

COLLECTIVE BARGAINING AGREEMENT JULY 1, 2020– JUNE 30, 2023
BETWEEN
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
and the
TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION

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COLLECTIVE BARGAINING AGREEMENT
JULY 1, 2020- JUNE 30, 2023
BETWEEN
TREDYFFRIN/EASTTOWN SCHOOL DISTRICT
and the
TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION

SECTION 1

1.01 RECOGNITION

TREDYFFRIN/EASTTOWN EDUCATION ASSOCIATION (hereinafter called the “Bargaining Agent”), is hereby recognized under this Collective Bargaining Agreement (hereinafter called the “Agreement”) by **TREDYFFRIN/EASTTOWN SCHOOL DISTRICT** (hereinafter called the “Employer”), as the Bargaining Agent for all full-time teachers, part-time teachers, long-term substitutes, guidance counselors, certified school nurses, health room nurses, media specialists, and home and school visitor(s), (hereinafter called the “Bargaining Unit”), and for the Employees properly included in the Bargaining Unit under the conditions of Pennsylvania Law Act 195 and Act 88 providing for collective bargaining for public employees (collectively hereinafter called the “Employees”).

Part-time Employees are those Bargaining Unit members who work less than a full daily or weekly schedule. A long-term substitute is a Bargaining Unit member who is hired to fill a temporary vacancy for a period in excess of 45 days.

Both parties agree that this Agreement sets forth the terms and conditions to which each party agrees to be bound, and that this Agreement has been reached voluntarily without undue or unlawful coercion or force by either party.

1.02 TERM OF AGREEMENT

The term of this Agreement shall begin July 1, 2020 and shall continue in full force and effect until June 30, 2023, or until such later date as the two parties may hereinafter agree is to be the extended termination date. Any such extended termination date shall be evidenced by an amendment to this Agreement to which amendment both parties shall signify their approval by affixing their signatures.

1.03 DEFINITIONS

For the purposes of this Agreement, the following words and phrases shall have the meanings set forth below, unless the context indicates otherwise:

“Agreement” or “this Agreement” means this Collective Bargaining Agreement.

“Association Representative” means a representative of the Tredyffrin/Easttown Education Association.

“Association” or “Bargaining agent” means the Tredyffrin/Easttown Education Association.

“Certified School Nurse” means an Employee appointed by the Employer to the position of Certified School Nurse.

“Contract Year” means the twelve-month period beginning July 1 of each year during the term of this Agreement or any extension thereof.

“District Service” means continuous service as a temporary professional, and as a professional Employee in Tredyffrin/Easttown School District; or prior to July 1, 1970, in either Tredyffrin Township School District, Easttown Township School District or Paoli Area High School System.

“Employer” means the Tredyffrin/Easttown School District.

“Long-term Substitute” - a member of the Bargaining Unit who is hired to fill a temporary vacancy for a period that exceeds 45 days.

“Professional Employee” - a member of the Bargaining Unit as defined in the School Code or according to Act 195, as follows: any Employee whose work: (i) is predominately intellectual and varied in character; (ii) requires consistent exercise of discretion and judgment; (iii) requires knowledge of an advanced nature in the field of science or learning customarily acquired by specialized study in an institution of higher learning or its equivalent; and (iv) is of such character that the output or result accomplished cannot be standardized in relation to a given period of time.”

“Salary” means the annual compensation of an Employee based upon the then prevailing basic work-year for teachers, excluding compensation for other additional responsibilities or services beyond the basic work-year, as set out in the Salary Schedule.

“Temporary Professional Employee” - a member of the Bargaining Unit as defined in the School Code.

1.04 NO STRIKE - NO LOCKOUT PROVISION

Both parties agree faithfully to abide by the provisions of Pennsylvania Public Employee Relations Act 195 and Act 88.

As a condition of the various provisions of this Agreement to which the parties have agreed, the Bargaining Agent pledges that members of the Bargaining Unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this Agreement, and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement.

1.05 WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Section 2 attached to and made part of this Agreement and that the schedule of wages and salaries set forth in Appendix A (Professional Employee Salary Schedule) and Appendix B (Health Room Nurses Hourly Wages, Holiday Pay, and Field Trip Compensation) set forth herein shall remain in force for the term of this Agreement.

If the term of this Agreement shall be extended as provided in Section 1.02 above, and if mutually agreed upon changes result as a condition of such an extension, then a revised Agreement shall be executed by the parties.

1.06 OTHER EMPLOYEE BENEFITS

The parties agree that other Employee benefits to be provided under this Agreement are accurately reflected in Section 3 attached to and made part of this Agreement.

Any change in other Employee benefits to which the parties may agree (conditioned upon a change in the term of this Agreement, as provided in Section 1.02) shall be evidenced by a revised Section 3 which shall be executed by the parties and attached to and made part of this Agreement.

1.07 HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be effected by this Agreement are accurately reflected in Section 4 attached to and made part of this Agreement.

Changes in hours of work or other conditions of employment to which the parties may agree (conditioned upon a change in the term of this Agreement as provided in Section 1.02) shall be evidenced by a revised Agreement which shall be executed by the parties.

1.08 GRIEVANCE PROCEDURE

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Section 5 attached to and made a part of this Agreement.

1.09 JOB SECURITY

1.091 Seniority

During the term of this Agreement, seniority shall be the total number of years of continuous service with Employer as an Employee commencing on the date of approval by the Tredyffrin/Easttown School Board (hereinafter the "Board") and shall continue during Board approved leaves of absence and while an Employee is on furlough (professional only). For job security purposes only, the Employees who are employed to work less than the full work

day/week/month/year shall be credited with seniority proportionately. Long-term substitute service does not apply toward district seniority under this Section 1.09.

On or before February 15 of each school year, the Employer shall publish and provide for each Administrator and the President of the Bargaining Agent, a seniority list of all temporary professional and professional members of the Bargaining Unit, including all areas of certification that have been filed with the personnel office. Any discrepancy noted by the individual teacher should be documented and reported to the personnel office within thirty (30) days of the date the list is published. It is the responsibility of the individual Employee to have furnished a copy of certification within thirty (30) days of hiring and within thirty (30) days of receiving any new or deleted area(s) of certification.

1.091a The Employer shall develop a seniority list specifically for the Health Room Nurses. Should a Health Room Nurse apply for, and receive appointment to, a position of Certified School Nurse, seniority accumulated as a Health Room Nurse shall not be transferable, but shall not be lost. Said Employee shall also remain on the Health Room Nurses Seniority List maintaining all seniority accrued and shall accrue seniority on the Certified School Nurse List.

1.092 Certification Removal

Annually, between October 1 and December 31, any holder of a Pennsylvania certificate may request the Department of Education to grant the removal of any area for which the certificate is endorsed if the applicant has not taught in the area for which deletion is sought within the previous ten years. During this period, the Employer will facilitate the removal of areas of certification from the Employee's certificate when requested. A moratorium for requesting certification deletions shall exist from January 1 through September 30 of each year to allow the Employer the opportunity to plan for the assignment of the certified staff in the ensuing school year.

Section 1.092 does not apply to Health Room Nurses.

1.093 Reduction in Staff

1. If any professional staff is reduced, any resulting furlough shall occur based upon the methodologies specified in Section 11-1125.1 of the Public School Code of 1949, as amended. This paragraph shall not apply to Health Room Nurses who are not "professional employees" within the meaning of Section 11-1125.1 of the Public School Code of 1949 as amended.

2. If any Health Room Nurse staff not subject to paragraph 1 is furloughed, any resulting furlough shall occur in inverse order of seniority. Where two or more Employees have the same seniority, the Employee being furloughed will be the last Employee to be hired. If two or more Employees were hired on the same day and have the same seniority, the Employee to be furloughed will be determined by drawing straws.

3. All furloughs shall be effected on the day following the last work day of the contract year. The Employer shall not be required to implement realignment between August 1 and the last working day of the contract year.

4. All Employee benefits will be provided by the Employer through August 31 following the date of the Employee's furlough.

Section 1.0931 does not apply to Health Room Nurses

1.094 Transfers

1. If an Employee is involuntarily transferred from one school to another, within the same area of certification, for a semester or more, that Employee shall be offered one (1) day at his/her per diem rate to adjust to the new assignment. The day shall be mutually agreeable to Employer and Employee.

2. Employees who are involuntarily transferred/realigned for a semester or more, from one area of certification to another area of certification, under which the Employee has no previous experience shall be offered three days at his/her per diem rate to adjust to the new assignment, and that if an Employee is involuntarily transferred from one school to another, for one semester or more, from one area of certification to another area of certification but within an area of certification under which the Employee has previous experience, that Employee shall be offered one day at his/her per diem rate to adjust to the new assignment.

3. If an elementary level Employee is involuntarily transferred/realigned from one grade level to another, for a semester or more, that Employee shall be offered one (1) day at his/her per diem rate to meet with a facilitator, or other team member as determined by the building principal.

Section 1.094 does not apply to Health Room Nurses.

1.095 Recall From Furlough

1. When vacancies occur, furloughed Employees will be recalled for positions for which they are certified in inverse order of furlough.

1a. When vacancies occur, furloughed Employees will be recalled for positions for which they are qualified (Health Room Nurses) in inverse order of their furlough.

2. If an Employee is recalled to a different school, but within the same area of certification, that Employee shall be offered one (1) day at his/her per diem rate to adjust to the new assignment. The day shall be mutually agreeable to Employer and Employee.

3. If an Employee is recalled to an area of certification different from the one in which he/she was teaching when furloughed that Employee shall be offered three (3) days at his/her per diem rate to adjust to the new assignment. The days shall be mutually agreeable to Employer and Employee. Section 1.095 does not apply to Health Room Nurses.

4. Each furloughed Employee shall be given the opportunity to fill a vacancy caused by resignation or Board approved leave and receive the same benefits currently being received by Employees. A furloughed Employee who is enrolled in college may choose, without loss of recall rights, to delay his or her recall to the end of the college semester. Furloughed Employees offered a position created by a temporary vacancy (Board approved leave) may refuse such position without loss of recall rights.

1.096 Demotions

1. For purposes of this Section, "demotion" means a reduction in the number of hours per day or days per year assigned to an Employee in the Bargaining Unit for a regular (non-extra duty) position.

2. Prior to the Employer involuntarily demoting any Employee for non-disciplinary reasons, Employer and Bargaining Agent shall meet and discuss options relating to such proposed demotions and alternatives that may exist prior to implementation.

1.10 WAIVERS

The parties agree that all negotiable items have been discussed during negotiations leading to this Agreement, and no additional negotiations on this Agreement will be conducted on any item whether contained herein or not, during the life of this Agreement, unless agreed to in writing by both parties.

