

AGREEMENT

between the

RADNOR TOWNSHIP SCHOOL DISTRICT

and the

**RADNOR TOWNSHIP EDUCATION
ASSOCIATION, PSEA/NEA**

September 1, 2018 through August 31, 2023

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COLLECTIVE BARGAINING AGREEMENT

PREAMBLE

THIS AGREEMENT is made and entered into on the date last signed by either party hereto, by and between the RADNOR TOWNSHIP SCHOOL DISTRICT (hereinafter referred to as the "District") and the RADNOR TOWNSHIP EDUCATION ASSOCIATION, PSEA, NEA (hereinafter referred to as the "RTEA"), both of Delaware County, Pennsylvania, as follows:

The Parties are committed to maintaining high quality education in the District and a positive relationship between the Employees and the District leadership. As part of the District's decision making process, District leadership is committed to meet with the Association leadership prior to making decisions that impact this Bargaining Unit.

ARTICLE I RECOGNITION

The RTEA is hereby recognized by the District as the exclusive Bargaining Agent for the following classifications of Employees of the District (hereinafter called the "Bargaining Unit"):

Professional Employees and Temporary Professional Employees, as defined in the Public School Code, Act of March 10, 1949, P.L. 30, Sections 1101(1) and 1101(3), as amended, who are teachers, guidance counselors, librarians, nurses, psychologists and dental hygienists; and coordinators, grade chairpersons and department chairpersons whose responsibilities do not include supervisory duties; but excluding all management level Employees, first level supervisors, confidential Employees and guards, as defined in the Public Employee Relations Act PERA-R-862-E of 22671.

The foregoing classifications of Employees shall include all such part-time Employees whose hours of employment per week are less than a full school week.

The Bargaining Unit shall also include persons who are employed by the District as Long-Term Substitutes for a period of ninety (90) consecutive school days or more for a specific individual who is expected to be absent for ninety (90) or more consecutive school days in one school year.

ARTICLE II
BENEFITS

A. Regular Part-Time Professional and Temporary Professional Employees

1. Part-Time Employees Employed on August 31, 2006. This paragraph applies only to part-time Employees who were employed as Professional or Temporary Professional Employees on August 31, 2006 and who continued to be employed thereafter without a break in said service (i.e., resigned, retired, non-renewed or discharged). Part-time Professional and Temporary Professional Employees who are employed at least fifty percent (50%) or more of full-time shall be entitled to all contractual benefits to which full-time Members of the Bargaining Unit are entitled. Part-time Employees who are employed less than fifty percent (50%) of full-time shall be entitled to a pro rata share of all contractual benefits to which full-time Members of the Bargaining Unit are entitled, based on the number of hours regularly scheduled to be worked.

2. Part-Time Employees Employed on or After September 1, 2006. Part-time Professional and Temporary Professional Employees who are employed on or after September 1, 2006, shall be entitled to benefits in accordance with the following:

a. Part-time Professional and Temporary Professional Employees who are employed less than 0.5 time shall not be entitled to any fringe benefits, except a proportionate amount of sick leave.

b. Part-time Professional and Temporary Professional Employees who are employed 0.5 but less than 0.9 time shall not be entitled to any fringe benefits, except the following:

- i. A proportionate number of sick leave and personal days;
- ii. Medical, prescription and dental coverage where the District pays the proportionate amount of the Employer's share of the premium for the

applicable plan and the Employee pays the balance of the premium through payroll deduction. The proportionate amount to be paid by the District shall equal the amount paid for a full-time Employee multiplied by the percentage of part-time worked by the Employee;

iii. Tuition reimbursement under the same terms applicable to full-time Bargaining Unit Members, but which shall be pro-rated as to the maximum number of credits.

c. Part-time Professional and Temporary Professional Employees who are employed 0.9 or more shall be entitled to all fringe benefits.

3. Employees With Break In Service. Notwithstanding anything in this Agreement to the contrary, any Employee who: (i) was employed prior to September 1, 2006; (ii) has a break in service (i.e., resigned, retired, non-renewed or discharged) at any time on or after August 31, 2006; and (iii) is re-employed after September 1, 2006 on a part-time basis, said Employee shall be treated as a new Employee whose benefits shall be in accordance with paragraph 2 of this Section A.

4. Employees Assigned to Part-time Service. Notwithstanding anything in this Agreement to the contrary, any Employee who: (i) has been continuously employed by the District from a time prior to September 1, 2006; and (ii) requests to be reduced to a part-time position shall be provided benefits, upon initiating part-time service, in accordance with Paragraph 2 of this Section A. Any Employee who: (i) has been continuously employed by the District in the Bargaining Unit from a time prior to September 1, 2006; and (ii) is assigned by the District to a part-time position shall maintain full benefits.

B. Long-Term Substitutes

1. Full-time Long-Term Substitutes. Full-time Long-Term Substitutes who are in the Bargaining Unit shall be eligible for all applicable benefits provided by this Agreement during the term of actual employment; provided, however, that if the Bargaining Unit Member is employed in one school year and will be returning in the next school year, benefits shall continue during the summer.

2. Part-time Long-Term Substitutes. Part-time Long-Term Substitutes who are in the Bargaining Unit shall be entitled to benefits on the same basis as part-time Professional or Temporary Professional Employees. A Long-Term Substitute who was employed as a Long-Term Substitute in the Bargaining Unit during the 2005-2006 school year and is hired again as a Long-Term Substitute in the Bargaining Unit during the 2006-2007 school year shall be provided benefits in accordance with Paragraph A.1. above. A Long-Term Substitute in the Bargaining Unit hired on or after September 1, 2006, and who was not employed in the Bargaining Unit as a long term substitute during the 2005-2006 school year shall be provided benefits in accordance with Paragraph A.2. above.

3. Conditions for Service as a Long-Term Substitute to Qualify for Benefits. Except as specifically provided otherwise in this sub-paragraph 3, the first year of service as a Long-Term Substitute in the Bargaining Unit shall not count towards eligibility for any benefit provided for in this Agreement that is based upon the Employee attaining a minimum number of years of service. Any Member of the Bargaining Unit who was employed in the Bargaining Unit on August 31, 2006, and who has no break in service (i.e., resigned, retired, non-renewed or discharged) shall have his/her service as a Long-Term Substitute in the Bargaining Unit counted for purposes of eligibility for an additional two (2) days of sick leave in accordance with Article VII, Section B, sub-paragraph 1 of this Agreement.

TERM OF AGREEMENT

The term of this Agreement shall begin on September 1, 2018, and shall continue in full force and effect through August 31, 2023.

ARTICLE IV PROFESSIONAL COMPENSATION

A. Salary Schedules

The Parties agree that the wages and salaries to be effected by this Agreement are accurately stated in the schedules attached hereto as Appendix A, and that this Appendix is made part of this Agreement for the term indicated, and that the schedules of wages and salaries set forth in Appendix

A shall be the schedules which shall remain in full force and effect for the period stated. Bargaining Unit Members will step on September 1, 2018, September 1, 2019, September 1, 2020 September 1, 2021, , and September 1, 2022 .

B. Supplementary Fees

In the event that the District engages Bargaining Unit Members and determines to pay supplementary fees for the employment services set forth below, and for such other services as the District shall determine, the hourly rate paid shall be \$45.00 beginning in the 2010-2011 school year.

1. Teaching in District-operated summer program.
2. Employment in summer guidance.
3. Summer library work.
4. Other summer work.

C. Determination of Daily Rate

1. Regular Contracts

For purposes of determining the daily rate for a full day's employment of Employees employed for a period of ten (10) months under regular annual contracts, as set forth in Section 1121 of the Public School Code of 1949, as amended, such daily rate shall be determined by multiplying the regular ten-month contracted annual salary, exclusive of any supplementary income, by a fraction, the denominator of which shall be the number of days in the regular work year as set forth in Article VI. A., and the numerator shall be one (1).

2. Extended Contract

For purposes of determining the daily rate for a full day's employment of Employees employed for a period extending beyond ten (10) months under regular annual contracts, as set forth in Section 1121 of the Public School Code of 1949, as amended, such daily rate shall be determined as in No. 1 above and the rate shall be multiplied by the number of workdays under such extended contract as determined by the District.

D. Payment Schedule

1. Regular Salaries

All Members of the Bargaining Unit shall receive their regular annual salaries or wages for their regular duties in twenty-six (26) equal bi-weekly installments on Fridays. If the said Friday is a day on which schools are closed due to a holiday, salaries shall be paid on the last work day before the holiday. Employees who are resigning, retiring or being furloughed at the end of the school year may, upon request, receive in one lump sum all remaining monies due.

2. Supplementary Fees

Payment for extra-duty activities, which continue throughout the school year, performed by a regular Employee shall be included in the twenty-six (26) equal bi-weekly payments. The supplemental wages for non-athletic supplemental programs shall remain at the **2009-2010 rates**.

The District retains all management rights with respect to said supplementals, including whether to have such supplementals, who to assign such supplementals, whether to discontinue such supplementals, and whether to change Employees with respect to any supplemental. No issue associated with the supplementals shall be subject to the grievance or arbitration provisions of this Agreement other than the wages to be paid for the work.

E. Mileage Compensation

Employees whose duties require the use of a personal vehicle as approved by the Superintendent will be reimbursed for travel expenses incurred at the highest rate per mile approved by the Internal Revenue Service for business expense deductions unless a lesser rate is mandated by state law. If the rate changes during the life of this Contract, the District shall inform Employees of any and all IRS rates. The new rate will begin the first of the month after the Superintendent has been made aware of the change.

F. “Transition/Overlap”

1. The District retains the right to schedule transition time at its sole discretion. Transition time is defined as a period of time during which one Employee works at the same time as (overlaps) another Employee whose work the former Employee has been employed to perform, either temporarily or permanently.

2. The District shall not be required to hire a Temporary Professional Employee or a Professional Employee for vacancies that occur during the second semester of any school year; provided, however, that Long-Term Substitutes shall be hired in such circumstances when the vacancy extends ninety (90) days or more.

