COLLECTIVE BARGAINING AGREEMENT
Between the
Detween the
GREAT VALLEY SCHOOL DISTRICT
and the
and the
GREAT VALLEY EDUCATION ASSOCIATION
2022-2026

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1.0 <u>RECOGNITION</u>

1.01 <u>Unit</u>

The Board of School Directors of the Great Valley School District (henceforth identified as the Board) recognizes the Great Valley Education Association (PSEA/NEA) (henceforth identified as the Association) as the exclusive representative for collective bargaining in accordance with Act 195 and Act 88 for all employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board on April 16, 1971 (Case No. PERA-R-8-E) and modified on September 11, 1980, by Case No. PERA-R-80-279-E and consisting of full-time and part-time teachers, librarians, counselors, health service employees, home and school visitor, reading tutors, and long term substitutes. This recognition does not inhibit any individual's right to act on his/her own behalf with the Administration or the Board, except as to matters vested exclusively in the bargaining agent by Act 195 or Act 88.

2.0 <u>DEFINITIONS</u>

- **2.01** The term teacher, professional employee, and employee, as used herein shall mean a member of the bargaining unit.
- 2.02 A full-time employee, as used herein for fringe benefits, shall mean a member of the bargaining unit who is employed by the District as a Temporary or Professional Employee (as those terms are defined in the Pennsylvania School Code) for not less than twenty-five (25) hours per week.
- 2.03 A new employee becomes eligible for fringe benefits after completing and submitting all forms, examinations, and certification obligations in connection with employment and after the individual reports for work as directed by the District.
- **2.04** Long-Term substitute A long-term substitute is defined as a substitute employed for ninety (90) or more continuous work days during one school year to replace one or more employees on approved leave.

2.04.1 Compensation for Long-Term Substitutes

- (a) The salary for a long-term substitute shall be established by the District; consideration may be given for advanced preparation and/or experience. Such annual salary shall not be less than that established for a beginning teacher.
- (b) Service during one or more partial years of employment as a long-term substitute shall be accumulated for the purpose of salary credit. Salary credit for a full year of service shall be granted on the first day of the school semester following the semester in which accumulated service totaled one hundred thirty (130) or more work days.

2.04.2 Benefits for Long-Term Substitutes

Benefits for long-term substitutes employed by the District for not less than twenty-five (25) hours per week and whose employment is anticipated to last for a minimum of one year, shall be the same as full-time employees (as defined in paragraph 2.02).

Benefits for other long-term substitutes shall be limited to the following:

- (a) Long-term substitutes shall earn sick leave throughout the school year on a prorated basis based upon ten (10) sick days per year. Any such sick leave so earned may be used while serving in a long-term substitute assignment but shall not be cumulative from year to year.
- (b) Upon application to the District on the appropriate forms, the Board agrees to pay a pro-rata share of the premium for the same medical insurance plan currently in effect for professional employees. (see 12.07)
- (c) The District agrees to pay the pro-rata share of the premium for dependent coverage in the medical insurance plan as set forth in b. above, for long-term substitutes electing such coverage.
- 2.04.3 Long-term substitutes replacing more than one employee on approved leave will be eligible for benefits the first of the month following the month it becomes known that consecutive assignments will exceed ninety (90) work days.
- 2.04.4 Note: The remainder of this Agreement including, but not limited to, monetary benefits, other benefits and leaves of absence shall not apply to long-term substitutes unless expressly so noted.

3.0 TERM OF AGREEMENT AND SUCCESSOR AGREEMENT

The term of this agreement shall begin on July 1, 2022, and shall continue in full force and effect through June 30, 2026, or until such later date as the two parties may herein after agree to be the extended ending date. Any such extended date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto.

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.

Negotiations for a successor Agreement shall commence no later than January 11, 2026 or as may otherwise be required by law.

4.0 NO STRIKE--NO LOCK OUT PROVISION

Both parties agree faithfully to abide by the provisions of the Pennsylvania Public Employee Relations Act 195 and Act 88.

As a condition of the various provisions of this Agreement to which the parties have agreed, the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of this Agreement, and the Board pledges that it will not conduct, or cause to be conducted, a lock out during the term of this Agreement.

5.0 PROFESSIONAL COMPENSATION

The parties agree that wages and salaries to be affected 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.

6.0 OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits to be provided under this Agreement are accurately reflected in Appendix B attached to and made part of this Agreement.

7.0 PROFESSIONAL WORK YEAR, HOURS OF WORK AND OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The parties agree that hours of work and other conditions of employment to be affected by this Agreement are accurately reflected in Appendix C attached to the Agreement.

