

**COLLECTIVE BARGAINING  
AGREEMENT**

**Between**

**PLEASANT VALLEY SCHOOL DISTRICT**

**And**

**PLEASANT VALLEY EDUCATION ASSOCIATION**



**Effective July 1, 2025- June 30, 2029**

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

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

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**COLLECTIVE BARGAINING AGREEMENT**

**AGREEMENT** made this 28th day of August, 2025 , by and between PLEASANT VALLEY SCHOOL DISTRICT, a Pennsylvania school district with its offices at Brodheads ville, Monroe County, Pennsylvania, hereinafter called the “PVSD”; and PLEASANT VALLEY EDUCATION ASSOCIATION, an employee organization within the aforementioned school district, hereinafter called the “PVEA”;

**WITNESS THAT:**

**WHEREAS**, by certificate of the Pennsylvania Labor Relations Board, dated the 16<sup>th</sup> day of December, 1970, pursuant to a joint request for certification under Article V1, Section 602(a) of the Public Employee Relations Act, being Act 195 of 1970, the said Pennsylvania Labor Relations Board did certify the PVEA, PSEA and NBA as the exclusive representative of the employees of the employer for purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment, of a unit described as follows:

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

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

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

- 1) This agreement sets forth all the terms and conditions to which each party agrees to be bound provided, however, that any items, including prior Collective Bargaining Agreements between the same parties, which are not expressly modified, terminated, or omitted by the terms or conditions of this Agreement, are herein incorporated by references as though therein fully set forth.
- 2) The term of this Agreement shall be from July 1, 2025 to June 30, 2029; provided, however, that each party hereto expressly reserves the right at its option to reopen and renegotiate the terms of this Agreement, not earlier than the month of January 2028 for the 2029-2030 school year.
- 3) Both parties agree faithfully to abide by the provisions of Act 88 of 1992 and Act 195 of 1970, the Public Employee Relations Act. The Employer pledges, as a condition of the various provisions of this Agreement to which the Employer has agreed, that it will not conduct, or cause to be conducted, a lockout during the term of this Agreement, and, the Bargaining Agent pledges that, as a condition of the various provisions of this Agreement to which the Bargaining Agent has agreed, members of the Bargaining Unit will not

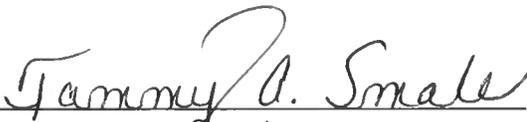
engage in a strike, as that term is defined in the aforementioned Act 195, during the term of this Agreement.

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

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

ATTEST:

**PLEASANT VALLEY SCHOOL DISTRICT  
BOARD OF EDUCATION**

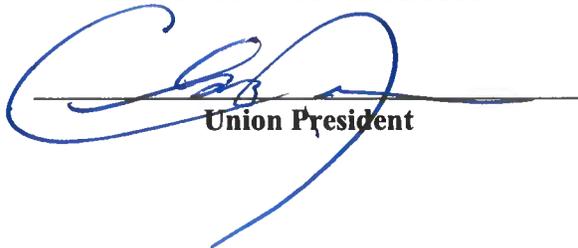
  
Secretary

  
Board President

ATTEST:

**PLEASANT VALLEY  
EDUCATION ASSOCIATION**

  
Secretary

  
Union President

**SALARY SCHEDULES**

Pleasant Valley School District  
Salary Schedule  
2025-2026 (1st Year)

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	60642	62142	63642	65642	67642	69642	71642	73642	75642	77642	79642	83342	86842
2	61042	62542	64042	66042	68042	70042	72042	74042	76042	78042	80042	83742	87242
3	61542	63042	64542	66542	68542	70542	72542	74542	76542	78542	80542	84242	87742
4	62042	63542	65042	67042	69042	71042	73042	75042	77042	79042	81042	84742	88242
5	62942	64442	65942	67942	69942	71942	73942	75942	77942	79942	81942	85642	89142
6	63842	65342	66842	68842	70842	72842	74842	76842	78842	80842	82842	86542	90042
7	64742	66242	67742	69742	71742	73742	75742	77742	79742	81742	83742	87442	90942
8	65642	67142	68642	70642	72642	74642	76642	78642	80642	82642	84642	88342	91842
9	66542	68042	69542	71542	73542	75542	77542	79542	81542	83542	85542	89242	92742
10	67542	69042	70542	72542	74542	76542	78542	80542	82542	84542	86542	90242	93742
11	68542	70042	71542	73542	75542	77542	79542	81542	83542	85542	87542	91242	94742
12	70042	71542	73042	75042	77042	79042	81042	83042	85042	87042	89042	92742	96242
13	73042	74542	76042	78042	80042	82042	84042	86042	88042	90042	92042	95742	99242
14	78042	79542	81042	83042	85042	87042	89042	91042	93042	95042	97042	100742	104242