1.11 MAINTENANCE OF MEMBERSHIP

It is mutually agreed that Employees within the Bargaining Unit who have joined the Bargaining Unit or who join the Bargaining Unit during the term of this Agreement shall remain members for the duration of this Agreement, provided, however, that any such persons within the Bargaining Unit may resign from the Bargaining Unit during a period of fifteen (15) days prior to the expiration of this Agreement. If an Employee terminates his or her employment after he or she enrolls in payroll deduction plan but before the final deduction, the entire amount of the dues will be deducted from his or her final check. Any such deduction shall only be made if the Employer has received written authorization from the Employee to do so at the time payroll deduction is first authorized.

1.12 SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to Law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect if, during the term of this Agreement, a provision once declared invalid shall be deemed valid or partially valid, then the provision as originally embodied in this Agreement shall be restored in full force and effect to the extent of its validity under the then current law and/or administrative regulations of the State and Federal Government.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and attested their respective seals to be affixed this 25th Day of November, 2019.

TREDYFFRIN/EASTTOWN
SCHOOL DISTRICT

TREDYFFRIN/EASTTOWN
EDUCATION ASSOCIATION

By: _____
President

By: _____
President

By: _____
Vice-President

By: _____
Vice-President

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

ATTEST:

ATTEST:

By: _____
Board Member

By: _____
Committee Member

SECTION 2 SALARIES AND WAGES

2.01 SALARY

2.011 Salary - Initial Placement

The salary for Employees first employed (no prior professional teaching experience) shall be at Step 1 of the agreed Salary Schedule.

For Employees hired on or after the effective date of this contract, placement on the salary schedule will be at the step reflecting their education level and years of teaching experience, capped at Step 8. This cap may be waived at the discretion of the Employer.

For all new hires to the District, no Master's Equivalency (MEQ) will be recognized as a Master's Degree on the Salary Schedule.

Section 2.011 does not apply to Health Room Nurses.

2.012 Salary - Long-term Substitutes

2.012a Certified Professional Positions:

Substitutes who work twenty-one (21) consecutive school days or more for the same Employee shall be in the Bargaining Unit and shall receive two (2) times the prevailing per diem substitute rate capped at the per diem rate of salary level one, step one. When said substitute works in excess of forty-five (45) consecutive days in the same position the said substitute shall receive pay consistent with teaching experience and degree status in accordance with the Salary Schedule set forth herein.

No more than seven (7) years of comparable teaching experience (No more than ten (10) years of comparable experience for those long-term substitutes who have worked the equivalent of a minimum of one hundred twenty-five (125) days in each of three (3) years as long as the long-term substitute is replacing the same Employee for that contract year) shall be considered for salary computation during each year of this Agreement.

Except as required by law, only long-term substitutes (.6 or greater) who are hired to work under contract for a full year shall receive individual and family health care benefits as described in the Agreement with the exception of the following which will not be provided: the salary continuance program; i.e., long-term disability and life insurance. Long-term substitutes who were employed a full school year during the preceding year and continue his/her employment for the following semester(s) shall receive individual and family coverage. Semester long-term substitutes who do not otherwise qualify for benefits may pay for individual and family coverage at the Employee's expense.

2.012b Health Room Nurses' Positions

For days 1 to 45, a long-term substitute shall be paid the substitute nurse rate, and for days 46 and beyond, the long-term substitute shall receive the regular hourly rate for Health Room Nurses and benefits, if applicable, in accordance with Section 3.

2.013 Salary Progression

Through the end of the contract, the salary of Employees will be determined by placing them on the Salary Schedule as agreed to by Employer and Bargaining Agent as set forth herein.

Effective July 1, 2020 and consistent with District practice, current Employees except those at maximum will move one (1) vertical step on the Salary Schedule. Each Employee is limited to one column movement per year subject to Section 2.025.

Effective July 1, 2021 and consistent with District practice, current Employees except those at maximum will move one (1) vertical step on the Salary Schedule. Each Employee is limited to one column movement per year subject to Section 2.025.

Effective July 1, 2022 and consistent with District practice, current Employees except those at maximum will move one (1) vertical step on the Salary Schedule. Each Employee is limited to one column movement per year subject to Section 2.025.

For all Employees hired prior to July 1, 1995, no Master's Equivalency achieved after January 1, 1997, will be recognized as a Master's Degree on the Salary Schedule.

Unless specifically mentioned in this Section, Section 2.013 does not apply to Health Room Nurses.

2.014 Communication of Salary Schedule

The Association President or designee will be provided an electronic matrix of staff listing date of hire, name of hire, column, step, and salary. This will be provided no later than October 15th of each school year. As hires are approved by the Board, the Association President or designee will be notified.

2.02 ADVANCED STUDIES ASSISTANCE

2.021 Written Approval

Prior written approval by the designated District Administrator for advanced study assistance is required for reimbursement, as stipulated in this section. Upon proper proof of completion of a course submitted within 30 calendar days from receipt of a grade, the following reimbursement schedule shall apply:

Grade of A or equivalent	80% of Tuition Costs - capped at the highest per credit cost of \$1,024 per credit (\$3,072) for 3 credits.
Grade of B or equivalent	75% of Tuition Costs - capped at the highest per credit cost of \$1,024 per credit (\$3,072) for 3 credits

Grade of C or equivalent	No reimbursement and no horizontal movement on the salary schedule
Grade of D or equivalent	No reimbursement and no horizontal movement on the salary schedule

In a course that is designed and only offered on a Pass/Fail basis, a pass will be considered an A.

An Employee who leaves the District due to resignation or retirement prior to completion of one calendar year after completion of a course(s) shall be required to reimburse the District for 100% of the tuition paid by the District. Exceptions to this may be approved by the District Superintendent.

The Superintendent or his/her designee has the right of approval for all courses taken in anticipation of tuition reimbursement and whether or not that right has been fully utilized in the past, the parties are on notice that it will be in the future. It is understood that such approval shall not be denied without good cause.

2.022 Tuition Reimbursement

In each year of the contract, a pool of \$250,000 per year will be available to Employees for tuition assistance per Sections 2.021 and 2.025 on a first-come, first-served basis for courses completed during that year.

2.023 Responsibility for Reimbursement

Responsibility for requesting written course approval from the designated District Administrator and providing evidence of credit shall rest with the Employee. Reimbursement is contingent upon receipt of an official transcript and tuition cost statement by the personnel office verifying degree and credit status.

2.024 Health Room Nurses

Health Room Nurses are eligible for tuition reimbursement as described in Section 2.021. However, this tuition reimbursement for Health Room Nurses is not subject to the tuition pool in Section 2.022. Course work must have prior approval by the designated District Administrator. The course work or continuing educational course work must be relevant to the Employee's job responsibilities and benefit the School District.

2.025 Salary Adjustment

In each year of the contract, Professional and Temporary Professional Employees who provide the Director of Personnel with an official transcript of the conferment of an advanced degree (Masters or Doctorate) or attainment of advanced graduate study (Masters+15, Masters +30, Masters +45 or Masters +60) will receive a level change and corresponding salary adjustment in accordance with the salary schedule set forth herein, subject to a cap of \$275,000 per year. Up to \$35,000 of unspent money from this 2019-20 educational attainment pool shall carry over to the 2020-21 school year. Any unspent money from the 2020-21 educational attainment pool shall carry over to the 2021-22 school year. Any unspent money from the 2021-

22 educational attainment pool shall carry over to the 2022-23 school year. Any unspent money from this educational attainment pool at the end of the 2022-23 school year shall not carry over to any subsequent school year. All District approved coursework to be eligible for advancement must have been taken since the last level change determination.

For each Employee who submits the required documentation for salary adjustment to the Director of Personnel, the salary adjustment for that year will take effect on the next available pay date. A schedule for the submission deadlines for each pay date will be posted on the District intranet. The full amount of the increase on an annualized basis will be deducted from the pool of funds available during the year in which the first payment is made to the Employee.

During the term of this contract, those Employees on steps 1 through 5 of the salary schedule shall not be subject to the above column movement cap limitations.

2.026 Course Work

Employees embarking upon course work leading to a salary adjustment, or an advanced degree as set forth in Section 2.025, shall apply for approval of an advanced degree program or Pennsylvania Department of Education (PDE) certification or endorsement program (collectively “the Course Work Program”).

Although the course work must be part of a program leading to an advanced degree or a PDE certification or endorsement, Employees shall not be required to ultimately obtain the advanced degree or the PDE certification. The Course Work Program shall relate to the Employee’s current or possible future position and/or new certification or endorsement and/or degree, which must be of benefit to the Employer.

The Employer shall review the Course Work Program to determine whether the Course Work Program relates to the Employee’s current or possible future position and/or certification or prospective certification and/or degree which must be of benefit to the Employer and to ensure that the Course Work Program meets the standard of course rigor in effect through past practice as of October 28, 2019.

If the Employer determines that the Employee's Course Work Program of study does not conform to the aforementioned requirements, the Employer shall concurrently notify the Employee and the Association within 15 work days (unless a longer period is mutually agreed to) of the receipt of the application by the District administrator designated by the Superintendent and shall provide at least two alternatives to the Employee that will satisfy the requirements for salary advancement and tuition reimbursement. If approved, the Course Work Program will be added to the Presumptively Valid List.

The District shall maintain a list of programs which are considered presumptively valid, subject to determination by the District that the Program relates to the Employee’s current or possible future position and or certification or prospective certification. The District shall publish this list to Employees and the Association. The District and the Association have mutually developed and agreed upon an initial list of programs which are considered to be presumptively valid (the “September 2019 Presumptively Valid List” attached hereto as Appendix G). In addition, all full certification programs granted by degree-granting universities and colleges, as approved by PDE, shall be considered presumptively valid, subject to determination by the District that the prospective certification is of benefit to the Employer and meets the standard of course rigor in effect through past practice as of October 28, 2019. PDE approved endorsements

are not considered presumptively valid but will be considered for approval on a program-by-program basis, except for those endorsements on the Presumptively Valid List.

The District reserves the right to reconsider its approval of a program from time-to-time and, upon notification to the Association, remove a program from the list of presumptively valid programs, including programs approved by PDE.

Once a Course Work Program is approved by the District for an Employee, even if the program is subsequently removed from the approved program list, all courses within that Program will be accepted for horizontal movement and/or tuition reimbursement for that Employee only subject to the column movement and tuition reimbursement caps set forth in Section 2.025 of this Collective Bargaining Agreement and to sufficient verification by the Employee that the course is actually part of an approved program.

The District shall not deny the approval of a supervisory or administrative certificate program to an Employee on the basis of relevancy.

Courses that are not part of a preapproved Course Work Program will not be eligible for horizontal movement, except as set forth herein, or for tuition reimbursement after October 28, 2019. Effective with the beginning of the second semester of the 2019-2020 school year courses that have been completed prior to the approval of the Course Work Program shall not count toward horizontal movement or tuition reimbursement. In other words, courses taken without prior approval of the District shall not count toward horizontal movement or tuition reimbursement. There shall be no time limitation for requests for horizontal movement which include courses preapproved prior to October 28, 2019, which were not part of a Course Work Program.