8.0 GRIEVANCE PROCEDURE

Grievances shall be resolved and disposed of as expeditiously as possible. The parties agree that grievances which arise out of the interpretation of this written Agreement shall be resolved in accordance with the grievance procedures described in Appendix D attached to and made part of this Agreement.

9.0 MISCELLANEOUS PROVISIONS AND APPENDICES

Additional miscellaneous provisions of this Agreement are accurately reflected in Appendix E attached to this Agreement. In addition, Appendix F covers EDR schedules; Appendix G covers the sick bank; Appendix H covers various Memoranda of Understanding.

10.0 WAIVERS

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and attested and their respective seals to be affixed the day and year written below.

ATTEST:

President

Great Valley School District Board of School Directors

Chief Negotiator

Great Valley Education Association

Vice President

Great Valley School District

Board of School Directors

President

Date

Great Valley Education Association

11.0 <u>APPENDIX A - PROFESSIONAL COMPENSATION</u>

11.01 Salaries

11.01.1 Salaries for full time bargaining unit members for a work year as set forth in Appendix C, Section 13.01, shall be as set forth in the salary schedule attached to this Agreement as Exhibits A-1, A-2, A-3, and A-4 (see attached).

The only modification to the salaries set forth in Exhibits A-1, A-2, A-3, and A-4, the following language shall be included: "Effective during the 2023-2024 school year and each school year thereafter, the B+30 column will be eliminated for all Bargaining Unit Members hired on or after July 1, 2023."

Retroactivity will be paid to all active bargaining unit members employed by the District as of the date of Contract ratification on November 21, 2022, retroactive to the first pay of the 2022-2023 school year.

- 11.01.2 Initial salary step placement at the time of appointment as a professional or temporary professional employee shall be at the sole discretion of the District. Within fourteen (14) days after the appointment of any new employee, the District will notify in writing the GVEA President of the placement on the salary schedule of the new employee.
- 11.01.3 Written notice of the step and column placement shall be given to each employee and to the Association. Any grievance alleging that such initial salary placement is incorrect or that such placement should be increased must be filed within thirty (30) calendar days of the date of the written notice, and if no such grievance is filed within that period of time it shall be permanently barred. In the event of such a grievance, the arbitrator shall have jurisdiction only to determine if an employee's degrees and eligible credits have been accurately assessed. No employee shall be given credit for experience which was disallowed at the time of initial employment or for course work which was previously ineligible for salary credit. The Association will not be liable for any information furnished by the District.
- 11.01.4 It is understood and agreed that salary schedule step is initially determined at the time of employment and is not necessarily equivalent to an employee's seniority, or to an employee's length of service creditable toward such benefits as sabbatical leave, which are calculated and determined on a different basis than salary step.
- 11.01.5 In order to be eligible for a step increase, a professional or temporary professional employee must have worked or been in a paid leave status for ninety-five (95) work days during the previous school year. Paid leave for purposes of this Section includes sick, personal and sabbatical leave or any other leave for which full salary is paid. Long term substitutes shall be covered by the provisions of 2.04.1.

- Employees who work part time or who work only part of the school year shall be compensated according to salary schedule based on a prorated salary.
- 11.01.7 Deductions from salary for days not worked and not covered by paid leave shall be at the rate of 1/190.
- 11.01.8 Bargaining unit members with advanced degrees and/or sufficient credits as set forth on the salary schedule shall have their salaries adjusted horizontally on the schedule. Horizontal movement on the salary schedule from one column to another shall be approved by the Board at the October Board meeting or the February Board meeting. Entitlement to the increased salary shall be retroactive to the first work day of the school year for an October approval and to the first day of January for a February approval, and salary payments over the balance of the school year shall be adjusted accordingly. The employee shall be responsible for submitting appropriate documentation, including an official transcript, to the Personnel Office demonstrating entitlement to the salary adjustment, provided that if the transcript is not available prior to the deadline, other appropriate evidence of course completion such as a grade slip will be temporarily accepted. Responsibility for applying promptly in writing for any salary adjustment and providing the necessary supporting documentation rests with the employee. No retroactive payment will be made to an employee who was eligible, or employees returning from sabbatical or military leave, but who neglected to apply two weeks prior to the October Board Meeting or two weeks prior to the February Board Meeting. Bargaining Unit Members shall be eligible for only one (1) horizontal movement during one (1) school year. Effective until July 1, 2024, there will be a limited exception to move two columns in February that would be for: (1) a Bargaining Unit Member who did not receive column movement at the October meeting of the same school year; and (2) a Bargaining Unit Member who at the time of submission for column movement was at the B+15 column or the M+45 column; and (3) such Bargaining Unit Member would be applying to move from the B+15 column to the Master's column or from the M+45 column to the Doctorate column as a result of such Bargaining Unit Member attaining the Bargaining Unit Member's Master's degree or Doctorate degree. In other words, the ability for a Bargaining Unit Member to move two (2) columns will be eliminated as of July 1, 2024.

