



Ridley School District

And

The Ridley Education Association

Collective Bargaining Agreement

2023-2024

2024-2025

2025-2026

2026-2027



Ridley School District and The Ridley Education Association
Collective Bargaining Agreement
Table of Contents

<u>SECTION</u>	<u>PAGE</u>
Table of Contents	i
Article	
1. Recognition	1
2. Term of Agreement.....	1
3. Medical Benefits	1-3
4. Dental Benefits	3
5. Vision Insurance	4
6. Prescription Drug Plan	4-5
7. Life Insurance	5
8. Tuition Reimbursement.....	5-8
9. Mileage Allowance.....	8
10. Wages and Salaries.....	8-9
11. Salary Track Change.....	9-11
12. Supplemental Salaries.....	12-13
13. Remuneration for Accumulated Sick Leave.....	13-14
14. No Strikes-No Lockouts	14
15. Other Payroll Deductions	14
16. Dues Deductions.....	14-15
17. Payroll Payment	15
18. Personal Leave	15-16
19. Sick Leave	16-17
20. Sick Leave Bank.....	17-19
21. Childrearing Leave.....	20-21
22. Sabbatical Leave.....	21-26
23. Association Leave.....	27
24. Bereavement Leave	27
25. Other Unpaid Leaves of Absence.....	27-28
26. Work Year	28
27. Work Day	28-29
28. Personnel File.....	29
29. Job Security and Progression.....	29-30
30. Digital Learning Platform	30-31
31. Lunchroom Aides.....	31
32. Cases of Assault.....	31-32
33. Grievance Procedure	32-34
34. Meet and Discuss.....	34
35. Separability.....	34
36. Waivers.....	34
Signature Page.....	35
Memoranda of Understanding.....	36-37
Salary Tables.....	38-39
Index.....	40

1
2 **Collective Bargaining Agreement**
3 **Ridley School District**
4 **and**
5 **Ridley Education Association**
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7 **ARTICLE 1. RECOGNITION**

- 8 A. The Ridley School District hereby recognizes the Ridley Education Association as the Bargaining
9 Agent for the following personnel in the Ridley School District: full-time and part-time
10 professional employees including teachers, librarians, guidance counselors, nurses, occupational
11 therapist, speech therapists, and psychologists as certified by the Pennsylvania Labor Relations
12 Board under Act 195.

13 **ARTICLE 2. TERM OF AGREEMENT**

- 14 A. The Term of this Agreement shall begin July 1, 2023 and shall continue in full force and effect
15 until June 30, 2027.

16 **ARTICLE 3. MEDICAL BENEFITS**

- 17 A. The School District will provide Employee, Employee and Spouse, Employee and Child,
18 Employee and Children, or Family coverage as required by the Bargaining Unit Member's status
19 in the Blue Cross programs. The Blue Cross coverage referred to in this Article shall be the
20 Blue Cross Personal Choice 20/30/70, or comparable plans available in the Delaware County
21 Healthcare Trust. Each Bargaining unit member shall make the following contributions to the
22 cost of their medical plan bi-weekly on a pre-tax basis beginning with the first payroll on or after
23 July 1, 2023, and based on the member's type and level of coverage. Payroll deduction will
24 occur on a bi-weekly basis using a 26-pay year. In any year during which there are 27 bi-weekly
25 payment cycles, it is understood that there will be 27 payments beginning with the first pay in
26 July. The payment in these years will be recalculated to reflect a 27 bi-weekly benefit year.

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<i>Plan/Product</i>	<i>20/30/70</i>	<i>20/30/70</i>	<i>20/30/70</i>	<i>20/30/70</i>
<i>School Year</i>	<i>2023-2024</i>	<i>2024-2025</i>	<i>2025-2026</i>	<i>2026-2027</i>
Employee	\$43.33	\$43.76	\$44.20	\$44.64
Employee/Child	\$71.20	\$71.91	\$72.63	\$73.36
Employee/Children	\$80.96	\$81.77	\$82.59	\$83.41
Employee/Spouse	\$86.65	\$87.52	\$88.40	\$89.28
Family	\$96.51	\$97.47	\$98.45	\$99.43

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B. Bargaining Unit Members shall be reimbursed for in-network out-of-pocket costs for in-patient hospitalization deductibles incurred under the 20/30/70 Personal Choice or a comparable plan available in the Delaware County Healthcare Trust upon submission of the proof of payment of the deductible to the district's Human Resources Department. The request for reimbursement must be made within the same fiscal year as the hospitalization event. When any inpatient hospitalization event ending date occurs on or before March 31st, a request for reimbursement should be submitted on or before June 30th. The member may still submit for reimbursement out of the prior year's funds as long as the necessary paperwork is filed on or before July 20th. For any inpatient hospitalization event ending dates occurring on or after April 1st through June 30th, the member must submit a request for reimbursement on or before September 30th. If a billing issue limits a member from submitting the proof of payment under the stated time lines, a written request may be made for approval to be determined by the discretion of the Superintendent.

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C. This plan will remain in effect for at least four (4) years, unless a change is made regarding the plans or carriers with the consent of both parties.

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D. Bargaining Unit members who work less than full-time may avail themselves of this coverage on a cost prorated basis, with appropriate payroll deductions.

E. New employees will have medical insurance protections effective the first day of the first full month of work. Employees returning from approved leaves will have medical insurance protections effective the first day upon returning to work.

F. When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided for in this Article.

ARTICLE 4. DENTAL BENEFITS

A. The School District will provide a dental plan through United Concordia's Advantage Plus program or its equivalent to all Bargaining Unit Members that will include:

(1) Employee, Employee and Spouse, Employee and Child, Employee and Children, or Family Basic Dental Plan with rider to cover:

(a)	Oral Surgery	100%	UCR
(b)	Prosthetic	100%	UCR
(c)	Periodontal	100%	UCR
(d)	Orthodontic	50%	Up to \$2,000 per individual family member per lifetime.

(2) Dental coverage is limited to two thousand dollars (\$2,000) per calendar year per person covered, except as noted for orthodontic.

B. This plan will remain in effect for at least four (4) years, unless a change is made regarding the plan or carrier with the consent of both parties. The district agrees to pay 100% of the cost of this plan.

C. When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided for in this Article.

ARTICLE 5. VISION INSURANCE

- A. The School District will provide vision insurance for Employee, Employee and Spouse, Employee and Child, Employee and Children, or Family through the Davis Vision 250 program or its equivalent for each Bargaining Unit Member.
- B. The district agrees to pay 100% of the cost of this plan.
- C. When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided for in this Article.
- D. This plan will remain in effect for at least four (4) years, unless a change is made regarding the plan or carrier with the consent of both parties.

ARTICLE 6. PRESCRIPTION DRUG PLAN

- A. The School District will provide an Employee, Employee and Spouse, Employee and Child, Employee and Children, or Family Prescription Drug Plan from Caremark, or an equivalent program available through the Delaware County Healthcare Trust.
- B. The prescription drug plan will include \$15.00 co-pay for generic prescriptions, \$30.00 co-pay for preferred brand prescriptions, and \$45.00 co-pay for non-preferred brand prescriptions.
- C. Specialty injectable medications will require a \$65.00 co-pay for a thirty (30) day supply or a \$130.00 co-pay for a ninety (90) day supply.
- D. The prescription drug plan will include a mandatory mail order requirement for maintenance drugs as defined by the carrier. The mail order service will supply a ninety (90) day supply for the cost of two (2) co-payments at the specific tier. If the individual's doctor wants the individual to start the drug immediately or determine effectiveness, the initial thirty (30) day supply may be obtained at a retail pharmacy for the appropriate retail co-payment. All subsequent refills must be purchased through the mandatory mail order service.
- E. The prescription plan will include prior authorization program effective 1 July 2023.

F. When the School District has properly provided said policy, in no case and in no circumstances shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided for in this Article.

G. This plan will remain in effect for at least four (4) years, unless a change is made regarding the plan as carrier with the consent of both parties.

ARTICLE 7. LIFE INSURANCE

A. The School District will provide a Group Term Life Insurance Policy of \$50,000 for each member of the Bargaining Unit during the term of this contract.

B. When the School District has properly provided said policy, in no case and in no circumstance shall the School District be required to provide a cash settlement or any other substitute benefit in any form in lieu of the insurance benefits provided for in this Article.