3. Vacancies that are initially anticipated to be less than ninety (90) days but that result in ninety (90) or more days of work under the circumstances of overlap/transition, shall be treated as if the Employee hired were initially hired as a Long-Term Substitute in the Bargaining Unit and the Employee’s pay shall be retroactively adjusted to reflect the changed status.

4. In the event that transition time is scheduled, the District shall pay the newly hired Temporary Professional Employee, Professional Employee or Long-term Substitute his/her proper contractual daily rate as a contracted Employee and not as a per diem substitute.

ARTICLE V
INSURANCE BENEFITS

A. Group Term Life Insurance

The District agrees to pay the premium cost for a term life insurance policy under a group insurance plan selected by the District for each Member of the Bargaining Unit in the amount of fifty thousand dollars (\$50,000) for the term of the Agreement. In addition, Employees may purchase optional term life insurance in an equal amount of fifty thousand dollars (\$50,000) through payroll deduction, if allowed by the District’s insurer. Copies of the regulations governing such life insurance shall be available for inspection in the Business Office of the District.

B. Income Protection Plan

The District agrees to pay the premium cost for an Income Protection Plan selected and approved by the District for all Members of the Bargaining Unit. The plan will provide coverage of sixty percent (60%) of salary up to a maximum salary of fifty thousand (\$50,000) (\$2,500 per month) with benefits starting on the 91st day. In addition, Employees may purchase supplementary income protection plans at their cost as may be allowed by the District's insurer through payroll deduction.

C. Medical Coverage

1. Personal Choice C2F101

a. Effective July 1, **2018**, the District shall pay the premium cost for the Personal Choice C2F101 plan, minus the employee contributions described in paragraph C.2 below. Plan design will be in accordance with the requirements of the Delaware County Health Trust.

2. Premium Share.

Each Member of the Bargaining Unit being provided with health insurance under this Article V, Paragraph C, shall contribute, through payroll deductions, towards premium in the amounts set forth as follows:

a. For the 2017-2018 school year and the remainder of the term of this Agreement, Premium Share shall be in the following amount each pay period: employees on Steps 1-5 shall pay 8.75% of premium for PC C2F101, employees on Steps 6-10 shall pay 10.25% of premium for PC C2F101, and employees on Steps 11-15 shall pay 11.5% of premium for PC C2F101.

3. Section 125 Plan.

The District shall provide a Section 125 Plan (including a flexible spending account for medical and dependent care and premium contribution) which shall be subject to the terms, conditions, limitations and exclusions of applicable law. Said Section 125 Plan shall be implemented no later than January 1, 2007.

D. Prescription Coverage

1. Prescription Plans. The District shall provide for the following prescription plans in each of the years stated:

2017-2018 fiscal year and the remainder of the term of this Agreement - 5/15/35, with limitations and exclusions stated below.

2. Limitations and Exclusions. Notwithstanding any other feature of the aforesaid prescription plans, the following limitations and exclusions shall apply:

a. Oral Erectile Dysfunction medications shall be limited to 6 tablets for a 30 day supply.

b. Prescription Drugs related to the diagnosis and therapy of infertility problems shall be limited to a lifetime benefit of \$5,000. Only medications filled after October 1, 2006 will be included in this calculation.

c. Prior authorization shall be implemented for certain medications to ensure these medications are being utilized for the FDA approved diagnosis.

d. Specialty injectables shall be limited to a 30-day supply at the retail pharmacy and mail order facility.

e. Drug quantity management shall be implemented to ensure that the number of pills dispensed agree with the FDA approved dosing guidelines and medical literature.

f. Mail co-pays shall be two (2) times the retail co-pays for three (3) times the dosage.

E. Dental Coverage

The District shall pay the premium cost (single, dual or family) for a basic dental insurance plan selected and approved by the District for Members of the Bargaining Unit with riders on a co-insurance basis as follows: 75%-25% Periodontics and Major Restorative/Crowns benefits and 50%-50% Orthodontics and Prosthodontics benefits and a cap of \$2,000 per family Member per year during the life of the Contract.

F. Insurance Carriers

The District reserves the right to solicit and retain other insurance carriers than those named in Sections C and D above, provided that the benefits are no less than those presently maintained. Copies of the master policies and regulations governing insurance benefits shall be available for inspection in the Business Office of the District.

G. Vision Reimbursement

1. The Board will make a Vision Reimbursement Plan ("the Plan") available to Members of the Bargaining Unit, including Employees who participate in the Health Care Benefits Buy-Out Option in Section H. The details of the operation of the Plan shall be as set forth in an Administrative Procedure concerning the Plan, which shall not contradict the following:

2. The Plan shall be an Employee reimbursement plan whereby Bargaining Unit Members shall, upon presentation of appropriate documentation of incurred expenses, be reimbursed for approvable expenses for vision care incurred by a Bargaining Unit Member and/or eligible dependent(s) of a Bargaining Unit Member during the periods September 1, 2018 through August 31, 2023 ("the coverage periods").

3. The Plan shall require that "eligible dependents of a Bargaining Unit Member" shall be the same dependents of a Bargaining Unit Member who are eligible to be covered by PC C2F201.

4. The Plan shall provide that the maximum aggregate reimbursement for approvable expenses to a Bargaining Unit Member or on behalf of the Bargaining Unit Member and/or his/her dependents on account of approvable expenses for vision care incurred shall be no more than five hundred dollars (\$500) during the coverage period (July 1, 2018 through June 30, 2023). The maximum total reimbursement amount for newly hired Bargaining Unit Members and/or his/her dependents shall be reduced by one hundred dollars (\$100) for each year of this Agreement during which the newly hired Bargaining Unit Member was not employed.

5. The Plan shall provide that in order to be reimbursable, the event that gave rise to the approvable expenses (i.e., performance of the eye examination or refraction, provision of the frame or lens, adjustment of glasses) shall have taken place during the coverage period.

6. The Plan shall provide that, as a minimum, the following expenses shall be approvable expenses for which reimbursement(s) may be made up to the maximum aggregate reimbursement amount of five hundred dollars (\$500) during the coverage period.

a. The cost of eye examination and refractive services performed by a licensed doctor of medicine or osteopathy, including an ophthalmologist or a licensed optometrist, including, but not limited to case history, external and internal examination of the eyes, testing visual acuity, determination of binocular measurement and prescribing corrective lenses.

b. The cost of post-refractive services of a licensed doctor of medicine or osteopathy, including an ophthalmologist, a licensed optometrist or licensed dispensing optician consisting of facial measurement and other determinations required for ordering lenses and/or frames, adjustment of glasses, and the cost of materials including frames and lenses (including single vision, bifocal, trifocal, aphakic, contact and/or tinted lenses), where required due to loss, damage or breakage to existing lenses or frames or where new or replacement lenses and/or frames are required because there is sufficient loss of visual acuity to warrant a new or changed prescription of lenses.

7. The following expenses shall not be approvable expenses of the Plan: the cost of non-prescription sunglasses, medical or surgical treatment, drugs or other medications, services normally provided free of charge, any vision care service covered by existing District insurance policies, and services not included within the Plan as set forth in Administrative Procedure concerning the Plan.

H. Health Care Benefits Buy-Out Option

The District will provide a plan offering a cash incentive of \$3,000 on an annual basis to Employees who opt to eliminate participation in the District's group healthcare plans, including the District's medical, dental and prescription coverage. To be eligible under the Buy-Out Option in this Section, the Employee may not be covered by a family member's District healthcare plan. An employee who opts out under this Section may participate in the District's dental plan by paying the full COBRA rate for the coverage elected.

I. Coverage Disputes with Respect to the Claims Under the Prescription Plan or Claims Made to the Pool.

In the event of any denial of a claim with respect to prescription coverage or the aforesaid Pool, no grievance may be filed under the grievance or arbitration provisions of this Agreement. Instead, the disputed claim shall be submitted for resolution to an independent and impartial appeal process with an organization that provides such claims appeal procedures as mutually selected by the District and RTEA. The decision of any such organization shall be final and binding on the parties.

J. Excise Tax or Fee

1. During the term of this Agreement or at any time after its expiration date until such time as a new agreement is executed, if the calculated aggregate cost for any health benefit plans offered pursuant to this Agreement exceeds any applicable threshold amount stated in the IRC Section 4980I, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) so as to subject the coverage provider to an excise tax or fee under that Section, including all applicable regulations or guidance thereunder (or any other applicable federal or state legislation enacted hereafter) relating to Section 4980I (the "Tax"), the District and the Association agree to address that issue as follows:

a. The District shall notify the Association by no later than January 1, 2017 (and any January 1st following the expiration of this Agreement while the parties continue to bargain over a successor agreement) that a certain health benefit plan or plans that are offered pursuant to this Agreement are reasonably expected to be subject to the above-referenced Tax and what the District intends to do to eliminate or otherwise address the Tax;

b. The Association and the District will have up to sixty (60) calendar days from the date of such notice to attempt to reach mutual agreement on the issue;

c. If a mutual agreement is reached, that agreement shall become part of this Agreement and will supersede any affected provisions;

d. If a mutual agreement is not reached within the sixty (60) calendar day period referenced in subsection b., the District and the Association shall mutually select an arbitrator (with the assistance of the Pennsylvania Bureau of Mediation, if necessary) and schedule a hearing to be held no later than March 15. The appointed arbitrator shall be directed to issue a final and binding decision by the earlier of April 15 or fifteen (15) days in advance of the open enrollment period. The arbitrator shall treat the matter as an interest arbitration and the arbitrator's award shall be limited to selecting a medical plan offered by the Delaware County Public School Health Trust that, with or without an accompanying Health Reimbursement Arrangement ("HRA"), results in the least diminishment of benefits to the employees without subjecting the **coverage provider to the Tax, but does not result in an overall enhanced benefit to the affected employees beyond what is offered under the plan to be replaced. Such changes shall become part of this Agreement and will supersede any affected provisions, including any health benefit plan or plans subject to the Tax.**

2. Notwithstanding the foregoing, existing employee premium share shall apply on the same basis as the eliminated health benefit plan(s).

