



AGREEMENT
BETWEEN
ROSE TREE MEDIA SCHOOL DISTRICT
AND
ROSE TREE MEDIA EDUCATION ASSOCIATION

Approved by the Board
of School Directors
June 13, 2024

For the period
July 1, 2024 through June 30, 2028

TABLE OF CONTENTS

ARTICLE I - PARAMETERS OF AGREEMENT	1
A. Recognition and Definition of Unit	1
B. Definition of Parties	1
C. Supersedure	1
D. Government Regulations	1
E. Modification	1
F. Separability	1
G. Construction	2
H. No Strike - No Lockout	2
I. Date	2
ARTICLE II - RIGHTS AND RESPONSIBILITIES OF TEACHERS	3
A. Selection Procedures	3
B. Personnel Files	4
C. Teacher's Rights	4
D. Confidential Correspondence	6
E. Assignment	6
ARTICLE III – LEAVE PROCEDURE	8
A. Personal Leave	8
B. Leave for Family Illness	9
C. Association Leave	9
D. Court Appearance	9
E. Released Time for School District Business	10
F. Unpaid Leave of Absence	11
ARTICLE IV - ASSOCIATION RIGHTS, PRIVILEGES, RESPONSIBILITIES	16
A. Right to Organize	16
B. Maintenance of Membership	16
C. Advisory Role of Association	16
D. Association President Visitations	18
E. Bulletin Board	18
F. Building Use	18
ARTICLE V – HOURS	19
A. Faculty Work Year	19
B. Teacher Day	19
C. Lunch	19
D. Faculty Meetings	20
E. Planning Periods	20
F. Conference Days	20
G. Semester Preparation	21
H. Remote Work	21
I. Flexible Instruction Day (FID)	21
J. Flex Days	22

K. Teacher of Record for an Additional Period(s)	22
L. Class Coverage	23
ARTICLE VI – ECONOMIC CONDITIONS	24
A. Base Compensation	24
B. Insurance Benefits	31
C. Payroll Deductions	35
D. Student Organization Dues	35
E. Mileage	35
F. Complementary Tickets	36
G. Medical Examination	36
H. Tuition Reimbursement	36
I. Accrued Earnings	38
J. Sick Leave Buy-Back	38
K. Sick Leave Bank	39
L. Section 125 Plan	39
ARTICLE VII – TEACHING CONDITIONS	40
A. Minor Changes, Teaching Conditions	40
B. Safety and Protection	40
C. Class Interruptions	40
D. Facilities	40
E. Seniority	40
ARTICLE VIII – SUPPLEMENTAL COMPENSATION AND CONTRACTS	42
Supplemental Compensation and Contracts	42
A. Payment for Post-Season Participation	43
ARTICLE IX – GRIEVANCE PROCEDURE	49
A. Definitions	49
B. General Principles	49
C. Individual Process	50
D. Group Process	51
E. General Provisions	51

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, speech and language pathologists, school social workers, 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”, “faculty”, 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, 2024, through June 30, 2028.

ROSE TREE MEDIA
BOARD OF SCHOOL DIRECTORS

ROSE TREE MEDIA
EDUCATION ASSOCIATION

/S/ 

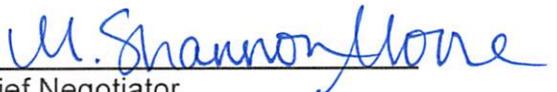
President

/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 to 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 bargaining unit member 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 bargaining unit member 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. 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 under the following conditions:
 - a. Personal days immediately prior to or after a school holiday are limited to three (3) teachers per elementary school, four (4) teachers at the middle school, and five (5) teachers at the high school.
 - b. Personal leave may not be used on the day on which convocation is scheduled, the first two (2) student days, the last student day, and the last workday for bargaining unit members.
 - c. Personal days may be used by employees for religious holidays; however, the employee reserves the right to alternatively observe a religious holiday by taking an unpaid leave day.
 - d. A bargaining unit member may not use five (5) personal days consecutively.
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. Bargaining unit members approved for a child rearing leave, prior to July 1, 2024, regardless of the length of time of that leave may continue the approved leave under the terms of child rearing leave in the 2021-2024 Collective Bargaining Agreement. Once that leave period ends, the employee must return to work. Effective July 1, 2024, the maximum length for childrearing leave is twenty-two (22) calendar weeks 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 forty-four (44) calendar weeks with 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 establish past practice for future requests. The District retains the privilege to have the employee remain out of work until 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.