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

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

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

**Pleasant Valley School District  
Salary Schedule  
2026-2027 (2nd Year)**

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	65867	67367	68867	70867	72867	74867	76867	78867	80867	82867	84867	88567	92067
2	66267	67767	69267	71267	73267	75267	77267	79267	81267	83267	85267	88967	92467
3	66767	68267	69767	71767	73767	75767	77767	79767	81767	83767	85767	89467	92967
4	67267	68767	70267	72267	74267	76267	78267	80267	82267	84267	86267	89967	93467
5	68167	69667	71167	73167	75167	77167	79167	81167	83167	85167	87167	90867	94367
6	69067	70567	72067	74067	76067	78067	80067	82067	84067	86067	88067	91767	95267
7	69967	71467	72967	74967	76967	78967	80967	82967	84967	86967	88967	92667	96167
8	70867	72367	73867	75867	77867	79867	81867	83867	85867	87867	89867	93567	97067
9	71767	73267	74767	76767	78767	80767	82767	84767	86767	88767	90767	94467	97967
10	72767	74267	75767	77767	79767	81767	83767	85767	87767	89767	91767	95467	98967
11	73767	75267	76767	78767	80767	82767	84767	86767	88767	90767	92767	96467	99967
12	74767	76267	77767	79767	81767	83767	85767	87767	89767	91767	93767	97467	100967
13	77767	79267	80767	82767	84767	86767	88767	90767	92767	94767	96767	100467	103967
14	80767	82267	83767	85767	87767	89767	91767	93767	95767	97767	99767	103467	106967

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

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

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

**Pleasant Valley School District  
Salary Schedule  
2027-2028 (3rd Year)**

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	72281	73781	75281	77281	79281	81281	83281	85281	87281	89281	91281	94781	98281
2	72681	74181	75681	77681	79681	81681	83681	85681	87681	89681	91681	95181	98681
3	73181	74681	76181	78181	80181	82181	84181	86181	88181	90181	92181	95681	99181
4	73681	75181	76681	78681	80681	82681	84681	86681	88681	90681	92681	96181	99681
5	74531	76031	77531	79531	81531	83531	85531	87531	89531	91531	93531	97031	100531
6	75381	76881	78381	80381	82381	84381	86381	88381	90381	92381	94381	97881	101381
7	76231	77731	79231	81231	83231	85231	87231	89231	91231	93231	95231	98731	102231
8	77081	78581	80081	82081	84081	86081	88081	90081	92081	94081	96081	99581	103081
9	77931	79431	80931	82931	84931	86931	88931	90931	92931	94931	96931	100431	103931
10	78781	80281	81781	83781	85781	87781	89781	91781	93781	95781	97781	101281	104781
11	79631	81131	82631	84631	86631	88631	90631	92631	94631	96631	98631	102131	105631
12	80481	81981	83481	85481	87481	89481	91481	93481	95481	97481	99481	102981	106481
13	82081	83581	85081	87081	89081	91081	93081	95081	97081	99081	101081	104581	108081
14	83831	85331	86831	88831	90831	92831	94831	96831	98831	100831	102831	106331	109831

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

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

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

**Pleasant Valley School District  
Salary Schedule**

**2028-2029 (4th Year)**

STEP	B	B/36 ME	M	M/6	M/12	M/18	M/24	M/30	M/36	M/42	M/48	M/54	PHD
1	77275	78775	80275	82275	84275	86275	88275	90275	92275	94275	96275	99775	103275
2	77675	79175	80675	82675	84675	86675	88675	90675	92675	94675	96675	100175	103675
3	78175	79675	81175	83175	85175	87175	89175	91175	93175	95175	97175	100675	104175
4	78675	80175	81675	83675	85675	87675	89675	91675	93675	95675	97675	101175	104675
5	79475	80975	82475	84475	86475	88475	90475	92475	94475	96475	98475	101975	105475
6	80275	81775	83275	85275	87275	89275	91275	93275	95275	97275	99275	102775	106275
7	81075	82575	84075	86075	88075	90075	92075	94075	96075	98075	100075	103575	107075
8	81875	83375	84875	86875	88875	90875	92875	94875	96875	98875	100875	104375	107875
9	82675	84175	85675	87675	89675	91675	93675	95675	97675	99675	101675	105175	108675
10	83475	84975	86475	88475	90475	92475	94475	96475	98475	100475	102475	105975	109475
11	84275	85775	87275	89275	91275	93275	95275	97275	99275	101275	103275	106775	110275
12	85075	86575	88075	90075	92075	94075	96075	98075	100075	102075	104075	107575	111075
13	86075	87575	89075	91075	93075	95075	97075	99075	101075	103075	105075	108575	112075
14	87575	89075	90575	92575	94575	96575	98575	100575	102575	104575	106575	110075	113575