ARTICLE 8. TUITION REIMBURSEMENT

A. The School District will reimburse members of the Bargaining Unit for graduate level courses in accordance with the following provisions:

- (1) Reimbursement for the tuition of graduate level courses, which are eligible for a degree, certificate, or endorsement program pertaining to the Bargaining Unit Member's current teaching assignment, with pre-approval by the Superintendent or designee on a course-by-course basis for each year of this contract according to the following schedule:

School Year	Members not holding an Earned Master's Degree	Members who hold an Earned Master's Degree
2023-24	\$4,500	\$3,000
2024-25	\$4,500	\$3,000
2025-26	\$4,500	\$3,000
2026-27	\$4,500	\$3,000

B. Guidelines for Approval for Tuition Reimbursement:

- (1) Bargaining Unit Members are eligible for tuition reimbursement if their employment status is active. Bargaining Unit Members on leave from an assignment may not request tuition reimbursement. All graduate level courses required by the Pennsylvania Department of Education for permanent teaching certification and graduate level courses beyond those required for permanent certification that are eligible for an institution's degree, certification, or endorsement program and pertain to the Bargaining Unit Member's current or previous teaching assignment, will be eligible for tuition reimbursement accordance with the guidelines in this article.
- (2) Elective graduate level courses in reading specialist, guidance, supervision, and administration, within an accredited college/university prescribed program, may be taken and are eligible for tuition reimbursement. In addition, individual elective courses in elementary guidance may be taken and are eligible for tuition reimbursement.
- (3) Online courses made available through the Internet may be applicable with the following restrictions:

 - (a) The university offering the course must be an established accredited institution with on-campus classes as well as a distance or online education program.
 - (b) The university offering the course must provide a syllabus with detailed information regarding the course, its requirements for credit, and identify the program(s) the credits are eligible to fulfill. The university must also provide an official transcript upon completion of the course and a contact person to answer questions regarding its online education program.
 - (c) Courses must meet for an established full term with a specific starting and end date.
 - (d) The courses must meet the guidelines in this article.
- (4) Courses not pertaining to the Bargaining Unit Member's current teaching assignment, with the exception of those cited in Guideline (2) of this article will not be approved for tuition reimbursement.

(5) A "Tuition Reimbursement Course Approval Application" must be submitted to the Superintendent for review of each course that is proposed for tuition reimbursement. Applications may be obtained by calling the Office of the Superintendent or accessing the application from the district website.

C. Maximum reimbursement for each school year shall be as shown in the table above. Only courses satisfactorily completed as described in sub-section G within the contract year shall be payable against these funds. Reimbursement applies only for the cost of tuition. Tuition costs incurred by employees beyond the limits shown above may not be carried over into subsequent years' amounts. Reimbursement funds are only applicable in a given contract year. No carry over of unused tuition reimbursement funds is permitted.

D. Upon successful completion of the course(s), reimbursement shall be made on a regular bill list, provided the Bargaining Unit Member is an employee of the School District at the time when the reimbursement is made. To receive reimbursement, bargaining unit members must submit all required documentation to the Superintendent's office by the 20th of the month in order to have the payment processed on the bill list for that month.

E. Upon completion of the course(s) taken during a given contract year, the Superintendent's Office shall be provided with the form "Application for Tuition Reimbursement" listing the college, course number(s), course description(s), date(s) taken, grade(s), credit hour(s) per credit cost(s) and total cost(s), along with paid invoices and a certified copy of the transcript or the original grade report or an official letter from the college or university certifying course completion and the final grade to be sent by the college or university at the request of the Bargaining Unit Member. The foregoing materials must be submitted to the Superintendent's Office on or before June 30th of the fiscal year in which the course(s) was completed. The course ending date shall be used to determine the year in which the course is completed. In the event that a course ends on or before June 30th, but transcripts are not available prior to this date, the member may still submit for reimbursement out of the prior year's funds as long as the

necessary paperwork is filed on or before July 20th. Bargaining Unit Members who fail to submit these materials by this date will forfeit reimbursement.

F. When tuition reimbursement has been made or is payable by a grant, scholarship, or source other than the employee seeking the refund, the School District shall reimburse the Bargaining Unit Member for the difference between the amount paid or payable by such a grant, scholarship, or other source and the total amount of the tuition.

G. Courses receiving a grade less than "B-" shall not be eligible for reimbursement.

H. The district shall provide tuition payments for in-service credits through the Ridley Professional Institute for the Bargaining Unit Member.

ARTICLE 9. MILEAGE ALLOWANCE

A. The School District will pay a mileage allowance to those Bargaining Unit Members whose duties require the use of their automobile in the performance of their teaching duty. The mileage allowance will be at the rate allowed under Internal Revenue Service code for business expense deductions. The school district shall supply appropriate mileage forms to eligible members by May 30th of each year. Bargaining unit members must submit application for mileage reimbursement by June 30th of each year in order to receive reimbursement for that year.

ARTICLE 10. WAGES AND SALARIES

A. The wages and salaries to be paid Bargaining Unit Members for each fiscal year of this agreement are detailed on the salary schedules attached to the end of this agreement.

B. For those bargaining unit members certified before July 1, 1987, a valid master's equivalent certificate earned during Ridley service shall be recognized to allow salary track placement up to the Masters +30 column provided that such a request for salary track change has been made prior to May 16, 2002. No Bargaining Unit Member shall be paid on any salary track beyond the Masters +30 column, unless such member has earned and received a master's degree and has achieved the required number of graduate level credits beyond the master's degree. Credits referred to beyond the master's degree level shall be credits earned after the official awarding of

the master's degree by an institution approved and accredited by the Pennsylvania Department of Education.

- C. Each bargaining unit member who holds a doctorate degree shall receive an additional \$500 per year in addition to the salary indicated by the Bargaining Unit Member's step and column placement on the salary table.

ARTICLE 11. SALARY TRACK CHANGE

- A. Movement from year to year on the salary table shall be governed by the following criteria:

- (1) Bargaining Unit Members shall be divided into two groups:

Group 1: All members who were paid on the 1995-96 salary schedule as of June 30, 1996 who are below step 13 and holding a Bachelor's or Bachelor's +24 degree, or below step 12 and hold a Master's degree or higher, or all members hired after July 1, 1996.

Group 2: All members being paid on the 1995-96 salary schedule as of June 30, 1996 who were at or above step 13 and holding a Bachelor's or Bachelor's +24 degree, or at or above step 12 and holding a masters degree or higher. This group will be known as the "Grandfathered group."

- (2) For Group 1 members, vertical step movement shall occur after the bargaining unit member has completed a year of work. If a Bargaining Unit Member is on an unpaid leave during a portion of a contract year, a full step increase will be credited to a Bargaining Unit Member who has worked more than half of the total number of days in the contract year in question, with the exception of Bargaining Unit Members who return to work at the beginning of the second semester. No increase in step will be credited to a Bargaining Unit Member who has worked less than this time in a given contract year. No half steps will be utilized.

- (3) The salary schedule shall have the following columns: Bachelor's, Bachelors +12 Bachelor's+21, Bachelors+27, Masters Degree & Permanent Certification, Masters+9, Masters+15, Masters+24, Masters+30, Masters+39, and Masters+45. Permanent certification in the State of Pennsylvania is required in order to qualify for the Masters &

Permanent Certification column and all columns to the right of that column. Bargaining Unit Members who were paid in the Masters Degree (without permanent certification) column in year one will be paid in the Bachelor's +27 column in subsequent years until they have obtained permanent certification.

(4) When a Bargaining Unit Member has attained the requirements necessary to move to the next column, placement shall be made into the next adjacent column and onto the next step. For example, if a bargaining unit member is currently at Masters+9, step 5 and has attained the requirements to move to Masters+15, placement in the next year will be at Step 6 in the Masters+15 column.

(5) Grandfathered employees may move horizontally in the grandfathered section of the table. This shall be accomplished one grandfathered column per year upon attainment of the necessary credits designated for that column. Grandfathered employees with an earned Master's Degree, not Master's Equivalency, at grandfathered Masters+30 may move to Master's+45, step 15 upon completion of required credits.

(6) Bargaining Unit Members rated as unsatisfactory on the PDE rating form shall have their salary frozen. The unsatisfactory evaluation may be appealed through the grievance process. If the Bargaining Unit Member is not at maximum, no step increase shall be awarded for that year in addition to receiving no salary increase. Upon obtaining a satisfactory evaluation, step increases would then continue, but the employee will have forfeited the step increase(s) for the unfulfilled year(s) in question. If the Bargaining Unit Member is at maximum, the Bargaining Unit Member will regain the salary for the qualifications they have attained upon issuance of a satisfactory rating, losing only the amount of the increase for the year(s) in question.

(7) Bargaining Unit Members may make a one-column salary track change each year of this agreement in accordance with the requirements indicated above. There shall be no mid-year salary changes or movement on a salary table.

1 (8) Placement of new employees on the salary table shall be made by the Superintendent and
2 subsequent movement of the employee shall be governed by the rules established by this
3 article.

