professional Employees designated to that task by the appropriate building principal.

18.3.3 The Association will be actively involved in planning new Professional Employee orientation.

## **ARTICLE XIX** **GRIEVANCE PROCEDURE**

19.1 Definition. A grievance is defined as a claim that there has been a violation, misinterpretation or misapplication of the terms and conditions of employment as contained in existing State Laws, existing school policy, or any matter incorporated in this Agreement. It is the intention of the parties to this Agreement that Professional Employees who exercise their rights under this grievance procedure do so in preference to any other remedy they may have.

19.2 No Reprisal or Prejudice. It shall be the firm policy of the Board to assure every Professional Employee the unobstructed use of this grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional or employment status.

19.3 Time Limitations. A grievance to be considered under this Agreement must be initiated by the Association in writing within thirty (30) scheduled work days from the time of its alleged occurrence. Grievances processed during the summer months will be under time limits as stated in this Agreement, but work days shall mean calendar days, excepting Saturdays, Sundays and holidays.

19.4 Failure to Proceed Within Time Limitations. The failure of the Association to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. The failure of the District at any step to communicate its decision to the Association within the specified time limits shall permit the Association to proceed to the next step. All time limits may be extended by mutual agreement in writing. If the Association cites extenuating circumstances as reasons for not beginning the procedure within thirty (30) days, it shall not be unreasonably denied the use of this grievance procedure.

19.5 Separation and Confidentiality. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants and shall be held confidential.

19.6 Procedure. When submitting a written grievance, the following shall be provided by the Association:

- (a) A Grievance Form signed by the Association.
- (b) The date of the alleged violation.
- (c) A summary of the specific facts that gave rise to the alleged violation.
- (d) The section(s) or subsection(s) of this Agreement alleged to have been violated.
- (e) The relief requested.

19.6.1 In the event that a Professional Employee believes there is a basis for a grievance, he/she shall first discuss the alleged grievance with his/her immediate supervisor, either personally or accompanied by his/her Association Representative, with the object being to resolve the matter informally.

19.6.2 A grievance shall be processed in the following manner:

- (a) Level One. If the Professional Employee is not satisfied with the results of his/her informal discussion, he/she shall, within thirty (30) scheduled work days from the time of the alleged occurrence, file a written grievance with the principal or supervisor and the President of the Association. The principal or supervisor in consultation with the Superintendent shall review the grievance and shall respond within ten (10) working days from receipt of the grievance with a written decision on the matter.
- (b) Level Two. If the grievance has not been resolved at Level One, the Association may, within ten (10) scheduled work days, submit the grievance in writing to the President of the Board. The President of the Board will, within fifteen (15) scheduled work days, hold a hearing before a committee of the Board appointed by him/her. The committee shall, within ten (10) scheduled work days of the hearing date, respond with a written decision to the Association.

- (c) Level Three. If the grievance has not been resolved by the Board in Level Two, the Association may submit the grievance to arbitration within ten (10) scheduled work days from the date of the decision at Level Two. If the parties cannot agree as to the arbitrator, he/she shall be selected from a list supplied by the American Arbitration Association (“AAA”) unless the grievance involves state law in which event he/she shall be a former judge selected from a list supplied by Judicate, Inc. of 1608 Walnut Street, Suite 1200, Philadelphia, Pennsylvania 19103-5406 (“Judicate”); the rules of the AAA or Judicate will govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party in the grievance procedure. The arbitrator shall have the authority to apply the provisions of the Agreement, and to render a decision on any grievance coming before him/her, but shall not have the authority to amend or modify this Agreement, or to make determinations in areas which are subject to negotiation or affect the taxing power of the Board.

19.6.3 Both parties agree to be bound by the award of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties. The expenses of witnesses, including wages, shall be borne by the party requiring the testimony of such witness, except as otherwise provided in this Agreement.

## **ARTICLE XX**

### **PAYROLL**

#### **20.1 Schedule.**

20.1.1 Professional Employees shall be paid on the following schedule:

	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
August	8/18	8/16, 8/30	8/15, 8/29
September	9/1, 9/15, 9/29	9/13, 9/27	9/12, 9/26
October	10/13, 10/27	10/11, 10/25	10/10, 10/24
November	11/10, 11/24	11/8, 11/22	11/7, 11/21
December	12/8, 12/22	12/6, 12/20	12/5, 12/19
January	1/5, 1/19	1/3, 1/17, 1/31	1/2, 1/16, 1/30
February	2/2, 2/16	2/14, 2/28	2/13, 2/27
March	3/1, 3/15, 3/29	3/14, 3/28	3/13, 3/27
April	4/12, 4/26	4/11, 4/25	4/10, 4/24
May	5/10, 5/24	5/9, 5/23	5/8, 5/22
June	6/7, 6/21	6/6, 6/20	6/5, 6/19
July	7/5, 7/19	7/3, 7/18	7/3, 7/17, 7/31
August	8/2	8/1	8/14

*\*NOTE: 2025-2026 is divided into 27 pays*

20.1.2 Retirement allowance and summer pay for those requesting it per contract provision shall be made on the last pay date in June of the school term of those requesting it.

20.2 Options. For 2023-2024 and 2024-2025, Professional Employees shall have the option of being paid on a twenty-two (22) or twenty-six (26) pay date basis, and for 2025-2026, Professional Employees shall have the option of being paid on a twenty-two (22) or twenty-seven (27) pay date basis. Professional Employees who desire to change their option from the previous year shall do so on or before the last work day of the current school year to be effective the following school year. Professional Employees electing the twenty-six (26) pay option during 2023-2024 or 2024-2025, or the twenty-seven (27) pay option during 2025-2026, shall have the option to request by April 1 all pay from the last work day through September 1 to be given as one check on the last teacher day of the school term.

