SAUCON VALLEY SCHOOL DISTRICT PROFESSIONAL CONTRACT

between the

BOARD OF SCHOOL DIRECTORS

and

THE SAUCON VALLEY EDUCATION ASSOCIATION

July 1, 2023 through June 30, 2028

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PREAMBLE

AGREEMENT, made this *14th* of *March*, 2023, by and between the BOARD OF SCHOOL DIRECTORS OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the "Board" and the SAUCON VALLEY EDUCATION ASSOCIATION OF THE SAUCON VALLEY SCHOOL DISTRICT, hereinafter called the "Association."

WHEREAS, the Board and the Association believe in the importance of schools as an agency for the preservation and extensions of our democracy; and

WHEREAS, the parties to this Agreement have a common goal in providing the best possible education for all children; and

WHEREAS, the Board and the Association are mutually committed to the human rights and dignities of all and to policies and programs necessary to good education, good management and good government; and

WHEREAS, the parties to this Agreement are mutually committed to the necessity of equal education opportunity for all pupils of the Saucon Valley School District with no exclusion from any program on the basis of race, religion, creed, social or economic status; and

WHEREAS, it is the mutual responsibility of all members of the Saucon Valley School District to ensure that good order and discipline are maintained throughout the School District and that the classroom teacher is fully supported in all reasonable measures taken by him/her to maintain a good educational program and effectuate good order and discipline in his/her classroom; and

WHEREAS, the success of the Saucon Valley Education Program is dependent upon the knowledge, skill and creative ability of Employees, as well as the knowledge, skill and creative ability of the supervisory personnel and the dedication of the members of the Board; and

WHEREAS, the Association recognizes that the basic responsibility of each Employee is to use his/her skills and expertise in the most effective manner to improve the quality of education offered by the Saucon Valley School District; and

WHEREAS, to obtain this goal it is imperative that there be understanding and cooperation between the Employees in the classroom and the Board, which is responsible for the operation of the school system; and

WHEREAS, the laws of the Commonwealth of Pennsylvania authorize collective bargaining for public employees and authorize public employers to enter into collective bargaining with representatives of the employees under Public Law 195, as amended by Act 88 of 1992 and

WHEREAS, the parties in this Agreement believe that the best interests of public education will be served by established procedures for bargaining with Employees represented on matters of common concern and for providing orderly channels for appeals should any differences not be resolved; and

WHEREAS, the Association has been duly elected by a majority of Employees as the exclusive representative of the Employees for the purpose of dealing with the Board on matters of teaching concern; and

WHEREAS, the parties desire to incorporate their Agreement and certain other matters into a formal contract, and believe that such action is in the best interest of the community, children, school system, and Employees; and

WHEREAS, it is recognized that the primary duty and responsibility of the Employees is to exercise their professional skill and that the organization of the school and the school day should be directed at ensuring that the energy of the Employee is primarily utilized to this end; and

WHEREAS, the parties mutually agree that the Board, by Act No. 195, not being required to bargain over matters of inherent managerial policy, this Agreement shall not relate to areas of discretion or policy which are the functions of the Board, standards of services, organizational structure and selection and direction of personnel, all powers reserved to the Board under Section 702 of Act 195;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

The parties hereto are as follows: Saucon Valley School District, whose address is 2097 Polk Valley Road, Hellertown, Pennsylvania 18055, hereinafter referred to as the "SCHOOL DISTRICT", and the SAUCON VALLEY EDUCATION ASSOCIATION, whose address is the current address of the Saucon Valley Education Association President, hereinafter referred to as the "ASSOCIATION".

Both parties hereto, intending to be legally bound, mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment as of this date and this Agreement may be altered, changed, added, deleted from, or modified only through the mutual consent, in writing, of the parties hereto.

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

ARTICLE II

A. RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all Employees included in the Bargaining Unit as certified and determined by the Pennsylvania Labor Relations Board.

ARTICLE III

A. TERM OF AGREEMENT

The term of the Agreement shall begin on July 1, 2023, succeeds all prior Agreements, and shall continue in full force and effect through June 30, 2028, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended ending date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signatures thereto.

B. MODIFICATION OF AN AGREEMENT

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

C. INTERPRETATION OF AGREEMENT

- 1. In the event any provision of this Agreement shall be determined by a competent court of record to be in conflict with state statutes, only the provision shall be stricken and all other provisions of this Agreement will continue in effect.
- 2. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement and that no additional negotiations on this Agreement will be conducted at any time, whether contained herein or not, during the life of this Agreement.

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts and the parties agree that future contracts will be negotiated within the spirit and intent of Act 195 aforesaid.

ARTICLE IV

A. <u>STATUTORY SAVINGS CLAUSE</u>

Nothing contained herein shall be construed to deny or restrict to any Employee rights as he/she may have under the Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or any other applicable State or Federal laws and regulations.

Nothing contained herein shall be construed to deny or restrict the Board with respect to any powers, duties or prerogatives entrusted to the Board under the Public School Code of 1949, as amended, or the Public Employee Relations Act No. 195, or any other applicable State or Federal laws or regulations.

ARTICLE V

A. RIGHTS OF THE ASSOCIATION

1. Information:

The Association, of necessity, must request such financial and personnel data as may be reasonably disclosed and will assist in developing sound recommendations. Any reasonable additional information which may be necessary for the Association to process any grievance or complaint shall be made available by the Board.

2. <u>Use of School Buildings</u>:

The Association for the purpose of general membership meetings and/or committee meetings may meet in a school facility provided said meetings do not conflict with a prior scheduling of the facility by the School District, provided that such meetings are limited to members of the Saucon Valley Education Association and its advisors, and provided further that all requests for same shall adhere to administrative procedure, and that the Board shall not unreasonably refuse such request.

3. <u>Use of Communication Facilities</u>:

The Association shall have the right to use the inter-school mail facilities, including e-mail, provided it is not used for Association business during instructional time and mail boxes as it deems necessary with the approval of the building principals or other members of the administration.

4. <u>President Visitations</u>:

The President of the Association, or a representative appointed by the President, shall be allowed to visit schools, before and after school, and other times as approved by the Superintendent to investigate working conditions, Employee complaints or problems, or for the other purposes relating to Association affairs. If the President desires a conference with the principal, he/she will provide reasonable advance notice of his/her visit.

5. Board Agenda:

All agendas for Board Meetings and Committee Meetings shall be made available online by at least three days prior to the scheduled meeting. This shall not be applicable to special or emergency meetings as defined by the Sunshine Act. The President of the Association shall be notified of any changes after agendas have been posted via email.

6. <u>School District Policy</u>:

A copy of the School District Policy as it is formulated shall be provided the President of the Association.

7. Association President Leave:

The President of the Association shall be permitted to utilize up to two (2) school days per year. The days shall be utilized with prior permission from the Superintendent without loss of pay or benefits in order to conduct Association business for conferences or other outside-the-District Association activities. Days may be taken in half day increments. It shall also be at the discretion of the President of the Association to allow other officers to use this time.

B. PREROGATIVES OF THE SCHOOL DISTRICT

- 1. It is understood by the parties that under the laws of the Commonwealth of Pennsylvania, the School District is forbidden to, and by this Agreement does not, waive any rights or powers granted it by such laws. Management of the Saucon Valley Schools is vested solely with the Board of the School District.
- 2. The Board of the School District reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended, or recorded during the life of this Agreement by the Board of the School District, are expressly acknowledged and accepted by the Bargaining Agent on behalf of its Members as the policy of the SAUCON VALLEY SCHOOL DISTRICT to which all Employees are bound.

C. MEET AND DISCUSS

The Board agrees to meet and discuss with the Association, on policy matters affecting wages, hours and terms of employment, as well as the impact thereon, upon request of the Association.

