Agreement

Between the

Moon Area School District

And the

Moon Education Association
PSEA/NEA

2025 - 2032

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ARTICLE I (1)

PREAMBLE

THIS AGREEMENT entered on the 11th day of August 2025, by and between the BOARD OF EDUCATION OF THE MOON AREA SCHOOL DISTRICT, Allegheny County, Pennsylvania, hereinafter called the "Board," and the MOON EDUCATION ASSOCIATION, PSEA/NEA, hereinafter called the "Association."

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

WITNESSETH

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

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

ARTICLE II (2)

RECOGNITION

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

1. Classroom Teachers
2. School Counselors
3. Home and School Visitors
4. Nurses
5. Department Heads / Coordinators
6. Librarians
7. Speech and Language Pathologist/Lead Clinician
8. Long-Term Substitutes (See Article XXXII)

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

ARTICLE III (3)

NEGOTIATION OF SUCCESSOR AGREEMENT

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

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

ARTICLE IV (4)

NON-DISCRIMINATION

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

ARTICLE V (5)

GRIEVANCE PROCEDURE

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

B. **Definition.**

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

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

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

C. **Procedure/Time Limits.** Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a

maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.

D. **Levels.**

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

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

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

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

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

E. **Rights of the Teachers to Representation.**

1. **Teacher and Association.** Any party in interest may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.

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

F. **Miscellaneous.**

1. **Separate Grievance File.** All documents, communications, and records dealing with the processing of the grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

2. **Forms.** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, or other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution as to facilitate operation of the Grievance Procedure.

3. **Meetings and Hearings.** All meetings and hearings under this Procedure shall not interfere with teaching duties nor be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE VI (6)

RIGHTS OF PROFESSIONAL TEACHERS

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

B. **Just-Cause Provision.** No teacher shall be disciplined, discharged, suspended, or furloughed/laid-off, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. The remedy for any violation of the above provision shall be limited to the Grievance Procedure herein set forth, unless a

proceeding is filed under the applicable provisions of the School Code and then the remedy shall be limited to such relief as provided there under.

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

D. **Required Meeting or Hearings.** As set forth in Section 1127 of the Public School Code, or whenever any professional teacher is required to appear before the Superintendent, Board, or any Board committee or member thereof, concerning any matter which would adversely affect the continuation of that teacher in his/her office, position, employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice for the reasons of such meeting or interview, and shall be entitled to have a representative of the Association or legal counsel present to advise him/her during such meeting or interview. In addition, whenever any teacher is required to appear before the Board or its agent, he/she shall be entitled to have a representative of the Association present during such meeting or interview. Nothing herein shall preclude the Board or its agents from talking to any teacher or informally discussing matters relevant to the teacher's work.

E. **Evaluation of Students.** The teacher shall maintain the right and responsibility to determine grades and other evaluations of students. If an extraordinary situation arises and the building principal can show just cause, a student's grade may be changed after written notification and consultation with the teacher. In any event, when a grade is changed by a principal, his/her identification will replace the teacher identification on the report card and the permanent record card.

F. **Association Identification.** No teacher shall be prevented from wearing pins or other identification of membership in the Association or its Affiliates.

G. **Criticism of Employees.**

1. Any criticism by a supervisor or administrator of a teacher of his/her instructional methodology shall be made in confidence and not in the presence of students, parents, public gatherings.

2. Any criticism, charge, or complaint by a Board Member acting in his/her official capacity or at a public meeting of the Board shall be made only after such charges or complaints shall have been presented in writing to the teacher involved. The Board further agrees to discourage discussions of criticisms, complaints, or charges against a teacher at a public meeting unless the charges have been investigated and previously presented to the teacher in writing.

3. Any criticisms by a teacher of an administrator of his/her authority and/or leadership choices shall be made in confidence and not in the presence of students, parents, or public gatherings.

H. **Staffing.** The Moon Area School District and the Moon Education Association, PSEA/NEA, recognize that a decrease in enrollment, curtailment or alteration of the educational program, and or consolidation of schools may occur during the life of this agreement. Bargaining unit positions will be maintained as follows unless otherwise specified by law:

1. Attrition will normally meet the staffing requirements of the district. Attrition is defined as positions vacated when bargaining unit members leave employment due to death, resignation and retirement. Attrition will first be applied when the need for less staffing arises.

2. In those instances where attrition does not meet the staffing requirements of the district, it may be necessary to suspend bargaining unit members. The straight-line method of realignment shall apply. Suspensions and recalls as they apply to this section will be in accordance with the law. Seniority as it applies to suspensions is defined elsewhere in this Agreement. If it becomes necessary to suspend, the parties agree that suspensions will not be arbitrary or capricious and further, if suspension is due to decline in enrollment then the suspension will not be unreasonably disproportionate to the decline in enrollment.

3. The Board shall provide the MEA with prior notification of at least 30 days of the Board's intention to suspend professional staff. Written notice of suspension will be provided to each employee no later than May 1st.

4. The district agrees that no newly created position or vacated bargaining unit position or permanent substitute position will be filled from outside the bargaining unit as long as there are individuals on suspension status with proper certification. If there are no suspended teachers with proper certification, the new position will be filled by the Board at its sole discretion.

5. Suspended bargaining unit members will be recalled for long-term (permanent) substitutes as follows unless otherwise specified by law:

    a. When long-term (permanent) substitute positions arise, those suspended teachers holding proper certification will be given first opportunity to fill said positions. The most senior suspended teacher holding the proper certification will be recalled first.

    b. When long-term (permanent) substitute positions arise and no suspended teacher holds proper certification, the district may seek an emergency certificate for the suspended individual. The most senior suspended teacher without the proper certification will be given first opportunity to fill the position.

c. Suspended teachers filling long-term (permanent) substitute positions will be placed on their proper salary schedule placement and receive all benefits and privileges of this Agreement.

d. Suspended teachers receiving an emergency certificate will be given twenty-four (24) months to make said certificate permanent. The employer will provide tuition payments in accordance with Article XXV (Professional and Educational Development) of this Agreement in order for the teacher to achieve proper certification. Said payment of credits will be approved by the Superintendent. This shall occur only when the long-term (permanent) position becomes permanent.

e. If permanent positions arise that the suspended teacher filling a long-term (permanent) substitute position is qualified to fill, and said suspended teacher is the most senior certified suspended teacher, the said teacher will be placed in the permanent position.

6. Suspended bargaining members not recalled to a long-term (permanent) substitute position may volunteer to be placed in a pool for day-to-day substitute positions. If a suspended teacher does not notify the district of his/her intention to volunteer, the District shall have no obligation to call that bargaining member for day-to-day substitute positions. The daily rate of pay for suspended employees working as day-to-day substitutes will be the district's substitute teacher rate for day to day substitutes.

a. Suspended bargaining members with proper certification will be given first consideration for day-to-day substitute positions.

7. Suspended bargaining members must annually report to the Superintendent, in writing by May 1, his/her current address and his/her intent to accept the same or a similar position, when offered.

I. **Master Schedules.** Copies of all teacher schedules will be forwarded to the Moon Education Association by the end of the first week of school.

J. **Provision of Board Policy.** The Board will make available to the association electronically copies of the established written Board Policy. The Board will keep the above copies updated with appropriate changes and additions, when they become available, after adoption by the Board.

K. **Class Rosters**. Teachers may be asked to divide students into groups for placement into classes for the next school year. No teacher names will be identified for group recommendations. Principals will be responsible for assigning staff to each class roster.

ARTICLE VII (7)

PERSONAL AND ACADEMIC FREEDOM

The Board and the Association agree that teachers will be entitled to full rights of citizenship, and no religious or political activities of any teacher outside the school, or the lack thereof, will be grounds for any disciplinary action or discrimination with respect to the professional employment of such teacher provided they do not violate the statutes, law, or Constitution of the United States and/or the Commonwealth. The private and personal life of a teacher is not the appropriate concern or attention of the Board except as it interferes with the teacher's responsibilities to and relationships with students and/or the school system; such then comes within the appropriate concern or attention of the Board of Education.

A teacher is entitled to freedom in the classroom in discussing his/her subject. He/she shall be careful, when teaching controversial matters, to not use any material or opinion which have no relation to his/her subject.

ARTICLE VIII (8)

ASSOCIATION RIGHTS AND PRIVILEGES

A. **Information.** During the course of the school year, the Board shall provide the Association with a copy of the Board's tentative agenda three (3) days prior to regularly scheduled Board meetings. Minutes of the meeting will be provided after their approval. Upon one (1) week's request in writing from an Association officer, the Board shall agree to furnish access to and permit copying thereof of the public data in its existing form. Such data shall include but is not limited to personnel lists, placement of teachers on the salary scale, number of teachers included in various categories of the benefits programs, the budget, and financial reports.

B. **Released Time for Meetings.** Whenever any teacher is mutually scheduled to participate during working hours in negotiations, grievance procedures, conferences, or meetings, he/she shall suffer no loss of compensation.

C. **Use of School Buildings.** The Association and its representatives shall have the right to use school buildings for meetings through applications to the building principal and by adhering to the administrative regulations as they apply to rental agreements. No rent will be charged except when use of the facilities necessitates a cost to the district due to usage beyond the normal school district hours of usage.

D. **Bulletin Board, Mail Facilities, School Equipment, and Telecommunications Technology.** The Association and its representatives shall have the right to use faculty bulletin boards in each building, teacher mailboxes, school equipment, and tools of technology provided that priority shall be given to school needs, that the operator be competent, and that the Association shall pay for the reasonable cost of all materials and

supplies incidental to such use, and for any repairs necessitated as a result thereof. The Board will make available training sessions for the operation of school machines and equipment to designated Association members. These qualified members will then be given access to and be permitted to operate the above-mentioned equipment on behalf of and at no charge to the Association.

E. **Association Release Time.** Upon seven (7) days prior notification, the members of the Association, as designated by the Association, will be granted excused absence with pay to attend workshops, seminars, conferences, business meetings, conventions of an educational nature, or to attend meetings related to Association business. The total number of teaching days of excused absence granted under this section will not exceed thirteen (13) teacher days, which can be taken in one-half (1/2) day increments in any school year. The district's liability shall not include conference registration or other expenses for such excused absence. Attendance at arbitrations and unfair labor practice hearings will not be counted towards the thirteen (13) days. Attendance at such hearings will be limited to three (3) Association representatives. Additionally, any days used by Association members serving on a pre-approved state or national board shall not count against the thirteen (13) teacher days.

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

F. **Officers Rights.** To comply with regularly requested meeting times between MEA officers and central office administration, the MEA president and grievance chair shall not be assigned a duty on the master schedules during the term of their positions. If circumstances should arise, these officers may be asked to cover a duty.

ARTICLE IX (9)

MANAGERIAL RIGHTS

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

B. The District and Association agree to form a committee, when necessary, the number of members to be determined by the parties, for the purpose of studying the delivery of student instruction in a traditional and/or non-traditional manner to increase course

offerings in the district. New methods of instructional delivery to achieve this goal may be provided by the district upon mutual agreement by the District and Association.

ARTICLE X (10)

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. **Professional Qualifications.** The Board agrees to hire teachers in strict conformity with the School Laws of Pennsylvania, as amended, the Regulations of the State Board of Education, the Certification and Staffing Policy Guidelines, and the directives of the Board of Education.

B. **Assignments.** Any teacher, whose assignment will be changed or will receive a displacement notice for the coming year, will receive his/her tentative assignment in writing by June 1 unless waived by mutual agreement between Administration and Association. Under no circumstances will notification occur later than three (3) days prior to filling of vacancies as identified in Article XVI (16). Notification will come from the superintendent, building principal or MEA representative.

The tentative assignment shall include building, grade level, subject area, team, and course title. Unless a teacher receives a notice of assignment change in writing by certified mail prior to August 1st, these assignments will become effective on August 1st. Any teacher notified of an unrequested assignment change after August 1st will be reimbursed $200 for the extra time required to pack and move materials.

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

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

At each building level, assignment shall consist of the following:

1. Elementary – building, subject area, and grade level.
2. Middle School - building, grade level, subject area, team, and course title.
3. Senior High School - building, subject area, and course title.

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

High School Department Heads	- Language Arts (Reading) - Mathematics - Social Studies - Science - Technology Education, Family and Consumer Sciences, and Business - Special Education - Health and Physical Education - World Languages (MS/HS)
Middle School Department Head (5-8)	- Mathematics - Language Arts (Reading) - Science - Social Studies - Signature [one (1) represents entire dept.] - Special Education - Encore [one (1) represents entire dept.] - World Language (MS/HS)
Coordinators	- P.E./Library/Computer (K-4) - Nurse (K-12) - Art (K-12) - Music (K-12) - School Counselor (K-12) - Special Education (K-4) / Reading Specialists - English Language Development - Elementary Grade Level Coordinators (K-4)

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

Those individuals who are selected to fill the foregoing positions will be required to teach the normal senior high, middle school or elementary teaching load, except that they will be relieved from the non-instructional duty period. Department Heads/Coordinators who are unable to be relieved of a non-instructional duty due to their schedule will receive additional compensation in the amount of $1,000.00 per year, unless the individual volunteers for a sixth instructional time. Department Heads/Coordinators assigned a partial duty shall receive half of this amount. An annual stipend will be paid as set forth in Article XXX (30) Extra Pay for Extra Duty of this Agreement for all department heads

and coordinators. Department Heads and Coordinators may be released up to five (5) days per year to perform their duties, subject to the approval of the elementary and secondary supervisors. Department Heads and Coordinators will report to a School District designee. Persons appointed to the foregoing positions will work the school year as described in Article XXII, Section A and, at the discretion of the District, may be offered extended contracts.

ARTICLE XI (11)

TEMPORARY AND PART-TIME PERSONNEL

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

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

If no certified substitute is available, other teachers may be asked to fill in for the absent teacher by relinquishing their personal planning time, with compensation to be made according to Article XXIX, Sections A and B. Teachers who are willing to relinquish their personal planning time for compensation will be considered first. If additional teachers are required, such assignments will be made on a rotating basis and not be assigned in an arbitrary, capricious, or discriminatory fashion.

ARTICLE XII (12)

TEACHER EVALUATION

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

A. **Open Evaluation.** All observations or monitoring of the work performance of a teacher shall be conducted openly and with the full knowledge of the teacher. No recording devices of any kind will be used unless agreed to by the teacher.

B. **Personnel File.** A teacher shall have the right to review, with Association representation, the contents of his/her personnel file and receive copies upon request, at Board expense, of any documents contained therein, with the exception of confidential employment records. The Board further agrees to protect the confidentiality of personal

references, academic credentials, and other similar materials. Derogatory material shall not be placed in a teacher's personnel file without a conference and a review of the material with said teacher. The teacher will have an opportunity to respond in writing to the materials. At the end of each school year, the teacher shall have the right to request to the Superintendent that derogatory material be removed from the teacher's personnel file and destroyed. The Superintendent will render a decision in writing within fifteen (15) days and that decision shall be binding. After five (5) years from the date of the incident, any derogatory material will be removed from the personnel file and destroyed upon written request by the teacher. This includes teacher observations but does not include the final rating form of the teacher or information resulting in disciplinary action by the School Board, requiring an official vote.

