

Saucon Valley School District
Regular Meeting of the Board of Education
December 10, 2019 – 7 pm
High School Audion

* * * * *

Welcome to the meeting of the Saucon Valley School Board. Our objective is to serve the students, parents, and residents of our community. You are an important part of this meeting and we look forward to your questions and comments.

We are all here for the same reason. All opinions are welcomed and equally valuable. Our only request is that we address each other with civility and respect. Our courtesy toward each other is the best way to show our students how much we respect them as well.

Notice to Public - *This is to notify all in attendance at the Saucon Valley School Board meeting that the district is video and audio taping the meeting and the meeting will be posted for public viewing according to district policy.*

Agenda

6 pm – Executive Session for the purpose of Superintendent Evaluation and SVEA Contract.

- I. **Call to the Order** – *Dr. Shamim Pakzad, President, presiding*
- II. **Recording of Attendance** – *David Bonenberger, Secretary*
- III. **Motion to Approve Agenda**
- IV. **Announcement of Executive Session** – December 10, 2019
- V. **Courtesy of the Floor to Visitors – Agenda Items Only** – *Visitors should state their name and address.*

AGENDA ITEMS

A. Personnel

Items/Projects for Discussion

None

Recommendations for Approval

Collective Bargaining Agreement

1. Approve the Collective Bargaining Agreement between the Saucon Valley Board of School Directors and the Saucon Valley Education Association for a time period July 1, 2020 through June 30, 2023 and one Memorandum of Understanding with two items.

Recommendation: To approve all motions and recommendations as listed above in Personnel.

VI. Citizen’s Inquiries and Comments – *Visitors should state their name and address.*

VII. Board Comments

VIII. Announcements

Future Meetings ~

January 14, 2020 – 7 pm –Business Meeting – Audion

January 28, 2020 – 7 pm –Business Meeting – Audion

February 11, 2020 – 7 pm –Business Meeting – Audion

IX. Motion to Adjourn Meeting

The Saucon Valley School District does not discriminate on the basis of race, color, national origin, age, sex, or handicap.

SAUCON VALLEY SCHOOL DISTRICT
PROFESSIONAL CONTRACT

between the

BOARD OF SCHOOL DIRECTORS

and

THE SAUCON VALLEY EDUCATION ASSOCIATION

July 1, 2020 through June 30, 2023

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	2
ARTICLE II	2
A. RECOGNITION	2
ARTICLE III	3
A. TERM OF AGREEMENT.....	3
B. MODIFICATION OF AN AGREEMENT.....	3
C. INTERPRETATION OF AGREEMENT.....	3
ARTICLE IV	3
A. STATUTORY SAVINGS CLAUSE.....	3
ARTICLE V	4
A. RIGHTS OF THE ASSOCIATION.....	4
B. PREROGATIVES OF THE SCHOOL DISTRICT.....	5
C. MEET AND DISCUSS.....	5
D. COPIES OF AGREEMENT	5
ARTICLE VI	5
A. RIGHTS OF EMPLOYEE.....	5
ARTICLE VII	6
A. NO STRIKE – NO LOCKOUT PROVISION.....	6
ARTICLE VIII	7
A. WAGES AND SALARY PROVISIONS	7
B. EMPLOYEES’ PAY.....	7
C. PAYROLL DEDUCTIONS.....	7
D. SCHOOL YEAR.....	7

E.	SCHOOL DAY	8
F.	OTHER EMPLOYEE BENEFITS	9
ARTICLE IX	.....	9
A.	PROTECTION: EMPLOYEES, STUDENTS AND PROPERTY	9
ARTICLE X	.....	9
A.	GRIEVANCE PROCEDURE.....	9
ARTICLE XI	.....	10
A.	EMPLOYEE EVALUATION	10
ARTICLE XII	.....	11
A.	LONG TERM SUBSTITUTES	11
APPENDIX A	.....	13
APPENDIX B	.....	16
APPENDIX C	.....	36
APPENDIX D	.....	38
APPENDIX E	.....	39
MEMORANDUM OF UNDERSTANDING – WORKERS’ COMPENSATION	.....	40
MEMORANDUM OF UNDERSTANDING - A	.....	41
MEMORANDUM OF UNDERSTANDING - B	.....	44

PREAMBLE

AGREEMENT, made this ____ of _____, 2019, 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, 2020, succeeds all prior Agreements, and shall continue in full force and effect through June 30, 2023, 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. STATUTORY SAVINGS CLAUSE

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. Bulletin Boards:

The Association shall have, in each building, the use of a bulletin board in each faculty lounge and/or Employees' dining room.

3. Use of School Buildings:

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.

4. Use of Communication Facilities:

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.

5. President Visitations:

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.

6. Board Agenda:

Detailed Agendas of Board Meetings shall be made available in the District Office to the President of the Association, or his/her designee, by 3:00 p.m. of the Friday proceeding the meeting day.

7. School District Policy:

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

8. Association President Leave:

The President of the Association shall be permitted to utilize up to two (2) school days per year 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.

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

Copies of this Agreement shall be printed at the expense of the Board and made available to all Employees now employed, or hereafter employed, by the Board, and same shall be supplied 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, provided that the Employees' notify the office that they are leaving the building either in person or by email provided there is a response.

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-one (191) 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 either two (2) open houses or two (2) evening parent teacher conferences, or a combination of one (1) evening open house and one (1) evening parent teacher conference to be scheduled in advance at the discretion of the School principal. Such event shall not be scheduled for more than two and one-half (2 ½) hours and shall end no later than 7:30 PM local time for parent teacher conferences or no later than 9:00 PM local time for open houses. The Employee may be excused by the School Principal. Newly hired Employees agree to attend two (2) orientation days prior to the start of the school year.

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.

There shall also be a scheduled one-half (1/2) student day at the end of the first (1st) and third (3rd) marking periods to allow Employees time to finalize quarter grades and prepare for the subsequent marking period.

The school calendar will also include one-half (1/2) days for students and staff before the Thanksgiving and Christmas vacations.

During the three district staff development days during the 2018-2019 and 2019-2020 school years, K-12 Employees will be able to meet according to curriculum cycle to work on Pre-Phase activities: define K-12 scope and sequence, identify academic standards and anchors, write essential questions and enduring understandings, and work on common assessments including item analysis and standards alignment.