D. COPIES OF AGREEMENT

A copy of the Agreement shall be posted to the District intranet no later than thirty (30) days after ratification by both parties.

ARTICLE VI

A. RIGHTS OF EMPLOYEE

1. Just Cause Provision:

Except where the tenure provisions of the School Code of 1949 apply, no Employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the Employee and the Association, if the Employee involved requests same in writing.

2. Required Meetings or Hearings:

Whenever any Employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that

Employee in his/her office, position or employment, or the salary, or any increments pertaining thereto, then he/she shall be given prior written notice by the Superintendent or his/her designee of the reasons for such meeting or interview and shall be notified by the School District that he/she is entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any suspension of an Employee pending charges shall be without pay. If, however, such Employee is found innocent of said charges, he/she shall be entitled to pay for such period of suspension, retroactively.

3. Evaluation of Students:

The Employee shall maintain the responsibility to determine grades and other evaluation of the achievement of students. No such grade or evaluation shall be changed without the approval of the Employee, so long as such grade or evaluation does not violate school policy. Any grade which is clearly arbitrary and capricious, may be changed by the Superintendent and/or Principal after discussing same with the Employee and/or department head.

4. Leaving the Building:

Permission for Employees to leave the building may be granted by the building principal. Employees may leave/return to the building during the Employees' assigned duty-free lunch as long as they sign out and sign in at the building office.

In addition, an employee may be granted professional courtesy to attend to specific personal matters up to four times per year. Such professional courtesy shall not exceed thirty minutes and must require prior approval of the building principal. This time cannot be banked. The employee must arrange for coverage and the covering employee shall not accrue sick time for volunteering to cover.

5. Job Security and Job Progression:

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of Employees. The parties hereby aver that such provisions of the School Code represent their complete Agreement and that such provisions shall govern the manner in which the job security, job progression, and reduction in force practices shall be affected with respect to Employees.

ARTICLE VII

A. NO STRIKE – NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of Act 195 (as signed into law July 23, 1970), and known as the Pennsylvania Public Employee Relations Act. As a condition of various provisions of this Agreement to which the parties have agreed, the School District pledges that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement and the Bargaining Agent pledges that Employees will not engage in a strike (as the term is defined in Section 301(9) of Act 195, as amended by Act 88 of 1992), during the term of this Agreement.

ARTICLE VIII

A. WAGES AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Appendix A, made a part of this Agreement, and that the schedule of wages and salaries set forth in Appendix A shall be the schedule which shall remain in force for the period of this Agreement.

B. EMPLOYEES' PAY

All Employees of the Saucon Valley School District shall be placed on a twelve month basis of pay, with pays being issued bi-weekly. The pay periods shall be twenty-six (26) or twenty-seven (27) per year. All pay information shall be exclusively accessed through the employee portal. Direct deposit of paychecks shall be required for all Employees.

C. PAYROLL DEDUCTIONS

The Saucon Valley School Board shall make available to all Employees payroll deductions for the membership dues for the Saucon Valley Education Association, provided appropriate authorizations are provided for each Employee. Such deductions shall be made in equal amounts spread over not more than twelve (12) pays, commencing with the second pay in September, and shall be remitted directly to the SVEA (cards to be signed). The following additional payroll deductions shall be made available for contributions:

United Way

Tax Sheltered Annuities

Effective upon ratification of this Collective Bargaining Agreement, the Saucon Valley Foundation for Educational Innovation would be an allowable Employee pay deduction.

D. SCHOOL YEAR

The school year for Employees shall be within the confines of the school calendar, and shall not exceed one hundred ninety-two (192) days for the term of this Agreement.

Pupils shall be scheduled for one hundred eighty-four (184) days of instruction of which four (4) days would be designated for emergency which if used would not be made up by the students or staff.

Employees agree to attend two evening events for a max of two hours each unless agreed upon by employee and administrative designee. Such events shall not be scheduled for more than two (2) hours and shall end no later than 8:00 PM local time. The Employee may be excused by the School Principal.

Newly hired Employees agree to attend one (1) orientation day prior to the start of the school year and five (5) one-hour meetings throughout the school year with a schedule provided prior to the

start of the year. Such meetings shall be scheduled outside the regular work day. Mentors shall only attend the one (1) orientation day.

There shall be a scheduled full day at the end of the second (2nd) marking period to allow Employees time to finalize quarter grades and prepare for the subsequent marking period.

During the professional work year, the Administration shall schedule two half (½) day professional development days. The placement of the days in the professional work year shall be at the discretion of the Administration.

The school calendar will also include one-half (½) days for students and staff before the Thanksgiving and Winter vacations.

In the event a District school or schools are closed early due to inclement weather, a natural disaster, electrical or power failure, or other similar event, Employees are required to remain at the school for a maximum of 45 minutes following the last bus leaving the building, or until the principal or Superintendent dismisses them, whichever is earlier. There will be no meetings or trainings scheduled during this time.

Under special circumstances, a situation may arise that require student supervision during emergencies beyond the regular dismissal time for students. After the emergency has concluded, the Parties shall meet to discuss whether any compensation may be owed for such additional service.

Department of Pupil Services:

- Secondary School Counselors shall work a maximum extra twenty days after the contractual year and prior to the start of the next one as determined by the Superintendent or designee. Each day shall be paid at the employee's per diem rate. The days shall be mutually agreed upon by May 15th and set by the Superintendent or designee.
- Nurses and School Psychologists shall work a maximum of fifty (50) hours after the contractual year and prior to the start of the next one as determined by the Superintendent or designee. The hours shall be mutually agreed upon with the Superintendent or designee. These hours worked shall be paid at the employee's per diem hourly rate.
- For the above two categories of employees, the extended work year shall begin in the summer of 2023, which may include dates that pre-date the start of this contract. The parties agree the extended work year for these employees shall begin in the summer of 2023 under the terms identified herein.

E. SCHOOL DAY

The district may structure the school day in a manner that will best meet the needs of the students. The school day for all Employees shall be seven (7) hours and thirty (30) minutes, including a thirty (30) minute duty free lunch and two (2) preparation periods. One preparation period shall occur during the student day and one shall occur either before or after the student day. Preparation time for employees may differ at the elementary and secondary level.

An employee's preparation period during the student day shall be broken into two parts:

- one-half shall be uninterrupted, employee-directed, noncontact time.
- One-half shall allow the Administration to utilize the time for District-directed activities which may include meetings, duties, and/or class coverage at the District's prerogative. Duties shall not exceed forty-five (45) days per school year per employee. Class coverage shall not exceed forty-five (45) days per school year, per employee.

Employees shall be able to volunteer to use any part of their preparation time for coverage which shall result in the accrual of sick time. These employees shall receive priority coverage status. The exchange shall be a minute of coverage shall accrue a minute of sick time. Earned time shall be accrued once an employee earns a half day. They shall be used in full or half day increments. If an employee is not on this list and is pulled during District direct activities as outlined above, no accrual of sick time will occur.

Employees shall also be provided pre or post student day preparation period. During this time period the Administration may utilize this time for faculty meetings, IEP meetings, or other similar initiatives two times a week not to exceed six times per month. During this time period, employees shall make themselves available to any informal student remediation needs or questions.

These guidelines shall apply except for emergency situations. The District shall make reasonable effort to provide substitute coverage in an emergency situation in which it is required. Employee coverage for emergency situations shall be on a rotating basis. An athletic event is not considered emergency coverage.

F. OTHER EMPLOYEE BENEFITS

The parties agree that other Employee benefits and rights to be provided under this Agreement are accurately reflected in Appendices B, C, and D, and E attached to and made a part of this Agreement.

ARTICLE IX

A. PROTECTION: EMPLOYEES, STUDENTS AND PROPERTY

1. Unsafe and Hazardous Conditions:

Employees shall not be required to work under unsafe or hazardous conditions or perform tasks which endanger their health, safety or well-being.