To be eligible for reimbursement or column movement, course credits must be affiliated with a degree granting college or university. The Employer will reimburse Employees for graduate online courses that are part of a preapproved Course Work Program subject to the same conditions as traditional courses. Such online course(s) will also count toward salary advancement. There shall be no restriction on the number of online credits an Employee may take for horizontal credit or tuition reimbursement. No credit from virtual institutions such as the University of Phoenix will be permitted.

Eligibility for course work, educational attainment, and/or reimbursement shall be subject to the provisions in this Collective Bargaining Agreement, including but not limited to any limitations on column movement or tuition reimbursement caps.

The maximum number of credits eligible for reimbursement is fifteen (15) credits in a contract year.

For Health Room Nurses, see sections 2.021 and 2.024.

2.03 HOMEBOUND INSTRUCTION

The Employer shall remunerate members of the Bargaining Unit called upon to provide homebound instruction during the term of this Agreement at no less than \$55.00 per hour.

The Employee shall provide the Building Principal with a biweekly program report on the achievement of the homebound student being tutored.

Section 2.03 does not apply to Health Room Nurses.

2.04 MILEAGE REIMBURSEMENT

Members of the Bargaining Unit will be reimbursed at the current allowable IRS per mile rate for use of their personal car for school directed business so long as proper written advanced authorization has been given by persons authorized by the Superintendent. The current available IRS per mile rate is posted on the TESD Intranet located at www.tesd.net.

2.05 PAYROLL DEDUCTION

The Employer agrees, upon receipt of an Employee's written authorization, to provide payroll deductions for PSERS retirement credit purchases, local earned income taxes, short term income protection insurance, Keystone Federal Credit Union, FLITE, T & E CARE, PACE (Political Action Committee for Education), United Way, Board approved tax sheltered annuities and investment plans as established in Section 403(b) and/or 403(b) (7) and/or 457 (b) of the Internal Revenue Code, and/or HSA contributions of the Employee. The Employer shall select the carrier(s) to be used for the above purposes from time to time.

2.06 INSTRUCTIONAL TEAM FACILITATORS AND DEPARTMENT CHAIRPERSONS: COMPENSATION

The Employer in its sole discretion shall decide whether or not team facilitators and/or department chairpersons shall be appointed to serve for the Employer. In the event team facilitators or department chairpersons are currently approved by the Employer, those appointments may, at the discretion of the Employer, be terminated, modified or renewed at any time during the contract term. In the event team facilitators or department chairpersons are appointed, or if there are existing appointments and those appointments are continued, then the additional compensation for the team facilitators and/ or department chairpersons shall be as follows through the term of this Agreement.

The Employer shall provide additional compensation of \$4,555 for a full year's service as a facilitator or High School Department Chairperson.

The Employer or its designated representative shall evaluate annually the performance of each team facilitator and department chairperson, and its evaluation shall be final and not grievable or subject to the grievance procedure in Section 5.

It is the intent of this provision of the Agreement to have the parties thereto bargain solely for the compensation to be paid team facilitators and department chairpersons provided such facilitators and chairpersons are appointed by the Employer and continued as such from time to

time throughout the term of this Agreement. The policy establishing team facilitators and department chairpersons and the performance evaluations that are conducted in regard to same, are to remain within the sole discretion of the Employer.

If any change, addition, or consolidation of these positions occurs during the term of the Agreement, the compensation for such positions will be agreed to in writing by both parties.

Section 2.06 does not apply to Health Room Nurses.

2.07 REIMBURSEMENT FOR UNUSED SICK DAYS

The Employer agrees to reimburse Employees who retire under the provisions of the Public School Employees' Retirement System, so long as the Employee provides the District 90 calendar days' notice of retirement. This requirement will not apply if the retirement is a disability retirement. The reimbursement will be at one-third of the Employee's full-time per diem rate per unused sick day up to a maximum of one hundred thirty-five (135) days.

The Employer shall contribute this reimbursement as a nonelective contribution to the Employee's tax sheltered annuity 403(b) plan and 457(b) plan as permitted by law.

2.071 For Health Room Nurses, the Employer agrees to remunerate full and part-time members of the Bargaining Unit who retire under the provisions of the Public School Employee's Retirement Code for unused sick leave days at the rate of 1/3 of their per diem rate, but not less than \$50, up to a maximum of one hundred thirty-five (135) days.

2.08 PAY PERIODS

The Employer will pay the Employee 1/26 of his or her salary for each of the first twenty (20) pay dates, with the balance to be paid on the 21st pay date. All Employees will be paid through direct deposit to the Employee's designated financial institution. Forms will be available from the District should an Employee wish to change the designated financial institution to which deposits are made. Vouchers will be emailed to Employees electronically for each pay.

The Employer will begin the pay year in September, guaranteeing two bi-weekly pays in the first month. By the first teacher day of the school year, the Employer will publish and distribute a list of the scheduled Employee bi-weekly pay dates. This pay schedule will be followed by the District unless unforeseen events or circumstances require temporary modifications. In such an event, advance notice will be given to the Bargaining Unit, and when possible, every effort will be made to move the pay date to an earlier date.

2.09 WORKSHOP PAY

The Employer in its sole discretion shall decide whether or not to hold workshops and determine the length of a workshop day. Each workshop shall be scheduled for a minimum of three (3) hours at a rate of \$40.00 per hour. The Employee shall be paid for the pre-established number of hours as posted in the workshop listings material. See Section 2.091 for Health Room Nurse rates.

2.091 For Health Room Nurses, the Employer will pay the Employee's regular hourly rate for participating in District sponsored and/or approved workshop programs. In addition, the Employer will pay an additional \$5.00 per hour for presentation of a District sponsored and/or approved workshop program.

2.10 MENTOR PROGRAM

The Employer agrees to pay participating Bargaining Unit members \$1,472 for a full year's service as a support teacher in the Induction Program or as a mentor for District initiatives.

Any Employee transferred to a new team, grade level, course assignment or area of certification may request that he/she participate in the induction plan. The final decision will be made by the Superintendent of Schools or his/her designee after consultation with the Employee making the request.

Section 2.10 does not apply to Health Room Nurses.

SECTION 3 OTHER EMPLOYEE BENEFITS

3.01 MEDICAL INSURANCE

A. Except as required by law, the Employer agrees to provide to all full-time Employees (.6 or greater) the choice of one of the following health care plans:

1. Blue Cross Personal Choice C4-F4-02 core health plan or its substantial equivalent, which may include self-insurance as set forth below; or
2. Blue Cross Personal Choice C3-F3-02 health plan or its substantial equivalent, which may include self-insurance as set forth below; or
3. Blue Cross Personal Choice C2-F2-02 health plan or its substantial equivalent, which may include self-insurance as set forth below; or
4. Blue Cross HD-HC \$1,500/\$3,000 plan, coupled with a \$825/\$1,650 Employer contribution to an HSA Plan. If an Employee is hired during the first or second quarter of the deductible period, a full contribution to the HSA will be made. However, if an Employee is hired in the last half of the deductible period, a prorated contribution to the HSA will be made. Employer reserves the right to self-insure this program;
 - a. Employer will pay the monthly administrative HSA fee imposed by the carrier.
 - b. If at any time an Employee enrolled under the Blue Cross HD-HC plan becomes ineligible to have an HSA, it will be the responsibility of the Employee to notify the Employer's office of such change. The Employee will be permitted to change to a non-qualified plan effective for the first of the next month following the notification. There can be no retroactive

enrollment and the Employee will have to begin a new deductible under the respective plan chosen.

- c. The Blue Cross HD-HC plan and Health Savings Account shall be governed by the requirements of the Internal Revenue Service as set forth under Title 26, U.S. Code Section 223, as it may be amended from time to time.
- d. Employer contributions will be deposited on the first banking day of the effective month; with the actual deposit posted to the Employee's account within 7-10 business days due to the banking system's processes. The annual Employer contribution for future years will also follow this schedule.
- e. Employee voluntary payroll contributions will be permitted on a schedule to be determined by the parties.
- f. If and when the IRS changes the minimum deductible that would exceed \$1,500/\$3,000, the new deductible will commence on the first day of the next plan year or as set forth by the IRS.
- g. If an Employee has a status change that affects the coverage level from single to family, then the Employee will receive a proration of the additional Employer contribution dependent upon the date of the change.
- h. If the status change occurs during either the first or second quarter following the beginning of the plan year, the Employee will receive the additional monies to equal a family Employer contribution. For example, in the first year of the Collective Bargaining Agreement, the Employee who has a status change in the referenced time period from single to family would receive an additional \$825.00.
- i. If the status change occurs during either the third or fourth quarter following the beginning of the plan year, the Employee will receive 50% of the additional monies to equal the family Employer contribution. For example, in the first year of the Collective Bargaining Agreement, the Employee who has a status change in the referenced time period from single to family would receive an additional \$413.00.
- j. The deposit into the HSA by the Employer will be made on the next payroll for which the Employee voluntary contributions are being processed to the extent there is sufficient time to do so.

5. The prescription plan will be \$12/\$35/\$50 with prescription copays of \$12 for generic, \$35 for brand-name, and \$50 for non-preferred brand name with a 5% copay for specialty drugs up to an annual maximum of \$2,500 for individual coverage and \$5,000 for family coverage.

6. The Employer will pay 89% of the premiums for Employee and dependent coverage for full-time Employees who elect the Blue Cross Personal Choice C4-F4-02 plan and the Employer will pay 11% of the premium.

7. The Employer will pay 87% of the premiums for Employee and dependent coverage for full-time Employees who elect the Blue Cross Personal Choice C3-F3-02 plan and the Employer will pay 13% of the premium.

8. The Employer will pay 84% of the premiums for Employee and dependent coverage for full-time Employees who elect the Blue Cross Personal Choice C2-F2-02 plan and the Employer will pay 16% of the premium.

9. The Employer will pay 95% of the premiums for Employee and dependent coverage for full-time Employees who elect the Blue Cross HD-HC \$1500/\$3000 plan and the Employer will pay 5% of the premium.

10. The Employer will pay 92% of the premiums for Employee and dependent prescription coverage for full-time Employees who elect District health care coverage and the Employer will pay 8% of the premium for prescription coverage.

For the purpose of dependent health care coverage, “eligible dependents” shall mean as follows:

- a. An Employee’s spouse under a legally valid existing marriage.
- b. An Employee’s unmarried child who is continuously financially supported by the Employee, or whose coverage is the responsibility of the Employee under the terms of a release or court order (including any stepchild or legally adopted child or child pending formal adoption). Dependents shall be covered in accordance with federal law.
- c. As defined by the Internal Revenue Service (IRS) guidelines (subject to underwriting approval).
- d. The District shall cover same-sex domestic partners for all health benefit insurance programs, subject to the requirements of the insurance providers. In order for same sex domestic partners to receive benefits pursuant to this Agreement, such same-sex domestic partners must establish their relationship based upon a set of criteria developed by the District. In the event a court or administrative agency were to rule that failure to provide heterosexual domestic partners for health benefit insurance as described in this Agreement would be deemed illegal or contrary to law for any reason, the District would have the option of imposing a provision requiring that unmarried heterosexual couples, as well as same-sex domestic partners, would pay 95% of the premium costs for such health benefit programs.