Employees will be required to work an additional eight (8) flexible hours for District-directed activities in increments of two (2) hours, with at least thirty (30) calendar days of notice, four (4) times per year. 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. Under no circumstances would any Employee be required to stay beyond the end of the contracted work day. During this time, Employees will be involved in preparation time activities, unless there are busing problems, and student supervision is needed. There will be no meetings or trainings scheduled during this time.

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) uninterrupted non student contact periods per full school day in the range of the current practices reflected in the 2007-08 building schedules and as exemplified below. One of the periods will be solely dedicated to Employee preparation time. The following is an example of the variation that might be expected if the structure of the school day would change within the limits of this contract.

Example: “Non-contact time” varies among the three schools. In the elementary and middle school a non-contact period may be about 40 minutes each. The exact time will vary by Employee schedule. In the high school a non-contact period may be about 45 minutes, again varying with Employee schedule and thus a non-contact “block” contains two non-contact periods. In the event the high school should convert in whole or in part from block to conventional scheduling, there is no stipulation that the two non-contact periods will be contiguous as they may have been under block scheduling, nor that they will be of exactly the same total number of total minutes as under block scheduling, nor that more than one of the non-contact periods shall be for Employee preparation. It is expected that high school non-contact periods will be of the same general nature as the elementary and middle school non-contact periods.

Non-contact time is defined as time not in instruction or assigned duty. Preparation time is defined as unassigned time that is spent on lesson preparation, test construction, test correction, or any other activities related to the teaching assignment.

These guidelines shall apply except for emergency situations. The district will make reasonable effort to provide substitute coverage in an emergency situation. Employee coverage for emergency situations will be in a rotating basis. A planned meeting or athletic event is not to be considered emergency coverage.

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. Under no circumstances would any Employee be required to stay beyond the end of the contracted work day. During this time, Employees will be involved in preparation time activities unless there are busing problems, and student supervision is needed. There will be no meetings or training scheduled during this time.

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 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.

ARTICLE XI

A. EMPLOYEE EVALUATION

1. Open Evaluation:

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.

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.

5. Posting of Vacancies:

For any vacancy in any professional position, the Board shall provide the Association written notice in ten (10) copies.

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 XII

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. 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

By: _____
President

Attest: _____
Secretary

Agreement approved by the Board of School Directors on _____, 2019.

SAUCON VALLEY EDUCATION ASSOCIATION

By: _____
President

Attest: _____
Secretary

Agreement ratified by the Saucon Valley Education Association on _____, 2019.

APPENDIX A

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

APPENDIX “A”

SAUCON VALLEY											
2020-2021											
Salary Schedule											
From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45	M+60
13	1	53,182	55,510	57,960	59,431	60,945	62,505	64,112	65,796	68,607	71,590
12	2	54,425	56,825	59,351	60,867	62,428	64,036	65,693	67,399	70,327	73,402
11	3	55,710	58,184	60,789	62,351	63,961	65,619	67,326	69,085	72,104	75,275
10	4	57,129	59,590	62,275	63,886	65,545	67,254	69,015	70,828	73,940	77,209
9	5	58,413	61,043	63,811	65,471	67,182	68,944	70,759	72,628	75,837	79,206
8	6	59,833	62,544	65,398	67,110	68,874	70,690	72,561	74,488	77,796	81,270
7	7	61,301	64,096	67,038	68,803	70,621	72,494	74,063	76,409	79,820	83,401
6	8	62,819	65,700	68,733	70,552	72,427	74,357	76,346	78,394	81,910	85,602
5	9	64,387	67,357	70,484	72,360	74,292	76,282	78,332	80,444	84,068	87,874
4	10	66,007	69,069	72,293	74,227	76,219	78,271	80,384	82,561	86,298	90,221
3	11	67,682	70,838	74,162	76,155	78,209	80,324	82,503	84,747	88,600	92,645
2	12	69,412	72,666	76,092	78,148	80,265	82,445	84,692	87,005	90,977	95,147
1	13	71,199	74,554	78,086	80,205	82,388	84,636	86,952	89,337	93,431	97,730
Top	14	73,046	76,505	80,146	82,330	84,581	86,898	89,285	91,744	95,965	100,397

SAUCON VALLEY											
2021-2022											
Salary Schedule											
From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45	M+60
13	1	54,182	56,510	58,960	60,431	61,945	63,505	65,112	66,796	69,607	72,590
12	2	55,425	57,825	60,351	61,867	63,428	65,036	66,693	68,399	71,327	74,402
11	3	56,710	59,184	61,789	63,351	64,961	66,619	68,326	70,085	73,104	76,275
10	4	58,129	60,590	63,275	64,886	66,545	68,254	70,015	71,828	74,940	78,209
9	5	59,413	62,043	64,811	66,471	68,182	69,944	71,759	73,628	76,837	80,206
8	6	60,833	63,544	66,398	68,110	69,874	71,690	73,561	75,488	78,796	82,270
7	7	62,301	65,096	68,038	69,803	71,621	73,494	75,063	77,409	80,820	84,401
6	8	63,819	66,700	69,733	71,552	73,427	75,357	77,346	79,394	82,910	86,602
5	9	65,387	68,357	71,484	73,360	75,292	77,282	79,332	81,444	85,068	88,874
4	10	67,007	70,069	73,293	75,227	77,219	79,271	81,384	83,561	87,298	91,221
3	11	68,682	71,838	75,162	77,155	79,209	81,324	83,503	85,747	89,600	93,645
2	12	70,412	73,666	77,092	79,148	81,265	83,445	85,692	88,005	91,977	96,147
1	13	72,199	75,554	79,086	81,205	83,388	85,636	87,952	90,337	94,431	98,730
Top	14	74,046	77,505	81,146	83,330	85,581	87,898	90,285	92,744	96,965	101,397

