



AGREEMENT

BETWEEN

ROSE TREE MEDIA SCHOOL DISTRICT

AND

ROSE TREE MEDIA EDUCATION ASSOCIATION

Approved by the Board  
of School Directors  
February 25, 2021

For the period  
July 1, 2021  
through June 30, 2024

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## ARTICLE I

### PARAMETERS OF AGREEMENT

This Agreement entered into by and between Rose Tree Media School District Board of Directors, Pennsylvania, and the Rose Tree Media Education Association.

#### A. RECOGNITION AND DEFINITION OF UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations for all full-time and regular part-time teachers, substitute teachers whose appointment is for at least one-half of an academic year, nurses, librarians, guidance counselors, and occupational therapists and excluding management-level employees, supervisors, first-level supervisors, confidential employees and guards.

#### B. DEFINITION OF PARTIES

Unless otherwise indicated the terms "teachers" or "employees" when used hereinafter in the Agreement shall refer to all members of the bargaining unit as described above; the term "Board" is to include the Rose Tree Media School Board and its designated agents.

#### C. SUPERSEDURE

Any Article in this Agreement shall supersede and replace any rules, regulations, or policies of the Board dealing with the same or similar issues.

#### D. GOVERNMENT REGULATIONS

If government regulations limit complete implementation of Article VI of this Agreement, the Board agrees to interpret such regulations in the least restrictive manner provided by state and federal government authorities.

#### E. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

#### F. SEPARABILITY

In the event any provision of the Agreement is found to be inconsistent with any statute or law, the provisions of such 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 such provisions shall be considered void, but all other provisions shall remain in full force and effect.

G. CONSTRUCTION

The Association and the Board agree that this Agreement shall be interpreted and construed in a manner neither in violation of nor in conflict with any provisions of any statute or statutes enacted by the General Assembly of the Commonwealth of Pennsylvania.

H. NO STRIKE/NO LOCKOUT

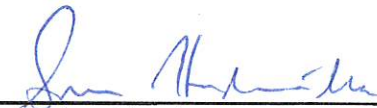
Both parties agree to faithfully abide by the provisions of Act 195 and Act 88. It is mutually agreed that there shall be no strike, as that term is defined under the Public Employee Relations Act, during the life of this Agreement, nor shall any officer, representative or official of the Association authorize, assist or encourage any such strike during the life of this Agreement. The Association further agrees that it and the members of the bargaining unit will not, during the term of this Agreement engage in a strike, slowdown, sick-out, selective strikes or any other concerted effort designed to impair the normal operation of the District. It is further agreed that the Board shall not engage in any lockout during the life of this Agreement.

I. DATE


All Articles shall be in effect from July 1, 2021, through June 30, 2024.

ROSE TREE MEDIA  
BOARD OF SCHOOL DIRECTORS

ROSE TREE MEDIA  
EDUCATION ASSOCIATION

/S/   
\_\_\_\_\_  
President

/S/   
\_\_\_\_\_  
President

/S/   
\_\_\_\_\_  
Board Secretary

/S/   
\_\_\_\_\_  
Chief Negotiator

## ARTICLE II

### RIGHTS AND RESPONSIBILITIES OF TEACHERS

#### A. SELECTION PROCEDURES

1. For any vacancy in any professional position, summer school, homebound instruction, federal projects and other programs (including teaching positions for which teachers may be qualified and eligible) the Board shall provide the Association written notice. Job postings shall be emailed to the entire bargaining unit at the time of posting. Such notice shall clearly set forth a description of the position, necessary qualifications, salary range, and procedure for application. Except in emergency situations (emergency to mean when a teacher voluntarily terminates employment with the School District and does not give at least forty (40) days prior notification) no opening shall be filled except on a temporary basis until such opening shall have been posted for at least ten (10) calendar days prior to the last day on which application shall be accepted.
2. Each teacher including those on leave of absence and a long-term substitute who applies in writing shall receive full, due consideration for any vacant position. Due consideration shall mean the opportunity for submission of an updated resume and an interview with the building principal and/or party responsible for the filling of the position. Consideration will be given to experience and seniority in the Rose Tree Media School District.
3. All candidates for a position in the School District other than the one they currently hold shall be notified, in writing, of the outcome of their candidacy.

#### 4. Vacancy Selection, Summer

Summer school assignments shall not be obligatory but shall be with the consent of the teachers. All factors being equal, preference in making such assignment shall be given Rose Tree Media School District teachers.

#### 5. Delivery of Instruction

The Association and the District agree that should the District create and/or provide a cyber school for Rose Tree Media students, no bargaining unit member shall be furloughed as a direct result of cyber instruction. When practical, cyber instruction shall be conducted by bargaining unit members. A bargaining unit member certified in the content area shall be assigned to each classroom where cyber instruction is occurring. The assignment shall be considered a part of the bargaining unit member's teaching requirement. The District and the Association will enter into a Memorandum of Agreement should the District create a cyber school or subcontract with a cyber-provider to teach certain courses not offered by the District.

## B. PERSONNEL FILES

1. The teacher shall have the right to review the contents of his/her personnel file in the Education Center and in his/her respective building. Said review shall occur within seven (7) days of the request and shall be scheduled within a reasonable time of the employee's regular workday. The teacher shall be entitled to have a representative of the Association accompany him/her during such review.
2. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the understanding that such signature in no way indicates agreement with the contents thereof. Failure or refusal of a teacher to affix his/her signature shall not preclude the report from remaining in the teacher's record. The teacher shall also have the right to submit a written answer to such material and his/her answer shall be attached to the file copy. Copies of supervisors' reports and the teacher's final rating will be placed in his/her personnel file in the principal's office.
3. The Board agrees to protect the confidentiality of personnel references, academic credentials and other similar documents. It shall not establish any separate personnel files.
4. No item shall be removed from the personnel file of the teacher without the teacher's authorization. No examination shall be made of the teacher's personnel file by other than employees of the District authorized by the Board or persons authorized in writing by the employee himself/herself. The Board shall replace with a suitable copy any item which is removed at the Board's discretion, from the employee's personnel file.

## C. TEACHER'S RIGHTS

### 1. Citizenship Rights

Every teacher shall be entitled to full rights of citizenship and no religious and political activities of any such teacher or the lack thereof shall be grounds for any discipline with respect to the professional employment of such employee.

The private and personal life of any teacher is not within the appropriate concern or attention of the Board, except as it may be proved to adversely affect the educational program.

### 2. Representative Rights

Whenever an administrator schedules a meeting with a teacher, that teacher has the right to bring a building representative, Association Officer if a building representative is not otherwise identified, or UniServ representative assigned to

the bargaining unit to that meeting, without an adverse inference reflected upon the bargaining unit member.

3. Due Process and Just Cause

- a. The Board and the Association expressly agree that the Board and Administration shall not discipline a tenured professional employee except for cause.
- b. Disciplinary actions which the Board or Administration may take, provided that cause exists, shall include, but shall not be limited to, oral reprimand, written warning, written reprimand, suspension from employment duties without pay, demotion, unsatisfactory rating, or dismissal for cause. In the event that a grievance filed under this section is processed to the arbitration level, the arbitrator shall have exclusive jurisdiction to determine whether just cause exists, and if so, the appropriate penalty.
- c. Bargaining unit members who are tenured professional employees and have received or are in danger of receiving an unsatisfactory rating shall be subject to the Rose Tree Media Intensive Supervision Program.
- d. No tenured professional employee shall be dismissed unless the District Superintendent shall recommend dismissal and a majority of the Board shall vote for dismissal at a public meeting of the Board.
- e. In determining whether cause exists for dismissal, that term shall specifically include, but shall not be limited to, just cause, or any conduct or action by a tenured professional employee which would lawfully provide a proper basis for dismissal pursuant to Section 1122 of the Public School Code of 1949 and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.
- f. In the event that the District Superintendent shall recommend to the Board that a tenured professional employee be dismissed, that recommendation and the reasons therefore shall be transmitted, in writing, to the Board President and the employee involved. Within ten (10) days after receipt by the employee involved of such recommendation he/she shall elect, in writing, whether he/she elects to proceed under the Sections 1121 through 1132 of the School Code or in accordance with the grievance procedure set forth in this Agreement, beginning at Level 2e (School Board). Tenured professional employees whose dismissal for cause have been recommended may follow the grievance procedure or request a hearing pursuant to sections 1121 through 1132 of the School Code, but not both.
- g. This Section shall apply to disciplinary actions only and shall not apply to retirements, suspensions, transfers, demotions, abandonment of contract, resignation, or other changes in tenured professional employee status



which are initiated by the employee, or which are initiated by the Board for reasons other than for the purpose of discipline of an employee for cause.

#### D. CONFIDENTIAL CORRESPONDENCE

Professional courtesy shall be extended and observed by all staff members and Board members who are communicating or attempting to communicate with one another.

Any written communication of a confidential nature sent through interoffice mail shall first be sealed in a white envelope with the name of the recipient and the word "CONFIDENTIAL" on the envelope. Such communication shall not be opened by anyone other than the intended recipient.

#### E. ASSIGNMENTS

The teacher will be paid at workshop rate for one day if moving within the building, and two days if moving to another building. This will be paid for any involuntary transfer and at the district's discretion for voluntary transfer. If a teacher has to change grade level or subject, the teacher will be provided with a .5 mentor at the district's discretion.

##### 1. Emergency Assignments

Except in emergency situations, teachers shall not receive major teaching assignments outside the scope of their teaching qualification and certification in their major or minor fields of study. In such emergency situations, the Association shall be notified with an indication of the nature of the emergency.

##### 2. Teacher Schedule

Teachers shall be given written notice of their tentative schedule (i.e., the school and courses) for the forthcoming year on or before the last scheduled school day. They shall be given written notice of their daily schedule (i.e., course titles, room assignments, timetable), for the forthcoming year on or before August 15.