4 (9) Bargaining Unit Members qualifying to move across a column of the salary schedule must
5 complete a **“Request for Salary Column Change”** form and submit it to the
6 Superintendent’s office by the last working day in December of the year preceding the
7 column change for budgetary purposes. Filing this form will provide funds for budget
8 purposes only. Official transcripts or receipt of an official master’s equivalent certificate
9 from the Pennsylvania Department of Education must be attached to the “Application for
10 Salary Track Change Form” and submitted to the Superintendent’s Office as soon as
11 possible, **but no later than August 15th**. A Salary Column Change may be made only at
12 the beginning of each school year. Failure to submit all required documentation by August
13 15th to the Superintendent’s Office shall void this Article and payment will not be made
14 until the following school year, provided all documents are received according to the
15 requirements of this article. No semester grade reports for courses shall be acceptable as
16 documentation for salary track change. In the event that a member is unable to obtain an
17 official transcript confirming completion of a class taken during the summer session just
18 prior to the August 15th deadline for salary track change documentation, an unofficial
19 transcript, grade report, or official letter from the graduate school involved shall be accepted
20 as proof of completion of said course, provided that the member submits the required
21 official transcript to the district as soon as it becomes available. Official transcripts for all
22 courses taken prior to this time must be provided by the August 15th deadline.

23 (10) Credits applied to a Salary Column Change must also be credits eligible for Tuition
24 Reimbursement under Article 8 or earned through the Ridley Professional Institute.

25 (11) The district shall provide in-service credits through the Ridley Professional Institute that
26 shall qualify for salary track change for the Bargaining Unit Member.

ARTICLE 12. SUPPLEMENTAL SALARIES

A. Compensation of supplemental salaries shall be in accordance with the following schedules:

- (1) Experience Factor: Experience shall be defined as year(s) of service in the Ridley School District coaching, sponsoring, advising, directing, or supervising student activities beyond normal contractual obligations. These supplementary activities include those specifically related to the secondary interscholastic athletic programs and those non-athletic, district-wide extracurricular activities that must be performed in whole or in part outside of the regular teacher hours.
- (2) If a coach, sponsor, director, supervisor, or advisor had a break in service for whatever reason (health, military, coaching in another district, etc.) the years spent in the school district as an extracurricular coach, sponsor, director, supervisor, or advisor for the specific activity, assigned during the term of this contract, count toward the experiential level regardless of the break in service.
- (3) A coach, sponsor, director, supervisor, or advisor can only receive one year of credit per school year in any extracurricular position.

Experience Levels:	1- 4 years	Level 1
	5- 8 years	Level 2
	9-12 years	Level 3
	13+ years	Level 4

- (4) During the term of this contract, the supplemental salaries will be based on the following per unit values:

Year/Level	2023-24	2024-25	2025-26	2026-27
1	\$190	\$190	\$190	\$190
2	\$200	\$200	\$200	\$200
3	\$210	\$210	\$210	\$210
4	\$220	\$220	\$220	\$220

(5) With regard to post season secondary interscholastic athletic competition, the head coach will be paid one and one-half units per week beyond the regular season providing teams or individuals place first, second or third in their respective leagues. Assistant coaches will be paid one unit per week beyond the regular season.

(6) The district agrees to annually review the unit assignments in the "Extra pay for extra duty" schedule.

(a) During the term of this agreement, the district will not reduce the number of units paid to any extracurricular activity position that is currently in operation, as long as the job exists.

(b) Nothing in this article is meant to limit the Board's authority to eliminate a position.

(7) Payment for Coverages:

(a) Bargaining unit members who are required to cover a class due to the absence or an assigned professional responsibility of another bargaining unit member and thereby lose more than 15 minutes of preparation time during an on-call/elementary preparation period shall be compensated at a rate of \$30.00 for each coverage up to 45 minutes. A payment will not be made for a class coverage due to a personal matter.

(b) In cases where an entire class is divided among multiple classrooms, the compensation defined in (a) will be divided proportionally among those bargaining unit members who have students added to their assigned class. In cases where an entire class is without a substitute teacher and is assigned to a different classroom, the Bargaining Unit Member receiving the class shall be compensated with one (1) unit of coverage.

(c) The district agrees to meet and discuss and procedural issues regarding payment for coverages.

ARTICLE 13. REMUNERATION FOR ACCUMULATED SICK LEAVE

A. Each Bargaining Unit Member who retires from the School District in accordance with the provisions of the Pennsylvania Public School Employees' Retirement System may be eligible to

1 receive remuneration pay. In order to gain the benefits of this article, retiring Bargaining Unit
2 Members must have at least fifteen (15) years of continuous full time service in the Ridley
3 School District.

- 4 B. This remuneration will be paid to the Bargaining Unit Member with no deduction for
5 retirement, as this pay cannot be used to improve any retirement benefits. Bargaining Unit
6 Members will be remunerated for an amount equal to \$115 per day maximum of 210 days for
7 the length of this agreement.

8 **ARTICLE 14. NO STRIKES - NO LOCKOUTS**

- 9 A. It is agreed that there shall be no strike, as that term is defined under the Public Employee
10 Relations Act (Act 195 and Act 88) at any time during the term of this Agreement, and the
11 School District will not engage in any lockout at any time during the term of this agreement.

12 **ARTICLE 15. OTHER PAYROLL DEDUCTIONS**

- 13 A. The School District Bank is authorized by the School District to process the following payroll
14 deductions when authorized by members of the Bargaining Unit:

- 15 (1) Savings
16 (2) Christmas Club
17 (3) Credit Union
18 (4) Vacation Club

- 19 B. The following payroll deductions will be processed by the School District Business Office:

- 20 (1) Annuities
21 (2) United Fund

- 22 C. Medical and other Health Benefit deductions where applicable.

23 **ARTICLE 16. DUES DEDUCTIONS**

- 24 A. The School District will deduct dues from the salaries of Association Members in the Bargaining
25 Unit who choose to pay in this manner.

1 B. The Association shall provide the School District Business Office with the official record of
2 amounts for dues or fair share fees to be deducted for each Bargaining Unit Member who
3 chooses to pay in this manner and will do so no less than two weeks prior to the second pay date
4 in October. These deductions will be taken from twenty (20) consecutive payroll checks
5 beginning with the second payroll in October.

6 C. The School District shall authorize the School District Bank to transfer these funds, as they are
7 deducted, to an account of the Ridley Education Association established for this purpose in said
8 bank.

9 **ARTICLE 17. PAYROLL PAYMENT**

10 A. Salaries will be paid bi-weekly in twenty-six (26) pays beginning with the first pay in September.
11 In any year during which there are 27 bi-weekly payroll cycles, it is understood that there will be
12 27 pays beginning with the first pay in September.

13 B. If a pay date should fall on a school holiday or during a vacation period, pay checks will be
14 distributed on the last working day prior to the holiday or vacation period except if a pay date
15 falls within a two week vacation period, the pay check will be mailed to the Bargaining Unit
16 Member.

17 C. The district will provide a program providing direct deposit of payroll into checking and savings
18 accounts to any bank or savings and loan.

19 **ARTICLE 18: PERSONAL LEAVE**

20 A. Bargaining Unit Members shall have two (2) personal leave days per year. Any personal days not
21 used during each year of the contract will be added to the Bargaining Unit Members
22 accumulated sick leave or accumulate to a maximum of five (5) personal days at the discretion of
23 the bargaining unit member.

24 B. Bargaining Unit Members desiring to use a personal day are required to submit, one week in
25 advance of the day desired to be used, the proper form designated as "Request for Approval of
26 Absence." In the event of an emergency that does not allow for a one-week advance notice for

the use of a personal day, a bargaining unit member shall be permitted to use a personal day and submit the "Request for Approval of Absence" form upon their return.

C. Personal leave days shall not be used for days immediately preceding and following a school holiday or vacation, or on any workshop day or during the first or last week of the school year and shall be limited to no more than ten percent (10%) of the professional staff in any one building, unless given the expressed, pre-approved, written consent of the Superintendent. Such approval will only be granted in the event of an emergency.

D. When a witness or defendant, in a case relating to the line of duty, the day shall be as a day taught less any compensation received.

E. Personal leave days must be taken as full days, no half days permitted.

F. Three (3) additional personal leave days shall be granted Bargaining Unit Members in the event of illness or accident of an emergency nature in such member's immediate family. These days will be deducted from the accumulated sick leave days of the Bargaining Unit Member. As used in this Article, members of the "immediate family" shall be defined as set forth in the Public School Code.

G. Bargaining Unit Members starting after the beginning of the school year receive (2) personal leave days if they are scheduled to work (94) days for that school year, else they shall receive (1) personal leave day.

ARTICLE 19. SICK LEAVE

A. On the opening day of the school year each Bargaining Unit Member shall be credited with a ten (10) day sick leave allowance, as provided for in the Public School Code. The unused portion of such allowance shall accumulate from year to year without limitations.

B. A Bargaining Unit Member who is present and then, because of illness is unable to continue, shall not forfeit any sick leave allowance in excess of one-half day for that day.