SAUCON VALLEY											
2022-2023											
Salary Schedule											
From Top	Step	B	B+15	M	M+6	M+12	M+18	M+24	M+30	M+45	M+60
13	1	55,182	57,510	59,960	61,431	62,945	64,505	66,112	67,796	70,607	73,590
12	2	56,425	58,825	61,351	62,867	64,428	66,036	67,693	69,399	72,327	75,402
11	3	57,710	60,184	62,789	64,351	65,961	67,619	69,326	71,085	74,104	77,275
10	4	59,129	61,590	64,275	65,886	67,545	69,254	71,015	72,828	75,940	79,209
9	5	60,413	63,043	65,811	67,471	69,182	70,944	72,759	74,628	77,837	81,206
8	6	61,833	64,544	67,398	69,110	70,874	72,690	74,561	76,488	79,796	83,270
7	7	63,301	66,096	69,038	70,803	72,621	74,494	76,063	78,409	81,820	85,401
6	8	64,819	67,700	70,733	72,552	74,427	76,357	78,346	80,394	83,910	87,602
5	9	66,387	69,357	72,484	74,360	76,292	78,282	80,332	82,444	86,068	89,874
4	10	68,007	71,069	74,293	76,227	78,219	80,271	82,384	84,561	88,298	92,221
3	11	69,682	72,838	76,162	78,155	80,209	82,324	84,503	86,747	90,600	94,645
2	12	71,412	74,666	78,092	80,148	82,265	84,445	86,692	89,005	92,977	97,147
1	13	73,199	76,554	80,086	82,205	84,388	86,636	88,952	91,337	95,431	99,730
Top	14	75,046	78,505	82,146	84,330	86,581	88,898	91,285	93,744	97,965	102,397

APPENDIX B

OTHER EMPLOYEE BENEFITS

1. BLUE CROSS COVERAGE AND PRESCRIPTION PLAN

A. Blue Cross Coverage

1. 2020-2021 Fiscal Year

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.

For all plans provided, Employees shall pay a monthly premium share according to the following schedule:

<u>Contract Year</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2020-2021	\$90	\$160	\$200

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.

Employees shall pay an annual in-network deductible according to the following schedule:

<u>Contract Year</u>	<u>Single</u>	<u>Two Person</u>	<u>Family</u>
2020-2021	\$ 500	\$700	\$ 700

Employees shall have a co-pay for office visits according to the following schedule:

<u>Contract Year</u>	<u>Office Visit</u>	<u>Specialist</u>
2020-2021	\$20	\$40

Employees shall have a co-pay for Urgent Care Centers and Emergency Rooms according to the following schedule:

<u>Contract Year</u>	<u>Urgent Care</u>	<u>Emergency Room</u>
2020-2021	\$50	\$75

The in network deductible will apply to any charge that does not have a co-payment. For example, there will be a \$20 co-pay for a doctor office visit. If that doctor sends the employee for lab testing or for an X-ray, those charges will be billed separately and the insurance benefit will be subject to the deductible payment.

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.

2. 2021-2022 and 2022-2023 Fiscal Year

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 10% of the total cost of the annual premium in both 2021-2022 and 2022-2023.

The PPO Plan 2 whose plan design is attached at Appendix “E” to this Agreement shall be made available with employees contributing 2% of the total cost of the annual premium in 2021-2022 and 3% of the total costs to the premium in 2022-2023.

The total cost of the annual premium shall be the equivalent of the COBRA amounts in a given year without the administrative fees for the plan and level of healthcare elected by the employee.

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

B. Spousal Coordination of Benefits

Effective July 1, 2019, spousal healthcare coverage will only be extended to new 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.

C. 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. Full-time Employees who are enrolled in family coverage under the District medical plan and who are willing to discontinue that coverage at the start of any school year shall receive a one-time bonus payment of \$1,000 at the time of such discontinuance in consideration of the cost savings to the District. New Employees eligible for enrollment in family coverage and who are willing to forego such coverage shall also be eligible for the bonus payment. To be eligible for the bonus payment, the disenrollment must be for a minimum of one (1) year. If such Employees later wish to re-enroll in a District paid medical plan they may do so under the condition that they contribute twenty-five percent (25%) of the total cost of the plan for the first twelve (12) months of their re-enrollment. An Employee who has re-enrolled and made the contribution for one (1) year becomes eligible to again discontinue coverage and receive an additional \$1,000 at the time of discontinuance. In the event an Employee enrolled in single

coverage is willing to discontinue that coverage under the terms similar to the above, a proportionate bonus payment based on the relative premium cost will be made. Employees receiving a bonus who terminate employment with the District in less than one (1) year shall have deducted from final salary payments a pro rata portion of the bonus.

2. Employees who must re-enroll or newly enroll in the District medical plan prior to a full year of disenrollment due to loss of alternative medical coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the Employee shall return to the District the pro rata portion of the bonus payment corresponding to the balance of the original year of disenrollment.

3. Because the purpose of the bonus payment is cost containment, Employees will not be permitted to upgrade their medical coverage to family coverage at District expense for the purpose of subsequently discontinuing that coverage to receive a bonus payment. Any Employee who commences family coverage on or after September 1, 1991 and who subsequently seeks a bonus payment for discontinuing that coverage shall not automatically be entitled to the bonus, but shall have the burden of providing a bona fide change in circumstances subsequent to the upgrade which justifies the discontinuance.

4. Precise terms and conditions of all group insurance benefits shall be described by the master plan or master contract issued by the carrier.

D. Prescription Drug Plan

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 deductible paid by Employees shall be as follows for Retail RX:

<u>Contract Year</u>	<u>Generic</u>	<u>Brand Name</u>	<u>Formulary</u>
2020-2021; 2021-2022	\$ 10	\$ 25	\$ 50
<u>Contract Year</u>	<u>Generic</u>	<u>Brand Name</u>	<u>Formulary</u>
2022-2023	\$ 10	\$ 30	\$ 60

The deductible paid by Employees shall be as follows for Mail RX:

<u>Contract Year</u>	<u>Generic</u>	<u>Brand Name</u>	<u>Formulary</u>
2020-2021	\$ 20	\$ 50	\$ 100
<u>Contract Year</u>	<u>Generic</u>	<u>Brand Name</u>	<u>Formulary</u>
2021-2022; 2022-2023	\$ 20	\$ 60	\$ 120

E. 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.

F. Healthcare Excise Tax

By or on November 1, 2021, the District and the Association will jointly request the third party administrator for the District to provide the District and the Association with actuarially justified information as to whether or not the health benefit plan offered by the District will be projected to incur or actually incur an excise tax, tax, or penalty as the result of the implementation of the Patient Protection and Affordable Care Act (PPACA). Said actuarial information shall be provided the parties no later than January 31, 2022. This process will be repeated every November thereafter, even in status quo.

In the event that it is determined and/or projected as of January 2022 or any subsequent January that the health benefit plans offered by the District will likely or actually incur excise taxes, taxes, or penalties as the result of the health benefit plan or plans exceeding the thresholds provided in the PPACA, the Association and the District shall engage in a reasonable attempt to

find a health benefit plan acceptable to both parties that will not incur such excise tax, tax, or penalty during the next plan year.