20.3 Direct Deposit. Compensation to a Professional Employee under this Agreement shall be made by means of direct deposit to the Professional Employee's bank account, except in the event of unusual circumstances, including, but not limited to, a change in the Professional Employee's bank.

20.4 Dues Deductions. The Board agrees to deduct from the salary of its Professional Employees who authorize such deduction on the form provided by the Association the established dues of the Association, the Pennsylvania State Education Association, and the National Education Association, and to transmit those monies promptly to the Association. The Association shall submit authorization cards to the Payroll Office no later than the 4th Monday in October. No late cards are to be accepted except in the case of new employees. Deductions in equal amounts shall begin on the first paycheck in November and continue to the last paycheck in May. Amounts deducted from the salaries of Professional Employees and transmitted to the Association treasurer in accordance with this section shall be remitted in the form of two separate checks. One such check shall constitute dues payments and the other shall constitute Professional Employee contributions to the Pennsylvania State Education Association Political Action Committee for Education.

20.5 Payroll Deduction. No more than eight (8) investment deductions will be available to each Professional Employee during the term of this Agreement. A minimum of five (5) Professional Employees shall be required to commence a new investment deduction. Payroll deductions for United States Savings Bonds will continue to be made available to Professional Employees and will not be considered one of the eight (8) investment deductions.

20.6 Pay Stubs. Directly deposited paychecks, as described in Section 20.3 above, shall be accompanied by access to an electronic breakdown of all deduction categories showing the specific amounts being deducted from that paycheck for each category. In addition, each breakdown shall indicate year-to-date cumulative totals for gross pay, federal withholding tax, state withholding tax, local withholding tax, FICA deductions, Association dues payments, and contributions to the Pennsylvania State Education Association Political Action Committee for Education.

**ARTICLE XXI**  
**COMPENSATION**

21.1 General Provisions. Salaries of Professional Employees for each year of the term of this Contract are set forth in *Addendum A*.

21.1.1 Extra pay for extra duties shall be paid as set forth in *Addendum B*.

21.1.2 The actual salary paid to any Professional Employee who is employed less than the total number of days established in the official school calendar shall be pro-rated based on the total number of teacher/working days for that year.

21.1.3 If under this contract it becomes necessary to pay a Professional Employee on a daily basis, such Professional Employee shall be paid a per diem rate computed by dividing that Professional Employee's annual salary by the number of days in the basic work year.

21.1.4 Real Estate Tax Language. If the District is unable to maintain the prior fiscal year's total level of revenues plus an additional 2% incremental increase in revenues as the result of: (1) Legislation that substantively limits the right of the District to increase its revenues by raising taxes, such as through backend or frontend referendum provisions; or (2) Legislation that substantively limits the District's real estate tax income through any methodology, including but not limited to preventing the District from filing or defending real estate tax assessment appeals:

- (a) In any year during the term of this Agreement, as well as the status quo period following the expiration of the current Agreement, the parties agree to annually reopen this Agreement and attempt a negotiation or modification to Professional Employees' salary increases and healthcare premium share to address any of the issues as set forth above, which would represent changes from the legislation and taxation processes in place for fiscal year 2019-2020. After a forty-five (45) day period of attempting to negotiate a resolution of the issue, either party may then request binding arbitration by notifying the other party within ten (10) days of the expiration of the forty-five (45) day time period. A request to the Pennsylvania Bureau of Mediation will then occur for a list of arbitrators and an arbitrator will either be mutually selected from the list or from a strike-out procedure prescribed by the Bureau of Mediation. The binding arbitration, which could take place in successive Agreement years, concerning the reopening of the Agreement will proceed as follows:
  - i. Within ten (10) calendar days of the receipt of the request to arbitrate, each party shall submit to the arbitrator its proposal for addressing the fiscal shortfall resulting from any of the issues as set forth above.
  - ii. The selected arbitrator will be required to conduct a hearing within thirty (30) days or as soon as practicable thereafter and then shall be required within thirty (30) days of the hearing to choose: (1) the Association's proposal; (2) the District's

proposal; or (3) whatever the arbitrator deems equitable under the circumstances so long as the arbitrator's decision can be accomplished by the Board within the then applicable laws and regulations without seeking any approval through referendum from the electorate, or without borrowing money, or requiring any other party or entity's approval other than the Board and the Association. The proposal or recommendation determined by the arbitrator shall become part of the Agreement and will supersede any affected provisions of the Agreement.

21.2 Work Year. The basic work year for all Professional Employees shall be established in each contract.

21.2.1 For occupational and physical therapists, the salaries appearing in *Addendum A* are based on a work year of two-hundred (200) days, one-hundred ninety-one (191) of which shall be instructional and nine (9) of which shall be professional development, for each year of this Agreement. For all other Professional Employees, the salaries appearing in *Addendum A* are based on a work year of one-hundred ninety (190) days, one-hundred eighty-one (181) of which shall be instructional and nine (9) of which shall be professional development, for each year of this Agreement.

21.2.2 The work year for all Professional Employees shall also include three (3) additional hours of after-school in-service training. Such training shall occur in sessions to be determined by the District, which sessions shall not exceed ninety (90) minutes per session. Wherever possible, sessions will be offered on multiple days and on a variety of topics relating to District needs and professional development.

21.2.3 Determination of need for additional days beyond the basic work year for Professional Employees, including psychologists and guidance counselors, shall be made by the Superintendent.

21.2.4 If additional days are to be worked, the pay shall be at a per diem rate as determined under this contract and such days shall first be offered to those who have performed similar work in the past. Acceptance of the offer of additional days is not obligatory on the part of the Professional Employee involved.