##### 3. Transfer, Voluntary

Teachers requesting a transfer between buildings should write to the Superintendent at the time of an advertised vacancy. The teacher will be interviewed and will receive a written response, with a reason, within five (5) days following the filling of the vacancy.

Teachers requesting a transfer of grade level or subject assignment within a building should write to the Principal. At the time of an advertised vacancy, the teacher will be interviewed and will receive a written response, with a reason, within five (5) days following the filling of the vacancy. If a teacher is dissatisfied with the Principal's decision, he/she may discuss the decision with the Superintendent.

4. Transfer, Involuntary

- a. Except where transfer is requested by a teacher, the Board shall notify any teacher and the Association of a proposed transfer and the reasons for such transfer. Such notification shall be given in writing on or before the last scheduled school day whenever possible. If the teacher objects to the transfer, he/she may provide written indication of his/her feelings against the transfer to the Superintendent and the Association.
- b. The Association recognizes the Board's responsibility and authority to assign teachers to meet the needs of the School District. One or more of the criteria below will be considered in the assignment and transfer of teachers.

If a teacher is required to change building, elementary grade level or secondary subject assignment (i.e., art, math, science, etc.) in addition to the procedure outlined in paragraph a., any teacher objecting to the transfer pursuant to paragraph a. will be given the opportunity to discuss the transfer with the Superintendent. No bargaining unit member who has been involuntarily transferred shall be involuntarily transferred again for one (1) year from the effective date of transfer unless agreement between the District and the Association that the move would save a teaching position and/or prevent the furlough of an existing employee. Excluded from this provision are special education, gifted and special area teachers such as music, art and physical education and any teacher whose transfer is necessitated by district wide, building level or class declining enrollment.

- c. The Superintendent has the authority for the assignment of teachers. Teacher transfer will take place by using one or more of the following criteria:
  - 1) Needs of students, as defined by the Board (after input from the teacher involved in the transfer).
  - 2) District program needs.
  - 3) Desires and goals of the teacher.
  - 4) Quality of performance in prior assignments (including sponsorship of extra-curricular activities).
  - 5) Seniority (length of service in Rose Tree Media).
  - 6) Length of professional service.
  - 7) Academic achievement (degree status).

- 8) Certification.
- 9) Teacher experience and ability in the area of the proposed assignment.

**ARTICLE III**  
**LEAVE PROCEDURE**

**A. PERSONAL LEAVE**

1. Each teacher in his/her first three (3) years of teaching in Rose Tree Media School District will be allotted two (2) days of personal leave per year. "Personal" will be sufficient written reason for the two (2) days.

Each teacher who has successfully completed three (3) consecutive years (in his/her fourth year of consecutive teaching in the Rose Tree Media School District) will be allotted four (4) days of personal leave per year. Leave shall not be cumulative. Personal leave days are to be used for emergency or personal business that could not be otherwise scheduled for non-school hours. "Personal" will be sufficient written reason for the four (4) days.

2. The maximum number of personal leave days taken on any one (1) workday, is limited to 10% of the number of teachers in each school.
3. Personal leave may be used on any regularly scheduled day immediately prior to or after a school holiday, the day on which convocation is scheduled, the first five (5) student days of the school year and the last five (5) students of the school year. The use of personal leave on any of the above referenced days shall be limited to three (3) teachers per each of the elementary schools, four (4) teachers at the middle school and five (5) teachers at the high school. Personal days may be used by employees for religious holidays; however, in the alternative, to the extent employees do not use a personal day for a religious holiday they may observe the religious holiday as an unpaid day.
4. Special emergency exemptions to items two (2) and three (3) above may be granted at the discretion of the Superintendent.
5. Employees may carry over one (1) unused personal day to the next school year. The remaining unused personal days will convert to sick days at the end of the school year.

**B. LEAVE FOR FAMILY ILLNESS**

1. Employees may be absent from work for up to five (5) days, singularly or consecutively, with full pay based upon their regularly scheduled workday, to attend to the illness of a member of their immediate family, childbirth or adoption. Such absences shall be deducted from the employee's accumulated sick leave.
2. Employees will submit in writing the reason for the leave. In an emergency such written explanation may be submitted upon the employee's return to work.

3. The leave may be extended, with pay, at the discretion of the Superintendent.

#### C. ASSOCIATION LEAVE

Any teachers who shall be authorized by RTMEA to attend Association-related business meetings shall be granted such leave of absence as is necessary for such purposes to a limit of fourteen (14) total days per year collectively across the bargaining unit. No member shall take more than five (5) days during a school year unless approved by the Superintendent. Such absences shall not be charged to the employee's sick or personal leave. No expenses incident to attendance at such meetings shall be paid by the Board, and RTMEA shall pay and reimburse the Board the wages for the substitute teacher engaged, during the teacher's absence. RTMEA will submit appropriate paperwork for such leave in advance. Teachers in their first year of teaching in the Rose Tree Media School District are not eligible for this benefit.

#### D. COURT APPEARANCE

1. A bargaining unit member who is called for jury duty shall suffer no loss in salary during the period of his/her actual jury service provided that he/she shall furnish the District with a statement from the appropriate Clerk of Court attesting to the period of such service and provided that he/she shall turn back to the District any amounts paid for such service during such period of service.
2. A bargaining unit member who is directed to appear by lawful process as a witness by the District in a court proceeding, or who is a party to a suit against the District as a result of or relating directly to the discharge of his/her duties as an employee of the District while acting within the scope of his/her duties shall suffer no loss in salary during the period of his/her appearance in court, provided that the proceeding has not been initiated by the employee or the Association. Such bargaining unit member shall furnish the District with a copy of the applicable document together with a statement from the Clerk of Court attesting to the period of appearance in court and shall turn back to the District any witness fees received.
3. A bargaining unit member who is directed to appear by lawful process as a witness in any other court proceeding, and who actually appears in such proceeding, shall suffer no loss of pay for two days of his/her testimony or attendance, provided that:
  - a. He/she is not a party to the proceeding; and,
  - b. The Association is not a party to the proceeding; and
  - c. He/she furnishes a copy of the applicable document and a statement from the Clerk of Court attesting to his/her attendance as a witness; and,
  - d. He/she turns the applicable witness fee back to the District. If the bargaining unit member is required to testify or attend on more than one

day in the same proceeding, days of attendance after the first day shall be charged to unused personal leave until the employee's allowable personal leave is exhausted. Thereafter, the employee shall be considered to be on authorized unpaid leave. For days of absence subsequent to the first such day the employee shall not be required to turn the applicable fee back to the District.

- e. The court proceedings do not involve a district employee who is suing the district.
4. A bargaining unit member who is directed to appear by lawful process as a witness in a court proceeding in a matter directly relating to the discharge of his/her duties as an employee of the District while acting within the scope of his/her duties involving a former or current student, where neither the teacher nor the Association is a party, and who actually appears in such proceeding, shall suffer no loss of pay for the first week of his/her testimony or attendance, provided that he/she furnishes a copy of the applicable document and a statement from the Clerk of court attesting to his/her attendance as a witness and he/she turns the applicable witness fee back to the District.

In such a court proceeding, if the bargaining unit member is required to testify or attend for more than one week in the same proceeding, the District will continue to pay the bargaining unit member's salary, provided that the salary of the bargaining unit member's substitute will be deducted. In such cases, the bargaining unit member shall furnish a statement from the Clerk of Court attesting to the days of his/her attendance as a witness.

#### E. RELEASED TIME FOR ASSOCIATION BUSINESS

Whenever any representative of the Association or any professional employee is jointly scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and shall be provided with released time from his/her regular duties.

#### F. UNPAID LEAVE OF ABSENCE

##### General

Definition - An unpaid leave of absence for a specified period of time during which a teacher provides no service to the district, receives no salary yet is retained as a district employee with certain rights, benefits, and responsibilities. Except as otherwise provided, leave commencement and termination dates shall be at the end of a marking period or trimester or at a natural break in the school year as in accordance with the approved school calendar. This leave is available to those who have taught for two years in this District.

The Superintendent shall make recommendations to the Board, which shall consider each case individually. The sole consideration in granting such leave shall be the welfare of students and the availability of suitable replacements. The maximum

number of unpaid leaves of absence is limited to 10% of the number of teachers in each school. Sabbatical leaves are excluded from this 10% allotment.

Application forms are available in Principals' offices.

Teachers taking leave under this Agreement shall return under the terms of this Article of this Agreement.

1. Detached Service

- a. Definition - Where teacher is earning remuneration for the following:
  - 1) participation in a foreign or military teaching program;
  - 2) full-time participation in programs such as the Peace Corps, Teachers' Corps, Job corps; AmeriCorps,
- b. Rights - Upon completion of leave, teacher shall resume position previously held, if available, or comparable position.
- c. Responsibilities - The teacher shall apply for such leave at least six months in advance of effective date. He/she shall fulfill his/her stated intentions and return to Rose Tree Media School District's service on the specified date for a period equal to the length of his/her leave. Upon return to service, he/she will not terminate his/her Rose Tree Media School District employment prior to the close of any school year unless by mutual consent this responsibility is modified. Leave duration shall not exceed one (1) year to coincide with the beginning of a marking period.
- d. Benefits - Teacher may retain his/her membership in the Pennsylvania Public School Employees' Retirement System, hospitalization and other insurance plans in effect on the effective date of leave. Board shall contribute neither the employee's share, nor its own share to the cost of the membership retention. Teachers shall neither lose nor accrue seniority or salary step entitlement during the leave.

## 2. Political Activities

### a. Definition

- 1) to campaign for his/her election to state or federal public office; or
- 2) to serve as a full-time elected public official.

### b. Rights - A teacher may return to the position formerly held within four (4) calendar weeks after the effective date of leave commencement for campaigning purposes. Such return shall be within one (1) week of the election.