1 C. If a Bargaining Unit Member leaves before the end of the school term, or begins employment
2 after the start of the school term, sick leave days shall be prorated to actual time employed; i.e.,
3 one (1) day for each full month employed.

4 D. A Bargaining Unit Member will be requested to present a doctor's note for absences exceeding
5 five consecutive workdays.

6 **ARTICLE 20. SICK LEAVE BANK**

7 A. The Sick Leave Bank Committee shall consist of two (2) members of the Bargaining Unit,
8 selected by the REA and one (1) of the Administration, selected by the Superintendent or the
9 Board. The committee shall meet when required to grant requests for withdrawals of benefits
10 from the Bank where they determine the requesting member meets the qualifications of the
11 Bank regulations.

12 B. Initial application for membership shall be submitted to the Sick Leave Bank Committee in
13 writing. Employees may join only upon written application to the Bank Committee between
14 May 15 and June 15 of the year preceding their membership. Newly hired employees may join
15 no later than October 15 of the school year, or within 45 days of hire. The application shall be
16 available by accessing the district website.

17 C. Sick Bank benefits shall not be available to employees of the Bargaining Unit who elect not to
18 join the Sick Bank.

19 D. Contributed days shall remain in the Bank and may not be withdrawn by an Employee upon
20 retirement or resignation from the District, or on resignation from the Bank, or otherwise,
21 provided that if membership in the Bank at any time falls below 50% of the Bargaining Unit,
22 Bank operation shall be suspended except that those already receiving benefits may continue to
23 receive such benefits up to maximum withdrawal. The parties shall, at the request of either,
24 consider modifications of these regulations.

25 E. In the event contributed days become depleted during the operation of the Bank, the Bank
26 Committee may, at its discretion, assess one additional day accumulated sick leave during the

1 same school year against each member or suspend operation of the Bank until the beginning of
2 the next school year.

3 F. Bank benefits shall be available to any member of the Bank under the conditions set forth in
4 these regulations for illness or disability normally covered by sick leave. Bank benefits shall not
5 be available to employees on child rearing leave or other long term leaves of absence, nor shall
6 Bank benefits be available to employees under conditions where parental leave would normally
7 have been granted under past practice, except by majority vote of the Bank Committee.

8 G. Initial withdrawal of Bank Benefits shall not commence until a member has exhausted all of his
9 or her accumulated sick leave and ten (10) additional days have been suffered without pay. If
10 the loss of days is not consecutive, twenty (20) days of absence without pay is required prior to
11 eligibility for withdrawal. By majority vote, the Bank committee may grant retroactive coverage
12 from the Sick Bank for all or part of the days suffered without pay in any of the above cases.

13 H. By majority vote of the Bank Committee, maximum withdrawal for individuals who have had an
14 extended illness(es) may be increased to a maximum of one hundred (100) days or the maximum
15 number of available sick leave days available to the member prior to the illness, whichever is less.
16 In no event shall the maximum withdrawal exceed one hundred (100) days for any one illness.
17 One illness shall mean continuous absence or absence not interrupted by sixty (60) calendar days
18 after return to service (unless fewer than sixty (60) days return due to a new cause.)

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

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

24 K. If the Bank accumulates seven hundred and fifty (750) days as of September 1 of any year,
25 further donations may be waived except for newly joining members.

1 L. If relevant portions of this Sick Leave Bank are declared illegal or in violation of the School
2 Code or other applicable statutes by an Appellate Court of last resort or other Court of
3 competent jurisdiction, the Bank shall forthwith be dissolved or mutually amended to conform
4 with such decisions. In the event of dissolution, the days shall be returned to the members. All
5 members will receive an equal number of days, except that, in no case, will anyone receive more
6 days than they have contributed to the Bank. The parties shall, at the request of either, plan
7 implementation of a new Bank complying with the legal requirement of such decision or
8 opinion.

9 M. Bank operation shall be suspended at the end of any school year in the event of substantially
10 increased use of accumulated sick leave benefits among members of the Bank. An increased
11 incidence of sick leave absence by the members in excess of 20% of the total number of sick
12 days used from 1995-96 levels shall, in the absence of an epidemic or other such discernible
13 cause, be deemed conclusive evidence justifying such suspension. In the event of a suspension
14 of Bank operation under the provisions of this section, the parties shall meet to modify these
15 regulations to allow renewed operation of the Bank.

16 N. By majority vote of the Bank Committee, any individual member of the Bank except those
17 terminating service may be permitted to donate sick days from his or her own accumulated sick
18 leave to any other Bank member who has exhausted his or her sick leave and utilize his or her
19 maximum withdrawal from the Bank. To provide for accurate record keeping by the District, all
20 such transactions must be approved and documented in writing by the Bank Committee prior to
21 the donation. Such donated days may not be subsequently repaid to the donor by the recipient.
22 The maximum donation allowable by any one donor shall be ten (10) days per year per member
23 in need. The maximum donation receivable by any one individual for any one illness shall be 50
24 days.

25 O. All records pertaining to operation of the Sick Bank shall be maintained by the Committee,
26 utilizing the information provided by the Superintendent of Schools.

ARTICLE 21. CHILD REARING LEAVE

- A. A Bargaining Unit Member who is expecting or whose spouse is expecting the birth of a child, or who expects to adopt a child, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child, shall be granted child rearing leave of absence without pay.
- B. A Bargaining Unit Member who wishes a child rearing leave of absence without pay must submit a request for such leave, in writing, to the Office of the Superintendent not later than forty-five (45) days prior to the proposed effective date of the child rearing leave.
- C. The written request for child rearing leave shall specify the expected date of birth or adoption of the child and shall specify the anticipated beginning and ending date of the leave. Child rearing leave associated with the birth of a child shall commence with the date the disability due to pregnancy or childbirth ends.
- D. Pregnant employees will not be required to leave prior to childbirth unless they can no longer satisfactorily perform the duties of their position as certified by their physician, and the certificate being submitted to the Superintendent.
- E. Unless otherwise approved by the Superintendent, all child-rearing leaves shall be for at least thirty (30) calendar days.
- F. The maximum length of the child rearing leave shall be two (2) years.
- G. A Bargaining Unit Member who has been granted a child rearing leave of absence and who wishes to terminate the leave prior to the approved termination date may do so. A request for an early termination of an approved child rearing leave must be made in writing to the Office of the Superintendent at least thirty (30) days prior to the new termination date requested. Reinstatement at a date earlier than the approved termination date is contingent upon the existence of a vacancy for which the teacher is certified. A position that is filled by a long-term substitute is not considered a vacancy for purposes of early termination.

- 1 H. A Bargaining Unit Member who has been granted a child rearing leave of absence and who
2 wishes to have the leave extended may request approval of an extension by making a written
3 request for extension to the Office of the Superintendent.
- 4 I. A Bargaining Unit Member who has been granted a period of child rearing leave should give, to
5 the Office of the Superintendent at least thirty (30) days prior to the intended return date, his or
6 her notice of intention to return. A Bargaining Unit Member returning from an approved child-
7 rearing leave may return only at the conclusion of the designated Family Medical Leave period
8 or at the beginning of a marking period.
- 9 J. Upon termination of the leave, the District shall reinstate the Bargaining Unit Member to the
10 position held prior to the leave, if available, or to a substantially equal position if such position is
11 available. The right to be reinstated to the position held prior to the leave is subject to the
12 District's rights under the School Code and this Agreement.
- 13 K. Bargaining Unit Members on authorized child rearing leaves of absence without pay, pursuant to
14 this Article, shall not be considered to be active employees of the School District during the
15 period of the leave and the member shall not be entitled to any benefits, including, but not
16 limited to salary, fringe benefits, sick leave, personal leave, or other types of paid benefits, which
17 are granted active employees.
- 18 L. Bargaining Unit members granted child rearing leave may be allowed to remain a member of
19 district medical plans during the leave at their own expense at the conclusion of the designated
20 Family Medical Leave period, if they request that they be allowed to remain a member of the
21 plans prior to the beginning of child rearing leave. Because the District pays premiums one
22 month in advance, the Bargaining Unit Member must submit two monthly premium payments
23 to the Business Office by the first (1st) day of the month that it is due.

24 **ARTICLE 22. SABBATICAL LEAVE**

25 This article shall establish the district's parameters for granting sabbatical leaves for restoration of
26 health for eligible employees, and other compensated leaves.

