

**COLLECTIVE BARGAINING
AGREEMENT**

Between

PLEASANT VALLEY SCHOOL DISTRICT

And

PLEASANT VALLEY EDUCATION ASSOCIATION



Effective July 1, 2021 - June 30, 2025

The Pleasant Valley School District will not discriminate in its educational programs, activities, or employment practices, based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, or any other legally protected classification.

For information regarding civil rights or grievance procedures, contact the Title IX/Section 504 Coordinator at Pleasant Valley School District Administration Building, Rte. 115, Brodheadsville, PA 18322. Telephone: 570-402-1000, ext. 1209.

COLLECTIVE BARGAINING AGREEMENT

AGREEMENT made this 9th day of May, 2022, by and between PLEASANT VALLEY SCHOOL DISTRICT, a Pennsylvania school district with its offices at Brodheads ville, Monroe County, Pennsylvania, hereinafter called the “PVSD”; and PLEASANT VALLEY EDUCATION ASSOCIATION, an employee organization within the aforementioned school district, hereinafter called the “PVEA”;

WITNESS THAT:

WHEREAS, by certificate of the Pennsylvania Labor Relations Board, dated the 16th day of December, 1970, pursuant to a joint request for certification under Article VI, Section 602(a) of the Public Employee Relations Act, being Act 195 of 1970, the said Pennsylvania Labor Relations Board did certify the PVEA, PSEA and NBA as the exclusive representative of the employees of the employer for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment, of a unit described as follows:

A subdivision of the employer unit comprised of classroom teachers, librarians, guidance counselors, and school nurses; and excluding supervisors, first level supervisors, and confidential employees as defined in the Act; and,

WHEREAS, the said parties have reached certain agreements which they now desire to reduce to writing, pursuant to the provisions of Section 901 of the aforementioned Public Employee Relations Act;

NOW, THEREFORE, the parties hereto have agreed and do hereby agree as follows:

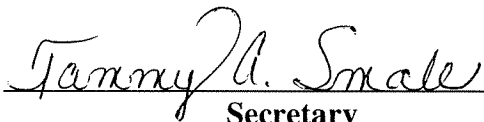
- 1) This agreement sets forth all the terms and conditions to which each party agrees to be bound provided, however, that any items, including prior Collective Bargaining Agreements between the same parties, which are not expressly modified, terminated, or omitted by the terms or conditions of this Agreement, are herein incorporated by references as though therein fully set forth.
- 2) The term of this Agreement shall be from July 1, 2021 to June 30, 2025; provided, however, that each party hereto expressly reserves the right at its option to reopen and renegotiate the terms of this Agreement, not earlier than the month of January 2024 for the 2024-2025 school year.
- 3) Both parties agree faithfully to abide by the provisions of Act 88 of 1992 and Act 195 of 1970, the Public Employee Relations Act. The Employer pledges, as a condition of the various provisions of this Agreement to which the Employer has agreed, that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement, and, the Bargaining Agent pledges that, as a condition of the various provisions of this Agreement to which the Bargaining Agent has agreed, members of the Bargaining Unit will not engage in a strike, as that term is defined in the aforementioned Act 195, during the term of this Agreement.

- 4) The parties agree that wages and salaries to be affected by this Agreement are accurately reflected in Appendix A attached hereto and by reference made a part hereof this contract.
- 5) The parties agree that terms and conditions of employment to be affected by this Agreement are all accurately reflected in Appendix B attached hereto and by reference made part hereof this Collective Bargaining Agreement.
- 6) The parties agree that other employee benefits to be affected by this Agreement are all accurately reflected in Appendix C and Appendix D attached hereto and by reference made part hereof this Collective Bargaining Agreement.
- 7) The parties agree that all items negotiated and agreed upon have been incorporated into this Agreement and that no additional negotiations on this Agreement will be conducted on any item where contained herein or not during the term of this Agreement, except that the parties reserve the right to discuss items not herein incorporated in subsequent contract negotiations.
- 8) If any paragraph or part of this Agreement shall for any reason be adjudged by a court of competent jurisdiction to be invalid, such judgments shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the paragraph or part thereof on which such judgment shall have been rendered and it is hereby declared to be the intent of the parties that this Agreement would have been entered into and made had such invalid provisions not been included.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective duly authorized officers on the day and year first above set forth.

ATTEST:

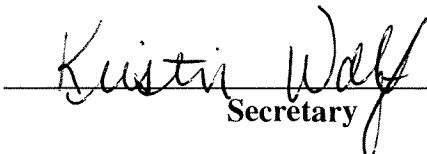
**PLEASANT VALLEY SCHOOL DISTRICT
BOARD OF EDUCATION**

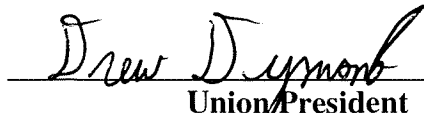

Secretary


Board President

ATTEST:

**PLEASANT VALLEY
EDUCATION ASSOCIATION**


Secretary


Union President

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SALARY SCHEDULES

For the first 24 pays of the 2021-2022 school year, employees will be paid pursuant to the 2020-2021 salary schedule.

Pleasant Valley School District

Salary Schedule

2021-2022 (1st Year)

(For the last two pay periods of 2021-2022, employees shall move to this salary schedule)

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	46467	48567	50667	52467	54267	56067	58067	60067	62067	64067	67067	70567	74067
2	46867	48967	51067	52867	54667	56467	58467	60467	62467	64467	67467	70967	74467
3	47367	49467	51567	53367	55167	56967	58967	60967	62967	64967	67967	71467	74967
4	47867	49967	52067	53867	55667	57467	59467	61467	63467	65467	68467	71967	75467
5	48767	50867	52967	54767	56567	58367	60367	62367	64367	66367	69367	72867	76367
6	49667	51767	53867	55667	57467	59267	61267	63267	65267	67267	70267	73767	77267
7	50567	52667	54767	56567	58367	60167	62167	64167	66167	68167	71167	74667	78167
8	51467	53567	55667	57467	59267	61067	63067	65067	67067	69067	72067	75567	79067
9	52367	54467	56567	58367	60167	61967	63967	65967	67967	69967	72967	76467	79967
10	53367	55467	57567	59367	61167	62967	64967	66967	68967	70967	73967	77467	80967
11	54567	56667	58767	60567	62367	64167	66167	68167	70167	72167	75167	78667	82167
12	57567	59667	61767	63567	65367	67167	69167	71167	73167	75167	78167	81667	85167
13	62267	64367	66467	68267	70067	71867	73867	75867	77867	79867	82867	86367	89867
14	71017	73117	75217	77017	78817	80617	82517	84517	86517	88517	91517	95017	98517

For the last two pay periods of 2021-2022, employees shall move to this salary schedule.