Such impacted and eligible Bargaining Unit Members shall at the applicable October or February Board meeting be moved to the Master's column or Doctorate column, respectively, subject to the limitations herein. Entitlement to the increased salary shall be retroactive to the first day of the school year for an October approval and the first day of January for a February approval. Salary payments over the balance of the school year shall be adjusted accordingly.

Effective for all courses commenced on or after July 1, 2018, such courses will only be eligible for horizontal movement or tuition reimbursement if the

courses are part of a preapproved Master's degree, preapproved Doctoral program or preapproved certification program approved by the District Superintendent or his/her designee Courses that are not part of a preapproved Master's degree, certification or Doctoral program will no longer be eligible for horizontal movement or tuition reimbursement. It is understood that Bargaining Unit Members who already have received program approval or already received course approval prior to the date of the ratification of this Collective Bargaining Agreement will be entitled to be reimbursed or receive column movement under the terms of the prior Collective Bargaining Agreement. That would only apply to those programs that were preapproved prior to the date of ratification.

11.01.9 Employees are required to be in a program which is directly related to their job function or in the area of certification in which they are teaching or programs leading to a graduate degree in school administration or in an area of obvious benefit to the district as determined by the Superintendent, or courses having the approval of the Superintendent.

Employees embarking upon work leading to a salary increase, an advanced degree as set forth in 11.01.8, shall file a written notice and description of such work with the Superintendent or his/her designee. If the Administration judges the employee's courses not to conform with the aforementioned requirements, they shall notify him/her as soon as possible but not later than ten (10) days following receipt of such notice. To count for salary credit, courses must be approved by the Superintendent or designee. Following Contract ratification, courses that are not part of a preapproved master's degree, certification, or doctoral program will no longer be eligible for horizontal movement or tuition reimbursement.

The District will pay for reimbursement of graduate on-line courses that are part of a preapproved master's degree, certification, or doctoral program subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will only pay for reimbursement of on-line courses if the Bargaining Unit Member is enrolled in an approved program of study as aforesaid.

It is understood that with respect to horizontal movement eligibility and/or tuition reimbursement, effective following Contract ratification, all previous past practices with respect to such approvals shall be deemed null and void and the District Administration will not be bound by the past practices prior to that date. Tuition reimbursement and horizontal movement eligibility will be determined based upon the strict wording of this Collective Bargaining Agreement.

Credits for placement on the B+30 track may be on a graduate or undergraduate level, earned at an approved college or university, or earned through District

sponsored in-service courses, or any combination of the two. At least six (6) of the thirty (30) credits must be earned during the two year period immediately preceding the school year in which the placement is to become effective.

In order to be eligible for salary credit, a Master's Degree and all credit hours beyond (after) a Master's Degree shall be in courses preapproved by the Superintendent.

11.01.10 Credits must have been taken after the degree was earned in order to be eligible for placement on a column requiring the degree + credits.

11.01.11 Minimum Service

A teacher who receives an end-of-year evaluation that results in an unsatisfactory/failing or needs improvement rating on the State-mandated evaluation form will not be eligible to receive any step increase or bonus.

11.01.12 Retirement Payment

Professional personnel retiring from the District under the provisions of the Pennsylvania Public School Employee's Retirement System, who have served the Great Valley School District or its predecessors successfully for fifteen (15) consecutive years, will receive a special payment during their final full year of service concurrent with their year of retirement. Employees planning to retire at the end of the school year should notify the Superintendent in writing as early as possible but in no case later than March 1 unless prevented from doing so because of health reasons

The payment amount will be equal to the number of unused sick days earned in the district multiplied by the rate of \$85.00 per day.

This special payment shall not be considered salary for purposes of payment to the Pennsylvania Public School Employee's Retirement System.