21.3 Subject Chairpersons or Departmental Assistants and Middle School Team Leaders.

21.3.1 Remuneration of each Subject Chairperson or Department Assistant representing five (5) or fewer grade levels during the term of this contract shall be:

2023-2024: \$2,163  
2024-2025: \$2,213  
2025-2026: \$2,260

Remuneration for each Subject Chairperson or Department Assistant representing more than five (5) grade levels shall be:

2023-2024: \$2,546  
2024-2025: \$2,605  
2025-2026: \$2,660

21.3.2 Team leaders in the Middle School will receive:

2023-2024: \$359 per team member, including team leader  
2024-2025: \$367 per team member, including team leader  
2025-2026: \$375 per team member, including team leader

21.4 Summer Employment and Summer Workshops.

21.4.1 Pay is to be made on a bi-weekly basis for summer school faculty. The salary for summer school teaching shall be paid according to the following for summer school for six weeks. Within the paid hours of employment, each Professional Employee shall be entitled to thirty (30) minutes of planning time per day and to a number of minutes of break time equal to ten (10) times the number of hours employed excluding planning time. The compensation for summer school employment during the term of this contract shall be:

2023-2024: \$43.22 per hour  
2024-2025: \$44.24 per hour  
2025-2026: \$45.16 per hour

21.4.2 Salary for workshops, consistent with Section 12.18.7 herein, if any, shall be at the rate of:

2023-2024: \$30.90 per hour  
2024-2025: \$31.63 per hour  
2025-2026: \$32.29 per hour

21.5 Reimbursement for Use of Automobiles. Professional Employees who receive approval in advance to use their personal motor vehicles on district business shall be eligible for reimbursement at the prevailing Internal Revenue Service rate. Only the Board shall approve payment of mileage reimbursement. Each individual who receives approval to use a personal vehicle for district business must provide evidence of carrying the proper amount of insurance within the policies established by the District.

21.6 Individualized Educational Program ("IEP")

21.6.1 Professional Employees required to prepare Individualized Education Programs ("IEPs") shall prepare such documents either as part of their regular classroom preparation or under the personal supervision of a district administrator selected by the Superintendent.

21.6.2 Should a Professional Employee, required to write IEPs, desire to write the IEPs immediately following the conclusion of their work day, the Professional Employee shall notify the building principal of such desire at least forty-eight (48) hours in advance of the time intended to be spent writing the IEPs. The Professional Employee shall then be authorized to spend one and one-quarter (1.25) hours preparing the IEPs on the day selected.

21.6.3 Each Professional Employee spending time in his/her school building immediately following the conclusion of their work day, shall be compensated:

2023-2024: \$111.46 per hour  
2024-2025: \$114.08 per hour  
2025-2026: \$116.47 per hour



Caps on compensation for IEPs shall be:

2023-2024: \$2,786

2024-2025: \$2,852

2025-2026: \$2,912

**ARTICLE XXII**  
**TEACHER WORKDAY/YEAR**

22.1 All elementary, middle school and secondary Professional Employees shall work a seven and one-half (7½) hour workday, including lunch. The seven and one-half hours shall be consecutive.

22.2 The regular assignment for high school Professional Employees shall be six periods on those days when assemblies and class meetings are not held, which six periods may include one (1) non-teaching assignment. On days when assemblies and class meetings are held, the assignment for high school Professional Employees shall be seven (7) periods, which may include a non-teaching assignment and an assignment to an assembly or class meeting. The high school principal will not assign a Professional Employee to six (6) teaching periods per day unless the Professional Employee volunteers.

22.2.1 There may be a maximum of ten (10) eight-period activity days at the High School during any one school year. Additional days may be added by mutual agreement between the President of the Association or designee and the Superintendent of Schools or designee. The President or designee will be given at least twenty-four (24) hours to concur with or reject the request. The Association will not unreasonably withhold its approval.

22.3 The regular assignment for Middle School Professional Employees will be six (6) periods, five of which may be teaching periods. Homeroom will not count as one of the five teaching periods. The Administration will have the flexibility to assign up to ten (10) teachers to six (6) teaching periods per cycle. Those teaching a sixth period will not be assigned duties. Every effort will be made, however, to assign only five (5) teaching periods.

22.4 Notwithstanding any other provisions of this Article XXII, the combined teaching assignment for Professional Employees assigned to both the High School and Middle School may not exceed five (5) teaching periods and such Professional Employees may not be assigned a duty in either building.

22.5 Elementary and Middle School Preparation Time.

22.5.1 Middle School Professional Employees will be assigned a forty (40) minute daily planning session, which will be designated for individual Professional Employee planning.

22.5.2 Elementary Professional Employees will be assigned a consecutive forty (40) minute planning session, which will be designated for individual Professional Employee planning. The administration shall attempt to schedule these daily planning periods, for each grade level, during the same period to facilitate interaction between grade level Professional Employees, if they so choose.

22.5.3 Elementary Professional Employees will be assigned grade level or specialist team planning sessions totaling at least twenty-seven and one-half (27 ½) hours per school year, such planning time to be scheduled in a manner to be discussed between the Administration, the Association President and the applicable Professional Employees, and approved by the Administration.

22.6 Notwithstanding any other provisions of this Article XXII, elementary Professional Employees assigned to more than one elementary school may not be assigned a duty in either building.

22.7 Elementary Professional Employees shall be relieved of teacher responsibilities whenever elementary specialists in the areas of art, music and physical education are working with his/her group. Elementary Professional Employees shall also be relieved of teacher responsibilities when elementary librarians are working with his/her group.