The Employer agrees to provide all eligible Employees current health benefits information describing the specifics of the medical insurance program in electronic form as soon as it is available from the carrier.

The Employer shall have the right to change the carrier to be used from time to time.

In the event that the District expects its health plan costs for any health care plan provided under this Agreement to exceed excise tax thresholds in any year in which it is effective, or to exceed the threshold(s) associated with any other negative tax consequence related to health insurance benefits which is not in effect as of the date of this agreement, or in the event that future legislation mandates changes to the cost, eligibility rules or type or level of benefits of the health plans listed above, the parties will follow the following procedures:

- a. No later than January 1 of the calendar year during which changes would need to be made in order to avoid excise, other negative tax consequences or to comply with other legislatively-mandated changes, the District will notify the Association that it expects the costs of the health plan(s) to exceed the excise or other tax threshold(s), or that other changes must be made to comply with the law, and will provide the Association with all relevant information supporting the District's expectation, including premium renewals and all assumptions used in calculating premium or premium equivalent.
- b. The parties will meet to attempt to reach agreement as to the minimum changes necessary to avoid the excise or other tax threshold, or to comply with legislative mandates.
- c. In the event that the parties cannot reach agreement, they will submit their dispute to an expedited interest arbitration before a tripartite panel, one member selected by the District, one selected by the Association, and the third, neutral member, selected by the two partial arbitrators. If the partial arbitrators cannot agree upon the third arbitrator the parties shall jointly request a list of seven arbitrators from the Pennsylvania Bureau of Mediation and shall determine the third arbitrator by alternately striking names from the list until only one name remains. The District shall make the first strike.
- d. The purpose for the expedited arbitration proceeding will be for the arbitration panel to modify the plan(s), plan design and/or plan carrier(s) in order to make the minimum changes necessary to eliminate the exposure to the excise or other negative tax consequences, or to come into compliance with legislative mandates, with the least disruption possible to the Employees and their dependents. The panel is also authorized to make changes to the compensation provisions of the collective bargaining agreement if, in the panel's sole judgment, such changes are necessary to adequately minimize the impact upon Employees of any changes to the health plan.
- e. The panel's award shall be incorporated into the collective bargaining agreement.

3.011 The Employer agrees to provide to all Health Room Nurses who are authorized to work 25 hours or more per week one of the health care plans.

3.02 GROUP LIFE INSURANCE

The Employer shall provide and pay the premium for group term life insurance of 100% of salary rounded to the next higher \$1,000 with double indemnity clause (accidental death and dismemberment) for each Employee for the term of this Agreement. The Employee shall have the option of purchasing supplementary group insurance at no cost to the District, other than clerical costs associated with payroll deduction, if the carrier is willing to provide such an option.

3.03 GROUP DENTAL CARE INSURANCE

The Employer agrees to provide and pay on behalf of Employees and eligible dependents during the term hereof the premium for a Dental Care Program. The program shall provide for a deductible of \$25 per person (\$75 per family - maximum), with diagnostic and preventive services exempt. The program will include coverage at 75% of the UCR (Usual, Customary and Reasonable) for Prosthetics, Crowns, Inlays, Onlays and periodontics to a maximum of \$2,500 per school year for each eligible Employee.

The Employer agrees to provide and pay during the term of this Agreement an orthodontic rider which provides coverage for Employees and their eligible dependents to age 19. Payment for the benefit will be made at 75% of UCR (Usual, Customary and Reasonable) rates with a lifetime non-renewable maximum of \$2,000. The Employer shall have the right to select the carrier to be used from time to time.

The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of the Group Dental Care Insurance and Orthodontic Rider, as soon as the booklet or addendum is received from the carrier in printed form.

3.04 DISABILITY INSURANCE

The Employer shall provide and pay the premium for long-term disability insurance beginning on the 61st calendar day of absence for each eligible Employee; coverage for this insurance shall be 66 2/3% of the Employee's salary per month for each year of this Agreement.

3.05 VISION CARE

The Employer shall provide and pay the premium for vision care equal to or better than the Blue Cross Davis Vision Plan for eligible Employees and eligible dependents during the terms of the Agreement. The program shall include a \$20.00 deductible per individual per benefit period.

The Employer shall have the right to select the carrier from time to time.

The Employer agrees to provide to the Membership a list of participating doctors.

The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of Blue Cross Davis Vision coverage as soon as the booklet is received from the carrier in printed form.

3.06 DUPLICATE COVERAGE/MEDICAL COVERAGE WITHDRAWAL BONUS

The Employer will allow each Employee and his/her eligible dependents to enroll in only one District Medical Insurance Program in a benefit year. See Section 3.01 for definition of eligible dependent.

Any Employee who has sufficient Medical Insurance from (1) another source outside the District or (2) a family member on District insurance may apply for the Withdrawal Bonus for the year in which he/she does not personally enroll in a District plan because of one of the two options above. In consideration thereof, an Employee will be paid a bonus of \$2,000 for each year not enrolled in a District Medical Insurance Plan.

The annual enrollment shall commence with the start of the fiscal year, July 1. Employees must make their insurance choice annually, prior to this date. In the event an Employee who has “opted out” experiences a change in family status or an emergency, the Employer will require a request in writing for reinstatement to the District Plan, and the Employee will be reinstated (subject to underwriting approval) forfeiting all withdrawal bonus monies for that fiscal year.

3.07 WITHHOLDING DUES

The Employer agrees, upon receipt prior to October 1 (only new Employees on December 1 or March 1) of any year, of an Employee’s signed authorization, to provide over the remaining pay periods, payroll deduction of Tredyffrin/Easttown Education Association, Pennsylvania State Education Association, and National Education Association dues. If a professional Employee terminates his or her employment after he or she enrolls in payroll deduction but before final deduction, the entire amount of the dues will be deducted from his or her final check. Any such deduction shall only be made if the Employer has received written authorization from the Employee to do so at the time payroll deduction is first authorized.

The Bargaining Agent shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments or other forms of liability including legal fees and costs that shall arise out of or by reason of action taken by the Employer in reliance upon documents furnished by the Bargaining Agent to the Employer in complying with, and with regard to performance of, any of the provisions in this Section 3.07.

3.08 SICK DAYS

Employees shall accrue and use sick days in accordance with School Code. The Employer shall not deduct FICA contributions for sick days, except as required by law.

During the term of this Agreement, Employees shall be permitted to use up to six (6) of their accrued, unused sick days per contract year for care of an immediate family member as defined under Section 3.09 of this Agreement.

3.08a For Health Room Nurses, those members scheduled for five (5) days per week shall receive ten (10) sick days per year, cumulative without limitation; for Health Room Nurses working less than five (5) days per week, sick day allocation shall be pro-rated, cumulative

without limitation. Health Room Nurses shall be permitted to use up to six (6) of their accrued, unused sick days per contract year for care of an immediate family member as defined under Section 3.09 of this Agreement.

3.09 BEREAVEMENT LEAVE

Whenever the Employee shall be absent from duty because of a death in the immediate family of said Employee, there shall be no deduction in salary of Employee for an absence not in excess of three (3) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, spouse, parent-in-law, grandchild, son-in-law, daughter-in-law or near relative who resides in the same household or any person with whom the Employee has made his/her home. The Superintendent of Schools or his/her designee may extend the period of paid leave of absence as the circumstances may warrant.

When an Employee is absent due to the death of a near relative, there shall be no deduction in the salary of said Employee for absence on the day of the funeral. A near relative is defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law. The Superintendent of Schools or his/her designee may extend the period of paid leave of absence as circumstances may warrant.

Employer shall notify the President of the Bargaining Agent of Employer's decision.

3.10 PERSONAL DAYS

Each Employee shall be granted two (2) personal days per contract year with pay and, subject to the provisions of this paragraph, three (3) unpaid personal days. Personal leave shall be prorated by full time equivalent (FTE). An Employee who does not use his/her paid personal days during any year of this contract shall have the right to carry over up to three (3) days into the next contract year. The Employee shall be reimbursed up to two (2) days not used during the current contract year nor carried over into the next contract year. The maximum number of paid and unpaid personal days an Employee can take in any contract year shall be five (5). Paid personal leave must be used before unpaid leave becomes available.

Also an Employee shall not be reimbursed for more than two (2) unused and/or carried over paid personal days at the end of any contract year. Employees on a half-year sabbatical receive one (1) paid personal day and their long-term substitutes receive one (1) paid personal day. Employees on a full year sabbatical receive no paid personal days. Their long-term substitutes receive two (2) paid personal days.

A documented request stating the day(s) requested shall be submitted to the building Principal/Supervisor at least three (3) working days prior to the personal day(s).

No more than ten (10%) percent of the Employees but not fewer than two (2) within a work location are eligible during a scheduled work day. Special Area staff will be counted at work location where the individual spends the greatest proportion of the work week.

In case of dire emergency(s), Principal/Supervisor may waive the three-day request requirement and exceed the ten (10%) percent limit within a work location.

3.101 Restricted Leave Day

Employees' use of personal leave on days before or after District holidays and on the first or last student day of the school year will be permissible according to the following parameters:

The day must be requested at least three working days in advance but no sooner than July 1 for the first semester of the school year and January 1 for the second semester of the school year. (Semester shall be defined by the secondary school calendar.)

A maximum of one personal leave day may be requested per year pursuant to these parameters.

The Employee must be present at work on the day before the requested leave day or the day after as the case may be.

No more than five percent (5%) of bargaining unit members, but no fewer than 2 members, may use this day at each school location.

3.11 JURY DUTY/COURT APPEARANCES

An Employee shall be excused from work with pay for jury duty or if subpoenaed for appearance in court concerning matters related to the Employee's duties, provided the matter is not a claim brought by the Employee or the Association against the District.

3.12 CHILD BEARING LEAVE AND CHILD REARING LEAVE OF ABSENCES

The Employer shall approve leaves of absence without pay for child rearing purposes for the duration of the school year, commencing with childbirth or the receipt of a child who has not reached six years of age. The Employee may request a second full year leave of absence for child rearing. The use of the second school year shall be known as "Extended Child Rearing Leave." An Employee may use this "extended child rearing leave option" a maximum of two times within a six year period, and there must be a duration of one full school year of service between applications for extended child rearing leave. This six year time period shall commence with the birth of a child or receipt of a child which leads to the use of extended child rearing leave, and shall end six years from this date.

The Employee shall be required to notify the District in writing at least sixty (60) calendar days in advance of any anticipated leave for child rearing purposes, or for the receipt of a child under six years of age. The Employee shall return to a position in his or her area of certification at the commencement of a school year. The Employee shall give written notice to the Director of Personnel at least sixty (60) calendar days in advance of any change in intended date of return. Exceptions may be made in cases of medical emergency which override ability to provide sixty (60) calendar days' notice.