In the event that the District and the Association fail during the period between January and June 15, 2022 and such period in each successive year thereafter, including periods of status quo, to either (a) agree to increase premium share to cover the cost of the expected excise tax, tax, or penalty or (b) agree upon a less costly health benefit plan below the threshold limitations under the PPACA for any excise tax, tax, or penalty provisions, then in that event, the parties shall pursue binding arbitration with an arbitrator provided in a list by the Pennsylvania Bureau of Mediation as soon as practicable and once agreed upon between the parties, the binding arbitrator's sole authority shall be to determine the health benefit plan or plans that Bargaining Unit Members covered by this Agreement could elect during the current plan year or the next plan year in question that would be under the threshold limitations established by the PPACA so that an excise tax, tax, or penalty will not be triggered. It is understood that the binding arbitrator's authority is limited to ordering the institution of plans that are not less rich than the highest plan offered by the federal exchange that does not trigger the excise tax, tax, or penalty provisions under the PPACA. The binding arbitration shall be done on an expedited basis with the binding arbitrator being required to issue his/her binding opinion within thirty (30) days after his or her notice of selection by the parties and acceptance of such selection. The binding arbitrator shall have authority to take whatever evidence is necessary to provide his/her Decision and Order. The expenses of the arbitrator shall be paid equally by the parties. This process will be repeated on an annual basis so long as the threshold limitations of the health benefit plan offered by the District exceeds the excise tax, tax, or penalty thresholds under the PPACA.

2. DENTAL COVERAGE

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.

3. 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.

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.

4. 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 \$70 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. Eligibility Requirements:

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 reached the maximum step of the salary schedule and have remained there for a minimum of two years.

3. The Employee must notify the District of his/her intention to retire in writing by no later than November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.

5. INSURANCE BENEFITS

A. 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.

B. 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 after three (3) consecutive days of absence and part day absences are chargeable. If abuse is suspected, the Superintendent or designee will meet with the Employee to discuss his/her absences and to notify the Association President after which if the abuse persists, a physician's certificate may be required for each day of absence. The same provisions as above are available for illness in the immediate family and are charged to sick leave.

7. BEREAVEMENT

Absence for the death in the immediate family is allowable from the date of death through one (1) day after the funeral. For a near relative, one (1) day is allowed.

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. GRADUATE STUDY - REIMBURSEMENT FOR TUITION AND SALARY COMPENSATION

A. Objectives of Graduate Study

Graduate study, consisting of Degree Programs, Certifications, Accreditations, and Endorsements, shall 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. Graduate Study Committee

A Committee to oversee the management of graduate studies, approved providers, and any other matters related to this section is established through this section of the Agreement. The Committee shall be known as the Graduate Study Committee (GSC). The GSC shall decide the approval of programs and courses Post Master's.

The Superintendent shall decide the approval of courses for the initial teacher Level II State Certification, and for the subsequent Master's Degree (up to the first Master's Degree). Decisions of the Superintendent may be appealed to the GSC.

A Master's Degree, not an equivalent, shall be required for further graduate study past the Master's column.

The criteria for approval of a graduate program or course shall be the relevance of the work to District instructional/curricular objectives. Such determination shall be made by the GSC for a Post Master's application and by the Superintendent for the initial Master's as described above.

The Employee shall be permitted to seek approval for individual courses not part of a larger program for tuition reimbursement. If the Employee is pursuing a degree program, certification, accreditation, or endorsement the entire list of coursework shall be submitted with the program application (subject to modification at a later time). Courses shall still need to be submitted by an Employee for approval on an individual basis even with full program approval prior to being actively taken.

The Committee shall operate according to the following:

- 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.

- The GSC shall consider the approval of an individual course or program for tuition reimbursement.
- 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.
- 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 shall be permitted to not meet during a month when it is the consensus of the members that there is no new business to discuss.
- The GSC's decisions must be approved by a majority vote.
- Employees may appear before the GSC for further explanation of the Employee's request.
- As a result of the range of District objectives and the variation of individual teacher professional development, no decisions of the GSC relating to course approval, program approval, and tuition reimbursement shall constitute either a past practice or precedent for future decisions.

Exceptions: It is understood that there may be reasons for GSC to consider exceptions to the above guidelines relative to application deadlines, course selection institution, banking of credits, sabbaticals, and a degree completion with other than 30 credits. In deciding upon a requested course and/or program of studies, the GSC may take into consideration both 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 of the GSC in the consideration of exceptions shall be the contribution of the graduate study to the instructional objectives of the District.

C. Tuition Reimbursement Guidelines

1. Initial Master's Program: The course rate limitation of fifteen (15) credits per school year shall apply, as well as the tuition reimbursement at a maximum of 100% of the East Stroudsburg rate.
2. Post Initial Master's Program: The course limitation of six (6) credits per school year shall apply. Tuition reimbursement shall be at a maximum of 100% of the East Stroudsburg rate.
3. Eligibility for Benefits:
 - 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 approvals shall be made directly to the Superintendent or Graduate Study Committee (GSC), the appropriate group outlined above for approval.
 - To be eligible for tuition reimbursement, courses must be pre-approved by the appropriate entity that is outlined in Section B.

- 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 of the District. Individual courses do not need the information pertaining to the program.
- The submission of course requests for a Post-Master’s tuition reimbursement 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.
- There shall be no reimbursement for any coursework under this Agreement for any Employee who has achieved the M60 column placement. (The Employees currently approved for a program that shall extend in credits beyond M60 as of the date of execution of this Agreement shall be grandfathered and be eligible for tuition reimbursement of their pre-approved program in accordance with this section.)

4. Process for Reimbursement and Payback (if appropriate):

- The rate of reimbursement shall be the lesser of all the costs related to tuition or 100% of the tuition rate per credit hour in effect at East Stroudsburg University.
- A grade of “B” or better in a course is required for tuition reimbursement.
- The District shall reimburse Employees for graduate work that has been approved in advance by the GSC.
- The Employee must, within sixty (60) days after successful completion of the course, submit to the Office of the Superintendent receipted bills, canceled checks, and/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 paperwork to show that the Employee has successfully completed the course work.
- 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(s) shall be liable to repay all tuition benefits received for that course(s) taken in the preceding twelve months.

D. Course and Provider Considerations

1. Course/Program Considerations

Programs leading towards a Master’s Degree, Doctorate Degree, or State Certification including Accreditation or Endorsement shall be considered for approval. The criteria for approval 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 Superintendent or GSC as outlined below.

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.

Individual courses not within a program, Degree, or certification shall 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 as outlined above at the discretion of the GSC.