ARTICLE X

A. GRIEVANCE PROCEDURE

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the grievance procedure described in Appendix C, attached hereto and made part of this Agreement.

B. EMPLOYEE EVALUATION

1. <u>Open Evaluation</u>:

All monitoring or observation of the work performance of an Employee for the purpose of observation and evaluation shall be conducted openly and with full knowledge of the Employee.

Any classroom teacher who is assigned by the Administration to cover/instruct outside of their regular assignment for more than twenty (20) percent of the total instructional time scheduled for that teacher in any school year have that fact noted on his/her evaluation.

2. Evaluation by Authorized Personnel:

Employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended.

3. Personnel File or Other Files:

Any Employee shall have the right, upon request, to review the contents of his/her personnel file and to make copies of any documents contained therein. An Employee shall be entitled to have a representative of the Association accompany him/her during such review.

No official report, which incorporates any derogatory statement about an Employee, shall be filed by an Administrator or supervisor in an Employee's personnel file unless the Employee is sent a dated copy at the same time. The Employee shall have the right to submit a response to the report or statement in the Employee's personnel file consistent with Pennsylvania Law. Nothing in this language shall prevent the administrator or supervisor from filing reports required by law to third parties. Such filing of reports can be done to third parties without notifying the Employee if required by law to do so.

The provisions of paragraphs one and two above shall not be construed to give the Employee the right to inspect committee minutes and/or reports and/or placement bureau or former employer's reports relating to the initial employment or promotion process.

4. Transfers:

The Board recognizes that it is desirable in making assignments, where vacancies exist, to consider the interest and aspirations of its Employees. Requests by an Employee for a transfer to a different class, building or position shall be made in writing. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. The Board and/or administration shall act upon such request within a reasonable time after receipt thereof. Where such vacancy, in fact, exists, with respect to filling such vacancy, final judgment rests with the Board.

Every effort shall be made to notify Employees of involuntary transfers of position by May 15th of each school year. If an involuntary transfer of position is made with less than thirty days notice to begin the position, the employee shall be granted time up to twenty-one hours during the school day with a substitute and/or at the Extra Duty Extra Pay rate.

5. Posting of Vacancies:

For any vacancy in any professional position, the Board shall provide all employees written notice through the District intranet system.

Any Employee may apply for such openings. In filling such openings, the Board will give due weight to the professional background and attainment of all applicants but final decision shall rest with the Board.

ARTICLE XI

A. LONG TERM SUBSTITUTES

- 1. Long term substitutes are defined as those Employees hired to fill one Employee's position on a temporary basis for sixty (60) days or longer. Once it is definitely known that an Employee is a long term substitute, the School District shall so notify the Employee and provide the contractually mandated benefits until the last day on which the long term substitute is employed.
- 2. Long term substitutes shall be placed on Step I of the Bachelor's Salary Schedule. In the event a long term substitute is employed for more than one year by the Saucon Valley School District, said Employee shall be advanced to the next step on the applicable salary schedule in the column in which the Employee is degreed. This provision shall apply only to those Employees who are subsequently hired on a permanent basis. At the discretion of the District said Employee may be hired on a permanent basis at a step higher than the applicable step in consideration of the Employee's past experience outside the Saucon Valley School District and in conjunction with the provisions set forth in the Agreement.
- 3. Long term substitutes shall be entitled to single employee coverage from the least costly health plan offered by the District. Healthcare benefits for long-term substitutes need not be provided unless the substitute is employed by the District for 60 consecutive days.
- 4. Long-term substitutes will not be entitled to tuition reimbursement.
- 5. Long-term substitutes that are employed for more than half of a school year shall be provided a mentor. Mentor compensation shall be prorated consistent with the term of the Long-Term substitute.
- 6. Employees who are hired for less than one year shall have the benefits provided for in Appendix B-6, personal illness/family illness, and Appendix B-13, personal days, pro-rated for the period of employment.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and date above written and at the same time have affixed their signatures to Appendix A, Appendix B, Appendix C, and Appendix D, all of which are incorporated herein by reference, the parties intending to be legally bound.

SAUCON VALLEY SCHOOL DISTRICT

Ву:_	Susan	Batter	
	President		

Attest: Secretary Riegel

Agreement approved by the Board of School Directors on March 141, 2023.

SAUCON VALLEY EDUCATION ASSOCIATION

By Lara Mc Carthy

Attest: ___ with A. Riegel

Agreement ratified by the Saucon Valley Education Association on March 14, 2023.

APPENDIX A

The salary schedules for the five years of this contract are presented below. Step Movement and Column movement shall be provided in all five years of the Agreement.

Effective starting July 1, 2023, the following restrictions shall be in place for employees regarding the former M+60 column:

- The parties shall maintain a list of all employees that are currently on the M+60 column by the District and the Association. Employees completing the parameters below shall be added to the list when appropriate.
- Each cell of the M+60 column shall receive a two thousand (\$2,000.00) dollar on-scale raise consistent with the other columns in the salary schedule for the life of the contract.
- No more employees shall move to the M+60 column going forward unless they meet the following parameters (the two parties shall maintain a list of the employees who meet this criteria):
 - The employee shall be in the M+30 column or the M+45 column at the beginning of the 2023-2024 school year.
 - The employee shall be enrolled in an approved program as of the March 2023 GSC meeting.
 - The employee shall complete the approved program according to the following timeline:
 - An employee in the M+45 column must meet the eligibility and move to the M+60 column by the beginning of the 2025-2026 school year.
 - An employee in the M+30 column must meet the eligibility and move to the M+60 column by the beginning of the 2028-2029 school year.

A \$1,000 longevity payment shall be made to an employee as part of salary during a three-year window of employment after attaining the age of 55. The payment shall be paid to an employee who has met the age requirements, has completed at least fifteen years of service with the Saucon Valley School District, and on M+45. The employee shall become eligible for the payment upon achieving the criteria noted above. The first payment shall commence with the first pay of the next school year after the employee's 55th birthday and be paid in equal installments throughout all pays during the school year. Additional \$1,000.00 payments shall occur in the next two professional work years should the employee remain employed with the District. These payments shall not compound each year. Payment may be prorated due to unpaid leaves of absence that immediately precede a retirement.

For the 2023-2024 School Year: Members that become eligible for this payment shall receive three years of benefit regardless of current age greater than 55 as long as they maintain employment with the District in subsequent professional work years to earn the benefit.

APPENDIX "A"

SAUCON VALLEY												
2023-2024												
Salary Schedule												
From Top	Step	В	B+15	М	M+6	M+12	M+18	M+24	M+30	M+45		
13	1	57,182	59,510	61,960	63,431	64,945	66,505	68,112	69,796	72,607		
12	2	58,425	60,825	63,351	64,867	66,428	68,036	69,693	71,399	74,327		
11	3	59,710	62,184	64,789	66,351	67,961	69,619	71,326	73,085	76,104		
10	4	61,129	63,590	66,275	67,886	69,545	71,254	73,015	74,828	77,940		
9	5	62,413	65,043	67,811	69,471	71,182	72,944	74,759	76,628	79,837		
8	6	63,833	66,544	69,398	71,110	72,874	74,690	76,561	78,488	81,796		
7	7	65,301	68,096	71,038	72,803	74,621	76,494	78,063	80,409	83,820		
6	8	66,819	69,700	72,733	74,552	76,427	78,357	80,346	82,394	85,910		
5	9	68,387	71,357	74,484	76,360	78,292	80,282	82,332	84,444	88,068		
4	10	70,007	73,069	76,293	78,227	80,219	82,271	84,384	86,561	90,298		
3	11	71,682	74,838	78,162	80,155	82,209	84,324	86,503	88,747	92,600		
2	12	73,412	76,666	80,092	82,148	84,265	86,445	88,692	91,005	94,977		
1	13	75,199	78,554	82,086	84,205	86,388	88,636	90,952	93,337	97,431		
Тор	14	77,046	80,505	84,146	86,330	88,581	90,898	93,285	95,744	99,965		