C. The parties agree to the use of the State Mandated evaluation system as per school code. Evaluation forms and requirements, other than those required by law will be mutually agreed upon. Teachers will be trained in the language used in the evaluation form and every effort will be made to provide such training during the work year. With approval of the Department of Education, the system of evaluation which is mutually agreed upon by the District and Association will remain in effect during the term of this agreement. P.D.E. 427 will be utilized when a teacher is applying for Instructional II certification, where appropriate. All new teachers will receive a copy of the evaluation/observation forms and guidelines at the new teacher orientation. In addition, each teacher, upon request, shall receive a copy of the evaluation /observation forms and guidelines.

D. Any unsatisfactory rating shall cite specific details and methods for improvement in writing. Unsatisfactory ratings should include specific reasons, not general. Observations shall be made by administrators, including Central Office staff, qualified in areas which they are assigned to observe.

E. The teacher may request additional observations in specific areas when he/she feels the need. No request for additional observations will be unreasonably denied.

F. The teacher shall have the right to submit a written response to the evaluation which will be attached to all copies.

G. The district agrees to consult with the Association and employee in developing the performance improvement plan.

H. All teacher formal observations will be completed and given to the teacher two calendar weeks prior to the last teacher workday.

ARTICLE XIII (13)

PROFESSIONAL STAFF COMMITTEE

The District and the Association agree to form a Professional Staff Committee as outlined below.

A. **Purpose of Committee.** The primary purpose of the Professional Staff Committee shall be to investigate and review areas and problems related to the improvement of education for the students of the Moon Schools, and for the improvement of understandings and relationships between teachers, administrators, parents, students, and the Board. The committee shall annually specify valid areas of study, which it will investigate, review, and make recommendation upon, during each school term. These areas of study will be shared with the Superintendent and MEA President upon being approved by the committee. The recommendations of the Committee shall be advisory to the Board of Education, the superintendent and the Association. This committee shall be considered the lead committee to establish all other committees that are filled jointly by Administration and the Association.

B. **Scope of Committee.** The Professional Staff Committee may consider any topic or problem mutually agreed upon by both parties. Areas similar to the following are considered valid areas for study, but in no way are considered exclusive or complete:

1. To review curricular programs and make recommendations for modifications.
2. To make recommendations for the in-service program for teachers.
3. To make recommendations for the development and coordination of innovative educational programs.
4. To advise the superintendent on matters of educational policy and administrative procedures for the district.
5. To review and update the system of evaluation of professional personnel.
6. To review the school calendar.
7. To review and disseminate information regarding workshops, conferences, meetings, etc.

C. **Membership of the Committee.** There is hereby established a Professional Staff Committee composed of at least four (4) representatives appointed by the superintendent and seven (7) representatives appointed by the Association. If possible, one (1) Association member from each building will be given precedence to sit on the committee prior to multiple Association members from the same building. All appointments shall be made by both the Superintendent and Association President by the end of the first month of the new school year unless mutually waived by both Administration and Association. A chairperson shall be elected by the Committee at the first meeting of the school year.

D. **Meetings of the Committee.** The Committee shall hold regular meetings at least once a month during the school term, unless mutually agreed to waive, and special meetings as needed.

E. **Term of Office on the Committee.** Each member of the Committee shall serve a two-year term of office.

F. **Operating Committees Appointed by the Professional Staff Committee.** The District Professional Staff Committee may appoint operating committees and/or subcommittees to make in-depth studies of problems brought before the Professional Staff Committee. The membership of the operating committees and/or subcommittees is not restricted to teachers of the district.

G. **Minutes.** Minutes shall be kept for the Professional Staff Committee meetings, and they shall be public and available upon request to anyone after approval of the Professional Staff Committee. Minutes shall be sent to the superintendent and the Association President.

H. **Progress Reports.** Progress reports shall be issued as the need develops. There shall also be a year-end report. Such reports shall be available upon request to all educators in the system, Board Members, and Administrative Staff.

I. **Board Assistance.** The Board shall furnish for the Committee:

1. Secretarial assistance as requested

2. An adequate meeting place;

3. Facilities for publishing of minutes and reports;

4. Upon request, subject to the approval of the Board or Chief Administrator, funds for release time, compensation for out-of-school work for the Professional Staff Committee or its subcommittees, study workshops, resource personnel, and funds for other work or needs the Professional Staff Committee may have.

J. **Reports to the Board.** Reports should be made to the Board by the committee or subcommittee member. Notice of the Board's action will be given to the Professional Staff Committee within sixty (60) calendar days.

ARTICLE XIV (14)

LIAISON COMMITTEE

A. **General Purposes.**

1. To combine the judgment of various persons and groups on school problems.
2. To aid communications between school administrators and other staff members.
3. To serve as a clearinghouse for school problems and needs.
4. To make suggestions for the revision of or the development of school policy.
5. Timely issues will be dealt with prior to monthly meetings.

B. **Membership.**

1. A Liaison Committee shall be organized for each school building

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

3. Members of the Committee shall be chosen by the principal of the school building from a pool of representatives designated by the Association.

4. Members shall be chosen by the end of the third week of school.

C. **Meetings.**

1. Meetings of the Committee shall be held once each month during the school term, unless mutually waived, at a place to be determined by the Committee.

2. A representative from each school building Liaison Committee may meet as a group with the Superintendent of Schools or his/her designated representative, once every two (2) months unless mutually waived.

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

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

1. Federal and State law;

2. Constitutional and statutory responsibilities of the Board of Education;

3 Duties of the Superintendent of Schools and other administrative and supervisory personnel of the district;

4. Time limitations; and

5. Welfare of the students.

ARTICLE XV (15)

STUDENT DISCIPLINE POLICY

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

It is the responsibility of the teacher to report to the building principal any serious examples of misconduct, and the principal shall have the ultimate responsibility for dealing with such situations.

ARTICLE XVI (16)

VACANCIES AND TRANSFERS

A. Vacancies. When a newly created, temporary, permanent, administrative, specialist, or instructional vacancy arises, the Human Relations Director or the person having personnel responsibilities shall promptly notify, through email, all professional staff within the District. Vacancies beyond thirty (30) calendar days shall be posted as soon as it is known that they will be vacant. During the summer months, a notice of any such vacancy shall be emailed to all professional staff within the District.

1. **Eligibility.** All appointments to the aforesaid defined vacancies shall be made without regard to age, race, creed, religion, nationality, sex, marital status or sexual orientation. Qualifications for any vacancy shall be determined by the legal requirements for the position and District predetermined specifications for the position.

2. **Announcement.** Notice of the vacancy shall be posted using district email setting forth a description of the qualifications for the position. Such notices shall be posted for ten (10) calendar days or five (5) school days, whichever is longer. The five (5) day limit is only applicable during the teacher work year.

3. **Applications.** Personnel who desire to make application for such vacancies shall submit their application in writing to the Human Relations Director (or the person having personnel responsibilities) of the district within the time limit specified in the announcement of the vacancy using current protocols.

4. **Filling the Vacancy.**

    a. Any administrative vacancy shall be filled by the district at its sole discretion and any such decision shall be final.

b. By June 1, unless waived by mutual agreement between the Administration and Association, the Administration will post a listing of all permanent and temporary positions (exclusive of extra duty positions) which are anticipated to be vacant for the next school year.

c. **Newly Created Positions:** For any newly created district positions, a position never held by a current employee, seniority will not be a determining factor. The district reserves the right to fill these positions internally or externally at its discretion.

d. **Summer or Mid-Year Vacancies:** If a position becomes available during the summer or mid-year, a teacher can submit a written bid letter. This position is awarded based on seniority. The teacher will typically begin in the new position at the start of the following school year, unless the district allows them to take it earlier. If no teacher submits a bid letter during a posting, the position will no longer be available to bid and that position can be permanently filled by the district.

e. **Filling the Position in the Interim:** If the bidding teacher doesn't fill the position immediately, a long-term substitute will cover it for the school year. If they do, their previous position will be filled by a long-term substitute for the remainder of the school year. That position vacated will then go on the end of the year bid board.

f. **End-of-Year Bid Process:** Any vacancy resulting from the above will be posted on the bid board at the end of the year. If no teacher bids on the position, the district has the option to hire externally. At that point, the position is no longer available for bidding.

A position will only go up for bid for the following reasons:

-Retirement
-Resignation
-Displacement
-Death
-Reorganization/Restructuring (Refer to Article XVI, E.)
-Any part-time position that becomes full-time must be bid

In the senior high school only, a department meeting(s) may be held to discuss scheduling for the next year. The department will recommend assignment changes to the principal. Department recommendations may be sent back one time to the department, via the principal, with suggestions for reconsideration. If necessary, a designee of the superintendent and a representative of the Association will facilitate all additional meetings with the intention to come to a mutual and amicable

agreement. Every effort will be made by the district and association to limit the number of preparations (Refer to Article XXI, C).

5. Application and Selection Process.

a. Bidding Within Current Certification

Teachers who bid on an open position in the certification they currently teach will be awarded that position based on seniority. A teacher bidding on an open position that is outside of the certification for their current position will follow the process outlined in Section b below.

b. Bidding to a Different Certification

Teachers may bid on a position outside of their current certification area only if they have eight (8) or more consecutive years of experience working in a single certification area. Individuals who have been displaced or involuntary transferred shall not have those years count against the consecutive year calculation. In such cases, seniority will be used to determine placement.

If a teacher is awarded a position that represents a complete change in certification area, the employee will meet with their supervisor(s) to clearly outline the expectations and responsibilities of the new role. The employee agrees that they will undergo the formal evaluation process, including at least two (2) comprehensive observations, during the first year of the new position, and agrees to undergo all specialty trainings specific to their new position.

c. Bidding AP or CHS Courses

The criteria to hold these positions resides in College Board and/or the cooperating college or university awarding credits. As such, the teacher must meet those criteria or expectations to be awarded and maintain the position.

If a teacher is awarded a position into these based on EITHER a. or b. above, a meeting will be held with their supervisor(s) to clearly outline the expectations and responsibilities of the new role. The employee agrees to undergo any additional trainings specific to their new position that may be required.

d. Improvement Plan Restriction

Teachers who receive an improvement plan in the current year of bidding will be ineligible to bid that year.

e. Involuntary Transfers/Displacements

If a teacher was involuntarily transferred or displaced to a position outside of their original certification area, any future bid opportunities will be based on the teacher's certification area prior to the involuntary transfer or displacement.

f. Positions Falling Under Multiple Certifications

If any position falls under multiple certification areas (e.g., K-4 and 4-8), the teacher is responsible to inform the district under which certification they would like to be classified under for the purposes of bidding and assignment.

6. End of Year Bidding Meeting

At least one bid meeting will be held no later than the last student day, at which time those teachers who wish to bid and those teachers who have been displaced may bid on positions based on certification and seniority as defined in Article XXVIII (28). A teacher may only exercise their bidding rights two years out of the seven (7) years of this Agreement. This limit does not include years that a teacher must bid because he/she was displaced.

a. In order to be eligible to bid, teachers must have served five (5) full school years of temporary professional or professional employee service with the District. Any teacher with less than five (5) years of service who has been displaced shall be assigned to a position after the bidding meeting. These teachers may submit a request for any positions remaining vacant following the bidding. However, in no event may a teacher bid into a position which would result in a suspension of another teacher.

b. If the teacher is unable to attend this meeting and wishes to bid, it will be his/her responsibility to make arrangements for a designee of his/her choice to have a letter authorizing the designee to bid for him/her. It is understood by any professional that his/her designee has power of attorney and any position, which may be bid on behalf of an individual, is legal and binding.

c. Any non-bargaining unit School District employee that becomes a teacher as identified in Article II will not be eligible to bid until he/she serves an additional three (3) full school years as a temporary professional or professional employee with the District.

B. **Involuntary Transfers.** Involuntary transfer from one building to another, from one subject area preparation to another or from one grade to another will be made only after a conference between the teacher and his/her building principal. This conference will be held thirty (30) calendar days prior to the reassignment at which time the specific reason for the transfer will be explained and placed in writing. The teacher is entitled to have a representative of the Association present at such meeting. An involuntary transfer shall not be made when there is another applicant or a request for transfer into the position in question. Involuntary transfers will not be made for disciplinary reasons. Under no circumstances will any teacher be involuntarily transferred more than once in a three (3) year period. Transfers shall be made for educationally sound reasons and not for arbitrary or capricious reasons.

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

1. At the elementary level, the least senior person at the grade level within the building in which the position is eliminated shall be displaced. If the elementary teacher is assigned to a special area within a building, such as music, physical education, special education, or art, the least senior person in such area within the building shall be displaced. No elementary teacher will be displaced more than two (2) times during the length of the contract. If every person has been displaced twice in the specific grade and building, then displacements will be rotated based on seniority, and not in an arbitrary or capricious manner.

2. At the middle level, the least senior person in a subject area (area of certification) within the building in which the position is eliminated shall be displaced. Special education assignments shall be considered a subject area.

3. At the high school level, the least senior person in a subject area (area of certification) within the building in which the position is eliminated shall be displaced. Special education assignments shall be considered a subject area. No teacher shall be displaced when losing a preparation or adding a preparation to their current schedule. If a teacher loses all their preparations this will be considered displacement.

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

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

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

E. **Grade Level Reorganization/Restructuring.** If reorganization or restructuring results in the displacement of an entire grade level, or the entire grade level of a building, displacement of teachers will be in accordance with the following:

1. At the elementary level, the teachers at the affected grade level will have the right to retain their positions provided an equal number of positions remains the same or increases.

2. At the middle school or high school level, the teachers at the affected grade level will have the right to retain their positions provided an equal number of positions remains the same or increases.

3. If reorganization or restructuring creates or changes teaching positions at the affected grade level, the following procedure will be used to fill the new assignments. Teachers of the affected grade level who choose to retain their teaching positions at said grade level, will be invited to attend a grade level meeting to bid on the new positions at the affected grade level. Teachers will bid on the positions based on certification and seniority as defined in Article XXVIII (28). All new positions will be posted by the district at least two (2) days prior to the meeting. The MEA and District representatives will facilitate the meeting.

F. **Bubble Class.** Bubble class is defined as a temporary class created due to a shift in population in a specific grade level. If the District creates a bubble class, the position(s) created will not be available for bidding. These are considered temporary positions and will be filled by displaced teachers or by long term substitutes. If the district makes the position(s) permanent, the position(s) will be open to bid at the end of the school year.

ARTICLE XVII (17)

STUDENT TEACHERS/INTERNS

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

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

l. Teachers new to the district and those having three (3) years or less of teaching experience will be discouraged from undertaking such responsibilities.

2. When a student teacher/intern is conducting instructional time, the teacher having the responsibility of supervising that student teacher/intern will not be reassigned without his/her permission.

3. When an intern is conducting instructional time, the teacher having responsibility of supervising that intern will not be assigned other duties without his/her consent.

4. After nine weeks, interns may be used as substitute teachers only in their area of certification.

5. Interns may not be used as substitute teachers unless the cooperating teacher and principal mutually agree that they are prepared to accept such responsibilities.