Courses shall be at the graduate level.

It is understood that post-Master's graduate study between M and M60 shall not be repetitive of previous graduate study.

It is understood that graduate study encompassing the M60 column must have included at least one post-Master's degree, the absence of which will limit the teacher professional development to the M45 column.

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

Provider Considerations

The following list of providers has been acknowledged to meet 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 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.

- Pennsylvania System of Higher Education (non-Doctoral programs only)
- Pennsylvania State University
- DeSales University
- Moravian College
- Muhlenberg College
- Cedar Crest College
- Lehigh University
- Temple University
- Villanova University
- Rutgers University
- Wilkes University (Bachelor's to Master's only)

E. Salary Compensation

- It is understood and agreed that only the Initial Master's Degree shall result in salary compensation at the M column of the salary schedule. It is additionally understood that a

Master's Degree is required for advancement beyond the M column of the salary schedule.

- The District shall apply salary compensation to an Employee for all coursework approved for Tuition Reimbursement and a grade of "B" or better.
- Column movement shall only be granted at the rate of one column per school year. .
- The Employee must submit written notification to the Business Office 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 Business Office 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. 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 mentioned above are satisfied.

F. 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.

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:

2020-2023 \$40.00 per hour

B. Elementary Grade Level Chairpersons

2020-2023 \$2,000

C. Middle School Team Leaders

2020-2023 \$2,000

D. Senior High Department Chairpersons

2020-2023 \$2,000

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.

16. VISION CARE

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

A. Any and all co-curricular positions must be posted in all school district buildings with copies sent to the SVEA leadership.

B. Employees who are members of the bargaining unit will receive priority when applying for co-curricular positions, however, with respect to filling such vacancies final judgment rests with the Board. In the event a position is posted and no Bargaining Unit Member applies or is qualified to fill the position, the board may fill the position with a Non-Bargaining Unit Member. Compensation for a Non-Bargaining Unit Member will not exceed the compensation listed for a Bargaining Unit Member.

C. Any Employee or Employees, who coaches a team or an individual to the district level, or beyond the scheduled sessions of activities based on performance, will receive a bonus of five (5) percent of the posted amount.

D. Any Employee who coaches an individual or team beyond the district level, which would include but not be limited to, regional or state competition, shall receive an additional five (5) percent above the district level.

E. The parties agree that the co-curricular salary schedule for the 2018-2019 and 2019-2020 school years, unless modified by the Co-Curricular Compensation Labor/Management Committee, shall be as follows:

High School

	2018-2019	2019-2020
	0%	1%
Head Football Coach	\$8,501	\$8,586
Assistant Football	\$5,544	\$5,600
Assistant Football	\$5,544	\$5,600
Assistant Football	\$5,544	\$5,600
Assistant Football	\$4,432	\$4,476
Assistant Football	\$4,432	\$4,476
JH Head Football	\$3,548	\$3,584
JH Assistant Football	\$2,217	\$2,239
Equipment Manager	\$2,217	\$2,239
Head Basketball (Boys)	\$7,393	\$7,467
Assistant Basketball	\$5,174	\$5,226
Assistant Basketball	\$3,694	\$3,731
Assistant Basketball	\$2,956	\$2,985
Assistant JH Basketball	\$820	\$828
Head Basketball (Girls)	\$7,393	\$7,393
Assistant Basketball	\$5,174	\$5,226
Assistant Basketball	\$3,694	\$3,731
Assistant Basketball	\$2,956	\$2,986
Assistant JH Basketball	\$820	\$828
Head Baseball	\$5,544	\$5,600
Assistant Baseball	\$3,694	\$3,731
Assistant Baseball	\$2,956	\$2,985
Assistant JV Baseball	\$1,025	\$1,035
Head Softball	\$5,544	\$5,599
Assistant Softball	\$3,694	\$3,731
Assistant Softball	\$2,956	\$2,985
Assistant JH Softball	\$1,025	\$1,035
Head Field Hockey	\$5,174	\$5,226
Assistant Field Hockey	\$2,956	\$2,985
Assistant Field Hockey Specialty	\$738	\$745

	2018-2019 0%	2019-2020 1%
Head Lacrosse (Boys)	\$5,174	\$5,226
Assistant Lacrosse	\$3,139	3,171
Head Lacrosse (Girls)	\$5,174	\$5,226
Assistant Lacrosse	\$3,139	3,171
Head Soccer Coach (Boys)	\$5,174	\$5,226
Assistant Soccer Coach	\$3,325	\$3,358
Head Soccer Coach (Girls)	\$5,174	\$5,226
Assistant Soccer Coach	\$3,325	\$3,358
Head Wrestling	\$7,393	\$7,467
Assistant Wrestling	\$5,174	\$5,226
Assistant Wrestling	\$4,065	\$4,106
Assistant Wrestling	\$3,325	\$3,358
Tennis (Boys)	\$4,065	\$4,106
Assistant Tennis (Boys)	\$769	\$776
Tennis (Girls)	\$4,065	\$4,106
Assistant Tennis (Girls)	\$769	\$776
Head Golf	\$3,694	\$3,731
Assistant Golf	\$718	\$725
Head Cross Country	\$3,694	\$3,731
Assistant Cross Country	\$2,956	\$2,986
Head Track Coach	\$5,174	\$5,226
Assistant Track	\$3,694	\$3,731
Assistant Track	\$3,694	\$3,731
Assistant Track	\$3,694	\$3,731
Volleyball (Girls)	\$4,435	\$4,479

	2018-2019 0%	2019-2020 1%
Assistant Volleyball	\$2,956	\$2,985
Cheerleading (Fall)	\$2,956	\$2,985
Cheerleading (Winter)	\$2,956	\$2,985
JV Cheerleading (Winter)	\$1,970	\$1,989
JV Cheerleading (Fall)	\$1,970	\$1,989
Head Swimming Coach	\$5,174	\$5,226
Assistant Swimming coach	\$3,678	\$3,715
Student Council	\$3,694	\$3,731
Vocal Music	\$5,544	\$5,600
Newspaper	\$2,956	\$2,985
Yearbook	\$2,956	\$2,985
Debate	\$1,773	\$1,791
Pre-Band	\$1,481	\$1,496
Band	\$7,005	\$7,075
Front Ensemble Instructor	\$1,342	\$1,355
Colorguard Instructor	\$2,722	\$2,749
Percussion Instructor	\$3,075	\$3,106
Drill Instructor	\$2,050	\$2,071
Honor Society	\$739	\$746
AV Coordinator	\$2,217	\$2,239
Class Advisor 9th	\$739	\$746
Class Advisor 10th	\$739	\$746
Class Advisor 11th	\$1,922	\$1,941
Class Advisor 12th	\$1,922	\$1,941