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

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

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

1) **ADDITIONAL COMPENSATION**

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

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

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

2) **NATIONAL BOARD CERTIFICATION**

An annual stipend of \$1,000.00 will be paid to Bargaining Unit Members who have obtained and maintain a national board certification through the National Board for Professional Teaching Standards, the National Board for Certification of School Nurses or the American Nurses Credentialing Center, the American Speech - Language - Hearing Association, the National Association of School Psychologist, or the National Association of Social Workers within the Pleasant Valley School District.

## APPENDIX B

### 1) SEVERANCE/TERMINATION

Effective upon ratification of this Agreement, the Board of Education (Board) will pay to each employee retiring and receiving a pension from the Public School Employees Retirement System two hundred dollars (\$200.00) per day for earned sick days whether earned at PVSD or another District. The retiree must submit a binding resignation due to retirement in writing no later than January 10<sup>th</sup> of the current school year he/she intends to retire. Each employee that submits a retirement letter after January 10<sup>th</sup> shall receive one hundred fifteen dollars (\$115.00) per day for earned sick days whether earned at PVSD or another District. Payment for earned, unused sick days will be made by the district into an enhanced TSA account in the employee's name. The employee shall provide the district within one (1) year following his/her retirement date his/her enhanced TSA account information. Failure to provide PVSD with the appropriate account information and to complete the required forms within this designated timeline, will result in forfeiture of the funds by the employee. The District shall make payment into the retiree's TSA account within ninety (90) calendar days of the latter of the date of his/her retirement or the creation of his/her TSA account.

### 2) RETIREMENT INCENTIVE

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

### 3) INSURANCE BENEFITS FOR RETIRED EMPLOYEES

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

Employee Retirement System (PSERS). Should PSERS discontinue premium assistance, retirees will be required to pay the employee contribution rate as it existed when they retired for the period of time in which they choose to remain on PVSD -provided coverage.

4) **CREDIT AND TUITION REIMBURSEMENT**

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

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

The District will provide tuition reimbursement with an annual tuition cap of \$125,000 for the 2025-2026 school year, \$135,000 for the 2026-2027 school year, \$145,000 for the 2027-2028 school year and \$155,000 for the 2028-2029 school year. In addition, the District will provide an additional \$25,000 annually to employees looking to achieve Instructional II Certification only. The tuition reimbursement caps herein will be on a first come/first served basis. The balance of any unused tuition reimbursement funds will be carried over and added to the next school year's cap.

The District will provide tuition reimbursement for approved educational sabbaticals independent of the availability of funds in the tuition reimbursement cap.

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

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

Coursework completed by October 1<sup>st</sup> of a given year shall be credited for column movement effective for the second pay period of October of the professional work year.

In order for an employee to qualify for column movement effective with the second pay in October of the professional year, all required paperwork must be submitted to the District by October 1<sup>st</sup>. Failure to provide the necessary paperwork will result in column movement not occurring until, at the earliest the second pay in February of the professional work year.

Deadline for submission of appropriate documents is October 1.

Coursework completed by February 1<sup>st</sup> of a given year shall be credited for column movement effective for the second pay period of February of the professional work year.

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

Deadline for submission of appropriate documents is February 1.

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

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

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

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

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

5) **PAYDAY**

The Board will pay salaries every other Friday. The 2025-2026 school year shall have 27 bi-weekly pays. All other years covered in this contract will have 26 bi-weekly pays.

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

**A. HEALTH INSURANCE**

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

The In-Network Deductible will be as follows:

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

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

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

The Employee contribution will be as follows:

	<b>Effective 9/1/2025, Per Pay Premium Contribution 24 Pays for 2025- 2026 (status quo)</b>	<b>Effective 9/1/2026 Per Pay Premium Contribution 24 Pays for 2026-2027</b>	<b>Effective 9/1/2027 Per Pay Premium Contribution 24 pays for 2027- 2028 and 24 pays for 2028- 2029</b>
Single	\$25.00	\$30.00	\$35.00
Employee/Spouse	\$40.00	\$45.00	\$50.00
Parent/Child	\$35.00	\$40.00	\$45.00
Parent/Children	\$45.00	\$50.00	\$55.00
Family	\$50.00	\$55.00	\$60.00

**B. FSA 125 ACCOUNTS:**

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

**C. SPOUSAL ELIGIBILITY RATE:**

Beginning in September 2025, a spouse of a covered employee who has coverage from another employer has the option to be covered under the PVSD plan at a cost of sixty dollars (\$60.00) per month for the 2025-2026 school year.