B. The building principal and the prospective supervising teacher have the right to interview and screen applicants for practice-teaching opportunities. It is incumbent upon the teacher training institution to provide a liaison person who will discuss with the teacher to whom the student teacher/intern is assigned the broad objectives which the institution believes should be sought for the student teacher/intern. The liaison person representing the teacher-training institution is expected to use professional restraint in his/her relationship with the student teacher/intern. Such professional will be free to visit the classroom to observe the student teacher/intern at work.

C. It is incumbent upon the teacher-training institution to arrange the schedule of student teachers/interns so that sufficient time may be spent to provide for continuity of experience for the student teachers/interns and the pupils in their charge.

ARTICLE XVIII (18)

SABBATICAL LEAVE

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

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

Please refer to Pennsylvania School Code section 11-1166 and the school district policy for professional development requirements.

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

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

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

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

Upon expiration of a sabbatical leave, by consent of the Board, the requirement that the person on sabbatical leave shall return to the service of the District or to the same position in the same school or schools that he/she occupied prior thereto, may be waived. If the position no longer exists, the teacher shall be given another position for which he/she is properly certified. If the Board has not waived the obligation to return to school service upon expiration of the sabbatical leave and the teacher fails to do so, unless prevented by illness or physical disability, the teacher shall forfeit all benefits to which the teacher would have been entitled under the provisions of this Article for the period of the sabbatical leave.

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

D. **Salary When on Leave.** The person on sabbatical leave shall receive one-half (½) his/her regular salary during the period he/she is on sabbatical leave. The Board will continue to pay all insurance benefit premiums, according to Article XXVI (26), for people on sabbatical leave.

E. **Rights Retained.** Every teacher, while on sabbatical leave, shall be considered to be in regular full-time daily attendance in the position from which the sabbatical leave was

taken, during the period of said leave, for the purpose of determining the teacher's length of service and the right to receive increments, as provided by law.

Every person on sabbatical leave shall continue his/her membership in the School Employee's Retirement Fund. The District shall pay into the School Employees' Retirement Fund on behalf of each such teacher on leave, in addition to the contributions required by law to be made of it, the full amount of the contributions required by law to be paid by the teacher as though said teacher were actually in regular full-time daily attendance in the position from which the sabbatical leave was taken so that such teacher's retirement rights shall be in no way affected by such sabbatical leave. The amount of the contribution required to be paid by the teacher shall be deducted from any compensation payable to the teacher while on sabbatical leave.

Nothing in this subdivision of this Article shall be construed to prevent any person on sabbatical leave from receiving a grant for further study from any institution of learning.

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

ARTICLE XIX (19)

LEAVES OF ABSENCE

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

1. A pregnant teacher may continue her work for as long as her health permits her to carry on her duties.

2. During any period of disability caused or contributed to by pregnancy, miscarriages, or abortion, the teacher shall be entitled to use any or all of her accumulated sick days.

3. During the period of disability caused by childbirth, a typical delivery would permit up to 30 sick days to be used for a regular delivery or up to 40 sick days to be used for a C-Section, unless otherwise recommended by the employee’s physician.

4. During the childbearing leave, the teacher shall be entitled to all benefits.

5. Following the termination of the pregnancy, the teacher shall remain on leave until such time as she has regained her health and her physician has certified her fitness to resume her full duties.

6. Prior to her return, the teacher shall supply the District with a physician's certification that her health is satisfactory to permit her to carry out her duties and to verify that, for reasons of health, she was unable to work during the period of absence.

7. Upon return from leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If the position no longer exists, the teacher shall be given another position for which she is properly certified.

8. In the event the pregnancy is terminated in miscarriage, or if the child is stillborn, or dies shortly after birth, the teacher shall reserve the right to cancel childbearing leave on thirty (30) days written notice.

B. **Child Rearing Leave.**

1. Teachers of the Moon Area School District may request and will be granted an unpaid leave of absence of up to one (1) year for any one of the following reasons:

   a. **Adoption of a Child.** Upon thirty (30) days' notice to the Director of Personnel, the teacher shall be provided with a maximum of one (1) year leave of absence. Such leave may be set to coincide with the school term or semester term.

   b. **Birth of a Child.** Upon the birth of a child to a teacher or the spouse of a teacher, the teacher may request a leave of absence for a period of up to one (1) year. Such leave may be set to coincide with the school term or semester term.

   If the requested leave is less than a year, it will not be extended after board approval, unless there is a medical emergency for the mother or child.

2. The above leaves shall be unpaid leaves for all purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the district's participation, if any, in such benefit.

3. In the event the district employs a full-term substitute for the period of childrearing leave, the teacher shall remain on leave for the full period of the leave.

4. Upon return from childrearing leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is properly certified.

5. The period of the childrearing leave shall not be recognized for salary step or service increment credit.

6. In the event the pregnancy is terminated in miscarriage, or if the child is stillborn, or dies shortly after birth, the teacher shall reserve the right to cancel childrearing leave on thirty (30) days written notice.

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

C. **Death of a Spouse.**

1. Upon the death of a spouse, the teacher may request and will be granted a leave of absence for a period of up to one (1) year. Such leave may be set to coincide with the school term or semester term.

2. The above leave shall be an unpaid leave for all purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the district's participation, if any, in such benefit.

3. In the event the district employs a full-term substitute for the period of the leave, the teacher shall remain on leave for the full period of the leave.

4. Upon return from the leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is property certified.

5. The period of leave shall not be recognized for salary step or service increment credit.

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

D. **Disability of a Dependent.**

1. Upon the disability of a dependent as certified by a physician, a teacher may request and will be granted an unpaid leave of absence for up to one (1) year. Such leave may be set to coincide with the school term or semester term.

2. The above leave shall be an unpaid leave for purposes except that the teacher may request that fringe benefits be continued upon payment by the teacher of the district's participation, if any, in such benefit.

3. In the event the district employs a full-term substitute for the period of the leave, the teacher shall remain on leave for the full period of the leave.

4. Upon return from the leave, the teacher shall be returned to the position occupied at the time of commencement of leave, such position being the same assignment,

grade level, and building. If that position no longer exists, the teacher shall be given another position for which he/she is properly certified.

5. The period of the leave shall not be recognized for salary step or service increment credit.

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

E. **Military Service.** The Board shall accord to each teacher who applies for reemployment after conclusion of his/her military service with the United States such reemployment rights as he/she shall be entitled to under the then existing law.

F. **Terms of Office.** Unpaid leaves of absence will be granted for any person serving as an officer in the state or national teacher's organization or serving in an elected or appointed office. This leave will be set to coincide with the term of office. Upon return from leave, the teacher will be returned to the position occupied at the time of commencement of leave, such position being the same assignment, grade level, and building. If the position no longer exists, the teacher shall be given another position for which he/she is properly certified. The period of leave shall not be recognized for salary step or service increment credits.

G. **Additional Unpaid Leaves.** Other unpaid leaves of absence shall be granted for a maximum period of one (1) year, for reasons stated upon an application, in writing, at least forty-five (45) days prior to taking the leave, including, but not limited to, participation in exchange teaching programs in other states, territories, or countries; foreign or military teaching programs; the Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in such program; cultural travel or work programs related to professional responsibilities; study at an accredited college or university reasonably related to the individual's professional responsibilities.

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

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

ARTICLE XX (20)

TEMPORARY LEAVES OF ABSENCE

Types of Leaves. As of the beginning of the school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay:

A. **Personal.** Each teacher shall be annually credited with four (4) personal days and allowed to take up to five (5) personal days. One (1) personal day from each subsequent year may be carried over to the following school year, not to exceed five (5) total personal days in a given school year. The leave may be taken by using one-half day for matters of personal need. In each school year of the contract, a teacher may reply to the electronic request from central office by the last day of school to be reimbursed one-hundred ($150) dollars for relinquishing each unused personal day and may notify the district of intentions to carry one (1) day over to the following year. Such payment will be made in the first July paycheck. Such days that have not been used for personal reasons or relinquished shall be added to the year accumulated sick days of the teacher. An unpaid day(s) may not be taken before or after a personal day(s).

B. **Legal.**

a. Time necessary for legal proceedings, excluding personal matters, if the teacher is required by law to attend.
b. Time necessary for properly summoned jury duty, court order or subpoena.
c. Regular compensation, as reduced by any per diem allowances, will be paid for legal leaves of absence.

C. **Bereavement.** For a period of days listed below, there shall be no deduction in the salary of a teacher in the event of a death of the employee's or spouse's family member(s).

Number of days not to exceed	Employee or Spouse Family Member Category
5 Days	• Spouse • Child • Parent • Brother / Sister • a near relative who resides in the same household, who the teacher has made his/her home with.
3 Days	• Grandparent • Grandchild • Aunt / Uncle • Niece / Nephew

This time is to plan arrangements and to attend the funeral or a memorial service within one (1) year of death. If there are special circumstances, a request may be submitted to Human Resources Director for consideration. The employee shall furnish documentation in a timely manner to receive bereavement leave.

D. **Good Cause.** Other leaves of absence with pay may be granted by the Board upon recommendation of the Administration for reasons including, but not limited to, occupational illness or injury, extended illness, unforeseen emergencies, etc.

ARTICLE XXI (21) [FOR 2025-2026]

TEACHING HOURS

A. **Length of Day.** Elementary teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The Elementary teachers' day shall be from 8:00 A.M. to 3:30 P.M

Middle school teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The Middle School teachers' day shall be from 7:20 A.M. to 2:50 P.M.

High School teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The High School teachers' day shall be from 7:10 A.M. to 2:40 P.M.

At the beginning of the school year, the orientation day will be three (3) hours. When the orientation day is coupled with a one-half (½) day of in-service, the timeline for this day will be 8:00 A.M. to 11:00 A.M. for orientation, 11:00 A.M. to 12:00 P.M. for lunch, and 12:00 P.M. to 3:00 P.M. for in-service.

All in-service days will be from 8:00 A.M. to 3:00 P.M. with a one (1) hour lunch. Teachers attending in-service days will be provided Act 48 credit.

On Fridays and days preceding holidays or vacations, the teachers' day shall end ten (10) minutes after the close of the pupils' day. Holiday shall be defined as a day when school is not in session for students. The length of the teachers' day as herein described shall be seven and one half (7 ½) hours including a thirty (30) minute duty-free lunch that is scheduled during student lunch periods. The teacher may leave the building during this time.

B. **Teaching Load.** The Board and the Association agree that the teacher load shall be as follows: Starting with the 2026-2027 school year, the teaching load for the high school and middle school will change based upon the agreement in the new Article XXI (21).

1. **Elementary.** The daily teaching load shall not exceed an average of three hundred (300) minutes of instruction per day for the week per elementary teacher. No teacher shall be required to supervise the playground.

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

In the event that an insufficient number of elementary teachers volunteer for cafeteria duty, the district may assign such duty to teachers. Such assignments will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.

2. **Middle School.** The regular teaching load for Upper house core content, Encore, and Signature teachers will not exceed five (5) instructional times per day plus one (1) non-instructional pupil contact time consisting of in-school suspension, hall duty, or cafeteria duty. Middle School teachers may volunteer for the student assistance program (M.A.P.S.) or other similar student-centered programs for which teachers have been trained in lieu of the non-instructional pupil contact time. The building principal will select from a list of teachers who have volunteered to serve on the M.A.P.S. or other similar student-centered committee.

   The regular teaching load for 5th grade teachers will consist of two (2) blocks. The 5th grade teachers will not be assigned to a non-instructional pupil contact time.

   The regular teaching load for 6th grade teachers will consist of three (3) blocks. The 6th grade teachers will not be assigned to a non-instructional pupil contact time.

   Lower House core academic teachers will be assigned to advisor base for the first semester. Encore and signature teachers will be assigned to advisor base for the second semester. There will be a transition of no more than five (5) days at the beginning of the first semester and at the beginning of second semester where both teachers assigned to the advisor base will work together to make the transition for the students. Teachers not monitoring an advisor base will not be assigned to any duties. This time shall be considered preparation time and shall not be used for meetings or professional development.

   Upper House Core Academic and Special Education teachers will be assigned an advisor base for the entire school year.

   For the duration of this agreement, the advisor base program will remain before the first instructional time of the day. Advisor base shall meet for a time not to exceed twenty-five (25) minutes during which time a moment of silence, the Pledge of Allegiance, and announcements will be made. During this time, attendance will be taken, distribution of district papers will be given and State mandated programs will be implemented. The State mandated program will not exceed two (2) days of the advisor base time.

At the beginning of each school year of this agreement for a period not to exceed five (5) student days, advisor base/homeroom time will be used for student orientation and grade level meetings.

The advisor base structure may be changed by mutual agreement of the Administration and Association. Changes may be made to adjust the advisor base/homeroom period to better accommodate the needs of the middle school program. These changes will be the result of input provided by the Administration and teachers in the middle school.

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

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

When there are no fractional positions in a subject area/department, a teacher may be assigned to teach a sixth (6^{th}) instructional time in lieu of a non-instructional duty. Teachers with five (5) teaching instructional time's will be given the opportunity to accept the additional instructional time based upon seniority. If there are no volunteers, the least senior certified teacher will be assigned to teach the sixth (6^{th}) instructional time. Furthermore, when the assignment is not voluntary, the teacher assigned cannot have more than three (3) preparations. No more than four (4) teachers in a department that has six (6) or more teachers may be assigned to a sixth (6th) instructional time in any school year. No more than three (3) teachers in a department that has four (4) or five (5) teachers may be assigned to a sixth (6th) instructional time in any school year. No more than two (2) teachers in a department that has three (3) or fewer teachers may be assigned to a sixth (6th) instructional time in any school year. A middle school teacher with a sixth instructional time may be required to teach four (4) consecutive subject area instructional times. When the number of additional classes/sections exceeds four (4) instructional times in departments with six (6) or more teachers, three (3) instructional times in departments with four (4) or five (5) teachers, or two (2) instructional times in smaller departments, a fractional position or full-time position will be created. Every effort will be made to ensure that no teacher will be assigned six (6) instructional times in more than two consecutive years, unless the teacher voluntarily accepts the sixth (6th) instructional time in successive years with compensation.

If a teacher(s) within a department is scheduled for a sixth (6th) instructional time, the teacher(s) will be compensated at a rate of $2,250 per semester.

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

For the duration of this Agreement, the District will not suspend any teacher as a result of any teacher instructing a sixth (6th) instructional time.

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

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

Homeroom may be held at the beginning of the school day for the first five (5) days of school in order to distribute materials and hold grade-level meetings. For the remainder of the school year, homeroom will meet every Wednesday for thirty (30) minutes following first student instructional time. Homeroom may meet for activity time up to two (2) Wednesdays per month, with the exception of September and June. Students may leave their homerooms for the remaining Wednesdays each month to participate in tutor time.

Also, a principal may schedule additional homeroom times when he/she deems appropriate. (i.e.-the distribution of important information or report cards, etc.).

Homerooms will be assigned on a rotating basis. Teachers may be assigned a homeroom for a maximum of four (4) consecutive years followed by one year with no homeroom assignment. Homeroom structure may be changed by mutual agreement of the Administration and Association.