22.8 Professional Employees who are reading specialists, librarians, guidance counselors, special education teachers or teachers of English as a Second Language will be permitted to meet in team planning sessions of at least one hundred and twenty (120) minutes in duration each month, such planning time to be scheduled in a manner to be discussed between the Administration and the applicable Professional Employees and approved by the Administration.

22.9 Professional Employees will attend up to one (1) faculty meeting per month. Notification for such meetings will be given at least seventy-two (72) hours in advance except in emergencies. The meeting notice shall include an agenda as well as its approximate length of time, except when a meeting is called due to an emergency.

22.10 Although the length of the Professional Employee workday is seven and one-half (7½) hours, on the last workday of the week the Professional Employee shall be permitted to leave five minutes after the end of the student day.

22.11 On the days immediately preceding the Thanksgiving and the Winter Break, the Professional Employee workday will end ninety (90) minutes earlier than normal.

22.12 The last three (3) student days of the school year shall be half-days for students. Professional Employees shall not be assigned teaching or other duties, nor may faculty meetings be held, during the non-student portion of these half-days.

## **ARTICLE XXIII**

### **USE OF SUBSTITUTE TEACHERS**

23.1 Professional Employees shall have the option of requesting from the Answering Service a specific substitute who has been approved by the administration to serve in their place, if available.

23.2 Professional Employees and principals shall cooperatively evaluate substitutes and rate them satisfactory or unsatisfactory, and copies of such rating shall be forwarded to the Superintendent. If, in the opinion of the Professional Employees and the principal, a substitute should be given an unsatisfactory rating, the Personnel Office shall be notified and the substitute's name will be removed from the District's substitute list.

23.3 When available, substitutes for elementary music, library, physical education and art shall be hired on the first day of the absence. Camping shall be considered as a day of absence.

23.4 An up-to-date list of substitutes shall be available in a conspicuous place in each building.

**ARTICLE XXIV**  
**SUBJECT CHAIRPERSONS OR DEPARTMENT ASSISTANTS/TEAM LEADERS**

24.1 The Superintendent shall appoint subject chairpersons or department assistants for the following areas: Art K-12, Business and Computers 9-12, Coordinator of Nurses K-12, English as a Second Language K-12, Family and Consumer Sciences K-12, Foreign Language 5-12, Guidance K-4, Guidance 5-8, Guidance 9-12, Language Arts 5-8, Language Arts 9-12, Library K-12, Mathematics 5-8, Mathematics 9-12, Music K-12, Physical Education and Health K-8, Physical Education and Health 9-12, Science 5-8, Science 9-12, Social Studies 5-8, Social Studies 9-12, Special Education K-4, Special Education 5-8, Special Education 9-12, Technical Education and STEM 5-12. The Superintendent may determine additional departments which will have a subject chairperson or department assistant.

24.2 The members of a department which have a subject chairperson or department assistant shall have the opportunity of recommending the appointment of the chairperson or department assistant. This recommendation shall be given consideration by the Superintendent.

24.3 For the length of the contract, a subject chairperson or department assistant shall have no assignment other than teaching. A subject chairperson or department assistant shall have no homeroom assignment if there are more than five Professional Employees in his/her department, and insofar as possible will have his/her planning period scheduled for the first period of the day.

**ARTICLE XXV**  
**SPECIAL EDUCATION**

25.1 Professional Employees requested to attend meetings pertaining to special needs students which take place or continue more than one-half hour after the end of the regular school day shall receive, for such attendance, extra pay at the rate:

2023-2024:	\$30.52 per hour
2024-2025:	\$31.24 per hour
2025-2026:	\$31.90 per hour

For the purposes of this paragraph, meetings regarding special need students shall mean IEP meetings, MDE meetings, re-evaluation meetings, meetings pursuant to Section 504 of the Rehabilitation Act, and any other meetings relating to identified students or those being considered for identification as special need students.

25.2 A standing district-wide committee will be established, comprised of administrators appointed by the Superintendent and Professional Employees appointed by the Association President. This committee will meet regularly, but not less than quarterly, and will report to the Superintendent. The purpose of this committee will be to address ongoing issues relating to special need students. Considerations of the committee will include, but not be limited to, class sizes for

classes with special need students, planning time for teachers with special need students and coverage for such teachers who attend meetings regarding special need students, as defined herein.

**ARTICLE XXVI**  
**TEACHER EVALUATION**

26.1 To the extent possible, no member of the Board's negotiating team shall evaluate a Professional Employee who is on the Association's negotiating team.

26.2 Professional Employees will be given a conference within three (3) school days after a formal observation by any administrator and within five (5) school days of the conference, the Professional Employee will receive a written conference record.

26.3 All supervision and evaluation shall be done professionally, openly and with the full knowledge of the Professional Employee.

26.4 Nothing in this Article XXVI shall alter any legal rights of either the District or the Association with respect to any relevant observation or evaluation procedures.

**ARTICLE XXVII**  
**INSTRUCTIONAL ADVISORY COUNCIL AND PROFESSIONAL DEVELOPMENT COMMITTEE**

27.1 Instructional Advisory Council.

27.1.1 The District shall maintain an Instructional Advisory Council comprised of Administrators appointed by the Superintendent and the following Professional Employees to be appointed by the Association President: one (1) from each elementary school, two (2) from the Middle School, and two (2) from the High School.

27.1.2 The Instructional Advisory Council shall meet six (6) times during the school year.

27.1.3 Instructional Advisory Council members shall receive \$600 per year. Any Instructional Advisory Council member missing a meeting shall have an amount proportional to the total number of meetings deducted.