- I. 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/her 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 fewer 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. FACULTY WORK YEAR

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

	<u>Current Teachers</u>	<u>New Hires</u>
2024-2025	193	198
2025-2026	192	198
2026-2027	192	198
2027-2028	192	198

- a. The first workday of the faculty work year shall consist of Convocation and in-service day activities led by the Administration. The second workday of the faculty work year will be a day reserved for faculty members to prepare for the coming student school year. All faculty members are required to report to the school for a regular in-service day.
- b. The last workday of the faculty work year will either be an early dismissal day for students and the second half of the day used by the teachers to close out the school year, or if the day is scheduled as full in-service day, the first half of the day will be led by the Administration and the other half of the day used by the teachers to close out the school year.

B. TEACHER DAY

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

Once 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 1st 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. Conferencing 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 forty-five (\$45.00) dollars 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. REMOTE WORK

1. The District may elect to allow for remote work 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, remote work 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. Remote work will follow the conditions stated under the Telework Administrative Regulations. Remote Work opportunities may also be available to complete designated and assigned professional development activities with the approval of the Superintendent or designee.

The employee will establish an appropriate work environment in order to conduct video conferencing. The work environment must be a quiet work location, free of interruptions from family members and pets, and the background screen must look as if it is a classroom, or it must be blurred.

I. FLEXIBLE INSTRUCTION DAY (FID)

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. Bargaining unit members shall follow the Flexible Instruction Day schedule established by the Administration which will include up to two and half (2.5) hours of synchronous instruction to students, provide asynchronous instruction, and hold office hours for students, as applicable. Flexible Instruction Day schedules may look different at the elementary, middle, and high school level.
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.

J. FLEX DAYS

1. During the 2024-2025 faculty work year, there will be one (1) flex day. Beginning with the 2025-2026 school year and thereafter, there will be two (2) flex days.
2. Flex day alternative opportunities shall occur either electronically, asynchronously, and/or in person at a date, time, and format that is approved by the Superintendent and/or designee over the course of the year.
3. Bargaining unit members who create and provide flex day alternative opportunity training(s) for staff shall receive double credit for doing so. For the purposes of this section, credit shall mean time credit for providing the training to staff. As an example, for a bargaining unit member who provides a ½ day flex training will receive credit for a full flex day.
4. Flex Days shall be designated on the District's calendar in the event Bargaining Unit members do not meet their flex requirements under Section 2 above and shall be required to attend those days, if such training is not completed.

In order to be exempt from attending a Flex Day on the District calendar, a Bargaining Unit member must have completed the necessary flex day alternative opportunity hours forty-five (45) days before the Flex Day. Bargaining Unit members must have completed seven (7) hours of flex day alternative opportunity hours to be exempt from attending one Flex Day, and fourteen (14) hours to be exempt from attending both Flex Days.

5. If a bargaining unit member does not complete any or all of the required Flex Day hours, then the bargaining unit member will be required to work on the flex day(s) as designated on the school calendar wherein the District will provide training as identified by the District.

K. Teacher of Record for an Additional Period(s) - (Regular Education and Special Education)

1. To the extent practicable under this section, the District will seek volunteers to take on additional responsibilities for caseloads or classes and compensate those volunteers in accordance with paragraphs four and five. In the event volunteers cannot be identified or it is not practicable the following shall be utilized to provide additional compensation as detailed in paragraphs four and five when a teacher takes on additional responsibilities.
2. For purposes of regular education certified teachers, a "teacher of record" shall be defined as a teacher who is assigned to teach a course and is responsible for the assigning of grades, preparing lesson plans, and student record keeping.
3. For purposes of special education teachers, "caseload" shall be the responsibilities associated with the implementation of a Student's IEP, which may include, but not be

limited to, holding IEP meetings, writing IEPs and similar IDEA documents, and providing instruction to students.

4. If a regular education bargaining unit member is assigned to teach a period(s) beyond the "typical" teaching class load when a suitable substitute teacher cannot be found and assigned, the bargaining unit member will assume all responsibilities as the "teacher of record" as defined above. The bargaining unit member will be compensated at a rate of one hundred (\$100.00) dollars per course, per day for the length of time the bargaining unit member is assigned as the "teacher of record" for periods taught beyond the normal class load.
5. For purposes of special education learning support teachers only, in the event such a teacher is required to take on eight or more additional itinerant special education students on his or her "caseload" due to a leave of absence for another teacher or a vacancy, said teacher shall be compensated an additional forty (\$40.00) dollars per day for those responsibilities while the other teacher is on leave, or the vacancy exists.

L. 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 assigned to cover the class during his/her planning period shall be paid the sum of forty-five (\$45.00) dollars. 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.

ARTICLE VI

ECONOMIC CONDITIONS

A. BASE COMPENSATION

1. Salary Schedules

- a) Beginning with the 2024-2025 contract year and thereafter, all bargaining unit members shall be placed on the appropriate step and column on the new five-column salary schedule. In the 2024-2025 contract year, step one (1) from the 2023-2024 salary schedule will be removed from the salary schedule and the steps will be renumbered for a total of fourteen (14) steps.