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

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

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

When there are no fractional positions in a subject area/department, a teacher may be assigned to teach a sixth (6^{th}) instructional time in lieu of a non-instructional

duty. Teachers with five (5) teaching instructional time's will be given the opportunity to accept the additional instructional time based upon seniority. If there are no volunteers, the least senior certified teacher will be assigned to teach the sixth (6^{th}) instructional time. Furthermore, when the assignment is not voluntary, the teacher assigned cannot have more than three (3) preparations. No more than four (4) teachers in a department that has six (6) or more teachers may be assigned to a sixth (6th) instructional time in any school year. No more than three (3) teachers in a department that has four (4) or five (5) teachers may be assigned to sixth (6th) instructional time in any school year. No more than two (2) teachers in a department that has three (3) or fewer teachers may be assigned to a sixth (6th) instructional time in any school year. A teacher with a sixth instructional time may be required to teach four (4) consecutive subject area classes/sections. When the number of additional instructional times exceeds four (4) instructional times in departments with six (6) or more teachers, three (3) instructional times in departments with four (4) or five (5) teachers, or two (2) instructional times in smaller departments, a fractional position or full-time position will be created. Every effort will be made to ensure that no teacher will be assigned six (6) instructional times in more than two consecutive years, unless the teacher voluntarily accepts the sixth (6th) instructional time in successive years with compensation.

If a teacher(s) within a department is scheduled for sixth (6th) instructional time, the teacher(s) will be compensated at a rate of $2,250 per semester.

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

For the duration of this Agreement, the District will not suspend any as a result of any teacher instructing a sixth (6) instructional time.

The High School cafeteria will be staffed with a maximum of four (4) teachers for each lunch period. Teachers may voluntarily supervise cafeteria activities. In the event that an insufficient number of teachers volunteer for cafeteria duty, the district may assign such duty to teachers. Such assignment will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.

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

than three (3) instructional preparations will be compensated at a rate of $1,000 per extra instructional preparation per year.

D. **Preparation Time.**

1. **Elementary.** Elementary teachers shall, in addition to their duty-free lunch period and the thirty (30) minutes prior to the opening of the pupil day, except as identified in Article XXI (21), Section E, and fifteen (15) after the close of the pupil day, have daily preparation time during which they are not to be assigned to any other duties for a minimum of fifty (50) minutes. If possible the fifty (50) minutes will be consecutive. If the fifty (50) minutes must be broken into component parts, one part must consist of a minimum of thirty (30) minutes.

2. **Middle School.** Middle School teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, be provided individual and team planning time, each equal to a normal forty-two (42) minute instructional time, during which they will not be assigned other duties.

   5th and 6th grade middle school teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, be provided individual and team planning periods, each equal to or not less than forty-two (42) minutes, during which they will not be assigned other duties.

3. **High School.** High School teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, have a daily preparation time equal to a normal instructional time, during which they will not be assigned to other duties.

4. **Student Release Time.** Students will be released to their classrooms five (5) minutes prior to the beginning of their school day unless waived by mutual agreement between the District and Association.

E. **Meetings.** For the efficient administration of the District and when subjects are to be discussed which are necessary to the day-to-day operation of classroom programs and/or professional development programs, teachers may be required to attend meetings for up to forty-five (45) minutes per day, up to two (2) times per week, Monday through Thursday. Said meetings will be held prior to the start of the student day at the elementary and middle school levels and after the end of the student day at the secondary level. No meetings will be held on Fridays or any other day preceding a holiday as defined in Article XXI (21), Section A. The purpose of such meetings will be at the discretion of the building principal or his/her designee. The District will provide Act 48 credit for any training/professional development time that accumulates for a minimum of one hour as set forth within the PDE guidelines. Every effort will be made to consult with the teachers involved to determine suitable dates for the meetings; and where

appropriate, specific days of the week may be established for regularly scheduled meetings. Teachers will be notified of the subject matter of the meetings, meeting dates, and times with a minimum of two (2) days' notice. Teachers will not be required to complete and submit written paperwork or agendas for meetings other than at department or grade-level meetings held by a department head or coordinator. Teachers will not be required to develop and present content at meetings but may do so voluntarily. It is further recognized that in the cases of new or extraordinary programs, special curriculum discussions, or other matters of an extraordinary nature, teachers may be asked to attend additional meetings on a voluntary basis.

It is understood that teachers will not be required to attend meetings every day that is available for meetings as outlined above. The intent of Article XXI (21), Section E is to provide flexibility for the Administration when scheduling meetings. Administration will be cognizant of times during the year when there are greater demands on the teachers' time, such as the end of grading periods, and will try to avoid scheduling meetings during these times.

F. **Class Size.** The District and Association agree that class size has an impact on the quality of instruction, and while the following numbers represent absolute maximums, every effort will be made by the district to keep class size/student to teacher ratios as small as possible and within PDE guidelines.

1. **Class Size Limitations.**

   a. Kindergarten – The maximum class size shall be twenty-three (23) students.

   b. The maximum class size for grades 1 and 2, and 3 shall be twenty-six (26) students.

   c. The maximum class size for grades 4 and 5 shall be twenty-eight (28) students.

   d. The maximum class size for grades 6 – 12 shall be thirty (30) students.

2. **Enrollment Data.** The District shall adhere to the above class size limitations based upon current enrollment data as of July 15 of each year. Documentation shall be provided to the Association by July 15 verifying that the numbers are in compliance.

3. **Exceptions.** Some classes will be limited to numbers that are lower than the maximums listed in Subsection 1 because of the physical limitations of the classroom. Examples of this include, but are not limited to, number of computers, lab stations, or workstations in a room.

The maximums listed in Subsection 1 may be exceeded in physical education and/or if a teacher needs a group of students larger than the numbers identified above for their program. Examples of this may include, but are not limited to, performing groups such as chorus or band.

If a specials teacher at the elementary level is forced to take on a split bubble class, they will be compensated at the rate of One Thousand Dollars ($1,000) for that school year.

The district may exceed the maximums listed in Subsection 1 as a result of new students enrolling into the District after July 15th. It is understood that students enrolling after the date established Article XXI (21).F.2 shall be enrolled in the closest elementary with availability under the class size limitations or building best appropriated by the district's options.

4. **Equity.** At the Elementary level, the Administration will make every effort when scheduling to balance classrooms within each grade level by academic and/or behavioral needs of the students. Inclusion classes at the elementary level will be assigned on a rotational basis unless otherwise mutually agreed upon by the grade level teachers. Inclusion classes will be defined as, but not limited to, students with academic and behavioral needs including speech IEP's.

   At the Secondary level, the Administration will make every effort when scheduling to balance students among teams and between each section of the same course by academic and/or behavioral needs of the students.

G. **FID/Remote Learning Instructional Expectations**

1. On any declared FID or Remote Learning Day (RLD), all professional staff shall follow the District-approved FID/RLD schedule which is posted on the District website and provide instruction via the District's learning management system (e.g., Microsoft Teams).

2. Teachers will provide live instruction for a portion or all of the scheduled class periods. Teachers will begin each class on time, engage students in the lesson through instruction, activities, or assignments, and remain available for the entire scheduled period. If a FID or RLD is held due to power outages or any other unplanned event making any form of live instruction not possible, the District will utilize the written and/or downloaded assignments given to the students in the beginning of the year as their instructional day, per state requirements.

3. Student engagement through participation, responses, and interactive learning activities is expected and shall be encouraged.

4. Teachers are responsible for assigning and posting all lesson materials and assignments.

5. Teachers shall monitor submission of assignments and take attendance accordingly, in alignment with District procedures.

6. Instruction provided during FID and Remote Learning Days shall incorporate all relevant accommodations and modifications as outlined in students' Individualized Education Plans (IEPs) or 504 Plans.

7. In the event of a technological issue preventing a teacher from delivering live instruction, the teacher must immediately notify their building principal.

8. Teachers shall maintain professional conduct and attire while on camera during virtual instruction.
9. If needed, teachers will enter any absence taken into the District management system as they normally would on a regular instructional day. If a day is taken, teachers will notify their building principal, and students and/or families to inform them that there will not be live instruction and to complete assignments given to them independently.

10. You will be notified from the district where to report for the FID/Remote Learning Day due to the reason why the cancellation occurred.

ARTICLE XXI (21) [FOR 2026-2032]

TEACHING HOURS

A. **Length of Day.** Elementary teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The Elementary teachers' day shall be from. 8:10 A.M. to 3:40 P.M.

Middle school teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The Middle School teachers' day shall be from 7:30 A.M. to 3:00 P.M.

High School teachers shall report to their respective assignments before the opening of the pupils' school day and shall be permitted to leave after the close of the pupils' school day during which time teachers will not be assigned to any duties. The High School teachers' day shall be from 7:10 A.M. to 2:40 P.M.

At the beginning of the school year, the orientation day will be three (3) hours. When the orientation day is coupled with a one-half (½) day of in-service, the timeline for this day will be 8:00 A.M. to 11:00 A.M. for orientation, 11:00 A.M. to 12:00 P.M. for lunch, and 12:00 P.M. to 3:00 P.M. for in-service.

All in-service days will be from 8:00 A.M. to 3:00 P.M. with a one (1) hour lunch. Teachers attending in-service days will be provided Act 48 credit.

On Fridays and days preceding holidays or vacations, the teachers' day shall end ten (10) minutes after the close of the pupils' day. Holiday shall be defined as a day when school is not in session for students. The length of the teachers' day as herein described shall be seven and one half (7 ½) hours including a thirty (30) minute duty-free lunch that is scheduled during student lunch periods. The teacher may leave the building during this time.

B. **Teaching Load.** The Board and the Association agree that the teacher load shall be as follows:

1. **Elementary.** The daily teaching load shall not exceed an average of three hundred (300) minutes of instruction per day for the week per elementary teacher. No teacher shall be required to supervise the playground.

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

   In the event that an insufficient number of elementary teachers volunteer for cafeteria duty, the district may assign such duty to teachers. Such assignments will be made on a rotating basis and not be assigned in an arbitrary, capricious or discriminatory fashion.

2. Middle School

a. **Teaching Load**
   Middle school teachers shall be assigned to teach six (6) instructional class periods per day as part of their standard teaching responsibilities. This adjustment from the previous five (5) instructional periods is designed to support smaller class sizes and to increase student access to study skills, enrichment, and remediation opportunities.

b. **Grade-Level Assignments**
   All middle school teachers will remain within their current grade level. However, subject assignments may be adjusted as needed to create a more manageable workload for staff.

c. **Team Planning and Duty Period**
   Team planning shall remain, in some capacity, a component of the middle school model and will be maintained to support collaboration, student support, and instructional planning. In addition, middle school teachers may be assigned one (1) duty period if necessary to meet the needs of the middle school model. The structure, frequency, and duration of team planning time and duty assignments will be reviewed and evaluated by building administration, with the goal of

meeting the evolving needs of students and maintaining an equitable workload for all staff. Team planning may be implemented on a rotating basis with other duty assignments and responsibilities.

d. **Implementation and Review**
The transition to a six-period teaching schedule shall be reviewed by administration and the union leadership to assess the impact on instructional quality, staff workload, and student outcomes, and requires mutual agreement by the parties.

3. **High School**

a. **Teaching Load**
High school teachers shall be assigned to teach six (6) instructional class periods per day as part of their standard teaching responsibilities. This adjustment from the previous five (5) instructional periods supports smaller class sizes and expands student access to enrichment and remediation opportunities.

b. **Departmental Assignments**
All high school teachers will remain within their current departments, even with the addition of a sixth class. This change will lead to smaller class sizes and increased access for students.

c. **Implementation and Review**
The transition to a six-period teaching schedule shall be reviewed by administration and the union leadership to assess the impact on instructional quality, staff workload, and student outcomes, and requires mutual agreement by the parties.

4. Middle and High School Collaboration with Special Education Department
The District recognizes the importance of providing Special Education teachers with adequate time to complete responsibilities related to Individualized Education Programs (IEPs), including writing, meetings, and compliance documentation. The Administration will work collaboratively with the Special Education Department to ensure that time for these responsibilities is scheduled appropriately and considered when making teaching, planning, and duty assignments.

*A generic middle school and high school schedule will be developed and shared with departments by the end of the first semester, prior to the completion of the final master schedule.

C. **Number of Preparations.** Middle school and high school teachers shall not be required to teach more than two (2) subject areas or three (3) instructional preparations unless they so volunteer. For the purpose of this section, subject areas shall be defined as areas of

certification, and instructional preparation shall be interpreted to mean any teaching assignment for which a different text or different course of study is used. The district shall be entitled to assign no more than two (2) preparations limited to one (1) subject area to special education teachers every instructional time (excluding life skills), provided that the District will attempt to equitably allocate the preparations/subject areas taught by special education teachers. High School and Middle School teachers asked to teach more than three (3) instructional preparations will be compensated at a rate of $1,000 per extra instructional preparation per year.

D. **Preparation Time.**

Any recommended or referenced teaching minutes apply only to regularly scheduled full school days and shall not include two-hour delays, early dismissals, or other modified schedules.

1. **Elementary.** Elementary teachers shall, in addition to their duty-free lunch period except as identified in Article XXI (21), Section E have daily time of forty-five (45) total minutes to be divided between before and after students arrive and depart. And an additional fifty (50) total minutes within the student day, during which they are not to be assigned to any other duties, one part of which must consist of a minimum of thirty (30) consecutive minutes.

2. **Middle School.** Middle School teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, be provided daily individual planning time, equal to a normal instructional time of not fewer than forty-two (42) consecutive minutes during which they will not be assigned other duties. Team planning time shall be determined as per this article, B. 3. C, Middle School Team Planning and Duty Period above.

   5th and 6th grade middle school teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, be provided daily individual planning periods, equal to or not fewer than forty-two (42) consecutive minutes, during which they will not be assigned other duties. Team planning time shall be determined as per this article, B. 3. C, Middle School Team Planning and Duty Period above.

3. **High School.** High School teachers shall, in addition to their duty-free lunch period and the time before and after the pupil day, except as identified in Article XXI (21), Section E, have a daily preparation time equal to a normal instructional time of not fewer than forty-two (42) consecutive minutes, during which they will not be assigned to other duties.

4. **Student Release Time.** Students will be released to their classrooms five (5) minutes prior to the beginning of their school day unless waived by mutual agreement between the District and Association.

E. **Meetings.** For the efficient administration of the District and when subjects are to be discussed which are necessary to the day-to-day operation of classroom programs and/or professional development programs, teachers may be required to attend meetings for up to forty-five (45) minutes per day, up to two (2) times per week, but not more than twenty (20) minutes before or after the regular work day, Monday through Thursday. Said meetings will be held prior to the start of the student day at the elementary and middle school levels and after the end of the student day at the secondary level. No meetings will be held on Fridays or any other day preceding a holiday as defined in Article XXI (21), Section A. The purpose of such meetings will be at the discretion of the building principal or his/her designee. The District will provide Act 48 credit for any training/professional development time that accumulates for a minimum of one hour as set forth within the PDE guidelines. Every effort will be made to consult with the teachers involved to determine suitable dates for the meetings; and where appropriate, specific days of the week may be established for regularly scheduled meetings. Teachers will be notified of the subject matter of the meetings, meeting dates, and times with a minimum of two (2) days' notice. Teachers will not be required to complete and submit written paperwork or agendas for meetings other than at department or grade-level meetings held by a department head or coordinator. Teachers will not be required to develop and present content at meetings but may do so voluntarily. It is further recognized that in the cases of new or extraordinary programs, special curriculum discussions, or other matters of an extraordinary nature, teachers may be asked to attend additional meetings on a voluntary basis.

