

COLLECTIVE
BARGAINING
AGREEMENT

2022 - 2025

SCHOOL DISTRICT OF
HAVERFORD TOWNSHIP

and

HAVERFORD TOWNSHIP
EDUCATION ASSOCIATION
PSEA/NEA

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**ARTICLE I
RECOGNITION**

- A. The School District recognizes the Association PERA-U-87-306-E (PERA-R-152-E) as the exclusive collective bargaining agent for the following employer unit of professional employees in accordance with the Public Employee Relations Act 195 and as certified by the Pennsylvania Labor Relations Board. The provisions of this Agreement shall apply to all teachers, librarians, nurses, dental hygienists, speech therapists, home and school visitors, guidance counselors, psychologists, and the coordinator of work-study. This Agreement shall exclude per diem substitutes, department heads, all non-professional employees, coordinators, supervisors, first level supervisors, and confidential employees as defined in Act 195.
- B. Unless otherwise indicated, the term employee, when used hereinafter in this Agreement, shall refer to all employees in the bargaining unit as defined above in Part A.
- C. Both parties aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that such Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.
- D. Both the Board and the Association agree to faithfully abide by the provisions of the Pennsylvania Public Employee Bargaining Law, Act 195. As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195) during the term of this Agreement; and the Board pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

**ARTICLE II
LONG-TERM SUBSTITUTES**

- A. **Definition**
Long-term substitutes, for the purpose of this Agreement, shall be those substitutes employed by the School District for continuous periods of time of one-half of the normal school year or more, and who are hired to replace regularly employed employees on long-term leaves of absence including sabbatical leave and leaves without pay such as extended sick leave and educational leave.
- B. **Compensation**
Long-term substitutes shall be hired at a salary determined by Article VII A. (10).
- C. **Employment**
Long-term substitutes will be considered when vacancies within the bargaining unit are filled. Vacancies shall be defined as those positions authorized through budgetary allocations that are to be filled through the issuance of a contract. The consideration of long-term substitutes for the filling of vacancies shall take cognizance of the present and future educational needs of all students of the District and shall include, but not be restricted to the long-term substitute's certification, general experience, past performance record, special skills/talents and the candidate's overall ability to fill the vacant position. Consideration of long-term substitutes for employment shall not preclude the hiring of employees new to the District for existing vacancies nor transfers of current employees into vacancies.

D. Guaranteed Building Substitutes

MEMORANDUM OF AGREEMENT BETWEEN SCHOOL DISTRICT OF HAVERFORD TOWNSHIP AND HAVERFORD TOWNSHIP EDUCATION ASSOCIATION

THIS AGREEMENT, made this fourth day of October 2006, between the School District of Haverford Township (“District”) and Haverford Township Education Association PSEA / NEA (“Association”).

WHEREAS, Article 1, Recognition, Section A, of the collective bargaining agreement between District and Association states the provisions of the Agreement shall apply to all teachers, librarians, nurses, dental hygienists, speech therapists, home and school visitors, guidance counselors, psychologists, and the coordinator of work study.

WHEREAS, Article 1, Recognition, Section A, of the collective bargaining agreement between District and Association excludes per diem substitutes, department heads, all non-professional employees, coordinators, supervisors, first level supervisors and confidential employees as defined in Act 195.

NOW, THEREFORE, the parties agree that beginning October 1, 2006 those employees designated in the district’s discretion as GUARANTEED SUBSTITUTES shall be included under the provisions of the collective bargaining agreement as stated below in place of any article of the contract that addresses the same issues:

1. Salary - \$152.50 per day with a \$2.50 per day increase each year
2. Length of day - same as student day
3. Meetings - attendance at one faculty meeting per month is required
4. Work year - 184 student days (no in-service days)
5. Benefits - District will pay 75% of **Single** coverage for the lowest cost plan with RX after 90 days of service (school days). Returning subs for 06/07 will receive a full year of coverage. New hires will wait 90 days. The following benefits will **not** be offered:
 - Dental
 - Life Insurance
 - Cost Containment Provision
 - Income Protection
 - Retirement Allowance
 - Retirement Incentive
6. One sick day per month, which may accumulate year to year.
7. Bereavement leave - same as the teachers
8. Tuition Reimbursement of us to \$1500 per year after 3 years of service
9. One personal day per year

The following sections of the current collective bargaining contract will **not** apply:

1. Article VI - B Preparation time
2. Article VI - B Attendance at evening meetings
3. Article VII - A1-A4 and A6-7 and A9-15 Employee Compensation
4. Article VII - D Workshops (to be paid at their individual hourly rate)
5. Article VII - F Class Coverage
6. Article VIII - Transfers and Teaching Assignments
7. Article X - Staff Reduction
8. Article XI - 2 Sabbatical Leave

9. Article XI - 6 Special Leave Days
10. Article XI - B2 - 9 Unpaid Leaves
11. Appendix D - Modified as described in #5 above

The articles of the collective bargaining agreement not specifically excluded or overwritten include and which are therefore applicable to Guaranteed Substitutes:


1. Article II - Long Term Substitutes
2. Article II - Rights of Teachers
3. Articles IV - Rights and Privileges of Association
4. Article VII - Employee Compensation A-5 - A-8, B, C and E
 Article VII - Employee Compensation B - Summer School Salary
 Article VII - Employee Compensation C - Extra Duty and Service Pay
 Article VII - Employee Compensation E - Mileage
5. Article IX - Confidential Personnel File
6. Article XI - A. Paid Leaves - 1 b Injury on the Job
7. Article XI - A. Paid Leaves - 3. Temporary Military Leave
8. Article XI - A. Paid Leaves - 5. Citizenship Responsibilities
9. Article XI - B. Unpaid Leaves 1 - 10
10. Article XII- Meet and Discuss Provision
11. Article XIII - Grievance Procedure
12. Article XIV - Employee Liability for Actions in the course of Employment
13. Article XV - Safety and Health
14. Article XVI - Part time employees
15. Article XVII - Personal Property
16. Article XVIII - School Board Rights
17. Article XIX - Separability Clause
18. Article XX - Waivers
19. Article XXII - Term of Agreement

Should the decision of the PLRB in the case of Stroudsburg School District, Case Number 1509 C. D. 2005 (Final Order 1/18/05) be reversed, the Agreement will be revocable at the District's discretion and the Guaranteed Substitutes will be deemed removed from the bargaining unit upon notice to the Association.

Guaranteed Subs will retain their benefits should they move into an Extended Assignment Position, within the same school year they were serving as a Guaranteed Sub (more than 15 days but less than a full semester in the same assignment).


Should there be a reduction in the number of Guaranteed Subs in the district, seniority and certification will be the determining factors.

HAVERFORD TOWNSHIP
EDUCATION ASSOCIATION



DATE: 10/4/06

SCHOOL DISTRICT OF
HAVERFORD TOWNSHIP



DATE: 10/4/06

**ARTICLE III
RIGHTS OF EMPLOYEES**

- A. It shall be lawful for public employees to organize, form, join or assist in employee organizations or to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection or to bargain collectively through representatives of their own free choice; and such employees shall also have the right to refrain from any or all such activities, except as may be required pursuant to a maintenance of membership provision in a collective bargaining agreement. (Section 401 of Act 195)
- B. The rights granted to employees by State and/or Federal law and the rulings and regulations of the Pennsylvania Department of Education affecting certified personnel are in no way abridged or modified by this Agreement.
- C. The School District shall make reasonable provisions for the safety of its employees. Employees shall promptly report any unsafe or hazardous conditions.
- D. If an employee is requested to meet with the administration regarding his/her job performance, the employee may request to have an official Association representative present at such a meeting to serve as an observer.

**ARTICLE IV
RIGHTS AND PRIVILEGES OF ASSOCIATION**

- A. **Information**

The Board agrees to make available, upon written request from the Association President to the Superintendent, financial and personnel data provided such material is neither privileged nor confidential. Such requests shall be reasonable and shall include available public information. Response to such requests shall be made within a period not to exceed ten (10) days unless the extension is requested by the District and mutually agreed to by the Association.
- B. **School Facilities**

The Association shall have the same right as other community groups to use school facilities. Use of said facilities may be granted upon written request by the President of the Association to the Office of the Superintendent. Fees will be the same for the Association as those charged to community groups.
- C. **Use of Interschool Mail System**
 - 1. The Association shall be allowed the use of the interschool mail system to distribute Association materials.
 - 2. The Association agrees to make available, upon written request from the Superintendent to the Association President, copies of non-confidential materials distributed generally to the Association membership.
 - 3. For purposes of this provision, the Association will designate certain of its members in the various buildings as the Association's authorized representatives and it is understood that no one other than the Association's representatives may have access to mailboxes for Association business.