ARTICLE VI WORKING CONDITIONS

A. School Year

1. The school year is defined for Members of the Bargaining Unit as follows:

2018-2019 school year – 191 days

2019-2020 school year – 191 days

2020-2021 school year – 191 days

2021-2022 school year – 191 days

2022-2023 school year – 191 days

2. One of the Teacher days shall be used for classroom preparation.

3. Members of the Bargaining Unit new to the District shall have a work year the same as above, plus two (2) induction days at the beginning of that year.

4. If a Member of the Bargaining Unit does not complete required end-of-year duties and reports, he or she may be required to work additional days at no cost to the District.

5. In addition to the days indicated above, the school year shall contain seven and one-half (7½) additional hours effective for the purpose of building-level development undertaken by groups of teachers. These hours shall be accomplished in project/events that are designed by the faculty member(s) or Principal, assigned at the discretion of the Principal in collaboration with the faculty and recorded by the Principal. If some of the work can be completed during the regular work day, the Principal shall have the discretion to grant said time during the work day to fulfill this provision.

B. Normal Workday

1. The normal workday for Members of the Bargaining Unit shall consist of seven and one-half (7-1/2) hours except as specified in this Article. Included in this period will be a thirty (30) minute duty-free lunch period. In the event that the District desires to add new programming that may require that the workday be extended, the District shall notify RTEA and the parties shall engage in good faith discussions in an effort to reach agreement. The workday shall not be extended unless mutually agreed upon by the District and RTEA.

2. Members of the Bargaining Unit shall be available to parents and students for conferences and meetings. Where possible, such conferences and meetings shall be conducted during the normal workday. Conferences and meetings conducted outside the normal workday shall be subject to reasonable prior arrangement between the parent or student and the Member of the Bargaining Unit.

3. Professional duties outside the normal workday, such as building-level curriculum work, class preparation, bus duty, annual open house and faculty meetings, as presently conducted, are adjuncts to classroom teaching, and no additional salary payment will be made for the performance of such duties.

4. For duties outside of the normal workday, other than those listed in sub-paragraph 3 above, a Member of the Bargaining Unit shall receive additional compensation for the time

actually worked at the supplementary summer fee hourly rate set forth in Article IV, Paragraph B. of this Agreement whenever the Member of the Bargaining Unit is specifically required to perform the duties involved. Such required duties may include District-sponsored and directed work on curriculum development, District-directed in-service training, District-directed work on District-wide long range plans or concerning reading/math placement. Whenever it is intended that an activity is required and will be compensated, the activity or duty shall be clearly so designated in writing.

5. Notwithstanding sub-paragraph 4, above, no additional compensation will be due if a Member of the Bargaining Unit participates in professional activities outside of the normal workday designated as "voluntary." Whenever the work of a committee or the nature of a specific proposed task may involve professional activities outside of the workday and such activities are intended to be voluntary, the activity or task will be clearly designated in writing as "voluntary" by the District. No Member of the Bargaining Unit shall be deprived of any professional advantage because he/she does not volunteer for such activities or tasks.

C. Inclement Weather and Emergency Closings

1. When the Superintendent closes school because of inclement weather, ice or snow, teachers shall not be required to report to work. When buildings are closed early due to inclement weather or adverse physical conditions, teachers may be permitted to leave immediately after students are dismissed or may be reassigned. Members of the Bargaining Unit shall suffer no loss in wages, benefits or contractual or statutory advantages as a result of such work rules.

2. A teacher who is unable to report to work due to adverse weather conditions and has so notified the building principal may utilize a personal day if one is available.

D. Employee Personnel File

1. An Employee shall have the right during regular business hours to review the contents of his/her file. The Association has the right as the Employee's representative to do so with the written permission of the Employee.

2. An Employee will be notified when material is placed in his/her file. Such notice will include a description of what was placed in the file and of the date of placement. An

Employee shall have the right to submit a written commentary to any material placed in his/her file and such written comment shall be attached to the item in question in his/her file.

3. No unsigned or improperly identified item shall be placed in an Employee's file. No Employee shall remove any item from his or her file.

E. Notice and Representation at Meetings for Discipline or Adverse Evaluation

Whenever a Member of the Bargaining Unit is required to meet with an Employer representative concerning any matter which could lead to disciplinary action or adverse evaluation, the Employee shall be given reasonable prior written notice of the time and nature of the meeting and shall be informed that he/she is entitled to have present an RTEA representative.

F. Confidentiality of Individual Teacher's Evaluations

All evaluations of Bargaining Unit Members are to be held strictly confidential, provided however, that this provision does not restrict the District from using or disclosing evaluations: (i) in legal proceedings (Including grievances and arbitration, administrative processes, and judicial processes) when relevant, as determined by the District, (ii) when requested by the RTEA in accordance with law; (iii) when subpoenaed, (iv) in response to governmental investigations; or (v) when authorized by the Employee or the RTEA.

G. Administering Medication

Employees in the Bargaining Unit shall not be required to administer medication to pupils with the exception that certificated school nurses shall administer medications when so authorized by a physician.

H. Safe and Healthy Working Conditions

Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health or safety. Should there be any dispute regarding what constitutes safe or healthy working conditions pursuant to this Section, it shall be fully and finally resolved by the District's response at Level III of the grievance procedure. There shall be no appeal beyond Level III.

I. Joint Committee

Effective upon ratification of this Agreement, a joint committee comprised of two (2) Board members and the Superintendent or his/her designee and three (3) Members selected by the RTEA will be formed.

This Committee shall meet as requested by either party to discuss and attempt to resolve implementation issues as identified below that cannot be resolved at either the building level or District level. The Committee may also consider any other issues that the parties jointly agree to bring to the Committee's attention. The Committee is not intended to replace or supplant the existing SALM process or the grievance procedure contained in this Agreement.

The Committee will not proceed until the issue has been discussed through the SALM process.

The issues within the purview of the Committee are as follows:

1. Teacher workday
2. Act 48 professional development time
3. Class size

The Committee is intended to provide a collaborative forum for discussion and joint resolution of implementation issues. To that end, the Parties agree to meet promptly and work diligently to resolve any issue presented. It is the intention of the Parties that issues presented to the Committee will generally be resolved within 30 days of presentation to the Committee.

In the event a joint resolution is not reached any decision by the District will be final and binding.

Matters that proceed through the Committee are not appealable beyond Level III of the grievance process.

ARTICLE VII
PROFESSIONAL LEAVE

A. Personal Leave Days

1. All full-time Members of the Bargaining Unit shall be granted up to two (2) full days of paid leave during the school year for compelling personal reasons which cannot be satisfied at any time other than regular school hours. Whenever possible, sufficient notice shall be given to provide adequate opportunity to obtain a qualified substitute. No justification or reason for the use of the days granted is necessary.

2. Personal leave usage shall be limited to a maximum of ten percent (10%) of the staff on any one day. In the event that applications for personal leave on a given day exceed ten percent (10%) of the staff, priority will be given to the applicants who submitted their written application for leave at the earliest time.

3. Unless the Superintendent grants an exception, personal days shall not be taken at the following times:

a. During the first five (5) days of the student school year.

b. At any time that would extend a school vacation period as scheduled in the school calendar.

c. During the last five (5) days of the student school year.

4. Personal days may be used in half days.

5. Personal days shall accumulate to a maximum of five (5) days. Additional unused personal days shall be banked at the rate of one (1) sick day for one (1) personal day. At the end of each school year, up to two (2) unused personal days may be exchanged for \$100 per day and paid by July 31.

6. Bargaining Unit Members shall be notified of the number of personal days each has for use in the forthcoming school year. Notice shall be given as close as possible to the beginning of the school year.

B. Sick Leave

1. Regular Contract Year

Bargaining Unit Members shall be entitled to ten (10) sick days during the regular ten-month teaching contract year, as provided under the Public School Code. Unused sick leave shall be cumulative from year to year without limitation. Furthermore, Members of the Bargaining Unit with sixteen (16) or more years of employment in the District shall receive two (2) additional days sick leave per year, one (1) of which shall be cumulative.

2. Summer School

Sick leave, as defined by the Public School Code, shall be provided on a pro rata basis for individuals employed to teach in a District-operated Summer School Program. Such Employees shall be entitled to one (1) sick day for each month in which minimum five (5) hour days have been worked. Such sick leave shall be cumulative. Bargaining Unit Members may also use sick leave earned and accumulated during the regular school year.

3. Family Sick Leave

a. Bargaining Unit Members who have accumulated sick leave benefits, excluding benefits that may be available through the Sick Leave Bank, shall be permitted to use five (5) days of said benefits each year, singly or consecutively, with pay, for the purpose of attending to the needs of sick members of the Bargaining Unit Member's immediate family, as said family is defined in Section 1154 of the School Code of 1949, as amended 24 PS 11-1154(b).

b. In the event that the number of days available in Section 3.a. above is insufficient for the intended purpose of the absence, the number of days may be extended, with the approval of the Superintendent or designee, if practicable, as the situation warrants, up to a maximum of fifteen (15) days each year. The Superintendent may request substantial verification of the need for additional time and may investigate in the event that there is a lack of clarity as to the reason(s) for the extension or if there is reasonable suspicion of abuse.

c. All such absences shall be deducted from the Employee's accumulated sick leave.

d. For record-keeping purposes, Bargaining Unit Members shall provide separate written notification of such leave usage, referenced in Section 3.a., to the Director of Human Resources; otherwise, the established administrative procedures for the use of sick leave shall be adhered to in such cases where sick leave is used pursuant to this Section.

e. All notice required in accordance with the use of sick leave for attending family members may be provided subsequent to the usage.

4. Sick Leave Bank

Membership in sick leave bank shall be available to Bargaining Unit Members in accordance with Appendix B of this Agreement entitled Sick Leave Bank and Bank Regulations, attached hereto and made a part hereof.