An Employee taking a leave of absence pursuant to this section shall be entitled to his or her annual increment for any year, provided that Employee is in service in the School District for at least one marking period during the year in which such leave is taken. This marking period shall be defined by the secondary school calendar.

The use of child rearing leave provided herein shall not be interpreted to prevent an Employee from using other leaves provided by this contract or the School Code.

Any Employee who fails to return within fifteen (15) calendar days of the end of this child rearing leave period will receive written notice of the consequences of not returning. The Employee shall be considered to have abandoned his or her contract of employment and to have voluntarily resigned. The only exception to this is the Employee who has been approved by the Employer for a leave of absence other than that contemplated under this section of the Collective Bargaining Agreement.

Medical, prescription, dental, and vision benefits will be provided during this leave period, but only at the Employee's expense. Employees may split the coverage, if permitted by the carrier, and if it is at no cost to the Employer. If the Employee is determined to be disabled pursuant to Section 3.04 above, Employer shall pay premium for the benefits enumerated in this paragraph during such disability. Additionally, during Section 3.04 disability, an Employee may utilize sick leave pursuant to Section 3.08.

The Director of Personnel or his/her designee will explain to Employees wishing to take leaves of absence for childbearing and child rearing or for the receipt of a child under the age of six years that there are two types of leave entitlements.

1. Family Medical Leave under the federal Family Medical Leave Act [FMLA]. The application of FMLA leave will be in accordance with District policy and regulation and the Family Medical Leave Act. Employees who wish to take a leave of absence for childbearing and child rearing or for the adoption of a child will be required to use FMLA leave for that purpose. This leave may run concurrent with other types of available leave.

2. Child Rearing Leave according to the provisions of this section of the TEEA Contract. Unlike FMLA leave, Child Rearing Leave is optional. In other words, an Employee is not required to take Child Rearing Leave for the purpose of childbearing and child rearing or for the adoption of a child.

Employees may request a second full year of child rearing leave under the TEEA Contract subject to the limitations set forth in this section. For example, Employees may request approval for "extended child rearing leave" only two times within a six year period as defined in this section.

It is agreed that the intent of this section of the TEEA Contract is that Employees will return to a position in their area of certification at the commencement of the school year following the school year during which the child rearing leave commenced unless the extended child rearing leave option is selected.

If an Employee on leave is faced with a life altering event which necessitates an earlier than approved date of return from child rearing or extended child rearing leave, the Employee may petition the Board to do so with 60 calendar days written notice prior to the requested return date. Approval of such request is at the sole discretion of the Board, but shall not be unreasonably denied. Exceptions to the 60-day notice requirement may be approved on a case-

by-case basis. In all other circumstances, Employees may return earlier than the approved date of return with 60 calendar days' notice at the beginning of the next semester.

3.13 SABBATICAL LEAVES

Sabbatical leaves of absence for restoration of health and leaves of absence for professional development and classroom occupational exchange (hereinafter referred to as "other compensated leaves") shall be granted in accordance with the provisions of the Public School Code of the Commonwealth of Pennsylvania, Section 5-522.2 as set forth in Appendix C (Classroom Occupation Exchange) and Section 11-1166 as set forth in Appendix D (Persons Entitled), as amended or as may be amended during the term of this contract, and subject to the following guidelines:

1. The Employer reserves the right to specify the conditions under which sabbatical leaves for the restoration of health may be taken consistent with applicable law.
2. The Employer may limit the numbers of sabbatical leaves of absence or other compensated leaves granted in any semester to ten (10) percent of the number of persons eligible for such leave.
3. To be eligible for a sabbatical leave or other compensated leaves, the Employee shall have completed ten (10) years of satisfactory service as a professional Employee in the Public Schools of the Commonwealth and at least five (5) consecutive years of such service shall be with the Employer.
4. Applications for sabbatical leave or other compensated leave shall be submitted on the form provided by the Employer and forwarded with the required documentation to the Superintendent as soon as possible. Except in cases of illness or accident, all applications for sabbatical leave or other compensated leave for the fall semester of the following school year or the full year shall be received in Employer's office by April 15. Similarly, except in cases of illness or accident, all applications for sabbatical leave or other compensated leave for the spring semester of the current school year shall be received in Employer's office by September 15. The Employer may waive this requirement.
5. Except as otherwise permitted by applicable law, sabbatical leaves and other compensated leaves shall only be granted for one (1) school semester; a full school year, two (2) consecutive semesters, or two non-consecutive semesters within two (2) calendar years. In the event an Employee enrolls in a full-year trimester program, calculation of minimum requirements for professional development as set forth in Section 1166.1 of the School Code as set forth in Appendix E (Leaves of Absence for Professional Development) shall be averaged over the year and the Employee shall spread the credits over the trimesters as evenly as possible.
6. During the period of sabbatical leave or other compensated leave, an Employee shall be compensated at one-half the base salary to which the Employee would have been entitled to had the Employee not taken the leave. In addition, the Employee shall be entitled to continuation of insurance benefits during the term of the leave. Upon approval the District shall furnish the Employee a statement of his or her gross salary for the school year in which the leave occurs.

7. Time worked during a split sabbatical or other compensated leave shall count toward the time requirements for subsequent sabbatical leaves or other compensated leaves of absence.

8. Sabbatical leaves or other compensated leaves already granted may not be rescinded by the applicant for the spring semester after the November Board meeting and for the Fall semester after the June Board meeting unless circumstances warrant.

9. A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the Board of School Directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth, for a professional certificate or commission to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the Board of School Directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. The minimum requirements for professional development as set forth in § 1166.1 of the School Code shall apply to Employees requesting a leave for professional development. In addition, the Employee requesting a leave of absence for professional development shall submit to the Board of School Directors a detailed plan describing the professional development activities to be undertaken. The Board of School Directors shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the Employee shall provide to the Board of School Directors satisfactory evidence that the Employee's approved plan for professional development was fully complied with during the leave of absence. If the Employee fails to do so, unless prevented by illness or physical disability, the Employee shall forfeit all benefits to which said leave would have been entitled under the provisions of the School Code for the period of absence for professional development.

Section 3.13 does not apply to Health Room Nurses.

3.14 FAMILY AND MEDICAL LEAVE ACT

The following section of the Collective Bargaining Agreement shall become void should the District enact a policy and regulation containing the provisions defined in Section 3.14. This section of the Collective Bargaining Agreement is valid as long as the District does not have a policy and regulation containing these provisions during the term of this Agreement. This provision shall also be null and void in the event that the Family Medical Leave Act is repealed.

3.141 General Entitlement

The Employer shall comply with the requirements of the Family and Medical Leave Act of 1993 (hereinafter FMLA) and its corresponding regulations, including the following clarifying provisions. Nothing in the Agreement shall be construed to lessen or diminish the rights guaranteed to the Employees under the FMLA. It is further agreed and understood that nothing in the FMLA shall lessen or diminish any rights to leave that are contained elsewhere in the Agreement or are guaranteed by statute, except as specifically provided herein. All definitions within this section shall correspond to those defined in the Act and its regulations.

3.142 Spouses

If both spouses are employed by the District, each Employee shall be individually entitled to all FMLA leave rights.

3.143 Leave Year Calculation Method

The calculation of the leave year (12 month period) shall correlate with the school term for Employees, beginning with the first work day for the term for Employees.

3.144 Paid or Unpaid Leave for FMLA Purposes

Other paid or unpaid leave provided for in this Agreement or by statute shall not be used for FMLA qualifying purposes until the tenth consecutive day of absence. Additionally, such leave will not be retroactive back to the first day of said leave.

SECTION 4 OTHER TERMS AND CONDITIONS OF EMPLOYMENT

4.01 SCHOOL YEAR

The teacher work year during the term of this Contract shall consist of 191 days. One hundred eighty-two (182) of these days will be scheduled as instructional days for students, including a full instructional day for students on the first student day. For teachers returning to the District, the work year shall begin in accordance with the calendar developed by the District's Education Committee after consultation with the Association. It is understood for teachers returning to the District, the teacher work year will begin no earlier than two (2) weeks before Labor Day for each year of this Agreement. In each school year, there will be nine (9) days of professionally related activities allotted as described below. For the entire staff, one (1) work day designated by the District Administration for building opening activities, one (1) work day designated by the District Administration for building closing activities, one (1) full parent conference day scheduled at date and times determined by the District Administration, and six (6) professional development days with scheduled activities to be determined by the District Administration.

The District will schedule Summer Academy during the week prior to the start of the year for returning teachers. Newly hired Employees shall be required to work up to a maximum of five (5) days for the purpose of orientation. Pay for these days shall be at the workshop rate as established in Section 2.09 of this Agreement.

4.011 For Health Room Nurses, scheduling is only by the District as reflected on the District calendar and scheduled by the building principal.

If the Health Room Nurses are scheduled to work/participate in in-service programs or on Conference Days, remuneration shall be at their regular hourly rate.

4.02 SCHOOL DAY

Except on the parent conference days, the Employee scheduled work day shall be a continuous period of seven (7) hours and thirty-five (35) minutes for secondary (5-12) Employees, which is 2,275 minutes per week. For elementary Employees, the work day shall be 2,275 minutes per week. Each Professional Employee shall have a thirty (30) minute duty free lunch each day.

4.021 For Health Room Nurses, the school day shall be consistent with past practice, as scheduled by the building principal.

4.03 PROFESSIONAL IMPROVEMENT

Employer and the Bargaining Agent agree that excellence in education is the primary goal of each party. It is also understood that from time to time a member of the professional staff may be in need of improvement. A Professional Improvement Plan has been mutually developed and is posted on the TESD Intranet located at www.tesd.net, under Regulation 4450 and as set forth in Appendix F herein.

Section 4.03 does not apply to Health Room Nurses.

4.04 CERTIFICATION REQUIRED

No Employee who has failed to achieve permanent certification in the Commonwealth of Pennsylvania by the end of six (6) years of professional service in Pennsylvania may continue professional employment in the District. During the term of the contract all legislative changes pertaining to certification, recertification, or the professional certificate shall be in effect immediately upon enactment as law.

Section 4.04 does not apply to Health Room Nurses.

4.041 For Health Room Nurses, failure to maintain professional license(s) may subject Employee to suspension and/or dismissal.

4.05 UNION BUSINESS

The Bargaining Agent and each union member agree not to conduct union business, nor to hold union meetings, during the work day. The President or designee may be permitted to leave the building with approval of the Superintendent or his/her designee to investigate grievances and problems, to visit other schools, meet with the administration, and to do other association business during reassigned or unassigned time or when internal coverage can be obtained.

The Employer agrees to allow the Bargaining Agent to use school facilities for normal meetings without cost following proper request in accordance with Board policy; the Employer further agrees to allow the Bargaining Agent to use school facilities to conduct one organization business meeting for the purpose of submitting the proposed contract to Employees for ratification.