4. Materials placed in mailboxes shall bear the name of the Association.
5. The exercise of this privilege shall not interfere with or interrupt classes or other normal school operations.

D. Professional Association Organizational Meetings

1. The Board agrees to provide up to fifteen (15) days of paid released time during the school year, for representatives of the Association to attend to official Association business.
2. In addition, the Board agrees to provide five (5) days of released time for the above stated purposes, for which the Association agrees to pay for the cost of replacing employees attending to said business.
3. The Association shall submit to the Superintendent the names of any Association representatives no later than two (2) weeks prior to the date of the Association business. Should changes be necessary in the Association's representatives, the District agrees to accept substitutions to said list after the date of submission.
4. The Association shall be responsible for any and all travel, lodging and meal expenses of its representatives and the Board shall be only responsible for member's pay as specified above.

E. Meetings

Meetings between the parties, including negotiations and grievance hearings, shall be scheduled at mutually agreeable times.

F. Dues Deductions

1. The District shall deduct membership dues in equal payments from the salary of any employee covered by this Agreement who individually and voluntarily authorizes such a deduction in writing on a form provided by the Association.
2. The Association will present to the District all signed dues deduction cards and will provide the District with the official list of its membership for whom payroll deductions are to be made.
3. All deductions under Section One shall be transmitted to the Association and, upon receipt, the Association shall assume full responsibility for the disposition of all funds deducted.
4. The Association shall indemnify and hold the District harmless against any and all claims, suits, orders or judgments brought or issued against the District as a result of any action arising out of or resulting from the implementation of this Article.

G. Maintenance of Membership

1. All bargaining unit members who become members of the Haverford Township Education Association during the term of this Agreement shall be subject to the "Maintenance of Membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195. ("Maintenance of Membership means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of the Collective Bargaining Agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen [15] days prior to the expiration of any such agreement.")
2. The Haverford Township Education Association shall indemnify and hold harmless against any suit brought by a unit member against the School District as the result of its compliance with the provisions of this Article.

H. Exclusive Representative

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization purporting to represent employees.

ARTICLE V SCHOOL CALENDAR / WORK YEAR

- A. The Superintendent or his/her designee shall make the proposed School Calendar available to the President of the Association at least two (2) weeks prior to its adoption by the Board of School Directors.
- B. The work year shall not contain more than one hundred ninety-two (192) work days for in-service employees nor more than one hundred ninety-six (196) work days for newly hired employees including all induction activities.
- C. Each year after the district calendar is set, district initiatives will be examined by administration with the intent to allow 50% of the Act 80 day time to be teacher directed regarding student data gathering, analyzing and reporting in consultation with their PLC's and Building Leadership, subject to District discretion.
- D. For inservice days occurring prior to the first student days, employees will have no less than a total of 20% of the total inservice time during those days to be scheduled by the District, except in the case of exigent circumstances as determined by the District, for the purpose of reviewing IEPs, reviewing 504 plans, reviewing school/grade level data and reviewing student data. Student preview visits to all schools will not occur during the inservice time which is scheduled to be used for the purpose of reviewing IEPs, reviewing 504 plans, reviewing school/grade level data and reviewing student data.

**ARTICLE VI
TEACHING HOURS AND CONDITIONS**

A. Length of the School Day

The normal work day for employees shall be seven (7) hours and fifteen (15) minutes, including a thirty (30) minute uninterrupted duty-free lunch period. Each professional employee may be required to provide two (2) blocks of up to but not more than forty-five (45) minutes per week at the beginning or end of the normal work day. The number of meetings per month should not exceed six (6). These meetings will not take place during the scheduled week of parent conferences except in the case of exigent circumstances as determined by the District. This time may be utilized at the administration's direction for the purposes of curriculum, faculty meetings or student related issues. The administration shall give at least two (2) weeks notice of meeting dates and times for curriculum and faculty meetings. Each professional employee will be available for an additional forty-five (45) minutes per week at the beginning or end of the normal work day and will not take place during the week of evening conferences except in case of exigent circumstances as determined by the District. This time shall only be utilized for the purposes of providing time to meet with students and/or parents. In order to provide the maximum use of staff time it is understood that the work day for some employees may be flexible or staggered provided that the total time will not exceed that outlined above. In-service days shall be five (5) consecutive hours exclusive of lunch and may not start later than eight (8) a.m.

B. Preparation Time

Elementary School Employees

Elementary school employees shall receive a minimum of two hundred fifty-five (255) minutes per week for planning and lesson preparation. This time shall be free of any assigned student responsibilities and District and building administration shall provide blocks of at least forty five (45) minute segments during the normal student day in four (4) of five (5) days during a full week and/or full day.

The parties agree if necessary to meet and discuss the scheduling of these blocks including the building principal, District administration, the teacher and teacher representative. This provision shall not abridge the District's right to assign employees class coverage in accordance with Article VII (F)(3). Special area teachers shall be scheduled for a minimum of five (5) minutes of transition time immediately before or immediately after his/her duty-free lunch.

Middle School Employees

Employees assigned to the middle school shall receive a minimum of two hundred twenty-five (225) minutes per week (five [5] periods per week) for planning and lesson preparation. This time shall be free of any assigned student responsibilities and shall be available in at least thirty (30) minute segments during the normal student day. This provision shall not abridge the District's right to assign employees class coverage in accordance with Article VII (F)(3).

High School Employees

Employees assigned to the high school shall receive a minimum of two hundred twenty-five (225) minutes per week for planning and lesson preparation. This time shall be free of any assigned student responsibilities and shall be available in at least thirty (30) minute segments during the normal student day. This provision shall not abridge the District's right to assign employees class coverage in accordance with Article VII (F)(3).

Employees assigned full time to the high school can be assigned one thirty (30) minute duty per week during their non- teaching block, which will not be included in the two hundred twenty-five (225) minutes of preparation time. The purpose of this duty is to assist administration in supervising common school areas (hallways, cafeteria). It will not be used for new instruction of students.

C. Attendance at Evening Meetings

There shall be up to three (3) evening meetings annually for the purpose of parent/ teacher conferences or Back To School Night. The length of the meetings shall not be unreasonable. No evening meeting shall occur on the same week as an after school meeting except in the case of exigent circumstances as determined by the District. Employees shall be provided the opportunity to assist in the formulation of each agenda. The administration shall give at least two (2) weeks notice of meeting dates and times.

D. Labor-Management Committee

The Superintendent and/or their Designees will meet with the HTEA Officers and/or their Designees monthly at a mutually agreed upon time.

**ARTICLE VII
EMPLOYEE COMPENSATION**

A. Salary

1. Salaries for the term of this Agreement shall be in accordance with Appendix A-1. The District agrees to meet annually with the Association following the adoption of the school calendar, for the purpose of establishing the starting and ending dates for the 26 and 22 pay schedule.
2. Experience credit for previous teaching experience for salary determination shall be determined by the District at time of employment taking into consideration educational training and previous teaching experience.
3. All employees with the same number of credited years of teaching experience and with the same degree qualifications shall be placed at the same salary step. For salary step placement, part-time service will be prorated at the time an employee becomes a full-time employee.
4. Employees who qualify for a higher educational degree category within the salary program shall be placed in the appropriate degree category. Employees expecting to meet such qualifications shall notify the District in writing at least thirty (30) days before the beginning of the school term in September for salary placement in September or thirty (30) days prior to the end of the first semester for salary placement in the appropriate degree category at the beginning of the second semester. Official confirmation must be presented by September 30th for degree changes in Fall semester or by March 1st for new placement in the second semester. Employees hired after July 1, 1996 must have an earned Master's degree for movement to the Masters column.
5. Employees who are required by the District to work beyond the normal school year in their regular assignment will be compensated at their regular pro-rata hourly rate of pay or the contracted hourly rate, whichever is greater.
6. Mentors shall be compensated at the following rate per school year:

2022 - 2023	2023 - 2024	2024 - 2025
\$1265	\$1290	\$1315

7. Twenty-six (26) pay employees will be on the District's biweekly schedule. Twenty-two (22) pay employees will be on the District's biweekly schedule with the last pay check being the last day of school or last biweekly pay date, whichever comes last. Said check shall be direct deposited or mailed to the employee if beyond the school year. Any twenty-two (22) pay employee necessitating deductions will be pulled and mailed within three (3) work days. Any twenty-two (22) pay employee necessitating extra pay shall receive such payments in a separate check mailed to the employee by the District. Payment to be made as follows: (a) if the activity or school year ends by the Wednesday of the week preceding the pay day, payment shall be made in that

pay day; and, (b) if the activity or school year ends after the Wednesday of the week preceding the payday, payment shall be made no later than the 2nd pay day in July.