1 A. SABBATICAL LEAVES

- 2 (1) The Board shall grant sabbatical leaves to professional employees only for the purpose of
3 restoration of health. The Board reserves the right to specify the conditions under which
4 sabbatical leaves for restoration of health may be taken, consistent with law.
- 5 (2) To be eligible for sabbatical leave, an employee shall have completed ten (10) years of
6 satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive
7 years of such service shall be in this school district. A sabbatical leave may be taken for a half
8 or full school term or for two (2) half school terms during a period of two (2) years, at the
9 option of the employee. The total number of professional employees on sabbatical leave at
10 any one time shall not exceed ten percent (10%) of the number of eligible employees.
- 11 (3) Requests for sabbatical leave shall be submitted on the approved district form and
12 forwarded with medical documentation to the Superintendent as soon as possible. The
13 Board shall review each application for sabbatical leave and shall approve those meeting the
14 requirements of adopted policy.
- 15 (4) Applicants for sabbatical leave shall submit with the application form an official supporting
16 medical statement and recommendation from his or her physician. At both the approximate
17 midpoint of the leave and at least thirty (30) days prior to the conclusion of the leave, a
18 physician's statement shall be submitted to the Superintendent, indicating the extent to
19 which the purpose of the leave has been achieved and evaluating the health status of the
20 employee relative to his or her ability to return to employment. The Board reserves the right
21 to require at its own expense additional examinations and reports by physicians of its choice
22 to determine the validity of the leave request.
- 23 (5) Acceptance of a sabbatical leave incurs a commitment by the employee to return to active
24 duty in this district immediately following the sabbatical leave for one (1) full school year,
25 unless physically or mentally unable to do so. The Board reserves the right to require at its
26 own expense additional examinations and reports by physicians of its choice to determine

the employee's ability to return to work. Compensable employment may not be engaged in while the employee is on sabbatical leave that would interfere with the purpose of the leave.

(6) At the expiration of the sabbatical leave, the employee shall, unless agreed otherwise, be reinstated in the same position held at the time of the granting of the leave. Time on sabbatical leave shall be counted as time on the job for purposes of seniority, where applicable in the district, for salary advancement, and for retirement fund purposes.

(7) During the period of sabbatical leave, an employee shall be compensated at least one-half the salary to which s/he would have been entitled had the employee not taken leave. While on leave, the employee shall be entitled to insurance benefits provided other professional employees of a similar class.

B. COMPENSATED PROFESSIONAL LEAVES

(1) Professional development leave shall be defined as a leave of absence granted for the purpose of improving professional competency or obtaining a professional certificate or commission. Such leave shall be directly related to an employee's professional responsibilities, as determined by the Board, and be restricted to activities required by State regulation or law or to improve professional competency. Classroom occupational exchange leave shall be defined as a leave of absence granted for the purpose of acquiring practical work experience in business, industry or government. The Board shall have sole authority to adopt and enforce a policy establishing the conditions for approval of a professional development leave. All requests for such leave shall be subject to review by the Board. The Board may approve or reject a proposed plan for professional development leave. The Board may grant a leave to eligible employees for classroom occupational exchange leave for the specified purpose.

(2) To be eligible for **Professional Development Leave**, an employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school district. A leave for professional

development may be taken for a half or full school term or for two (2) half school terms during a period of two (2) years, at the option of the employee.

(3) Professional development leaves shall be granted only to employees participating in an academic program for the purpose of retaining a professional certificate or commission, further preparation and improvement in his or her area(s) of certification, additional certification, attaining other appropriate and identifiable educational positions within the school district, or as the Board may require, and upon the recommendation of the Superintendent. Requests for professional development leave shall be submitted on the approved district form and forwarded with a detailed plan to the Superintendent. All required application materials shall be submitted by April 1 for the following school year and by October 1 for the following semester.

(3) Applicants for professional development leave shall submit with the application form a detailed plan describing the professional development activities to be undertaken and a statement specifying the benefits of the leave to the employee and the school district. The plan shall provide sufficient information to permit the Board to adequately evaluate the request. The Board may at any time require additional information from the employee in order to assist the Board in evaluating the request and the leaves benefits to and impact on the employee and the school district. The minimum requirements for leave for a half school term shall consist of any of the following or a combination thereof: nine (9) graduate credits, twelve (12) undergraduate credits one hundred eighty (180) hours of professional development activities. The minimum requirements for leave for a full school term shall be any of the following or a combination thereof: eighteen (18) graduate credits, twenty-four (24) undergraduate credits, and three hundred sixty (360) hours of professional development activities. Applicants who propose to take graduate or undergraduate credits shall submit notification of acceptance and enrollment from an accredited institution of higher learning for study in courses approved by the Superintendent. The employee shall successfully

complete the approved courses and receive passing grades. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month an official transcript of all courses completed. Failure to receive passing grades or to submit required transcripts on time shall result in forfeiture of monies paid by the district. Applicants who propose to undertake professional development activities shall submit to the Board a detailed plan listing the specific activities. Upon return from professional development leave, the employee shall submit to the Superintendent within the first month a formal report describing the educational activities pursued and their benefits and relevancy. Failure to submit required reports on time shall result in forfeiture of monies paid by the district.

(4) Acceptance of professional development leave incurs a commitment by the employee to return to active duty in this district immediately following the leave for one (1) full school year, unless prevented by illness or physical disability. Employees shall submit required reports on time or forfeit all compensation and benefits. The Board reserves the right to require at its own expense additional examinations and reports by physicians of its own choice to determine the employee's ability to return to work. Compensable employment may not be engaged in while the employee is on professional development leave that would interfere with the purpose of the leave.

(5) At the expiration of the professional development leave, the employee shall, unless agreed otherwise, be reinstated in the same position held at the time of the granting of the leave. Time on professional development leave shall be counted as time on the job for purposes of seniority, where applicable in the district, for salary advancement, and for retirement fund purposes.

(6) During the period of professional development leave, an employee shall be compensated at least one-half the salary to which s/he would have been entitled had the employee not taken

1 leave. While on leave, the employee shall be entitled to insurance benefits provided other
2 professional employees of a similar class.

3 (7) Requests for **Classroom Occupational Exchange Leave** shall be submitted on the
4 approved district form and forwarded with appropriate documentation to the
5 Superintendent. All required application materials shall be submitted by April 1 for the
6 following school year.

7 (8) Applicants for classroom occupational exchange leave shall submit with the application form
8 a statement from the employer agreeing to the terms and conditions of the leave, as specified
9 in Board policy. Upon return from such leave, the employee shall submit to the Board a final
10 report detailing the work experience and its benefits.

11 (9) Acceptance of classroom occupational exchange leave incurs a commitment by the employee
12 to return to active duty in this district immediately following the leave for one (1) full school
13 year, unless prevented by illness or physical disability. The Board reserves the right to require
14 at its own expense additional examinations and reports by physicians of its own choice to
15 determine the employee's ability to return to work.

16 (10) At the expiration of the classroom occupational exchange leave, the employee shall,
17 unless agreed otherwise, be reinstated in the same position held at the time of the granting of
18 the leave. Time on classroom occupational exchange leave shall be counted as time on the
19 job for purposes of seniority, where applicable in the district, for salary advancement, and
20 for retirement fund purposes. The business, industry or government to whom the employee
21 is assigned during the leave shall fully compensate the school district for all salary, wages,
22 pension and retirement contributions, and other benefits as if the employee were in full-time
23 active service.

ARTICLE 23. ASSOCIATION LEAVE

- A. During the term of this Agreement, up to fifteen (15) days each year shall be granted the Association for Association Business. The REA President or designee must authorize the use of these days. The school district will provide substitutes, if needed, for these fifteen (15) days.
- B. The District will work with the association to provide release time for the Association president in order for the president to attend to important local Association issues that can only be addressed during the school day.

ARTICLE 24. BEREAVEMENT LEAVE

A. Death in Family - Immediate Family

- (1) Whenever a professional employee shall be absent from duty because of the death in the immediate family, there shall be no deduction in salary of said employee for an absence not in excess of five school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandchild, or near relative residing in the same household, or any person with whom the professional employee has made his or her home.

B. Death in Family - Near Relative

- (1) Whenever a professional employee is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

ARTICLE 25. OTHER UNPAID LEAVES OF ABSENCE

- A. **Exchange Teaching.** A leave of absence of up to two (2) years shall be granted to any teacher, upon application, for the purpose of participating in exchange teaching programs in other countries, foreign or military teaching programs, the Peace Corps, as a full-time participant in such program; provided said teacher states his or her intention to return to the school system for a period of one year.

- 1 B. **Military Leave.** A military leave of absence not to exceed three (3) years shall be granted to any
2 teacher who shall enlist for military duty in any branch of the Armed Forces of the United
3 States.
- 4 C. **Public Office Leave.** A leave of absence not to exceed three (3) years shall be granted to any
5 teacher upon application for the purpose of campaigning for, and serving in, a public office.
- 6 D. **Emergency Leave.** An emergency leave request shall be submitted to the Board of School
7 Directors at the discretion of the Superintendent.
- 8 E. It shall be the responsibility of the person going on leave to make arrangements for all medical
9 coverages during the leave at their expense and to reapply for desired coverages upon return
10 from leave.