SAUCON VALLEY													
	2024-2025												
Salary Schedule													
From Top	Step	В	B+15	М	M+6	M+12	M+18	M+24	M+30	M+45			
13	1	59,182	61,510	63,960	65,431	66,945	68,505	70,112	71,796	74,607			
12	2	60,425	62,825	65,351	66,867	68,428	70,036	71,693	73,399	76,327			
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4	10	72,007	75,069	78,293	80,227	82,219	84,271	86,384	88,561	92,298			
3	11	73,682	76,838	80,162	82,155	84,209	86,324	88,503	90,747	94,600			
2	12	75,412	78,666	82,092	84,148	86,265	88,445	90,692	93,005	96,977			
1	13	77,199	80,554	84,086	86,205	88,388	90,636	92,952	95,337	99,431			
Тор	14	79,046	82,505	86,146	88,330	90,581	92,898	95,285	97,744	101,965			

SAUCON VALLEY												
2025-2026												
Salary Schedule												
From Top	Step	В	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45		
13	1	61,182	63,510	65,960	67,431	68,945	70,505	72,112	73,796	76,607		
12	2	62,425	64,825	67,351	68,867	70,428	72,036	73,693	75,399	78,327		
11	3	63,710	66,184	68,789	70,351	71,961	73,619	75,326	77,085	80,104		
10	4	65,129	67,590	70,275	71,886	73,545	75,254	77,015	78,828	81,940		
9	5	66,413	69,043	71,811	73,471	75,182	76,944	78,759	80,628	83,837		
8	6	67,833	70,544	73,398	75,110	76,874	78,690	80,561	82,488	85,796		
7	7	69,301	72,096	75,038	76,803	78,621	80,494	82,063	84,409	87,820		
6	8	70,819	73,700	76,733	78,552	80,427	82,357	84,346	86,394	89,910		
5	9	72,387	75,357	78,484	80,360	82,292	84,282	86,332	88,444	92,068		
4	10	74,007	77,069	80,293	82,227	84,219	86,271	88,384	90,561	94,298		
3	11	75,682	78,838	82,162	84,155	86,209	88,324	90,503	92,747	96,600		
2	12	77,412	80,666	84,092	86,148	88,265	90,445	92,692	95,005	98,977		
1	13	79,199	82,554	86,086	88,205	90,388	92,636	94,952	97,337	101,431		
Тор	14	81,046	84,505	88,146	90,330	92,581	94,898	97,285	99,744	103,965		

	SAUCON VALLEY												
	2026-2027												
Salary Schedule													
From Top	Step	В	B+15	М	M+6	M+12	M+18	M+24	M+30	M+45			
13	1	63,182	65,510	67,960	69,431	70,945	72,505	74,112	75,796	78,607			
12	2	64,425	66,825	69,351	70,867	72,428	74,036	75,693	77,399	80,327			
11	3	65,710	68,184	70,789	72,351	73,961	75,619	77,326	79,085	82,104			
10	4	67,129	69,590	72,275	73,886	75,545	77,254	79,015	80,828	83,940			
9	5	68,413	71,043	73,811	75,471	77,182	78,944	80,759	82,628	85,837			
8	6	69,833	72,544	75,398	77,110	78,874	80,690	82,561	84,488	87,796			
7	7	71,301	74,096	77,038	78,803	80,621	82,494	84,063	86,409	89,820			
6	8	72,819	75,700	78,733	80,552	82,427	84,357	86,346	88,394	91,910			
5	9	74,387	77,357	80,484	82,360	84,292	86,282	88,332	90,444	94,068			
4	10	76,007	79,069	82,293	84,227	86,219	88,271	90,384	92,561	96,298			
3	11	77,682	80,838	84,162	86,155	88,209	90,324	92,503	94,747	98,600			
2	12	79,412	82,666	86,092	88,148	90,265	92,445	94,692	97,005	100,977			
1	13	81,199	84,554	88,086	90,205	92,388	94,636	96,952	99,337	103,431			
Тор	14	83,046	86,505	90,146	92,330	94,581	96,898	99,285	101,744	105,965			

SAUCON VALLEY 2027-2028

Salary Schedule

				Sa	nary Schedu	ie				
From Top	Step	В	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45
13	1	65,182	67,510	69,960	71,431	72,945	74,505	76,112	77,796	80,607
12	2	66,425	68,825	71,351	72,867	74,428	76,036	77,693	79,399	82,327
11	3	67,710	70,184	72,789	74,351	75,961	77,619	79,326	81,085	84,104
10	4	69,129	71,590	74,275	75,886	77,545	79,254	81,015	82,828	85,940
9	5	70,413	73,043	75,811	77,471	79,182	80,944	82,759	84,628	87,837
8	6	71,833	74,544	77,398	79,110	80,874	82,690	84,561	86,488	89,796
7	7	73,301	76,096	79,038	80,803	82,621	84,494	86,063	88,409	91,820
6	8	74,819	77,700	80,733	82,552	84,427	86,357	88,346	90,394	93,910
5	9	76,387	79,357	82,484	84,360	86,292	88,282	90,332	92,444	96,068
4	10	78,007	81,069	84,293	86,227	88,219	90,271	92,384	94,561	98,298
3	11	79,682	82,838	86,162	88,155	90,209	92,324	94,503	96,747	100,600
2	12	81,412	84,666	88,092	90,148	92,265	94,445	96,692	99,005	102,977
1	13	83,199	86,554	90,086	92,205	94,388	96,636	98,952	101,337	105,431
Тор	14	85,046	88,505	92,146	94,330	96,581	98,898	101,285	103,744	107,965

APPENDIX B

OTHER EMPLOYEE BENEFITS

1. <u>BLUE CROSS COVERAGE AND PRESCRIPTION PLAN</u>

A. <u>Blue Cross Coverage</u>

The Saucon Valley School District shall purchase and provide for each Employee and their family (including spouse and children to the age of twenty-six (26) or the age required pursuant to federal law); a PPO program as presently offered except as enumerated below. Further, the District may offer alternate plans on a voluntary basis.

A long-term substitute shall be entitled to healthcare benefits in accordance with Article XI herein.

2. The Saucon Valley School District shall make available two PPO plan options for District employees in accordance with the following provisions.

The PPO Plan 1 whose plan design is attached at Appendix E to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2023-2024 10 percent
- 2024-2025 10.5 percent
- 2025-2026 11 percent
- 2026-2027 11.5 percent
- 2027-2028 12.5 percent

The PPO Plan 2 whose plan design is attached at Appendix E to this Agreement shall be made available with employees contributing the following percentage to the total cost of the annual premium.

- 2023-2024 3 percent
- 2024-2025 3.5 percent
- 2025-2026 4 percent
- 2026-2027 5 percent
- 2027-2028 6 percent

Monthly premium share shall begin on September 1 of each year of the contract. The monthly premium share will be taken in equal bi-weekly amounts. The twelve months of premium cost share will be apportioned among available payroll checks.

For all employees hired on or after July 1, 2021, the only plan available to participate in shall be the PPO Plan 2.

The District shall make available to Employees a Section 125 Plan for the above premium share contributions as a pretax deduction.

The District must provide written information to all Employees regarding all health care programs offered by the District.

A. Spousal Coordination of Benefits

Effective September 1, 2023, spousal healthcare coverage will only be extended to employees whose spouse is unable to obtain healthcare through their employer. In the event a spouse can obtain coverage through their employer, they are not eligible to be on the Saucon Valley plan.