The parties agree that in years that the 22nd pay falls before the last day for employees in June, twenty-two (22) pay employees will be paid in twenty-two (22) pays with the first pay no later than the Friday following Labor Day and the last pay in mid to late June. The provisions of the collective bargaining agreement concerning bi-weekly payments to twenty-six (26) pay employees shall remain unchanged.

8. Direct deposit is mandatory. Employees will notify the District in writing of their depository no later than August 15th of each school year. It will be the responsibility of the employee to inform the District of any change in depository at least thirty (30) days prior to the effective date of change. Problems that arise with depositories that are outside the control of the employer will not be subject to the grievance procedure of this Agreement.
9. Experience credit for previous teaching experience for salary determination for long-term substitutes, hired for one semester or longer, shall be determined by the District at time of employment taking into consideration educational training and previous teaching experience. Long-term substitutes will move one step in the column of their credited degree for each consecutive year of employment as a long-term substitute.
10. Effective upon formal ratification by both parties, employees with no previous teaching experience and hired as a Temporary Professional Employee shall be placed in the Bachelor's column until a Master's Degree is attained. Employees new to the District with no previous teaching experience and a Master's Degree shall be placed in the Master's Degree column. Employees new to the District who are credited by the District with previous teaching experience and a Master's Degree shall be placed in the Master's column at a level of credited service agreed upon by the District and the employee at the time of employment.
11. Column one of the salary schedule shall be defined as Bachelor or Temporary Professional Employee (TPE).
12. Employees who receive an unsatisfactory rating (year 1) shall remain on the same step and column of the salary schedule in the next succeeding school year that they are present for duty (year 2), and shall receive the same salary in such succeeding school year (year 2) as received during the school year to which the unsatisfactory rating applies (year 1). If the employee is rated satisfactory at the end of such next succeeding school year (year 2), then in the following school year (year 3), he/she shall be placed on the same step and at the same salary he/she would have received if there had been no unsatisfactory rating (year 1).
13. Special Education teachers, seminar teachers, occupational therapists, speech and language pathologists, and counselors with a Special Education or 504 caseload will be given an annual stipend of \$678 in 2022-2023, \$691 in 2023-2024, and \$705 in 2024-2025, in addition to release time as approved by both the Special Education Supervisor and the building principal for the processing of IEP's or 504s.

14. Department chairs, appointed yearly at the discretion of the Board, will be paid an annual stipend in two equal payments, one at the end of the first semester and one at the close of the school year in the following amount: \$2,553 in 2022-23, \$2,591 in 2023-24 and \$2,629 in 2024-2025.

B. Summer-School Salary

The basic salary guide for employees serving in Summer School is set forth in Appendix B.

C. Extra Duty and Service Pay

The basic salary guide for employees covered in the Extra Duty and Service Pay Program is set forth in Appendix C.

D. Workshops

Employees attending School Workshops shall be designated as "participants" or "leaders" by the District for the purpose of determining the appropriate rate of pay according to the following schedule:

	<u>Participant Rate</u>	<u>Leader Rate</u>
2022-2023	\$35.00 per hour	\$38.00 per hour
2023-2024	\$35.50 per hour	\$39.00 per hour
2024-2025	\$36.00 per hour	\$39.60 per hour

E. Mileage

1. Employees required in the course of their daily instructional assignment (not extracurricular) to drive personal automobiles from one school building to another shall receive a car allowance. The rate of that allowance shall be the IRS rate.
2. Mileage reimbursement at the new rate will begin thirty (30) days after the District has received written notice from the Association of that increase.
3. The mileage from building to building will be the same mileage as is on record in the Department of Transportation. This mileage will be paid three (3) times a year and must be approved by the immediate supervisor. No mileage will be granted traveling to the first assignment of the day nor leaving the last assignment.

F. Class Coverage

1. Salary - If a qualified substitute is not secured for employees who are absent, the employee assigned to class coverage for teaching or supervisory purposes (as in Section 2 below) will be paid the following regarding class coverage:

2022-2023	\$33.81
2023-2024	\$34.48
2024-2025	\$35.16

Because of the variance in the length of the periods in the elementary, middle and senior high schools the following will be in effect any coverage of twenty (20) minutes or less - one-half (1/2) the applicable rate; coverage for a period longer than twenty (20) minutes - full applicable rate. Coverage of less than fifteen (15) minutes shall be non-pay.

In the event no substitute is available and employees assume responsibility for an additional class or portion of a class, they will be paid on the basis of seven (7) 45-minute class-coverage assignments for the full day. Pay for the seven (7) class coverage assignments shall be divided among the employees assigned in the same proportion as the class is divided. (Ex. -- If the class is divided among two [2] employees, then each employee will receive one-half [1/2] of the total dollars resulting from seven [7] class-coverage hours.)

Class coverage will not be paid, whenever an employee is assigned to cover a class for an employee who is not charged with sick leave, special leave or pay deduction. Such uncharged absences may be due to personal and family emergencies, personal illness or adverse weather conditions which prevented the employee from reporting to work on time. An uncharged absence shall not exceed two (2) hours in length.

Also, employees employed on a full-time basis who have been assigned "Class coverage" as part of their normal teaching assignment shall not be paid for such class coverage assignments.

If the District understands that an employee will be assigned to cover a class during that employee's preparation time for more than ten (10) consecutive school days as of the time the assignment is made, the District will compensate that employee at his/her per diem rate from the beginning of the assignment. If the District is not aware that the coverage will last for more than ten (10) consecutive school days at the time the assignment is made, it shall begin paying the employee his/her per diem rate commencing with the 11th consecutive day and will make the per diem payment retroactive to the beginning of the assignment.

2. **Certification** - Employees will not be required to teach class coverage outside their area of certification, but will supervise such classes in an emergency.

3. **Assignment Procedure** - The Administration will first attempt to fill class coverage needs with volunteers. If no volunteers are available then the Administration will assign. In no event shall a volunteer be passed over for assignment unless the volunteer agrees to be bypassed. Employees shall indicate to their Principal at the beginning of each semester if they wish to volunteer for class coverage for that semester.

G. Fringe Benefits

Fringe benefits shall be set forth in Appendix D.