5. Absence Due to Work-Related Injury

a. Absence of Seven (7) or Less Calendar Days

In the event that a Temporary Professional Employee or Professional Employee in the Bargaining Unit is absent due to a work related accident that has been accepted as such by the District's Workers' Compensation Insurer, pool, or TPA, as applicable, for a period of time of seven (7) calendar days or less, the Employee shall be paid sick leave at the Employee's regular rate, without deducting from the Employee's accrued sick leave, for a number of days equal to the number of days that the Employee is absent due to the work related injury.

b. Absence of More Than Seven (7) Days

In the event that a Temporary Professional Employee or Professional Employee in the Bargaining Unit is absent due to a work related accident that has been accepted as such by the District's Workers' Compensation Insurer, pool, or TPA, as applicable, for a period of time in excess of seven (7) days, the Employee has the following options:

1. The Employee may use accumulated sick leave and be paid his/her regular sick leave rate, with a day-for-day reduction from the Employee's accumulated sick leave for every day of sick leave paid by the District. In such an event, the Employee shall turn over to the District all Workers' Compensation disability or indemnity checks paid by the applicable Workers' Compensation insurer, pool or TPA promptly upon the Employee's receipt of

payments that are attributable to the days for which the Employee was paid by the District in the form of sick leave.

2. The Employee may keep his/her Workers' Compensation in full and be paid an applicable amount of accumulated sick leave that the Employee has available so that the Employee receives, taking into account workers' compensation and sick leave, the full gross amount (less applicable or standard deductions) he or she would have received if working. In such event, the applicable proportionate amount of sick leave paid shall be deducted from the Employee's accumulated sick leave.

3. Under no circumstances shall an Employee's entitlement to Workers' Compensation be subject to the grievance or arbitration provisions of this Agreement.

C. Legal Leave

An Employee in the Bargaining Unit shall be granted paid leave to appear or otherwise participate in legal proceedings when required by the District for District purposes. An Employee may also be granted paid leave at the discretion of the Superintendent for other school related legal proceedings or appearances under subpoena at non-school related proceedings provided the Employee is neither a party to the proceedings nor is appearing as a witness or participant in opposition to the interest or position of the District. In the event the Employee is subpoenaed on behalf of the District on a non-school day, he/she shall be paid at the per diem rate.

D. Jury Leave

Employees called for jury duty shall be paid the difference between compensation for jury service and the school day salary so that no financial gain or loss results from serving as a juror.

E. Military Leave

Leaves of absence for military service and return from such leave shall be governed by the applicable law.

F. Sabbatical Leave

Sabbatical leaves shall be governed by provisions of the Public School Code. The District shall have the right to require any Member of the Bargaining Unit to submit medical certification sufficient to establish eligibility for a sabbatical leave of absence requested for purposes of restoration of health. Sick leave shall not accrue or be accumulated with respect to the time of any sabbatical leave of absence.

G. Leaves of Absence Without Pay

1. Leaves of absence without pay will be consistent with Board Policy and with the right of the School Board to exercise its discretion to deny or grant such leave.

2. Employees who wish to work during the days between the beginning of a semester and the time the disability is effective will be offered the opportunity to serve in an alternative position where disruption to the instructional program will not occur. Alternative positions may include professional contract positions and per diem substitute positions. The Employee will be compensated at the contractual rate for such alternate service. Employees who decline to accept the alternate position will be required to begin the leave of absence at the start of the semester as required by Board Policy.

H. Announcement of Intention to Resign/Retire

A Bargaining Unit Member who is on leave consistent with Radnor School District Policy Number 439 (Uncompensated Leave) shall submit his/her letter of intention to return from said leave or, in the alternative, his/her letter to resign from employment no later than February 28 of the year of the approved leave. Notice of said notice requirement shall be expressly provided to affected Bargaining Unit Members in conjunction with the approval of such leave.

ARTICLE VIII
TUITION ASSISTANCE AND CONFERENCE ATTENDANCE

A. Tuition Assistance

1. The District shall reimburse Bargaining Unit Members in an amount equal to not more than eighty percent (80%) of tuition costs and registration fees at the current Penn State Great Valley rate with an individual cap of \$1800 per person. Assistance will be offered for approved graduate-level courses from a fully accredited college or university within the area of teaching assignment and directly related cognitively and affectively to the established District curriculum and the benefit of students, or part of an approved program of graduate study from a fully accredited college or university leading to an advanced degree directly related to the area of teaching assignment provided that the Employee receives a grade of an “A” or “B” in the class, (or if the class is graded by “pass/fail” only, receives a passing grade), and provided further, that the aggregate cap has not been exceeded. The District shall reimburse Members of the Bargaining Unit in an amount equal to one hundred percent (100%) for tuition costs and registration fees for courses leading to certification in an area that the Superintendent has requested.

2. The applicant must fulfill the requirements and regulations of the Tuition Assistance Reimbursement Plan of the District. The requirements and regulations of said plan will be as determined by the District. No participant shall receive more than one hundred percent (100%) reimbursement for tuition costs from any and all sources. Subject to the limitations below, any unused monies from the annual tuition pool of money shall be evenly distributed to all certificated Employees who have taken courses for that fiscal year. No employee shall be reimbursed beyond the actual cost of his or her tuition and for no more than twelve (12) credits per fiscal year at the current Penn State Great Valley rate.

3. The District shall reimburse Bargaining Unit Members who are on a full year sabbatical leave in an amount equal to not more than eighty percent (80%) of tuition costs and registration fees at the current Penn State Great Valley rate with an individual cap of \$3600 per person. Courses must be approved graduate-level courses or part of an approved program of

graduate study leading to an advanced degree from a fully accredited college or university provided that the Employee receives a grade of an “A” or “B” in the class, (or if the class is graded by “pass/fail” only, receives a passing grade). The District shall reimburse members of the Bargaining Unit in an amount equal to one hundred percent (100%) for tuition costs and registration fees for courses leading to certification in an area that the Superintendent has requested.

4. The aggregate maximum amount to be paid in any one school year by the District to all eligible Members of the Bargaining Unit shall be One Hundred and Fifty Thousand Dollars (\$150,000.00), increasing effective July 1st each year at the same percentage rate as Penn State Great Valley tuition up to a maximum increase of four (4) percent each year, to be implemented on a first-come, first-served basis with completion and submission of required paperwork being used for this purpose. The term “school year” for purposes of this provision shall be defined as the period of time between July 1 and the next June 30. The last day of the course or program will determine the school year for purposes of determining the maximum number of credits to be reimbursed to any Employee.

5. In the event that an Employee who has received reimbursement of tuition pursuant to this Agreement does not remain employed by the District for a period of three hundred and sixty-five days (365) beyond the last day of the course or program for which the Employee was reimbursed, the Employee shall repay to the school district, who will return the funds minus legal fees back to the tuition assistance pool, the amounts paid pursuant to this provision within a time period mutually agreed upon by the District and the Employee. The Employee’s failure or refusal to return the money to the District within the mutually agreed upon payment schedule (which may not be unreasonably lengthy) shall result in interest at the rate of 1 ½ % per month, compounded, plus the Employee’s payment of reasonable attorneys fees and costs in the event that the District must initiate litigation to recover the amounts due and owing. Notwithstanding anything herein to the contrary, a long term substitute who is not rehired by the District after being provided with tuition reimbursement under this Agreement shall not be required to repay tuition reimbursement to the District.

B. Conference Attendance

Employees in the Bargaining Unit may be granted paid leave to attend approved conferences or in-service activities. Attendance must be approved by the Superintendent or his/her designee. Reasonable reimbursement will be made for actual expenses incurred.

C. Advanced Placement Courses; Project Lead the Way; and Curriculum Training

1. Except as otherwise expressly stated in this Agreement, the District shall pay Members of the Bargaining Unit at the hourly rates set forth in Article IV, Paragraph B, of this Agreement for a standard thirty (30) hours for preparatory training courses that permit a Bargaining Unit Member to teach an Advanced Placement ("AP") course provided the course is provided through LaSalle University, Drexel University or Penn State University. Summer preparatory institutes offered by any other educational institution require pre-approval by the Superintendent to be eligible for supplemental pay. In such an event, the highest fee charged by any of the three above referenced institutions shall be used as a measure. In cases where an AP course is not offered at the above named institutions, tuition shall be paid in full if pre-approved by the Superintendent.

2. Project Lead the Way

a. Members of the Bargaining Unit who attended Project Lead the Way ("PLTW") during the summer of 2005 shall not be affected by the agreements set forth in this Article VIII, Paragraph C.

b. Except as otherwise expressly stated in this Agreement, PLTW will be paid prospectively at the following rate, effective with program attendance during the summer of 2006:

i. Eighty (80) hours at the then contractual hourly rate (consisting of two 40-hour weeks, five 8-hour days each) and twenty (20) additional hours of curriculum work to account for conference "homework." This twenty (20) hour figure is equal to the standard hourly rate for new AP courses introduced.

3. Curriculum Training

Except as otherwise expressly stated in this Agreement, other non-District programs providing training for Bargaining Unit Members in curriculum and attended by Bargaining Unit Members at the District's request shall be paid the then contractual hourly rate as per Article IV, Paragraph B of this Agreement.

4. Exception—Graduate Credits

Notwithstanding anything herein to the contrary, if the Member of the Bargaining Unit opts to receive graduate credit for any of the coursework described in this Article VIII, Paragraph C, he/she will be reimbursed according to Article VIII, Paragraph A of this Agreement and supplemental wages will not be paid in such a case.

ARTICLE IX
ASSOCIATION RIGHTS

A. Representation at PSEA and NEA Meetings

1. Any Member of the Bargaining Unit who shall be authorized in writing by the RTEA president to attend a PSEA or NEA meeting shall be granted a leave of absence with pay for such purpose. Such absence shall not be charged to the Employee's sick leave or personal leave. No expenses incident to attendance at such meeting shall be paid by the District, and the RTEA shall pay and reimburse the District all costs and expenses incident to securing any replacement or substitute for such Employee during his/her absence.

2. Utilization of this benefit by the RTEA shall be subject to a limit of twenty (20) days of absence for the Bargaining Unit during each year of this Agreement.

3. The RTEA President will be released from either bus duty or cafeteria duty.

B. Visitation, Mail Facilities, Bulletin Boards, Building Use

1. Duly authorized representatives of the RTEA shall be permitted to transact official RTEA Business on District property. Group presentations in other school buildings within the school day require twenty-four (24) hours notification of the Superintendent, or his/her designee.