2. Salary Increases:

- a) For the 2024-2025 school year, there shall be an overall increase of 4.97%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- b) For the 2025-2026 school year, there shall be an overall increase of 4.99%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- c) For the 2026-2027 school year, there shall be an overall increase of 4.96%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- d) For the 2027-2028 school year, there shall be an overall increase of 4.96%, which includes step movement. Column movement shall occur in accordance with the provisions of the CBA.
- e) Bargaining Unit Members who receive compensation, including sick and personal time, for working at least half of the work year or greater in any school year shall move to the next step and/or column on the salary schedule. Movement shall occur in accordance with the terms of the agreement, if such step and/or column movement is available.

3. Changes to the salary chart:

- a) The salary schedule shall consist of five (5) columns available for bargaining unit members to be placed on in accordance with their degree and/or graduate credits earned. The columns shall be: Bachelor's degree, Master's degree, 2nd Master's degree, 2nd Master's plus 30 credits/Master's plus 60 credits, and National Board Certified (hereinafter referred to as "NBC").

- b) The bargaining unit members who were hired before March 10, 2015, and earned their doctorate degree shall remain on the NBC column.
- c) Effective July 1, 2024, and thereafter, the Master's+40 column will be eliminated.

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. These bargaining unit members may not move to the Second Master's+30/M+60 column without earning a Second Master's plus thirty additional graduate credits.
- 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 in the agreement dated 9/1/2018 through 8/31/2021 who 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. 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 did not 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.
- f) Bargaining unit members hired before March 10, 2015 and who are currently on the Master's+40 column as of June 30, 2024, will be moved to the 2nd Master's degree column on July 1, 2024 at the bargaining unit member's respective step.

In order to move to the Master's+60 column for those bargaining unit members who were once on the Master's+40 column, the bargaining unit member must earn sufficient graduate credits to move to the Master's+60 column on or before June 29, 2028.

If the bargaining unit member does not earn additional graduate credits by June 29, 2028 to move to the Master's+60 column, the bargaining unit member will be required to earn a second master's degree first and then earn thirty (30) additional credits to qualify to move to the 2nd Master's+30 column.

- g) Speech and Language Therapist (SLP's) who hold the Certificate of Clinical Competence (3C's) will be placed on the second Master's degree plus 30 column at time of hire. The current SLP's who are not on the second Master's degree plus 30 column as of July 1, 2024 will be moved to that column and placed on their respective 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.
- h) The three bargaining unit members existing on the Doctorate column in the agreement dated 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.
- i) 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 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. The parties recognize the certifications granted by the National Board for Professional Teaching Standards when NBC is referenced throughout the collective bargaining agreement.
- j) 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.

SALARY SCHEDULES

Old Step	New Step	Bachelor	Master	2nd Masters	2nd M+30 M+60	NBC
Year 1 2024-2025						
2	1	\$60,400	\$70,400	\$75,400	\$82,400	\$91,400
3	2	\$61,400	\$71,400	\$77,900	\$83,400	\$93,400
4	3	\$62,400	\$72,400	\$79,900	\$84,400	\$94,400
5	4	\$63,400	\$73,400	\$81,900	\$86,400	\$95,400
6	5	\$64,400	\$74,400	\$83,900	\$88,400	\$97,400
7	6	\$65,400	\$76,400	\$85,900	\$90,400	\$99,400
8	7	\$66,400	\$78,400	\$87,900	\$92,400	\$100,400
9	8	\$67,400	\$81,400	\$89,900	\$94,400	\$102,400
10	9	\$68,400	\$83,900	\$92,400	\$96,400	\$104,400
11	10	\$69,400	\$86,900	\$94,400	\$98,400	\$105,400
12	11	\$70,400	\$91,900	\$97,400	\$100,400	\$107,400
13	12	\$74,900	\$95,400	\$100,400	\$103,400	\$109,400
14	13	\$81,900	\$100,400	\$103,400	\$107,400	\$111,400
15	14	\$92,900	\$106,900	\$110,900	\$114,400	\$116,900

Step	Bachelor	Master	2nd Masters	2nd M+30 M+60	NBC
Year 2 2025-2026					
1	\$64,350	\$74,350	\$79,350	\$86,350	\$95,350
2	\$65,350	\$75,350	\$81,850	\$87,350	\$97,350
3	\$66,350	\$76,350	\$83,850	\$88,350	\$98,350
4	\$67,350	\$77,350	\$85,850	\$90,350	\$99,350
5	\$68,350	\$78,350	\$87,850	\$92,350	\$101,350
6	\$69,350	\$80,350	\$89,850	\$94,350	\$103,350
7	\$70,350	\$82,350	\$91,850	\$96,350	\$104,350
8	\$71,350	\$85,350	\$93,850	\$98,350	\$106,350
9	\$72,350	\$87,850	\$96,350	\$100,350	\$108,350
10	\$73,350	\$90,850	\$98,350	\$102,350	\$109,350
11	\$74,350	\$95,850	\$101,350	\$104,350	\$111,350
12	\$78,850	\$99,350	\$104,350	\$107,350	\$113,350
13	\$85,850	\$104,350	\$107,350	\$111,350	\$115,350
14	\$96,850	\$110,850	\$114,850	\$118,350	\$120,850