ARTICLE VIII
TRANSFERS AND TEACHING ASSIGNMENTS

- A. The District and the Association agree that a comprehensive policy governing the transfer of employees is necessary in order to provide maximum educational opportunities for all students and to ensure the continued professional growth of all employees. The District shall have the right to transfer employees involuntarily for legitimate educational reasons. No transfer shall be arbitrary or capricious in nature. A transfer is defined as a change of building, not a change of assignment within a building.
- B. To accomplish the aims contained in Section A above, the District will encourage voluntary transfers involving teaching personnel.
- C. In the event that involuntary transfers become necessary, the District and the Association agree to follow the procedures enumerated below:
1. Prior to the effectuation of any involuntary transfer, the Superintendent and/or the Superintendent's designee(s) shall meet with the employee(s) to be affected to explain the reasons necessitating the impending transfer(s). At that meeting, known open positions for which the employee is qualified will be disclosed and reviewed. In no event shall the employee(s) be notified later than May 1 of the year preceding the contemplated transfer, except that in the case of extenuating circumstances and/or when the need for transfer materializes after May 1, the District shall notify the employee as soon as is practicable. Should the transfer be effectuated after the end of the school year, the transferred teacher shall receive Two Hundred ten Dollars (\$210) effective with the summer break after the 2022-2023 and the 2023-2024 school years and Two hundred twenty five Dollars (\$225) effective with the summer break after the 2024-2025 school year for necessary preparation work during the summer break. For teachers at the elementary level whose classroom is relocated within their current building after the end of the school year, the relocated teacher shall receive One Hundred sixty Dollars (\$160) for necessary preparation work during the summer break effective after the the 2022-2023 and 2023-2024 school years and One Hundred seventy five Dollars (\$175) for necessary preparation work during the summer break effective after the 2024-2025 school year.
 2. A list of positions which may be filled through transfers shall be posted no later than May 1st. However that list may be supplemented and/or revised as necessary beyond May 1st. The employee(s) desiring to fill the posted position(s) shall notify the Director of Human Resources within ten (10) school days following the posting. The Superintendent and/or the Superintendent's designee(s) shall make every attempt to fill vacancies or other positions to be filled for any reason, by honoring the request(s) for voluntary transfer(s) provided the employee(s) applying for the position(s) has/have the necessary qualifications. Should the voluntary transfer(s) not be sufficient to fill the position(s) in question, the Administration shall notify the employee(s) affected by involuntary transfer(s) at the earliest opportunity. In the event a vacancy or position opens after May 1st volunteer transfer requests on file will be considered first.
 3. "Qualifications" for the purpose of this provision shall be defined as any or all of the following: employee's certification, experience, past performance, skills, talents and ability.

4. If two (2) or more employees possess qualifications of relative equality, then the least senior member shall be transferred.
 5. Exceptions to the strict application of these procedures may be made by the Superintendent and/or the Superintendent's designee(s) in emergency situations, provided that such exceptions are not arbitrary or capricious.
 6. Any employee objecting to an involuntary transfer shall have the right to meet with the Superintendent and/or Superintendent's designee(s) within ten (10) days of notification of transfer to review the reasons for the transfer.
 7. Requests for voluntary transfers to other buildings or disciplines within the District shall be valid for one (1) school year and must be renewed annually to remain active.
 8. By the last Friday in June, employees shall be given written notice by their Principal of their tentative assignments for the following school year, based on the best information available at that time. Said notice to include grade, level, room, building and subject.
- D. Bargaining Unit vacancies will be posted on the District webpage, news postings or equivalent and social media utilized by the District for at least ten (10) calendar days prior to the application deadline except in emergency situations as determined by the District which will be discussed with the HTEA President. Applicants from within the District shall be notified after the appointment has been approved by the Board.

ARTICLE IX CONFIDENTIAL PERSONNEL FILE

- A. Each employee shall have the right, upon written request to the Human Resources Office, to review at a time mutually convenient and to make single copies of the contents of his/her Personnel File, except any confidential pre-employment information. The review is to be made in the presence of the administrator responsible for the safekeeping of such file or his/her designee.
- B. Further, the employee may submit a written answer to any derogatory material contained and this answer shall be attached to the derogatory material and inserted into the Personnel File after review by a member of the administrative staff and a decision by the District that said derogatory material is essential to the Personnel File of the employee.
- C. No derogatory material shall be placed in an employee's Personnel File without the employee being alerted to its existence. The employee shall have the opportunity to both review such material and write a response which will be attached to the derogatory material provided such material is dated after July 1, 1979.

**ARTICLE X
STAFF REDUCTION**

A. Suspension/Furlough

1. Should it become necessary for the Board of School Directors to suspend/furlough employees as authorized in Section 1124 of the School Code of 1949 (as amended), the following shall prevail:
 - a. The District will attempt to make such reductions first through attrition.
 - b. If attrition is not sufficient, "Temporary Professional Employees" shall be furloughed in the inverse order of seniority before tenured employees are furloughed.
 - c. If tenured employees must be furloughed, they shall be furloughed on the basis of seniority rights acquired through continuous service in the District.
 - d. The School District shall notify any employee who may be affected by this Article as soon as the District anticipates a need for a furlough.
 - e. In the event of a furlough, the District shall realign its professional staff in accordance with existing legislation concerning this issue. If it appears employee furloughs are necessary, the District shall meet with the Association prior to the notification of employee(s) involved for the purpose of discussing possible methods of avoiding employee(s) furlough(s) and possible means of minimizing the effect upon the employee(s) involved. This meeting shall be held at least one week prior to May 1st of each year. The District shall give as much advance notice of furlough to each employee involved as is possible under the circumstances.
 - f. Should two (2) or more professional employees have started their duties with the District on the same day of the same month of the same year and have been elected at the same Board meeting, the date when the employee accepted employment with the District by returning a letter to the Superintendent shall determine who is the most senior employee. The provisions of this paragraph shall apply to employees hired after September 1, 1979. If two (2) or more employees are appointed on the same date, prior to September 1, 1979, they shall draw lots to determine who shall have greater seniority.

The District will provide the Association with a Date of Employment list and post one in each building by December 1.

B. Recall Procedure

1. Any professional employee who is furloughed shall have employment rights in his/her area of certification for two (2) years from the effective date of the furlough. Reinstatement shall be in reverse order of furlough. Any notice of reinstatement shall be made by registered mail to the last known address. The employee shall have fourteen (14) calendar days beginning with the receipt of or the date of the Postal Services' attempt to deliver the registered letter to respond to the School District's inquiry regarding reinstatement. Lack of written response by the employee within fourteen (14) calendar days shall release the School District from all current and future reinstatement obligations. It shall be the obligation of the employee to keep the District informed with respect to current mailing addresses. Any suspended professional employee eligible for reinstatement shall have a maximum of fourteen (14) calendar days during the school year from the date of his written response to the District's offer to report for duty as assigned. If the vacancy arises during the summer recess, the professional employee shall report for duty the first day of the beginning of the school year.
2. No new appointment shall be made while there is a suspended professional employee available who is properly certified to fill such vacancy. For the purpose of this Section, positions from which professional employees are on approved leaves of absence shall be considered temporary vacancies.

C. Benefits

1. Suspended/furloughed professional employees (Professional employee as defined in Article XI, Section 1101, Public School Code of 1949). Any professional employee on furlough shall:
 - a. Retain all accumulated sick leave and special leave days, seniority rights, as well as credited years of service up to the time furloughed for future salary guide placement.
 - b. Be eligible to participate in the District's group hospitalization program at the employee's cost.
 - c. Be eligible for tuition reimbursement subject to the limitations of this benefit as included in Appendix D. An employee having secured full-time employment with another school district while on furlough shall not be eligible for this benefit.
 - d. Be given preferential and priority per diem substitute work in the area of their certification.
 - e. Be compensated for per diem substitute work according to Board approved rates.

**ARTICLE XI
LEAVES OF ABSENCE**

A. Paid Leaves

1. Sick Leave

a. Personal Illness

Pursuant to Section 1154A of the School Code, each employee shall be credited with ten (10) days of sick leave per year. Effective September 1, 2022 and for the 2022-2023 school year only, any employee who was a member of the bargaining unit in the 2021-2022 school year and who is still employed as of September 1, 2022 will receive two additional sick days. Unused sick leave shall accumulate from year to year and may be taken during any year without restriction. Employees may use sick leave for immediate family actually residing in the employee's household. Immediate family is defined as husband, wife, children, parents and relatives.

b. Injury on the Job

In the case of absence due to injury determined to have been incurred in the course of the employee's employment while assuming the responsibilities assigned by the Administration, the salary paid by the District shall be the difference between the employee's regular salary and the amount paid by Worker's Compensation. The District will charge the employee for sick days in the same proportion as the District contribution needed to augment Worker's Compensation to equal the employee's regular salary.

2. Sabbatical Leave

Sabbatical leave and Leave for Professional Development at one-half (½) pay shall be provided in accordance with the provisions of Sections 1166 through 1171 of the Public School Code of 1949, as amended.

3. Temporary Military Leave

Employees who are members of any reserve component of the United States Army, Navy, Marine Corps, Air Force or Coast Guard, shall be entitled to leave of absence from their respective duties pursuant to law (65 P.S. 114) without loss of pay, time or efficiency rating, for up to fifteen (15) days in any one school year during which time they shall, as members of such reserve components, be engaged in the active service of the United States or in field training ordered or authorized by the Federal forces. Similar leave up to fifteen (15) days shall also be available to members of the Pennsylvania National Guard.