2. The RTEA shall have the right to use inter-school and intra-school mail facilities including but not limited to e-mail provided it also distributes District-wide flyers and newsletters to building principals.

3. The RTEA shall be entitled to use bulletin boards for RTEA notices.

4. The RTEA shall be granted the right to use school buildings at all reasonable hours for meetings and other RTEA activities.

5. The RTEA President shall be given a copy of the School Board agenda at the same time the District posts the agenda on the District's webpage.

C. Payroll Deductions

1. The District will, during the term of this Agreement, deduct from the pay of each Member of the Bargaining Unit who shall deliver to the District a written authorization to do so, in a form satisfactory to the District, a prorated amount covering professional association dues in such amounts and over such time periods as is set forth in writing by RTEA.

2. The District also will deduct from the pay of Bargaining Unit Members financial contributions to PACE (Political Action Committee for Education) upon written notification.

3. The District shall disburse the monthly deduction payments to RTEA. All written authorizations for professional dues deductions may be revoked by each Member of the Bargaining Unit effective at the end of the first year or the end of the second year of the term of this Agreement, providing such Member shall have effectively terminated his or her Memberships in NEA, PSEA and RTEA as of that date. Otherwise, such authorizations shall continue in full force and effect until the end of the term of this Agreement.

4. In addition, the District will deduct from the pay of each Member of the Bargaining Unit who shall deliver written authorization of United Way contributions of not less than \$2.00 per month per person.

5. The District shall deduct from the pay of each Member of the Bargaining Unit who participates in annuity plans as have been approved by the District, an amount indicated by the Bargaining Unit Member each pay not to exceed the legal limits.

6. All authorized deductions shall continue unless amended or terminated by the Employee in writing. All costs for payroll deductions will be assumed by the District.

D. Fair Share

1. Each non-Member of RTEA in the Bargaining Unit represented by the RTEA shall be required to pay a fair share fee as provided for by Act 84 of 1988.

2. The District and the RTEA agree to comply with all provisions of said law.

3. If any legal action is brought against the District as a result of any actions it is requested to perform by the RTEA pursuant to this Article, the RTEA agrees to provide for the defense of the District at the RTEA's expense and through counsel selected by the RTEA. The District agrees to give the RTEA reasonable notice of any such legal action brought against it, and agrees to cooperate reasonably with the RTEA in the defense of the case. If the District does not reasonably cooperate with the RTEA, any obligations of the RTEA to provide a defense under this Article shall cease.

4. The RTEA agrees in any action so defended, to indemnify and hold the District harmless for any monetary damages the District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the District or as a result of the District's failure to properly perform its obligations under this Article.

5. All monies deducted by the District will be disbursed to the RTEA on the same basis as other payroll deductions.

6. The RTEA agrees to provide to the Board a copy of that information provided to non-Members of RTEA that is used to gauge the propriety of the fair share fee, as required in part (d) of the Act; and also to make available to the Board a copy of the report that must be filed by statewide employee organizations as required by Section (J) of the Act.

7. If any provision or application of this provision is held to be contrary to law, that provision or application shall not be deemed valid except to the extent permitted by law.

ARTICLE X
SENIORITY FURLOUGHS

A. The provisions of Act 97 and 1979 shall prevail regarding seniority furloughs except that Section 1125.1(a), 24 P.S. §11-1125.1(a), shall be superseded by the following:

Professional employees shall be suspended under Section 1124 (relating to causes for suspension) in inverse order of seniority within the school entity of current employment. Seniority shall continue to accrue during suspension. During approved unpaid leaves of absence for the purpose of child rearing, health, study or election to Association state or national office, seniority shall accrue for one year. Seniority accrual during any continuous period of the above Board-approved unpaid leave(s) of absence shall be limited to a maximum of one (1) year.

B. A suspended Bargaining Unit Employee shall be offered an available temporary position for which he/she is certified. A position shall be considered "available" if and when the District determines it needs to be filled as a result of any pre-approved leave. The Bargaining Unit Employee is not required to accept a percentage of a position less than the percentage from which he/she was furloughed. However, if he/she accepts less, he/she is no longer entitled to the original percentage of position, unless that position subsequently becomes open. Percentage positions shall be offered to suspended Bargaining Unit Employees before being offered to non-Bargaining Unit Members.

C. Bargaining Unit Employees who are to be suspended shall be notified prior to Board approval of the suspension. The District will make every effort to meet with the RTEA prior to furloughing or suspending Bargaining Unit Employees to explore options to avoid such furloughs or suspensions. The Parties understand that any decision to furlough or suspend Employees rests entirely with the Board and any alleged violation of this Section C may not be grieved.

D. Suspended Bargaining Unit Employees shall not be prevented from engaging in other occupations during suspension. Suspended Bargaining Unit Employees enrolled in a college program during suspension may delay acceptance of recall until the end of a current semester.

ARTICLE XI
GRIEVANCE PROCEDURE

Grievances shall be resolved in accordance with the grievance procedure set forth in Appendix C attached hereto and made a part hereof.

ARTICLE XII
MANAGEMENT PREROGATIVES

In addition to other functions and responsibilities which are not otherwise specifically mentioned herein, the District has and will continue to retain the sole and exclusive right and responsibility to determine and decide 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 District, standards of services, overall budget, utilization of technology, organizational structure and selection and direction of personnel. In addition, the District reserves the exclusive right to direct, manage and control all operations of the District, and to determine the employment, classifications and initial and subsequent assignment of Employees and Members of the Bargaining Unit, the schedules and hours of work, the number of Employees required, to select and hire Employees, to suspend or discharge Employees consistent with existing legislation, and to make, apply and enforce rules and regulations. All rights and powers conferred upon the District by the laws of the Commonwealth of Pennsylvania are hereby expressly reserved to the District. Employees shall comply with applicable law, rules and regulations, including applicable law pertaining to continuing education, certification, and standards pertaining to being highly qualified.

ARTICLE XIII
DISCIPLINARY ACTIONS

1. The District and RTEA expressly agree that the District and the Administration shall have the right to discipline an Employee for just cause.

2. Disciplinary actions which the District or Administration may take, provided that just cause exists, shall include, but shall not be limited to, oral reprimand, written warning, written reprimand, suspension from employment duties with or without pay, demotion, unsatisfactory ratings, or dismissal, subject to paragraphs four and six hereof.

3. This Article shall apply to disciplinary actions only and shall not apply to retirements, suspensions (reduction in force as provided for by sections 1124 and 1125.1 of the School Code), non-disciplinary transfers, non-disciplinary demotions, abandonment of contract, resignation, or other changes in Professional Employee status which are initiated by the Employee, or which are initiated by the District for reasons other than for the purpose of discipline of a Professional Employee for cause.

4. This Article shall apply to disciplinary actions taken against Temporary Professional Employees except that it shall not apply to dismissal or non-renewal of a Temporary Professional Employee. The parties hereto agree that dismissal or non-renewal of a Temporary Professional Employee may not be grieved or arbitrated.

5. In determining whether cause exists for dismissal of a tenured Professional Employee, that term shall specifically include, but shall not be limited to, just cause, or any conduct or action by a tenured Professional Employee which would lawfully provide a proper basis for dismissal pursuant to section 1122 of the Public School Code of 1949, 24 P.S. §11-1122, and interpretations thereof by Pennsylvania Courts and/or the Secretary of Education.

6. In the event that the Superintendent shall recommend to the Board that a tenured Professional Employee be dismissed, that recommendation and the reasons therefore shall be transmitted in writing to the Board President and the Employee involved. Within ten (10) days after receipt by the Employee involved of such recommendation, he/she shall elect in writing whether he/she elects to proceed under the sections 1121 through 1131 of the School Code, 24 P.S. §§11-1121 to 11-1131, or in accordance with the grievance procedure set forth in this Agreement, beginning at Step IV. Tenured Professional Employees whose dismissal for cause has been recommended may follow the grievance procedure or request a hearing pursuant to sections 1121 through 1132 of the School Code, 24 P.S. §§11-1121 to 11-1131, but not both.

ARTICLE XIV NO STRIKE - NO LOCKOUT PROVISIONS

The RTEA as the Bargaining Agent agrees that Members of the Bargaining Unit shall not engage in any strike, as defined in Article III, Section 301(9) of Act 195, and Act 88 of 1992, during the term of this Agreement, and the District agrees that it will not conduct, or cause to be conducted,

a lockout during the term of this Agreement. Anything to the contrary notwithstanding, the provisions of this paragraph shall not be deemed to preclude a strike, as defined above, by the Members of the Bargaining Unit after the collective bargaining processes set forth in Sections 801 and 802 of the Public Employee Relations Act, have been completely utilized and exhausted; unless or until such a strike creates a clear and present danger or threat to the health, safety or welfare of the public, in which case the provisions of Section 1003 of the Public Employee Relations Act shall apply. Further, any such strike during the pendency of such collective bargaining procedures shall be prohibited in accordance with Section 1002 of the Public Employee Relations Act.

ARTICLE XV
MEET AND DISCUSS PROVISIONS

The parties hereto agree to comply with the "Meet and Discuss" provisions of Act 195. Members representing the District shall include a mix of Board Members and administrators or others. No more than five (5) representatives shall be present on behalf of either party.

ARTICLE XVI
NO REPRISALS

No reprisals, or claim of any kind whatsoever, shall be made by the District against the RTEA, its officers, representatives or Members as a result of any action taken, or not taken, by any of the foregoing between August 31, 1986 and September, 23, 1986.

ARTICLE XVII
GENERAL PROVISIONS

A. Individual Contracts

Any individual agreement between the District and an Employee shall be subject to and consistent with the terms and conditions of this Agreement and Section 1121 of the Public School Code.

B. Severability and Waiver

1. In the event any part of this Agreement shall be held by a court of competent jurisdiction or other adjudicatory body to be contrary to or in conflict with applicable law, the validity and enforceability of the remaining provisions hereof shall not be affected thereby. It is further agreed that within twenty (20) calendar days of receipt of notification that a provision is null and void, negotiations shall commence, during which a new agreement on such matter shall be reached. In the event agreement is not reached within forty (40) calendar days after negotiations have begun, the matter shall be referred to non-binding mediation.