Any employee who in the preceding instructional year served ninety (90) or more student days shall be credited with step movement as applicable, within the contract.

If the service provided was fewer than ninety (90) student days, then there shall be no step movement the following year for the employee.

Employees will be required to possess a Master's Degree to continue horizontal columnar movement on the salary schedule beyond the ME or BA + 36

Pleasant Valley School District

Salary Schedule

2022-2023 (2nd Year)

(Employees shall remain on the 2021-2022 salary schedule through the 16th pay and then move to the 2022-2023 schedule herein for the remaining 10 pays of 2022-2023)

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	47357	49457	51557	53357	55157	57057	59057	61057	63057	65057	68057	71557	75057
2	47757	49857	51957	53757	55557	57457	59457	61457	63457	65457	68457	71957	75457
3	48257	50357	52457	54257	56057	57957	59957	61957	63957	65957	68957	72457	75957
4	48757	50857	52957	54757	56557	58457	60457	62457	64457	66457	69457	72957	76457
5	49657	51757	53857	55657	57457	59357	61357	63357	65357	67357	70357	73857	77357
6	50557	52657	54757	56557	58357	60257	62257	64257	66257	68257	71257	74757	78257
7	51457	53557	55657	57457	59257	61157	63157	65157	67157	69157	72157	75657	79157
8	52357	54457	56557	58357	60157	62057	64057	66057	68057	70057	73057	76557	80057
9	53257	55357	57457	59257	61057	62957	64957	66957	68957	70957	73957	77457	80957
10	54257	56357	58457	60257	62057	63957	65957	67957	69957	71957	74957	78457	81957
11	55457	57557	59657	61457	63257	65157	67157	69157	71157	73157	76157	79657	83157
12	58457	60557	62657	64457	66257	68157	70157	72157	74157	76157	79157	82657	86157
13	63157	65257	67357	69157	70957	72857	74857	76857	78857	80857	83857	87357	90857
14	71857	73957	76057	77857	79657	81557	83457	85457	87457	89457	92457	95957	99457

Employees shall remain on the 2021-2022 salary schedule through the 16th pay of the 2022-2023 school year and then move to the 2022-2023 schedule herein for the remaining 10 pays of 2022-2023.

Any employee who in the preceding instructional year served ninety (90) or more student days shall be credited with step movement as applicable, within the contract.

If the service provided was fewer than ninety (90) student days, then there shall be no step movement the following year for the employee.

Employees will be required to possess a Master's Degree to continue horizontal columnar movement on the salary schedule beyond the ME or BA + 36

Pleasant Valley School District

Salary Schedule

2023-2024 (3rd Year)

(Employees shall remain on the 2022-2023 salary schedule through the 8th pay and then move to the 2023-2024 schedule herein for the remaining 18 pays of 2023-2024)

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	49857	51957	54057	55857	57657	59557	61557	63557	65557	67557	70557	74057	77557
2	50257	52357	54457	56257	58057	59957	61957	63957	65957	67957	70957	74457	77957
3	50757	52857	54957	56757	58557	60457	62457	64457	66457	68457	71457	74957	78457
4	51257	53357	55457	57257	59057	60957	62957	64957	66957	68957	71957	75457	78957
5	52157	54257	56357	58157	59957	61857	63857	65857	67857	69857	72857	76357	79857
6	53057	55157	57257	59057	60857	62757	64757	66757	68757	70757	73757	77257	80757
7	53957	56057	58157	59957	61757	63657	65657	67657	69657	71657	74657	78157	81657
8	54857	56957	59057	60857	62657	64557	66557	68557	70557	72557	75557	79057	82557
9	55757	57857	59957	61757	63557	65457	67457	69457	71457	73457	76457	79957	83457
10	56757	58857	60957	62757	64557	66457	68457	70457	72457	74457	77457	80957	84457
11	57957	60057	62157	63957	65757	67657	69657	71657	73657	75657	78657	82157	85657
12	60957	63057	65157	66957	68757	70657	72657	74657	76657	78657	81657	85157	88657
13	65457	67557	69657	71457	73257	75157	77157	79157	81157	83157	86157	89657	93157
14	72957	75057	77157	78957	80757	82657	84657	86657	88657	90657	93657	97157	100657

Employees shall remain on the 2022-2023 salary schedule through the 8th pay of the 2023-2024 school year and then move to the 2023-2024 schedule herein for the remaining 18 pays of 2023-2024.

Any employee who in the preceding instructional year served ninety (90) or more student days shall be credited with step movement as applicable, within the contract.

If the service provided was fewer than ninety (90) student days, then there shall be no step movement the following year for the employee.

Employees will be required to possess a Master's Degree to continue horizontal columnar movement on the salary schedule beyond the ME or BA + 36

Pleasant Valley School District

Salary Schedule

2024-2025 (4th Year)

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	52642	54742	56842	58842	60842	62842	64842	66842	68842	70842	73842	77342	80842
2	53042	55142	57242	59242	61242	63242	65242	67242	69242	71242	74242	77742	81242
3	53542	55642	57742	59742	61742	63742	65742	67742	69742	71742	74742	78242	81742
4	54042	56142	58242	60242	62242	64242	66242	68242	70242	72242	75242	78742	82242
5	54942	57042	59142	61142	63142	65142	67142	69142	71142	73142	76142	79642	83142
6	55842	57942	60042	62042	64042	66042	68042	70042	72042	74042	77042	80542	84042
7	56742	58842	60942	62942	64942	66942	68942	70942	72942	74942	77942	81442	84942
8	57642	59742	61842	63842	65842	67842	69842	71842	73842	75842	78842	82342	85842
9	58542	60642	62742	64742	66742	68742	70742	72742	74742	76742	79742	83242	86742
10	59542	61642	63742	65742	67742	69742	71742	73742	75742	77742	80742	84242	87742
11	60542	62642	64742	66742	68742	70742	72742	74742	76742	78742	81742	85242	88742
12	63542	65642	67742	69742	71742	73742	75742	77742	79742	81742	84742	88242	91742
13	68042	70142	72242	74242	76242	78242	80242	82242	84242	86242	89242	92742	96242
14	74542	76642	78742	80742	82742	84742	86742	88742	90742	92742	95742	99242	102742

Any employee who in the preceding instructional year served ninety (90) or more student days shall be credited with step movement as applicable, within the contract.

If the service provided was fewer than ninety (90) student days, then there shall be no step movement the following year for the employee.