B. Cost Containment Provisions

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its Employees and limiting the future increases in those costs.

- 1. Employees who are enrolled in healthcare benefit coverage under the District medical plan and discontinue District-provided coverage at any time by providing proof of coverage elsewhere shall receive a recurring bonus payment of \$1,000 each school year. The bonus payment shall be paid across all pays of the school year. Married spouses who both work for the District shall not be eligible for the payment. Employees shall receive this full bonus so long as they remain off the plan for a full year. In the event an employee leaves or returns to the District plan during the year the payment herein shall be prorated based on when the employee left or returned to the District plan.
- 2. Employees may re-enroll in the plan under two circumstances:
 - a qualifying life event as defined by the District's benefits plan
 - at the next regularly scheduled open enrollment.
- 3. If such Employees later wish to re-enroll in a District paid medical plan they may do so at open enrollment and without a penalty.
- 4. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier.

C. <u>Prescription Drug Plan</u>

The Saucon Valley School District shall purchase and provide for each Employee and their family (includes spouse and children to the age of twenty-six (26) or the age required pursuant to federal law), the Caremark Prescription Drug Plan, or at least its equivalent. Effective for the 2018-2019 school year, Employees will be required to participate in a restricted generic substitution program.

Restricted Generic Substitution: If a generic is available and the member wants a brand, the member will pay the brand (either preferred or non-preferred) copay plus the difference in the cost between generic and brand. However, if the member's doctor writes the script for "dispense as written" (DAW) then the patient only pays the preferred or non-preferred brand copay.

The copayments and any applicable RX deductibles are listed in Appendix E.

D. Health Insurance

The parties agree that should the Board desire to replace the health benefits insurance described elsewhere in this Agreement, the Board may do so only upon the following conditions:

- 1. Under no circumstances may the health benefits insurance be reduced in any way below the coverage presently provided.
- 2. There may be no break or discontinuance in present benefits.
- 3. Any other provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of the Lehigh Valley.
- 4. Any other provider of health benefits insurance must have a reputation for making payments within a reasonable amount of time.
- 5. Any financial benefits resulting from a change of carriers shall accrue to the benefit of the Board only and shall not be the subject of negotiations.
- 6. Finally, the parties agree that any change of carriers shall be by mutual Agreement.
- 7. The Association agrees to implement carrier mandated benefit and policy changes that apply to all of a carrier's clients.

3. <u>DENTAL COVERAGE</u>

The School District shall purchase the Dental Service Plan of Delta Dental of Pennsylvania. The District retains its right to select insurance carriers for other dental insurance programs pursuant to its own policy and/or any mutuality of agreement existing between the District and the Association. The parties hereby mutually agree that the schedule of benefits and principle features of the:

Capital PPO – Group 500046 Scripts Prescription Drug Plan – Group 500046 Vision Benefits of America: Managed Vision Care Option II Delta Dental Plan – Employee Group #1171 – Dependent Group #1190

The above-referenced plans are herewith agreed to by said parties and are incorporated herein by reference thereto. Said schedule of benefits and principle features are stored in the office of the Saucon Valley School District Business Manager, the Saucon Valley Education Association, and the Service Center of the PSEA/NEA.

In addition to the benefits provided by the above-mentioned Delta Dental Group Plans, each member of the Employee group, as well as the dependent group, shall be entitled to a maximum benefit of \$2,000 per year for the life of the Agreement. Said schedule of benefits and principle features have been duly signed and dated by the appropriate signatories of this Agreement.

4. RETIREMENT BENEFIT

- A. The District shall pay Employees retiring, who have taught in the District at least five (5) years, the sum of fifty (\$50) per day for each day of unused accumulated sick leave. To receive this benefit, employees shall retire the day after the last professional day of the professional contract year.
- B. Death in Service In the case of death of any Employee of the District, the payment provided above shall be made to the estate of the deceased Employee.

5. RETIREMENT INCENTIVE

The District will pay for individual medical insurance, not to include dental, vision or life insurance coverage, until the age of 65 or for a maximum of six (6) years following the date of retirement, whichever is sooner for each bargaining unit member who meets the eligibility requirements below. If this age requirement is declared to be in violation of ADEA by any court of competent jurisdiction, the parties agree that the age requirement shall become null and void and shall immediately be replaced by the phrase "for six (6) years following the date of retirement." Payment to be made by the District for the term of this obligation shall be limited to the monthly premium rates in effect for the year in which the Employee elects to retire. Retirees shall receive the same plan as active Employees.

Employees shall be obligated to pay a co-payment of \$100 per month for health insurance coverage. This co-payment and any additional monthly amounts resulting from any premium increase shall be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due. Notice of any premium increase will be provided to the retired Employee at his/her last known address indicated in the District records, as furnished by the retiring Employee. Failure of the retired Employee to pay additional amounts due will result in immediate and permanent termination of health insurance coverage.

The Employee may also purchase health insurance coverage for his/her spouse at the District group rate upon notifying the District of such an election and paying the first month's premium to the Business Manager one month prior to the Employee's date of retirement. This full payment shall

be paid by the retired Employee to the Business Manager on or before the tenth of the month preceding the month that the premium is due.

In lieu of receiving contributions toward the purchase of health insurance, an Employee shall have the right to elect a bonus equal to 50% of the current cost of the District's obligation to provide health care payments provided that such a bonus election be made within thirty (30) days of retirement.

A. <u>Eligibility Requirements</u>:

- 1. _The individual must be an Employee with the Saucon Valley School District covered by the Association on the date on which retirement is elected.
- 2. The Employee must be 55 years of age or older and have worked with the Saucon Valley School District for fifteen years as a professional employee.
- 3. The Employer must notify the District of his/her intention to retire in writing by no later than February 1 of the year of retirement. To receive this benefit, employees shall retire the day after the last professional day of the professional contract year.

B. Income Protection

The Saucon Valley School District shall purchase and provide for each Employee an Integrated Income Protection Plan that provides a maximum benefit of two (2) years for sickness and five (5) years for accidental injury. The benefit shall begin after 30 consecutive days or exhaustion of sick days, whichever is later. The benefit level shall be equal to 50% of the Employee's monthly salary to a maximum of \$3,000 per month and shall be integrated with any disability retirement or social security benefits the Employee is receiving so that the Plan's obligation is reduced by the level of such benefits.

Benefits under this provision shall not commence until all accumulated sick leave is exhausted. The Saucon Valley School District shall maintain all health care benefits, including but not limited to, medical, dental, and vision care, on behalf of an Employee while he/she is disabled for a maximum of two years.

C. Life Insurance

The Saucon Valley School District shall purchase and provide a group life and accidental death and disability policy in the amount of the Employee's annual base salary payable to the beneficiary named by the insured in the event of the insured's death during the term of this Agreement. The amount payable shall be rounded to the nearest thousand.

It is further agreed that in the event that the Employee's annual base salary is less than \$20,000, the amount of the policy will be \$20,000.

Employees shall have the right to purchase additional insurance at the terms set forth from the same insurance company and, upon written request from the Employee, premiums may be deducted from the Employee's salary.

6. PERSONAL ILLNESS, FAMILY ILLNESS

Ten (10) days per year cumulative and usable during any year are available for illness or accident (except in other remunerative work). A physician's certificate may be required if abuse is suspected. No more than twelve (12) days each school year are available for illness in the immediate family and are charged to sick leave.