If he/she wins the election, he/she may return to the same or comparable position within two (2) years after taking office. The effective date of leave termination shall be the beginning of the first quarter year to coincide with the beginning of a marking period.

### c. Responsibilities - Teacher shall apply for four weeks or less campaign leave at least two months prior to effective date of leave commencement.

Application for service as office holder shall be made the day following election. Leave shall commence on date of inauguration into office. If orientation is held prior to taking office, leave shall commence one (1) week prior to swearing-in. Following the term of office, he/she shall return to Rose Tree Media School District service. Should the teacher seek re-election and win, the Board may require the teacher's resignation effective on the last day of his/her first term.

### d. Benefits - Same as in 1, d.

## 3. Medical or Surgical Emergencies

### a. Definition - Medical or surgical emergencies after exhaustion of all other appropriate leave possibilities.

### b. Rights - Teacher shall return to the same position, if available or similar position.

### c. Responsibilities - Teacher shall apply for leave as early as possible under the circumstances. Teacher shall return to Rose Tree Media School District service on the specified date. Leave duration shall not exceed one (1) year. The leave may be extended up to two consecutive years with the approval by the Superintendent or designee. Extension requests will be determined on a case-by-case basis and each request is at the discretion of the Superintendent or designee. Approval of one request does not establish past practice for future requests.

### d. Benefits - Same as 1, d.



#### 4. Child-Rearing Leave

- a. An employee who is expecting or whose spouse is expecting the birth of a child or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted a child-rearing leave of absence without pay.
- b. An employee who wishes a child-rearing leave of absence without pay must submit a request for such leave, in writing, to the Superintendent or designee no later than forty-five (45) days prior to the proposed effective date of the child-rearing leave. If the childrearing leave is for the purpose of adoption, the employee should submit a request of such leave, in writing to the Superintendent or designee no later than forty-five (45) days prior to the proposed effective date of the childrearing leave. If the employee does not know when the adoption placement is to occur, then the employee should make his/her request as soon as possible.
- c. The written request for child-rearing leave shall specify the expected date of birth or adoption of the child and shall specify the proposed period of leave, including the return to work date.
- d. Childrearing leave begins at the termination of the disability leave, which is six (6) weeks after a natural delivery or eight (8) weeks for a caesarean section, due to pregnancy and childbirth. For an adoptive parent, leave will begin when the adoptive parent leaves to pick up the child. The childrearing leave shall be terminated after reasonable length of time, which shall be indicated by the employee in his/her request for child-rearing. The maximum length for childrearing leave is one (1) year from the date of termination of disability leave for childbirth or from the date of custody of an adopted child. The leave may be extended up to two consecutive years with approval by Superintendent or designee. Extension request will be determined on a case-by-case basis and each request is at the discretion of the Superintendent or designee. Approval of one request does establish past practice for future requests. The District retains the privilege to have the employee remain out of work until at the end of a marking period or trimester or natural break in accordance with the approved school calendar.
- e. Approval of a request for child-rearing leave shall be reflected upon the minutes of the Board and shall specify the period of the leave.
- f. An employee who has been granted a child-rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may request approval of an earlier termination date. A request for an early termination of an approved child-rearing leave must be made in writing to the Superintendent or designee at least thirty (30) days prior to the new termination date requested. Reinstatement at an early

termination date is contingent upon the existence of a vacancy for which the teacher is certified. A position which is filled by a long-term substitute is not considered a vacancy for purposes of early termination.

- g. An employee who has been granted a child-rearing leave of absence and who wishes to have the leave extended may request approval of an extension by making a written request for extension at least thirty (30) days prior to the termination of the leave to the Superintendent or designee. The maximum length of childrearing leave remains as stated in d.
- h. Upon termination of the leave, the District shall reinstate the employee to the position held prior to the leave, if available, or to a substantially equal position if the position is available. If such position is not available, the employer may offer the employee any other available position for which the employee is qualified and certified if the original position is not available.
- i. Employees on authorized child-rearing leave of absence without pay, pursuant to this Article, shall not be considered to be active employees of the School district during the period of the leave and shall not be entitled to any benefits, including but not limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which are granted active employees. Employees shall neither lose nor accrue seniority or salary step entitlement during the leave.
- j. No employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.
- k. Employees granted child-rearing leave may be allowed to remain a member of the District group insurance plans during the leave at their own expense, subject to approval of the carrier(s), if they request that they be allowed to remain a member of the plans prior to the beginning of the child-rearing leave. Because the District pays premiums one month in advance, the employee must submit monthly premium payments to the Business Office at least one month in advance of the date that each premium payment is due.
- l. The time limits expressed in this section may be waived by written approval of the superintendent in the event of extenuating circumstances which the Superintendent, in his/her sole discretion, deems sufficient.

## ARTICLE IV

### ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

#### A. RIGHT TO ORGANIZE

The Board hereby agrees that every teacher shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

#### B. MAINTENANCE OF MEMBERSHIP

1. Employees who are members of the Association on the effective date of this agreement or who become members during its term shall maintain their membership for the term of this agreement by paying annual dues and/or assessments. Any Teacher-Association member leaving the employ of the District prior to the end of a school year shall pay the balance of that year's dues and/or assessments to the Association. Such dues and/or assessments shall be deducted from said member's final paycheck.
2. Employees may resign from membership in the Association fifteen (15) days prior to the expiration date of this agreement.
3. The Board shall not take dismissal action against any teacher for his/her failure to maintain membership in the Association.
4. The District, on or before September 15th of each year, will provide the Association with a list of the names and addresses of all bargaining unit members. The District will also provide the Association with the name and address of any employee hired after September 15th, such notice to be provided within thirty (30) days after the date of hire.

#### C. ADVISORY ROLE OF ASSOCIATION

The Association President will meet regularly with the Superintendent, at mutually agreeable times, in order to discuss matters of significance. Where appropriate the Superintendent shall exercise his/her discretion to provide release time for the Association President. That decision is not subject to the grievance procedure.

##### 1. Principal's Advisory Boards

A Principal's Advisory Board in each school shall meet at least monthly with the Principal and his designees at times most agreeable to all parties. The Advisory Board shall consist of the Association Advisory Board Committee (2 members) and up to seven (7) parents of children in that school, all of whom shall be

designated by the parent-teachers' organization in that school. The Principal may designate an additional teacher.

Principal's Advisory Board membership shall be subject to annual revision by the contributing organizations. The Association recognizes the importance of the Principal's Advisory Board and will encourage the attendance of its designees.

Meetings may be canceled by the Principal when it becomes apparent that less than one-half (1/2) of the regular members shall attend. Twenty-four (24) hours notice shall be given whenever possible.

2. Building Committee

An Association Building Committee in each school shall meet at least monthly with the Principal and his designees, at mutually acceptable times to discuss school matters. The Association Building Committee shall consist of three (3) teachers from that school, (four (4) in secondary schools), who serve as Building Representatives of the Association. Meeting may be canceled by mutual consent.

3. Meet and Discuss

The Board agrees that a committee be formed composed of Board and Association representatives to meet at the request of either party at reasonable times and to discuss recommendations submitted by the Association, provided that any decisions or determination on matters so discussed shall remain with the Board and be deemed final on any issue or issues raised. This committee shall deal with policy matters affecting wages, hours and details and conditions of employment not included in this Agreement.

4. Board Meetings

A representative of the Association shall be given a place on the agenda of all regular Board meetings.

5. Policy Review

The Board agrees to make a reasonable effort to maintain present policies relating to terms and conditions of professional employment and working conditions.

The Board agrees that prior to the adoption of policies relating to terms and conditions of professional employment and working conditions, it shall make the School Board agenda and policies to be discussed available to review by the Association, and upon request shall provide the Association an opportunity to advise the Board as to the Association viewpoint. The agenda is to be available seventy-two (72) hours prior to board consideration.

If, after the above, the Board adopts a policy relating to conditions of professional employment and working conditions, the Association may submit the policy to Meet and Discuss, within thirty (30) calendar days of adoption, with a State Mediator present.

6. General Orientation Program

The Association shall be allowed sufficient time on the agenda of such general orientation programs for new teachers as are scheduled by the Board to explain services available through the Association. The Association shall also maintain a place on the agenda of the first general meeting of all teachers at the opening of school.

7. Inservice Programs

The Board shall seek the Association's advice on arranging inservice courses, workshops, conferences and programs designed to improve the quality of instruction in the Rose Tree Media School District. Such advice shall be coordinated through the Professional Development Committee.

D. ASSOCIATION PRESIDENT VISITATIONS

The President of the Association shall be allowed to visit schools during lunch period, before and after school, and other times as approved by the Superintendent to investigate working conditions, teacher complaints or problems, or for other purposes relating to Association affairs. The President must arrange a conference with the Principal within twenty-four (24) hours after his/her visit, if requested by the Principal, for the purpose of reviewing his/her findings with the understanding that confidential activities should not need to be discussed.

E. BULLETIN BOARD

The Association shall have in each school building, the exclusive use of a bulletin board in each faculty lounge or teachers' room.

F. BUILDING USE

The Association and its representatives shall normally be allowed the use of school buildings for meetings after school hours. Arrangements for such use shall be made with the Principal of the building in which the meeting is planned, or with the staff member in charge of such building. The Association must complete and submit a Building Use form for the use of school buildings after school hours.

## ARTICLE V

### HOURS

#### A. TEACHER YEAR

1. The normal teacher year shall consist of the following number of days as scheduled by the Board:

	<u>Current Teachers</u>	<u>New Hires</u>
2021-2022	193	198
2022-2023	193	198
2023-2024	193	198

2. One (1) teacher set up day will continue each year.

#### B. TEACHER DAY

The normal teacher day shall be seven (7) hours and thirty (30) minutes as assigned by the Board.