Step	Bachelor	Master	2nd Masters	2nd M+30 M+60	NBC
Year 3 2026-2027					
1	\$68,300	\$78,300	\$83,300	\$90,300	\$99,300
2	\$69,300	\$79,300	\$85,800	\$91,300	\$101,300
3	\$70,300	\$80,300	\$87,800	\$92,300	\$102,300
4	\$71,300	\$81,300	\$89,800	\$94,300	\$103,300
5	\$72,300	\$82,300	\$91,800	\$96,300	\$105,300
6	\$73,300	\$84,300	\$93,800	\$98,300	\$107,300
7	\$74,300	\$86,300	\$95,800	\$100,300	\$108,300
8	\$75,300	\$89,300	\$97,800	\$102,300	\$110,300
9	\$76,300	\$91,800	\$100,300	\$104,300	\$112,300
10	\$77,300	\$94,800	\$102,300	\$106,300	\$113,300
11	\$78,300	\$99,800	\$105,300	\$108,300	\$115,300
12	\$82,800	\$103,300	\$108,300	\$111,300	\$117,300
13	\$89,800	\$108,300	\$111,300	\$115,300	\$119,300
14	\$100,800	\$114,800	\$118,800	\$122,300	\$124,800

Step	Bachelor	Master	2nd Masters	2nd M+30 M+60	NBC
Year 4 2027-2028					
1	\$72,600	\$82,600	\$87,600	\$94,600	\$103,600
2	\$73,600	\$83,600	\$90,100	\$95,600	\$105,600
3	\$74,600	\$84,600	\$92,100	\$96,600	\$106,600
4	\$75,600	\$85,600	\$94,100	\$98,600	\$107,600
5	\$76,600	\$86,600	\$96,100	\$100,600	\$109,600
6	\$77,600	\$88,600	\$98,100	\$102,600	\$111,600
7	\$78,600	\$90,600	\$100,100	\$104,600	\$112,600
8	\$79,600	\$93,600	\$102,100	\$106,600	\$114,600
9	\$80,600	\$96,100	\$104,600	\$108,600	\$116,600
10	\$81,600	\$99,100	\$106,600	\$110,600	\$117,600
11	\$82,600	\$104,100	\$109,600	\$112,600	\$119,600
12	\$87,100	\$107,600	\$112,600	\$115,600	\$121,600
13	\$94,100	\$112,600	\$115,600	\$119,600	\$123,600
14	\$105,100	\$119,100	\$123,100	\$126,600	\$129,100

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, 2nd Master's Degree, 2nd 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 15th 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 an hourly rate.

7. Stipend for Special Education Teachers

The District shall compensate all bargaining unit members whose teaching assignment is classified as a special education teacher with a stipend of one thousand (\$1,000.00) dollars annually paid through payroll over twenty-six (26) pay checks. The District provision of the stipend is in recognition of the significant work with regard to IEP's.

B. INSURANCE BENEFITS

1. Health Insurance

Effective July 1, 2024, the District will offer a Personal Choice Silver Plan and a Personal Choice Alternative Gold Plan.

a. **The Personal Choice Silver Plan** is available to all bargaining unit members who do not elect the **Personal Choice Alternative Gold 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 four-contract years.

b. **The Personal Choice Alternative Gold Plan** is available to all bargaining unit members who have not selected the Personal Choice Silver Plan and who are eligible for medical insurance coverage. Bargaining unit members who elect the **Personal Choice Alternative Gold Plan** will contribute to the monthly premium.

In year 1 (2024-2025), bargaining unit members will be responsible for two (2%) percent of the monthly premium.

In year 2 (2025-2026), bargaining unit members will be responsible for four (4%) percent of the monthly premium.

In year 3 (2026-2027), bargaining unit members will be responsible for six (6%) percent of the monthly premium.

In year 4 (2027-2028), bargaining unit members will be responsible for eight (8%) 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 **Gold Plan** and contribute to the monthly premium do so on a pre-federal income and FICA tax basis.

2. Health Reimbursement Account (HRA) Funding:

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

During all 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.

3. Prescription

Effective July 1, 2024, 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.

The prescription plan will include: drug quantity management, step therapy programs, prior authorization programs, and Prudent Rx, and exclude compound prescriptions that are not FDA approved from the plan.