Employees will be required to possess a Master's Degree to continue horizontal columnar movement on the salary schedule beyond the ME or BA + 36

Additional Compensation

An annual stipend of \$1,000.00 will be paid to Bargaining Unit Members who are assigned to any of the following classrooms:

- a) Life Skills
- b) Emotional Support
- c) Physical Support
- d) Autistic Support
- e) Multiple Disabilities

The stipend under this part shall be subject to the teacher in the classroom working at least ninety-one days in a given year and receiving an annual performance review of at least proficient.

National Board Certification

An annual stipend of \$1,000.00 will be paid to Bargaining Unit Members who have obtained and maintain a national board certification through the National Board for Professional Teaching Standards or the National Board for Certification of School Nurses or the American Nurses Credentialing Center for education specialists employed as school nurses within the Pleasant Valley School District.

APPENDIX B

1) SEVERANCE/TERMINATION

Effective upon ratification of this Agreement, the Board of Education (Board) will pay to each employee retiring and receiving a pension from the Public School Employees Retirement System one hundred fifteen (\$115.00) dollars per day for earned sick days whether earned at PVSD or another District. Payment for earned, unused sick days will be made by the district into an enhanced TSA account in the employee's name. The employee shall provide the district within one (1) year following his/her retirement date his/her enhanced TSA account information. Failure to provide PVSD with the appropriate account information and to complete the required forms within this designated timeline, will result in forfeiture of the funds by the employee. The District shall make payment into the retiree's TSA account within ninety (90) calendar days of the latter of the date of his/her retirement or the creation of his/her TSA account.

2) RETIREMENT INCENTIVE

Annually, the President of the Association may contact the District to formally request a Retirement Incentive. This request shall be made no later than January 15th of a given year. The District shall provide the President of the Association with a response no later than thirty (30) days after the formal request or as soon as practicable. Should the District decide to offer a Retirement Incentive, the details shall be provided no later than February 28th.

3) INSURANCE BENEFITS FOR RETIRED EMPLOYEES

Employees who are eligible for pension benefits and who have been employees of the PVSD for a minimum of twenty-five (25) years and who retire and receive a pension, shall receive Medical Benefits for themselves at PVSD expense, through and including the last day of the month preceding the month the retired employee attains the age of sixty-five (65). Such retired employees shall have the option of paying family coverage premiums to the PVSD and remaining a member of the group. Employees who retire under traditional coverage must switch to the PPO plan upon retirement. If the retiree and his/her spouse are both retired from the PVSD and are both eligible for medical benefits, the PVSD will provide "husband and wife" coverage. The retiree and his/her spouse must select who will be the plan holder for them jointly by no later than thirty (30) calendar days after retirement. If no selection has been made, then the retiree with the earlier birth date (month) will be selected as the plan holder. In the event of death or divorce, the dependent spouse can be re-enrolled as an individual in the PVSD plan within sixty (60) calendar days after the death or divorce. Retired professional employees shall make a monthly contribution of the benefit costs equal to the amount of premium assistance for which the retired employee is eligible from Public School Employee Retirement System (PSERS). Should PSERS discontinue premium assistance, retirees will be required to pay the employee contribution rate as it existed when they

retired for the period of time in which they choose to remain on PVSD -provided coverage.

4) **CREDIT AND TUITION REIMBURSEMENT**

All employees who hold a certificate/permit recognized by the Pennsylvania Department of Education shall be entitled to credit reimbursement for graduate, undergraduate, or in-service courses at the tuition rate of East Stroudsburg University* to a maximum of twelve (12) credits per individual per contract year, provided that such credits were approved and registered one week in advance with the PVSD Superintendent of Schools. Additionally, any credits used for salary purposes must be approved by the Superintendent with the understanding that the credits as determined by him/her will be of benefit to the PVSD instructional program and are from an appropriately accredited institution. Any tuition paid by the employee in excess of the tuition rate of East Stroudsburg University shall be the sole expense of the employee.

For credits to be counted towards a contract year's limit, the course must be completed, and all required paperwork submitted by June 30th. Otherwise the credits will count towards the limit of the following contract year.

The District will provide tuition reimbursement with an annual tuition cap of \$100,000. In addition, the District will provide an additional \$25,000 annually to employees looking to achieve Instructional II Certification only. The tuition reimbursement caps herein will be on a first come/first served basis.

Correspondence/video courses will not be reimbursed nor credited towards movement on the salary scale. Distance learning courses approved by the superintendent will be reimbursed and credited toward movement on the salary scale.

Intermediate Unit credits completed after July 1, 2018, shall not be considered for credit advancement on the salary schedule.

Coursework completed by August 31st of a given year shall be credited for column movement effective for the first pay period of the professional work year.

In order for an employee to qualify for column movement effective with the first pay period of the professional year all required paperwork must be submitted to the District by October 1st. Failure to provide the necessary paperwork will result in column movement not occurring until, at the earliest the next full pay period following October 1st.

Deadline for submission of appropriate documents is October 1.

Credit reimbursement will be made within thirty (30) calendar days of appropriate documentation being provided to the business office. Documentation shall include receipt and grade report which must be submitted to the Superintendent's office for verification. If an advanced degree is obtained, submission of official transcript or

diploma will be required. To receive reimbursement, the employee must receive a grade of ‘‘B’’ or better.

An employee must remain in the PVSD for thirty-six (36) months following reimbursement, with the exception of retirement; otherwise, the cost of reimbursement will be returned to the PVSD. In the event the employee terminates his/her employment prior to the thirty-six (36) month period, the re-payment will be prorated as follows:

Period of Time Since District Reimbursement and termination of Employment	Amount of Repayment
Less than twelve 12 months	Full
Greater than or equal to twelve (12) months but less than twenty-four 24 months	Two-Thirds
Greater than or equal to twenty-four (24) months but less than thirty-six (36) months	One-Third
Greater than or equal to thirty-six (36) months	Zero

Payment in full must be made within one (1) year of leaving PVSD’s employment. If legal action must be taken by the PVSD to secure repayment, all costs associated with the legal filing will be added to the amount that must be repaid.

*If tuition costs increase to a rate greater than \$400/credit, PVEA and Board agree to meet and discuss this item.

5) PAYDAY

The Board will pay salaries every other Friday. Normal years shall have 26 bi-weekly pays.

6) HOSPITALIZATION, HEALTH, AND DENTAL INSURANCE (HHDI)

A. HEALTH INSURANCE

The Board shall pay the full cost for the purchase of HHDI for all full-time employees and their dependents subject to the listed deductible rates, and an employee contribution toward the cost of the plan. and the Spousal Eligibility rule.