7. BEREAVEMENT

Death in the Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of five (5) days. Up to two of the allotted days may be reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Members of the immediate family are defined as father, stepfather, mother, stepmother, son, stepson, daughter, stepdaughter, husband, wife, or any person with whom the employee has made his or her home. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Immediate Family: Whenever an employee is absent from duty because of death in the immediate family of the member, there shall be no deduction in salary or sick days charged for absence from the first day of death up to and including the first working day after the funeral, to a maximum of three (3) days. One of the allotted days may be reserved for a date in which memorial services, observations, and/or estate business are to take place involving the deceased immediate family member. Relatives in this clause are defined as brother, stepbrother, sister, stepsister, grandparent, step-grandparent, grandchildren, and parent-in-law. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant.

Death of Other Relative: Whenever an employee is absent from duty because of death of other relative, there shall be no deduction in salary or sick days charged for absence on the day of the funeral. Other relatives are defined as son-in-law, daughter-in-law, brother-in-law, sister-in-law, first cousin, grandparent-in-law, aunt, uncle, niece, nephew, and parent of employee's child if child is under the age of eighteen. The Superintendent or designee may extend the period of absence with pay at his/her discretion as the exigencies of the case may warrant. Additional time may be allowed in case of long distance provided permission is secured from the Superintendent or his/her designee in advance.

8. EMPLOYEE ABSENCE

Attendance at Employee meetings within budgetary allowance is allowable with permission of the immediate supervisor and the Superintendent.

9. SABBATICAL LEAVE

In accordance with Sections 1166 through 1171 of the Public School Code with six (6) months previous approval except where health reasons do not permit.

10. MATERNITY LEAVE

The Board and Association agree to comply with all relevant current statutes with respect to pregnant Employees.

11. MILITARY LEAVE

See Sections 1176 through 1181 and Section 3301 of the Public School Code.

12. PERSONAL DAY

Employees shall be entitled to three (3) personal days per school year. Such personal days may be taken on the day before or after a holiday with two (2) weeks notice, and approval by the school principal. In all other instances, written request must be made to the school principal at least three (3) calendar days prior to such "personal day" except in case of an emergency. The school principal will grant the "personal day" requested by said Employee, except where the granting of such request will have a disruptive effect on the educational program for that day, and in no event may more than ten percent (10%) of the Employees in that school on any single day, except with concurrent approval of the Superintendent. One personal day may be used per year as an unscheduled personal day. One personal day may be used per year on half-day increments. Personal days shall be cumulative to a maximum of five (5) personal days. Employees may utilize up to five (5) accumulated personal days per year. Any personal leave in excess of five (5) personal days at the end of each school year shall accumulate as sick leave to a maximum of two (2) per year.

13. FAMILY AND MEDICAL LEAVE ACT

The parties recognize and agree to comply with the rights of the District and the Employees under the Family and Medical Leave Act (FMLA) of 1993. Any Employee entitled to FMLA leave may have the option to use up to thirty (30) days of sick leave prior to enacting the 12 weeks of guaranteed leave time within each year provided by the FMLA. FMLA leave must be used concurrently with all leaves after the optional use of the thirty (30) days of sick leave The District shall post appropriate notices approved by the U.S. Department of Labor advising Employees of their rights under the Act. A year shall be deemed to be July 1 through June 30.

14. <u>GRADUATE STUDY - REIMBURSEMENT FOR TUITION AND SALARY</u> COMPENSATION

A. Objectives of Graduate Study

Graduate study, consisting of Degree Programs, Certifications, Accreditations, and Endorsements, should fulfill the instructional needs and objectives of the District, and enhance the subject expertise and capability of the Employees.

The sequence of graduate study should accomplish the logical progression of professional development, differentiated for each Employee, and should not be repetitive over the span of courses and programs.

B. <u>Graduate Study Committee (GSC)</u>

A Committee to oversee the management of Master's and Post Master's Degree courses and approved providers and any other matters related to this section is established through this section of the Agreement. The Committee shall operate according to the following:

The Committee shall be known as the Graduate Study Committee (GSC).

- 1. The Committee shall be comprised of one (1) District Office Administrator, one (1) member from the Board, and one (1) member of the Association. Substitution of members is permitted to allow the smooth functioning of the Committee.
- 2. Minutes of each meeting will be kept and supplied to each of the constituent groups represented. In addition, minutes and records of each meeting will be housed in the District Office and are available for examination by District personnel.
- 3. The GSC will meet one time per month to address concerns relevant to this section. A calendar of meetings shall be established prior to the start of each school year. The GSC may cancel a meeting for a given a month when it is the consensus of the members that there is no new business to discuss.
- 4. The GSC's decisions must be approved by a majority vote.
- 5. Employees may appear before the GSC for further explanations of the Employees request.
- 6. The GSC has the authority to consider alternative institutions for different types of graduate study.
- 7. As a result of the range of District objectives and the variation of individual teacher professional development, no decisions of the GSC under any prior Collective Bargaining Agreement relating to course approval, program approval, and tuition reimbursement shall constitute either a past practice or precedent for future decisions.

C. <u>Eligibility for Benefits</u>.

A school year shall be defined as beginning on July 1 and ending June 30 of each Agreement year.

The Employee must be employed by the District at the time of graduate course enrollment and at the time of tuition reimbursement. Applications for course / program approvals shall be made directly to the Graduate Study Committee (GSC).

Applications shall include the requested course, the program of which the course is a component, and the related program courses, either completed or anticipated. The application shall include a statement of the professional development objective and the instructional benefit to the District.

The submission of course requests must be made in time for the GSC to regularly meet before the start of the requested course. The GSC will notify the Employee of acceptance or denial of the application within 1 week of the monthly meeting of the GSC.

The responsibilities of the Graduate Study Committee (GSC) are defined in Part II of this Section.

D. Qualification of Graduate Study.

The graduate work to be pursued must be pre-approved by the GSC. The criteria for approval by the GSC shall be the relevance of the course or Degree work to District instructional / curricular objectives, consistent with the further qualifications of this Section. Such determination shall be made by the GSC.

Each course must qualify as partial fulfillment of the requirements leading toward a Master's Degree, Second Master's Degree, Doctorate Degree, or State Certification. Certifications shall also include Accreditation or Endorsement. The institutions listed in Part VII meet all the qualifications of this Section, but courses are not limited to these institutions. The GSC may add and delete institutions from this list during the term of this contract. The GSC has sole discretion as to the qualification and approval of institutions for Degree and Certifications requests. The GSC, in its sole discretion and in unique situations, may approved a requested undergraduate course to the extent that such a course fulfils the instructional and curricular objections of the District as defined herein.

It is understood that that post-Masters graduate study between M and M45 shall not be repetitive of previous graduate study.

It is understood that graduate study encompassing the M45 column must have included at least one post-Masters Degree or two certifications, the absence of which will limit the teacher professional development to the M30 column.

It is understood that program approval requires separate approval of each course taken in the approved program.

It is understood and agreed that only the first Master's Degree will result in salary compensation at the M column of the salary schedule. It is additionally understood that a Masters Degree is required for advancement beyond the M column of the salary schedule. It is understood that all Employees as of the inception of this Agreement having a Masters equivalent will be considered as having a Masters Degree for satisfaction of the above eligibility requirements.

The Specialist Certifications that may be approved by the GSC shall include: Technology Specialist, Curriculum and Instruction Supervision, Principalship, Special Education Supervision, Reading Specialist, and School Psychologist.

Teacher Certification programs shall be completed within three years. Master's Degree programs and State Specialist Certification programs shall be completed within six years, and Doctorate Degrees within 12 years of starting the program, or as required by the graduate institution.

It is understood that individual courses not within a program, Degree, or Certification could be considered for tuition reimbursement and salary compensation by the GSC, to the extent such proposed individual courses are consistent with specific professional development objectives of the District at the discretion of the GSC.

E. Tuition Reimbursement

The District will reimburse Employees for only graduate work that meets all the criteria of this Section and that has been approved in advance by the GSC.