2. The parties agree that all negotiable items have been presented by both parties and have been discussed during the negotiations leading to this Agreement, that 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 signed by the parties, and that this Agreement contains the entire understanding of the parties and may not be amended other than in writing signed by the parties.

C. Headings

Any headings preceding the text of the several Articles hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

D. Appendices

The only Appendixes that are a part of this Agreement and incorporated herein by this reference are as follows:

- a. Salary matrixes A-1 through A- 3 inclusive;
- b. Appendix B, relating to the Sick Leave Bank;
- c. Appendix C, relating to the Grievance and Arbitration processes;
- d. The FMLA Policy;

e. The letter dated September 8, 1992, relating to the evening school program; and

f. The Memorandum of Understanding pertaining to retiree health care benefits.

E. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

RADNOR TOWNSHIP
SCHOOL DISTRICT

RADNOR TOWNSHIP
EDUCATION ASSOCIATION

By: *Ruthia J. Salombr*

Date 5/31/18

By: *Jusan E. Stern*

Date 6/5/18

By: *Michelle A. Dickow*

Date 6/8/2018

By: *[Signature]*

Date 6-7-18

By: *[Signature]*

Date 6/7/18

By: *[Signature]*

Date 6-7-18

By: _____

Date _____

APPENDIX A

SALARY SCHEDULES

1. All credits for initial salary placement must be verified with the Superintendent or his/her designee no later than October 15 of each school year, and only graduate credits will be honored for placement on the salary schedule.
2. Lane change adjustments of existing salary, based on additional credits as outlined in this Agreement, shall be submitted to and verified by the Superintendent no later than October 1 of each school year. The resulting increase in salary will be made retroactive to the first pay of September of that school year. This salary adjustment will occur no later than the last pay of October.
3. The District shall not be held legally or financially responsible for incorrect initial salary placement after November 15, 1983.
4. Employees earning a Master's equivalency subsequent to August 31, 1986 may not progress to the Master's Plus track of the salary schedule without an earned Master's degree. Present District Employees as of August 31, 1986 are exempt from this provision.
5. All credits applicable to salary advancement must be approved graduate-level courses from a fully accredited college or university within the area of teaching assignment and directly related cognitively and affectively to the established District curriculum and the benefit of students, or part of an approved program of graduate study from a fully accredited college or university leading to an advanced degree directly related to the area of teaching assignment, and which are determined by the Superintendent, or his/her designee, to be of benefit to the District as justified by the employee.

18-19

STEP	BA	BA+24	BA+30/ M	BA+45/ M+15	B+60/ M+30	M+45	M+60/ PhD
1	50,900	52,900	56,000	57,000	58,000	59,000	60,000
2	51,900	53,900	57,000	58,000	59,000	60,000	61,000
3	52,900	54,900	58,000	59,000	60,000	61,100	62,000
4	53,800	55,800	59,000	60,000	61,000	62,400	63,500
5	55,440	57,440	60,760	61,760	62,760	64,240	65,720
6	56,700	58,700	63,100	64,100	64,700	66,700	68,000
7	58,580	60,850	65,020	65,930	66,570	68,200	69,920
8	60,345	61,920	66,855	67,770	68,430	70,195	71,875
9	61,680	63,230	68,770	69,770	70,410	71,860	73,580
10	62,700	64,300	70,400	71,300	71,900	73,100	74,900
11	63,900	65,500	73,300	74,200	74,800	76,000	77,400
12	65,500	67,500	77,400	78,600	79,400	80,600	82,000
13	68,000	70,500	83,250	84,450	85,450	86,750	88,250
14	73,300	75,400	91,950	93,250	94,450	95,850	97,550
15	100,365	102,765	103,625	105,240	106,825	108,454	110,225

Employees on Step 15 during the 2017-2018 school year will receive a lump sum payment of \$1,500 payable the second pay in October 2018.

19-20

STEP	BA	BA+24	BA+30/ M	BA+45/ M+15	B+60/ M+30	M+45	M+60/ PhD
1	51,100	53,100	56,200	57,200	58,200	59,200	60,200
2	52,100	54,100	57,200	58,200	59,200	60,200	61,200
3	53,100	55,100	58,200	59,200	60,200	61,290	62,200
4	54,300	56,300	59,300	60,300	61,300	62,660	63,750
5	55,940	57,940	61,140	62,140	63,140	64,560	65,980
6	56,700	58,700	63,100	64,100	64,700	66,700	68,000
7	58,604	60,874	65,041	65,951	66,593	68,220	69,937
8	60,645	62,220	67,140	68,060	68,740	70,460	72,100
9	62,130	63,680	69,198	70,198	70,868	72,280	73,940
10	63,750	65,350	71,380	72,298	72,968	74,133	75,793
11	64,700	66,300	73,870	74,730	75,370	76,550	77,910
12	66,500	68,500	77,860	78,990	79,810	80,990	82,350
13	69,000	71,500	83,725	84,905	85,905	87,175	88,625
14	73,900	76,000	92,355	93,625	94,805	96,165	97,995
15	101,365	103,765	104,625	106,240	107,825	109,454	111,225

Employees on Step 15 during the 2018-2019 school year will receive a lump sum payment of \$2,000 payable in the second pay of October 2019.

20-21

STEP	BA	BA+24	BA+30/ M	BA+45/ M+15	B+60/ M+30	M+45	M+60/ PhD
1	51,100	53,100	56,200	57,200	58,200	59,200	60,200
2	52,100	54,100	57,200	58,200	59,200	60,200	61,200
3	53,100	55,100	58,200	59,200	60,200	61,290	62,200
4	54,300	56,300	59,300	60,300	61,300	62,660	63,750
5	55,940	57,940	61,140	62,140	63,140	64,560	65,980
6	56,700	58,700	63,100	64,100	64,700	66,700	68,000
7	58,604	60,874	65,041	65,951	66,593	68,220	69,937
8	60,645	62,220	67,140	68,060	68,740	70,460	72,100
9	62,130	63,680	69,198	70,198	70,868	72,280	73,940
10	63,750	65,350	71,380	72,298	72,968	74,133	75,793
11	64,700	66,300	73,870	74,730	75,370	76,550	77,910
12	66,500	68,500	77,860	78,990	79,810	80,990	82,350
13	69,000	71,500	83,725	84,905	85,905	87,175	88,625
14	73,900	76,000	92,355	93,625	94,805	96,165	97,995
15	102,365	104,765	105,625	107,240	108,825	110,454	112,225

Employees on Step 15 during the 2019-2020 school year will receive a lump sum payment of \$1,500 payable in the second pay of October 2020.

21-22

STEP	BA	BA+24	BA+30/ M	BA+45/ M+15	B+60/ M+30	M+45	M+60/ PhD
1	51,700	53,700	56,800	57,800	58,800	59,800	60,800
2	52,700	54,700	57,800	58,800	59,800	60,800	61,800
3	53,700	55,700	58,800	59,800	60,800	61,890	62,800
4	54,900	56,900	59,900	60,900	61,900	63,284	64,390
5	56,540	58,540	61,740	62,740	63,740	65,160	66,580
6	57,300	59,300	63,700	64,700	65,300	67,300	68,600
7	59,204	61,474	65,641	66,551	67,193	68,820	70,537
8	61,245	62,820	67,740	68,660	69,340	71,060	72,700
9	62,730	64,280	69,798	70,798	71,468	72,880	74,540
10	64,350	65,950	71,980	72,898	73,568	74,733	s absen
11	65,300	66,900	74,470	75,330	75,970	77,150	78,510
12	67,100	69,100	78,460	79,590	80,410	81,590	82,950
13	69,750	72,250	84,475	85,655	86,655	87,925	89,375
14	74,950	77,050	93,405	94,675	95,855	97,215	99,045
15	103,365	105,765	106,625	108,240	109,825	111,454	113,225

Employees on Step 15 during the 2020-2021 school year will receive a lump sum payment of \$2,000 payable the second pay in October 2021.

22-23

STEP	BA	BA+24	BA+30/ M	BA+45/ M+15	B+60/ M+30	M+45	M+60/ PhD
1	52,450	54,450	57,550	58,550	59,550	60,550	61,550
2	53,450	55,450	58,550	59,550	60,550	61,550	62,550
3	54,450	56,450	59,550	60,550	61,550	62,640	63,550
4	55,650	57,650	60,650	61,650	62,650	64,064	65,190
5	57,290	59,290	62,490	63,490	64,490	65,910	67,330
6	58,050	60,050	64,450	65,450	66,050	68,050	69,350
7	59,954	62,224	66,391	67,301	67,943	69,570	71,287
8	61,995	63,570	68,490	69,410	70,090	71,810	73,450
9	63,480	65,030	70,548	71,548	72,218	73,630	75,290
10	65,100	66,700	72,730	73,648	74,318	75,483	77,143
11	66,050	67,650	75,220	76,080	76,720	77,900	79,260
12	67,850	69,850	79,210	80,340	81,160	82,340	83,700
13	70,500	73,000	85,225	86,405	87,405	88,675	90,125
14	75,700	77,800	94,155	95,425	96,605	97,965	99,795
15	104,365	106,765	107,625	109,240	110,825	112,454	114,225

Employees on Step 15 during the 2021-2022 school year will receive a lump sum payment of \$2,000 payable the second pay in October 2022.

APPENDIX B

Sick Leave Bank and Bank Regulations - will provide as follows:

1. Membership in the Bank shall be voluntary and shall not be initially put into effect unless sixty-five percent (65%) of the Bargaining Unit choose to join. In the event that sixty-five percent (65%) Membership cannot be obtained by January 1, 1991, the parties will meet and discuss possible modifications of these regulations.

2. Initial applications for Membership will be submitted to the RTEA in writing. After the Bank is put into effect initially, Employees may join only upon written application to the Bank Committee between May 15th and June 15th of the year preceding their Membership. Newly hired Employees may join no later than October 15th of the school year.