The In-Network Deductible will be as follows:

July 1, 2021 through December 31, 2022:

Single: \$250

Family: \$500

Effective January 1, 2023:

Single: \$700

Family: \$1,400

Effective January 1, 2025:
 Single: \$725
 Family \$1,450

The Out-Of-Network Deductible will be as follows:

Single: \$1,000
 Family: \$2,000

A co-insurance of \$500/\$1000 will remain in effect until December 31, 2022. Effective January 1, 2023, the co-insurance will sunset.

The Employee contribution will be as follows:

	Effective 8/1/2022, Per Pay Premium Contribution 24 Pays for 2022-2023 and 24 pays for 2023-2024	Effective 9/1/2024 Per Pay Premium Contribution (24 Pays) for 2024-2025
Single	\$15.00	\$25.00
Employee/Spouse	\$30.00	\$40.00
Parent/Child	\$25.00	\$35.00
Parent/Children	\$35.00	\$45.00
Family	\$40.00	\$50.00

FSA 125 Accounts:

The District shall adopt a flexible spending account for both medical and dependent care. Any premium share shall be administered through the Section 125 pre-taxes medical account. For administrative convenience, all employee contributions into Section 125 accounts under this Agreement shall be deposited into qualified accounts established for each eligible employee with District approved vendors who shall be responsible for administering such program. Contribution limits for employees for both medical and dependent care into such accounts shall adhere to the Internal Revenue Service limits, which may change from time to time during this Agreement.

Spousal Eligibility Rule:

Beginning in July 2018, a spouse of a covered employee who has coverage from another employer has the option to be covered under the PVSD plan at a cost of sixty dollars (\$60.00) per month for the length of the contract.

Employee co-pay for doctor visits and prescriptions will be as listed. Mail order is no longer required.

Office Visit - Primary	Twenty dollars (\$20.00) per visit
Office Visit - Specialist	Twenty five dollars (\$25.00) per visit
Urgent Care	Fifty dollars (\$50.00) per visit
Emergency Room	One hundred dollars (\$100.00) per visit - waived if admitted

Effective September 1, 2022, the Prescription co-pays will be as follows:

Prescription Type	Retail (30 Day Supply)	Mail Order (90 Day Supply)
Generic	\$20	\$40
Brand Preferred	\$40	\$80
Brand Non-Preferred	\$80	\$120

Step Therapy and Quantity Limits will apply.

The PVSD will provide only a PPO plan as the health insurance coverage for new and current employees. All new employees or current employees who become eligible for health insurance coverage shall be offered enrollment in a PPO plan.

The PPO plan will follow any limits associated with the Affordable Care Act. Please refer to the Schedule of Benefits for the full description of available benefits.

An employee may, at his/her option, elect to withdraw from the aforementioned PVSD provided coverage. This election must be made by September 1st and will continue for at least one (1) year, except in the event of loss of coverage through no fault of the employee. Such loss of coverage will permit the immediate re-enrollment for coverage under the PVSD policy.

Eligible dependent children are covered to age twenty-six (26) as per federal law. Dependent children with an intellectual disability as per federal law are eligible for medical care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

The Board shall have the right to secure an alternative underwriter providing that coverage is equivalent or better than that provided above for fewer premium dollars. If an alternative carrier is secured, there should be no provisions barring pre-existing conditions. If an alternative carrier is secured, the PVSD would agree to provide in-service sessions to explain the new carrier. Insurance provided in this section is outlined with specific coverage in a plan document which is available on the Employee Benefit Trust of Northeastern Pennsylvania website. This website is available through the PVSD employee home page.

If an employee and his/her spouse are both employed by the PVSD, the district will not provide individual coverage for each employee. A two party or family coverage plan will be provided.

B. DENTAL INSURANCE

Prepaid Dental Insurance - The Board shall pay the insurance premiums in each year of the contract for individual or family coverage as required in the Prepaid Dental Insurance plan providing the following coverage:

Dental Service	Paid By Patient Using Participating Providers
Diagnostic	0%
Preventative	0%
Basic Restorative	0%
Oral Surgery	0%
Endodontics	0%
Periodontics	0%
Denture Repair	0%
Major Restorative	0%
Prosthodontics	0%
(maximum -- \$1,500 per person per contract year)	
Orthodontics-(\$1,200 maximum)	20%

Eligible dependent children are covered to age nineteen (19), unless they are students in a bona fide institution of higher education, in which case, eligibility is extended to age twenty-three (23). Dependent children with an intellectual disability as per federal law are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

The Board shall have the right to secure an alternative underwriter, providing that coverage is equivalent to or better than that provided above for fewer premium dollars.

C. HHDI GENERAL

Any employee who is in unpaid status or who is suspended, with the exception of those times protected by State and/or Federal law, or has been approved extended unpaid bereavement leave, shall be responsible for a pro-rated share of the cost of the School District-paid benefits for each day they are in unpaid status. The employee who is in an unpaid status is required to reimburse the school district within thirty (30) days of the date of the last day of the unpaid leave. Failure to make such payment in full will result in the School District withholding the payment from the employee's immediately preceding paycheck.

D. VISION CARE

The Employer shall provide and pay the premium for vision care for eligible Employees and eligible dependents during the terms of the Agreement. The program shall include a \$5.00 deductible per individual per benefit period.

The Employer shall have the right to select the carrier from time to time. The Employer agrees to provide to the Membership a list of participating doctors. The Employer agrees to provide all Employees a current health benefits booklet describing the specifics of vision coverage as soon as the booklet is received from the carrier in printed form.

7) LIFE INSURANCE

The Board shall provide to each professional employee a term life insurance policy in the amount of \$100,000.

8) PAYROLL DEDUCTIONS

- A. ASSOCIATION DUES: The Board will provide payroll deductions for PVEA, PSEA/NEA dues. These collected dues shall be transmitted monthly to the designated officer of PVEA.
- B. FINANCIAL INSTITUTION DEDUCTIONS: Each member of the bargaining unit, upon his/her written authorization, shall be provided the opportunity of payroll deductions for payment to the employee's financial institution. The number of individual accounts shall be limited to three (3) per member of the bargaining unit.
- C. TAX DEFERRED ANNUITY PLAN: The Board will continue to afford employees the opportunity to have Tax Deferred Annuity deductions from their pay. The number of underwriters shall be limited to four (4). PVEA shall specify which four.

9) PER DIEM SALARY

The daily rate of contracted teachers shall be established by dividing one hundred eighty-four (184) days into the basic salary of each teacher.