The Employer agrees to allow the Bargaining Agent thirty (30) paid days for union business during the contract year. The TEEA will reimburse the Employer for the cost of substitutes for the total number of days over twelve (12). If four (4) or more union members will be out for union business on the same day, at least thirty (30) days' notice to the Director of Personnel is required. Additional district days may be used to assist the Employer with Employer/Employee initiatives which may from time to time benefit the Employer and its Employees. These days will be determined at the discretion of the Superintendent of Schools or his/her designee after consultation with the TEEA.

The Association president shall not receive any non-instructional duties.

4.06 COMMITMENT TO ACADEMIC EXCELLENCE

Tredyffrin/Easttown Education Association and the Tredyffrin/Easttown School District agree that the continuation of the high professional and ethical standards that exist in the District is of utmost importance. They further agree that the maintenance of discipline and high academic standards is an important aspect of the Tredyffrin/Easttown School District. Therefore, both the District and the Association will strive for the perpetuation of these practices and standards.

4.07 MANAGEMENT RIGHTS

The Employer will retain the right and responsibility to operate the schools in accordance with all the Commonwealth and federal laws and regulations.

In addition, the Employer has and will continue to retain the sole and exclusive right and responsibility to determine, decide and implement inherent managerial policy (anything to the contrary herein notwithstanding) including, but not necessarily limited to, such areas of discretion or policy as the functions and programs of the Employer, standards of services, overall budget, utilization of technology, organizational structure, and selection and direction of personnel, including the transfer of personnel, subject to the following: (a) no Employee shall be involuntarily transferred without requesting volunteers; (b) if in the sole judgment of the Employer more than one (1) volunteer candidate is qualified, the Employer shall select the most senior Employee volunteer; and (c) if there are no qualified volunteers in the Employer's sole judgment, no involuntarily transferred Employee shall be transferred again within two (2) years of his or her involuntary transfer unless said Employee agrees to this transfer.

4.08 JUST CAUSE

No Employee shall be discharged, suspended, disciplined, or reduced in rank or compensation without just cause. If arbitration occurs, the arbitrator shall determine whether just cause exists and, if so, a remedy which is appropriate to the circumstances and which finds its essence in the Agreement.

4.09 INDIVIDUAL PREPARATION TIME

4.091 Individual Preparation Period

A “preparation period” is defined as the time during the work day when a member of the Bargaining Unit shall be released from instruction or student contact and be free from other responsibilities, including meetings, except for teacher initiated meetings, in order that such time may be used for teacher-directed preparation for instruction.

Each full time Bargaining Unit member shall receive an average of two hundred twenty-five minutes per week of preparation time within a range of two hundred to two hundred fifty minutes per week in any particular week and a minimum of one preparation period per day. Each preparation period shall consist of a minimum of 30-minute blocks of time at each level. Other released time beyond two hundred twenty-five minutes per week may be used at the District’s discretion for additional preparation time and/or non-teaching assignments (NTA).

Preparation time for Bargaining Unit members hired less than full-time shall be prorated.

The parties agree to a joint schedule review process for the purpose of minimizing the scheduling of the preparation period outside the student day. To facilitate the review process, the District will provide the Association with elementary teacher schedules no later than 48 hours before the first teacher work day, to allow the Association to review the schedules and to suggest changes in advance of the first student day. In the event that the District declines to make the suggested changes, it will inform the Association of the reason for its decision.

On any day when an Employee’s preparation period is scheduled outside the student day, the Employee shall not have any Non-Teaching Assignment such as recess duty, dismissal, hall duty or any similar assignment.

4.092 Number of Different Preparations

The Employer will make every effort to minimize the number of different preparations for teaching during a semester.

Section 4.09 does not apply to Health Room Nurses.

4.10 COMMON TEAM PLANNING TIME

Common team planning time will be provided as set forth below. It is understood that the District reserves the right to restructure the program and eliminate or modify common team planning if the team structure is eliminated or modified.

4.101 Elementary Common Team Planning Time

Elementary teachers will be provided at least fifty-four (54) hours of elementary team planning time. The administration shall direct the use of this time.

4.102 Reallocated Elementary Common Team Planning Time

In order to assist with preparation for parent conferences and report cards teachers may use two (2) hours and thirty (30) minutes of common team planning period time corresponding to the three elementary reporting periods. The team planning time reallocation will be scheduled by the building principal.

4.103 Parent Conferences at the Elementary Level

For elementary teachers who have twenty-two (22) or more scheduled conferences for the second elementary marking period, substitute coverage will be provided.

4.104 Reallocated Middle School Common Team Planning Time

In order to assist with middle school parent conferences and assessment, teachers may reallocate a maximum of two hours (2) and thirty (30) minutes each marking period of team planning time. Additionally, there will be preparation time of two (2) hours and thirty (30) minutes during the first and third marking periods for the preparation of mid-quarter progress reports. Any need to deviate from these time allocations will be determined through consultation between the team and the school principal.

4.105 Parent Conferences at the Middle Level

For middle school teachers who have seventeen (17) or more scheduled conferences for the third marking period, substitute coverage will be provided.

Section 4.10 does not apply to Health Room Nurses.

4.11 ITINERANT TEACHING ASSIGNMENTS

The Employer will continue its efforts to reduce the number of professional Employees who are required to move among buildings and across the levels of elementary, middle school and senior high school. Although it is difficult and may not be possible to have each professional Employee work solely in one building and/or level, the Employer will explore educationally sound scheduling techniques that will minimize the sharing of the professional staff across buildings and/or between levels. The professional Employee's traveling time is not part of the scheduled preparation time or lunch.

Section 4.11 does not apply to Health Room Nurses.

4.12 DISTANCE E-LEARNING PROGRAM

The current Distance E-Learning Program will continue to provide opportunities to students with instruction provided by non-bargaining unit sources at the District's discretion subject to the following parameters:

- a. Distance E-Learning courses are intended to provide expanded learning opportunities for students. During the years of the Distance E-Learning Program students will be permitted to schedule up to 1 credit of Distance E-Learning per year per student, as approved by the District. Distance E-Learning classes will not count toward the minimum or the maximum student registration requirements.
- b. There shall be no furloughs, non-disciplinary demotions, or reductions in benefits or hours of any member of the Bargaining Unit as a result of implementation of the Distance E-learning Program.
- c. All opportunities provided to Pennsylvania students that have been approved by the Pennsylvania Department of Education under the Open Campus Initiative pursuant to 24 P.S. Section 15-1503-G or otherwise shall be made available to District students at the discretion of the District for one (1) credit.
- d. Courses that are deemed by the District as substantively similar to current face-to-face classes shall not be offered as Distance E-Learning courses, except under the following conditions:
 - i. Courses that have been cancelled by the District due to low enrollment (defined as fourteen (14) students or fewer) or courses for which a certificated candidate is not available may be offered as Distance E-Learning Program courses at the District's discretion.
 - ii. Distance E-Learning courses may be offered to students to meet the needs of homebound students or to fulfill accommodations included in Individualized Education Programs, including individualized gifted programs or Section 504 plans, or to provide education to home schooled students,

students in parochial or independent schools, students currently attending a cyber school, or students who are attending a charter school who seek to have educational services provided by the District.

iii. Distance E-Learning courses may be offered to students to meet graduation requirements when extreme individual or family circumstances warrant special consideration as determined by the District.

iv. The one (1) credit limit set forth in Section a does not apply to sections d (ii) and d (iii).

SECTION 5 GRIEVANCE PROCEDURE

5.01 PURPOSE

The parties to this Agreement agree that an orderly, expeditious and equitable resolution of grievances arising out of the interpretation of the terms of this Agreement shall be provided for by the five (5) step process which is described below. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise affecting members of the Bargaining Unit. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

5.02 DEFINITIONS

“Aggrieved” - an Employee, Employees or the Association having a grievance.

“Grievance” - a complaint or allegation by a member or members of the Bargaining Unit or by the Association arising out of the interpretation of any provision of the Agreement.

“School Days” - working days for the Employee as established by the regular school calendar; thus excluding weekends, holidays and vacation days.

5.03 PROCEDURE

Both the Employer and the Bargaining Agent suggest that an attempt be made to resolve problems informally through a meeting of the Employee or Employees and an appropriate administrator, either directly and accompanied by an authorized Association Representative or through the authorized Association Representative.

Step I - Building Principal or Immediate Supervisor

The Association shall file the grievance in writing on the electronic grievance form to the appropriate building principal or immediate supervisor within twenty (20) school days of the occurrence of the grievance. The building principal or immediate supervisor shall present his or her written response to the aggrieved and the Association Representative within five (5) school days following the receipt of the grievance form.

Step II - Director of Personnel or Designee

If the action at Step I above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, to the Director of Personnel within ten (10) school days after the receipt of the answer to Step I. If a meeting is requested by either of the parties, said meeting may be scheduled within ten (10) school days at a mutually agreeable time and place following the appeal to the Director of Personnel. The Director of Personnel or designee shall present his or her written decision to the aggrieved and the Association Representative within five (5) school days following such a meeting or within ten (10) school days after receiving the written grievance if no meeting is held.

Step III - Superintendent of Schools

If the action at Step II above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, within ten (10) school days after receipt of the answer to Step II, to the Superintendent of Schools for resolution. Within ten (10) school days following receipt of the grievance, a decision on the grievance shall be forwarded to the aggrieved and the Association Representative.

Step IV - Board of School Directors or Designee

If the action at Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance shall be referred, in writing, within ten (10) school days after receipt of the answer to Step III, to the Board of School Directors. The school board will render a written decision on the grievance to the Association within twenty (20) school days following receipt of the grievance.

Step V – Arbitration

If the action in Step IV above fails to resolve the grievance to the satisfaction of the Bargaining Agent, the Bargaining Agent may refer the grievance to binding arbitration as provided in Section 903 of the Act within twenty (20) school days.

If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board of School Directors in Step IV shall be final.

5.04 GENERAL PROVISIONS

5.041 Group Grievances

If in the judgment of the Association a grievance affects a group or class of Employees, the Association may submit such a grievance on behalf of those Employees according to the prescribed steps.

5.042 Time Limits

The time limits under Steps, I, II, III and IV may be extended by mutual, written consent of the parties participating at that step of the procedure.

5.043 Written Decisions

Decisions rendered at all steps shall be in writing, and shall be transmitted to the aggrieved and to the Association Representative.

5.044 Year-End Grievance

In the event that a grievance is filed at such time that it cannot be processed through all the steps by the end of the school year, the parties shall make very reasonable effort so that the grievance processing may be completed prior to the end of the school year or as soon thereafter as is practicable.

5.045 Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only affected parties and their designated or selected representatives. The Association shall have the right to be present and to state its views at all stages of the procedure.

5.046 Withdrawal

The Association shall have the right to withdraw a grievance without setting precedent or practice.

5.047 Grievance Form

The form for processing grievances is attached to and made part of this procedure and may be converted to an electronic format. The forms will be printed by the Employer and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.

5.048 Separate Grievance File

Documents, communications and records dealing with the processing of a grievance shall be held confidential and shall be filed in a separate grievance file in the personnel office. However, for auditing review purposes, notation shall be made in the individual's personnel file only if any change in financial status arises out of the grievance process.