	2018-2019 0%	2019-2020 1%
FBLA (Future Business Leaders of America)	\$584	\$590
Environmental Club	\$584	\$590
Model UN	\$584	\$590
Scholastic Scrimmage	\$859	\$868
Mock Trial	\$859	\$868
I-Team	\$584	\$590
Mini-Thon	\$584	\$590
Producer	\$6,000	\$6,060
Assistant Director	\$1,300	\$1,313
Vocal Director	\$1,300	\$1,313
Pit Orchestra Director	\$1,300	\$1,313
Choreographer	\$1,300	\$1,313
Production Staff	\$500	\$505
Musician – 1	\$400	\$404
Musician – 2	\$400	\$404
Musician – 3	\$400	\$404
Musician – 4	\$400	\$404

Middle School

	2018-2019 0%	2019-2020 1%
Field Hockey Coach	\$2,956	\$2,985
Assistant Field Hockey	\$2,597	\$2,623
Head Soccer Coach	\$2,956	\$2,985
Assistant Soccer	\$2,597	\$2,623
Cheerleading (Fall)	\$2,217	\$2,239

	2018-2019 0%	2019-2020 1%
Cheerleading (Winter)	\$2,217	\$2,239
Head Basketball (Boys)	\$2,961	\$2,991
Assistant Basketball (Boys)	\$2,597	\$2,623
Head Basketball (Girls)	\$2,961	\$2,991
Assistant Basketball (Girls)	\$2,597	\$2,623
Stage Band/Jazz Band	\$2,597	\$2,623
Reading Olympics	\$1,477	\$1,492
Student Council	\$2,217	\$2,239
Cambiata / Cameratta Chorus	\$1,751	\$1,769
Honor Society	\$739	\$746
Yearbook	\$1,477	\$1,492
AV Coordinator	\$3,930	\$3,969
Archery Director	\$859	\$868
Swimming Director - 1	\$859	\$868
Swimming Director - 2	\$859	\$868
Producer / Director	\$4,300	\$4,343
Choreographer	\$500	\$505
Vocal Director	\$500	\$505
Production Staff	\$500	\$505

Elementary School

	2018-2019	2019-2020
	0%	1%
Choral Director	\$2,217	\$2,239
Student Council	\$2,217	\$2,239
Panthers Players	\$1,751	\$1,769
Homework Club	\$5,258	\$5,311
Girls on the Run	\$526	\$531

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 not contained in this Agreement shall not 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. Grievance: A complaint by an Employee or a group of Employees, that there has been a violation of the provisions of the Agreement.
- B. Employee: All Members of the Teaching Unit as certified by the PLRB.
- C. Administration: A school principal, the Superintendent of Schools and his/her assistants, and the Board of Education.
- D. Calendar Day: 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 ten (10) calendar days of the alleged violation of the Agreement. A meeting must be held between the parties within three (3) 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 five (5) calendar days after receipt of grievance.

Step II – Superintendent of Schools

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 five (5) 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 three (3) 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 five (5) 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 three (3) 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 five (5) 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 fifteen (15) 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

HEALTHCARE PLAN DESIGNS - APPENDIX E

Benefits	Plan 1 - Changes to the plan as of 2021-22 school year		Plan 1 - Changes to the plan as of 2022-23 school year		Plan 2 - Available to employees as of 2021-22 and only plan option for new hires after July 1, 2021	
Medical:	PPO		PPO		PPO	
	In Network	Out of Network	In Network	Out of Network	In Network	Out of Network
Deductible: In network	\$500 / \$1000	\$0	\$500 / \$1000		\$750 / \$1500 / \$2250	
Out of Network	\$0	\$500 / \$1000		\$500 / \$1000		\$1500 / \$3000 / \$4500
PCP Copay:	\$20	20% after ded	\$20	20% after ded	\$25	20% after ded
Specialist Copay:	\$40	20% after ded	\$40	20% after ded	\$50	20% after ded
Urgent Care Copay:	\$50	20% after ded	\$50	20% after ded	\$75	20% after ded
ER Copay: Waived if admitted from ER.	\$100	20% after ded	\$100	20% after ded	\$150	20% after ded
Inpatient Hospital Stays	\$0	20% after ded	\$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	100% after ded	20% after ded
Hi Tech Imaging Copay (EX: MM, CT):	100% after ded	20% after ded	100% after ded	20% after ded	\$75 copay after ded	20% after ded
Outpatient Surgery Facility	\$0	20% after ded	\$0	20% after ded	\$50	20% after ded
PT - Unlimited; ST, OT - 10 visits	\$40	20% after ded	\$40	20% after ded	\$50	20% after ded
Chiropractic Copay - unlimited	\$40	20% after ded	\$40	20% after ded	\$50	20% after ded
Private Duty Nursing:	100% after ded	20% after ded	100% after ded	20% after ded	100% after ded	20% after ded
RX: (Copays)						
Retail: Tier 1:	\$10		\$10		\$20	No Benefits Available
Tier 2:	\$25		\$30		\$40	
Tier 3:	\$50		\$60	No Benefits Available	\$80	
Mail Order: Tier 1:	\$20	Not covered	\$20		\$40	
Tier 2:	\$60		\$60		\$80	
Tier 3:	\$120		\$120		\$160	

MEMORANDUM OF UNDERSTANDING – WORKERS’ COMPENSATION

PHYSICIANS LIST

St. Lukes Care Now
Urgent Care/Walk-In Clinic
153 Brodhead Road
Bethlehem, PA 18017
484-526-3218

Keystone Surgical Associates
Surgery: General
826 Delaware Ave
Bethlehem, PA 18015
610-776-5025

Lehigh Valley Center For Sight
Ophthalmology
1204 Delaware Ave
Bethlehem, PA 18018
610-865-5321

**Allentown Chiropractic Center
PC**
Physical Therapy
1850 E. Emmaus Ave
Allentown, PA 18103
610-791-1020

Gaskill, Megan M., MD
Family Practice
1401 Falmont St
Whitehall, PA 18052
610-432-1122

**St. Lukes Neurosurgical
Associates**
Surgery: Neurosurgery
701 Ostrum St Ste 302
Bethlehem, PA 18015
484-526-6000

Augello Chiropractic
Chiropratic
1578 Easton Ave
Bethlehem, PA 18017
610-866-4440