27.2 Professional Development Committee. The District shall maintain a Professional Development Committee that shall meet on a regular basis throughout the school year. The Committee shall be comprised of Administrators appointed by the Superintendent and Professional Employees appointed by the Association President. Professional Employees serving on the Professional Development Committee shall do so on a volunteer basis.

**ARTICLE XXVIII**  
**FURLOUGH PROCEDURES**

28.1 In the event of any furlough where a determination must be made regarding seniority between two or more Professional Employees who commenced their District service on the same day, the following procedures shall be used to make such determination. First, the two or more employees in question would be ranked, for purposes of seniority only, in accordance with their Pennsylvania contracted public school service, prior to and including service at the District. Any Professional Employees remaining tied after the above standard is applied will be ranked according to the last four digits of their Social Security Number. The numbers shall be listed from highest to lowest, with the lowest being treated as corresponding to the least senior Professional Employee for purposes of the furlough in question.

28.2 For purposes of this Article, commencement of District service shall be the Professional Employee's first day of District employment. Commencement of District service shall not be considered to be either the date of hire by the District's Administration or the date of approval of such hire by the Board, or any other measurement.

**ARTICLE XXIX**  
**DURATION OF AGREEMENT**

29.1 Except as otherwise noted, this Agreement shall be effective as of July 1, 2023, and shall continue in effect until June 30, 2026, subject to the Association's and the Board's rights to negotiate as is set forth elsewhere in this Agreement, and in Act 195, as amended by Act 88. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

**Upper Merion Area Board of School Directors**

**Upper Merion Area Education Association**

By: \_\_\_\_\_  
Alice Budno Hope  
President

By: \_\_\_\_\_  
Stephen M. Kozol, Esq.  
President

Attest: \_\_\_\_\_  
Secretary

Attest: \_\_\_\_\_  
Secretary

## **ADDENDUM A**

The Board and the Association agree to the following salary plan:

1. The attached salary schedule will be effective for all Professional Employees.
2. The Board bases its salary policy upon the following principles:
  - A. All Professional Employees with prior Upper Merion Area School District experience shall be hired on their proper experience step. "Steps" for these employees shall represent years of satisfactory teaching experience in Upper Merion Area School District. Notwithstanding the foregoing, the Board and the Superintendent shall negotiate step placement for all other newly hired Professional Employees with the newly hired Professional Employee and that decision shall be final for the purposes of step placement. The Board on occasion may hire a new Professional Employee at a higher step on the salary schedule than the step called for by the individual's experience, on the recommendation of the Superintendent, if a majority of the Association's Executive Committee concurs.
  - B. For pay purposes, Professional Employees with Pennsylvania Master's Equivalency certification will be paid on the same basis as Professional Employees with Master's Degrees with the exception that no graduate credits beyond the Master's Equivalency will be recognized for this purpose unless they shall have been received in subjects related to the field in which the Professional Employee is then working in the District, specifically approved by the Superintendent. Courses in school administration will not be approved for such credit.
  - C. Change of level increases will become a permanent part of the Professional Employee's salary. Professional Employees may change salary level no more than once, and move no more than one horizontal salary column, in a District fiscal year. A change in salary level will be effectuated upon submission of a change of level request and supporting documents. Once the District confirms receipt of all required documents the District will have a thirty (30) day period to process the change. The change will be submitted to the Board for approval at its next official meeting following the expiration of the thirty (30) day processing period. The updated salary will become effective the day immediately following the Board meeting at which it is approved.
3. Professional Employees in their last year of public school service, having qualified for retirement under the Pennsylvania Public School Retirement Act and having submitted a resignation in writing shall receive a non-elective contribution to the Professional Employee's 403(b) account upon retirement. The payment shall be an amount of money equal to the per diem rate of pay for the last year of service times fifty percent (50%) of up to sixty (60) days of unused accumulated sick leave. In addition to the payment set forth in this paragraph, Professional Employees who submit such resignation in writing to the Personnel Office on or before February 1 shall receive an additional non-elective lump sum payment to the Professional Employee's 403(b) plan upon retirement of an amount of money equal to the per diem rate of pay for the last year of service times fifty percent (50%) of up to thirty (30) days of unused accumulated sick leave. Professional Employees who submit such resignation in writing to the Personnel

Office after February 1 but on or before March 1 shall receive a non-elective contribution payment to the Professional Employee's 403(b) plan in an amount of money equal to the per diem rate of pay for the last year of service times fifty percent (50%) of up to twenty (20) days of unused accumulated sick leave. To receive the additional payments in the 403(b) account of the Professional Employee, the Professional Employee must complete the school year in which he/she submits his/her resignation in writing to the Personnel Office, but such resignation may be effective on a date that occurs in the subsequent school year. No payments in this paragraph to the 403(b) plan will be considered salary for retirement purposes.

4. Professional Employees in their last year of public school service having qualified for retirement under the Pennsylvania Public School Retirement Act and having submitted a resignation in writing shall be entitled to continue the various group insurances provided for in this Agreement so long as such continuation is permitted by the insurance carrier and the affiliation that presently exists in other school districts. Such continuation of insurances shall be at the expense of the retiring Professional Employee once retirement becomes effective. A retiring Professional Employee who does not notify the district of his/her intent to continue the aforementioned insurances prior to the effective date of the retirement, shall be provided with no further opportunity to re-enroll as part of the group.

5. On the attached salary schedules "year" is defined to mean the credited years of experience for salary schedule placement.