10) LEAVES

- A. PERSONAL/SICK DAY CREDITING: All members of the bargaining unit shall be credited on the first teacher day of each year with their personal and sick day entitlements. Teachers employed after the first teacher day of the year shall be credited on a prorated basis as of the date of employment for such days. The prorated fraction shall be multiplied by the contractual personal and sick day entitlements and shall be rounded to the nearest whole number and credited accordingly.

- B. **PERSONAL LEAVE:** The Board shall credit each member of the bargaining unit with three (3) personal days of leave annually. Written notification of this leave shall be filed with the building principal at least two (2) days prior to the date of leave. This two (2) day notice may be waived by the principal if an emergency warrants such waiver.

It is understood that the use of personal days will not exceed ten percent (10%) of the faculty within each building. Each building will limit the use of personal days to five percent (5%) of the professional staff for the first fifteen (15) workdays and last fifteen (15) work days of the school year in addition to the day before and day after fall recess, winter recess and spring recess.

Personal days may be accumulated from year-to-year to a maximum of five (5) days. This accumulation will take effect automatically at the conclusion of the school year for unused personal days up to two (2) days. Professional staff that do not want their personal days to accumulate must notify the business manager, in writing, prior to June 1 of the previous year.

At the conclusion of each academic year (June 30), all unused, non-accumulated personal days will be credited to an individual's sick days. Retirees will have their unused personal days credited to their sick days upon retirement.

- C. **SICK LEAVE:** Each employee is afforded ten (10) days of sick leave annually. The unused days shall accumulate without limit. The PVSD agrees to the formulation of a sick leave bank, which will be established by the contribution of employees' sick days. Guidelines for the establishment of this bank have been established by joint input from PVEA, Board, and administration.

In addition to benefits provided elsewhere herein, each employee shall be entitled to use their available unused sick leave for up to three (3) days for bereavement leave, as defined in Item F. Each employee shall be entitled to use up to five (5) of these days for family illness or emergency. It is understood that the Superintendent, at his/her discretion, may award additional days.

- D. **SICK LEAVE INCENTIVE:** This incentive was sunset on July 1, 2021 and is not applicable for this Agreement.
- E. **INJURY LEAVE:** Workers' Compensation Insurance, as required by law, will be in force during the term of this agreement. Employees suffering injuries during the course of their employment shall immediately (within twenty-four (24) hours or as soon as possible), report such injury to the building principal.

An employee receiving workers' compensation may use sick leave limited to the difference between workers' compensation and regular sick pay.

The employee shall have the option to receive full sick leave and return all workers' compensation insurance payments to the employer. In either event, sick leave utilized shall be deducted from accumulated sick leave on a prorated basis.

The employee shall give a written determination of the use of full sick leave, a combination of sick leave and workers' compensation, or workers' compensation to the business office within twenty-one (21) days of the injury. Once the determination of type of pay is made, the employee may not change his/her decision. If within the required twenty-one (21) days the employee makes no written determination of the type of pay to be received, the employee shall be required to accept the workers' compensation allowance, if approved by the insurance company.

Any employee who has received more than one (1) calendar year of full workers' compensation disability, with physician statement that the employee cannot perform their essential job functions, shall be discharged from his/her employment with the PVSD.

F. BEREAVEMENT LEAVE:

Death of a Spouse, Parent, Child

Each employee shall be allowed up to five (5) days leave of absence for the death of any of the following family members: a husband, wife, domestic partner, mother, father, son, daughter, step-father, step-mother, step-son, or step-daughter.

Death of Immediate Family

Each employee shall be allowed up to three (3) days leave of absence for the death of any of the following family members: Brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandparent, step-grandparent, or near relative who resides in the same household, or any person with whom the employee has made his/her home.

Death of Near Relative

Each employee shall be allowed a one (1) day leave of absence for the death of any of the following family member: first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Proof of bereavement leave may be requested. Examples of proof can include obituary, funeral notice, memorial card or written request that discloses the deceased's name, date of death, the relationship of the deceased to the employee, and city of death. Additional days may be granted by the Superintendent, if in his/her judgment, the days are warranted.

- G. **SABBATICAL LEAVE:** Employees in the bargaining unit shall be granted paid leave in accordance with sabbatical leave provisions set forth in Sections 1166, 1167, 1168, 1169 and 1170 of the Public School Code of 1949, as amended, upon recommendation of the Board. [See appropriate Board of Education policies]
- H. **CHILD BEARING/CHILD REARING LEAVE:** The employer shall grant a child rearing leave of absence to any member of the bargaining unit at the termination of her temporary disability or sick leave due to pregnancy and childbirth of the member's child, or at the time of adoption of a pre-kindergarten child. Child rearing leave shall also be available to male members upon the birth of his child or at the time of adoption of a pre-kindergarten child. This leave will be granted for a maximum of up to one (1) year. Requests for child rearing leave shall be submitted approximately sixty (60) days prior to the date of delivery or adoption, whenever possible, and requests shall specify the anticipated date of return to teaching. Furthermore, the member shall notify the Superintendent, in writing, of the intention to return at least sixty (60) days prior to the return date. The return date shall correspond with the beginning of a marking period, as defined in the school calendar. The PVSD shall offer the teaching position held prior to going on leave or a substantially equivalent position.

Benefits while on leave- No salary shall be paid said employee, but seniority rights shall accrue during the period of leave. While on child rearing leave as herein defined, the employee is entitled to sick leave for disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom, according to the guidelines by the Equal Employment Opportunity Commission, Part 1604.11 issued under the Civil Rights Act of 1964.

- I. **JURY DUTY LEAVE:** The employer shall continue to afford employees called to serve on a jury, a continuance of all salaries and benefits during the term of such leave, with the employee submitting the amount received from the courts directly to the PVSD.

Employees in the bargaining unit on paid leave of absence shall continue to receive wages, rights and benefits set forth in this Agreement. While on paid leave, employees shall be treated as being in regular, full-time attendance.

11) **TEACHER WORK YEAR**

The teacher work year in each of the four (4) years of this Agreement shall be one hundred eighty-four (184) days.

During the first week of the professional work year in which in-service days occur, a minimum of 2 hours of each day shall be scheduled by PVSD for the sole purpose of preparing classrooms for the upcoming school year and shall not be used by the District for meetings, workshops, training, presentations, and/or curriculum in-service. An employee's lunch during in-service days shall be a minimum of sixty (60) minutes.

The last instructional day before the start of the Thanksgiving recess and the last instructional day before the start of Winter recess shall be an early dismissal day for both students and Bargaining Unit Members. The last instructional day before the start of Spring recess shall be a half day for both students and Bargaining Unit Members.