Beginning in September 2026, a spouse of a covered employee who has coverage from another employer has the option to be covered under the PVSD plan at a cost of ninety dollars (\$90.00) per month for the 2026-2027 and 2027-2028 school year.

Beginning in September 2028, a spouse of a covered employee who has coverage from another employer has the option to be covered under the PVSD plan at a cost of one hundred twenty dollars (\$120.00) per month for the 2028-2029 school year.

**D. DOCTOR VISITS:**

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

Office Visit - Primary	Twenty dollars (\$20.00) per visit
Office Visit - Specialist	Forty dollars (\$40.00) per visit
Urgent Care	Seventy-Five dollars (\$75.00) per visit
Emergency Room	One Hundred Twenty-Five dollars (\$125.00) per visit - waived if admitted

**E. PRESCRIPTIONS:**

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

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

Step Therapy and Quantity Limits will apply.

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

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

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

employee. Such loss of coverage will permit the immediate re-enrollment for coverage under the PVSD policy.

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

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

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

**F. DENTAL INSURANCE**

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

Dental Service	Paid By Patient Using Participating Providers
Diagnostic	0%
Preventative	0%
Basic Restorative	0%
Oral Surgery	0%
Endodontics	0%
Periodontics	0%
Denture Repair	0%
Major Restorative	0%
Prosthodontics	0%
(The above services are subject to a \$2,000 maximum per person per contract year)	
Orthodontics-(\$1,200 maximum)	20%

Eligible dependent children are covered to age nineteen (19), unless they are students in a bona fide institution of higher education, in which case, eligibility is extended to age twenty-three (23). Dependent children with an intellectual disability as per federal law

are eligible for dental care under the program regardless of age, as are physically incapacitated children who are incapable of self-support.

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

**G. HHDI GENERAL**

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

**H. VISION CARE**

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

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

7) **LIFE INSURANCE**

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

8) **PAYROLL DEDUCTIONS**

A. **ASSOCIATION DUES:** The Board will provide payroll deductions for PVEA, PSEA/NEA dues. These collected dues shall be transmitted monthly to the designated officer of PVEA.

B. **FINANCIAL INSTITUTION DEDUCTIONS:** Each member of the bargaining unit, upon his/her written authorization, shall be provided the opportunity of payroll deductions for payment to the employee's financial institution. The number of individual accounts shall be limited to three (3) per member of the bargaining unit.

C. **TAX DEFERRED ANNUITY PLAN:** The Board will continue to afford employees the opportunity to have Tax Deferred Annuity deductions from their

pay. The number of underwriters shall be limited to four (4). PVEA shall specify which four.

9) **PER DIEM SALARY**

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

10) **LEAVES**

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

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

It is understood that the use of personal days will not exceed ten percent (10%) of the faculty within each building. Each building will limit the use of personal days to five percent (5%) of the professional staff for the first fifteen (15) work days and last fifteen (15) work days of the school year in addition to the day before and day after fall recess, winter recess and spring recess. The use of personal leave days consecutively shall not exceed five (5) days. A bargaining unit member may not use a sick day prior to or after using five (5) consecutive personal leave. If a sick day(s) is used before, between, or after personal days, a doctor's note will need to be provided for those sick days.

Personal days may be accumulated from year-to-year to a maximum of ten (10) days. This accumulation will take effect automatically at the conclusion of the school year for unused personal days up to two (2) days. Professional staff that do not want their personal days to accumulate must notify the business manager, in writing, prior to May 15<sup>th</sup> of the previous year.

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

C. **SICK LEAVE:** Each employee is afforded ten (10) days of sick leave annually. The unused days shall accumulate without limit. The PVSD agrees to the formulation of a sick leave bank, which will be established by the contribution of

employees' sick days. Guidelines for the establishment of this bank have been established by joint input from PVEA, Board, and administration.

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

- D. **INJURY LEAVE:** Workers' Compensation Insurance, as required by law, will be in force during the term of this agreement. Employees suffering injuries during the course of their employment shall immediately (within twenty-four (24) hours or as soon as possible), report such injury to the building principal.