## **SALARY SCALES**

<b>2023 - 2024</b>								
<b>YEAR</b>	<b>STEP</b>	<b>B</b>	<b>B+24</b>	<b>M</b>	<b>M+15</b>	<b>M+30</b>	<b>M+60</b>	<b>D</b>
13+	14	\$94,160	\$97,961	\$110,265	\$116,742	\$117,680	\$121,173	\$122,878
12	13	\$89,892	\$93,692	\$105,998	\$112,474	\$113,410	\$116,905	\$118,608
11	12	\$85,625	\$89,425	\$101,729	\$108,204	\$109,143	\$112,637	\$114,341
10	11	\$82,635	\$85,974	\$98,739	\$105,216	\$106,155	\$109,648	\$111,352
9	10	\$79,539	\$82,814	\$95,752	\$102,227	\$103,163	\$106,657	\$108,361
8	9	\$76,549	\$79,826	\$92,759	\$99,236	\$100,174	\$103,668	\$105,373
7	8	\$73,558	\$76,836	\$89,771	\$96,246	\$97,184	\$100,678	\$102,383
6	7	\$71,432	\$74,708	\$87,642	\$94,118	\$95,055	\$98,552	\$100,255
5	6	\$69,303	\$72,581	\$85,514	\$91,992	\$92,928	\$96,424	\$98,126
4	5	\$67,389	\$70,665	\$83,602	\$90,077	\$91,014	\$94,508	\$96,213
3	4	\$65,472	\$68,751	\$81,686	\$88,162	\$89,100	\$92,595	\$94,299
2	3	\$63,560	\$66,836	\$79,771	\$86,246	\$87,185	\$90,678	\$92,383
1	2	\$61,354	\$63,908	\$77,884	\$84,361	\$85,297	\$88,792	\$90,496
0	1	\$50,869	\$55,639	\$66,766	\$72,807	\$73,681	\$76,939	\$78,530

2024 - 2025								
YEAR	STEP	B	B+24	M	M+15	M+30	M+60	D
13+	14	\$96,372	\$100,263	\$112,856	\$119,486	\$120,445	\$124,020	\$125,766
12	13	\$92,005	\$95,894	\$108,489	\$115,117	\$116,075	\$119,652	\$121,396
11	12	\$87,637	\$91,526	\$104,120	\$110,747	\$111,708	\$115,284	\$117,028
10	11	\$84,577	\$87,995	\$101,059	\$107,689	\$108,649	\$112,225	\$113,969
9	10	\$81,408	\$84,760	\$98,002	\$104,629	\$105,587	\$109,164	\$110,908
8	9	\$78,348	\$81,702	\$94,939	\$101,568	\$102,528	\$106,104	\$107,849
7	8	\$75,286	\$78,642	\$91,880	\$98,508	\$99,468	\$103,044	\$104,789
6	7	\$73,111	\$76,463	\$89,701	\$96,330	\$97,289	\$100,868	\$102,611
5	6	\$70,932	\$74,286	\$87,524	\$94,154	\$95,111	\$98,690	\$100,432
4	5	\$68,973	\$72,326	\$85,567	\$92,194	\$93,153	\$96,729	\$98,474
3	4	\$67,011	\$70,366	\$83,605	\$90,234	\$91,194	\$94,771	\$96,515
2	3	\$65,054	\$68,406	\$81,646	\$88,273	\$89,234	\$92,809	\$94,554
1	2	\$62,795	\$65,410	\$79,714	\$86,343	\$87,302	\$90,878	\$92,622
0	1	\$52,065	\$56,946	\$68,335	\$74,518	\$75,413	\$78,747	\$80,375

2025 - 2026								
YEAR	STEP	B	B+24	M	M+15	M+30	M+60	D
13+	14	\$98,396	\$102,369	\$115,226	\$121,995	\$122,974	\$126,625	\$128,407
12	13	\$93,937	\$97,907	\$110,767	\$117,534	\$118,513	\$122,164	\$123,945
11	12	\$89,478	\$93,448	\$106,306	\$113,073	\$114,054	\$117,705	\$119,486
10	11	\$86,353	\$89,842	\$103,181	\$109,950	\$110,931	\$114,581	\$116,362
9	10	\$83,117	\$86,540	\$100,060	\$106,826	\$107,805	\$111,456	\$113,237
8	9	\$79,993	\$83,417	\$96,933	\$103,701	\$104,681	\$108,332	\$110,114
7	8	\$76,867	\$80,293	\$93,810	\$100,576	\$101,557	\$105,207	\$106,989
6	7	\$74,646	\$78,069	\$91,585	\$98,353	\$99,332	\$102,986	\$104,766
5	6	\$72,421	\$75,846	\$89,362	\$96,132	\$97,109	\$100,763	\$102,541
4	5	\$70,421	\$73,845	\$87,363	\$94,130	\$95,110	\$98,760	\$100,542
3	4	\$68,418	\$71,844	\$85,361	\$92,128	\$93,109	\$96,761	\$98,541
2	3	\$66,420	\$69,843	\$83,360	\$90,127	\$91,108	\$94,758	\$96,540
1	2	\$64,114	\$66,784	\$81,388	\$88,157	\$89,135	\$92,787	\$94,567
0	1	\$53,158	\$58,142	\$69,771	\$76,083	\$76,997	\$80,401	\$82,063



## GRANDFATHERED STEPS

		2023-2024	2024-2025	2025-2026
YEAR	STEP	B+15	B+15	B+15
13+	14	\$96,119	\$98,378	\$100,444
12	13	\$91,852	\$94,010	\$95,984
11	12	\$87,584	\$89,642	\$91,525
10	11	\$84,594	\$86,582	\$88,400
9	10	\$81,434	\$83,347	\$85,098
8	9	\$78,445	\$80,289	\$81,975
7	8	\$75,455	\$77,228	\$78,850
6	7	\$73,326	\$75,049	\$76,625
5	6	\$71,200	\$72,874	\$74,404
4	5	\$69,285	\$70,913	\$72,402
3	4	\$67,371	\$68,954	\$70,402
2	3	\$65,455	\$66,994	\$68,400
1	2	\$63,908	\$65,410	\$66,784
0	1	\$55,639	\$56,946	\$58,142