PVSD and the Association shall meet to review utilization of Flexible Instruction Days. The Association acknowledges that Flexible Instruction Days may be considered for snow days as permitted by law. In the event that the District declares a day of school as a Flexible Instruction Day, the district shall operate on a one (1) hour delay schedule for that day to allow Bargaining Unit Members adequate planning time to prepare materials to pivot to remote instruction, which may include a live component.

Professional staff will be required to be in attendance a maximum of two (2) hours at evening Open House programs without additional compensation.

Spring Parent/Teacher Conferences will be eliminated.

Professional Staff shall work a half day (with full day's pay) on the day prior to the start of Spring Break.

Professional staff will be required to attend at total of nine (9) after school meetings per school year.

12) SCHEDULE NOTIFICATION

Employees will be given written notice of their tentative schedules for the forthcoming year no later than the preceding first day of June, with the definitive schedule no later than two weeks before the first in-service day of the upcoming school year. If changes are made to a tentative schedule, the district shall notify the affected teacher(s) as soon as practicable. In the event of an unforeseen vacancy that warrants a modification to the final schedule, the affected employee will be notified immediately.

13) TEACHER DAY

The length of the work day for members of the bargaining unit will be seven (7) hours and thirty (30) minutes including a thirty (30) minute duty-free lunch, which may be off site. An employee's lunch period must occur during cafeteria serving hours.

Each employee will be granted a minimum of thirty-five (35) consecutive minutes of self-directed on-site activity daily (SDOSA) within the confines of the teacher work day. However, there will be no SDOSA provided on in-service, training, staff development, or field trip days.

Teachers may be assigned to cover classes or duties for teachers who are absent when it is not possible, practical or feasible to provide a substitute teacher as determined by the principal. When the absence is caused by an emergency affecting the absent teacher on the day of his/her absence, the class or duty shall be covered in the "spirit of the colleague" principle. In all other instances, if the time a teacher assigned to cover a class or duty adversely impacts their contracted lunch, SDOSA or adds time that extends beyond the day or year as specified in this agreement, the teacher shall be credited with compensatory time. The time log will be maintained in each respective building, and be accessible to all teachers.

Such compensatory time shall be calculated in one-half (1/2) hour blocks and shall be cumulative. An employee, upon accumulation of six (6) compensatory hours, shall be allowed a compensatory day at his/her discretion if approved by the Superintendent. Should the Superintendent deny the day as requested, then the employee shall be paid his/her per diem rate within three (3) weeks following the denial. Teacher notification of the use of compensatory days should be at least two (2) days prior to the intended day. Any accumulated and unused compensatory hours shall be eliminated by payment at the end of each year. The same payment method shall apply to any employee resigning who has unused compensatory hours accumulated.

14) IEP PREPARATION

Pending pre-approval from both the special education supervisor and building principal, release time during the school year in planned, one-half (1/2) day blocks for special education teachers for Individual Education Program (IEP), re-evaluation or concomitant conferencing shall be given as four (4) work days, or the equivalent of four (4) work days, during the course of the school year.

15) MONTHLY MEETINGS

a. Teachers shall be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty and/or department meetings. Such meetings shall be limited to a maximum of one (1) per month, shall begin promptly, shall have a specific prepared written agenda, shall not be in session in excess of one (1) hour and fifteen (15) minutes beyond the regular work day, shall consist of up to thirty (30) minutes for a Faculty Meeting followed by up to forty-five (45) minutes for Department Meetings, and, except in the case of emergency meetings and/or meetings rescheduled from the previous month, will be pre scheduled. Likewise, meetings shall not be scheduled for Fridays, days preceding school holidays, or during the periods when school is normally closed. However, in the case of school closure or early dismissal, which impacts the ability to hold such meeting, a make-up meeting will be conducted, if necessary, on the same day of the next work week, including instances whereby such a date would fall within the next month.

b. Faculty Meetings shall be defined as a meeting between building and/or district administration and the entire faculty of a building, be led by building and/or district administrators, and have a specific agenda prepared by building and/or district administration. The agenda shall be provided to members electronically a minimum of twenty-four (24) hours prior to the start of the meeting. Attendance at meetings in which an agenda is not provided a minimum of twenty-four (24) hours prior to the start of the meeting shall not be mandatory.

c. Department meetings shall be self-directed and may count for Act 48 hours so long as an agenda and sign in sheet are provided to the building principal.

d. The District shall reserve the right to hold up to one (1) meeting per week for the purposes of grade level, department, curriculum, or team collaboration prior to the arrival of students in the elementary and intermediate buildings. Such meetings may count for Act 48 hours so long as an agenda and sign in sheet are provided to the building principal.

1. With the exception of one (1) meeting per week as outlined above, a minimum of thirty (30) consecutive minutes prior to the arrival of the students shall be preserved as SDOSA for bargaining unit members assigned to a position in the elementary or intermediate buildings.

e. Bargaining Unit Members shall have the opportunity to meet with building administrators once per marking period after the end of the regular work day to promote greater communication and understanding among the Building Administration and the Association's Bargaining Unit Members. Attendance at such meetings shall be voluntary. Meetings shall not be scheduled for Fridays, days preceding school holidays, or during the periods when school is normally closed.

16) **TRAINING AND WORKSHOP PAY**

a. The District in its sole discretion may decide from time to time to host, conduct, or offer workshops, professional development, and/or training extending beyond the contractual teacher day and/or teacher year. In the event the District decides to hold or participate in such an event, this section shall apply

b. The District shall determine the length of such a workshop, professional development or training session, not to exceed 7 hours, 30 minutes and to include one 60-minute duty-free dining period.

c. Participation in such workshops, professional development, or training outside the contractual teacher day and/or teacher year by Bargaining Unit members shall be voluntary.

- d. Each workshop shall be scheduled for a minimum of three (3) hours and paid \$50.00 per hour for 2022-2023 for the hours the District requires the employee to participate in. Beginning in 2023-2024, workshops shall be paid at \$55.00 per hour. The Employee shall be paid for the pre-established number of hours as posted in the materials published before the scheduled workshop, professional development, or training.
- e. Bargaining unit members shall receive a prorated hourly portion of their per diem equal to the hours of the session taught for the purpose of preparing the materials for the workshop.
- f. In the event a training or professional development requires travel, the employee shall be paid the rate herein for the time of the training and not the travel. The District will reimburse reasonable travel expenses surrounding such a trip.

17) VACANCIES/TRANSFERS

It is hereby agreed that members of the bargaining unit shall be afforded the opportunity of applying for any vacancy within the district for which he/she is properly certified. Notice of such vacancies shall be shared with all Bargaining Unit Members electronically.