Form of Payment: All retirement benefits payable hereunder shall be paid as non-elective employer contributions into a 403(b) account established by the employee. Such contributions shall be made in accordance with the terms of this agreement, except that no employer contributions, when combined with the employee's own 403(b) deferrals, if any, shall exceed the contribution limits of Section 415(c)(1) of the Internal Revenue Code. If the amount due under this agreement exceeds the applicable contribution limit for any year, the unpaid amount shall be contributed into the employee's 403(b) account in the next

calendar year to the extent permitted under the applicable limitations, and shall continue in each succeeding calendar year until the entire amount due hereunder has been contributed into the employee's 403(b) account. Any amount not contributed into the employee's 403(b) account at the end of the fifth year following the year in which the employee retired shall be paid in cash to the employee, or to his/her heirs if his/her death occurs before then. The employee shall have no option to receive any supplemental retirement benefit as a cash benefit, except to the extent benefits are still unpaid at the end of the fifth year following the year of the employee's retirement, or in the event of his/her death.

Employees who have taken a sabbatical leave in the year of retirement, except for medical reasons, are not eligible for this retirement payment unless granted a waiver by the Board of School Directors.

11.01.13 Evaluation

Evaluation of teachers for the application of the salary policy is the responsibility of the School Administration under the direction of the District Superintendent of Schools.

Evaluation of a professional employee which results in a distinguished or satisfactory/proficient rating and does not result in a reduction of the employee's salary is not grievable - is not a just cause for initiating a grievance. In the case of dismissal of employees only the Pennsylvania School Code and the directives of the Secretary of the State Department of Education shall apply.

When a Bargaining Unit Employee receives an overall unsatisfactory/failing or needs improvement rating on his/her annual evaluation, as soon as such evaluation has been issued, the Bargaining Unit Employee will not be eligible to receive step movement, the negotiated increase on any cell, or any stipend for the twelve (12) month time period following the issuance of the evaluation. Even if the Bargaining Unit Employee improves his/her ratings following the issuance of the needs improvement or unsatisfactory/failing rating, the Bargaining Unit Employee will not be able to recoup any sums of money withheld as a result of this provision.

It is understood that when a Bargaining Unit Employee receives an overall unsatisfactory/failing or needs improvement rating on his/her evaluation, the Bargaining Unit Employee will have the right to file an internal grievance pursuant to the grievance process in the Collective Bargaining Agreement. It is understood that such a grievance will be adjudicated consistent with the arbitration process set forth in the Collective Bargaining Agreement.

11.01.14 National Board Certification

Staff who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, shall receive a stipend of \$2,000 each subsequent year for as long as the certification is maintained after

it is initially earned or renewed. This stipend shall be in addition to the salary as set forth in the salary schedules, and shall be part of salary for retirement purposes. Such stipend shall be prorated in the year earned if not received prior to the beginning of the school year.

11.02 Homebound Instruction

The rate of compensation for homebound instruction, which is approved by the Administration, shall be \$46.00 per hour for the term of the Contract.

11.03 Curriculum Development and/or Evaluation

For work performed in connection with curriculum development and/or evaluation conducted beyond the regular work year, teachers will be paid hourly for a maximum of five (5) hours per day at a rate of \$46.00 per hour for the term of the Contract.

11.04 Department Chairperson

Teachers employed by the Board to serve as department chairperson shall receive \$2,850 per school year for the term of the Contract plus \$70 for each teacher employed 1/2 time or more exclusive of the chairperson. The salary is to be based upon the number of teachers anticipated in the department as of the start of the school year. Any required salary adjustment shall be made in the end-of-year paycheck based on the number of teachers in the department as of January 31st of the contract year.

Monetary amounts listed above are based on a full year's service.

High school department chairpersons in English, science, mathematics, social studies, and special education shall have their teaching assignments reduced by one academic period per day, or to the equivalent of eighty (80) percent of a full teaching load, to perform the duties associated with the department.

11.05 Mentors

The District shall continue to compensate bargaining unit members serving as mentors at the rate of \$750.00 each during the 2022-2023 school year and each school year thereafter.

The District will not provide additional compensation to bargaining unit members serving as curriculum mentors.

11.06 Additional Service

When professional employees are requested to work additional days beyond the contract requirements, advance written authorization will come from the Superintendent.

11.06.1 <u>Staff Development Workshops</u>

Professional employees requested to attend and/or present staff development workshops shall be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

11.06.2 Guidance Counselors, Nurses, Reading Specialists, Librarians and other bargaining unit members who perform their regular duties may be scheduled by mutual agreement in writing, if necessary, to work additional time during the summer. Such service will be compensated at their per diem salary rate for a full seven (7) hour and forty-five (45) minute day or more, and at a prorated amount for fewer hours.

11.07 Method of Payment

11.07.1 Salary Checks

All salary checks will be issued on the 1st and 15th of every month through a system of direct deposit. The first payday of each school year will be September 1st. If the 1st or 15th of a month occurs on a weekend or holiday, the salary check will be deposited on the business day prior to the 1st or the 15th.