Two times per month, the teacher day shall be eight (8) hours to allow for additional time for meetings and in-service. These days will be designated on the school calendar no later than September 1<sup>st</sup> of each year. The days will be determined by each building level (elementary, middle, high). The elementary schools will incorporate the additional time into the teacher day in the morning. Secondary schools will add the additional time to the teacher day in the afternoons.

#### C. LUNCH

1. Within their normal day of seven (7) hours and thirty (30) minutes, and for the two (2) days per month that may be eight (8) hour days, teachers are entitled to a duty-free, uninterrupted lunch period of no less than thirty-five (35) minutes.
2. A teacher has the right to leave a building for his/her lunch period. Appropriate notification procedures designed by the building Principal shall be followed.

#### D. FACULTY MEETINGS

All faculty meetings at which attendance is required shall be held during the defined school day.

## E. PLANNING PERIODS

Bargaining unit members may use preparation time for the following categories, which includes but is not limited to:

- a. Planning for and preparing for an upcoming class.
- b. Researching curriculum specifics for timely updating of material for future instruction.
- c. Working on his or her assignment due through the District's Supervision/Observation/Evaluation Plan for Professional Staff.
- d. Attending a meeting that is directly related to a student in his/her charge. This provision shall not be applicable at the elementary level for meetings required under Chapter 14, 15, and 16.
- e. Conferring and collaborating with other faculty members.
- f. Conferencing with Supervisor for (Pre or Post) observation.

Preparation Time is not to be used for leaving the campus or other activities not directly related to the delivery of the educational program.

Under normal circumstances, the Board agrees to provide each teacher with a minimum of five (5) individual duty-free planning periods a five (5) day week. If a week is less than five (5) workdays, then the planning periods will be adjusted accordingly. These planning periods should occur within the student instructional day, and be in at least forty (40) minute segments.

Prior to scheduling the use of a bargaining unit member's planning period, the District shall consult with the bargaining unit member in advance, with the understanding that the District retains the right to schedule the time as needed. Planning periods will not be scheduled during a field trip or during field day.

If a scheduled planning period is used by the district, payment will be made at the rate of \$35.00 per planning period or the building administrator and the teacher will work out a mutually agreeable time to make up the missed planning period. The principal shall not unreasonably deny a request for compensatory time. The District is responsible for requesting payment from the payroll department. While the bargaining unit is aware that there are legitimate reasons for the loss of a planning period, it is the parties' intention to keep such instances to a minimum.

## F. CONFERENCE DAYS

There will be a minimum of three (3) parent conference days for teachers in the middle and elementary schools as per current format.

## G. SEMESTER PREPARATION

There will be a three (3) hour teacher preparation period at the mid-point of the school year at the secondary level and as scheduled at the elementary level at the school district's discretion.

## H. TELEWORKING

1. The District may elect to allow for teleworking for certain conditions which include, but are not limited to, cyber school, quarantine emergency order by the Governor, Secretary of Health, and/or Department of Education, FID and professional development.
2. The District recognizes that with the advent of technology, teleworking may be available for designated professional activities which an employee may be able to complete while at their primary residence (the residence the Employee lives at when commuting to campus), including providing continuity of education to students during school closure emergencies under a PDE-Approved Flexible Instructional Day Plan. Teleworking will follow the conditions stated under the Telework Administrative Regulations. Teleworking opportunities may also be available to complete designated and assigned professional development activities with the approval of the Superintendent or designee.
3. The Employee will establish an appropriate work environment within his/her primary residence for work purposes. An employee who believes he/she has a legitimate business reason and/or health and safety reasons for teleworking at an alternate location other than their primary residence shall, contact the Director of Human Resources to request an exception. The granting of such an exception should not be assumed.

## I. FLEXIBLE INSTRUCTION DAY

1. If the Superintendent or designee, designates an inclement weather day as a flexible instruction day, how the day is to be addressed from a pedagogical perspective is the prerogative of the District.
2. Employees shall have at least one hour after the start time of the regular school day to post assignments.
3. Professional employees shall hold office hours for an hour. If a professional employee is unable to hold office hours during that time, the employee must notify the employee's supervisor's approval and post alternate office hours which shall occur during the school day.
4. Should a professional employee not have power and/or internet, there shall be no discipline for the inability to post plans. The professional employee must contact his/her supervisor.



## ARTICLE VI

### ECONOMIC CONDITIONS

#### A. BASE COMPENSATION

##### 1. Salary Schedules

- a) For the 2021-2022 school year and thereafter, all bargaining unit members shall be placed on the appropriate step and column on the new six-column salary schedules below.

##### 2. Salary Increases:

- a) For the 2021-2022 school year, there shall be an overall increase of 4.33%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- b) For the 2022-2023 school year, there shall be an overall increase of 3.24%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- c) For the 2023-2024 school year, there shall be an overall increase of 3.17%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- d) Teachers receiving compensation, including sick and personal time, for working at least half of the teacher work year or greater in any school year shall move to the next step on the salary schedule, in accordance with the terms of the agreement, if such step movement is available.

##### 3. Changes to the salary chart:

- a) The Bachelor's Column and the Permanent Column merge into the Permanent Column, and it is relabeled as Bachelor's Column.
- b) The Master's Column and the Master's+20 Column merge into the Master's+20 Column, and it is relabeled as Master's Column.
- c) The Second Master's Column remains as the Second Master's Column and is labeled as such.
- d) The Master's+40 Column remains as the Master's+40 Column and is labeled as such. This column is available to those bargaining unit members who are residing on the Master's+40 Column and the Master's+20 Column as of January 8, 2021 (see 4f for more information).

- e) The Second Master's+30 Column and the Master's+60 Column merge and becomes the new Second Master's+30/Master's+60 Column.
  - f) National Board Certification Column and Doctorate Column merge and the column is relabeled as NBC Column.
4. Progression on the salary chart:
- a) Bargaining unit members hired on or after March 10, 2015 will be able to move to the following columns: Bachelor's, Master's, Second Master's, Second Master's+30/M+60 and NBC columns. The Master+40 column is not available to this co-hort.
  - b) Bargaining unit members with a MEQ only must earn a Master's degree before moving on the salary schedule. They will remain on the Master's degree column.
  - c) Bargaining unit members who obtain a Second Master's degree must have a confirmation date of their Second Master's degree after the employee's confirmation date of their first Master's degree in order to move on the salary schedule.
  - d) Bargaining unit members with a Second Master's degree must earn thirty (30) additional graduate credits after the confirmation date of their second Master's degree.
  - e) Bargaining unit members hired before March 10, 2015 and are on the Bachelor's, Master's and Second Master's columns may not move into the Master's+40 column, unless they meet the exception in 4f.
  - f) Bargaining unit members hired before March 10, 2015 and in the prior agreement (9/1/2018 through 8/31/2021) were on the Master's+20 column as of January 8, 2021 can obtain twenty (20) additional credits to move into the Master's+40 column. They must achieve Master's+40 credits by June 30, 2024 or they will not be permitted to move into the Master's+40 column. If they achieve the Master's+40 credits column, they may move to Master's+60 column once they earn the required graduate credits. If they fail to move to the Master's+40 column by June 30, 2024, they will need to obtain a second master's degree to move on the salary schedule on or after July 1, 2024.
  - g) Bargaining unit members hired before March 10, 2015 and are currently on the Master's+40 column as of January 8, 2021 can move to the Master's+60 column once they earn twenty (20) additional graduate credits.
  - h) Speech and Language Therapist (SLP's) who hold the Certificate of Clinical Competence (3C's) will be placed on the second Master's degree

column at time of hire. The two current SLP's who are not on the second Master's degree column as of July 1, 2021 will be moved to that column and placed on their respected step placement. The two SLP's who are currently on the Master's+60 will remain on that column. SLP's shall be able to move horizontally across the salary schedule consistent with the column movement provisions of the CBA. If at time of hire, a SLP does not hold the 3C's their initial placement on the salary schedule will be in accordance to their highest educational degree.

- i) The three bargaining unit members existing on the Doctorate column in the prior agreement (9/1/2018 through 8/31/2021) will be placed on the National Board Certification (NBC) column and shall be placed on the appropriate step and shall remain in that column.
- j) Bargaining unit members hired before March 10, 2015 and in the past agreement (9/1/2018 through 8/31/2021) were on the Master's+60 column can earn a Doctorate degree and move to the National Board Certification (NBC) column as long as the employee provides the Director of Human Resources evidence that they have been accepted into a Doctorate degree program before June 30, 2021. The employee must provide a copy of their acceptance letter from the college or university that is dated and signed by an official of the college or university from where they are earning a doctorate degree. Bargaining unit members only have until June 30, 2021 to provide their acceptance letter or this provision will not be applicable. This provision is only available to the 134 bargaining unit members who in the past agreement (9/1/2018 through 8/31/2021) were on the Master's+60 column as of June 30, 2021.
- k) The National Board Certification (NBC) column is available to all bargaining unit members. The employee must hold at least one master's degree before earning their National Board Certification. Once the employee earns their initial National Board Certification and when column movement is available to the bargaining unit the employee may begin to move on the salary schedule from left to right. The employee must reside on each column moving from left to right for at least one contract year. The employee does not have to earn all of the necessary degrees or graduate credits to move from left to right as long as they hold the National Board Certification. Bargaining unit members may not skip columns (the Master+40 column shall be excluded from the progression) to reach the National Board Certification column. If the employee does not renew his/her National Board Certification, he/she will be returned to a column reflective of their actual educational attainment without the National Board Certification. Bargaining unit members may not move more than one column in any contract year, when column movement is available to the bargaining unit.
- l) After the initial placement on the salary schedule, an employee can progress horizontally on the salary chart by moving left to right.

Bargaining unit members must reside on each column for a period of not less than one full contract year, dependent on whether or not column movement is available to the bargaining unit and may not skip any column placement, with the exception of the Master's+40 column may be skipped depending on the employee status as the start of 2021-2024 agreement.