The rate of reimbursement shall be the lesser of the actual tuition or 100% of the tuition rate per credit hour in effect at the East Stroudsburg University.

For Degree and Specialist candidates, the District will reimburse up to a maximum of six (6) credits per school year (July 1 through June 30th). If the graduate program requires courses be taken at a faster rate, the GSC may approve the courses for tuition reimbursement. The Employee must produce a complete list of intended courses for the program to qualify.

The Employee must, within sixty (60) days after successful completion of the course, submit to the Superintendent receipted bills or canceled checks or proof of payment. Full payment of reimbursement shall be made as soon as possible, but no later than thirty (30) days after the District has received the necessary paper work to show that the Employee has successfully completed the course work.

A grade of "B" or better in a course is required for tuition reimbursement.

Any Employee who has received benefits under this section and who voluntarily leaves the District's employment without one year's active service following the end of the course or courses shall be liable to repay all tuition benefits received for that course or courses taken in the preceding twelve months.

There shall be no reimbursement for any coursework under this Agreement for any Employee who has achieved the Masters+45 column placement. Employees shall be reimbursed more than M+45 for coursework to finish a program/certification that was approved on or before the March 2023 GSC Committee Meeting.

The Employees currently on the Masters +60 column who have already been approved for a program as of the date of the execution of this Agreement shall be grandfathered and be eligible for reimbursement of their pre-approved program in accordance with this section.

F. Salary Compensation

The District will apply salary compensation to Employees for only graduate work that meets all the criteria of this Section and that has been approved in advance by the GSC.

A grade of "B" or better in a course is required for credit toward salary compensation. If approved for a program/certification to progress to the last column, the employee is expected to finish the program/certification for the final column.

If approved for a program/certification that will qualify the Employee to move to a specific final column based on the approved program, the Employee shall finish the program/certification in order to qualify to move to the last possible column based on the program/certification.

By way of example, an employee who possesses a Masters and is approved for a Masters program that requires thirty-three (33) credits will be able to move to the M+6, M+12, M+18, and M+24 columns upon achieving the necessary credits to move to those specific columns. The employee shall not be permitted to move to the M+30 column until completing of the program.

The Employee must submit written notification to the GSC for salary compensation by June 15th of the preceding school year. Such notification shall include a statement of his / her intention to complete specific graduate work prior to the commencement of the ensuing school year.

The Employee shall provide to the GSC prior to September 30th the official transcript from the institution where the work was completed. Upon timely satisfaction of this requirement, the District will enact the appropriate salary compensation change retroactive to the beginning of the school year. This September 30th deadline marks the only period of graduate salary compensation adjustment for each school year. Graduate courses taken in the summer and completed before September 1st shall be credited for salary compensation in the current school year provided all other contract requirements are satisfied and that the transcript is provided to the GSC by September 30th.

Notwithstanding the foregoing, Employees will not be eligible to have more than one (1) column movement per contract year recognized by the District.

G. Providers

The following list of providers has been acknowledged by the GSC as meeting the requirements of this section. Inclusion on this list of these or any additional institutions added by the GSC does not satisfy or null the requirement for the GSC to approve each course at all institutions. The GSC may add institutions to this list for specific requests during the Agreement term. DeSales University

- Moravian College
- Muhlenberg College
- Cedar Crest College
- Lehigh University
- The Pennsylvania State University
- Temple University
- Villanova University
- Rutgers University
- PA System of Higher Education (Bachelors to Masters and non-Doctoral, post-Masters degree)

• Wilkes College (Bachelors to Masters only)

H. <u>Exceptions</u>

It is understood that there may be reasons for the GSC to consider exceptions to the above guidelines relative to application deadlines, course selection institution, banking of credits, sabbaticals, and degree completion with other than 30 credits. In deciding upon a requested course and/or program of studies, the GSC may take into consideration the quality of, and the number of courses previously taken by the staff member. Exceptions will generally be brought about by individual needs and preferences, which may be accommodated. The overarching consideration for the GSC in the consideration of exceptions shall be the contribution of the graduate study to the instructional objectives of the District.

I. Grievances

The decision of the GSC is subject to the grievance procedure with the understanding that, should the Association seek to arbitrate more than five single party decisions of the GSC during the term of this agreement, the right of the Association to grieve the decision of the GSC shall be eliminated from the agreement.

J. Certification and Masters (B to M)

The Superintendent shall decide the approval of courses for the initial teacher State Certification, and for the subsequent Masters Degree at 30 credits. The criteria shall be consistency with District and State requirements, as well as the contribution to District educational objectives. Decisions of the Superintendent may be appealed to the GSC.

The course rate limitation of fifteen (15) credits per year shall apply, as well as the tuition reimbursement of 100% of the East Stroudsburg rate.

A Masters Degree, not an equivalent, shall be required for further graduate study.

K. Advanced Degrees, Specializations, Certifications, and Accreditations (M to M45)

The GSC shall be required to approve all courses within Degree Programs and Certifications for post-Masters graduate study. The criteria shall be consistency with District and State requirements, as well as the contribution to District educational objectives.

The application for this graduate study shall include:

- 1. a written description of the graduate study and its objective
- 2. a list of all related courses in the program that are either completed, or that are expected to be applied for in order to complete the program

15. PROFESSIONAL COMPENSATION

A. When Employees are requested to perform work of a professional nature, including but not limited to, summer school teaching, night school teaching, driver education, pre-school registration, nurses physical examinations, home-bound instruction, curriculum development, and technology preparations, they shall be compensated according to the following schedule:

2023-2028 \$45.00 per hour

B. Elementary Grade Level Chairpersons

2023-2028 \$2,500

C. Middle School Team Leaders

2023-2028 \$2,500

D. <u>Senior High Department Chairpersons</u>

2023-2028 \$2,500

- E. The number of Elementary Grade Level Chairpersons, Middle School Team Leaders, and Senior High Department Chairpersons shall be determined by the District, as the responsibility and authority for such determination is a management prerogative unless, by mutual agreement of the parties, there is a formula for such determination.
- F. Tact2 Trainers utilized by the Administration for specific training shall receive a yearly stipend of \$1,000

16. <u>VISION CARE</u>

The District shall purchase, for the Employee and family, the vision care plan provided by Vision Benefits of America as of the expiration of the prior Collective Bargaining Agreement.

The District shall provide an annual eye exam for all Employees.

17. MILEAGE REIMBURSEMENT

Employees required to travel in the performance of their duties shall receive reimbursement for miles traveled at the rate allowed by the Internal Revenue Service, which will be approved by the Board, subjected to state and federal statutes and regulations.

18. INDUCTION PROGRAM/MENTOR SALARY

For the life of this Agreement, the Saucon Valley School District agrees to pay the Mentor Employees who participate in the Induction Program, a salary of \$500 per contract year. The District shall not schedule programs after school hours

19. CO-CURRICULAR SALARY SCHEDULE

Extracurricular and co-curricular positions and compensation, which include coaches, club advisors and any similar positions that have otherwise been a part of the previous contract shall now be set by the Board exclusively and adjusted on a year-to-year basis at the Board's discretion.

20. 403(b)/457 Accounts

Employees who qualify, and receive, the Retirement Incentive as outlined in the Professional Contract shall be entitled to the following benefit:

Any incentive payment shall be directly deposited into a 403(b) tax sheltered annuity account as a non-elective contribution and/or 457 deferred compensation plan established by the Employee.

All district contributions shall be deposited directly into a 403(b) account and/or the 457 deferred compensation plan. The 403(b) and/or 457 deferred compensation plan will be set up by the Employee with a Saucon Valley School District approved provider.

The design of this Agreement was intended to provide significant tax savings to the District and to the Employees of the District by depositing Retirement Incentive monies directly into 403(b) accounts and/or 457 deferred compensation plan, while permitting the Employees to exercise investment control over the accounts until Employees elect to withdraw amounts from the accounts.