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

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

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

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

- E. **BEREAVEMENT LEAVE:**

**Death of a Spouse, Parent, Child**

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

**Death of Immediate Family**

Each employee shall be allowed up to three (3) days leave of absence for the death of any of the following family members: Brother, sister, parent-in-law, son-in-law, daughter-in-law, grandchild, grandparent, step-grandparent, or near

relative who resides in the same household, or any person with whom the employee has made his/her home.

Death of Near Relative

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

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

F. **SABBATICAL LEAVE**: Employees in the bargaining unit shall be granted paid leave in accordance with sabbatical leave provisions set forth in Sections 1166, 1167, 1168, 1169 and 1170 of the Public School Code of 1949, as amended, upon recommendation of the Board. [See appropriate Board of Education policies]

G. **CHILD BEARING/CHILD REARING LEAVE**: The employer shall grant a child rearing leave of absence to any member of the bargaining unit at the termination of her temporary disability or sick leave due to pregnancy and childbirth of the member's child, or at the time of adoption of a pre-kindergarten child. Child rearing leave shall also be available to male members upon the birth of his child or at the time of adoption of a pre-kindergarten child. This leave will be granted for a maximum of up to one (1) year. Requests for child rearing leave shall be submitted approximately sixty (60) days prior to the date of delivery or adoption, whenever possible, and requests shall specify the anticipated date of return to teaching. Furthermore, the member shall notify the Superintendent, in writing, of the intention to return at least sixty (60) days prior to the return date. The return date shall correspond with the beginning of a marking period, as defined in the school calendar. The PVSD shall offer the teaching position held prior to going on leave or a substantially equivalent position.

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

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

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

11) **TEACHER WORK YEAR**

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

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

The District will schedule the Monday and Tuesday of the week of Thanksgiving as Act 80 days for the purpose of scheduled parent-teacher conferences. Employees may choose to work 8:00 am - 3:30 pm or 12:00 pm - 7:30 pm on each of those days. An employee's lunch during these days shall be sixty (60) minutes and the Administration will identify when lunch will be taken by the teachers.

Commencing with the 2025-2026 academic year, the District will include an Act 80 day within the school calendar moving forward, specifically designated for the completion of the Pennsylvania mandatory online professional development training. This day will be scheduled annually on the Tuesday immediately following Thanksgiving and will consist of no more than 6.5 hours of professional development with an hour lunch. Professional staff will be required to submit certificates of completion for all training modules by Friday of that week. Failure to complete training by that Friday as noted above will result in a non-compliant employee being placed on an unpaid leave until completion. Online training materials will be made available to staff through the designated platform by July 1st of each academic year. This shall be a virtual day for professional staff.

PVSD and the Association shall meet to review utilization of Flexible Instruction Days. The Association acknowledges that Flexible Instruction Days may be considered for snow days as permitted by law. In the event that the District declares a day of school as a Flexible Instruction Day, the district shall adhere to a schedule upon which PVSD and the Association have agreed.

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

Spring Parent/Teacher Conferences will be eliminated.

Professional Staff shall work a half day (with full day's pay) on the last instructional day prior to the start of Thanksgiving Break, Winter Recess and Spring Break.

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

12) **SCHEDULE NOTIFICATION**

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

13) **TEACHER DAY**

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

Each employee will be granted a minimum of thirty-five (35) consecutive minutes of self-directed prep time daily within the confines of the teacher work day. However, there may be no self-directed prep time provided on in-service, training, staff development, or field trip days. In the event of an emergency or abbreviated days, self-directed prep time and lunch may be adjusted or modified.

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

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

compensatory hours shall be eliminated by payment at the end of each year. The same payment method shall apply to any employee resigning who has unused compensatory hours accumulated.

14) **IEP PREPARATION**

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

15) **MONTHLY MEETINGS**

- A. Teachers shall be required to remain after the end of the regular work day without additional compensation for the purpose of attending faculty and/or department meetings. Such meetings shall be limited to a maximum of one (1) per month, shall begin promptly, shall have a specific prepared written agenda, shall not be in session in excess of thirty (30) minutes for a Faculty Meeting, and, except in the case of emergency meetings and/or meetings rescheduled from the previous month, will be pre-scheduled. Likewise, meetings shall not be scheduled for Fridays, days preceding school holidays, or during the periods when school is normally closed. However, in the case of school closure or early dismissal, which impacts the ability to hold such meeting, a make-up meeting will be conducted, if necessary, on the same day of the next work week, including instances whereby such a date would fall within the next month.
- B. Faculty Meetings shall be defined as a meeting between building and/or district administration and the entire faculty of a building, be led by building and/or district administrators, and have a specific agenda prepared by building and/or district administration. The agenda shall be provided to members electronically a minimum of twenty-four (24) hours prior to the start of the meeting. Attendance at meetings in which an agenda is not provided a minimum of twenty-four (24) hours prior to the start of the meeting shall not be mandatory.
- C. The District shall reserve the right to hold up to one (1) meeting per week for the purposes of grade level, department, curriculum, or team collaboration prior to the arrival of students. Such meetings may count for Act 48 hours so long as they meet the Department of Education criteria.
1. With the exception of one (1) meeting per week as outlined above, a minimum of thirty (30) consecutive minutes in the elementary buildings and twenty (20) consecutive minutes in the secondary buildings prior to the arrival of the students shall be preserved as self-directed prep time for bargaining unit members.
  2. Notwithstanding the requirements herein, bargaining unit members are required to attend IEP meetings, Section 504 meetings, GIEP