4. Death Leaves

Employees shall be entitled to the provisions of Section 1154, b and c, of the Public School Code of 1949, or its successor legislation, regarding deaths in the employee's immediate family or death of an employee's near relative. In accordance with Section 1154, an absence not in excess of three (3) days leave shall be provided for death in the immediate family (including grandchild) and one (1) day leave on the day of the funeral for the death of a near relative.

5. Citizenship Responsibilities

a. Jury Duty/Subpoenaed Witness

An employee shall continue to receive regular base salary for the period an employee is required to be absent in order to serve jury duty or dates in Court as a subpoenaed witness. The employee shall not be eligible for any salary payment under this provision when testifying in any proceeding initiated by the employee or the Association against the District. The employee will furnish the supervisor with a copy of the Court Order or subpoena and a statement from the Clerk or the Court attesting to the amount of monies to be paid for such services.

b. Other Court Appearances

Where the employee is party to a suit or appears in Court in any capacity other than a subpoenaed witness or a member of a jury, there shall be no salary payment or differential. However, where the employee is party to a suit for any action relating directly to the discharge of his/her duties as an employee in the School District of Haverford Township, he/she will receive his/her regular compensation less the amount received while absent from such service.

No salary payment or differential will be made for Jury Duty or Court Order served during non-school periods.

6. Special Leave Days

- a. In-service employees will be eligible for three (3) special leave days each year accumulative to five (5) days. Unused special leave days, which if carried over in an accumulation in excess of five (5) days at the start of the following year, shall be converted to sick leave and added to accumulated unused sick leave. An employee planning to use such special leave shall notify his/her principal at least one (1) week in advance except in cases of emergency. No more than two (2) days can be taken consecutively without approval of the Director of Human Resources and will be granted only under compelling or unforeseen circumstances. The decision will be final and not subject to challenge. The Director of Human Resources will make the decision within the same timelines as specified in subsection c.
- b. Special leave shall be with pay but may not be taken if the employee stands to receive reimbursement from sources other than the School District, nor immediately before or immediately after a holiday or vacation period except as defined below:

(1) A teacher may be granted this privilege no more than once in every three (3) year period.

(2) The District has the right to limit the number of bargaining unit employees to fifteen (15) employees on any day.

(3) The two (2) year waiting period would be waived if fewer than fifteen (15) employees were granted leave on any one day.

The District shall have the right to limit the number of bargaining unit employees taking a special leave day for confidential reasons to fifteen (15) employees on any one day.

c. Approval timelines

Special leave days will be granted on a first come, first served basis and will be adjudicated within 10 business days of request in the district-appointed online system and shall not be submitted prior to July 1st of the academic year in which the leave would occur if it were to be granted. Misuse of special leave will result in loss of pay for such absences and possible disciplinary action.

B. Unpaid Leave

1. Military Leave

A military leave of absence shall be granted to any employee who shall be inducted, recalled or who shall enlist for full-time military duty in any branch of the armed forces of the United States, said leave to be without pay and in accordance with Sections 1176 through 1181 of the Public School Code of 1949 or any successor legislation.

2. Educational Leave

At the discretion of the Board, employees may be granted, upon request, a leave of absence without pay for the purpose of study at an accredited college or university for either one (1) or two (2) semesters of a school year, said leave to be without pay and in accordance with Section 522.1 of the Public School Code of 1949.

3. Childrearing Leave

Any employee who is expecting the birth of a child, or whose spouse is expecting the birth of a child, or who expects to adopt a child which will reside in the household, and who wishes to continue employment following a period of absence taken for the purpose of rearing said child shall be granted a leave of absence

- a. Requests for approval of such leaves of absence without pay must be made, in writing, to the Human Resources Office with as much advance notice as possible, but at least fifty (50) days prior to the requested effective date of the leave. The written request shall specify the expected date of birth of the child or date of adoption and shall specify the proposed inclusive dates of the leave. The effective date requested shall be the expected date of birth or adoption of the child or a date reasonably prior or subsequent thereto. The request shall be accompanied by a physician's statement setting forth the expected date of birth of the child. An

employee who is actually disabled as of the date of childrearing leave is approved to commence may delay the commencement of the childrearing leave up to the date the disability ceases.

- b. Childrearing leave shall be granted for the remainder of the school year in which the leave begins. An additional full school year of childrearing leave will be granted if so requested by the employee in the initial application for childrearing leave. The Superintendent may, at his/her discretion, agree to an earlier return date upon written request from the employee. Upon return from childrearing leave the employee must complete two (2) consecutive semesters of employment before another childrearing leave will be granted.
- c. In the event of death or miscarriage of the object child of the leave, the leave of absence may be terminated upon request of the employee.

4. Medical Leave

The Board, at its discretion, may grant up to one (1) year leave of absence without pay for recovery of the employee's health. Said leave, if granted, shall be in addition to any use of sick leave or sabbatical leave for medical reasons.

5. Public Service Leave

The Board may grant special leaves of absence for employees elected to Federal or State legislative offices or service to the Federal or State government, upon request from such agencies for research projects or similar instances deemed appropriate by the District.

6. Outside Teaching

A leave of absence without pay may be granted for up to one (1) year for an employee who joins VISTA, or the National Teacher Corps, or participates in a domestic or overseas teacher exchange program. Upon return from such leave an employee may receive credit for such teaching experience for salary determination, at the discretion of the District.

7. Leaves of Absence - Benefits/Salary Status

While on unpaid leaves of absence, accumulated employee benefits, seniority rights and salary rights will be retained (frozen), but will not accrue.

8. Reinstatement

Upon return from leave, the employee shall be reinstated to his/her former position or a substantially equivalent position.

9. Leave Expiration

Failure to return from leave shall result in an automatic termination of employment.

10. Family and Medical Leave Act

- a. The parties agree to comply with the requirements of the Family and Medical Leave Act of 1993 (FMLA). Neither the District nor the employees waive the right to exercise any prerogative or right under the Act.
- b. If both spouses are employed by the District each employee shall be individually entitled to FMLA rights.
- c. A year for FMLA purposes shall be deemed the 12-month period measured forward from inception of leave.

ARTICLE XII GRIEVANCE PROCEDURE

A. Preamble

1. It is the intent and purpose of the Grievance Procedure to improve the educational climate of our schools. A harmonious relationship between employer and employee is the cornerstone of our intent. Grievances shall be reconciled and disposed of as expeditiously as possible.
2. Recognizing that unique circumstances could arise in which both parties would benefit from any additional wording, process, and/or provision other than that contained in Act 195 and not stated herewith, both parties, upon mutual agreement, may wish to augment this procedure.

B. Definitions

1. A "grievance" shall be defined as a claim or assertion that there has been a violation or misinterpretation of any of the provisions of this contract.
2. An "aggrieved person" is the person or persons making the claim, including the Association.
3. "Representative" as the term is used in this procedure shall mean persons designated by the Association to represent the aggrieved.

C. General Principles

1. In the event a grievance is filed on or after the last day of the "school year," the parties shall make every effort to reduce the time limits set forth herein so that the procedure may be resolved as soon as possible. During the summer "school days" shall be defined as days the District offices are open for business. Time limit extensions shall be liberally granted when needed due to vacations.
2. Failure at any step of this procedure to communicate the decision in writing on a grievance within the time limits shall permit the aggrieved to proceed to the next step in the

procedure. Further, failure to appeal the grievance at any step of the procedure within the prescribed time limits shall render said grievance non-appealable and the District's decision at the last step of the grievance procedure shall stand.

3. No documents, communications or records dealing with the grievance or its processing shall become part of the personnel file of any of the participants and such communications shall be held confidential. No reprisals of any kind will be taken by the Board or the school administration against any employee because of his/her participation in this grievance procedure.
4. An aggrieved person or his designated representative may withdraw the grievance from the grievance procedure without prejudice at any time.
5. Time limits may be extended or condensed by the mutual agreement of both parties.
6. In addition to his own appearance in any of the steps listed here, the aggrieved party may be represented by a third party. The President of the Association shall be informed in writing of all grievances and their disposition. An Association representative may attend all grievance hearings.
7. Grievances shall be processed on the form attached hereto and marked Appendix E.
8. Nothing contained herein shall prevent the aggrieved from attempting to resolve a grievance informally at any appropriate level of management prior to submitting a written grievance at Step 1 of the procedure.
9. Meeting times for settling alleged grievances will be scheduled at mutually agreed upon times.
10. The Board and the administration will cooperate with the Association in its investigation of any grievance and, further will furnish the Association any available information relative to the grievance as requested for the processing of said grievance.