APPENDIX C

GRIEVANCE PROCEDURE

PURPOSE

The purpose of this procedure is to resolve at the lowest possible administrative level as promptly as possible any differences that should arise between the Administration and the Employee(s) as to the meaning and application of the provisions of this Agreement. Any grievance which shall involve any claim of a violation or misapplication of any applicable existing laws, rules, procedures, regulations, administrative orders or policies <u>not</u> contained in this Agreement shall <u>not</u> be submitted to arbitration under the provisions of this Section and Section 903 of Article IX of Act 195 unless the parties shall agree in writing so to submit such grievance to arbitration. In the event such grievance by agreement shall be submitted to arbitration the decision of the arbitrator will be advisory to the parties but in any event shall not be binding upon the Administration.

DEFINITIONS

- A. <u>Grievance</u>: A complaint by an Employee or a group of Employees, that there has been a violation of the provisions of the Agreement. The specific violations shall be articulated when filing the grievance.
- B. <u>Employee</u>: All Members of the Teaching Unit as certified by the PLRB.
- C. <u>Administration</u>: A school principal, the Superintendent of Schools and his/her assistants, and the Board of Education.
- D. <u>Calendar Day</u>: A day of twenty-four (24) hours within the school term excluding Saturdays, Sundays, and holidays but including vacation days which are not holidays.

GENERAL PRINCIPLES

- A. An Employee may seek the assistance of a representative of the Saucon Valley Education Association in the presentation and/or appeal of any grievance.
- B. The failure of the Administration at any step to communicate his/her decision to the Employee within the specified time limits shall permit the Employee to proceed with his/her grievance to the next step of the procedure.
- C. If the decision of the Administration at any step of the procedure with respect to a grievance shall not be appealed to the next step within the time specified for such appeal, such grievance shall be considered settled on the basis of the decision made by the Administration.
- D. The time limits specified will be appropriately reduced, when necessary, so that Step IV of the grievance procedure will be completed prior to the close of the current school term. In the event that this is not possible, the time limit shall not exceed two (2) weeks beyond the end of the school year unless it has been mutually agreed to extend the time limits for same.

E. Forms relating to a particular grievance shall be placed in a file separate from the personnel file of the Employee and shall be held confidential.

PROCEDURE

Step I – Appeal to Principal

The grievance must be filed by the grievant or the Association in writing on a form to be provided by the Administration within twenty (20) calendar days of the alleged violation of the Agreement. A meeting must be held between the parties within six (6) calendar days of the grievance presentation unless it has been mutually agreed to extend the time limits for same. A decision must be rendered by Step I within ten (10) calendar days after receipt of grievance.

<u>Step II</u> – <u>Superintendent of Schools</u>

If Step I fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step II on the form provided by the Administration within ten (10) calendar days after receipt by the grievant and the Association of the decision from Step I. A meeting must be held between the parties within six (6) calendar days of the presentation of the grievance to Step II unless it has been mutually agreed to extend such time limits.

A decision must be rendered by Step II within ten (10) calendar days of the receipt of the grievance.

Step III - The Board of School Directors

If Step II fails to resolve the grievance to the satisfaction of the grievant and the Association, the grievance must be appealed in writing to Step III, on the form provided by the Administration, with the Board of Education within six (6) calendar days of receipt by the Association of the decision from Step II.

The Board of Education shall render a decision at the next official school board meeting. If additional time is required for the study of a grievance, it may be allowed upon the mutual Agreement by both parties concerned. The School Board shall present a written disposition of the grievance to the affected parties within ten (10) calendar days of its decision.

Step IV – Arbitration

If Step III fails to resolve the grievance to the satisfaction of the Association, the grievance may be appealed to arbitration in accordance with Section 903 of Act 195.

If arbitration is requested, the Association shall notify the Board within thirty (30) calendar days of the receipt of the Board's decision in Step III of the grievance procedure.

APPENDIX D

LETTER OF INTENT

It is the intent of the Saucon Valley School District to permit retiring Employees to remain in the same health insurance plan provided by this collective bargaining Agreement. When a retiring Employee initiates action with the District Business Office, the School District will carry a retiree on the group plan roll until said retiree reaches the age of sixty-five (65) or for a maximum of six (6) years following the date of retirement, whichever is sooner, provided said retiree remits the monthly premium in advance.

The School District shall not assume any responsibility for lapses in coverage due to failure to remit in a timely fashion.

APPENDIX "E"

Benefits	Pla	nn 1	Plan 2 - only plan option available for new hire after July 1, 2021		
Medical:	Pl	PO	PPO		
	In Network	Out of Network	In Network	Out of Network	
Deductible: In network	\$500 / \$1000		\$750 / \$1500 / \$2250		
Out of Network		\$500 / \$1000		\$1500 / \$3000 / \$4500	
PCP Copay:	\$20	20% after ded	\$25	20% after ded	
Specialist Copay:	\$40	20% after ded	\$50	20% after ded	
Urgent Care Copay:	\$50	20% after ded	\$75	20% after ded	
ER Copay: Waived if admitted from ER.	\$130	20% after ded	\$180	20% after ded	
Inpatient Hospital Stays	\$0	20% after ded	\$200 copay per admission	20% after ded	
Diagnostic Testing	100% after ded	20% after ded	100% after ded	20% after ded	
Hi Tech Imaging Copay (EX: MM, CT):	100% after ded	20% after ded	\$75 copay after ded	20% after ded	
Outpatient Surgery Facility	\$0	20% after ded	\$50	20% after ded	
PT - Unlimited; ST, OT - 10 visits	\$40	20% after ded	\$50	20% after ded	
Chiropractic Copay - unlimited	\$40	20% after ded	\$50	20% after ded	
Private Duty Nursing:	100% after ded	20% after ded	100% after ded	20% after ded	
RX: (Copays)					
Retail: Tier 1:	\$10		\$20		
Tier 2:	\$30		\$40		
Tier 3:	\$60	No Benefits Available	\$80	No Benefits Available	
Mail Order: Tier 1:	\$20	The Belleties Available	\$40	TTO Deficites Available	
Tier 2:	\$60		\$80		
Tier 3:	\$120		\$160		

MEMORANDUM OF UNDERSTANDING - B

The retirement incentive program of the 2005-2008 contract is eliminated for all employees hired on or after the ratification date of this agreement (Agreement approved on December 16, 2009). A retirement incentive program is described below for Employees of the district hired prior to December 16, 2009 with less than 20 years of service as of December 16, 2009.

Effective September 1, 2008, any Employee who satisfies the eligibility requirements below and who elects to retire from the Saucon Valley School District, with the exception of long-term substitutes, shall be entitled to a cash bonus at the time of retirement as follows:

completion of 1 year of service to 10.99 years of service - \$1,000/year of service completion of 11 years of service to 14.99 years of service - \$1,200/year of service completion of 15 years of service to 19.99 years of service - \$1,400/year of service. The eligibility requirements for this benefit are:

- (a) The number of PSERS service as of the end of the 2009-10 school year,
- (b) The individual must be an Employee with the Saucon Valley School District on the date on which retirement is elected.
- (c) The Employee must be 55 years of age or older and have been reached the top of the salary schedule and have remained there for a minimum of two years.
- (d) The Employee must notify the District of his/her intention to retire in writing by no later than February 1 of the school year of retirement with the date of retirement to be scheduled for the day after the last professional day of the contract year.

The amount of this cash bonus is fixed as of the end of the 2009-2010 school year based upon the formula above with no further increases permitted. Payment is made to the Employee on July 1 following retirement.

By the end of the 2009-2010 school year, the District will provide SVEA with a list of Employees' names containing the years of teaching service and the dollar amount of the retirement bonus.

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