11 **ARTICLE 26. WORK YEAR**

- 12 A. The work year for all Bargaining Unit members shall not exceed 190 days for the duration of this
13 agreement. The 189th and 190th days of this contract shall be used for flexible professional
14 development purposes. Time scheduled during the summer shall be on dates agreeable with
15 both the bargaining unit member(s) and the professional development leader(s). The Flexible
16 Professional Day Portfolio Form indicating intent must be submitted for approval to the
17 principal by May 1st of the work year.
- 18 B. District-provided flexible professional development days may be scheduled during the summer
19 months or as additional days within the traditional calendar. Time scheduled during the summer
20 shall begin no earlier than five (5) days prior to the start of the traditional calendar or end no
21 later than five (5) days at the conclusion of the traditional calendar.

22 **ARTICLE 27. WORK DAY**

- 23 A. The length of the normal workday for full-time Bargaining Unit Members shall be seven and
24 one-half (7 1/2) hours. Part-time Bargaining Unit Members shall be required to attend all in-
25 service meetings.

- 1 B. On Fridays or the last teacher day of school before a holiday or vacation period, teachers may
2 leave their respective buildings ten minutes following student dismissal, except on regularly
3 scheduled in-service days, providing all required assignments, reports, or duties are completed or
4 discharged and all students shall have safely left the building. In the event of an emergency, staff
5 members shall remain in the building until the emergency has been resolved. The building
6 administrator or his or her designee shall determine whether or not an emergency exists.
- 7 C. Work days will include a duty-free lunch of thirty (30) minutes.

8 **ARTICLE 28. PERSONNEL FILE**

- 9 A. Any Bargaining Unit Member shall have the right to review the entire contents of his or her
10 personnel file.
- 11 B. No unfavorable material about a Bargaining Unit Member shall be placed in his or her file
12 without his or her knowledge. All unfavorable material shall be signed by the party submitting
13 such material. A copy of all unfavorable material shall be sent to Bargaining Unit Member.
- 14 C. Any material in the file may be answered by the employee, and such answer shall be attached to
15 the file.
- 16 D. The contents of the file are to be considered confidential and are available to Administrative
17 Personnel or their designees. No information shall be released to persons other than those
18 designated without the written consent of the employee.
- 19 E. After one (1) year, the Bargaining Unit Member may request the removal of any or all materials
20 from their file not required to be kept by legal provisions.

21 **ARTICLE 29. JOB SECURITY AND PROGRESSION**

- 22 A. The Public School Code of the Commonwealth of Pennsylvania includes certain job security
23 provisions, certification, and other regulatory provisions associated with various classes of
24 employees. The parties hereby aver that such provisions of the School Code represent their
25 complete agreement and that said provisions shall govern the manner in which the job security,

1 job progression, and reduction in force practices shall be effected with respect to members of
2 the Bargaining Unit.

3 **ARTICLE 30. DIGITAL LEARNING PLATFORM**

4 A. The Digital Learning Platform development will focus on expanding access of 21st century
5 learning opportunities, including hybrid learning and off-campus online activities to all students.

6 Both types of activities will be subject to the regular policies, procedures, and practices of course
7 development and the approval process within the Ridley School District curriculum.

8 B. Off-campus courses are defined as those created and implemented through District policies and
9 procedures by Ridley School District professional personnel for Ridley School District students
10 exclusively as an alternative setting for students outside of the traditional campus setting.

11 (1) Off-campus offerings will provide and enable these students to complete the Ridley School
12 District curriculum and earn a diploma from the District.

13 (2) Off-campus offerings will be used for retaining Ridley School District students who would
14 otherwise opt for other third-party vendors thus withdrawing from the Ridley School
15 District and receiving an alternative certificate of completion.

16 C. Instructional bargaining unit members will utilize digital learning materials as part of district
17 courses. Digital hybrid materials shall be created through District policies and procedures. The
18 materials will be digitized, implemented, and offered by Ridley School District bargaining unit
19 members, in conjunction with the traditional course offerings exclusively for Ridley School
20 District students.

21 D. Student digital course seats shall have the same considerations as traditional course seats in
22 determining a bargaining unit member's teaching assignment.

23 E. A teacher will receive compensation for course work that includes students who are exclusively
24 using the digital learning platform to receive instruction. If a teacher is assigned a full section for
25 digital instruction as part of their regular teaching schedule, no additional compensation will be

1 paid. The rate of compensation will be \$15 per student per week per subject or course will be
2 effective 1 July 2023.

- 3 F. A teacher will receive compensation based upon the verification of teacher's instructional
4 responsibilities by submitting a Digital Learning Platform log to the principal. The log will
5 indicate content, assessment, grading, and communication objectives met.

6 **ARTICLE 31. LUNCHROOM AIDES**

- 7 A. Elementary lunchroom aides will continue to be employed for supervision of lunch and/or
8 playgrounds during the elementary lunch periods providing at least one teacher out of every five
9 in the building is available in the building during the entire lunch period.

10 **ARTICLE 32. CASES OF ASSAULT**

- 11 A. Bargaining Unit members shall immediately report cases of assault in connection with their
12 employment to their principal or immediate supervisor. Such notification shall be immediately
13 forwarded to the Superintendent who shall comply with any reasonable request from the
14 Bargaining Unit Member for information in the possession of the Superintendent relating to the
15 incident of the persons involved, and shall act in appropriate ways to provide aid and assistance
16 to the Bargaining Unit Member, the Police, and the Courts.

- 17 B. The aid and assistance to be provided to the Bargaining Unit Member shall be as follows:

- 18 (1) When an absence or disability arises out of or from assault, employees shall suffer no loss in
19 sick days and receive all benefits covered by Workers Compensation.
- 20 (2) The District shall reimburse Bargaining Unit Members for costs incurred as a result of
21 assault including medical and repairing or replacing personal property that may have been
22 damaged or destroyed and not covered by insurance.
- 23 (3) In the event that criminal or civil charges are brought against employees in connection with
24 an assault, the employer shall provide legal counsel to act in the employee's defense.

- (4) The District shall have the right of subrogation to recover such expenses paid to a teacher and the teacher and the Association shall fully cooperate with the district to recover such expenses.

ARTICLE 33. GRIEVANCE PROCEDURE

A. Section 1. Definitions

- (1) A "Grievance" shall be defined as a claim or assertion that there has been a violation of any of the provisions of this Agreement.
- (2) An "Aggrieved Person" is defined as the Member or Members of the Bargaining Unit making the claim.
- (3) "Representative" as that term is used in this procedure shall mean any person or persons designated by the aggrieved.

B. Section 2. General Principles

- (1) In the event a grievance is filed on or after the end of the "school year," the parties shall make every effort to reduce the time limits set forth herein so that the grievance procedure may be exhausted as soon thereafter as practicable.
- (2) Failure at any step of this procedure to communicate the decision in writing on a grievance within the specified time limits shall be deemed to be a decision in favor of the Grievant. Failure at any step of this procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed acceptance of the decision rendered at that step.
- (3) No documents, communications, or records dealing with the processing of a grievance shall become part of the personnel files of any of the participants and shall be held confidential.
- (4) The Association or the designated representative may withdraw the grievance from the grievance procedure at any time.
- (5) Time limits shall be extended if person to whom a grievance is submitted is unable to act or respond to the grievance because of illness or some other extenuating circumstance. The

1 Superintendent or designee may designate someone to act in place of absent individual by
2 mutual consent of both parties.

3 (6) In addition to his or her own appearance in any of the steps listed below, the Aggrieved
4 party may be represented by a third party.

5 (7) Any Grievance filed shall describe the alleged violation of this Agreement by setting forth
6 the facts and circumstances as well as the specific provisions or provision of this Agreement
7 asserted to have been violated.

8 (8) If the person or persons to whom the grievance is submitted at any step is powerless to
9 attempt to resolve the grievance, the grievance shall automatically advance to the next step.

10 (9) Grievances or arbitration proceedings during the teacher work year shall be held after the
11 end of the teacher workday.

12 (10) Grievances shall designate specifically by name the individual or individuals filing the
13 Grievance, except in the case of a class action Grievance.

14 (11) No member of the bargaining unit shall be reprimanded in writing or discharged without
15 Just Cause.

16 (12) The arbitrator selected under the provisions of this Article shall have exclusive
17 jurisdiction to determine whether Just Cause exists, and if so, the appropriate penalty.

18 C. Section 3. Procedure

19 (1) The parties to this Agreement agree that an orderly and expeditious resolution of grievance
20 arising out of the interpretation of the terms of this Agreement shall provide for a three-step
21 process, which is described in the following paragraphs.