- a. Bargaining unit members may elect to enroll in the specialty drug program (hereinafter referred to as “Prudent Rx”) in accordance with requirements established by the District and/or Prudent Rx.
- b. By enrolling in Prudent Rx, bargaining unit members shall pay zero (\$0.00) dollars copay for specialty drugs and any coinsurance shall be waived.
- c. Any bargaining unit member, spouse, or dependent who fails to enroll in Prudent Rx shall be responsible for a thirty (30%) percent coinsurance payment (“the coinsurance payment”).
- d. Any copay coupon received by or credited to the bargaining unit member, spouse, or eligible dependent shall be provided and credited to the District by Prudent Rx.
- e. If Prudent Rx does not provide the expected savings to both the District and the Association or ceases to exist, this language will not be enforced, at the District’s discretion with written notice to the Association and bargaining unit employees. Upon termination, the thirty percent (30%) coinsurance set forth in paragraph c shall immediately cease and the copayment shall revert back to the premium share provisions found in CBA.

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 and eighty-five (\$285.00) dollars. 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 successfully 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. The National Board Certification Program refers to certifications offered by the National Board for Professional Teaching Standards organization.

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.

Course pre-approval forms are required to be submitted at least two (2) weeks before the start of the course or the course may be denied. The District may at its discretion develop electronic forms

- 1. The fund shall be divided as follows:

Fall: \$46,600	Spring: \$46,700	Summer I: \$23,350	Summer II: \$23,350
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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 31st.

- c. All transcripts/receipts received by the Human Resource Office after May 31st will be processed with the summer transcripts.

4. Summer I or II

- a. Graduate courses with a commencement date in May and a completion date by June 30th will be considered Summer I courses. Graduate courses with a commencement date in July and a completion date by August 31st will be considered Summer II courses.
- b. Distribute funds and submit pre-approval forms following the same procedures as outlined for the Fall.
- c. All transcripts must be received by the Human Resource Office no later than September 15th.
- d. Any transcripts received by the Human Resource Office after September 15th 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. 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 15th 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 in order to receive this payout.

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.

K. SICK LEAVE BANK

The parties agree to maintain the Sick Leave Bank under the terms and conditions previously agreed to. Any decision by the Superintendent is final and cannot be grieved.

L. 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. The supplemental salary assigned to each supplemental position shall be determined by multiplying the number of units assigned to the supplemental position by the dollar values of the level of years of experience of the individual appointed to the supplemental position per the scale below. The District will give credit for years of service experience per the current scale.

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

Unit Values	
Level 1	160
Level 2	170
Level 3	175
Level 4	185

6. For clubs/activities that meet with students directly before/after school, the bargaining unit member is expected to complete the professional responsibilities related to their primary assignment outside of the contracted teacher day to make up for any time spent on supplemental work during the contracted teacher day.
7. The inclusion of a position title in the listing of supplemental pay positions is for the purpose of establishing the total units assigned for each and thereby the supplemental pay for each position. Such listing in no way is intended to signify that such positions may or may not be filled.

B. PAYMENT FOR POST-SEASON PARTICIPATION

1. Sport Seasons – Fall, Winter, and Spring – the start and end of the seasons are defined by PIAA for middle schools and high schools.
2. The varsity head coach (other than those listed in paragraph number four (4) and marching band director will be paid sixty (\$60.00) dollars per day for practice and game time in PIAA District, Regional, and State competitions.
3. The varsity head coach for Basketball, Football, Soccer, Field Hockey, Volleyball, and Lacrosse will receive eighty (\$80.00) dollars for District, Regional, and State competitions per day as compensation for practice, game time, and reviewing film.
4. The assistant coach(es) will be paid fifty (\$50.00) dollars per day for practice and game time in PIAA District, Regional, and State competitions.
5. The Lead Envirothon Advisor will be paid one hundred fifty (\$150.00) dollars per day for any post season competition.
6. The Lead Envirothon Advisor will be paid seventy-five (\$75.00) dollars per day for any practice/preparation days worked in preparing for a post season competition.
7. The Assistant Envirothon Advisor will be paid one hundred (\$100.00) dollars per day for any post season competition.
8. The Assistant Envirothon Advisor will be paid fifty (\$50.00) dollars per day for any practice/preparation days worked in preparing for a post season competition.