2023-2024	2024-2025	2025-2026
B+30	B+30	B+30
\$99,189	\$101,520	\$103,652
\$94,919	\$97,149	\$99,190
\$90,651	\$92,782	\$94,730
\$86,895	\$88,937	\$90,804
\$83,734	\$85,702	\$87,502
\$80,746	\$82,644	\$84,379
\$77,757	\$79,584	\$81,255
\$75,629	\$77,406	\$79,032
\$73,501	\$75,228	\$76,808
\$71,586	\$73,268	\$74,807
\$69,670	\$71,308	\$72,805
\$67,756	\$69,348	\$70,805
\$63,908	\$65,410	\$66,784
\$55,639	\$56,946	\$58,142

## **ADDENDUM B**

Principals should be responsible for recommending new curriculum activity positions and changes expanding or deleting positions already existing in the contract. Such recommendations should be made in writing to the Superintendent. If the Superintendent approves the change, he/she shall recommend same to the Board.

The Board shall have the sole authority to add new positions or expand or delete existing positions during the term of this contract.

Openings in Extra Pay for Extra Duty positions shall first be offered to very qualified Professional Employees. The parties agree that the language of this Addendum B is grievable under the Grievance Procedure set forth in Article XIX. Only if no very qualified Professional Employee applies for a particular position may the Board advertise that opening to non-bargaining unit members.

	<b>2023-2024</b>	<b>2024-2025</b>	<b>2025-2026</b>
<b><i>1 – 4 years’ experience</i></b>	\$278.05	\$284.59	\$290.56
<b><i>5 – 9 years’ experience</i></b>	\$288.37	\$295.15	\$301.34
<b><i>10 years plus experience</i></b>	\$298.65	\$305.66	\$312.08

HIGH SCHOOL						
--- ATHLETICS ---						
POSITION		UNITS		POSITION		UNITS
Baseball		29		Soccer: Girls		26
Baseball - Assistant (3)		23		Soccer: Girls – Assistant (2)		20
Basketball: Boys		31		Softball: Girls		29
Basketball: Boys - Assistant (2)		24		Softball: Girls – Assistant (3)		23
Basketball: Girls		31		Swimming: Boys		31
Basketball: Girls – Assistant (1)		24		Swimming: Boys - Assistant		24
Cheerleading		32		Swimming: Girls		31
Cheerleading – Assistant (2)		16		Swimming: Girls - Assistant		24
Crew		27		Tennis: Boys		20
Crew - Assistant (3)		20		Tennis: Boys - Assistant		16
Cross Country: Boys		25		Tennis: Girls		20
Cross Country: Girls		25		Tennis: Girls - Assistant		16
Cross County - Assistant		20		Track: Boys		29
Faculty Manager for Athletics		27		Track: Boys – Assistant (2)		23
Field Hockey		26		Track: Girls		29
Field Hockey – Assistant (2)		20		Track: Girls – Assistant (2)		23
Football		37		Volleyball: Girls		26
Football - Assistant (7)		29		Volleyball: Girls - Assistant		20
Golf		20		Water Polo		26
Golf - Assistant		16	Water Polo - Assistant		20	
Lacrosse: Boys		29	Winter Track: Boys		28	
Lacrosse: Boys – Assistant (2)		23	Winter Track Boys: – Assistant		23	
Lacrosse: Girls		29	Winter Track: Girls		28	
Lacrosse: Girls – Assistant (2)		23	Winter Track: Girls - Assistant		23	
Soccer: Boys		26	Wrestling		31	
Soccer: Boys – Assistant (3)		20	Wrestling – Assistant (1)		24	

HIGH SCHOOL			
--- ORGANIZATIONS ---			
POSITION	UNITS	POSITION	UNITS
Band Director	32	Interact Club	7
Band Drill Designer	20	Link Crew (2)	5
Band Guard Instructor	8	Link Crew Assistant	3
Band Percussion Instructor	10	MiniTHON	7
Band Marching Instructor	8	MiniTHON Assistant	4
Best Buddies (2)	5	Model UN	10
Black Student Union	5	Musical Artistic Director	15
Bocce (2)	6	Musical Costume Director	4
Choir Director	18	Musical Director	22
Choir Accompanist	4	Musical Music Director	15
Class Sponsors – 9 <sup>th</sup> (2)	15	Musical Pit Orchestra Conductor	7
Class Sponsors – 10 <sup>th</sup> (2)	15	Musical Technician	8
Class Sponsors – 11 <sup>th</sup> (2)	20	Newspaper – Viking Call	12
Class Sponsors – 12 <sup>th</sup> (2)	20	No Place for Hate (2)	4
Communications – Buzz	10	Octagon Club	8
Cultural Heritage Club	15	Orchestra	16
DECA (2)	9	Reading Olympics	5
Disney Trip Coordinator	5	SADD	5
Drama Club	15	Spanish Club	5
Drama	15	Stage Crew (2)	10
Drama Costume Director	3	STEM: Math Team	7
Drama - Technician	8	STEM: Science Club	10
Forensics	14	Step Team	7
French Club	5	Student Council	20
Gardening Club	5	Student Council - Assistant	15
Gender and Sexuality Alliance (2)	4	Unified Track and Field (2)	6
German Club	5	Video Game Club	5
Honor Society (2)	6	Yearbook (2)	28
HORNS UP	5		