T/E		TREDYFFRIN/EASTTOWN SCHOOL DISTRICT		GRIEVANCE NO.
ALLEGED GRIEVANCE REPORT				
BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED	
STEP I				
A.	DATE CAUSE OF ALLEGED GRIEVANCE OCCURRED			
B.	1. STATEMENT OF ALLEGED GRIEVANCE			
	2. RELIEF SOUGHT			
	SIGNATURE OF EMPLOYEE		DATE	
C.	DISPOSITION BY PRINCIPAL			
	SIGNATURE OF PRINCIPAL OR DIRECTOR		DATE	
D.	POSITION OF GRIEVANT AND/OR ASSOCIATION			
	SIGNATURE OF ASSOCIATION REPRESENTATIVE		DATE	
STEP II				
A.	DATE RECEIVED BY DIRECTOR OR PERSONNEL (OR OTHER DESIGNATED PERSON)			
B.	DISPOSITION BY DIRECTOR OF PERSONNEL (OR OTHER DESIGNATED PERSON)			
	SIGNATURE OF DIRECTOR OR PERSONNEL		DATE	

STEP III

STEP III			
A.	DATE RECEIVED BY SUPT. OF SCHOOLS AND CHIEF OFFICIAL OF EMPLOYEE ORGANIZATION OR DESIGNATE		
B.	DISPOSITION BY SUPT. AND CHIEF OFFICIAL OF EMPLOYEE ORGANIZATION OR DESIGNATE		
	SIGNATURE OF SUPERINTENDENT		DATE
C.	POSITION OF GRIEVANT AND/OR ASSOCIATION		
	SIGNATURE OF ASSOCIATION REPRESENTATIVE		DATE
STEP IV			
A.	DATE RECEIVED BY BOARD OF EDUCATION OR DESIGNEE		
B.	DISPOSITION BY BOARD		
	SIGNATURE OF BOARD SECRETARY		DATE
STEP V			
A.	DATE SUBMITTED TO ARBITRATION		
B.	DISPOSITION AND AWARD OF ARBITRATOR		
	SIGNATURE OF ARBITRATOR		DATE

APPENDIX A: PROFESSIONAL EMPLOYEE SALARY SCHEDULE

Tredyffrin/Easttown School District 2020-2021

Steps	Bachelors	Masters	M+15	M+30	M+45	M+60	Doc
1	53,425	56,521	59,818	62,640	64,830	67,840	72,445
2	54,655	57,956	61,966	65,541	67,732	71,031	75,636
3	55,321	59,750	64,998	68,573	70,763	74,062	78,667
4	56,960	61,493	68,188	71,763	73,954	77,253	81,858
5	57,933	62,518	72,102	75,678	77,868	81,167	85,049
6	59,368	64,056	76,347	81,049	83,239	86,249	90,130
7	60,852	66,260	80,448	83,715	84,930	87,274	91,155
8	61,774	67,644	84,548	85,663	86,878	90,247	95,153
9	63,821	69,900	85,779	86,893	88,108	91,477	96,384
10	65,665	73,488	86,824	87,938	89,154	92,523	97,429
11	68,317	75,846	89,592	90,707	91,922	95,291	100,197
12	73,787	81,724	92,360	93,475	94,690	98,059	102,965
13	78,940	87,890	96,461	97,575	98,791	102,160	107,066
14	87,324	93,117	100,357	101,471	102,687	106,055	110,962
15	94,176	100,225	105,439	106,552	107,768	111,137	116,044
16	95,555	101,603	106,829	107,955	109,182	112,563	117,481

For purposes of step movement from 2019-2020 to 2020-2021, eligible members will advance one step on the salary schedule.

**Tredyffrin/Easttown School District
2021-2022**

Steps	Bachelors	Masters	M+15	M+30	M+45	M+60	Doc
1	54,467	59,769	65,082	68,574	70,869	73,983	78,336
2	55,697	61,204	66,668	70,543	72,837	76,099	80,452
3	56,363	62,998	68,703	72,577	74,872	78,133	82,486
4	58,002	64,741	70,819	74,693	76,988	80,249	84,602
5	58,975	65,766	73,302	77,176	79,471	82,732	86,718
6	60,410	67,304	77,547	82,352	84,647	87,761	91,747
7	61,894	69,508	81,648	85,018	86,338	88,786	92,772
8	62,816	70,892	85,748	86,966	88,286	91,759	96,770
9	64,863	73,148	86,979	88,196	89,516	92,989	98,001
10	66,707	76,736	88,024	89,241	90,562	94,035	99,046
11	69,359	79,094	90,792	92,010	93,330	96,803	101,814
12	74,829	84,527	93,560	94,778	96,098	99,571	104,582
13	79,982	90,107	97,661	98,878	100,199	103,672	108,683
14	88,366	95,209	101,557	102,774	104,095	107,567	112,579
15	95,218	101,267	106,586	107,803	109,124	112,596	117,608
16	96,554	102,602	107,928	109,154	110,480	113,961	118,979

For purposes of step movement from 2020-2021 to 2021-2022, eligible members will advance one step on the salary schedule.

**Tredyffrin/Easttown School District
2022-2023**

Steps	Bachelors	Masters	M+15	M+30	M+45	M+60	Doc
1	55,542	63,118	70,510	74,693	77,095	80,317	84,410
2	56,772	64,553	71,517	75,700	78,102	81,324	85,417
3	57,438	66,347	72,524	76,707	79,109	82,331	86,424
4	59,077	68,090	73,531	77,714	80,116	83,338	87,431
5	60,050	69,115	74,538	78,721	81,123	84,345	88,438
6	61,485	70,653	78,783	83,696	86,098	89,320	93,413
7	62,969	72,857	82,884	86,362	87,789	90,345	94,438
8	63,891	74,241	86,984	88,310	89,737	93,318	98,436
9	65,938	76,497	88,215	89,540	90,967	94,548	99,667
10	67,782	80,085	89,260	90,585	92,013	95,594	100,712
11	70,434	82,443	92,028	93,354	94,781	98,362	103,480
12	75,904	87,417	94,796	96,122	97,549	101,130	106,248
13	81,057	92,392	98,897	100,222	101,650	105,231	110,349
14	89,441	97,367	102,793	104,118	105,546	109,126	114,245
15	96,293	102,342	107,768	109,093	110,521	114,101	119,220
16	97,556	103,604	109,030	110,356	111,783	115,364	120,482

For purposes of step movement from 2021-2022 to 2022-2023, eligible members will advance one step on the salary schedule.

APPENDIX B: HEALTH ROOM NURSES HOURLY WAGES, HOLIDAY PAY AND FIELD TRIP COMPENSATION

A. Hourly Wages for Health Room Nurses

	2020-2021	2021-2022	2022-2023
R.N.'s	\$33.60	\$34.74	\$35.78
L.P.N.'s	\$28.80	\$29.78	\$30.67

B. Holiday Pay:

For Health Room Nurses only, the past practice of paying for holidays that fall within the “scope of the job” shall continue, in accordance with the following:

All Health Room Nurses shall be entitled to ten paid holidays as follows:

Thanksgiving Day	New Year’s Eve Day	President’s Day
Day following Thanksgiving	New Year’s Day	Good Friday
Christmas Eve Day	Martin Luther King Day	Memorial Day
Christmas Day		

One additional holiday may be taken at the member’s choosing with the approval of the supervisor. This holiday may not be taken before or after District holidays or on the first or last student day of the school year.

Scheduled holidays are subject to change by action of the Board of School Directors if unanticipated events occur, but only if school buildings are open for student classes.

In the event that a Health Room Nurse is required to work the day before and the day after Independence Day and/or Labor Day, (s)he shall be entitled to Independence Day and/or Labor Day as a paid holiday.

C. Field Trip Compensation:

For Health Room Nurses, current practice shall be continued, in conjunction with Tredyffrin/Easttown School District Field Trip Guidelines For Medical Needs.

APPENDIX C: §5.522.2 CLASSROOM OCCUPATIONAL EXCHANGE

A board of school directors may grant a leave of absence to a professional Employee for the purpose of acquiring practical work experience in business, industry or government, in accordance with the conditions and provisions set forth in Section 1166.1 of this act. Persons on classroom occupational exchange shall be considered in full-time daily attendance in the position from which the leave was granted, during the period of said leave, for the payment of compensation by the school district, for the purpose of determining the Employee's length of service, the right to receive increments as provided by law and the right to make contributions as a member of the Public School Employees' Retirement Fund and continue membership therein. The business, industry or government to whom the Employee is assigned during the period of the classroom occupational exchange shall fully compensate the Employee's school employer for all salary, wages, pension and retirement contributions and other benefits, as if the school Employee were in full-time active service.

APPENDIX D: §11-1166 PERSONS ENTITLED

(a) Any person employed in the public school system of this Commonwealth who has completed ten (10) years of satisfactory service as a professional Employee or member of the supervisory, instructional or administrative staff, or as a commissioned officer, of any board of school directors, county board of school directors, or any other part of the public school system of the Commonwealth, shall be entitled to a leave of absence for professional development or a sabbatical leave for restoration of health or, at the discretion of the board of school directors, for other purposes. At least five consecutive years of such service shall have been in the school district from which leave of absence for professional development or sabbatical leave for restoration of health is sought, unless the board of school directors shall in its discretion allow a shorter time: Provided, however, That in the case of professional Employees of career and technical schools or technical institutes prior service in the participating school districts shall be credited toward such service requirement. A leave of absence for professional development or sabbatical leave for restoration of health shall be for a half or full school term or for two half school terms during a period of two years, at the option of such person: Provided, however, if a sabbatical leave is requested because of the illness of an Employee, a leave shall be granted for a period equivalent to a half or full school term or equivalent to two half school terms during a period of two years: Provided further, That if a sabbatical leave for restoration of health or a leave of absence for professional development for one half school term or its equivalent has been granted and the Employee is unable to return to school service because of illness or physical disability, the Employee, upon written request prior to the expiration of the original leave, shall be entitled to a further leave for one half school term or its equivalent: Provided further, That if a leave for a full school term or its equivalent has been granted and the Employee is unable to return to school service because of illness or physical disability, the board of school directors may extend such leave for such periods as it may determine but not to exceed one full school term or its equivalent. Thereafter, one leave of absence for professional development or a sabbatical leave for restoration of health shall be allowed after each seven years of service.

(b) A sabbatical leave for restoration of health or a leave of absence for professional development granted to a regular Employee shall also operate as a leave of absence without pay from all other school activities.

APPENDIX E: §11-1166.1 LEAVES OF ABSENCE FOR PROFESSIONAL DEVELOPMENT

(a) A leave of absence for professional development shall be directly related to the professional responsibilities as determined by the board of school directors and shall be restricted to activities required by regulations of the State Board of Education and by the laws of this Commonwealth for a professional certificate or commission or to improve professional competency. All requests for a leave of absence for professional development shall be subject to review and authorization by the board of school directors, which shall have sole authority to adopt and enforce policy establishing the conditions for approval of such leaves. At a minimum for a half school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits, one hundred eighty (180) hours of professional development activities. At a minimum for a full school term, a leave of absence for professional development shall consist of any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, three hundred sixty (360) hours of professional development activities.