meetings, and SAP meetings involving a specific child on their caseload or meetings regarding the member's own performance, without additional financial remuneration.

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

16) **TRAINING AND WORKSHOP PAY**

- A. The District in its sole discretion may decide from time to time to host, conduct, or offer workshops, professional development, and/or training extending beyond the contractual teacher day and/or teacher year. In the event the District decides to hold or participate in such an event, this section shall apply.
- B. The District shall determine the length of such a workshop, professional development or training session, not to exceed 7 hours, 30 minutes and to include one 60-minute duty-free dining period.
- C. Participation in such workshops, professional development, or training outside the contractual teacher day and/or teacher year by Bargaining Unit members shall be voluntary.
- D. Each workshop shall be paid \$55.00 per hour for up to four (4) hours for the hours the District requires the employee to participate in, inclusive of preparation hours, delivery, and follow up. The Employee shall be paid for the pre-established number of hours as posted in the materials published before the scheduled workshop, professional development, or training.
- E. In the event a training or professional development requires travel, the employee shall be paid the rate herein for the time of the training and not the travel. The District will reimburse reasonable travel expenses surrounding such a trip.

17) **VACANCIES/TRANSFERS**

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

Voluntary Transfers requests by a Bargaining Unit Member for a transfer to a different class, building, or position should be made in writing to the Director of Human Resources via email no later than March 1. The letter shall set forth the grade, school, and/or position sought.

When an initial vacancy occurs, the following order for voluntary transfers will followed:

1. An initial vacancy occurs when a new position is created or an individual resigns/retires/leaves the district and that position is not dissolved through attrition. A secondary vacancy shall be created when an internal candidate transfers into an initial vacancy.
2. Initial postings shall be posted internally for five (5) days before being posted externally if no internal candidates apply.
3. If multiple internal candidates apply, the most senior properly certified candidate currently teaching in the department shall be transferred into the position.
4. If no candidate from the department is among the candidates, the most senior, properly certificated candidate in the district shall be transferred into the position.
5. The superintendent shall have the right to deny a request for voluntary transfer when an employee is on an improvement plan or with just cause as long as such decision to deny the request is not made in an arbitrary or capricious manner.
6. Secondary vacancies shall be posted internally for five (5) days before being posted externally.
7. Secondary vacancies shall be treated the same as initial vacancies.
8. If the first secondary vacancy is filled with an internal candidate, the district shall have no further obligation to post internally prior to posting externally or involuntarily transferring an employee as described below.
9. The Superintendent shall determine when the change of assignment will be effective if the voluntary transfer occurs after the start of the school year.

#### Involuntary Transfers

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

1. Prior to any involuntary transfer, the district shall seek candidates for voluntary transfer as described above.
2. If there are no voluntary transfers, the district may involuntarily transfer the least senior employee, based on the district-wide seniority list, from the affected department to the position.

3. If no such employee exists, the district then may involuntarily transfer the least senior, based on district-wide seniority, properly certificated employee into the position.
4. Employees who are involuntarily transferred hold the right of first refusal to transfer back into the department/building from which they were moved, should a position in that department/building become available. The employee may remain in their current assignment for the remainder of the school year. The transfer back will be implemented at the end of the current school year.
5. Notice of involuntary transfer shall be given to the affected employee by June 1, except in cases of unforeseen resignations.
6. An involuntary transfer shall only be made after a meeting between the affected employee, the Building Administrator, and the employee's supervisor, at which time the employee shall be notified of the reason therefore. If the affected employee is unavailable at the announcement of transfer, he/she will be notified via phone conference with the Superintendent and the employee's supervisor. The PVEA President and appropriate division Vice President shall be in attendance for any and all involuntary transfer meetings.
7. The superintendent shall have the right to make involuntary transfers based on substantiating educational or operational reasons as long as such decision to transfer is not made in an arbitrary or capricious manner.