22 (a) Step I. Person, or persons, initiating the alleged grievance shall present the grievance, in
23 writing and on a form provided by the employer to the building principal within twenty-
24 one (21) calendar days after its occurrence. The building principal shall reply, in writing,
25 to the grievance within fourteen (14) calendar days after initial presentation of the
26 grievance.

(b) Step II. If the action in Step I above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within seven (7) calendar days to the Superintendent. The Superintendent shall reply in writing within a period of fourteen (14) calendar days.

(c) Step III. If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance may be referred within seven (7) calendar days to the Board of School Directors. The Board shall hold a hearing within twenty-one (21) calendar days of submission with the Association or their representative present and submit a decision in writing within fourteen (14) calendar days following the hearing.

(d) Step IV. If the action in Step III above fails to resolve the grievance to the satisfaction of the affected parties, the REA may refer the grievance to binding arbitration, as provided in Section 903 of the Act, provided that such referral is made within fourteen (14) calendar days of receipt of the decision by the REA designee following the date of the decision referred to in Step III.

ARTICLE 34. MEET AND DISCUSS

A. The parties hereto agree to meet and discuss in accordance with Section 702 of Act 195.

ARTICLE 35. SEPARABILITY

A. If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall be deemed invalid, but all other provisions or applications shall continue in full force and effect.

ARTICLE 36. WAIVERS

A. The parties agree that all negotiable items contained in this Agreement have been discussed during the negotiations leading to this Agreement, and that no additional negotiations on this Agreement will be conducted on any item, whether contained herein or not, except by mutual agreement, during the term of this Agreement.

1
2 **IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed the day and
3 year first above written.

4 **RIDLEY SCHOOL DISTRICT**

5 **By:** _____

6 **Attest:** _____

7 **Date:** _____

8
9 **RIDLEY EDUCATION ASSOCIATION**

10 **By:** _____

11 **Attest:** _____

12 **Date:** _____

13

14

MEMORANDA OF UNDERSTANDING

- A. It is hereby understood that the Ridley Education Association will provide representatives to meet with the Superintendent of Schools and representatives of his or her choosing, on a regular basis; days, times, and sites to be mutually determined by the REA and Superintendent, for the express purpose of discussing items of interest and concern that directly affect the educational enterprise.
- (1) These items may include, but are not limited to; teacher on-call time, methods for cost-containment of health care benefits, standardized test scores by students, teacher induction and evaluation, digital learning platform, and units for extracurricular payments.
- B. The Ridley School District shall comply with the requirements of the Family and Medical Leave Act of 1993. Any employee requesting FMLA consideration should contact the Personnel Office. Any FMLA rights exercised by the eligible Bargaining Unit Member are to be made on the form(s) provided by the district with the employee's discretion and to the extent required by the law and according to school district policies.
- C. An hourly rate of \$30.00 based on a seven and one half hour per diem rate of \$225.00 shall be paid Bargaining Unit Members for summer school, workshop attendance, curriculum writing, guidance and library activities during off school hours.
- D. The REA and the Superintendent of Schools may, at their mutual discretion, provide for sub-committees to examine pertinent issues.
- E. All full time special education teachers hired in the Ridley School District shall be provided 2 days of coverage for their regular classroom duties in order that they may write Individual Education Programs (IEP's) and/or hold IEP parent conferences. At the discretion of the Supervisor of Special Education or Supervisor of Pupil Services, up to 3 additional days may be requested. Following is the criteria to be used to determine the additional days: number of students on caseload, level of support provided, number of revision meetings held during the school year, and number of re-evaluation meetings on caseload.
- F. Part-time members shall be compensated at one-half of the substitute teacher rate for attendance at required in-service days that are not part of the normal workday.
- G. The REA and the school board jointly recognize the impact of the escalating cost of healthcare coverage. It is acknowledged that the plan design and employee contributions included in this agreement were determined and calculated based on a sharing of these increased costs by both parties.

- 1 H. Bargaining unit members at the elementary level who are informed after the final work day of
2 the preceding school year that they will be assigned to a different teaching position for the
3 following school year shall be released from attending district and building level meetings on the
4 first full day of the new school year for the purpose of unpacking and arranging their new
5 classroom, provided such time is needed for this purpose. Bargaining Unit Members who
6 request a transfer to a new assignment shall not be eligible for this release time. Bargaining Unit
7 Members at the secondary level who are involuntarily transferred shall also receive release time
8 on this day provided they have substantial instructional materials to relocate and arrange.
- 9 I. The Parties recognize the value in providing planning and preparation time for teachers during
10 the workday. The District will provide one period, during the student day, for each full time
11 member of the bargaining unit to plan and/or prepare. This planning period will coincide with
12 and be the same length of time as the students' scheduled instructional period consistent with
13 the building schedule.
- 14 (1) In cases where a schedule cannot provide for daily prep, the member will receive the
15 equivalent amount of prep over the course of a normal five-day week. In cases of work
16 weeks shortened by holidays, in-service days, or other events, the periods may be reduced
17 proportionally. In the event buildings need to be closed early because of weather or other
18 unforeseen circumstances, teachers may lose their planning period on that day.

2023-24 Salaries											
Step	Bachelors	Bach +12	Bach +21	Bach +27	Masters w/PC	Masters+9	Masters+15	Masters+24	Masters+30	Masters+39	Masters+45
1	\$51,965	\$52,358	\$52,820	\$55,787	\$58,755	\$61,065	\$63,374	\$67,993	\$72,601	\$73,594	\$74,587
2	\$53,940	\$54,563	\$55,187	\$58,951	\$62,716	\$65,026	\$67,324	\$71,619	\$75,904	\$77,220	\$78,536
3	\$55,984	\$56,780	\$57,566	\$61,330	\$65,591	\$68,848	\$72,601	\$76,238	\$79,864	\$81,839	\$83,814
4	\$57,369	\$58,651	\$59,945	\$63,698	\$67,462	\$71,227	\$74,980	\$78,744	\$82,497	\$85,142	\$87,775
5	\$58,362	\$60,337	\$62,312	\$66,076	\$69,829	\$73,594	\$77,359	\$81,112	\$84,876	\$88,629	\$92,394
6	\$59,344	\$61,827	\$64,298	\$68,247	\$72,208	\$75,973	\$79,726	\$83,490	\$87,243	\$91,008	\$94,773
7	\$60,337	\$62,808	\$65,280	\$69,240	\$73,201	\$77,647	\$82,105	\$85,858	\$89,622	\$93,387	\$97,140
8	\$61,781	\$63,305	\$66,273	\$70,234	\$74,183	\$78,640	\$83,098	\$87,544	\$92,001	\$95,754	\$99,519
9	\$61,781	\$64,298	\$68,247	\$71,712	\$75,176	\$79,633	\$84,079	\$88,537	\$92,983	\$97,440	\$101,886
10	\$61,781	\$65,742	\$69,240	\$72,705	\$76,169	\$80,615	\$85,072	\$89,518	\$93,976	\$98,918	\$103,872
11	\$0	\$0	\$70,234	\$73,698	\$77,162	\$81,608	\$86,066	\$90,511	\$94,969	\$99,911	\$104,854
12	\$0	\$0	\$72,532	\$76,342	\$80,153	\$84,587	\$89,022	\$93,387	\$97,763	\$102,810	\$107,856
13	\$0	\$0	\$74,887	\$79,206	\$83,525	\$87,728	\$91,932	\$96,251	\$100,570	\$105,501	\$110,431
14	\$0	\$0	\$77,555	\$82,497	\$87,451	\$92,197	\$96,944	\$100,108	\$103,272	\$109,381	\$112,152
15	\$0	\$0	\$78,837	\$84,437	\$89,183	\$93,710	\$98,422	\$101,759	\$105,454	\$111,436	\$115,478
					C		D		E		
Grandfathered					\$109,874		\$111,402		\$112,421		