ATHLETIC SUPPLEMENTALS

High School Athletics

		<u>Units</u>
Athletic Director	Assistant	50
Athletic Director	Assistant	50
Football	Head Coach	61
	Assistant Coach	40
	Freshman Assistant Coach	31 (33)
	Freshman Assistant Coach	25

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

High School Athletics, continued

		<u>Units</u>
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	24
	Coach	16
	Coach	16
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

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

High School Athletics, continued

		<u>Units</u>
Swimming (Boys/Girls)	Head Coach	44
	Assistant Coach	22
	Assistant Coach	22
	Diving Coach	20
Indoor Track	Head Coach (Boys)	34
	Assistant Coach	26
	Head Coach (Girls)	34
	Assistant Coach	26
Cheerleading (Winter)	Head Coach	24
	Assistant Coach	16
Baseball	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Assistant Coach	25
	Freshman Head Coach	23 (25)
Softball	Head Coach	39
	Assistant Coach	25
	Assistant Coach	25
	Assistant Coach	25
	Freshman Head 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
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

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

Middle School - Athletics

		<u>Units</u>
Athletic Director		60
Football	Head Coach - Varsity	21
	Head Coach - JV	21
	Assistant Coach - Varsity	17
	Assistant Coach - JV	17
Soccer	Head Coach (Boys/Grade 8)	21
	Head Coach (Boys/Grade 7)	21
	Head Coach (Girls/Grade 8)	21
	Head Coach (Girls/Grade 7)	21
Field Hockey	Head Coach 7 th Grade	21
	Head Coach 8 th Grade	21
Volleyball	Head Coach 7 th Grade	21
	Head Coach 8 th Grade	21
Basketball	Head Coach (Boys/Grade 8)	21
	Head Coach (Boys/Grade 7)	21
	Head Coach (Girls/Grade 8)	21
	Head Coach (Girls/Grade 7)	21
Wrestling	Head Coach	21
	Assistant Coach	17
Baseball	Head Coach (Grade 8)	21
	Head Coach (Grade 7)	21
Track	Head Coach (Boys)	21
	Head Coach (Girls)	21
	Assistant Coach	17
	Assistant Coach	17
Lacrosse	Head Coach (Girls/Grade 8)	21
	Head Coach (Girls/Grade 7)	21
	Head Coach (Boys/Grade 8)	21
	Head Coach (Boys/Grade 7)	21
Softball	Head Coach (Grade 8)	21
	Head Coach (Grade 7)	21
Cross Country	Head Coach	21
	Assistant Coach	17
Tennis	Head Coach	21

Middle School – Athletics continues

	<u>Units</u>
Cheerleading	21
Fall Coach	21
Winter Coach	21

NON-ATHLETIC SUPPLEMENTALS**High School Non-Athletics**

	<u>Units</u>
All-School Musical Director	30
All-School Musical Assistant Director	20
All-School Musical – Other Musical Position (1.0 fte)	15
All-School Musical PIT Orchestra	13
Band	
Senior High School Marching Band Director	34
Color Guard Coordinator	25
Color Guard Assistant	12
Assistant Marching Band Director	20
Percussion Coordinator	20
Percussion Assistant Coordinator	12
Front Ensemble Coordinator	12
Drill Designer	5
Indoor Drum Line	10
Jazz Band Director	12
Assistant Jazz Band Director	8
Choral Director	26
Instrumental Concert Band Director	26
Orchestra Director	26
Art Honor Society	8
Aviation Club	8
Dance Team	8
Eco Club	8
Emanon	
Winter Production	17
Children's Theatre	11
Assistant Director	11
Coordinator	7
English Honor Society	8
Envirothon	18
Assistant Envirothon	10
Freshman Class Advisor	15
Future Business Leaders of America	18
Hi-Q Sponsor	18
History Day Sponsor	8
History Honor Society	8
Human Relations Council	8
Interact Club	8
Intramurals Director	15

HIGH SCHOOL - NON-ATHLETIC SUPPLEMENTALS, continued

	<u>Units</u>
International Club	8
Junior Class Advisor (2)	20 (each)
Junior Variety Show Director	15
Assistant Junior Variety Show Director	10
Literary Magazine	10
Mathematics Honor Society	8
Medical Scholars	8
Model UN	8
Morning Director	20
Morning Supervisor	8
National Computer Science Honor Society	8
National Honor Society	15
Physics Olympics Coach	18
Physics Olympics Assistant Coach	10
SADD Coordinator	8
Scholarship/Senior Awards Coordinator	15
Science Honor Society	8
Science Olympiad Coach	18
Science Olympiad Assistant Coach	7
Science Olympiad Assistant Coach	7
Senior Class Advisor (2)	20 (each)
Sophomore Class Advisor	15
Stage Manager/Tech Crew	20
Strength and Conditioning Coach - Fall	9
Strength and Conditioning Coach - Winter	9
Strength and Conditioning Coach - Spring	9
Student Activities Coordinator	25
Student Council	18
TV Production Club	19
World Language Honor Society	8
Worldwide Pride Club	8
Yearbook	22

Middle School Non-Athletics

	<u>Units</u>
Musical/Theater Director	26
Assistant Musical Director	16
All School Musical – Other Position (1.0 fte)	8
Stage Manager/Tech Crew	10
Band Director	20
Chorus Director - 6th Grade	10
Chorus Director - 7th and 8th Grade	13
Color Guard	10
Jazz Band Director	10
Orchestra Director	13
After School Activity Bus Supervisor	10