**SALARY SCHEDULES**

<b>Step</b>	<b>Bachelor</b>	<b>Master</b>	<b>2nd Masters</b>	<b>M+40</b>	<b>2nd M+30 M+60</b>	<b>NBC</b>
<b>Year 1 2021-2022</b>						
1	\$53,200	\$64,000	\$67,750	\$70,060	\$77,100	\$85,540
2	\$53,600	\$64,300	\$69,750	\$70,550	\$77,700	\$87,000
3	\$54,000	\$64,700	\$71,760	\$71,050	\$78,300	\$88,480
4	\$54,400	\$65,100	\$73,870	\$71,550	\$78,950	\$90,000
5	\$54,800	\$65,500	\$76,040	\$72,050	\$79,600	\$91,530
6	\$55,200	\$65,900	\$78,290	\$72,550	\$80,200	\$93,100
7	\$55,600	\$66,300	\$80,590	\$73,050	\$81,000	\$94,700
8	\$56,000	\$69,420	\$82,950	\$76,175	\$84,000	\$96,300
9	\$56,600	\$72,980	\$85,390	\$79,450	\$87,000	\$98,130
10	\$57,000	\$76,730	\$87,900	\$82,850	\$90,000	\$99,750
11	\$59,390	\$80,680	\$90,480	\$86,350	\$93,000	\$101,500
12	\$64,940	\$84,830	\$93,140	\$90,050	\$96,000	\$103,200
13	\$71,010	\$89,190	\$95,880	\$93,900	\$99,000	\$104,900
14	\$77,650	\$93,780	\$98,700	\$97,880	\$102,800	\$107,000
15	\$86,000	\$99,700	\$102,700	\$103,160	\$107,160	\$109,520

<b>Step</b>	<b>Bachelor</b>	<b>Master</b>	<b>2nd Masters</b>	<b>M+40</b>	<b>2nd M+30 M+60</b>	<b>NBC</b>
<b>Year 2 2022-2023</b>						
1	\$54,900	\$65,700	\$69,450	\$71,760	\$78,800	\$87,240
2	\$55,300	\$66,000	\$71,450	\$72,250	\$79,400	\$88,700
3	\$55,700	\$66,400	\$73,460	\$72,750	\$80,000	\$90,180
4	\$56,100	\$66,800	\$75,570	\$73,250	\$80,650	\$91,700
5	\$56,500	\$67,200	\$77,740	\$73,750	\$81,300	\$93,230
6	\$56,900	\$67,600	\$79,990	\$74,250	\$81,900	\$94,800
7	\$57,300	\$68,000	\$82,290	\$74,750	\$82,700	\$96,400
8	\$57,700	\$71,120	\$84,650	\$77,875	\$85,700	\$98,000
9	\$58,300	\$74,680	\$87,090	\$81,150	\$88,700	\$99,830
10	\$58,700	\$78,430	\$89,600	\$84,550	\$91,700	\$101,450
11	\$61,090	\$82,380	\$92,180	\$88,050	\$94,700	\$103,200
12	\$66,640	\$86,530	\$94,840	\$91,750	\$97,700	\$104,900
13	\$72,710	\$90,890	\$97,580	\$95,600	\$100,700	\$106,600
14	\$79,350	\$95,480	\$100,400	\$99,580	\$104,500	\$108,700
15	\$87,700	\$101,400	\$105,000	\$104,860	\$108,860	\$111,220

Step	Bachelor	Master	2nd Masters	M+40	2nd M+30 M+60	NBC
<b>Year 3 2023-2024</b>						
1	\$56,650	\$67,450	\$71,200	\$73,510	\$80,550	\$88,990
2	\$57,050	\$67,750	\$73,200	\$74,000	\$81,150	\$90,450
3	\$57,450	\$68,150	\$75,210	\$74,500	\$81,750	\$91,930
4	\$57,850	\$68,550	\$77,320	\$75,000	\$82,400	\$93,450
5	\$58,250	\$68,950	\$79,490	\$75,500	\$83,050	\$94,980
6	\$58,650	\$69,350	\$81,740	\$76,000	\$83,650	\$96,550
7	\$59,050	\$69,750	\$84,040	\$76,500	\$84,450	\$98,150
8	\$59,450	\$72,870	\$86,400	\$79,625	\$87,450	\$99,750
9	\$60,050	\$76,430	\$88,840	\$82,900	\$90,450	\$101,580
10	\$60,450	\$80,180	\$91,350	\$86,300	\$93,450	\$103,200
11	\$62,840	\$84,130	\$93,930	\$89,800	\$96,450	\$104,950
12	\$68,390	\$88,280	\$96,590	\$93,500	\$99,450	\$106,650
13	\$74,460	\$92,640	\$99,330	\$97,350	\$102,450	\$108,350
14	\$81,100	\$97,230	\$102,150	\$101,330	\$106,250	\$110,450
15	\$89,450	\$103,150	\$107,350	\$106,610	\$110,610	\$112,970

5. Degree Advancement

- a. Placement on degree columns shall be determined on or before the first day of the professional work year of each year of the CBA.
- b. All credentials for advancement must have been submitted and approved by September 15th of the applicable school year.
- c. Credits must have been earned subsequent to the degree to which they are attached and approved by the Office of the Superintendent.
- d. Credits and degrees must be earned in an area in which the bargaining unit member is certified, or in education and in an area the District determines is an additional area of certification/expertise needed by the District or is for accruing an advanced degree or certification for a supervisory/administrative position in education.
- e. Bargaining unit members may not move more than one column in any school year, commencing with the Master's Degree column.
- f. Credits earned through a third party vendor that are accredited by accredited colleges and universities will not count towards movement on the salary schedule.

The following provisions shall apply to new hires (those bargaining unit members hired as of March 10, 2015).

- a. In order to move to the next column to the right of the Master's Degree column, the employee must complete an additional Master's Degree within the field of education that has a confirmation date of the degree after the employee's first Master's Degree.
- b. In order to move to the next column to the right of the additional Master's Degree Column, the employee must complete thirty (30) additional graduate level credits after the confirmation date of their additional Master's Degree.
- c. Employees who successfully complete and maintain National Board Certification shall be placed on the last column (the column furthest to the right on the salary schedule).
- d. If the employee does not renew his or her National Board Certification, he or she will be returned to a column reflective of their actual educational attainment without the National Board for Professional Teaching Standards Certification.
- e. Degree advances will occur with an earned Master's Degree, 2<sup>nd</sup> Master's Degree, 2<sup>nd</sup> Master's Degree +30, and National Board Certification.
- f. The District reserves the right to determine which degree programs and which courses will be acceptable for degree advancement. If a dispute arises relating to courses taken by the professional employee for degree advancement, the discretion of the superintendent or his/her designee will be final.
- g. Official transcripts showing the awarding of the master's degree, second master's degree or graduate credits beyond the second master's degree or post master's degree graduate credits must be submitted and approved by September 15<sup>th</sup> of the school year in which the degree advances to take effect.
- h. Degree must have been earned in an area in which the teacher is certified or in education.
- i. Credits earned through a third party vendor that are accredited by accredited colleges and universities will not count towards movement on the salary schedule.

6. Extended School Year Salary

The Board has designated that middle school and high school guidance counselors will work an extended school year. They shall be paid at their per diem rate.

The Board may designate other positions which exceed the length of the school year. Teachers occupying such positions shall be paid at a hourly rate.

B. INSURANCE BENEFITS

1. Health and Hospitalization

Effective July 1, 2021, the District will offer a Silver Plan and a Platinum Plan.

a. **Silver Plan** is available to all bargaining unit members who do not elect the Platinum Plan. The **Silver Plan** is the Independence Blue Cross' Personal Choice Plan \$3,500/\$40/\$80/100% or equivalent from another carrier. The District will pay the full cost of the premium for the **Silver Plan** during all three-contract years.

b. **Platinum Plan** is available to all bargaining unit members. The **Platinum Plan** is the Independence Blue Cross' Personal Choice Plan HD1-HC1 \$1,500/\$3,000 or equivalent from another carrier. Bargaining unit members who elect the **Platinum Plan** will contribute to the monthly premium.

In year 1 (2021-2022) employees will be responsible for four (4%) percent of the monthly premium.

In year 2 (2022-2023) employees will be responsible for four (4%) percent of the monthly premium.

In year 3 (2023-2024) employees will be responsible for four (4%) percent of the monthly premium.

c. Contributions to the monthly premiums are deducted on a pre-tax basis as permitted under the Internal Revenue Code of 1986, as amended. The District is a sponsor to a pre-tax plan pursuant to Internal Revenue Code Section 125, and the regulations promulgated thereunder. Bargaining unit members who participate in the **Platinum Plan** and contribute to the monthly premium do so on a pre-federal income and FICA tax basis.



2. HRA Funding:

- a. **The Silver Plan:** Bargaining unit members who participate in the **Silver Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022, 2022-2023 and 2023-2024, contract years of the agreement, the District will fund up to \$2,500.00 annually for single coverage and up to \$5,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

- b. **Platinum Plan:** Bargaining unit members who participate in the **Platinum Plan** will be eligible for the following funding to a Health Reimbursement Account (HRA).

During the 2021-2022 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2022-2023 contract year, the District will fund up to \$1,500.00 annually for single coverage and up to \$3,000 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

During the 2023-2024 contract year, the District will fund up to \$1,200.00 annually for single coverage and up to \$2,700.00 annually for all other coverage levels in a Health Reimbursement Account (HRA). The HRA funding may be used for the deductible, medical copayments, out of network claims, and prescription copayments.

3. Prescription

Effective July 1, 2021, the District shall offer the prescription plan through CVS Caremark or equivalent from another carrier.