Voluntary Transfers

- a. An initial vacancy occurs when a new position is created or an individual resigns/retires/leaves the district and that position is not dissolved through attrition. A secondary vacancy shall be created when an internal candidate transfers into an initial vacancy.
- b. Initial postings shall be posted internally for five (5) days before being posted externally if no internal candidates apply.
- c. If multiple internal candidates apply, the most senior candidate currently teaching in the department shall be transferred into the position.
- d. If no candidate from the department is among the candidates, the most senior, properly certificated candidate in the district shall be transferred into the position.
- e. The superintendent shall have the right to deny a request for voluntary transfer when an employee is on an improvement plan or with just cause as long as such decision to deny the request is not made in an arbitrary or capricious manner.
- f. Secondary vacancies shall be posted internally for five (5) days before being posted externally.

- g. Secondary vacancies shall be treated the same as initial vacancies.
- h. If the first secondary vacancy is filled with an internal candidate, the district shall have no further obligation to post internally prior to posting externally or involuntarily transferring an employee as described below.

Involuntary Transfers

The involuntary transfer language herein shall be applicable for any new involuntary transfers the District pursues after January 1, 2023.

- a. Prior to any involuntary transfer, the district shall seek candidates for voluntary transfer as described above.
- b. If there are no voluntary transfers, the district may involuntarily transfer the least senior employee, based on the district-wide seniority list, from the affected department to the position.
- c. If no such employee exists, the district then may involuntarily transfer the least senior, based on district-wide seniority, properly certificated employee into the position.
- d. Employees who are involuntarily transferred hold the right of first refusal to transfer back into the department/building from which they were moved, should a position in that department/building become available.
- e. Notice of involuntary transfer shall be given to the affected employee by June 1, except in cases of unforeseen separations or long term leaves of employment necessitating a transfer during the year.
- f. An involuntary transfer shall only be made after a meeting between the affected employee, the Superintendent, and the employee's supervisor, at which time the employee shall be notified of the reason, therefore. If the affected employee is unavailable at the announcement of transfer, he/she will be notified via phone conference with the Superintendent and the employee's supervisor. PVEA representatives shall be in attendance for any and all involuntary transfer meetings.
- g. The superintendent shall have the right to make involuntary transfers based on substantiating educational or operational reasons as long as such decision to transfer is not made in an arbitrary or capricious manner.

18) EMPLOYEE EVALUATIONS

- A. **EVALUATION BY AUTHORIZED PERSONNEL:** Professional and temporary professional employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended.

- B. **IMPROVEMENT PLAN:** An improvement plan will be implemented if an employee receives a “needs improvement” rating in one of the four domains: (1) planning and preparation; (2) classroom environment; (3) instruction; or (4) professional responsibilities on their observation form. Upon successful completion of the “improvement plan” the employee will be observed again and the updated observation will be used for the evaluation.
- C. **COPIES OF EVALUATION:** An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the employee’s file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- D. **PERSONNEL FILE:** Employees shall have the right, upon request, to review the contents of their personnel file and to receive copies of any documents contained therein, except for pre-employment documents. Said employees shall be entitled to have a representative of the PVEA accompany them during such review.

No material derogatory to an employee’s conduct, service, character or personality shall be placed in his/her personnel file unless the employee has received a copy and has had an opportunity to review the material. The employee shall have the right to submit a written answer to such material and attach it to the file copy.

- E. **FILE EXAMINATION:** The examination of an employee’s file shall be limited to qualified professional supervisory personnel. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

19) STANDING COMMITTEES

The District Superintendent shall establish a Superintendent’s Advisory Council (SAC). SAC members will include the Superintendent, the Association President, and Bargaining Unit Members chosen by the Association and any applicable central office administrator the Superintendent identifies as material to a particular Council discussion. The Council shall meet no less than once per month during the school year. The Council shall work to promote greater communication and understanding among the Superintendent and the Association’s Bargaining Unit Members.

20) BARGAINING UNIT ORIENTATION

The Board shall provide PVEA an opportunity for orientation of members of the bargaining unit relative to the provisions of this agreement at a time mutually convenient to the PVEA and the Board.

21) FURLOUGHS, RECALL, AND SUBSTITUTING WHILE ON RECALL

Should the Board, in its discretion, determine that there will be a reduction in staff, such reduction shall affect employees in the reverse order of their PVSD seniority or as prescribed by law. Any employees so affected shall be recalled to available positions in reverse order of the furloughing. Any furloughed employee shall be given preferential employment rights for any substitute employment opportunities that such employee is certified to fill. While substituting, the employee shall be paid a rate of two hundred dollars (\$200) per day while in service as a daily substitute.

Any employee furloughed, to be eligible for recall, must annually place on file in the PVSD Human Resources office, prior to March 1st, an address and telephone number where they may be contacted. Should an employee not respond to a PVSD certified communication indicating a position within thirty (30) days, such employee will be determined to have forfeited his/her recall rights.

22) DISCHARGE/DISCIPLINARY SUSPENSION

Discharged tenured employees will be afforded all rights and privileges of the PA School Code. Discharged non-tenured employees shall be afforded an appropriate hearing before the Board, with the understanding that the employee shall have no further contract rights as of the Board's final disposition of the hearing.

Employees may be suspended without pay providing the following has occurred:

- A. An employee shall be given a verbal warning of his/her breach of PVSD policy or PA School Code.
- B. Should the employee violate this PVSD policy and/or PA School Code again, the employee shall be given a written communication. Said communication is to be placed in the employee's file and be the basis of subsequent disciplinary action.
- C. Should the employee violate the aforementioned PVSD policy and/or PA school code a third time, the Board of Education, in its sole discretion, may suspend the employee up to ten (10) days.
- D. Serious infractions of PVSD policy and/or PA School Code may result in the immediate unpaid suspension of an employee for up to ten (10) days.

23) MILEAGE REIMBURSEMENT

Employees shall be paid mileage at the same rate approved by the Internal Revenue Service for all approved mileage to perform their assigned duties.

24) MANDATORY WAGE CONTROLS

In the event any increase in salary and/or fringe benefits as set forth in this agreement cannot be paid in exact accordance with the terms of this agreement because of federally mandated wage control legislation, executive order or regulation, the parties agree to reopen this agreement for good faith negotiations with respect to such matters.

25) **PROFESSIONAL LIBRARY**

Effective September 1, 1985 and each year thereafter, the Board will expend a maximum of \$1,000 district-wide annually for the purchase of teacher course work textbooks. Such textbooks shall be housed in an accessible location on PVSD property.