MIDDLE SCHOOL - NON-ATHLETIC SUPPLEMENTALS, continued

	<u>Units</u>
Chess and Board Games	6
Homework Club	24 (total)
Intramural Director	15
Jr. Science Olympiad	14
Morning Director	20
National Junior Honor Society	8
Reading Olympics	6
SADD Sponsor	6
School Newspaper	16
School Photographer	8
School Yearbook	16
Student Council	20
Talent Show Coordinator	5
Team Activity Leaders (9)	6 (each)
Special Area – Team Activity Leader	6
After School Clubs	6 (each)
Art	
Community Serv. Club (2 positions)	
Debate	
Environmental	
French	
Multicultural Student Union	
Pride Club	
Robotic Club	
Assistant Robotics (5 units)	
Spartan Club	

Elementary Schools Non-Athletics

	<u>Units</u>
Band Director	4
Chorus	8
Orchestra	2
Clubs	75(each bld.)
<ul style="list-style-type: none"> • Each school has 75 units for clubs. • Units are earned based on how often the club meets: <ul style="list-style-type: none"> ○ 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

	<u>Units</u>
District-wide Coordinators	
Art Coordinator	20
DVCEE Coordinator	10
Music Coordinator	20
Nurse Coordinator	20
World Language Coordinator	20

Building Coordinators

High School

	<u>Units</u>
Audio Visual Coordinator	10
Communications Coordinator	20
Art Coordinator	20
Guidance Coordinator	20
Language Arts Coordinator	20
Mathematics Coordinator	20
Music Coordinator	20
Physical Education Coordinator	20
Science Coordinator	20
Social Studies Coordinator	20
Special Education Coordinator	20
Technology Coordinator	20
World Language Coordinator	20

Middle School

	<u>Units</u>
Audio Visual Coordinator	10
Communications Coordinator	20
Art Coordinator	20
Guidance Coordinator	20
Language Arts Coordinator	20
Mathematics Coordinator	20
Music Coordinator	20
Physical Education Coordinator	20
Science Coordinator	20
Social Studies Coordinator	20
Special Education Coordinator	20
World Language Coordinator	20

Elementary School	<u>Units</u>
Audio Visual Coordinator	10
Communications Coordinator	20
Kindergarten Coordinator	20
First Grade Coordinator	20
Second Grade Coordinator	20
Third Grade Coordinator	20
Fourth Grade Coordinator	20
Fifth Grade Coordinator	20
Mentors	8

Elementary and Middle School Intramurals (Hourly Rate)

\$27.00/hour

Workshops

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

\$50.00/hour

Homebound

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

\$65.00/hour

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, after school dance, attending IEP meetings, or due process hearings shall be compensated at the following hourly rate:

\$50.00/hour

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.

Saturday Detention Supervisor

\$50.00/hour

Detention Supervisor

\$50.00/hour

Evening Concerts Chaperones

\$50.00/hour

Night School Teachers

\$50.00/hour

Event Chaperones

Springton Lake \$25.00/hour
 \$55.00/event

Penncrest \$25.00/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.

ROSE TREE MEDIA SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

**Between the Board of School Directors
of the Rose Tree Media School District
and the Rose Tree Media Education Association**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Board of School Directors of the Rose Tree Media School District (the "District") and the Rose Tree Media Education Association ("RTMEA"). The District and RTMEA will be referred to collectively as "the Parties."

WHEREAS, the District and the RTMEA are parties to a collective bargaining agreement with a term of September 1, 2018 through August 31, 2021 (the "Successor CBA");

WHEREAS, the District and the RTMEA are parties to a collective bargaining agreement with a term of September 1, 2014 through August 31, 2018 (the "Current CBA");

WHEREAS, Patricia Serzan ("Serzan"), is a bargaining unit member in the bargaining unit represented by the RTMEA;

WHEREAS, both the Successor CBA and the Current CBA include salary schedules for bargaining unit members;

WHEREAS, Serzan currently holds a Master's Degree ("Current Master's Degree") and has obtained thirty (30) graduate credits in addition to her Current Master's Degree;

WHEREAS, for the 2017-2018 school year, Serzan was placed on the Master's plus 30 column at step eight (8) of the 2017-2018 salary schedule for employees hired as of March 10, 2015 in the Current CBA;

WHEREAS, the Board and RTMEA, after discussion, desire to establish the salary and salary placement of Serzan for the term of the Successor CBA, beginning with the 2018-2019 contract year as set forth herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Effective with the beginning of the 2018-2019 school year and unless and until Serzan meets the conditions in paragraph 2 herein, Serzan's salary shall be based upon the Additional Master's Degree column of the Salary Schedules of the Successor CBA for "Employees hired as of March 10, 2015". For the 2017-2018 School Year she will be placed on step nine (9). Serzan shall advance vertically one step each school year.