D. Procedure

The parties of this Agreement agree that an orderly and swift resolution of the grievance is in the best interests of the parties. A four step process is recommended to resolve the problem. Prior to submission of a written grievance, the aggrieved person may consult informally with the building principal for the purpose of exploring the facts and attempting to resolve the grievance informally.

Step I. The aggrieved person shall present the grievance in writing and on the form provided by the employer (attached hereto and marked Appendix F) to the building principal within fifteen (15) school days after the grievant becomes knowledgeable of the act or condition which is the basis of the complaint. In the event that an attempt is made by Association officers or by the grievance chairperson to resolve the complaint, the Association may delay Step I by submission of a letter of request for a Labor/Management Committee meeting relevant to that complaint. The letter must be sent within the fifteen (15) day period as set forth in Step I. Failure to resolve said complaint at that meeting shall result in the commencement of the grievance procedure as set forth in Step I. The building principal shall reply in writing to the grievant within ten (10) school days after the presentation of the grievance.

Step II. If the action in Step I above fails to resolve the grievance to the satisfaction of the aggrieved person, the grievance may be referred within ten (10) school days to the Superintendent or his designee. The Superintendent or his designee shall reply in writing within the period of ten (10) school days after receipt of the appeal.

Step III. If the action in Step II above fails to resolve the grievance to the satisfaction of the aggrieved person, the grievance may be referred to the Board within ten (10) school days and a decision, in writing, shall be rendered within twenty (20) school days after receipt of the appeal. Upon request of either party the Board may schedule a meeting with the Association's representative before a decision is rendered.

Step IV. If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance may be referred to binding arbitration by a single arbitrator as provided in Section 903 of Act 195, providing such referral is made within thirty (30) school days following the date of the decision referred to in Step III.

If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then submit to the parties the names of seven (7) arbitrators. Each party shall alternately strike a name until one name remains. The public employer shall strike the first name. The person remaining shall be the arbitrator.

The decision of the arbitrator shall be final and binding upon the parties. The arbitrator shall have no power to add to, subtract from, alter or modify the terms of conditions of this Agreement. All fees and expenses of the arbitrator shall be borne equally by the Association and the Board. Expenses of each party, including salary payments, will be borne by the respective parties.

In the event any employee or the Association exercises any right of appeal to court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a

grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing or arbitration if such an appeal is filed, unless referred back to the grievance process by order of the Court or agency.

ARTICLE XIII
EMPLOYEE LIABILITY FOR ACTIONS IN THE COURSE OF EMPLOYMENT

- A. The Board of School Directors, or its insurer, will provide legal counsel in all civil actions against individual employees arising out of their performance of assigned duties and responsibilities or when acting in their role as an employee during school functions, when the School District is not named as a party. When the Board of School Directors or the School District is named as a party in a civil action against an employee, the Board will provide counsel for both parties.
- B. A professional employee of the School District who believes that any circumstances have arisen which require application of this policy in his/her case must promptly notify his/her principal of such circumstances.
- C. When time is necessarily lost by an employee in connection with any incident mentioned in this Section and the employee has neither been found liable nor entered into a settlement with the third party, such time shall not be charged against the employee and he/she shall suffer no loss of pay or fringe benefits.

**ARTICLE XIV
SAFETY AND HEALTH**

Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety or well-being. In the event of a dispute concerning a health or safety issue, the following procedure shall be used:

- A. The employee(s) shall initiate a grievance under Article XIII as soon as possible. The District and the Association will expedite the time limits in the grievance procedure.
- B. The employee(s) will continue to work pending resolution of the grievance unless the condition presents a clear and present danger to his/her safety as certified by the appropriate and independent individual or agency competent to deal with the issue. The individual or agency shall be selected by mutual agreement.
- C. When mutual agreement regarding the selection of the individual or agency cannot be reached, a list of three (3) individuals or agencies competent to deal with the issue shall be selected at random. Both the Board and the Association shall strike one of the individuals or agencies who are deemed unacceptable. The remaining individual or agency shall be designated as the proper authority to render a judgment as to the health or safety hazard presented in the instant case. In cases where an independent individual or agency cannot be selected by mutual agreement, and the above selection procedure is used, the cost of the individual or agency so selected shall be borne equally by the Association and the District.
- D. If buildings are closed because of emergencies, unsafe or hazardous conditions, and the days missed are not rescheduled by the District, the employees involved shall suffer no loss in pay.

**ARTICLE XV
PART-TIME EMPLOYEES**

Part-time employees under contract with the District, working less than a full work week but who work either twenty (20) or more hours per week or five (5) days per week, shall be covered under this Agreement. Salaries and fringe benefits for this group of part-time employees will be pro-rated on the basis of hours worked, except that employees who are involuntarily reduced from full-time to part-time will maintain the same fringe benefits as full-time employees.

**ARTICLE XVI
PERSONAL PROPERTY**

- A. The District will maintain a fund of Four Thousand Dollars (\$4,000) in each year of the contract which shall be used as a source of reimbursement to a professional employee within the limits and upon the conditions herein so described, for the cost of replacing or repairing personal property which is damaged, destroyed or stolen while the employee is acting in the proper performance of his/her duties.
- B. Claims for reimbursement for the current school year are to be submitted to the Superintendent not later than May 15th. Claims occurring after May 15th will be submitted

in the following school year. All claims are to be in writing and shall be accompanied by appropriate documentation which shall include, but not be limited to, an affidavit from the professional employee and a copy of the police investigative report. A copy of each claim shall be given to the HTEA at the time each claim is filed. Copy shall be labeled "Association Copy." The professional employee shall have the burden of establishing his/her claim. No claim will be paid under this Section if the professional employee's loss is found to have resulted from his/her own negligence or contributory negligence. No claim will be paid for losses which are reimbursed from some other source.

- C. All claims for reimbursement will be considered at the end of the school year by a committee comprised of two (2) representatives selected by the District and two (2) representatives selected by the Association. If this committee is deadlocked concerning whether sufficient proof has been submitted to warrant payment of a claim, then such claim, at the discretion of either party, may be taken to arbitration in accordance with Article VII of this Agreement. Should arbitration be required to settle any claim, the cost of said arbitration shall be shared as follows:

One-half (½) from the \$4,000 Personal Property Fund
One-quarter (¼) from the Board
One-quarter (¼) from the Association

If the amount of the allowed claims exceed \$4,000, the \$4,000 sum will be prorated among the claims allowed by the committee or through arbitration.

ARTICLE XVII SCHOOL BOARD RIGHTS

The parties understand and agree that the School District shall have the exclusive right to:

- a. Direct the work of its employees.
- b. Hire, promote, transfer and assign employees.
- c. Suspend, demote, discharge or discipline employees for proper cause.
- d. Initiate, prepare, certify and administer its budget.
- e. Determine and implement functions and programs of the School District.
- f. Exercise all powers and duties granted to the School District by law.

**ARTICLE XVIII
SEPARABILITY CLAUSE**

In the event that any provision of this Agreement is found to be inconsistent with any statute or law, the statute or law shall prevail, and if any provision herein is found to be invalid and unenforceable by a court or any administrative agency having jurisdiction, then said provision shall be considered void, but all other valid provisions shall remain in full force and effect.

**ARTICLE XIX
WAIVERS**

The parties agree that all items contained herein have been discussed during the negotiations leading to this Agreement, and that no additional negotiations will be conducted during the life of this Agreement unless both parties mutually agree to negotiate.

**ARTICLE XX
TERM OF AGREEMENT**

This Agreement shall be effective as of September 1, 2022 except as otherwise expressly provided in the Agreement, and shall continue in full force and effect until August 31, 2025 or such later date as the parties hereto may agree to be the extended ending date. Any such extended date shall be binding only if confirmed in a written amendment to this Agreement, confirmed by the membership, and shall be signed by both parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the 9th day of August, 2022.