Members of the staff who have completed course work may, at their option, sell the textbooks to the PVSD. The PVSD will purchase said text assuming it is in usable form and is not a duplicate of earlier editions of the same text. These texts shall be available to members of the staff for subsequent course work.

26) **FAIR SHARE**

The requirements of fair share shall be suspended by the parties unless or until the parties are permitted to allow for such provision to be placed back in the Collective Bargaining Agreement.

This provision of the Agreement will take effect when PVEA membership reaches seventy-five percent (75%) of the bargaining unit as evidenced by dues deduction authorization or other written evidence of membership. Once Fair Share Fee deductions are initiated, they will not be discontinued if the membership percentage falls below seventy-five percent (75%).

Employees in the bargaining unit who are not members of PVEA shall be required to pay to PVEA a Fair Share Fee for services rendered as the exclusive bargaining agent. The Fair Share Fee will be determined by PVEA as provided by law.

PVEA will indemnify, defend, and hold the PVSD harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the PVSD to comply with the provisions of this section.

27) **SCHOOL BOARD POLICY -EMPLOYMENT OF PROFESSIONAL EMPLOYEES**

Employees are required to comply with PVSD Board Policy Employment of Professional Employees. No written sign-offs will be required.

The Pleasant Valley EA President shall be provided with a copy of all approved changes to School Board Policies as soon as possible after they are approved. It is

also suggested draft proposals for board policy changes be shared with the Pleasant Valley EA President as soon as possible through the reading and approval process so any possible issues may be addressed prior to their actual approval.

28) COMMITMENT TO EXCELLENCE

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

29) PERSONAL LIFE

The personal life of a teacher is not an appropriate concern of the Board except when such conduct implicates the provisions of the Public School Code of 1949, the Educator Discipline Act, established District Policy, or when it impacts the ability of the professional employee to fulfill the responsibilities of an educator within the District.

30) STUDENT GRADING

The teacher of record shall have the exclusive right to assign grades to the students in his/her classes unless otherwise required in a student's IEP. If a grade is subsequently changed by the administration or anyone other than the teacher of record, a written statement, signed by the person making the change, will be attached to the student's permanent record. The teacher of record shall also be notified of any such changes made to grades he/she assigned.

31) SCHOOL DISTRICT E-MAIL

PVEA officers or their designee(s) will be able to use the PVSD e-mail as if it was a traditional, physical mailbox to conduct official PVEA business in accordance with appropriate PVSD Policies and Administrative Regulations.

MEMORANDUM OF UNDERSTANDING

MASTER'S EQUIVALENCY CERTIFICATION
GRANDFATHERING OF MASTER'S DEGREE

The following agreement relates specifically to the Master's Equivalency and the grandfathering of that Degree as a bona fide Master's for current bargaining unit employees.

It is understood that any bargaining unit employee who currently, or on or before October 1, 1989, possesses a valid Master's Equivalency, shall, for salary purposes, be treated as the possessor of a valid Master's Degree.

It is further understood that any current employee, as of November of 1987, shall be afforded the opportunity to complete the Master's Equivalency certification on or before October 1, 1989. Should any of these employees complete this certification, they also will be treated as bona fide Master's Degree holders.

Finally, it is understood, notwithstanding the aforementioned, that all employees not covered or grandfathered within the purview of this memorandum shall be required to earn and possess a valid Master's Degree if they are to receive compensation beyond the horizontal column ME/BS+36.

APPENDIX C

GRIEVANCE PROCEDURE

The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall follow the process, which is described in the following paragraphs:

- Level 1: Immediate Supervisor:** In the event an employee believes he/she is aggrieved, an informal conference between the employee and the employee's immediate supervisor shall be held within forty (40) work days after the occurrence of the misunderstanding or within forty (40) work days after the Association officially becomes aware of the misunderstanding, with the hope of resolving the matter informally.
- Level 2: Superintendent:** If the aggrieved employee is not satisfied with the disposition of his/her grievance at Level 1, or if no decision has been rendered within five (5) work days after the informal conference, he/she may file the grievance in writing with PVEA's designated representative within ten (10) work days after the decision at Level 1 or fifteen (15) work days after the informal conference, whichever is sooner. Within five (5) work days after receiving the written grievance, the grievance shall be referred to the Superintendent of Schools.
- Level 3: Board of Education:** If the action in Level 2 above fails to resolve the grievance or no decision is rendered by the Superintendent within five (5) work days, then the grievance shall be referred to the Board of Education at the next Board meeting unless the next board meeting is within five (5) calendar days, in which case the grievance may be submitted to the Board at the following Board meeting. The Board shall reply to the grievance within three (3) work days following the subsequent Board meeting to which the grievance was submitted for review.
- Level 4: Binding Arbitration:** If the action in Level 3 above fails to resolve the grievance to the satisfaction of the Association, the Association may refer the grievance to binding arbitration as provided under the voluntary rules and regulations of the Pennsylvania Bureau of Mediation, within fifteen (15) work days of receipt of the Board's reply.

APPENDIX D

DEFINITION OF PART-TIME PROFESSIONAL STAFF

- A. Part-time professional staff, Level 1, shall be defined as those averaging less than twenty (20) hours per work week. Part-time professional staff, Level 1, shall be entitled to limited benefits:
1. Tuition Reimbursement: Three (3) credits per contract year at the ESU tuition rate and credit toward movement on the salary scale.
 2. Life Insurance: The PVSD will provide a policy of twenty-five percent (25%) of a full-time professional employee.
 3. Leaves: Sick days= 2
Personal days = 1
- B. Part-time professional staff, Level 2, shall be defined as those working greater than, or equal to twenty (20) hours, but less than thirty-seven and one-half (37 ½) hours per work week:
1. All part-time professional staff currently employed by the PVSD (1998-99) will be guaranteed at least twenty (20) hours per work week for the duration of this contract and grandfathered all previous benefits.
 2. A regular full-time professional staff member with five (5) or more years of service to the PVSD, who, due to PVSD exigencies, becomes a part-time professional staff Level 2 member, shall maintain all previous benefits.
 3. Part-time professional staff, Level 2, shall be entitled to the following benefits:
 - a. Tuition Reimbursement: Six (6) credits per contract year at the ESU tuition rate and credit towards movement on the salary scale.
 - b. Medical Insurance: The PVSD will pay 75% -- the employee will pay 25%.
 - c. Life Insurance: The PVSD will provide a policy of fifty percent (50%) of a full-time professional employee.
 - d. Leaves: Sick days= 6
Personal days = 1