**St. Lukes Neurological
Associates**
Neurology
1417 Eighth Avenue
Bethlehem, PA 18015
484-526-5210
Scheduling: 800-225-9675

**Good Shepherd
Physician Group**
Physical Therapy
850 S. 5th St Fl 5
Allentown, PA 18103
610-776-3278

**Orthopaedic Associates of
Allentown**
Physical
250 Cetronia Road Ste 303
Allentown, PA 18104
610-973-6200

VSAS Orthopedics
Orthopedics
1250 S. Cedar Crest Blvd
Allentown, PA 18103
610-435-1003

HOSPITALS

**Lehigh Valley Hospital -
Muhlenberg**
Hospital: General Acute Care
2545 Schoenersville Road
Bethlehem, PA 18017
484-884-5051

MEMORANDUM OF UNDERSTANDING - A

The retirement incentive program of the previous contract (2005-2008) is eliminated for all Employees hired on or after the ratification date of this agreement (Agreement approved on December 16, 2009). The retirement incentive program is described below for Employees of the District hired prior to December 16, 2009 with 20 or more 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 equaling forty-five percent (45%) of the Employee's last full school year salary with the Saucon Valley School District.

The eligibility requirements for this benefit are:

- (a) The individual must be an Employee with the Saucon Valley School District on the date on which retirement is elected.
- (b) 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.
- (c) The Employee must notify the District of his/her intention to retire in writing by no later than November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.

The restrictions are:

- (a) The cash bonus will be reduced by five (5%) percent for each year employed beyond the first year of eligibility for unreduced retirement benefits as determined by PSERS.
- (b) The cash bonus will be eliminated if the Employee remains employed for more than five (5) years after the first year of eligibility for unreduced retirement benefits as determined by PSERS.
- (c) The District reserves the right to limit its total annual cash outlay for the bonus payments provided under this early retirement incentive plan to a maximum of \$10,000 per year per retiree.
- (d) In the event of death of the retiree, the balance of these incentives shall be paid to the Employee's estate as set forth in the provisions above.

In addition, 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. The eligibility requirements for this benefit are the same as described above. 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 and shall not be required to contribute toward the cost of medical insurance as set forth in Appendix B 1.A.

Employees shall be obligated to pay a co-payment of \$70 per month for health insurance coverage. This co-payment and any additional monthly amounts resulting from any premium increase and payments due for spousal insurance 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 for spousal insurance coverage 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.

In lieu of receiving contributions toward the purchase of health insurance, and in addition to any retirement bonus, an employee shall have the right to elect a retirement bonus (in addition to the service bonus equaling 45% of the Employee's last annual salary with the Saucon Valley School District as outlined above) equal to 50% of the current cost of the District's obligation to provide health care payments provided that such incentive election shall be made within thirty (30) days of retirement. Such incentive shall be included in the \$10,000 per year maximum payout rate. Payment for unused sick days in Appendix B 3 shall not be included within the maximum payout rate.

As indicated above, the District reserves the right to limit its total annual cash outlay per retiree to a maximum of \$10,000 per year per retiree. Accordingly, any entitlements under this alternative would be calculated in that \$10,000 per year per retiree total. Under this alternative, entitlements shall not include payment provided for in Appendix B.3 of the Bargaining Agreement. Said payment for unused sick leave shall be made in accordance with the Collective Bargaining Agreement.

These retirement bonus installments will be made to the retiree on July 1 of each year following retirement until the District's retirement obligation is discharged. In the event of death of the retiree, the balance of the incentives shall be paid to the Employee's estate as set forth in the provisions above.

Limitation:

The District is only obligated to provide this incentive to 10% of the Employees per year. If more than 10% of the Employees in any one year of the plan indicate an intention to take advantage of this bonus, those Employees who have first provided the District with a written, irrevocable letter of retirement will be entitled to the incentive outlined above. Those Employees who have submitted retirement letters that are received after this 10% limitation has been satisfied will be advised of such in writing by the District and will then have at least ten (10) work days from the date of said notification or until the Board takes official public action on the retirement request, whichever is later, to withdraw their written, irrevocable letters of retirement without prejudice. In no event will any Employee be afforded less than ten (10) work days to withdraw his/her letter of retirement under this section. If, however, no such withdrawal takes place, the District will assume that the Employee has waived any entitlement to this incentive and will proceed with securing Board acceptance of the Employee's retirement request. Those Employees who are in retirement status under the terms of this plan and who are still collecting incentive payments under the \$10,000 per year per retiree limitation set forth above, will not be considered in this 10% limitation.

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 November 1 of the year preceding the anticipated date of retirement, said date of retirement to be scheduled for not later than June 30.

The amount of the 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.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“MOA”) to amend the Collective Bargaining Agreement is entered into by and between the Saucon Valley Education Association (hereinafter referred to as the “Association”) and the Saucon Valley School District (hereinafter referred to as the “District”)

WHEREAS, this MOA sets forth the terms and conditions for changes to the co-curricular provisions and schedules; and

WHEREAS, the Association is the exclusive representative of a bargaining unit of the professional employees of the District; and

WHEREAS, Association and District are parties to a Collective Bargaining Agreement effective July 1, 2012 through June 30, 2018; and

WHEREAS, Association and District have reached an agreement regarding the co-curricular provisions and schedules; and

WHEREAS, Association and the District agree as follows:

1. The parties agree to modify the language of Appendix B, Paragraph 19, Subparagraph A. to read as follows:

A. Any and all co-curricular positions must be posted in all school district buildings with copies sent to the SVEA leadership. *Stipends may be divided upon mutual consent of the parties wherein the total amount of the split stipends does not exceed the original stipend amount for specific activity for that school year, and that dividing a given stipend does not in any way present legal issues to the District regarding compliance with Title IX.*

2. The parties agree to modify the following co-curricular schedules in Appendix B, Paragraph 19, Subparagraph F. to read as follows:

	2008-2015	2015-2016	2016-2017	2017-2018
		2.5% increase	2.5% increase	2.5% increase
			increase	
<u>HIGH SCHOOL</u>				
JH Head Football Coach	\$3,295	\$3,377	\$3,462	\$3,548
Junior High Assistant Football	\$2,059	\$2,110	\$2,163	\$2,217
Assistant JH Basketball (Boys)	---	---	\$800	\$820
	2008-2015	2015-2016	2016-2017	2017-2018
		2.5% increase	2.5% increase	2.5% increase
			increase	