It is understood that teachers will not be required to attend meetings every day that is available for meetings as outlined above. The intent of Article XXI (21), Section E is to provide flexibility for the Administration when scheduling meetings. Administration will be cognizant of times during the year when there are greater demands on the teachers' time, such as the end of grading periods, and will try to avoid scheduling meetings during these times.

F. **Class Size.** The District and Association agree that class size has an impact on the quality of instruction, and while the following numbers represent absolute maximums, every effort will be made by the district to keep class size/student to teacher ratios as small as possible and within PDE guidelines.

1. **Class Size Limitations.**

   a. Kindergarten – The maximum class size shall be twenty-three (23) students.

   b. The maximum class size for grades 1 and 2, and 3 shall be twenty-six (26) students.

c. The maximum class size for grades 4 and 5 shall be twenty-eight (28) students.

d. The maximum class size for grades 6 – 12 shall be thirty (30) students.

2. **Enrollment Data.** The District shall adhere to the above class size limitations based upon current enrollment data as of July 15 of each year. Documentation shall be provided to the Association by July 15 verifying that the numbers are in compliance.

3. **Exceptions.** Some classes will be limited to numbers that are lower than the maximums listed in Subsection 1 because of the physical limitations of the classroom. Examples of this include, but are not limited to, number of computers, lab stations, or work stations in a room.

The maximums listed in Subsection 1 may be exceeded in physical education and/or if a teacher needs a group of students larger than the numbers identified above for their program. Examples of this may include, but are not limited to, performing groups such as chorus or band.

If a specials teacher at the elementary level is forced to take on a split bubble class, they will be compensated at the rate of One Thousand Dollars ($1,000) for that school year.

The district may exceed the maximums listed in Subsection 1 as a result of new students enrolling into the District the after July 15th. It is understood that students enrolling after the date established in Article XXI (21).F.2 shall be enrolled in the closest elementary with availability under the class size limitations or building best appropriated by the district's options.

4. **Equity.** At the Elementary level, the Administration will make every effort when scheduling to balance classrooms within each grade level by academic and/or behavioral needs of the students. Inclusion classes at the elementary level will be assigned on a rotational basis unless otherwise mutually agreed upon by the grade level teachers. Inclusion classes will be defined as, but not limited to, students with academic and behavioral needs including speech IEP's.

At the Secondary level, the Administration will make every effort when scheduling to balance students among teams and between each section of the same course by academic and/or behavioral needs of the students.

G. **FID/Remote Learning Instructional Expectations**

1. On any declared FID or Remote Learning Day (RLD), all professional staff shall follow the District-approved FID/RLD schedule which is posted on the District

website and provide instruction via the District's learning management system (e.g., Microsoft Teams).

2. Teachers will provide live instruction for a portion or all of the scheduled class periods. Teachers will begin each class on time, engage students in the lesson through instruction, activities, or assignments, and remain available for the entire scheduled period. If a FID or RLD is held due to power outages or any other unplanned event making any form of live instruction not possible, the District will utilize the written and/or downloaded assignments given to the students in the beginning of the year as their instructional day, per state requirements.

3. Student engagement through participation, responses, and interactive learning activities is expected and shall be encouraged.

4. Teachers are responsible for assigning and posting all lesson materials and assignments.

5. Teachers shall monitor submission of assignments and take attendance accordingly, in alignment with District procedures.

6. Instruction provided during FID and Remote Learning Days shall incorporate all relevant accommodations and modifications as outlined in students' Individualized Education Plans (IEPs) or 504 Plans.

7. In the event of a technological issue preventing a teacher from delivering live instruction, the teacher must immediately notify their building principal.

8. Teachers shall maintain professional conduct and attire while on camera during virtual instruction.

9. If needed, teachers will enter any absence taken into the District management system as they normally would on a regular instructional day. If a day is taken, teachers will notify their building principal, and students and/or families to inform them that there will not be live instruction and to complete assignments given to them independently.

10. You will be notified from the district where to report for the FID/Remote Learning Day due to the reason why the cancellation occurred.

H. **Furloughs.** No teacher will be furloughed solely as a result of the addition of a sixth instructional period. Furloughs would only occur for "economic reasons" as set forth in 11-1124. This clause in no way impedes the District from reducing the staff through attrition.

ARTICLE XXII (22)

TEACHER WORK YEAR

A. **School Work Year.**

1. The district may convert one (1) student day to an Act 80 day at its discretion. The school work year for teachers will be the following:

    - 180 student days
    (The last student school day will be a half day provided the district has met the state required number of hours. If the final day cannot be made a half day, one-half of a non-student day will be eliminated.)
    - 1 clerical day – beginning of the school year
    - 1 clerical day – end of 1st semester
    - ½ clerical day – end of the year (Last student day)
    - 7 total in-service days: Minimum of 1 virtual day
        1. Opening Day (½ orientation + ½ in-service)
        2. 6 full days
    - ½ Open House

    All in-service days will be held from 8:00 a.m. to 3:00 p.m. with a one-hour lunch. In-service days that are entirely virtual across the district may be attended virtually by teachers.

    Teachers may complete clerical work remotely at their discretion on designated clerical days, provided they meet the required expectations and deadlines.

    For teachers new to the system, three (3) additional orientation days shall be required prior to the beginning of the school year. Of the three orientation days, a half day will be set aside for MEA orientation unless voluntarily relinquished by the MEA. A teacher work year shall consist of no more than one hundred ninety (190) days unless new to the district. The district may offer additional flex days based upon opportunities provided outside of the normal work hours.

2. Teachers shall not be required to report for work when school has been canceled for students due to inclement weather. In such cases, teachers shall suffer no loss of compensation. In addition, teachers shall not be reduced in salary for reporting late due to inclement weather or other unforeseeable circumstances beyond the teacher's control where a reasonable explanation is provided for such lateness.

3. FID/Remote Learning Days shall count as regular instructional days and shall not alter the approved school calendar. Teachers will be expected to provide instruction and engage students in accordance with the procedures set forth in Article XXI, G.

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

During the term of this Agreement, requests for extended contracts by high school and middle school counselors will be granted up to a maximum of ten (10) days per school year. The counselor will be paid on a per diem basis. The days will be mutually agreed upon by the Administration and the counselors on or before the last day of the school year. Requests for extended workdays shall be approved by the Superintendent or the Superintendent's designee.

District nurses may request up to three (3) days of extended time. Nurses will receive release time from duty during non-student workdays for each day granted for extended time.

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

Extended contract procedures:

1. Those teachers applying for extended days will submit his/her request, in writing, to both their immediate supervisor and the Superintendent.
2. The written request should reflect the number of extended contract days along with the details of the work to be addressed/completed during the requested days.
3. The written request should be submitted to the building principal and the Superintendent on or before the last day of the school year.
4. The Superintendent or his/her designee will notify the building principal and the teacher with a decision in writing. Should days be denied, a reason will be given.

ARTICLE XXIII (23)

TEACHER PROTECTION / SAFE SCHOOLS

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

A. **Leave.** When absence from duties or disability arises because of an injury incurred by the teacher while acting in the discharge of his/her duties, the teacher shall not suffer any

loss of pay or other teacher benefits during the period of time necessary for the teacher to recover. No loss of time incurred under this Article will be deducted from the teacher's accumulated sick leave.

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

B. **Personal Injury Leave.** When absence from duties or disability arises because of an injury incurred by the teacher while acting in the discharge of his/her duties the teacher shall be entitled to receive full salary and benefits for the period of disability. The district will pay full salary and, in cases where the employee is qualified, the employee must apply for workers' compensation and is required to endorse over to the district the workers' compensation payments received for the entire period of the disability. Any loss of workdays due to the result of the discharge of the teacher's duties shall not be charged against the employee accumulated sick leave days. The district reserves the right to require certification of the disability by a physician of the district's choice.

If a claim of an employee is denied by workers' compensation, the provisions of this article shall be null and void. If the employee has engaged in willful misconduct, reckless conduct, or persistent negligence, with respect to the event that produced the physical injuries, the leave shall not be granted.

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

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

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

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

D. Reimbursement for Medical, Surgical, and Hospital Services. The Board shall reimburse any teacher for the cost of medical, surgical, or hospital services, less the amount of school insurance protection payments, incurred as a result of any injury

sustained in the course of duties as a teacher. Such payment will be made within forty-five (45) days of the application for payment.

E. **Use of Vehicle.** During the workday if a teacher is required to use his/her vehicle in the performance of his/her duties, the Board will pay the teacher twenty-five dollars ($25) for insurance costs per each year of the Agreement.

F. **Board Assistance in Cases of Assault.** If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault in connection with his/her employment, such teacher may request that the Board provide him/her with counsel to represent him/her in such proceedings. If the Board does not provide him/her such counsel and the teacher prevails in the proceeding, then the Board shall reimburse the teacher for counsel fees incurred by him/her in his/her defense.

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

The assaulted teacher shall be provided the following:

1. The teacher may request that the Board provide him/her with counsel to initiate criminal assault proceedings against the one committing the assault.

2. If the Board does not provide him/her with such counsel and the proceedings result in the final determination of the guilt of the one committing the assault, then the board shall reimburse the teacher for counsel fees incurred by him/her in initiating such proceedings.

3. The Board shall reimburse teachers for damage to or destruction of clothing or other personal property of the teacher, provided:

    a. Such damage or destruction occurred while the teacher was acting in the performance of his/her duties or in connection with his/her employment.

    b. Such damage or destruction was caused by student assault or other student disturbance.

    c. Such reimbursement shall only be made to the extent that the damage or destruction is not otherwise reimbursed by insurance.

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

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

I. **Training.** The District shall provide appropriate training on how to deal with violent and disruptive students.

J. **Discipline Policy.** The District shall provide each teacher with an updated electronic copy of the policies and procedures relating to student discipline on the first day of school of each school year.

K. **Emergency Procedures.** Each building shall have an evacuation procedure and procedures for emergencies involving threats of violence or acts of violence. Teachers shall be provided with an electronic copy of the procedures on the first day of the school year. Teachers shall be instructed in the emergency procedures during an in-service day prior to the beginning of each student school year.

L. **Information.** All teachers will be informed of any threat of violence or assault of a teacher by a student in their building on an as needed basis and within the limits of the law. In addition, any student that may pose a significant risk to the safety or well-being of that student, other students, or members of the school community will be identified to the staff within the limits of the law.

ARTICLE XXIV (24)

ILLNESS OR DISABILITY

A. **Accumulative Sick Leave Days.** On the opening day of the school year, each teacher shall be credited with a ten (10) day sick leave allowance. The unused portion of such allowance shall accumulate from year to year without limitation. During any school year, a teacher may convert no more than twenty (20) sick leave days to be used for family sickness emergencies. If a teacher retires or resigns their position with the district prior to the end of the school year, sick days will be prorated on a monthly basis beginning with two days in September and one additional day at the start of each month.

B. **Extended Sick Leave.** Extended sick leave, for the purpose of providing additional coverage and providing financial assistance after the exhaustion of individual annual and or accumulated sick leave and personal days, will be available only in the event of a debilitating illness or catastrophic illness proving ruinous to the ability to perform work

duties and evidenced by medical certification or quarantined by order of the health department.

For the purpose of this agreement, debilitating illness is defined as an acute or prolonged illness considered to be life threatening or with the threat of serious residual disability. Catastrophic illness is defined as a prolonged illness which seriously affects someone's strength or ability to carry on with regular daily activities.

After a teacher's accumulated sick leave and personal days are exhausted in any school year and five (5) additional consecutive workdays of absence elapse because of sickness or accident for which no pay is received and the absence continues for same illness or accident, the district will extend sick leave pay for an additional thirty (30) consecutive working day. The district may require the teacher to provide timely certification from his/her health care provider as to matters related to eligibility for commencement, continuance, and return from leave. A teacher may use extended sick leave no more than two (2) times over the lifetime of the contract.

Childbearing and childrearing leave as described in Article XIX (19), sub, (A) and (B) shall not be considered for extended sick leave.

An employee may be denied extended sick leave due to a lack of proper certification or a potential for extended sick leave abuse.

Extended sick leave may not be approved to cover intermittent absences.

C. **Leave of Absence.** A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick leave and personal days available shall be granted a leave of absence upon request as per the Family Medical Leave Act. After exhausting the above leaves, all insurance benefits provided for the terms and conditions of this Agreement will remain in full effect, at the teacher's costs, for the duration of the school year in which the leave of absence commences. Premium payments due from the teacher are to be remitted on or before the tenth (10^{th}) day of the month preceding the month of coverage.

D. **Contagious Diseases.** In accordance with Section 1153, Public School Code: "When a Board of School Directors is compelled to close any school or schools because of contagious diseases, the school district shall be liable for the salaries of the teachers of said school or schools for the terms for which they were engaged."

E. **Notification of Accumulation of Sick Leave.** Teachers shall be given a written account of accumulated sick leave days no later than September 30th of each school year.

F. **FMLA.** Refer to Article XIX (19).

G. **Direct Sick Leave Donation.** When a teacher has exhausted all their personal and sick leave, teacher(s) may opt to directly donate up to ten (10) sick days during any school

year. The recipient may receive a maximum of twenty (20) days per year. These days must be used by the recipient during the school year that the donation occurred. The recipient will only be eligible to use this Direct Sick Leave every other year of the contract. Any days that were not used by the end of the school year will be returned to the teacher who made the original donation. If a teacher would like to make a donation, they must contact the Human Resource Director to obtain the required document for signature.

ARTICLE XXV (25)

PROFESSIONAL AND EDUCATIONAL DEVELOPMENT

A. **Payment for Education.**

1. The Board agrees to pay the cost of graduate credits for courses that develop the teacher professionally, educationally, or are of benefit to the District's educational program. Graduate credits for professional and educational development courses will be reimbursed to a maximum rate of $750 per credit. Reimbursement will only be provided within the first 6-years of district employment and no more than 36 credits can be reimbursed during that period of time. Reimbursement will however be provided to all employees in the event that training is required by the district or state for teachers to continue to hold a current position.

2. The above credits must be earned through either, directly by an accredited college or university campus, or through the NEA Micro credentials credits awarded through Penn-West. Any other correspondence courses are not acceptable. With the exception of the Penn-West, NEA Micro credentials, courses completed through correspondence, credit transfer arrangements, or similar programs where the instruction is not directly provided by the university itself are not acceptable for credit or reimbursement and only courses taught and fully accredited by the university offering the credits will be recognized, unless otherwise approved by the superintendent or their designee.

3. The school year shall be defined as the time between September 1 of any given year and August 31 of the following year.