18) **EMPLOYEE EVALUATIONS**

- A. **EVALUATION BY AUTHORIZED PERSONNEL:** Professional and temporary professional employees shall be evaluated and rated only by persons authorized to do so by the School Code of 1949, as amended.
- B. **OBSERVATIONS:**
  2. The District and PVEA will establish and maintain an Observations Committee consisting of administrators and professional staff members that will work collaboratively to determine informal observation options for professional employees.
  3. Beginning in 2028-2029 School Year, professional employees with a minimum of six professional years of experience that are rated as proficient or distinguished may elect to have an (1) annual comprehensive observation as defined by PSE, or (2) participate in differentiated supervision consistent with PDE guidelines. Number 2 herein is limited to a total of not more than 10% participation in a given building.

4. No bargaining unit members shall have a formal, comprehensive classroom observation or walk-through prior to October 1st or the last two weeks of the school year.
  5. The administrator's component ratings and feedback will be made available to the professional staff member at least 48 hours prior to the post-observation conference.
  6. During Flexible Instruction Days, the District will not conduct walkthroughs.
  7. In the event PDE changes its evaluation requirements, such provisions that are inconsistent with PDE changes shall be removed from the agreement.
- C. **IMPROVEMENT PLAN:** An improvement plan will be implemented if an employee receives a "needs improvement" rating in one of the four domains: (1) planning and preparation; (2) classroom environment; (3) instruction; or (4) professional responsibilities on their observation form. Upon successful completion of the "improvement plan" the employee will be observed again and the updated observation will be used for the evaluation.
- D. **COPIES OF EVALUATION:** An employee shall be given a copy of any class visit or evaluation report prepared by his/her evaluators at least one (1) day before any conference to discuss it. No such report shall be placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.
- E. **PERSONNEL FILE:** Employees shall have the right, upon request, to review the contents of their personnel file and to receive copies of any documents contained therein, except for pre-employment documents. Said employees shall be entitled to have a representative of the PVEA accompany them during such review.

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

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

19) **BARGAINING UNIT ORIENTATION**

The District will provide the Association President an email which includes the names of new hires, their position, and assignment, within 5 business days after the District hires the Bargaining Unit member prior to the start of the school year. The Association will be given 30 minutes to speak at each newly hired employee's

orientation/on-boarding. The meeting can be held in a group setting if the District is orientating multiple new hires.

20) **FURLOUGHS, RECALL, AND SUBSTITUTING WHILE ON RECALL**

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

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

21) **DISCHARGE/DISCIPLINARY SUSPENSION**

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

Employees may be suspended without pay or terminated providing that the District adheres to a progressive discipline model surrounding infractions of the employee of PVSD policy and/or PA School Code. The progressive discipline model shall include spoken warnings, written warnings, paid suspensions up to ten (10) days, and unpaid suspensions up to ten (10) days. The progressive discipline model noted herein may be bypassed under circumstances in which (1) the employee conduct jeopardizes the safety of students, employees and/or the public, or (2) when the employee does not maintain the necessary certifications. Such bypassing must adhere to the tests of just cause.

22) **MILEAGE REIMBURSEMENT**

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

23) **MANDATORY WAGE CONTROLS**

In the event any increase in salary and/or fringe benefits as set forth in this agreement cannot be paid in exact accordance with the terms of this agreement because of federally mandated wage control legislation, executive order or

regulation, the parties agree to reopen this agreement for good faith negotiations with respect to such matters.

24) **PROFESSIONAL LIBRARY**

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

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

25) **FAIR SHARE**

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

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

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

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

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

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

The Pleasant Valley EA President shall be provided with a copy of all approved changes to School Board Policies as soon as possible after they are approved. It is also suggested draft proposals for board policy changes be shared with the Pleasant Valley EA President as soon as possible through the reading and approval process so any possible issues may be addressed prior to their actual approval.

27) **COMMITMENT TO EXCELLENCE**

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

28) **STUDENT GRADING**

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

29) **SCHOOL DISTRICT E-MAIL**

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

30) **ONLINE INSTRUCTION**

In the event the District cannot find a certified teacher for a given course that students are currently enrolled in, or signed up for, a bargaining unit member shall supervise that class until the end of the year in question, a permanent teacher is found, or the end of the course, whichever occurs first. The District and PVEA agree to establish a volunteer Cyber School Committee consisting of board members, administrators, and professional staff members no later than January 1, 2026. Committee members will work collaboratively to develop a cyber school program that is owned and operated by PVSD and utilizes PVEA members to provide online instruction.