(b) The Employee requesting a leave of absence for professional development shall submit to the board of school directors a detailed plan describing the professional development activities to be undertaken. The board shall be authorized to approve or reject the plan, consistent with its written policy. Upon completion of the leave, the Employee shall provide to the board of school directors satisfactory evidence that the Employee's approved plan for professional development was fully complied with during the leave of absence. If the Employee fails to do so, unless prevented by illness or physical disability, the Employee shall forfeit all benefits to which said Employee would have been entitled under the provisions of this act for the period of the absence for professional development.

APPENDIX F: PERFORMANCE IMPROVEMENT PLANS FOR PROFESSIONAL EMPLOYEES

Regulation 4450 in effect as of September 21, 2015, is hereby rescinded and replaced with the following:

Performance Improvement Plans for Professional Employees

A tenured professional Employee who receives a summative rating of needs improvement or failing must be provided a Performance Improvement Plan. Unless an exception applies, no tenured professional Employee of the District shall be dismissed prior to a twelve (12) month period (365 calendar days; not work days), for the purposes of implementing the Performance Improvement Plan, from the date of the overall summative evaluation of needs improvement or failing.

The following exceptions shall apply:

1. Exceptional Condition. Criteria for an abbreviated Performance Improvement Plan include the following or other conditions that are of similar import:
 - Attempts at remediation fail. Administrative observations document that the tenured professional shows an accelerated decline in performance.
 - Although the Administration has identified performance deficiencies and initiated the Performance Improvement Plan, parent and student concerns and complaints persist after a period of time within which improvement should have been demonstrated. The complaints, reviewed in an objective manner, are verified through documented observations by school administrators and support the administrator's decision to place the Employee in the "Exceptional Condition" category.
 - It is clearly evident that the teacher fails to provide effective instruction. Upon examination, it is evident that students are not engaged, or teacher communications are not clear to students, or unsuitable instructional activities and materials are used, or there is a lack of adjustment to meet the needs of the students, or there is a lack of student assessment for instructional purposes. Evidence of this deficiency must come from several classroom observations.
 - The tenured professional teacher is unable to maintain an environment conducive to learning to the degree that such is harmful to students. This is characterized by chaos and conflict, with low expectations for learning, or no clear standards of student conduct, or poor use of physical space, or negative interactions between individuals. Examples might include unsafe acts of students that might cause physical or emotional harm to themselves or others or student acts or behaviors that are disruptive of the instructional process. Evidence of this deficiency must come from several classroom observations.

A Performance Improvement Plan may be reduced to no less than four (4) months duration when an exceptional condition occurs and can be substantially documented.

2. Progressive Discipline. In the event a professional Employee engages in an offense or behaviors that would fall within one of the reasons set forth in Section 11-1122 of the Public School Code of 1949, the District maintains all rights including dismissal of an Employee. The rights of the Employee and Association under Section 11-1122 shall also be maintained. When the "unsatisfactory teaching performance" language of Section 11-1122 is applied, the 12-month Performance Improvement Plan timeline shall apply unless an Exceptional Condition is established.

In the application of this Appendix, neither the Association, nor a professional Employee, nor the District waives any rights under this Agreement or laws or rules or regulations. The rights of the Association, and/or the professional Employee, and/or the District should not be diminished by this Appendix. The Association, professional Employees, and the District retain all rights they have under the law relating to Employee discipline or discharge.

APPENDIX G: SEPTEMBER 2019 PRESUMPTIVELY VALID LIST FOR COURSE WORK

Approved Graduate Programs 2019-20

University	Doctorate/Masters/PA Certificate	Area of Study	Format
Arcadia University	Masters	Education; Humanities; Reading Specialist Program - SL/Dyslexia Interventionist; STEM	Online and Face to Face
Arizona State University	Masters	Curriculum and Instruction	Online
Cabrini University	Doctorate	Educational Leadership	
Cabrini University	Masters	Educational Leadership; Curriculum Assessment and Instruction; Teaching and Learning	
Cabrini University	PA Certificates	English as a Second Language (ESL/ELD); Reading Specialist (K12); Pre-K-8 Special Education; Grades 7-12 Special Education; Pre-K-12 Administrative/Principal	
Clarion University	Masters	Library of Science	Online
Clarion University	PA Certificates	Special Education: Reading Concentration	Online
Clemson University	Masters	Education -Teaching and Learning; MA for Science Educators; Biological Sciences; Teaching and Learning	Online
Drexel University	Masters	Library Science/Information System; Special Education: Multisensory Reading Concentration and SL/Dyslexia Interventionist; Special Education/Applied Behavior Analysis (ABA); Master's of Science Degree in Educational Technology (Online only)	Online and Face to Face
Eastern University	Masters	School Health Services Certified School Nurse Certification; Multicultural Education	
Gwynedd Mercy University	Doctorate	Education Leadership	Online and Accelerated

Gwynedd Mercy University	Masters	Special Education; Educational Administration; Curriculum & Instruction; School Counseling	Online Option
Gwynedd Mercy University	PA Certificates	Principal; School Counseling; Special Education Supervisor	Online option
Holy Family University	Masters	Education	
Immaculata University	Doctorate	Educational Leadership	Hybrid
Immaculata University	Masters	Education Leadership; Principal Certification	Hybrid
Immaculata University	PA Certificates	Principal Certification; Supervisory Certifications	
Indiana University of Pennsylvania	Doctorate	Curriculum and Instruction	
Kutztown University	Masters	Art Education; Library Science	

Michigan State University	Masters	Education (MAED); Applied Behavior Analysis; Special Education - Autism Spectrum Disorders; Special Education - Learning Disabilities; Educational Technology (MAET); Teaching and Curriculum (MATC); Educational Psychology and Educational Technology (EPET); Foreign Language Teaching	Online
Neumann University	Doctorate	Educational leadership	
Neumann University	Masters	Education	Face to Face and
Northern Illinois University	Masters	Instructional Technology	Online
Penn State University	Doctorate	Doctor of Philosophy (Ph.D.) Doctor of Education (D.Ed.)	
Penn State University - World Campus	Masters	Art Education of Professional Studies; Curriculum and Instruction; Education in Earth Sciences; Education in Educational Leadership; Education in Learning, Design, and Technology; Education - Special Education Master of Education; Applied Statistics; Science in Nursing; Special Education	Online
Penn State University	PA Certificates	Applied Statistics; Earth Science; Technology Integration; Applied Behavior Analysis; Children's Literature, Educating Individuals with Autism; Nurse Educator; Principalship	

Saint Joseph's University	Doctorate	Educational Leadership; Interdisciplinary - Education Leadership	
Saint Joseph's University	PA Certificates	Reading Specialist; BCBA	
Saint Joseph's University	Masters	Educational Leadership; Education; Special Education; Special Education SL/Dyslexia Interventionist; Curriculum Supervisor, English as a Second Language/ELD	
South Dakota State University	Masters	Chemistry Education; Curriculum and Instruction	Online
Temple University	Masters	Education; Educational Psychology	
Temple University	Doctorate	Educational Administration; Philosophy; History; Literacy and Learners	

University at Albany	Masters	Literacy Teaching & Learning; Information Science and School Library; Curriculum Development and Instructional Technology	Online
University at Albany SUNY	PA Certificates	Teaching English to Speakers of Other Languages (TESOL); Computing Education	Online
University of Delaware	Doctorate	Educational Leadership	
University of Delaware	Masters	Economics for Educators	
University of Florida	Masters	Curriculum and Instruction (Ed Tech); Educational Leadership	Online
University of Georgia	Masters	Educational Psychology; Applied Cognition & Development; Music Education; Education in Science Education; Educational Psychology; Gifted & Creative Education; Reading Education; Education in Middle Grades; Learning, Design & Technology; Instructional Design & Development	Online
University of Iowa	Masters	Teaching; Leadership and Cultural Competency; Science in STEM Education; Educational Leadership	Online
University of Massachusetts Amherst	Masters	Science Education; Curriculum and Instruction: Science Education Option; Curriculum and Instruction: Autism Studies Option; Master of Education in Reading and Language	Online
University of Maryland	Masters	Chemical and Life Sciences; Applied Entomology; Library and Information Sciences	
University of Pennsylvania	Masters	Education; School Counseling; Chemistry Education; Education in Reading, Writing and Literacy with Reading Specialist Certificate	

University of the Arts	Masters	Art Education; Music Education, MM	
University of Virginia (Curry)	Masters	Education; Administration and Supervision; Curriculum and Instruction; Reading Education	Online
University of Wilmington	Masters	Education - Applied Technology	Online
Utah State University	Masters	Education Programs	Online
Villanova University	Masters	Education; English Literature; History; Political Science; School Counseling; Classical Studies	Online and On Campus
Villanova University	PA Certificates	Administrative Certificates	

West Chester University	Masters	Applied Studies; Education; Education in Reading; Mathematics Education; Writing, Teaching and Criticism; Transformative Education; Geoscience; Sport and Athletic Administration; French; Spanish; Health Education; Mathematics Education; Music; Special Education	
West Chester University	PA Certificates	Certificate in Educational Technology; School Nurse Certification; Certificate in Teaching English to Speakers of Other Languages (TESOL)	
Widener University	PA Certificates	Administrative Certificates	
Widener University	Doctorate	K-12 Educational Leadership	
Widener University	Masters	K-12 Educational Leadership; Counselor Education	
Wilkes University	Masters	Education	Online
Endorsements	Endorsement	Endorsements	Endorsement
Arcadia University	Endorsement	Autism, STEM	Online
Cabrini College	Endorsement	Autism; Gifted	
Drexel University	Endorsement	Autism, STEM, SEL (Social & Emotional Learning)	Online
Temple University	Endorsement	Autism	
West Chester University	Endorsement	Autism	Online
Immaculata University	Endorsement	STEM	

Memorandum of Understanding

The District and the Association shall develop a mutually agreed upon protocol for determining the needs of special education teachers for additional time to prepare for IEP conferences and related documentation. The District further agrees to ensure that all building principals apply the protocol in a consistent manner. Special education members of the bargaining unit who feel that the protocol is not consistently applied may appeal to the Director of Individualized Student Services whose decision is final.

Memorandum of Understanding

Effective October 16, 2012, the fourth paragraph, second sentence, of Policy 1120, which states that: “The public comment periods are reserved for residents ...” shall not be interpreted to exclude the Tredyffrin/Easttown Education Association President, who may or may not be a resident of the District. Notwithstanding modifications to Policy 1120, the District shall continue to afford the Tredyffrin/Easttown Education Association President with an opportunity to speak during the public comment period consistent with the limitations placed upon residents of the District.

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