4. Payments shall be made upon completion of the graduate courses and receipt of transcript, or grade sheet denoting a passing grade in a pass/fail course or a grade of “B” or higher, receipted invoice, and required office forms.

5. All such payments shall be made within forty-five (45) days following submission of all required forms, transcripts or grade sheets, and receipted invoice.

6. In the event a teacher voluntarily terminates employment, other than for health, within three years of payment for such graduate credits, the teacher shall reimburse all such payments at the following rates:

Full School Years of Service to the District after Reimbursement	Employee to District Reimbursement Rates
0-1 Year	100%
2 Years	66%
3 Years	33%

B. **Continuing Professional Education.**

The parties agree to implement the full extent of Act 48 of 1999.

ARTICLE XXVI (26)

INSURANCE PROTECTION

A. **Health Care Insurance Policy.** The Board shall provide to the teacher and his/her dependents, the Standard Health Maintenance Organization Insurance Plan (HMO/EPO) as provided by the Allegheny County Schools Health Insurance Consortium (ACSHIC). Teachers electing to retain the indemnity plans provided by ACSHIC or the Standard PPO Health Insurance Plan will be required to pay the total cost difference between the Standard Health Maintenance Organization Insurance Plan (HMO/EPO) and the Standard PPO Health Insurance Plan or the indemnity coverage. All members of the bargaining unit will be required to pay the district a monthly premium contribution. Deductions will be made from the second paycheck of each month as follows:

Maximum of a 10% Annual Premium Increase

2025 – 2026: 11.0%
2026 – 2027: 11.0%
2027 – 2028: 11.0%
2028 – 2029: 11.0%
2029 – 2030: 11.0%
2030 – 2031: 11.0%
2031 – 2032: 11.0%

Teachers shall be given at least an annual option to change from the Health Maintenance Organization Plan (HMO/EPO) to the PPO Plan or the Indemnity Plan or vice versa.

In the event that the District is mandated to provide an alternative health insurance plan other than the one provided for in this Agreement, through a state-wide system or other government mandate, the District and Association agree to meet to determine a mutually agreeable plan of action to enhance insurance benefits for teachers should there be any premium savings generated by the mandate.

Additionally, the district will provide teachers access to purchase supplemental insurance from a provider agreed upon by the district and the association (e.g. AFLAC). Such

supplemental insurance will be paid for by the employee through an annual enrollment opportunity and monthly deductions, both of which will be managed by the district.

B. **Retirement Health Care Insurance.** The Board shall provide for the continuance of the previously stated health-care insurance for the individual teacher after retirement for any employee retiring from MASD, who has at least 15 years of service with the district and is a minimum age of 55 years. Retirement Health Care Insurance shall remain in force until the retiree becomes eligible for a government provided plan. Eligible employees must give the district 60 days prior notice of their retirement date. The required 60 day notice can be waived upon mutual agreement by the District and MEA. The retiring teacher will pay one hundred ($100) dollars per month to the district for insurance. This amount may increase or decrease as dictated by the amount of the P.S.E.R.S. annuitants health care supplemental support reimbursement to the retired teacher. Any retiring teacher may continue at his/her expense medical insurance for his/her dependents presently carried by the Moon Area School District. Premiums for such insurance shall be submitted to the Director of Fiscal and School Services before the tenth (10^{th}) of the month preceding the month of coverage.

The district will contribute the following towards medical coverage, at a maximum of seven (7) years for the spouse and ten (10) years for the retiree:

Year 1 of Retirement	100% of cost minus premium assistance
Year 2 of Retirement	90% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 3 of Retirement	80% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 4 of Retirement	70% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 5 of Retirement	60% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 6 of Retirement	40% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 7 of Retirement	30% of spousal cost minus premium cost difference from Year 1 and 100% of individual cost minus premium assistance
Year 8 of Retirement	100% of individual cost minus premium assistance
Year 9 of Retirement	100% of individual cost minus premium assistance
Year 10 of Retirement	100% of individual cost minus premium assistance

Once the retiree is eligible for a government provided health plan, all dependents' health coverage, regardless of age, is terminated from the district's health benefits.

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

In the event that Article XXXI (31) C shall apply to the provisions of this section, the parties agree to reopen section B within thirty (30) days to renegotiate the provisions to comply with the law.

C. **Life Insurance.** Term Life Insurance coverage in the amount of fifty thousand dollars ($50,000) shall be provided for each teacher for the term of this Agreement. Said insurance is to contain an accidental death and dismemberment rider. Teachers may make arrangement for additional amounts by assuming the responsibility for additional premium costs.

D. **Dental Insurance.** The Board will provide full dental care coverage for the teacher and his/her dependents by United Concordia Flex Plan.

E. **Vision Care.** The vision care insurance provided will be the expanded coverage provided within the current Vision Benefits of America and may be purchased through the ACSHIC so long as it is identical or better coverage than that provided by the Group 681 Plan at no additional premium cost to the teacher.

F. **Waiver of Insurance Benefits.** A teacher covered under any other person's medical insurance program is eligible for an annual stipend until retirement. Notification to participate in this waiver must during the open enrollment period. In the event that both spouses are employed by the school district, annual stipend will be contingent upon both teachers being hired prior to June 30th, 2016.

1. Should the teacher request, in writing, to drop all medical coverage (including dental and Vision insurance) with the Moon Area School District, the teacher will be entitled to an annual stipend equal to thirty percent (30%) of the yearly premium applicable in each year of this Agreement**.**

2. Should the teacher request, in writing, to drop only health insurance coverage, he/she will be entitled to an annual stipend equal to thirty percent (30%) of the yearly premium applicable in each year of this Agreement up to a cap of six thousand ($6,000) dollars**.**
3. The teacher must provide evidence that he/she is covered by another medical insurance plan.

4. The annual stipend will be paid in two (2) equal installments to be paid in December and June of each year and any decision to re-enroll in the District's

plan will be subject to applicable waiting periods and a pro rata refund of the stipend.

5. In the event that a teacher and his/her spouse are employed by the District and the employees have no dependent children, upon written notification of waiver by the spouse, the District may enroll each teacher in an individual health plan. In this instance, the waiver fee shall be split equally and paid to the teacher and waiving spouse.

G. **Change of Carrier.** With the express written consent of the Association, the Board may change insurance carriers to provide identical coverage.

H. **Disability/Income Protection Insurance.** The district shall provide each teacher with disabilities/income protection insurance which shall provide sixty percent (60%) of the teacher's salary up to a maximum of five thousand dollars ($5000) per month following the exhaustion of all accumulated sick leave or ninety (90) days whichever is longer. Benefits shall continue for the period designated in Appendix A of this Agreement.

I. **Section 125 Account (Simple).** The district agrees to continue to participate in a Section 125 Program under Section 125 of the Internal Revenue Code which allows participants to pay their medical and health insurance premium contribution on a pretax basis.

J. **Section 125 Account.** The District agrees to provide a Flexible Spending Plan under Section 125 of the Internal Revenue Code.

K. **403(b) Plan.** District sponsored plans such as any 403(b) will be open to changes on a monthly basis through the support of district personnel.

ARTICLE XXVII (27)

PROFESSIONAL COMPENSATION

A. **Payment for Degree.** Teachers qualifying for horizontal movement to another column in this salary schedule for any contract year must submit verification of qualifications to the Personnel Office. Placement on the horizontal step will be effective upon the date of submission of verification to the Personnel Office. Acceptable verification shall be a diploma, official letter from granting institution, grade sheet or transcript, certification from the State Department of Education, or notice from an in-service council. The amount of the increase will be awarded at the start of the semester immediately following the completion of the course work.

Teachers attaining the National Board Certification will be moved one (1) column on the salary schedule upon attaining and maintaining the certification. The amount of the increase will be awarded at the start of the semester immediately following the completion of the course work.

B. **Payment for Summer School and Homebound.** Payment for summer school and home bound instruction shall be as set forth in Article XXX (30) Extra Pay for Extra Duty of this Agreement.

C. **Reimbursement for Travel Expenses.** Teachers required to use private vehicles for business of the school district, upon request of their principal or immediate supervisor, shall be paid the maximum rate allowable by the Internal Revenue Service.

D. **Salary.**

1. **Method of Payment.** The teacher may receive his/her salary in twenty four (24) approximately equal payments on the 5th and 20th of each month, September through August. If any pay date falls on a weekend or holiday or a day when school is not in session, the pay will be distributed on the last working day prior to the 5th or the 20th of the month.

2. **Retirement Summer Pay.** When providing timely sixty (60) day notice for retirement at the conclusion of the current work year, A teacher may indicate in writing his/her desire to receive his/her June, July and August pays on June 20.

3. **Salary Schedules.** As Per the Agreed Upon Matrices, Employees will move one full step for every year of the agreement

MOON EA 2025-2026				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	50,000	50,500	51,000	52,500
2	53,420	55,220	56,545	57,545
3	54,270	56,070	57,395	58,395
4	55,120	56,920	58,245	59,245
5	55,970	57,770	59,095	60,095
6	56,970	58,770	60,095	61,095
7	58,220	60,020	61,345	62,345
8	59,970	61,770	63,095	64,095
9	61,720	63,520	64,845	65,845
10	63,470	65,270	66,595	67,595
11	65,220	67,020	68,345	69,345
12	69,720	71,520	72,845	73,845
13	72,720	74,520	75,845	76,845
14	83,720	85,520	86,845	87,845
15	94,720	96,520	97,845	98,845
16	107,020	108,820	110,220	112,220

MOON EA 2026-2027				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	53,500	54,000	54,500	55,000
2	56,145	57,945	59,270	60,270
3	56,970	58,770	60,095	61,095
4	57,795	59,595	60,920	61,920
5	58,620	60,420	61,745	62,745
6	59,870	61,670	62,995	63,995
7	61,120	62,920	64,245	65,245
8	62,870	64,670	65,995	66,995
9	64,620	66,420	67,745	68,745
10	66,370	68,170	69,495	70,495
11	68,120	69,920	71,245	72,245
12	72,320	74,120	75,445	76,445
13	75,920	77,720	79,045	80,045
14	86,920	88,720	90,045	91,045
15	97,920	99,720	101,045	102,045
16	110,020	111,820	113,145	115,125

MOON EA 2027-2028				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	56,000	56,500	57,000	57,500
2	60,650	62,450	63,775	64,775
3	61,500	63,300	64,625	65,625
4	62,350	64,150	65,475	66,475
5	63,200	65,000	66,325	67,325
6	64,400	66,200	67,525	68,525
7	65,600	67,400	68,725	69,725
8	67,300	69,100	70,425	71,425
9	69,000	70,800	72,125	73,125
10	70,700	72,500	73,825	74,825
11	72,400	74,200	75,525	76,525
12	75,900	77,700	79,025	80,025
13	79,400	81,200	82,525	83,525
14	90,200	92,000	93,325	94,325
15	101,000	102,800	104,125	105,125
16	112,500	114,300	115,625	116,625

MOON EA 2028-2029				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	60,000	60,500	61,000	61,500
2	63,650	65,450	66,775	67,775
3	64,500	66,300	67,625	68,625
4	65,350	67,150	68,475	69,475
5	66,200	68,000	69,325	70,325
6	67,400	69,200	70,525	71,525
7	68,600	70,400	71,725	72,725
8	70,300	72,100	73,425	74,425
9	72,000	73,800	75,125	76,125
10	73,700	75,500	76,825	77,825
11	75,400	77,200	78,525	79,525
12	78,900	80,700	82,025	83,025
13	82,400	84,200	85,525	86,525
14	93,200	95,000	96,325	97,325
15	104,000	105,800	107,125	108,125
16	115,500	117,300	118,625	120,625

MOON EA 2029-2030				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	65,000	65,500	66,000	66,500
2	65,350	67,150	68,475	69,475
3	66,200	68,000	69,325	70,325
4	67,050	68,850	70,175	71,175
5	67,900	69,700	71,025	72,025
6	69,100	70,900	72,225	73,225
7	70,300	72,100	73,425	74,425
8	72,000	73,800	75,125	76,125
9	73,700	75,500	76,825	77,825
10	75,400	77,200	78,525	79,525
11	77,100	78,900	80,225	81,225
12	80,600	82,400	83,725	84,725
13	84,100	85,900	87,225	88,225
14	94,900	96,700	98,025	99,025
15	105,700	107,500	108,825	109,825
16	117,000	119,000	121,000	123,000

MOON EA 2030-2031				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	66,750	68,550	69,875	70,875
2	67,950	69,750	71,075	72,075
3	69,150	70,950	72,275	73,275
4	70,350	72,150	73,475	74,475
5	71,550	73,350	74,675	75,675
6	72,750	74,550	75,875	76,875
7	73,950	75,750	77,075	78,075
8	75,700	77,500	78,825	79,825
9	77,450	79,250	80,575	81,575
10	79,200	81,000	82,325	83,325
11	80,950	82,750	84,075	85,075
12	84,450	86,250	87,575	88,575
13	87,950	89,750	91,075	92,075
14	98,700	100,500	101,825	102,825
15	109,450	111,250	112,575	113,575
16	120,450	122,250	123,575	124,575

MOON EA 2031-2032				
Steps	**BACH**	**MAST**	**MA+30**	**PhD**
1	68,900	70,700	72,025	73,025
2	70,500	72,300	73,625	74,625
3	71,600	73,400	74,725	75,725
4	72,700	74,500	75,825	76,825
5	73,800	75,600	76,925	77,925
6	75,000	76,800	78,125	79,125
7	76,200	78,000	79,325	80,325
8	77,950	79,750	81,075	82,075
9	79,700	81,500	82,825	83,825
10	81,450	83,250	84,575	85,575
11	83,200	85,000	86,325	87,325
12	86,700	88,500	89,825	90,825
13	90,200	92,000	93,325	94,325
14	100,950	102,750	104,075	105,075
15	111,700	113,500	114,825	115,825
16	122,200	124,500	125,325	126,325

E. **Calculations of Partial Salary Step Procedures.**

1. The partial salary schedule step for a teacher that is employed for a portion of the year will be calculated by dividing the actual number of days for which the teacher is paid during the year by the number of scheduled work days per the MEA agreement.

2. The partial step calculation will be rounded to a full year step movement, a one-half year step movement or no step movement using normal mathematical rounding methodology.

3. The following table will be used to place teachers on the proper step the following year:
   - Employed less than 25% of a work year – No step movement
   - Employed at least 25%, but less than 75% of a work year – One-half year step movement
   - Employed at least 75% of a work year – One full year step movement
   - A teacher that is hired to begin work after the first student day of the school year and to begin work on or before the forty-seventh (47^{th}) student day of the school year will earn a full step movement if employed for 72% or more of the work year. This is in lieu of the 75% shown in the table above.

ARTICLE XXVIII (28)

DEFINITIONS

A. **Prorate.** Is equivalent to the teacher's per diem pay times the number of days contracted beyond the basic contracted year.

B. **Per Diem.** Pay is equivalent to the teacher's annual salary divided by the number of days in the basic contractual year.