Assistant JH Basketball (Girls)	---	---	\$800	\$820
Assistant JV Baseball	---	---	\$1,000	\$1,025
Assistant Junior High Softball	---	---	\$1,000	\$1,025
Assistant Tennis (Boys)	---	---	\$750	\$769
Assistant Tennis (Girls)	---	---	\$750	\$769
Assistant Golf	---	---	\$700	\$718
Colorguard Instructor	\$2,528	\$2,591	\$2,656	\$2,722
Front Ensemble Instructor	\$1,246	\$1,277	\$1,309	\$1,342
Percussion Instructor	---	---	\$3,000	\$3,075
Drill Instructor	---	---	\$2,000	\$2,050
FBLA (Future Business Leaders of America)	\$542	\$556	\$569	\$584
Environmental Club	\$542	\$556	\$569	\$584
I-Team	\$542	\$556	\$569	\$584
Mini-Thon	\$542	\$556	\$569	\$584
<u>MIDDLE SCHOOL</u>				
Reading Olympics	\$1,372	\$1,406	\$1,441	\$1,477
Bell choir MS/HS	\$1,029	\$1,055	\$1,081	\$1,108
Cambiata/Cameratta Chorus	\$1,626	\$1,667	\$1,708	\$1,751
	2008-2015	2015-2016 2.5% increase	2016-2017 2.5% increase	2017-2018 2.5% increase
Archery Director	\$798	\$818	\$838	\$859
Swimming Director – 1	\$798	\$818	\$838	\$859
Swimming Director – 2	\$798	\$818	\$838	\$859
<u>ELEMENTARY SCHOOL</u>				
Homework Club	---	\$5,005	\$5,1340	\$5,258

Girls on the Run	---	\$500	\$513	\$526
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High School Musical

	2008 - 2015	2015 - 2016	2016 - 2017	2016 - 2017
Producer/Director	---	---	\$6,000	\$6,000
Assistant Director	---	---	\$1,300	\$1,300
Vocal Director	---	---	\$1,300	\$1,300
Pit Orchestra Director	---	---	\$1,300	\$1,300
Choreographer	---	---	\$1,300	\$1,300
Production Staff	---	---	\$500	\$500
Musician – 1	---	---	\$400	\$400
Musician – 2	---	---	\$400	\$400
Musician – 3	---	---	\$400	\$400
Musician – 4	---	---	\$400	\$400

Middle School Musical

	2008 - 2015	2015 - 2016	2016 - 2017	2016 - 2017
Producer/Director	---	---	\$4,300	\$4,300
Choreographer	---	---	\$500	\$500
Vocal Director	---	---	\$500	\$500
Production Staff	---	---	\$500	\$500

3. The parties agree to add the following language to the end of the co-curricular schedules relating to not filling recently created co-curricular positions:

The Board shall have the exclusive ability to not fill co-curricular positions with stipends added as of the 2016-2017 school year, when it is determined by the Board enrollment in those specific activities does not warrant the filling of a given position.

4. The effective date of this Memorandum of Agreement shall be the date the last party signs this Memorandum of Agreement. .

5. The parties agree that the changes listed in this Memorandum of Agreement shall be made a part of the Collective Bargaining Agreement and acknowledge that this Memorandum of Agreement shall be read together with the Collective Bargaining Agreement.

6. The agreement herein does not otherwise modify or change any other provision within the Collective Bargaining Agreement and the parties recognize and agreement the modification to the Collective Bargaining Agreement is limited to the issue noted herein.

/s/ Vivian Demko
Vivian Demko, Association President
For Saucon Valley Education Association

/s/ Monica McHale-Small
Monica McHale-Small, Superintendent
for Saucon Valley School District

8-15-16
Date

8-15-16
Date

MEMORANDUM OF UNDERSTANDING

BETWEEN THE SAUCON VALLEY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS AND

THE SAUCON VALLEY EDUCATION ASSOCIATION

THIS AGREEMENT is entered into between the Saucon Valley School District Board of School Directors (“District”), and the Saucon Valley Education Association (“Association”);

WHEREAS, the District and the Association are parties to a collective bargaining agreement in effect through June 30, 2020;

WHEREAS, the Association is the exclusive representative for a unit of professional employees;

WHEREAS, the parties engaged in “Early Bird” Contract negotiations beginning in October of 2019 in the hopes of entering into a new Collective Bargaining Agreement beginning on July 1, 2020;

WHEREAS, the parties entered into a Tentative Agreement subject to formal approval of the Association and the Board of School Directors;

WHEREAS, to the extent the parties vote and approve the changes to the Collective Bargaining Agreement consistent with the terms of the Tentative Agreement the parties agree to enter into this Understanding to address issues relating to Article VIII, School Year, and the implementation of eight additional flex hours for District directed activities and Co-Curricular issues;

NOW THEREFORE, the Parties hereby agree to the following:

1. The parties agree to establish a Labor-Management Committee of three (3) representatives of the Association and three (3) representatives of the Board of School Directors and/or the Administration to address issues surrounding the current language addressing eight additional flex hours for District related activities. Committee representatives shall bring back a recommendation to their respective parties for a formal vote no later than February 1, 2020. To the extent the committee cannot bring back a recommendation or one or both parties formally vote down the recommendation, the status quo language in the 2018-2020 Collective Bargaining Agreement shall remain in place.

2. The parties agree to establish a Labor-Management Committee of three (3) representatives of the Association and three (3) representatives of the Board of School Directors and/or the Administration to address issues surrounding co-curricular positions within the Collective Bargaining Agreement. Committee representatives agree to bring back a recommendation to their respective parties for a formal vote no later than May 1, 2020. To the extent the committee cannot bring back a recommendation or one or both parties formally vote down the recommendation, the status quo language in the 2018-2020 Collective Bargaining Agreement shall remain in place

3. Nothing herein shall otherwise change, modify, alter or nullify the Current Collective Bargaining Agreement that does not end until June 30, 2020 or the specific terms of the successor agreement that shall be voted on concurrently with this Memorandum of Understanding

SAUCON VALLEY EDUCATION
ASSOCIATION

SAUCON VALLEY SCHOOL DISTRICT

DATE: _____

DATE: _____

MEMORANDUM OF UNDERSTANDING

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SAUCON VALLEY EDUCATION
ASSOCIATION

SAUCON VALLEY SCHOOL DISTRICT

DATE: _____

DATE: _____