2. Serzan shall be eligible to advance to the columns to the right of the Additional Master's Degree column of the Successor CBA for "Employees hired as of March 10, 2015" only if Serzan earns a second Master's degree, in addition to her Current Master's Degree and an additional thirty (30) credits. Any graduate credits previously accrued by Serzan and currently held by her in addition to her Current Master's Degree shall not be considered in Serzan's subsequent column movement, however, there is no restriction on an educational institution applying those credits toward a second master's degree.
3. This MOU shall be effective September 1, 2018 and shall remain in effect until such time Serzan has advanced to the "Additional Master's Degree +30" column of the salary schedules in the Successor CBA.
4. This MOU shall not alter the terms of the Current CBA or the Successor CBA except as expressly stated herein.
5. All other terms of the Current CBA and the Successor CBA shall remain in full force and effect.
6. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the Successor CBA.
7. This MOU is entered into on a "no precedent" basis. It shall not constitute or be used as evidence of any "past practice" or as evidence that the District or RTMEA violated any agreement, contract, rule, regulation, or law.

IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the date set forth herein.



President
Rose Tree Media Education Association

Date: March 21, 2018



President
Rose Tree Media School District
Board of School Directors

Date: March 22, 2018

ROSE TREE MEDIA SCHOOL DISTRICT

MEMORANDUM OF UNDERSTANDING

**Between the Board of School Directors
of the Rose Tree Media School District
and the Rose Tree Media Education Association**

This Memorandum of Understanding (hereinafter referred to as the "MOU") is made by and between the Board of School Directors of the Rose Tree Media School District (the "District") and the Rose Tree Media Education Association ("RTMEA"). The District and RTMEA will be referred to collectively as "the Parties."

WHEREAS, the District and the RTMEA are parties to a collective bargaining agreement (CBA) with a term of July 1, 2021 through June 30, 2024;

WHEREAS, John Phillips ("Phillips"), is a bargaining unit member in the bargaining unit represented by the RTMEA;

WHEREAS, Phillips currently holds a Masters' degree, was hired by the District prior to March 10, 2015, and is enrolled in a doctorate program with West Chester University; and

WHEREAS, the parties, after discussion, desire to clarify future column movement for John Phillips once he obtains a doctorate degree.

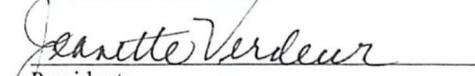
NOW, THEREFORE, intending to be legally bound hereby, the parties agree as follows:

1. Upon completion of his doctoral degree, Phillips shall move one column each contractual year (Second Masters, Second Masters plus thirty graduate credits, and National Board Certification ["NBC"]) to the furthest column on the right of the salary schedule which is labeled National Board Certification (NBC), consistent with the provisions of the CBA.
2. Phillips shall advance vertically one step each school year, if step advancement is available in any given contract year per the CBA.
3. Phillips has provided the District with a copy of his acceptance letter into the doctoral program at West Chester University.
4. Phillips must complete the doctoral program no later than June 30, 2024 to begin moving columns from left to right as detailed in paragraph one.
5. Phillips shall move columns until he reaches the NBC column (three columns total) as detailed in paragraph one which may continue past the

June 30, 2024 deadline to achieve his doctoral degree. Regardless of the timeframe of this MOU once Phillips begins to move on the salary schedule, he is permitted to advance to the NBC column.

6. If Phillips does not achieve a doctoral degree by June 30, 2024, he will not be eligible to move columns as define above in paragraph one. He will have to obtain a second Masters' degree, then a second Master's degree plus thirty graduate credits and/or National Board Certification in order to move from left to right on the salary schedule from his current placement on the Master's degree column.
7. This MOU shall be effective July 1, 2021 and shall remain in effect June 30, 2024.
8. This MOU shall not alter the terms of the CBA except as expressly stated herein.
9. All other terms of the CBA shall remain in full force and effect.
10. Any violation of this MOU will be subject to arbitration pursuant to the grievance-arbitration provisions of the CBA.
11. This MOU is entered into on a non-precedent setting basis and shall not constitute or be used as evidence of any "past practice" or as evidence that the District or RTMEA violated any agreement, contract, rule, regulation, or law.

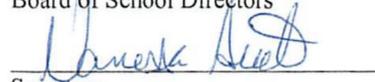
IN WITNESS WHEREOF, the parties hereto have duly executed this Memorandum on the date set forth herein.



President
Rose Tree Media Education Association



President
Rose Tree Media School District
Board of School Directors



Secretary
Rose Tree Media School District
Board of School Directors

Date: February 24, 2022

Date: February 24, 2022