The prescription drug plan will include \$20.00 appropriate co-pay for generic prescriptions, \$40.00 appropriate co-pay for preferred brand prescriptions and \$70.00 appropriate co-pay for nonpreferred brand prescriptions, \$125.00 appropriate co-pay for injectables and \$125.00 appropriate co-pay for specialty prescriptions.

The prescription plan will include: drug quantity management and step therapy programs, and prior authorization programs and exclude compound prescriptions that are non FDA approved from the plan.

The prescription drug plan will include a mandatory mail order requirement for maintenance drugs as defined by the carrier. The mail order service will permit employees to order up to a 90-day supply but with a 30-day limit on specialty prescriptions and pay two co-pays at the appropriate rate.

4. Excise Tax

If at any time during the term of this contract or before a successor contract is reached, it becomes known to the Board that any of the healthcare plans provided by the Board to the Bargaining Unit members will incur the excise tax imposed on employers by the federal government through the Affordable Care Act, then the Board and the Association agree to the following:

- a. To meet one (1) year prior to plan implementation to select a new healthcare plan for bargaining unit members that will not be subject to the excise tax and to eliminate the health care plan(s) for bargaining unit members that will incur the tax.
- b. If the Board or Association cannot mutually agree upon a new plan within 30 days, both parties agree to expedited arbitration and both parties agree to accept the plan recommended by the arbitrator that does not incur the excise tax. The cost of the arbitrator will be shared between the Board and the Association.

5. Withdrawal Bonus

- a. Each employee who chooses not to elect health and hospital coverage with Rose Tree Media School District shall receive monthly payments equal to single employee contribution rates. If the employee chooses to re-enter the plan, the first re-entry shall be at no cost to the employee. The maximum monthly payment under the provisions of this section shall be two hundred fifty-five dollars (\$255). No withdrawal bonus will be paid to any spouse/dependent of a district employee who is covered by the School District's plan.
- b. Any subsequent re-entry shall cost the employee twenty-five percent (25%) per month of the contribution rate for one year.

6. Dental

- a. The District will pay the full cost of the premium.

- b. Coverage:  
Basic:  
Basic Delta Dental Plan or equivalent. The Board has the right to select the insurance carrier.

Oral Surgery  
Oral surgery (100% UCR)  
Prosthetics ( 50% UCR)  
Periodontics ( 50% UCR)

Delta Dental Oral Surgery Plan or equivalent. The Board has the right to select the insurance carrier.

The maximum yearly benefit will be \$2,000.00 per person each plan year.

Orthodontics  
The lifetime orthodontics benefit shall be two thousand and five hundred dollars (2,500.00)

Delta Dental Orthodontics Plan or equivalent. The Board has the right to select the insurance carrier.

7. Vision

- a. Contributions:  
The District will pay the full cost of the premium.
- b. Coverage:  
Vision Benefits of America or the equivalent. The Board has the right to select the insurance carrier.

8. Disability Income Protection

The District will offer the employees the opportunity to purchase Disability Income Protection as a voluntary benefit.

9. Life Insurance

Each teacher shall receive at Board expense, life insurance equal to 2.0 times the base salary rounded up to the nearest 100.

The Board has the right to elect the insurance carrier.

Teachers will be able to purchase voluntary life insurance from the Carrier with the following conditions:

- a. An employee currently purchasing voluntary life insurance from the carrier may continue to do so. If the employee cancels or drops the voluntary life

insurance at any point during the term of the agreement, he/she will not be permitted to reenter the voluntary life insurance program.

- b. An employee currently not participating in the voluntary life insurance program as of June 30, 2021 will not be permitted to purchase voluntary life insurance.
- c. New employees who become covered under this agreement on or after July 1, 2021 will not be able to purchase voluntary life insurance.

10. Part-time Benefits

All teachers who are employed on a part-time basis, provided they work at least 40% of a FTE, will assume the cost of all benefits in the same proportion as their part-time hours relate to full-time. For example, if a teacher works 40% of full-time schedule, the School District will assume 40% of the premium paid for a full time employee and the employee will be responsible for the remaining cost.

C. PAYROLL DEDUCTIONS

The following payroll deductions shall be available to teachers for benefits through the official agencies of the Board only:

1. Health Service Insurance
2. Hospitalization Insurance
3. Major Medical Insurance
4. Life Insurance
5. Supplemental Life Insurance
6. Christmas Club\*
7. Bonds
8. Savings
9. Loans \*
10. Vacation Club \*
11. United Way
12. Dental Insurance
13. Teacher Association
14. Tax Sheltered Annuities

\* IF OFFERED BY BANK

D. STUDENT ORGANIZATION DUES

1. The Board shall pay the total cost of dues for teacher membership in any organization where such membership is a prerequisite for student participation in any activity endorsed by said organization.
2. The above provision shall apply to all educationally-related organizations except NEA, PSEA, RTMEA, and AFT.

E. MILEAGE

Any teacher who is not provided with an automobile and is assigned to use his/her own automobile in pursuance of assigned duties shall be reimbursed the rate allowed by the U.S. Internal Revenue Service.

F. COMPLEMENTARY TICKETS

Teachers shall receive, upon request, two complimentary tickets to all school-sponsored activities, including athletic events. Attendance shall be on a first-come, first-served basis, as it is with the general public. Provisions on this Article do not apply to those student, club or class-sponsored activities which are intended to raise funds for the respective groups.

G. MEDICAL EXAMINATION

All medical examinations and tests related to application and retention requirements shall be paid for by the Board when physicians appointed or designated by the Board are used.

H. TUITION REIMBURSEMENT

The Board shall reimburse all teachers (exclusive of Long Term Substitutes) one hundred (100%) tuition up to the rate of six (6) graduate credits at the West Chester University. Courses must be earned at an accredited college or university and may be taken on campus or on-line provided the college/university has a physical campus and has a live instructor who meets with students either face to face or on-line. In addition, the Board will reimburse for in-service courses through the Intermediate Unit with the understanding that such in-service courses will continue to not be credited toward degree advancement. All courses are subject to pre-approval of the Superintendent or his/her designee. Should a dispute of any kind arise relating to the qualifications of the course taken by a professional employee for reimbursement, the decision of the Superintendent or his/her designee shall be final. The Board shall spend a maximum of \$140,000.

Any employee who successful completes the National Board Certification Program will receive reimbursement at the rate of 100% of the cost of the initial attempt at obtaining the certification and when they renew the certification.

For course work beyond the master's degree column: Courses offered by third party vendors that are accredited by accredited colleges and universities are not eligible for reimbursement.

1. The fund shall be divided as follows:

Fall: \$46,600	Spring: \$46,700	Summer: \$46,700
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All paperwork for fall courses shall be submitted no later than October 1; paperwork for spring courses shall be submitted no later than February 1; paperwork for summer courses shall be submitted no later than June 1. Reimbursement shall be paid upon the District's receipt of transcript and paid receipts.

Employees who leave employment with the District within 2 years from the date of receiving tuition reimbursement will be obligated to repay the District in accordance with the following schedule:

Within one year ---100% of the amount reimbursed by the District  
Within two years – 50% of the amount reimbursed by the District

The Superintendent may waive this provision in cases where the employee leaves the district due to circumstances out of his/her control such as illness, relocation of spouse, etc.

2. Fall

- a. All applicants will receive full or partial reimbursement for first course.
- b. All pre-approval forms should be submitted no less than two weeks prior to the beginning of the course.
- c. Calculate average tuition (e.g. \$37,000 divided by number of first course requests received by January 31).
- d. Courses falling below average tuition cost will be paid in full.
- e. Recalculate average tuition (e.g. remaining dollars divided by number of remaining first course applicants whose course costs were average or above).
- f. Any leftover funds will be divided equally among those applying for second fall courses.
- g. Any transcripts and receipts received by the Human Resource Office after January 31 will be processed with the winter/spring transcripts.

3. Winter/Spring

- a. Distribute funds and submit pre-approval forms following the same procedure as outlined for Fall.
- b. All transcripts/receipts must be received by the Human Resources Department Office no later than May 31<sup>st</sup>.
- c. All transcripts/receipts received by the Human Resource Office after May 31<sup>st</sup> will be processed with the summer transcripts.

4. Summer

- a. Distribute funds and submit pre-approval forms following the same procedures as outline for the Fall.
- b. All transcripts must be received by the Human Resource Office no later than September 15<sup>th</sup>.
- c. Any transcripts received by the Human Resource Office after September 15<sup>th</sup> will be processed in the Fall transcripts.

5. Reimbursement

Reimbursement will be paid when an official transcript and paid receipt are received in the Human Resource Office. During the first year of the agreement a committee consisting of RTMEA representatives and the Human Resource Administrator will meet to review the method of distribution.

I. ACCRUED EARNINGS

If a teacher leaves the employ of the District for any reason prior to the completion of a school year, his/her accrued or deferred earnings (those amounts of money withheld for work done during the normal teacher year for payment in summer months) shall not be affected. Such accrued or deferred earnings shall be paid to the teacher within thirty (30) days of his/her departure.

J. CLASS COVERAGE

If a substitute teacher is not secured at any time that an absence is charged to a teacher or a teacher is unavailable due to being assigned to district business, the teacher to cover the class during his/her planning period shall be paid the sum of \$30.00. The District will ensure that the form for payment will be given to the employee.

At the elementary level, such payment shall be made for each hour that a teacher must take in another class when no substitute is available.

K. SICK LEAVE BUY-BACK

The teacher must have completed fifteen (15) years of continuous employment with the Rose Tree Media School district as a permanent member of the instructional staff to be eligible for this benefit.