2024-25 Salaries											
Step	Bachelors	Bach +12	Bach +21	Bach +27	Masters w/PC	Masters+9	Masters+15	Masters+24	Masters+30	Masters+39	Masters+45
1	\$52,952	\$53,352	\$53,823	\$56,847	\$59,871	\$62,225	\$64,578	\$69,285	\$73,980	\$74,992	\$76,004
2	\$54,965	\$55,600	\$56,235	\$60,071	\$63,908	\$66,261	\$68,603	\$72,980	\$77,346	\$78,687	\$80,029
3	\$57,047	\$57,859	\$58,659	\$62,496	\$66,838	\$70,156	\$73,980	\$77,687	\$81,382	\$83,394	\$85,406
4	\$58,459	\$59,766	\$61,083	\$64,908	\$68,744	\$72,580	\$76,404	\$80,240	\$84,065	\$86,759	\$89,442
5	\$59,471	\$61,484	\$63,496	\$67,332	\$71,156	\$74,992	\$78,828	\$82,653	\$86,489	\$90,313	\$94,149
6	\$60,472	\$63,002	\$65,520	\$69,544	\$73,580	\$77,416	\$81,241	\$85,077	\$88,901	\$92,737	\$96,573
7	\$61,484	\$64,002	\$66,520	\$70,556	\$74,592	\$79,123	\$83,665	\$87,489	\$91,325	\$95,161	\$98,986
8	\$62,954	\$64,508	\$67,532	\$71,568	\$75,592	\$80,135	\$84,677	\$89,207	\$93,749	\$97,574	\$101,410
9	\$62,954	\$65,520	\$69,544	\$73,074	\$76,604	\$81,147	\$85,677	\$90,219	\$94,749	\$99,292	\$103,822
10	\$62,954	\$66,991	\$70,556	\$74,086	\$77,616	\$82,147	\$86,689	\$91,219	\$95,761	\$100,798	\$105,846
11	\$0	\$0	\$71,568	\$75,098	\$78,628	\$83,159	\$87,701	\$92,231	\$96,773	\$101,810	\$106,846
12	\$0	\$0	\$73,910	\$77,793	\$81,676	\$86,195	\$90,713	\$95,161	\$99,621	\$104,763	\$109,906
13	\$0	\$0	\$76,310	\$80,711	\$85,112	\$89,395	\$93,679	\$98,080	\$102,480	\$107,505	\$112,530
14	\$0	\$0	\$79,028	\$84,065	\$89,113	\$93,949	\$98,786	\$102,010	\$105,234	\$111,459	\$114,283
15	\$0	\$0	\$80,335	\$86,042	\$90,878	\$95,491	\$100,292	\$103,692	\$107,458	\$113,553	\$117,672
					C		D		E		
Grandfathered					\$111,965		\$113,518		\$114,554		

2025-26 Salaries											
Step	Bachelors	Bach +12	Bach +21	Bach +27	Masters w/PC	Masters+9	Masters+15	Masters+24	Masters+30	Masters+39	Masters+45
1	\$53,853	\$54,259	\$54,738	\$57,814	\$60,889	\$63,283	\$65,676	\$70,463	\$75,238	\$76,267	\$77,296
2	\$55,899	\$56,545	\$57,191	\$61,093	\$64,994	\$67,387	\$69,769	\$74,221	\$78,661	\$80,025	\$81,389
3	\$58,017	\$58,843	\$59,657	\$63,558	\$67,974	\$71,349	\$75,238	\$79,008	\$82,765	\$84,812	\$86,858
4	\$59,453	\$60,782	\$62,122	\$66,011	\$69,913	\$73,814	\$77,703	\$81,605	\$85,494	\$88,234	\$90,963
5	\$60,482	\$62,529	\$64,575	\$68,476	\$72,366	\$76,267	\$80,168	\$84,058	\$87,959	\$91,848	\$95,750
6	\$61,500	\$64,073	\$66,634	\$70,726	\$74,831	\$78,732	\$82,622	\$86,523	\$90,412	\$94,314	\$98,215
7	\$62,529	\$65,090	\$67,651	\$71,756	\$75,860	\$80,468	\$85,087	\$88,976	\$92,878	\$96,779	\$100,668
8	\$64,025	\$65,604	\$68,680	\$72,785	\$76,877	\$81,497	\$86,116	\$90,724	\$95,343	\$99,232	\$103,134
9	\$64,025	\$66,634	\$70,726	\$74,316	\$77,907	\$82,526	\$87,133	\$91,753	\$96,360	\$100,979	\$105,587
10	\$64,025	\$68,129	\$71,756	\$75,346	\$78,936	\$83,543	\$88,163	\$92,770	\$97,389	\$102,511	\$107,645
11	\$0	\$0	\$72,785	\$76,375	\$79,965	\$84,572	\$89,192	\$93,799	\$98,418	\$103,540	\$108,662
12	\$0	\$0	\$75,166	\$79,115	\$83,065	\$87,660	\$92,255	\$96,779	\$101,315	\$106,544	\$111,774
13	\$0	\$0	\$77,607	\$82,083	\$86,559	\$90,915	\$95,271	\$99,747	\$104,223	\$109,333	\$114,443
14	\$0	\$0	\$80,372	\$85,494	\$90,628	\$95,546	\$100,465	\$103,744	\$107,023	\$113,354	\$116,226
15	\$0	\$0	\$81,700	\$87,504	\$92,423	\$97,114	\$101,997	\$105,455	\$109,285	\$115,484	\$119,672
					C		D		E		
Grandfathered					\$113,868		\$115,448		\$116,501		

2026-27 Salaries											
Step	Bachelors	Bach +12	Bach +21	Bach +27	Masters w/PC	Masters+9	Masters+15	Masters+24	Masters+30	Masters+39	Masters+45
1	\$54,768	\$55,182	\$55,669	\$58,797	\$61,924	\$64,359	\$66,793	\$71,661	\$76,517	\$77,564	\$78,610
2	\$56,849	\$57,506	\$58,164	\$62,131	\$66,099	\$68,533	\$70,955	\$75,483	\$79,998	\$81,385	\$82,773
3	\$59,003	\$59,843	\$60,671	\$64,638	\$69,129	\$72,562	\$76,517	\$80,351	\$84,172	\$86,254	\$88,335
4	\$60,464	\$61,815	\$63,178	\$67,133	\$71,101	\$75,069	\$79,024	\$82,992	\$86,947	\$89,734	\$92,509
5	\$61,511	\$63,592	\$65,673	\$69,641	\$73,596	\$77,564	\$81,531	\$85,487	\$89,454	\$93,410	\$97,378
6	\$62,545	\$65,162	\$67,766	\$71,929	\$76,103	\$80,071	\$84,026	\$87,994	\$91,949	\$95,917	\$99,885
7	\$63,592	\$66,196	\$68,801	\$72,975	\$77,150	\$81,836	\$86,533	\$90,489	\$94,457	\$98,424	\$102,380
8	\$65,113	\$66,720	\$69,847	\$74,022	\$78,184	\$82,882	\$87,580	\$92,266	\$96,964	\$100,919	\$104,887
9	\$65,113	\$67,766	\$71,929	\$75,580	\$79,231	\$83,929	\$88,615	\$93,313	\$97,998	\$102,696	\$107,382
10	\$65,113	\$69,288	\$72,975	\$76,627	\$80,278	\$84,963	\$89,661	\$94,347	\$99,045	\$104,254	\$109,475
11	\$0	\$0	\$74,022	\$77,673	\$81,324	\$86,010	\$90,708	\$95,394	\$100,092	\$105,301	\$110,510
12	\$0	\$0	\$76,444	\$80,460	\$84,477	\$89,150	\$93,824	\$98,424	\$103,037	\$108,355	\$113,674
13	\$0	\$0	\$78,927	\$83,479	\$88,030	\$92,461	\$96,891	\$101,443	\$105,994	\$111,191	\$116,388
14	\$0	\$0	\$81,738	\$86,947	\$92,168	\$97,171	\$102,173	\$105,508	\$108,842	\$115,281	\$118,202
15	\$0	\$0	\$83,089	\$88,992	\$93,994	\$98,765	\$103,731	\$107,248	\$111,143	\$117,447	\$121,707
					C		D		E		
Grandfathered					\$115,804		\$117,410		\$118,481		

	<u>Page</u>		<u>Page</u>
Association Leave	27	Personnel File	29
Annuities (403b)	14	Preparation Time	37
Bereavement Leave	27	Prescription Drug Plan	4-5
Cases of Assault	31-32	Professional Develop Leave	23-26
Childrearing Leave	20-21	Public Office Leave	28
Coverage Payment	13	Recognition	1
Dental Benefits	3	Remunerated Sick Leave	13-14
Digital Learning	30-31	Ridley Professional Institute (RPI)	8, 11
Dues Deductions	14-15	Sabbatical Leave	21-26
Emergency Leave	28	Salary Tables	38-39
Exchange Teaching	26	Salary Track Change	9-11
Flexible Professional Development (FPD)	28	Separability	34
Grievance Procedure	32-34	Sick Leave	16-17
Health Sabbatical	21-23	Sick Leave Bank	17-19
Index	40	Signature Page	35
Job Security and Progression	29-30	Special Ed IEP Days	36
Life Insurance	5	Summer Rate	36
Lunchroom Aides	31	Supplemental Salaries	12-13
Medical Benefits	1-3	Term of Agreement	1
Meet and Discuss	34	Tuition Reimbursement	5-8
Memo of Understanding	36-37	Unpaid Leaves of Absence	27-28
Mileage Allowance	8	Vacation Club	14
Military Leave	28	Vision Insurance	4
No Strikes-No Lockouts	14	Wages and Salaries	8-9
Other Payroll Deductions	14	Waivers	34
Payroll Payment	15	Work Day	28-29
Personal Leave	15-16	Work Year	28