3. Charter Members will contribute one (1) accumulated day of sick leave to the Bank, or at their option, one (1) day of personal business leave. Except as otherwise provided in these regulations, an additional contribution of one (1) day shall be required of all Members at the beginning of the second year and each subsequent year of Bank operation. Members joining in subsequent years will be required to contribute one (1) day for each year that the Bank has been in operation, except newly hired Employees who need contribute only one (1) day.

4. Contributed days shall remain in the Bank and may not be withdrawn for any individual reason. If Membership in the Bank falls below fifty percent (50%), Bank operation shall be suspended. At the time of suspension, those receiving Bank benefits will continue to receive them up to maximum withdrawal. The parties shall, at the request of either, meet and discuss concerning possible modification of these regulations.

5. In the event contributed days become depleted during the operation of the Bank, the Bank Committee may, at its discretion, assess further contributions against its Members or suspend operation of the Bank until the beginning of the next school year.

6. Bank benefits shall be available to any Member under the conditions set forth in these regulations for illness or disability normally covered by sick leave. Bank benefits shall not be available to Employees on child rearing leave or other long term leaves of absence, except extended sick leave.

7. Initial withdrawal of Bank Benefits shall not commence until a Member has exhausted all of his or her accumulated sick leave and ten (10) additional days of absence have been suffered without pay. If the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to eligibility for withdrawal. By majority vote of the Bank Committee, required days of absence without pay may be reduced to not less than five (5) in any individual case for good cause.

8. The Sick Leave Bank Committee (The Bank Committee) shall consist of two (2) Members of the Bargaining Unit, selected by the RTEA, and two (2) Members of the Administration or Board, selected by the Superintendent or the Board. The Committee shall grant requests for withdrawal of benefits from the Bank where they determine the requesting Member meets the qualifications of the Bank regulations.

9. Maximum withdrawal from the Bank in the initial year of Membership for each Employee shall be equal to the number of accumulated sick days of that Employee on the day he or she joins the Bank. By majority vote of the Bank Committee, maximum withdrawal in individual cases may be increased for first and second year teachers, respectively, to twenty (20) and twenty-five (25) days. In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness. One illness shall mean (a) continuous absence for one illness; (b) continuous absence for one illness with return to work for fewer than sixty (60) days.

10. Maximum withdrawal in subsequent years of Membership for each Employee shall be increased by ten (10) less the number of days sick leave taken by the Employee in the previous school year. In any event, maximum withdrawal shall be increased by one (1) day if an additional day is contributed, and shall continue to be limited to one hundred (100) days for any one illness.

11. The Bank Committee may require of any Employee using the Bank benefits a doctor's report, examination by a physician, progress reports on any illness, or such other steps as may be reasonably necessary to protect the integrity of the Bank and prevent abuse of its benefits.

The Board retains its right under the School Code to require a statement from a physician or other practitioner prior to payment of sick leave, whether or not payable out of Bank benefits.

12. If the Bank accumulates one thousand five hundred (1,500) days as of September 1st of any year, further donations may be waived except for newly joining Members.

13. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School Code or other applicable statutes by an Appellate Court of last resort or other Court of competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform with such decisions. In the event of dissolution the days shall be returned pro rata to the Members. On request of the RTEA, the parties will meet and discuss concerning implementation of a new Bank complying with the legal requirements of such decision or opinion.

14. Bank operation shall be suspended at the end of any school year in the event of substantially increased use of accumulated sick leave benefits among Members of the Bank. An increased incidence of sick leave absence by the Members in excess of twenty percent (20%) over averages per year since 1988-1989 levels shall, in the absence of an epidemic or other such discernible cause, be deemed conclusive evidence justifying such suspension. In the event of a suspension of Bank operation under the provisions of this section, the parties shall meet and discuss concerning appropriate modifications of these regulations to allow renewed operation of the Bank.

15. At the discretion of the Bank Committee, any individual Member of the Bank may be permitted to donate sick days from his/her own accumulated sick leave to any other Bank Member who has exhausted his/her own sick leave and utilized his/her maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all such transactions must be approved and documented in writing by the Bank Committee prior to the donation. Such donated days may not be subsequently repaid to the donor by the recipient. The maximum donation allowable by any one donor shall be two (2) days per year. The maximum donation receivable by any one individual for any one illness shall be fifty (50) days. Employees who retire may donate accumulated sick days to the Bank.

16. All records pertaining to operation of the Bank shall be maintained by the Bank Committee. Costs, if any, of such maintenance of records in excess of \$25.00 per year shall be shared equally by the Board and the RTEA, and shall be approved by a majority of the Bank Committee.

APPENDIX C
GRIEVANCE PROCEDURE

I. **DEFINITION**

A grievance is a claim by a Member of the Bargaining Unit that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

II. **PURPOSE**

The purpose of this procedure is to secure equitable solutions, at the lowest possible administrative level, to disputes which may arise as to matters set forth in the paragraph entitled "Definition". Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate Member of the administration and having the grievance adjusted without the intervention of the RTEA, provided the adjustment is not inconsistent with the terms of this Agreement.

III. **DEFINITIONS AND GENERAL PROCEDURES**

A. The term "days" when used in this Article shall mean school days. If the last day of any time period or time limit specified in this Article falls on a non-school day, the time period or limit shall be extended to the next following school day.

B. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level shall be considered a maximum. Failure to appeal the grievance at any step of the procedure within the prescribed time limit will make the grievance void and the decision at the previous step shall be final. By mutual written Agreement, extensions to the time limits for appeal may be made at any step of the procedure.

C. All grievances shall be presented as soon as practical after the occurrence upon which the same is based, but in no event later than twenty (20) days after the grievant knew or reasonably should have known of the occurrence. The failure to submit a written grievance within such period shall constitute a bar to further action thereon.

D. In the event any Member of the Bargaining Unit or the RTEA exercises any right of appeal to Court or an administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this procedure or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such an appeal is filed. In the event that the Court or agency defers to the grievance procedure, the grievance may subsequently be processed.

E. A Member of the Bargaining Unit may be accompanied or represented by an RTEA Representative and may request advice from the RTEA or its state and national affiliates at any step of this grievance procedure.

F. The District shall not discriminate or retaliate against any Member of the Bargaining Unit involved in the grievance process.

G. The RTEA may file a class action grievance on behalf of more than one Employee beginning at Level II of the grievance procedure.

LEVEL I

A. The parties agree that a sincere attempt should be made to resolve any grievance on an oral basis with the Employee's immediate supervisor within the twenty (20) day limitation on the submission of the grievance in writing.

B. In the event that the grievance is not resolved orally, the RTEA or any Member(s) of the Bargaining Unit initiating a grievance shall present the grievance in writing on a form agreed to by the parties to the building principal or immediate supervisor within twenty (20) days after the grievant(s) knew or reasonably should have known of the occurrence upon which the grievance is based. Such written grievance shall contain a statement of the grievance, the provisions of the Agreement which are claimed to be involved, and the remedy sought. If the grievance involves more than one school building, it shall be filed with the Superintendent.

C. Within three (3) days of receipt of the grievance form, the principal, or immediate supervisor (or the Superintendent or his/her designee (if the grievance involves more than one school building)), shall meet with the RTEA or the grievant(s) in an effort to resolve the grievance. Disposition of the grievance shall be made in writing within three (3) days of such meeting, and a copy shall be furnished to the grievant(s) and to the RTEA.

LEVEL II

A. If the RTEA or the grievant(s) is not satisfied with the disposition of the grievance, the RTEA or the grievant(s) shall transmit the grievance together with a written statement of the reasons for dissatisfaction with the disposition of the grievance to the Superintendent's office within ten (10) days of receipt by the grievant and the RTEA of the principal's or the immediate supervisor's written disposition.

B. Within ten (10) days the Superintendent or his/her designee shall meet with the grievant(s) and/or with the grievant's representative and shall thereafter indicate his or her disposition of the grievance in writing within ten (10) days of such meeting, and shall furnish a copy thereof to the grievant(s) and to the RTEA. In the case of a grievance involving more than one building, if there is no satisfactory disposition made at Level I, the grievance shall move directly to Level III.

LEVEL III

A. If the RTEA or the grievant(s) is not satisfied with the disposition of the grievance by the Superintendent or his/her designee, the RTEA or the grievant(s) shall transmit the grievance together with a written statement of the reasons for dissatisfaction with the disposition of the grievance to the School Board by filing a written copy thereof with the Board Secretary or a designee of the Board within ten (10) days of receipt by the grievant(s) and the RTEA of the Superintendent's written disposition. The Board, no later than its next regular meeting or four (4) calendar weeks, whichever shall be later, shall hold a hearing on the grievance in an executive session with the grievant(s) and his/her RTEA representative present.

B. Disposition of the grievance in writing by the Board shall be made no later than ten (10) days thereafter. A copy of such disposition shall be furnished to the grievant and to the RTEA.

LEVEL IV

A. If the action in Level III fails to resolve the grievance to the satisfaction of the RTEA, the RTEA may refer the grievance to binding arbitration as provided in Section 903 of Act 195 by filing written notice of desire to arbitrate with the Board Secretary or a designee of the Board together with a written statement of the issue or issues to be submitted to arbitration within thirty (30) days after receipt by the grievant and the RTEA of the written disposition of the grievance by the Board at Level III. If the grievance fails to meet the criteria of Section 903 of the Act, the decision of the School Board in Level III shall be final.

B. Each case shall be considered on its merits and the Agreement shall constitute the basis on which the decision shall be rendered. The arbitrator shall first rule on the arbitrability of the grievance if so requested. The arbitrator shall be without power or authority to alter, amend or modify any of the terms of this Agreement, or to make any decision which requires the commission of an act prohibited by law or which violates the terms of this Agreement, or the rules and regulations of the Board which were in existence upon the effective date of this Agreement, or which were promulgated thereafter but are not inconsistent with the terms of this Agreement. The arbitrator shall be requested to render his/her decision in writing within thirty (30) days of the date of the hearing unless otherwise mutually agreed by the parties. The fee of the arbitrator shall be divided between the Board and the RTEA. Arbitration shall be conducted by the Bureau of Mediation.

