

**Lower Merion School District**

Policy No.:

408

Section:

PROFESSIONAL EMPLOYEES

Title:

EMPLOYMENT CONTRACT

Date Adopted:

Date Last Revised:

**408 EMPLOYMENT CONTRACT**

Enter Into Written Contracts with Professional Employees  
And Into collective Bargaining Agreements  
(Section 1121 & PA Public Employees Relations Act, Article I)

In all school districts, all contracts with professional employees shall be in writing, in duplicate, and shall be executed on behalf of the board of school directors by the president and secretary and signed by the professional employee.

Each board of school directors in all school districts shall hereafter enter into contracts, in writing, with each professional employee who has satisfactorily completed three (3) years of service in any school district of this Commonwealth. Said contracts shall contain only the following:

(see following sheet)

Article I

The General Assembly of the Commonwealth of Pennsylvania declares that it is the public policy of this Commonwealth and the purpose of this act to promote orderly and constructive relationships between all public employers and their employees subject, however, to the paramount right of the citizens of this Commonwealth to keep inviolate the guarantees for their health, safety and welfare. Unresolved disputes between the public employer and its employees are injurious to the public and the General Assembly is therefore aware that adequate means must be established for minimizing them and providing for their resolution. Within the limitations imposed upon the governmental processes by these rights of the public at large and recognizing that harmonious relationships are required between the public employer and its employees, the General Assembly has determined that the overall policy may best be accomplished by (1) granting to public employees the right to organize and choose freely their representatives; (2) requiring public employers to negotiate and bargain with employee organizations representing public employees and to enter into written agreements evidencing the result of such bargaining; and (3) establishing procedures to provide for the protection of the rights of the public employee, the public employer and the public at large.



# LOWER MERION SCHOOL DISTRICT

301 E. Montgomery Avenue, Ardmore, PA 19003-3399

Phone 610-645-1950 Fax 610-645-9536 [www.lmsd.org](http://www.lmsd.org)

Marty A. Yoder, Ed.D.

Director of Human Resources

## CONTRACT BETWEEN THE LOWER MERION BOARD OF SCHOOL DIRECTORS AND THE PROFESSIONAL EMPLOYEE -

IT IS AGREED by and between \_\_\_\_\_ Professional Employee, and the Board of School Directors of the Lower Merion School District, 301 East Montgomery Avenue, Ardmore, PA 19003, that said Professional Employee shall, under the authority of the said Board, and its successors, and subject to the supervision and authority of the properly authorized Superintendent of Schools, or supervising principal, serve as a Professional Employee in the said school district for a term of ten months per year, for an annual compensation based on the salary category and educational level, per the negotiated contract, less the contribution required by law to be paid to the Public School Employees' Retirement Fund, and less other proper deductions for loss of time.

This contract is subject to the provisions of the Public School Code of 1949 and the amendments thereto.

AND IT IS FURTHER AGREED by the parties hereto that none of the provisions of this act may be waived either orally or in writing, and that this contract shall continue in force year after year, with the right of the Board of School Directors to increase the compensation over the compensation herein stated, from time to time, as may be provided under the provisions and proper operation of the established salary schedule, if any, for the school district, subject to the provisions of law without invalidating any other provision of this contract, unless terminated by the Professional Employee by written resignation presented sixty (60) days before resignation becomes effective, or by the Board of School Directors by official written notice presented to the Professional Employee: Provided, That the said notice shall designate the cause for the termination and shall state that an opportunity to be heard shall be granted if the said Professional Employee within ten (10) days after receipt of the termination notice, presents a written request for such a hearing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the \_\_\_\_\_

\_\_\_\_\_  
Professional Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Director of Human Resources



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Marty A. Yoder, Ed.D.  
Director of Human Resources

## CONTRACT BETWEEN THE LOWER MERION BOARD OF SCHOOL DIRECTORS AND THE TEMPORARY PROFESSIONAL EMPLOYEE -

IT IS AGREED by and between \_\_\_\_\_, Temporary Professional Employee, and the Board of School Directors of the Lower Merion School District, 301 East Montgomery Avenue, Ardmore, PA 19003, that said Temporary Professional Employee shall, under the authority of the said Board, and its successors, and subject to the supervision and authority of the properly authorized Superintendent of Schools, or supervising principal, serve as a Temporary Professional Employee in the said school district for a term of ten months per year, for an annual compensation based on the salary category and educational level, per the negotiated contract, less the contribution required by law to be paid to the Public School Employees' Retirement Fund, and less other proper deductions for loss of time.

This contract is subject to the provisions of the Public School Code of 1949 and the amendments thereto.

AND IT IS FURTHER AGREED by the parties hereto that none of the provisions of this act may be waived either orally or in writing, and that this contract shall continue in force year after year, with the right of the Board of School Directors to increase the compensation over the compensation herein stated, from time to time, as may be provided under the provisions and proper operation of the established salary schedule, if any, for the school district, subject to the provisions of law without invalidating any other provision of this contract, unless terminated by the Temporary Professional Employee by written resignation presented sixty (60) days before resignation becomes effective, or by the Board of School Directors by official written notice presented to the Temporary Professional Employee: Provided, That the said notice shall designate the cause for the termination and shall state that an opportunity to be heard shall be granted if the said Temporary Professional Employee within ten (10) days after receipt of the termination notice, presents a written request for such a hearing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the \_\_\_\_\_

\_\_\_\_\_  
Temporary Professional Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Director of Human Resources



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Director of Human Resources

## CONTRACT BETWEEN THE LOWER MERION BOARD OF SCHOOL DIRECTORS AND SUBSTITUTE TEACHER -

IT IS AGREED by and between a substitute teacher, \_\_\_\_\_ and the Board of School Directors of the Lower Merion School District, 301 East Montgomery Avenue, Ardmore, PA 19003:

The term "Substitute Teacher," as used in this contract, shall mean any individual who has been employed to perform the duties of a regular professional employee during such period of time as the regular professional employee is absent, on sabbatical leave, or for other legal cause authorized and approved by the Board of School Directors, or to perform the duties of a temporary professional employee who is absent, or to fill a position on a temporary basis for the remainder of the current school year.

Subject to the terms and conditions hereinafter set forth, \_\_\_\_\_ Substitute Teacher, shall, under the authority of said Board and its successors, and subject to the supervision and authority of the properly authorized Superintendent of Schools, or Principal, serve in the said school district for the following LTS period: \_\_\_\_\_

The annual compensation of \_\_\_\_\_ per the LMEA Agreement payable bi-weekly during the school term or year, less the contribution required by law to be paid to the Public School Employees' Retirement System, and less other proper deductions for loss of time, or which are required by law or any applicable collective bargaining agreement. In no event shall such period of employment continue beyond \_\_\_\_\_ unless specifically extended by the Board.

This contract shall continue in effect for the period above stated unless terminated by the Board of School Directors of the Lower Merion School District, by a notice, in writing, presented or mailed to the Substitute Teacher at least thirty (30) days prior to the effective date of such termination or unless sooner terminated by the Substitute Teacher by a notice, in writing, presented or mailed to the Board of School Directors of the Lower Merion School District, thirty (30) days before the resignation becomes effective.

If said Substitute Teacher is certified as a professional employee, said teacher hereby agrees to waive any rights attendant to such status as might relate to this Agreement. It is further agreed that the Board of School Directors of the Lower Merion School District is under no obligation to tender to such Substitute Teacher, any further employment beyond \_\_\_\_\_ by virtue of the execution of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the \_\_\_\_\_

\_\_\_\_\_  
Long Term Substitute Employee

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
Director of Human Resources