C. **Hourly Rate.** Pay is equivalent to the teacher's per diem pay divided by the number of contracted hours per day.

D. **Teacher.** A teacher shall mean members of the bargaining unit.

E. **Student Day.** The student day is the official starting and ending times established by the Board prior to the beginning of the school year.

F. **Seniority.** Seniority means that total number of years as measured in service increments in the Moon Area Schools computed from the last date of hire. In those situations when the most recent date of hire falls after the first day of employment, the first day of employment shall be the date to begin computing seniority. Approved unpaid leave, defined as loss of service increment credit, shall not count for purposes of accruing seniority for all purposes under this contract except for purposes of calculating seniority for suspension. During such unpaid leave, seniority shall be frozen and not accrue. For suspension purposes, date of hire shall be the calculation for seniority increments and all approved unpaid leave shall count toward seniority.

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

1. Uninterrupted long-term (permanent) substitute time at Moon Area School District will be considered.
2. Date of hire at Board meeting.
3. Date of signed contract.
4. Previous service at Moon Area School District as Professional or Temporary Professional employee.
5. Degrees beyond bachelors.
6. Credits beyond degrees.
7. Service in other districts.

G. **Intern.** A college graduate who is receiving additional training in a school district while enrolled in a Master’s program. The intern has passed the Praxis and can teach without supervision. Upon completion of the program, the intern receives a Master of Arts in Education and a teacher's certificate.

H. **Student Teacher.** A student teacher, in most cases, is an undergraduate who has not passed the Praxis and is in need of direct supervision in the field practice. This person is not certified to teach. Upon completion of this program, a person generally will receive a Bachelor's Degree and a teacher's certificate.

I. **Patron.** Anyone other than a student or an employee who is on school property.

ARTICLE XXIX (29)

ADDITIONAL COMPENSATION

A. **Coverage.** When an elementary teacher is required by the principal to teach library, music, art, computer, or physical education, or teach a regular subject or supervise in lieu of teaching library, music, art, computer, or physical education, or when a secondary teacher is required by the principal to teach or supervise another teacher's instructional or non-instructional time, that teacher shall be paid as set forth in Article XXX (30) Extra Pay for Extra Duty of this Agreement. When any teacher teaches or supervises an instructional or non-instructional time of thirty (30) minutes or less they shall receive one-half (1/2) of the rate for a full instructional or non-instructional time. Teachers who do not have a full teaching load will not be paid for class coverage until after a full teaching load is scheduled for that day. This does not apply to teachers who are hired as part-time employees.

For special education inclusion instructional times, every effort will be made by administration to cover absent special education teachers with substitutes. In the event that coverage is not available, administration will notify the regular education teacher and coverage may not be provided. This is intended only for daily absences and not approved leaves.

No special education teachers will be pulled from their regular instructional time to cover instructional times for an absent teacher.

B. **Method of Payment.** Each week the principal will forward to the Personnel Office the report of teachers having taught another's instructional time, and all payments shall be paid to the teacher in the next regular monthly pay period.

C. **Accumulated Sick Days.** Upon resigning and/or retiring from the district in good standing after fifteen (15) years of professional service in the district, a teacher will be reimbursed for accumulated sick leave at the rate of one hundred dollars ($100) per day.

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

In the event that a teacher dies while employed, the district shall pay the beneficiary identified in the life insurance policy provided by the district, for any accumulated sick leave days at the rate identified above. The district will pay any amount due for unused sick days to the beneficiary within sixty (60) days following the death of the teacher. The payment will be made as a non-elective, employer contribution into the teacher's 403(b) plan.

Any bargaining unit member retiring during the term of the Collective Bargaining Agreement will receive payment for accumulated sick days with the following guidelines:

1. Payment will be the full amount equal to the sick day reimbursement outlined in the Collective Bargaining Agreement under Article XXIX (29)C.

2. Payment will be made directly to a member's 403(b) or 457 account with an approved vendor.

3. Payments cannot exceed the maximum 403(b) limit or 457 limit as defined by the IRS Code.

ARTICLE XXX (30)

EXTRA PAY FOR EXTRA DUTY

A. **Extra Pay Position.** Upon creation of a new extra duty position(s), the Board or its designee, after discussion with the Association, shall establish a salary for the position.

B. **Method of Payment.**

1. Checks will be distributed according to the coaching seasons or when the task or service is performed. A one season activity will be paid in two equal installments; the first check will be issued midway through the activity and the second will be issued at the conclusion of the activity. All Activity sponsors must go through a mid-year and end of year review and have all appropriate paperwork signed off prior to being paid. Once the review is conducted with the Principal or designee, the Principal or designee will sign-off and approve the paperwork and forward to the HR Department to be paid. All Head Coaches must have an end of season review with the Athletic Director. Once the appropriate paperwork is completed and approved by the Athletic Director, the final coaches payments will be made.

D. Athletic Positions.

1. **Longevity Factor Increment. (**For years at the Head Coach Position at Moon)

Upon the individual reaching the 5th, 10th, 15th, 20th, 25th year in the position, a three hundred dollar ($300) increment would be added to the base salary of that

individual. This amount would stay with the head coach as long as he or she held the position. If a new person enters the position, this increment drops off and the new individual would get only the contracted base salary until accumulating 5 years, 10 years, etc., longevity in that position.

2. **Playoffs/Extended Season**

Coaches, along with directors, involved in competition beyond an established season will receive a per diem pay for as long as they continue their season up to a maximum of two (2) weeks not to exceed one thousand ($1,000.00) dollars.

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

	2025-2032 **Salary**
Athletic Positions	
Football, Head Coach	13,000
Football, A-1	6,800
Football, A-2	5,800
Football, A-3	5,150
Cross Country, Head	7,600
Cross Country, A-1	5,100
Cross Country, A-2	4,500
Cross Country, A-3	3,800
Soccer, Head	7,000
Soccer, A-1	4,100
Soccer, A-2	3,400
Soccer, A-3	2,700
Golf, Head Coach	4,800
Golf, JV	3,400
Tennis, Head Coach	4,800
Tennis, A-1	2,400
Volleyball, Head	6,500
Volleyball, A-1	3,900
Volleyball, A-2	3,400
Volleyball, A-3	2,700
Basketball, Head	10,500
Basketball, A-1	6,500
Basketball, A-2	5,750
Basketball, A-3	5,100
Swimming, Head Coach	8,000

	2025-2032 Salary
Swimming, A-1	5,000
Swimming, A-2	4,000
Wrestling, Head Coach	8,200
Wrestling, A-1	5,200
Wrestling, A-2	4,600
Wrestling, A-3	3,900
Track, Head Coach	8,200
Track, A-1	5,200
Track, A-2	4,600
Track, A-3	3,900
Baseball, Head Coach	7,000
Baseball, A-1	4,100
Baseball, A-2	3,400
Baseball, A-3	2,700
Gymnastics, Head Coach	6,500
Gymnastics, A-1	3,400
Softball, Head Coach	7,000
Softball, A-1	4,100
Softball, A-2	3,400
Softball, A-3	2,700
Lacrosse, Head Coach	7,000
Lacrosse, A-1	4,100
Lacrosse, A-2	3,400
Cheerleading, Head Coach	6,500
Cheerleading, A-1	4,500
Cheerleading, A-2	4,000
Other Positions	
District Technology Coordinator	6,000
K – 12 Cyber Education Coordinator	10,000
Junior Project Coordinator	3,000
HS Marching Band Director	8,500
HS Concert Band (Inside)	3,500
HS Ass't Band Director #1	4,500
HS Ass't Band Director #2	4,500
HS Choral Director	7,000
HS Student Activities Director	5,600
MS Band Director	5,500
MS Ass't Band Director #1	2,100

	2025-2032 Salary
MS Ass't Band Director #2	2,100
Percussion Instructor	2,000
Marching Band Staff (4)	1,000
HS Yearbook (if not a class)	5,400
HS Newspaper (if not a class)	5,400
MS Chorus	5,350
HS Drama, Director	5,000
HS Drama, Asst. Director/Choreographer	4,000
HS Drama, Tech-Scenic Director	2,500
HS Drama, Costume/Prop Co	1,000
HS Drama, Choral Director	1,500
HS Drama, Faculty Liaison	1,000
HS Musical, Director	6,000
HS Musical, Asst. Director/Choreographer	4,500
HS Musical, Choral Director	2,500
HS Musical, Orchestra Director	2,500
HS Musical, Tech-Scenic Director	3,000
HS Musical, Costume	1,500
HS Musical, Prop Co	1,500
HS Musical, Faculty Liaison	1,000
Rehearsal Pianist	1,000
Key Club	4,100
MS Yearbook	4,000
Senior Class Sponsor	5,000
HS Orchestra/Strings	3,800
MS Orchestra/Strings	3,800
Color Guard Director	3,400
Majorette Director	3,400
HS Auditorium Director	3,500
Speech and Debate	6,500
HS Intramurals Coordinator	3,200
Junior Class Sponsor	3,000
MS Newspaper (if not a class)	2,900
Sophomore Class Sponsor	2,400
Freshman Class Sponsor	2,400
MS Auditorium Director	1,750
Bus/Hall Monitor INSIDE	1,700

	2025-2032 Salary
(Begins or ends 10 minutes before or after workday as dictated by building administrator.)	
Bus/Hall Monitor OUTSIDE (Begins or ends 10 minutes before or after workday as dictated by building administrator.)	2,000
Breakfast Monitor	600
Class Sponsor, Gr. 5	700
Class Sponsor, Gr. 6	700
Class Sponsor, Gr. 7	700
Class Sponsor, Gr. 8	700
HS Student Council	3,000
MS Student Council	1,000
Elem. Student Council*	625
Elem. Choral Program (Max. 2 Per Yr.)*	625
Elementary Art Show*	625
Department Head	2,000
Coordinator	2,000
Mentor	2,000
National Honor Society Sponsors	1,000
National Junior Honor Society Sponsors	800
HS/MS Art Show	1,300
Club Sponsors at the high school not explicitly identified in this section	550
Literacy Night (Elementary K-4)*	625
Pre-K Transition Team Leader	1,500
PBIS Leader	1,000

* each elementary building

HOURLY AND PER EVENT RATES **Title/Position**	**Rate Type**	**2026-2032 Rate**
Safety Care Trainer	Hourly	45.50
Lower House Student Support Coordinator	Hourly	45.50
Summer School	Hourly	45.50
Homebound	Hourly	48.00
Coverage 31 minutes or more	Hourly	48.00
Coverage 30 minutes or fewer	Hourly	24.00
IEP	Hourly	43.00
Curriculum Writing	Hourly	43.00
Intramurals	Hourly	29.50
Extended School Year (ESY)	Hourly	62.00

PSSA/Keystone Remediation Coordinator (Math)	Hourly	45.50
PSSA/Keystone Remediation Coordinator (Lang. Arts)	Hourly	45.50
PSSA/Keystone Remediation Tutor/Facilitator (Math & LA)	Hourly	45.50
HS Biology Keystone Remediation Coordinator	Hourly	45.50
HS Biology Keystone Remediation Tutor/Facilitator	Hourly	45.50
MS Remediation Program Coordinator	Hourly	45.50
MS Remediation Program Tutor/Facilitator	Hourly	45.50
Elem. Remediation Program Coordinator	Hourly	45.50
Elem. Remediation Program Tutor/Facilitator	Hourly	45.50
Detention Supervision	Hourly	22.00
AP/SAT Administrator (2 Events Total)	Event	500.00
5th Grade Orientation	Event	63.50
Kindergarten Orientation	Event	63.50
Ticket Sellers/Takers	Event	55.00
Ticket Manager - Football	Event	72.00
Event Manager	Event	71.00
Statistician	Event	71.00
Scoreboard Operator	Event	71.00
Digital Display Operator	Event	70.00
Crowd Control Supervisor	Event	66.00
Announcer	Event	70.00
Event Workers- Track	Event	82.50
Clean-up Crew – Manager	Event	125.00
Clean-up Crew – Cleaner	Hourly	50.00
All Other Event Positions	Event	55.00

ARTICLE XXXI (31)

MISCELLANEOUS

A. **Statutory Obligations and Rights.** The Pennsylvania School Code and Act 195 include certain job and security provisions, certification, and School Board and Association rights and obligations. The parties hereby aver that such provisions of the School Code and of Act 195 (and applicable orders of the State Labor Relations Board) represent their complete agreement and that said law shall govern the manner in which the job security, job progression, reduction in force, teacher organizational rights, and School Board, Association collective bargaining rights and obligations and practices shall be affected with respect to members of the bargaining unit.

B. **Maintenance of Standards.** It is the intent of the Board to maintain the programs, curriculum, facilities, personnel, and services in existence at the time this Agreement is

signed. Changes in the areas mentioned above will be considered for adoption by the Board after notification to and after consultation with the Association.

C. **Separability.** If any provision of the Agreement or any application of this Agreement to any teacher or group of teachers is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. **Printing the Agreement.** Copies of this Agreement shall be duplicated at equal cost to the Board and the Association within thirty (30) days after the Agreement is signed. The method of duplication shall be mutually agreed upon by both parties. Five hundred (500) copies of this contract will be printed or any other mutually agreed upon number. The Business Office will be given one hundred (100) copies for distribution to the Administrative/Supervisory staff. The Association will receive the remaining four hundred (400) copies for distribution to the members of the bargaining unit.

E. **Notice.** Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by school email to the superintendent, board president and MEA president.

F. **Medical Duties.** No teacher other than the nurse shall be required to dispense any medication or to perform medical treatment to students. Nurses shall not be required to dispense medication unless a written, signed prescription from the student's physician and an accompanying signed slip from the parent or guardian is on file with the nurse.

G. **Teaching Materials and Equipment.** The Board recognizes that appropriate instructional resources, including but not limited to textbooks, library and reference materials, digital resources, software, laboratory equipment, audiovisual equipment, art supplies, and similar materials, are essential tools for effective teaching . Request for these resources will be reviewed in a timely manner and will not be unreasonably denied. Professional employees shall have the opportunity to requisition new or additional teaching materials and supplies by January 31 of each school year for the following school year. Requests must be submitted in order of priority, with essential materials (i.e., "needs") placed first, followed by desired materials (i.e., "wants"). The cost of each item will also be considered as part of the requisition process, ensuring the district's available funds are used effectively and efficiently. The procedures for submitting requisitions will follow the direction established by the business office and communicated to the principals.

If the allocated budget is insufficient to fulfill all requisitions, the principal will work with the teacher to determine a final list of approved materials based on available funds. A budget will be determined collaboratively between the teacher and the principal, with final approval based on the district's budget process.

H. **Lesson plans**. Tenured teachers will be required to submit lesson plans for their scheduled instructional times at a time mutually agreed to by the individual and the

teacher's immediate supervisor. The required content of such plans shall include the following:

1. A brief statement of objective for each of the lessons.
2. Reference to teaching techniques which will be employed.
3. Reference to texts and/or supplemental printed material which will be used in the lesson.

Non-tenured teachers shall include content standards as defined by the Pennsylvania Department of Education on lesson plans. This shall apply to all newly hired teachers.