**Haverford Township
Education Association**




President




Secretary

**SCHOOL DISTRICT OF
Haverford Township**



President



Secretary

APPENDIX A
Salary Schedule

School District of Haverford Township				
2022-2023				
Step	Bachelors / TPE	Masters	Masters +20 Concentration Masters +30	Doctorate
1	54,981	61,488	64,442	67,519
2	55,031	61,538	64,492	67,569
3	55,787	62,403	65,390	68,513
4	57,112	63,888	66,951	70,147
5	58,378	65,312	68,439	71,700
6	59,554	66,638	69,829	73,154
7	61,050	68,314	71,579	74,989
8	63,396	70,938	74,327	77,863
9	65,671	73,463	76,967	80,627
10	67,987	76,038	79,657	83,440
11	71,123	79,463	83,236	87,194
12	71,123	83,788	87,766	91,939
13	71,123	88,612	92,824	97,223
14	71,123	96,653	101,239	106,032
15	89,313	106,768	111,819	117,096

School District of Haverford Township

2023-2024

Step	Bachelors / TPE	Masters	Masters +20 Concentration Masters +30	Doctorate
1	56,269	62,776	65,730	68,807
2	56,319	62,826	65,780	68,857
3	57,075	63,691	66,678	69,801
4	58,400	65,176	68,239	71,435
5	59,666	66,600	69,727	72,988
6	60,842	67,926	71,117	74,442
7	62,338	69,602	72,867	76,277
8	64,684	72,226	75,615	79,151
9	66,959	74,751	78,255	81,915
10	69,275	77,326	80,945	84,728
11	72,411	80,751	84,524	88,482
12	72,411	85,076	89,054	93,227
13	72,411	89,900	94,112	98,511
14	72,411	97,941	102,527	107,320
15	90,446	107,901	112,952	118,229

School District of Haverford Township				
2024-2025				
Step	Bachelors / TPE	Masters	Masters +20 Concentration Masters +30	Doctorate
1	57,456	63,963	66,917	69,994
2	57,506	64,013	66,967	70,044
3	58,262	64,878	67,865	70,988
4	59,587	66,363	69,426	72,622
5	60,853	67,787	70,914	74,175
6	62,029	69,113	72,304	75,629
7	63,525	70,789	74,054	77,464
8	65,871	73,413	76,802	80,338
9	68,146	75,938	79,442	83,102
10	70,462	78,513	82,132	85,915
11	73,598	81,938	85,711	89,669
12	73,598	86,263	90,241	94,414
13	73,598	91,087	95,299	99,698
14	73,598	99,128	103,714	108,507
15	91,583	109,038	114,089	119,366

**APPENDIX B
SUMMER SCHOOL SALARY PROGRAM**

A. Salary Guide

Levels:	Summer 2023	Summer 2024	Summer 2025
1. No previous summer school teaching experience in Haverford Township School District.	\$4462	\$4551	\$4642
2. Beginning second year of Haverford Township School District summer school teaching.	\$4488	\$4577	\$4668
3. Beginning third year or more of Haverford Township School District summer school teaching.	\$4590	\$4681	\$4774

B. Length of Day

The above salaries and service increments are based on a school day of four and one-half (4½) hours per day for six (6) weeks. Employees working a lesser schedule will receive salaries on a pro rata basis.

C. Special Leave Day

Employees will be granted one (1) special leave day as outlined in Article XI. This special leave day for summer school is not an additional day, but one that may be used if the employee has an accumulated day to his/her credit as of the last day of each previous school year.

D. Sick Leave

Two (2) days of an employee's accumulated sick leave may be used during the summer program.

E. Benefits

Items C and D are applicable only to full-time employees of the School District of Haverford Township.

F. Employees who retire under the Superannuation provisions of the Public School Employees' Retirement System shall be eligible to teach summer school during the calendar year of their effective date of retirement.

G. Summer school employees shall be entitled to a leave of absence without pay after six (6) consecutive years of summer school service without loss of summer school seniority and salary schedule placement. Reasons for such approved leave shall be limited to restoration of health, study, and travel.

**APPENDIX C
EXTRA DUTY AND SERVICE PAY PROGRAM**

A. The hour allocation schedule for all activities in the Extra Duty and Service Pay Program shall be determined by the District and made available to the Association approximately sixty (60) days prior to the start of the various activities. For the fall activities the approximate date shall be the previous June 15; for winter activities the approximate date shall be September 5 of the same school year; for spring activities the approximate date shall be January 2 of the same school year. In no event shall the gross pay for a position, if offered, be less than the gross pay of that position for the 1983-84 school year. The District reserves the right to adjust staff in accordance with the student demand for the activity. Coaches shall be given written reasonable assurances no later than sixty (60) calendar days after the last official contest, if they are to coach the same sport next year. Coaches will sign the supplemental contract for the following school year within fourteen (14) calendar days after School Board approval of seasonal sports. If the Athletic Director determines a coach will not be coaching the same sport the next year, the coach shall be notified in writing and will have a conference within sixty (60) days of the last official contest. Coaches will notify the District at least sixty (60) calendar days prior to the official starting date if they intend to resign. A coach not giving sixty (60) calendar days could be required to coach for up to sixty (60) calendar days from their date of notification or until an acceptable candidate is found, whichever occurs first.

B. Hour Definition

An hour is the equivalent of sixty (60) minutes of student contact time which includes instruction, supervision and equipment collection.

C. Hourly Rates (Based on a ratio of 1.00)

2022-2023	\$33.91 per hour
2023-2024	\$34.58 per hour
2024-2025	\$35.27 per hour

D. Job Categories - Definitions Ratio

Sponsor	Primarily non-teaching, supervisory function and/or limited student contact or service function	1.00
Assistant Coach	Works under the direction of a head coach with the same students or group. No separate team, game, practice or performance	1.00
Head Coach JV Coach	Totally responsible for a group and/or team. Directs separate practice, separate games or performances	1.05

High School Varsity	Head Coach of a recognized High School Varsity Sport involved in interscholastic competition	1.10
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Payment for Extended Duty

If the Administration requires a coach or sponsor to provide additional time in an activity beyond that originally allocated in the hour allocation schedule for that season, additional compensation will be paid on the basis of the additional hours worked only when said additional hours are approved in advance by the immediate supervisor of the coach or sponsor of the activity, or when emergency situations arise that can be validated.

- F.** Payment for all extra duty and service pay programs shall be made in two (2) equal installments. One pay date shall be mutually selected each season at approximately the midpoint for the initial payment.
- G.** The District is committed to fair and reasonable treatment of all employees assuming positions in the activities and athletic programs as related to discipline, discharge or non-renewal of assignment.

The District's actions in this regard will at all times be timely, be guided by reasonable standards and be supported by written documentation.

**APPENDIX D
FRINGE BENEFITS**

I. Health Coverage

Employees may choose to participate in various health coverage plans offered by the District, provided that no employee shall be entitled to contribution of premium costs that result in coverage of the employee or any member of the employee's family under both the current medical plan and an HMO plan, at the expense of the District, subject to the limitations listed below.

The District shall provide employees an opportunity to select from the following plans, if available:

During the term of this agreement the District shall pay the following premium costs of coverage for which the employee is eligible:

<u>2022-2025:</u>	Keystone Direct POS C2-F2-0	88.25% (employee share: 11.75%)
	Personal Choice C2-F2-01	88.25% (employee share: 11.75%)

An alternate or additional insurance carrier's policy may be selected by mutual agreement between the parties.

The District shall pay the following premium costs of \$10/20/35 Formulary Prescription Plan and the Delta Dental plans:

<u>2022-2025:</u>	88.25% (employee share: 11.75%)
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A. Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its employees and limiting the future increases in those costs:

Employees may opt out of all medical, prescription, and dental plans and receive an annual taxable cash payment equal to twenty-five percent (25%) of the full premium costs of the coverage for which the employee is eligible for the least expensive plan with prescription and high dental. To be eligible for the payment, the disenrollment must be for a minimum period of one (1) year.

In order to be eligible to receive the opt out payment, the individual must be eligible to receive health insurance under Appendix D. Accordingly, as an example, in the situation

where both spouses are employed by the District, since only one insurance plan is provided, only one opt-out payment is required.

Employees who are on approved Family Medical Leave or other unpaid leave are not eligible for the opt-out payment.