APPENDIX D

Radnor Township School District Policy on Family Medical Leave #435

In accordance with the Family and Medical Leave Act of 1993 (FMLA), the Radnor Township School District affords its eligible Employees leave as set forth in the policy.

I. DEFINITIONS

To the extent that this policy employs terms, which are defined in the FMLA or in the regulations interpreting it, those definitions are incorporated into this policy.

II. ELIGIBLE EMPLOYEES

Only eligible employees are entitled to FMLA leave. An eligible employee is an employee who has satisfied all of the following conditions:

- A. He/she has been employed by the District for at least twelve (12) months, which need not have been consecutive, prior to the commencement of the leave; and,
- B. He/she has worked for the District for at least 1,250 hours over the twelve-month period immediately prior to the commencement of the leave or he/she is assumed to have worked for the District for enough hours to qualify for coverage, in accordance with 29 CFR 825.110.
- C. He/she works at a location within 75 miles of which the District employs at least 50 employees.

III. REASONS FOR LEAVE

The District will grant FMLA leave for the following reasons:

- A. Birth of a child or placement of a child with the employee for adoption or foster care. Leave for this purpose must end within one year after the birth or placement;
- B. A serious health condition of the employee's spouse, child, or parent; or
- C. A serious health condition that makes the employee unable to perform the employee's job.

IV. LENGTH OF LEAVE

A. Eligible employees are entitled to up to twelve (12) weeks of FMLA leave in each twelve (12) month period beginning on the anniversary date of the employee's employment. Eligible employees are entitled to leave as long as a physician (or other legally qualified health care provider) certifies that the condition (or condition of the family Member) necessitates an absence; provided, however, that medical certification shall not be required in cases relating to adoption or foster placement.

B. Spouses employed by the District are limited to:

1. A combined total of twelve (12) weeks of leave for the birth of a child or for placement with them of a child for adoption or foster care; and
2. A combined total of twelve (12) weeks of leave to care for a parent or child who has a serious health condition.
3. A total of twelve (12) weeks of leave for each employee for a serious health condition that causes either employee to be unable to perform his/her job.

V. BENEFITS DURING LEAVE

FMLA leave is unpaid leave. However, whenever group insurance is provided to an employee before the employee takes FMLA leave, the District shall maintain all of the employee's coverage under any group plan during the leave on the same terms as if the employee continued to work. This shall include, but shall not be limited to medical, surgical, major medical, hospitalization, prescription, vision, dental, disability and life insurance coverage.

A. If an employee fails to return to work following the exhaustion of FMLA leave because of a serious health condition, the District will require the employee to provide medical certification of the condition within 30 days of the District's request for such certification.

B. If the employee does not return to work at the end of the twelve (12) week FMLA period, the employee will be entitled to continued health care coverage under COBRA.

C. Where FMLA leave is unpaid, the employee's share, if applicable, of group health plan premiums will be paid to the District. Employee payments must be made according to the employer's existing rules for payment by employees on leave without pay (monthly). Payments shall be due on the first day of the month following the last day of paid leave. In the event that an employee's payment is not made within 30 days of the date on which it is due, the District's obligation to maintain health coverage will cease.

VI. REINSTATEMENT AFTER LEAVE

At the conclusion of FMLA leave, employees shall be restored to their original position with equivalent pay, benefits, and all other employment terms as if they had not taken such leave. However, the employee has no greater right to reinstatement or other benefits or conditions of employment than if the employee had been continuously employed during the leave period.

VII. LIMITATIONS ON FMLA LEAVE

A. Intermittent leave or reduced leave schedule:

1. Intermittent leave or a reduced leave schedule may be taken for a serious health condition where this is medically necessary.

2. Intermittent leave or a reduced leave schedule may not be taken for the birth of a child or for placement of a child for adoption or foster care; provided, however, that a serious health condition that occurs to a parent or child following childbirth, adoption and/or foster placement shall be considered proper grounds for the granting of intermittent leave or a reduced leave schedule, if same is medically necessary.

3. When intermittent leave or leave on a reduced leave schedule is requested based on planned medical treatment, the District may require the employee to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Alternatively, the District may alter an existing job to better accommodate the employee's need for intermittent or reduced leave. The alternative or altered position must have equivalent pay and benefits, but may include duties that are not equivalent.

4. Intermittent leave may be taken in a minimum of one-quarter (1/4) day increments.

B. When FMLA leave is needed to care for a family Member or for the employee's own illness and is for planned medical treatment, the employee must try to schedule treatment so as not to disrupt the employer's operation unduly. The attending physician must be agreeable to any changes in the scheduling of planned medical treatment.

C. Special limitations on FMLA leave for instructional employees:

1. Leave taken near the end of an academic term (or half-year).

The District may require the instructional employee to continue his/her FMLA leave to the end of the term if:

a. The leave begins more than five weeks before the term's end, will last at least three weeks, and the employee would return to work within three weeks of the end of the term; or,

b. The leave is for a purpose other than the employee's serious health condition, begins during the five-week period before semester's end, will last more than two weeks, and the employee would return during the two-week period before the end of the term; or,

c. The leave is for a purpose other than the employee's own serious health condition, begins during the three-week period before the end of a term, and will last more than five days. The entire period of leave taken counts as FMLA leave. However, if the annual FMLA leave entitlement of an employee who is required to take leave until the end of an academic term ends before the leave is completed the District will still maintain all benefits, reinstate the employee, and provide other FMLA entitlements when the leave ends. No penalty shall be assessed against an employee who is requested or required by the District to extend her/his leave in accordance with FMLA provisions relating specifically to instructional employees noted hereinabove.

2. Use of intermittent leave or reduced leave schedule.

If an eligible instructional employee requests intermittent leave or leave on a reduced leave schedule based on a foreseeable planned medical treatment, and if the employee would be on leave for more than twenty percent (20%) of the total number of working days over the period of leave, then the District may require the employee to chose either of the following:

a. To take the leave for a period or periods not greater than the duration of the planned treatment and any related recovery period; or

b. To transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave than does the employee's regular position.

VIII. APPLICATION FOR FMLA LEAVE

A. Employees must give 30 days notice of their need for FMLA leave where the need for the leave is foreseeable or such notice as is practicable under the circumstances.

B. If notice is not given as required in paragraph VIII.A. above, the District may delay the leave until at least 30 days after the employee gives notice of the need for FMLA leave.

C. Employees must provide a reasonable number of periodic reports during FMLA leave regarding the employee's status and intent to return to work.

D. Should an employee intend to return to work prior to the exhaustion of leave, every effort shall be made to provide as much advanced notice to the District as is practicable.

IX. CERTIFICATION OF SERIOUS HEALTH CONDITION AND CERTIFICATION OF FITNESS FOR WORK

A. Employees must provide medical certification supporting the need for leave due to a serious health condition of the employee or an immediate family Member.

B. In the event that the District has reason to question or doubt the validity of the medical certification, employees may be required to provide second, and, where the first and second opinions differ, a third medical opinion regarding the need for leave due to a serious health condition. Second and third opinions shall be at the expense of the District and the third opinion, if requested by the District, shall be rendered by a provider jointly selected by the District and the affected employee. Any third opinion shall be binding on the parties. The District will deny leave until the required certification is supplied.

C. Employees must provide recertification of medical conditions every thirty days, or a reasonable number of reports, as allowed by the FMLA.

D. An employee who takes FMLA leave because of the employee's own serious health condition must provide certification that he/she is able to resume work provided:

1. The employee has been absent from work as a result or combination of the serious health condition for ten (10) consecutive days or more. The District may deny reinstatement until the requested certification is provided.

X. NOTICE TO EMPLOYEES OF THEIR RIGHTS AND OBLIGATIONS UNDER THE FMLA.

A. The District will post a notice, as required by the FMLA, explaining the provisions of the FMLA.

B. The District will maintain, in its policy book, a policy intended to comply with the FMLA.

C. When an employee gives notice of his/her need for FMLA leave the District will inform the employee of the following:

1. His/her rights and obligations under the FMLA, including any obligation the employee may have to make contributions toward benefits; and,

2. What may happen if the employee fails to meet those obligations.

3. A copy of said notice to employees is attached hereto and incorporated herein by reference.

XII. MAINTENANCE OF RECORDS

The District will comply with the record keeping requirements of the FMLA.

XIII. DISTRICT DISCRETION

Except as set forth in this policy, the District reserves the right to exercise all discretion afforded it pursuant to the FMLA.

XIV. COMPLIANCE WITH THE FMLA

This policy is intended to comply with the requirements of the FMLA. To the extent that it fails to do so, the provisions of the FMLA shall prevail.

XV. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

This policy is a result of negotiations between the Radnor Township Education Association, PSEA/NEA and the Radnor Township School District under provisions of the Public Employee Relations Act, 43 P.S. 1101.101 et seq. (Act 195). This policy shall comport with the parties' Collective Bargaining Agreement, current and future, and shall not conflict with any provisions of same. In the event of a conflict, the provisions of the then current Collective Bargaining Agreement shall control.

First Reading: October 14, 2003
Second Reading and Approval: December 16, 2003
Board of School Directors
Radnor Township School District
Wayne, Pennsylvania 19087

APPENDIX E

September 8, 1992

Mr. Dan Drew
Radnor Township Education Association
Radnor High School
130 King of Prussia Road
Radnor, PA 19087

Dear Dan:

If an evening school program is reinstated to Radnor High School, personnel implementation issues will be discussed by representatives of the Radnor Township School Board and Radnor Township Education Association.

Very truly yours,

R. Alan Miller
Chief Negotiator
Radnor Township School District

SIDE LETTERS

On-Line Learning

In the event the District develops a new program or revises an existing program to be primarily delivered on-line and offered to students outside of Radnor Township School District, the District will comply with its legal obligation to bargain over mandatory wages, hours and terms and conditions of employment.

Professional Appraisal Plan and Observation Report

The Parties agree to modify the Professional Appraisal Plan and the Observation Report, as attached hereto.