I. **Curriculum.** No teacher shall be required to write a core curriculum map; however, at the request of the Administration, a teacher may voluntarily contract work on the development of a core map and will be compensated according to a mutually agreed upon figure. Payment will not be less than the amounts set forth in Article XXX (30) Extra Pay for Extra Duty, identified by the title/position as curriculum writing, during the term of this Agreement. Payment will be made upon completion of the agreed upon work, such payment to be made only for curriculum work done on a core curriculum map after the regular school day or beyond the regular school year. Teachers will not receive pay to write curriculum if release time is provided by the district during the regular school day and regular school year. Teachers will write a core curriculum map consisting of the following completed elements at the time of a curriculum adoption cycle or the creation of a new course: essential questions, big ideas, content, skills, assessments, and PA state standards. In content areas where PA state standards do not exist, national standards should be used.

The district reserves the right to designate the annual deadline as June 30 for completing core curriculum maps. The district reserves the right to extend the deadline at its discretion.

A teacher revising a curriculum map will receive Act 48 credit hours. Core curriculum mapping is considered complete when the writer has posted the map template and all required paperwork is complete.

J. **Medical Examinations.** Any medical examinations for teachers required by the State shall be paid for by the district.

K. **Opening of New/Renovated Buildings.** Teachers required to relocate as a result of opening a new or renovated building will be paid $300 per day up to four (4) days beyond their contracted work days for the regular school year. If necessary, teachers will be paid at an hourly rate of $37.50 per hour for time worked beyond their contracted work day. This time may be used to pack materials and unpack materials. If additional time is needed, the Superintendent will provide it on a case-by-case basis.

The District and Association agree to meet in order to determine the logistics of moving into new or renovated buildings.

L. **Non-Traditional / Traditional Student Instruction.** Any new type of delivery of instruction will be performed by teachers of the Association only, unless modified by a memorandum of understanding. Teachers who submit a written letter of interest in the program must be properly certified in the assigned subject area and will be considered first. If there are no bargaining unit teachers properly certified in the given area, the district may seek a certified teacher outside the bargaining unit for instruction until a bargaining unit teacher attains certification. Teachers affected by the new type of instructional delivery will be properly trained by the district on the program utilized. Any new position created as a result of the new type of instructional delivery will be filled in accordance with Article XVI (16).

Any type of nontraditional instruction will be assigned as an instructional time during the regular school day and will be considered as a separate preparation. Cyber classes shall be dictated as defined under Article XXXI (31) N.

Any new program for the delivery of student instruction in a traditional and/or non-traditional manner will be jointly evaluated at the end of each semester by the Association, District, and participating teachers for adjustments as needed until the program is finalized. Once the new program has been evaluated, any future changes of traditional and/or non-traditional instruction will be addressed by reconvening the committee identified in Article XIX (9) section B.

No teacher will be suspended as a result of changes to the delivery of student instruction. Furthermore, all other provisions of the collective bargaining agreement shall remain in full force and effect, and implementation shall be made in accordance with contract language and Article XIX (9) section B.

M. **College Level Dual Enrollment Program**

The Moon Area School District and the Moon Education Association agree that any decline in student enrollment that is attributed to the participation of Moon Area School District students in the College Level Dual Enrollment Program will not result in a reduction in bargaining unit staff or a reduction in hours of work.

The Parties otherwise agree that the staffing provisions contained in Article VI. (6) H. of the Collective Bargaining Agreement shall remain in full force and effect notwithstanding the above.

In addition, the Association's participation in a dual enrollment committee does not constitute negotiations and/or endorsement regarding the program. The Association is not waiving its rights under Act 195, nor does it constitute a waiver of rights to dispute the diversion of bargaining unit work.

N. **Cyber Education Program**

The District and MEA will come to an amicable decision on a partnership with a cyber-learning software company or school for the development of a K – 12 cyber-education program. The on-line courses shall be aligned with current curriculum and standards. On the advisement of the cyber coordinator, the MEA and administration will come to an agreement on the courses to be offered versus those to be outsourced by the start of each school year. No current courses or programs will be eliminated as a direct result of the implementation or usage of on-line courses and no teacher shall be suspended as a result of the on-line courses offered.

The district will provide all of the technological and instructional resources necessary for training, creating, teaching, or monitoring for all teachers involved with on-line courses as well as provide all necessary support services for technological difficulties related to the on-line program. Cyber school students must complete and pass all credit requirements set by the district in order to earn a Moon Area School District diploma. Transcripts will include the cyber teacher of record's name, the teacher receiving compensation will be the teacher of record.

In a situation where student enrollment in cyber education creates a need to reduce courses, a teacher will be designated to facilitate a full cyber schedule for their normal teacher salary as outlined in the current collective bargaining agreement, following the process below.

Section	Details
Definition of a Course	A course is defined as a subject matter with at least one student enrolled.
Cyber Program Staffing	When enough students are enrolled in the cyber program, a regular teacher will facilitate the online courses in place of their regular preps.
Assignment Process	The most senior certified Moon Area teacher can elect to facilitate the cyber courses. If three are no volunteers, the least senior certified Moon Area teacher will be assigned to the course. The teacher assigned the position will be given preference the following year to continue in that position, if the need for a cyber teacher continues.

Extra Pay for Extra Duty

On-line courses may be taught by Moon Area teachers as extra pay for extra duty positions using the following process.

Category	Details
Definition of a Course	A course is defined as a subject matter with at least one student enrolled.

Category	Details
Compensation for Teaching Online Courses	$500 total for up to 3 online courses within a content area.
Additional Payment per Student	$200 per additional student enrolling in the course(s).
Student Enrollment Count	Student enrollment is semester based with at least one (1) day enrolled in a course(s).
Teaching More than 3 Courses	Allowed at teacher's discretion, with an additional $500 for up to the next 3 courses.
Selection Criteria for Extra Pay	Based on certification and teacher application. Administration selects teacher based on applications.
If No Teacher in the Department is Interested	Position opens to any Moon Area teacher with proper certification.
If No Moon Area Teacher is Interested	Course is outsourced to an agreed-upon learning software company or school.

O. **Summer School**

1. The district will provide summer school services through MEA teachers and pay them in accordance with the collective bargaining agreement.

2. The district shall not provide summer school through an outside vendor unless by mutual agreement between the MEA and MASD.

3. The Association is not waiving its rights under the collective bargaining agreement, the School Code, or Act 95, nor does it constitute a waiver of rights to dispute the diversion of bargaining unit work.

ARTICLE XXXII (32)

LONG-TERM SUBSTITUTES

A. **Definition.** Long-term (permanent) substitutes are hereby defined as professional employees employed by the Moon Area School District for a semester or more (ninety days (90) or more) who replace a teacher on a sabbatical leave, leave as defined in Article XVIII (18), or other approved leaves of absence and who have an expectancy of continued employment.

B. Employees on suspend status who are retained for long-term (permanent) substitute positions will be placed on their proper salary schedule placement and receive all benefits and privileges of the contract. Such persons are not covered by Article VI (6), Subsection H as it relates to Reduction-in-Force or bumping.

C. Long-term (permanent) substitutes retained by the district and not covered by section B of this Article shall be paid Bachelors step one salary. Such employees are in no way covered by any Reduction-In-Force or bumping provisions including Article VI (6), Subsection H.

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

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

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

ARTICLE XXXIII (33)

HEALTHY WORKING CONDITIONS

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

A. **Working Conditions.**

1. Teachers shall not be subjected to unsafe or hazardous conditions at their work sites or be required to perform tasks which endanger their health, safety, or well-being.

2. If during the term of this agreement, the Board or the Association has reasonable cause to think that testing should be conducted on the indoor air quality and/or the quality of drinking water, tests will be conducted. The tests will be conducted within two (2) weeks of the request and the results shared as soon as they are received.

3. Teachers shall suffer no loss in pay when buildings are closed because of emergencies or unsafe or hazardous conditions.

4. Teachers shall not be required to make up days lost as a result of school closings or cancellation of classes unless school is rescheduled for students.

5. The Board and Association recognize that matters of discomfort to teachers that do not necessarily rise to the level of serious health or safety hazards are still important. The building principal will make a reasonable effort to remedy matters such as uncomfortable temperatures, bad odors, and similar negative environmental factors in the workplace. Remedies may include, but are not limited to, relocation of workstation(s), or, in extreme circumstances, temporary excusal from duty.

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

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

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

D. **No Reprisals.** The Board shall assure that no teacher is subjected to restraint, interference, coercion, discrimination, or reprisal for filing a report of an unsafe or unhealthy working condition, or for participation in occupational safety and health program activities.

E. **Health and Safety Committee.** The Board and Association agree to establish and maintain a health and safety committee. The Association will have a representative on the committee.

ARTICLE XXXIV (34)

SPECIAL EDUCATION

A. **Definitions/Abbreviations**

I.E.P. – Individualized Education Program

S.A. – Service Agreement

N.O.R.E.P. – Notice of Recommended Educational Placement

P.L. – Public Law

M.D.E. – Multidisciplinary Evaluation

M.D.T. – Multidisciplinary Team

M.T.S.S. – Multi Tiered Support System

E.R. – Evaluation Report

Inclusionary classroom – a regular education teacher coupled with a special education teacher (2 teachers) in one regular education classroom

L.E.A. – Local Education Agent, i.e. building administrator

B.I.P. – Behavior Intervention Plan

E.S.Y. – Extended School Year

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

C. **Teacher Training**

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

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

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

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

F. **Meetings.** When a teacher is required by the school administration to participate in a conference, review, evaluation, re-evaluation, or any meeting resulting in the need to fulfill the provisions of IDEA Part 300, PA Chapter 14 Regulations, Section 504 of the Rehabilitation Act of 1973 or their successors, and other appropriate state and federal regulations and standards, such meeting shall be scheduled during the regular work day and work year if possible. If such a meeting occurs during preparation time, then the teacher will be compensated as identified in Article XXX (30) Extra Pay for Extra Duty. If such time cannot be found within the regular work day then the teacher shall be compensated for all additional time spent beyond the regular work day based on the IEP hourly rate for participation in such conference, review, evaluation, or meeting identified in Article XXX (30) Extra Pay for Extra Duty. Any such conference, review, evaluation, or meeting not held during the regular school day shall take place at a mutually agreed upon time as soon as possible after the regular work day. The IEP writing rate will be paid as set forth in Article XXX (30) Extra Pay for Extra Duty of this agreement.

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

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

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

share this information with the IEP team for inclusion on the IEP, and review the final IEP with the teacher(s) subsequent to the meeting.

2. A provision whereas any teacher will have access to SAs and will receive a copy upon request for those students they instruct via the building administrator or designee. A provision whereas any teacher will have access to I.E.P.s and will receive a copy upon request for those students they instruct via the special education teacher's roster.

3. A provision for all information to be shared regarding violent acts committed by the student to all professional staff responsible for supervising the student within limits of the law. The district may request an expedited due process hearing to obtain an order authorizing an interim alternative placement, when the members of the IEP team have determined that the student is likely to harm himself or others, but the parent refuses to consent to a change in placement.

4. If it becomes apparent that the accommodations agreed to at the initial meeting are not appropriate or needed, the team will reconvene. The teacher(s) will have the right to offer modifications. If no modifications are made, the teachers' concerns shall be attached to the SA.

5. In the event a teacher believes that a student is creating an atmosphere which depreciates the learning situation in the teacher's classroom, the teacher may request through the building principal that the student's assignment in his/her classroom be re-evaluated.

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

I. **Start-Up Inclusionary Programs.** Should new inclusionary programs be placed into regular education classrooms and/or buildings, appropriate implementation will include:

1. Training concerning inclusionary practices (when needed) for all professionals involved with special needs students prior to beginning such programs

2. Opportunities for teachers to work collaboratively with the administration to provide input for designing and establishing proper inclusionary programming for special needs students

J. **Class Size.** At the beginning of the school year through the end of the first semester student rosters for the following academic instructional times [language arts, mathematics, social studies, and science with the exception of inclusion instructional times], will not exceed a total of eight (8) identified students with IEPs within each

instructional time. From the beginning of the second semester through the remainder of the school year, these rosters will not exceed ten (10) students with IEPs.

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

Should a non-academic subject area instructional time [with the exception of classes over thirty-five (35) students] or a regular elementary classroom roster exceed seven (7) students with IEPs, a staffing meeting will be convened within two (2) school days with the building principal, pupil services director, and affected teacher(s) to consider the need for an educational paraprofessional to be assigned to that classroom. During this staffing, should the members determine that a paraprofessional is needed, the district will provide such services until services are no longer warranted. Should services be denied, the reason(s) for denial will be presented to each member in writing. Should the class roster exceed eight (8) students with IEPs, a staffing meeting including the personnel listed above will be convened within two (2) school days to consider the need for a certified special education teacher to be assigned to that classroom. During this staffing, should the members determine that a certified special education teacher is needed, one will be provided until such services are no longer warranted. Should services be denied, the reason(s) for denial will be presented to each member in writing.

Students receiving gifted education services or speech and language services will not be considered as part of this article.

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

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

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

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

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

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

To prepare, plan, and execute special education work or any other related special education work, the elementary special education teachers will be given six (6) scheduled release days. One (1) day per nine weeks and two (2) floating days will be mutually agreed upon by the teacher and administrator. The assistants will remain with the students. Speech and Language teachers will be allotted no less than two and one half (2 ½) hours in their schedule per week to prepare, plan and execute ER/IEP/NOREP/BIP/MDEs or any other related special education work.

In order to provide time to prepare, plan and execute special education work or any other related special education work in the middle school, special education teachers in 5th and 6th grade will not be assigned a non-instructional duty. Furthermore, they will not be assigned an advisor base, but instead will utilize that time for special education related work.

M. **Extended School Year.** Should the District have a need to operate an ESY program(s) during the summer, bargaining unit members will teach these programs provided that they have the proper certification. With each ESY program offered, a job description as well as terms of the contract will be posted with the rate of pay as per Article XXX (30) Extra Pay for Extra Duty . When a single ESY position is posted, the teacher will be selected according to seniority. When multiple ESY positions become necessary, the district will fill one (1) of these positions with the most senior teacher. To maintain continuity, other open position(s) during that summer can be filled with teachers who have prior ESY experience in Moon and less seniority. Should there be multiple ESY positions posted with no applicants having previous ESY teaching experience, teachers will be selected according to seniority.

ARTICLE XXXV (35)

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2025, and shall continue in effect until June 30, 2032, except as specified herein subject to the Association's rights to negotiation over a successor Agreement as provided in Article III (3), and until said date nothing herein, may be renegotiated, or added or deleted.

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

Both parties agree to faithfully implement the provisions of this Agreement for the full life thereof and as a condition of the various provisions of this Agreement, the teachers agree that they will not engage in withholding of services as set forth in Act 195, Article III (3), Section 301 (9) during the term of this Agreement, and the Board agrees that it will not conduct a lockout during the term of this Agreement.

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

MOON EDUCATION ASSOCIATION / PSEA / NEA

By: _____ President By: _____ Chief Negotiator

MOON BOARD OF EDUCATION

By: _____ President By: _____ Secretary

Ratified by Moon Education Association (8/7/2025)
Ratified by Moon Board of Education (8/11/2025)

APPENDIX A
DURATION OF BENEFITS

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

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

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