If an employee is eligible to receive the “opt-out” benefit, that amount shall be provided to the employee through the District’s §125 cafeteria plan as cash in lieu of healthcare. Solely for this purpose, any employee who is eligible to receive the “opt out” benefit shall be deemed to have elected to participate in the §125 plan unless they affirmatively elect not to participate in the District’s §125 plan.

Health care coverage adjustments due to Affordable Care Act implementation.

If during the term of this agreement or any time before a successor agreement is reached the premium for any health care plan will exceed the threshold amount as stated in the Patient Protection and Affordable Care Act so as to subject such a plan to a tax which cause a significant increase in health care costs to the Board than the costs contemplated as of the date of ratification, the parties agree to address the issue in accordance with the following process:

- a. The Board shall notify the Union that the plan or plans are being subjected to the fee or tax and what it intends to do to eliminate the fee or tax, or that it has decided that a significant increase in health care costs has developed due to one of the reasons noted above and what it intends to do to eliminate the increase.

- b. In the absence of mutual agreement on how the issue will be addressed within thirty (30) calendar days after the Board provides the information required by Section (a), a disagreement will be deemed to exist. Either party may then request binding arbitration by notifying the other within ten (10) days of the disagreement date. A request to the Pennsylvania Bureau of Mediation for a list of arbitrators will be made by the notifying party immediately thereafter and an arbitrator will be selected from the list. The arbitration concerning this issue will proceed as follows:
 - i. Within ten (10) calendar days of the receipt of the request to arbitrate, each party shall submit to the other its proposal for addressing the issue.
 - ii. The selected arbitrator shall be required to conduct a hearing within thirty (30) days or as soon as practicable thereafter, and then shall be required to choose either the Union’s proposal or the Board’s proposal. The proposal by the arbitrator shall become a part of the Agreement and will supersede any affected provisions of the Agreement.

II. Life Insurance

The District will provide life insurance coverage in the amount of \$50,000.

III. Income Protection

The District will provide income protection in case of long-term illness for employees in the bargaining unit to the limits specified below:

A. Monetary Benefits

\$3,000 per month for life of contract.

B. Medical Insurance

The District will provide medical insurance coverage as set forth in Appendix D, Section 1, for the time period specified in Sub-section A above.

C. Conditions

1. After one year of continuous service at Haverford.
2. Payable beginning with the 31st consecutive day of disability or at the termination of the employee's accumulated sick leave, whichever comes last.
3. Provided employee has no eligibility for sabbatical leave.
4. Confirmation by School District physicians will be required to qualify and continue to receive benefits.
5. Coverage will stop if PSERS or Social Security disability benefits become effective prior to the expiration of the 12-month period.

IV. Retirement Allowance

Employees retiring from the School District of Haverford Township under the provisions of the Public School Employees Retirement System of Pennsylvania and employees retiring under the Disability or Withdrawal Allowance provisions will receive a non-elective employer contribution into their 403(b)/457 accounts equal to \$97.00 multiplied by the number each retiree's accumulated unused sick and personal leave days. Any amount that may not be contributed into an employee's 403(b)/457 account because of the contribution limitations of Section 415(c)(1) of the Internal Revenue Code shall be contributed in the next calendar year, and then each of the next four years as needed until the full contribution has been made. Should an employee provide notice of intent to retire to the District prior to April 1st the payment for unused sick and personal days shall equal One Hundred and Two Dollars (\$102.00).

V. Tuition Reimbursement

Employees may apply for reimbursement of tuition for college **graduate level** credits successfully completed. (Grade B or higher.)

District Service

<u>Eligibility Requirement</u>	<u>Reimbursement</u>
1 year	up to \$3,400 annually

The total tuition reimbursement for the entire bargaining unit will be capped at Two Hundred Ten Thousand Dollars (\$210,000) per year. It will be distributed on a first come, first served basis.

On-line courses will qualify for reimbursement if they are graduate-level courses from an accredited college/university **acceptable to the District**. The Superintendent must preapprove any on-line courses and the decision of the Superintendent **or designee** will be final and not subject to challenge.

Employees applying for tuition reimbursement must submit request for approval, two (2) weeks prior to commencement of the course. Tuition reimbursement must be requested within six (6) months of completing the course to be eligible for reimbursement.

Employees who leave employment with the District within one year of receiving tuition reimbursement will be obligated to repay the District the amount reimbursed.

Reimbursement will be made for courses completed prior to the end of the first year of service only upon return of the employee at the beginning of the second year of employment. Requests for reimbursement may be submitted with the appropriate documentation when the course has been successfully completed. Reimbursement for first semester courses for in-service employees shall be made the first pay period following the approval by the School Board or not more than forty-five (45) days following submission of documentation. Employees who complete courses after June 1, including all summer sessions, will receive reimbursement for such course work at the beginning of the following school year. These employees must be in the active employ of the District, on approved sabbatical leave or on the recall list at the beginning of the next school year in order to receive the reimbursement.

Undergraduate courses may qualify for reimbursement provided such courses relate directly to the employee's teaching assignment. Employees must receive prior approval from the Office of the Superintendent to be eligible for tuition reimbursement, and the decision of the Superintendent will be final.

Graduate level credits not leading to a degree but which might be applicable to the Master's Plus 30 or Master's Plus 20 Concentration category must be approved by the Office of the Superintendent **or designee** prior to registration and must be acquired after the Master's Degree date of attainment.

Graduate level credits earned prior to employment by the District which might be applicable to the Master's Plus 30 or Master's Plus 20 Concentration category will be reviewed upon receipt in Human Resources at time of hire. It is the responsibility of the employee to present earned

credits at time of hire.

Any course credits acquired prior to Master's Degree date of attainment may be submitted for review, but as with all other course credit requests, the decision of the Office of the Superintendent **or designee** will be final.

VI. Master's +20 Concentration

1. To qualify for placement in the Master's plus 20 column, employees must complete courses in their assigned field at the college or university accredited by the Pennsylvania Department of Education or corresponding out-of-state agency recognized by the Pennsylvania Department of Education and/or courses related to their teaching assignment as approved by the Superintendent or his designee. Such approval must be requested and received prior to beginning course work.
2. In addition to courses completed in the assigned teaching field, courses related to present teaching assignments at both the elementary and secondary levels may qualify, as determined by the District, and shall include but not limit the District to the following areas:
 - a. Reading;
 - b. Special Education;
 - c. Areas of instruction needing improvement or updating as recommended by the District. The District will reimburse full tuition for any course taken under this provision. The District reserves the right to determine the course and select the college or university.
3. No employees can be placed on the Master's plus 20 Column unless they possess an earned Master's Degree.
4. In-service courses shall not be counted for this column.

**APPENDIX E
GRIEVANCE FORM**

**SCHOOL DISTRICT OF HAVERFORD TOWNSHIP
HAVERFORD TOWNSHIP EDUCATION ASSOCIATION**

Aggrieved party _____

School _____ Subject Area/Grade _____

Date of Grievance _____ Date of Filing _____

Employees Signature

Area of Alleged Contract Violation (Articles/Section) _____

Statement of Grievance

Relief Sought

STEP I -- Building Principal's Reply _____

Building Principal's Signature _____

Date _____

Reply acceptable _____
(Signature) (Date)

Appealed to STEP II _____
(Signature) (Date)

Superintendent or his Designee's reply

Superintendent or his Designee's signature _____
(Date)

Reply acceptable _____
(Signature) (Date)

Appealed to STEP III _____
(Signature) (Date)

STEP III -Board of School Directors' Reply _____

District Representative's Signature _____
(Date)

Reply acceptable _____
(Signature) (Date)

Appealed to Arbitration _____
(Signature) (Date)

Association's Signature _____
(Signature) (Date)

STEP IV - Arbitrator's reply _____

Arbitrator's Signature _____
(Date)

**APPENDIX F
AUTHORIZATION FORM**

I hereby authorize the School District of Haverford Township to deduct professional Association dues (local, state and national) from my periodic paychecks. Such deduction shall be made over twelve (12) consecutive pay periods annually beginning no later than the fifth payday of each school year.

In the event that I terminate my service with the School District prior to the total of the annual deductions being made, I understand that the balance necessary to complete the total shall be deducted from my final pay check received from the School District.

This authorization shall remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the Collective Bargaining Agreement.

(Date)

(Signature)