Days 1 - 100	\$70.00
Days over 100	\$85.00

The payment of accumulated unused sick leave will be paid out upon retirement or resignation at the rates listed shall be conditioned upon the employee's notification to the District as follows:

- a. If a teacher terminates his/her employment through resignation, then he/she must provide their resignation letter to the Director of Human Resource at least sixty (60) calendar days prior to their resignation date in order to receive this payout.
- b. If a teacher terminates his/her employment through retirement and will be retiring at the end of the current school year or not returning to service on the first day of the forthcoming school year then he/she must provide their retirement letter to the Director of Human Resources no later than March 15<sup>th</sup> in order to receive this payout.
- c. If a teacher terminates his/her employment through retirement during the current school year, then he/she must provide their retirement letter to the Director of Human Resources no less than sixty (60) calendar days before their retirement date.

This requirement may be waived by the Superintendent and/or designee, including where a change in the retirement law or a health emergency justify a lesser notification period.

L. SICK LEAVE BANK

The parties agree to maintain the Sick Leave Bank under the terms and conditions previously agreed to.

M. SECTION 125 PLAN

The District and Association agree that the District shall sponsor a plan pursuant to Internal Revenue Code Section 125, as amended, and the regulations promulgated thereunder, to permit eligible employees to elect a Section 125 plan for health care spending account and/or dependent care spending account as provided under federal law. The District shall not contribute to the account but shall pay any required administrative fees. The health care spending account will be eligible for a \$500.00 rollover.



## ARTICLE VII

### TEACHING CONDITIONS

#### A. MINOR CHANGES, TEACHING CONDITIONS

Minor changes in teaching conditions shall be discussed by the Principal with the Building Committee prior to their implementation.

#### B. SAFETY AND PROTECTION

1. In the event an unsafe and/or hazardous condition exists where the safety of students or staff is seriously jeopardized, the teacher shall bring the hazardous condition to the attention of the Principal, in writing, who shall attempt to resolve the unsafe condition. If the Principal is unable to resolve the condition, the teacher and the Principal shall together advise the Superintendent. The Superintendent will attempt to correct the unsafe or hazardous condition.
2. Teachers who report hazardous conditions will not be held liable. This Article VII, B, Safety and Protection, shall not be subject to the grievance procedure.
3. The Rose Tree Media School District Emergency Management Team will include at least one member of each bargaining unit from each building.

#### C. CLASS INTERRUPTIONS

Principals, in consultation with Association Building Committees, shall adopt practices aimed at minimizing interruption of classroom sessions by intercom announcements, messages, etc.

#### D. FACILITIES

##### 1. Lunchroom, Lounge, Etc.

The Board shall provide adequate lunchroom, restroom, lounge and lavatory facilities exclusively for adult use.

##### 2. Duplicating Facilities

The Board shall attempt to provide in each school, adequate word processing and copying facilities for teachers in their preparation of instructional materials.

##### 3. Classroom Equipment and Supplies

The Board shall attempt to provide suitable and adequate desk, closet and storage space, computers, chalkboards, whiteboards, dictionaries, texts in use, grade books and other such material required in the daily teaching responsibility.

4. Vending Machines

Upon request of the Association, the Board shall attempt to have vending machines installed in teachers' lounge and lunchroom areas. Teachers shall assume all responsibility for such machines except, where possible, insurance coverage shall be included under the Board's policy.

E. SENIORITY

1. Seniority shall mean the total length of a bargaining unit member's continuous service in the District from his/her last date of hire.
2. Seniority shall be broken only for resignation, retirement, lawful discharge or death.
3. For all bargaining unit members hired before July 1, 1998, ties in seniority were broken by lottery conducted by representatives of the District and the Association. For bargaining unit members hired on or after July 1, 1998, seniority shall be determined by the date and time indicated on the District's transmittal. Any ties shall be broken by lottery conducted by representatives of the District and the Association, if and when necessary.
4. The District shall provide to the Association on or before November 1 of each year, a list reflecting the seniority and area(s) of certification of each bargaining unit member.
5. Any exception to this list must be filed in writing with the Human Resource Administrator within thirty (30) calendar days of the posting. The seniority list shall be amended to reflect the deletion or addition of areas of certification as they occur and reported annually. It shall be the responsibility of the bargaining unit member to notify the District of any changes to his/her certification.
6. Seniority shall accrue during suspension (furlough/lay-off) and all approved leaves of absence. Suspension (furlough/lay-off) shall be in accordance with Section 1124 and Section 1125.1 of the School Code of 1949 as amended.

## ARTICLE VIII

### A. SUPPLEMENTAL COMPENSATION AND CONTRACTS

1. The Board has the right to create and delete all supplemental contract positions as they deem necessary for the good of the School District. Salaries to be paid for any new supplemental contract positions shall be determined at a Meet and Discuss session.
2. All openings in supplemental contracts shall be publicized by the Board, in accordance with the procedure for vacancies in any professional position, A, 1 above.
3. Teachers who are offered supplemental contracts may decline same without prejudice to their regular assignment.
4. All factors being equal, in the district's sole discretion, preference in making such assignment shall be given Rose Tree Media School District teachers, and not subject to the grievance procedure.
5. For the life of the agreement supplemental salaries will be based on the number of units times the level of years of granted experience, as follows. The District will give credit for years of experience per current scale.

Level 1	1-3 years
Level 2	4-6 years
Level 3	7-9 years
Level 4	10+years

<b>Unit Values</b>	
Level 1	145
Level 2	152
Level 3	162
Level 4	173

### B. PAYMENT FOR POST-SEASON PARTICIPATION

1. The head varsity coach will be paid \$40.00 per day for practice and game time in PIAA, District, Regional, and State Competition.
2. The assistant coach will be paid \$30.00 per day for practice and game time in PIAA, District, Regional, and State Competition.

## ATHLETIC SUPPLEMENTALS

### Senior High School Athletics

		<u>Units</u>
Athletic Director	Assistant	50
Athletic Director	Assistant	50
Football	Head Coach	57
	Assistant Coach	36
	Assistant Coach	36
	Assistant Coach	36
	Assistant Coach	36
	Freshman Assistant Coach	31 (33)
	Freshman Assistant Coach	25
Soccer (Girls)	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Head Freshman Coach	23(25)
	Assistant Freshman Coach	17
Soccer (Boys)	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Freshman Head Coach	23 (25)
	Freshman Assistant Coach	17
Field Hockey	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Freshman Assistant Coach	23 (25)
	Freshman Assistant Coach	17
Volleyball	Head Coach	39
	Assistant Coach	25
	Freshman Assistant Coach	23 (25)
Cross Country	Head Coach (Boys)	27
	Head Coach (Girls)	27
Golf	Head Coach	23
	Assistant Coach	17
Cheerleading (Fall)	Lead Coach	18
	Coach	15
	Coach	15

*Note:* Units in parenthesis should be used if the coach is participating with the varsity team in summer camp.

**Senior High School Athletics, continued**

		<u>Units</u>
Tennis	Head Coach (Girls)	25
	Head Coach (Boys)	25
Basketball (Boys/Girls)	Head Coach	44
	Assistant Coach	31
	Assistant Coach	31
	Freshman Assistant Coach	25(27)
Wrestling	Head Coach	44
	Assistant Coach	31
	Assistant Coach	31
Swimming	Head Coach (Boys)	31
	Head Coach (Girls)	31
	Assistant Coach	25
	Diving Coach	20
Indoor Track	Head Coach (Boys)	34
	Assistant Coach	26
	Head Coach (Girls)	34
	Assistant Coach	26
Cheerleading (Winter)	Lead Coach	16
	Coach	13
	Coach	13
Baseball	Head Coach	22.50
	Assistant Coach	22.25
	Assistant Coach	22.25
	Assistant Coach	22.25
	Assistant Coach – JV	25
	Freshman Assistant Coach	23
Softball	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Assistant Coach	25
	Freshman Assistant Coach	23(25)
Track	Head Coach (Boys)	39
	Head Coach (Girls)	39
	Assistant Coach (Boys)	27
	Assistant Coach (Boys)	27
	Assistant Coach (Girls)	27
	Assistant Coach (Girls)	27

**Senior High School Athletics, continued**

		<u>Units</u>
Lacrosse (Boys)	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Head JV Coach	23
	Assistant JV Coach	17
Lacrosse (Girls)	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	JV Assistant Coach	23
	JV Assistant Coach	17

**Middle School - Athletics**

Athletic Director		31
Game Attendant (2)		6
Football	Head Coach unlimited	21 (23)
	Head Coach lightweight	21 (23)
	Assistant Coach unlimited	17
	Assistant Coach lightweight	17
Soccer	Head Coach (Boys/Grade 8)	21 (23)
	Head Coach (Boys/Grade 7)	21 (23)
	Head Coach (Girls/Grade 8)	21 (23)
	Head Coach (Girls/Grade 7)	21 (23)
Field Hockey	Head Coach 7 <sup>th</sup> Grade	21 (23)
	Head Coach 8 <sup>th</sup> Grade	21 (23)
Volleyball	Head Coach 7 <sup>th</sup> Grade	21 (23)
	Head Coach 8 <sup>th</sup> Grade	21 (23)
Basketball	Head Coach (Boys/Grade 8)	21(23)
	Head Coach (Boys/Grade 7)	21(23)
	Head Coach (Girls/Grade 8)	21(23)
	Head Coach (Girls/Grade 7)	21(23)
Wrestling	Head Coach	21(23)
	Assistant Coach	17

*Note:* Units in parenthesis should be used if the coach is participating with the varsity team in summer camp.