31) **CHANGE OF ASSIGNMENT / SCHEDULE**

The employee shall be provided with written notification of all assignment changes. However, if for any reason an employee is notified less than 10 calendar days before the first in-service day of a new school year, the following shall apply:

1. In the event that an assignment change involves a schedule change, the impacted employee will be compensated with one time payment of \$250.

2. In the event that an assignment change involves a room change, the impacted employee will be compensated with a one time payment of \$350.
3. In the event that an assignment change involves a building change, the impacted employee will be compensated with a one time payment of \$500.
4. In the event that more than one event occurs, the impacted employee will be compensated at the highest rate only.
5. Should an employee voluntarily transfer into a vacancy inside the 10 days before the first in-service day, there will be no compensation.
6. Beginning in the 2026-2027 school year and ending upon the completion of the building renovation project, employees affected by the building renovation project at the high school shall not receive monetary compensation for a change in room assignment, but will be given a coverage day to move from their current room assignment to their new room assignment.

32) **OPTIMAL LEARNING ENVIRONMENT**

The District and the Association share the belief that the students' learning environment is critical to academic success. To promote an optimal learning environment and ensure effective instruction, the total number of students assigned to any individual teacher, excluding special area teachers in Grades K-5 and band directors, shall not exceed one hundred eighty-five (185) in any marking period. The total of one hundred eighty-five (185) students represents the cumulative number of students across all courses and sections taught by the teacher.

The total number of students assigned to any special area teacher in Grades K-5 shall not exceed two hundred (200) on any given instructional day.

There shall be no limit to the number of students assigned to band directors.

The District commits to equitably distributing students among teachers to the greatest extent possible, ensuring no teacher disproportionately bears a higher student count while others are significantly lower.

In rare and unforeseen circumstances where exceeding one hundred eighty-five (185) students for any one teacher or two hundred (200) for any K-5 special area teacher becomes unavoidable (e.g., late student enrollment, unexpected staff absence), the District will consult with the affected teacher(s) and the Association President. Any such temporary exceedance shall be minimized in duration and scope, and the District will provide appropriate compensatory measures, to be

mutually agreed upon, for the affected period. Under such circumstances, the District will implement strategies to reduce the number of students, which may include, but are not limited to, reassigning students, adding sections, hiring teachers, or providing additional support personnel.

The District shall provide student enrollment data to the Association upon request and in a timely manner not to exceed ten (10) business days.

33) **COMMITTEES**

All committees listed herein consist of volunteers as defined below. Committee meetings will be held outside of contractual hours. Frequency of meetings are defined below for each committee. At the conclusion of the school year, the Association will send an annual report to the superintendent and school board from each committee. All committees are run by and overseen by the Association to provide input to the administration and school board. An employee representing teachers on any other committee established by the Board or representatives shall be selected from nominees submitted by the Association in the number requested.

1. **CURRICULUM COMMITTEE**

In each building, a curriculum committee consisting of not more than 5 teachers and administrators shall be maintained for Grades K-12. In an advisory role, the committee shall review and discuss materials, resources, courses, and professional development. The committee will meet once per marking period during the school year at a time that is convenient to all parties.

2. **SCHEDULING COMMITTEE**

PVEA and the District agree to involve department chairs, guidance counselors, and teachers in providing input on master schedules. This committee is advisory in nature, however the sole authority to develop the master schedule shall continue to remain with the building principal. The committee will meet twice per year during the school year at a time that is convenient to all parties.

3. **PROFESSIONAL NEEDS AND GOALS COMMITTEE**

PVEA and the District will establish a committee of equal numbers of administrators and teachers whose function is to provide guidance on in-service workshops for teachers. The committee will provide teachers with an annual survey on topics of interest for future in-service days. The committee will meet no fewer than twice a year at a time that is convenient to all parties.

4. **ASSOCIATION BUILDING COMMITTEE**

The principal in each school in the district shall meet with Association Building Representatives, not to exceed five (5) members of the Association, to discuss school operations, professional matters, and matters related to the implementation of this agreement, PVSD board policy, and/or PA School Code. The committee in each building will meet once per month during the contractual year. Optional meetings may be held over the summer at the discretion and availability of the Association Building Representatives.

34. **PROVIDING A SCHOOL ROOM**

The District agrees that a room in Pleasant Valley Elementary School will be provided to the Association for the exclusive use by the Association as an office. The location of the room is subject to change from time to time.

**MEMORANDUM OF UNDERSTANDING**

**MASTER'S EQUIVALENCY CERTIFICATION**  
**GRANDFATHERING OF MASTER'S DEGREE**

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

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

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

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

## APPENDIX C

### GRIEVANCE PROCEDURE

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

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

## APPENDIX D

### DEFINITION OF PART-TIME PROFESSIONAL STAFF

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