MIDDLE SCHOOL			
--- ATHLETICS ---			
POSITION	UNITS	POSITION	UNITS
Activities Director	40	Lacrosse - Boys	18
Activities Director – Assistant	17	Lacrosse – Boys Assistant	15
Baseball – 7 <sup>th</sup> Grade	18	Lacrosse: Girls 7 <sup>th</sup> Grade	18
Baseball – 8 <sup>th</sup> Grade	18	Lacrosse: Girls 8 <sup>th</sup> Grade	18
Basketball: Boys - 7 <sup>th</sup> Grade	20	Soccer – Boys 7 <sup>th</sup> Grade	18
Basketball: Boys – 8 <sup>th</sup> Grade	20	Soccer – Boys 8 <sup>th</sup> Grade	18
Basketball: Girls – 7 <sup>th</sup> Grade	20	Soccer – Girls 7 <sup>th</sup> Grade	18
Basketball: Girls – 8 <sup>th</sup> Grade	20	Soccer – Girls 8 <sup>th</sup> Grade	18
Cheerleading	22	Softball – Girls 7 <sup>th</sup> Grade	18
Cheerleading - Assistant	18	Softball – Girls 8 <sup>th</sup> Grade	18
Crew	18	Track - Boys	20
Cross Country	18	Track – Girls	20
Cross Country - Assistant	15	Track – Assistant (3)	16
Field Hockey –Girls 7 <sup>th</sup> Grade	18	Volleyball 7 <sup>th</sup> Grade	18
Field Hockey – Girls 8 <sup>th</sup> Grade	18	Volleyball – 8 <sup>th</sup> Grade	18
Field Hockey – Girls Assistant	15	Wrestling	18
Football – Head 7 <sup>th</sup> Grade	21	Wrestling – Assistant	15
Football – Assistant 7 <sup>th</sup> Grade	17		
Football – Head 8 <sup>th</sup> Grade	21		
Football – Assistant 8 <sup>th</sup> Grade	17		

MIDDLE SCHOOL						
--- ORGANIZATIONS ---						
POSITION		UNITS		POSITION		UNITS
Accompanist		3		Math Counts		5
Band		9		Musical Director		15
Band – 5 <sup>th</sup> Grade		9		Musical Artistic Director		12
Best Buddies		6		Musical Vocal Director		12
Black Student Union – Upper House		5		Musical Stage Crew		7
Black Student Union – Lower House		5		Musical Technician		5
Chorus – Upper House – Head		9		National Jr. Honor Society (2)		6
Chorus – Upper House – Asst.		5		Orchestra (2)		9
Chorus – Lower House – Head		9		School Store		15
Coding Club		5		STEM		10
Community of Caring (2)		8		STEM Assistant		7
Create Club (2)		5		Student Council – Upper House (2)		8
Outdoor School/Camping		54		Student Council – Lower House (2)		8
Gender and Sexuality Alliance (2)		4		Viking Video		14
Handbell Choir		5		Yearbook (2)		8
Junior Optimist		8				

ELEMENTARY						
--- ORGANIZATIONS ---						
POSITION		UNITS		POSITION		UNITS
Alpha Club (5)		4		Girls on the Run (10)		3
Bucket Drums		4		Reading Olympics (5)		2
Elementary Choir (5)		4				

DISTRICT-WIDE	
POSITION	UNITS
Professional Librarian	4

#### **Extra Pay for Extra Duty Unit Bank**

For each year of this Agreement, the Board shall make available for use by the Association, an annual "Extra Pay for Extra Duty Unit Bank" (hereinafter "Unit Bank") to be used for purposes of creation of new athletic and organizational positions. The creation of the Unit Bank shall not affect any other provisions of this Addendum B, and the awarding of units from the Unit Bank shall be in accordance with the "Procedure for Requesting Change in Units" set forth below. The maximum number of units that may be drawn by the Association from the Unit Bank in a particular year shall be as follows:

2023-2024:	80 Units
2024-2025:	80 Units
2025-2026:	80 Units

#### **Experience Level Determining Unit Value**

1. The experience level of a position shall be determined by the number of years a coach or sponsor has been paid for being in charge of the same activity.
2. Each year of service as an assistant coach or sponsor shall count as one year of experience if promoted to head coach or sponsor in the same activity. The same consideration shall be granted to coaches or sponsors moving up from elementary to middle school to high school levels.
3. Any credit toward experience in one activity shall not be transferred to another activity.
4. If a coach or sponsor is new to the district, his/her unit value shall be determined by the paid previous experience gained while working in other districts during service which is allowable for placement on the Upper Merion Area School District teaching salary schedule.

5. Sponsors of newly recognized positions in the District shall be paid on a first year level unless otherwise determined by the administration. (Example: If the sponsor or coach had charge of a similar position in another district, that experience might be recognized.)
6. In extreme emergencies it may be necessary to employ the same individual for two (2) extra-pay assignments running concurrently. In such cases the rate of pay shall be determined as the higher unit value and one-half of the lower unit value.

#### **Procedure for Requesting Change in Units**

- Step 1:** Requests for new units by Professional Employees, signed by the principal or supervisor, must be submitted to the Extra Pay for Extra Duty Committee of the Association.
- Step 2:** The Extra Pay for Extra Duty Committee will review and make a recommendation to the Association President.
- Step 3:** The Association President then forwards requests he/she approves to the Superintendent, and no requests shall be forwarded later than May 15. Each forwarded request shall include a statement of the number of units that remain available in the Unit Bank for the applicable contract year.
- Step 4:** The Superintendent shall notify the Association President in writing of the final disposition of a request within fifteen (15) days of receipt of the same, but in no event later than June 1.



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