**Middle School athletics, continued**

		<u>Units</u>
Baseball	Head Coach (Grade 8)	21(23)
	Head Coach (Grade 7)	21(23)
Track	Head Coach (Boys)	21
	Head Coach (Girls)	21
	Assistant Coach	17
	Assistant Coach	17
Lacrosse	Head Coach (Girls/Grade 8)	21(23)
	Head Coach (Girls/Grade 7)	21(23)
	Head Coach (Boys/Grade 8)	21(23)
	Head Coach (Boys/Grade 7)	21(23)
Softball	Head Coach (Grade 8)	21(23)
	Head Coach (Grade 7)	21(23)
Cross Country	Head Coach	21
	Assistant Coach	17
Tennis	Head Coach	21
Cheerleading	Fall Coach	20
	Winter Coach	18

**NON-ATHLETIC SUPPLEMENTALS**

<b>Senior High School Non-Athletics</b>	<u>Units</u>
Activities Coordinator	25
Student Council	18
Stage Manager/Tech Crew	20
Yearbook	35
Literary Magazine	10
Band	
Band Director	50
Band Front Guard Coordinator	25
Assistant Band Director	20
Assistant Band Director	20
Indoor Drum Line	10
Jazz Band Director	10

NON-ATHLETIC SUPPLEMENTALS, continued

Junior Variety Show Director	15
Assistant Junior Variety Show Director	10
Emanon	
Readers Theatre	11
Winter Production	17
Children's Theatre	13
Assistant Director	11
Coordinator	7
All-School Musical Director	25
All-School Musical Assistant Director	20
Choral Director	26
Orchestra Director	26
Freshman Class Advisor	10
Sophomore Class Advisor	10
Junior Class Advisor (2)	20 (each)
Senior Class Advisor (2)	20 (each)
Hi-Q Sponsor	18
Intramurals Director	15
Fitness Club	15
National Honor Society	15
Mathematics Honor Society	8
History Honor Society	8
Foreign Language Honor Society	8
Art Honor Society	8
National Computer Science Honor Society	8
Science Honor Society	8
Human Relations Club	8
Morning Director	20
Morning Supervisor	8
SADD Coordinator	8
Model UN	8
History Day Sponsor	8
Envirothon	18
Assistant Envirothon	10
Student Mentors	4
International Club	8
Future Business Leaders of America	18
Eco Club	8
Dance Team	8
English Honor Society	8



NON-ATHLETIC SUPPLEMENTALS, continued

TV Production Club	19
Interact Club	8
Physics Olympics Coach	18
Physics Olympics Assistant Coach	10
Science Olympiad Coach	18
Science Olympiad Assistant Coach	10
Science Olympiad Assistant Coach	10
Medical Scholars	8

**Middle School Non-Athletics**

Units

Special Area Team Leader	6	
After School Activity Bus Supervisor	10	
School Newspaper	16	
School Yearbook	16	
School Photographer	8	
Intramural Director	15	
Chorus Director - 7th and 8th Grade	13	
Chorus Director - 6th Grade	6	
Band Director	20	
Jazz Band Director	10	
Orchestra Director	7	
Student Forum Sponsors	20	
Special Student Activities Sponsor	5	
SADD Sponsor	6	
Jr. Science Olympiad	14	
Math Counts	7	
Reading Olympics	4	
Chess and Board Games	3	
National Junior Honor Society	8	
Team Activity Leaders (9)	6 (each)	
Drama/Theater Director	17	
Assistant Drama/Theater Director	13	
Musical/Theater Director	26	
Stage Manager/Tech Crew	10	
Homework Club	25 (total)	
After School Clubs	6 (each)	
Multicultural Student Union	Art	Environmental
French	Video Prod.	Debate
Applied Engineering	Robotic Club	Assistant Robotics (5 units)

NON-ATHLETIC SUPPLEMENTALS, continued

**Elementary Schools Non-Athletics**

Chorus 8  
Clubs 75(each bld.)

- Each school has 75 units for clubs.
- Units are earned based on how often the club meets:
  - 75% to 100% of the year 8
  - 74% to 50% of the year 6
  - 49% to 25% of the year 4
  - up to 24% of the year 2
- Clubs meet for at least 60 minutes.
- A minimum of 2% of the school's student population must be involved to be considered a club.
- One additional unit added if more than 10% of the student population is involved.
- Teacher prep time and number of meetings should be considered when calculating units.

**District-Wide Non-Athletics**

District-wide Coordinators 39

Elementary and Middle School Intramurals (Hourly Rate)

\$27.00

Workshops

For the life of this Agreement compensation for workshops shall be at the following hourly rate:

\$45.00

Building Coordinators

Curriculum 20 units  
Communications 20 units  
Audio Visual 10 units

Homebound

For the life of this Agreement, compensation for Homebound Instruction shall be at the following hourly rate:

\$65.00

Nurses and Due Process

For the life of this Agreement, members of the bargaining unit working after their normal workday as nurses at an athletic event or attending IEP meetings or due process hearings shall be compensated at the following hourly rate:

\$46.00

Whenever the teacher is advised, in writing, by the Board, at least forty-eight (48) hours prior to a special education due process hearing, that his/her attendance is not required by the Board, the teacher may elect to attend the hearing but will not be compensated.

Mentors

8 units

Saturday Detention Supervisor

\$46.00/hour

Detention Supervisor

\$46.00/hour

Evening Concerts Chaperones

\$46.00/hour

Night School Teachers

\$40.00/hour

Event Chaperones

Springton Lake	\$21.25/hour
	\$42.50/event
Penncrest	\$18.33/hour
	\$55.00/event

PSAT Review

\$150/session

## ARTICLE IX GRIEVANCE PROCEDURE

### A. DEFINITIONS

1. Grievance - an alleged violation of any provisions of this Agreement
2. Days - working days, exclusive of weekends or holidays.
3. Representative - as used in this Agreement shall mean only a duly authorized member of this Association.

### B. GENERAL PRINCIPLES

1. In the event a grievance is filed on or after June 1st, the parties agree to make a good faith effort to process the grievance as rapidly as possible, so that it can be resolved by the end of the school year. If the grievance has not been resolved by the end of the school year, the steps shall be continued through the summer recess, with the regular time limits being observed, unless waivers on time limits are requested by any of the parties involved.
2. In the event a grievance is in process on the date this Agreement terminates, the grievance shall continue to be processed under the terms of this Agreement and this Article, and not under any succeeding Agreement.
3. At all levels of the grievance procedure after it has been formally presented, the aggrieved person shall have the right to representation and to present witnesses at scheduled meetings, hearings, appeals or other proceedings required. He/she shall inform the official participating in the grievance proceeding of the number and identity of the persons accompanying him/her. The official may be accompanied by other officials and present witnesses.
4. There shall be a fifteen (15) workday limit for initiating a grievance, in writing, from the time of the alleged violation.
5. All written communications among the parties to the grievance shall be by U.S. Mail, inter-office mail or e-mail. If by US mail, the postmark shall constitute evidence as to whether a response has been made within the specified time limit.
6. Time limits may be extended by mutual consent of both parties.

## C. INDIVIDUAL PROCESS

### 1. Level 1

- a. The grievance shall first be discussed with the appropriate administrator, either individually or through the Association's school representative or accompanied by the representative with the object of resolving the matter informally.
- b. In the event that informal discussions with the administrator do not resolve a grievance, the aggrieved person shall send a written notice to that administrator within fifteen (15) days of the occurrence of the alleged grievance summarizing the points at issue. The timeline can be extended upon written mutual agreement from both parties.
- c. The Level 1 administrator shall send his/her decision, in writing, within ten (10) workdays following the receipt of the grievance notice to the aggrieved person, and the Association.

### 2. Level 2

- a. Within five (5) days of receipt of the decision rendered by the Level 1 administrator, the decision may be appealed to the Office of the Superintendent. The appeal shall include a copy of the decisions being appealed and the grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.
- b. Appeals to the Office of the Superintendent shall be heard within ten (10) days of receipt of the formal request. Written notice of the time and place of the hearing shall be given at least five (5) days prior to the hearing to the aggrieved person and his/her representatives and the Association.
- c. Within five (5) days of hearing the appeal, the Superintendent of Schools shall communicate to the Association, the aggrieved person and all other parties officially present at the hearing his/her written decision, which shall include supporting reasons therefore.

### 3. Level 3

- a. Within five (5) days of receipt of a decision by the Office of the Superintendent, that decision may be appealed to the Board. The appeal shall include a copy of the decision being appealed and grounds for regarding the decision as incorrect. It shall also state the names of all persons officially present at the prior hearing and such persons shall receive a copy of the appeal.
- b. Appeals to the Board shall be heard within twenty (20) days of receipt of the appeal at a Committee of the Whole meeting of the Board. The

written decision of the Board shall be sent to the aggrieved and the Association within twenty (20) days of the hearing.

4. Level 4

If the action in Level 3 above fails to resolve the grievance within ten (10) days after receipt of Board decision to the satisfaction of the Association, the grievance shall be referred to binding arbitration as provided in Section 903, of Act 195 with the understanding that nothing herein shall preclude the District from utilizing the grievance procedure, including arbitration, in the appropriate circumstances.

D. GROUP PROCESS

Where members of the Association in more than one school have a grievance, the chairman of the Grievance Committee, in the name of the Association on their request, may initiate a group grievance in their behalf. In such a case, a written grievance may be filed originally with the Superintendent and such information copies of the grievance shall be sent simultaneously to the supervisor(s) of the employee involved.

E. GENERAL PROVISIONS

1. No prejudice shall attend any person by reason of utilizing or participating in the procedure contained in this Agreement.
2. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however, to the final decision of the grievance.
3. Teachers not desiring Association representation may process any complaints that they may have in accordance with any procedures made available to them by the Board. Such complaints shall not be subject to the grievance procedure. The Association shall have the right to be present and make known its view at such hearings.
4. An aggrieved person may withdraw from the grievance procedure at any time and the Association may withdraw its representation of an aggrieved person at any time.
5. Failure at any step of this procedure to communicate the decision, in writing, on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
6. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

7. Forms for processing grievances shall be jointly prepared by the Superintendent and the Association. The forms shall be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure. Forms shall be available in the Principal's offices.
8. Public information shall be available to the Association and individuals filing grievances.

MOUs that are in the back of the CBA:

- a) The MOU pertaining to Patricia Serzan shall remain in the CBA.
- b) All other MOU's will be removed.