Employees shall have the option of receiving their pay in one of three (3) methods:

- (1) Twenty-four (24) pays over twelve (12) months;
- (2) Twenty (20) pays over ten (10) months;
- (3) Twenty-four (24) pays over ten (10) months, with the remaining checks paid on the last work day of the school year.

Each employee must exercise his/her option in writing not later than July first of each year, and if no option is exercised, will be deemed to have opted for the same pay method as the prior year. Employees for whom no written option is on file will be deemed to have selected option (1). New hires and long-term substitutes may elect a written option up to August 15th; thereafter, they shall be deemed to have elected option (1).

Requests for year-end exceptions to the above methods of payment based on hardship shall be dealt with at the discretion of the Superintendent.

Direct Deposit of payroll at a bank or financial institution designated by the employee will be mandatory for all employees.

Salaries for employees entering the system after the beginning of the school year, but before April 1, will be calculated as follows:

The same formula will be used for employees entering the system after April 1, except the salary due will be divided by the number of pay periods remaining between the date of entry and June 30.

Employees entering the system at any time after the beginning of the school year, who will have worked less than one week before the next regular payday, will not receive a paycheck until the following regular payday.

Employees resigning before the end of the school year will be paid according to the following formula:

The balance due such employees who resign before the end of the school year will be paid on the scheduled payday following their last day of service. If it is determined that an employee shall lose a day's pay such deduction shall be computed using the following formula:

The Administration will have the option to pay employees the balance of their contract salary prior to June 30th each year. Notice by the District shall be provided by March 1st of each contract year of a decision to exercise the lump sum payment option.

11.08 Extra Duty Responsibility Salaries

The Board agrees to pay salaries for those extra duty responsibilities as listed on Appendix F, attached to this Agreement, for which contracts are approved by the Board. The Board reserves the right to establish and issue contracts for new extra duty responsibility positions. Salary for such positions shall correspond to previously established positions having similar time and responsibility requirements.

Except in emergency situations, any new position shall be discussed in advance with the Association before being established.

Extra duty responsibility salaries are based on service for the full season or year for one individual. When individual positions are shared, the base salary and experience increment shall be computed for each individual as if the position was not shared. In determining individual salaries for shared positions, the resulting figure will be multiplied by the fractional part of the contract responsibility assumed by each individual as shown in the following example:

Teacher 1 - (Position Base Salary + experience increment) X 1/3 = Salary Due (1/3 contract)

Teacher 2 - (Position Base Salary + experience increment) X 2/3 = Salary Due (2/3 contract)

EDR positions may be filled by members of the existing Great Valley professional staff, but the Board shall not be required to do so if, in its sole discretion, the interests of the District require otherwise.

When a coach or sponsor new to the District is hired, his/her salary shall be at the rate specified in this Agreement.

- When a Bargaining Unit Member terminates employment with the District, the EDR vacancy will be posted.
- 11.08.2 All Bargaining Unit Members who apply for an EDR position will be granted an interview.
- 11.08.3 When a coaching season is extended by reason of post season competition, coaches will receive additional compensation on the basis of pro-rata daily salary for each day of the extended season Example: if normal season equals 45 days, extended season 9 additional days, additional compensation is 9/45 of original coaching salary (base plus experience increment).

Additional compensation = Coaching Salary X

Length of Additional Season

Length of Normal Season

EXHIBIT A-1 GREAT VALLEY SCHOOL DISTRICT 2022-2023 Salary Schedule

	2022-23 Salary Scale								
	В	B15	B30	М	M15	M30	M45	M60	D
1	59,285	63,585	67,885	74,485	76,660	78,835	81,010	83,185	85,360
2	59,785	64,085	68,385	74,985	77,160	79,335	81,510	83,685	85,860
3	60,285	64,585	68,885	75,485	77,660	79,835	82,010	84,185	86,360
4	60,785	65,085	69,385	75,985	78,160	80,335	82,510	84,685	86,860
5	61,285	65,585	69,885	76,485	78,660	80,835	83,010	85,185	87,360
6	61,785	66,085	70,385	76,985	79,160	81,335	83,510	85,685	87,860
7	62,285	66,585	70,885	77,485	79,660	81,835	84,010	86,185	88,360
8	62,785	67,085	71,385	77,985	80,160	82,335	84,510	86,685	88,860
9	65,640	69,940	74,240	80,840	83,565	86,290	89,015	91,740	94,465
10	68,140	72,440	76,740	83,340	86,065	88,790	91,515	94,240	96,965
11	71,240	75,540	79,840	85,840	88,565	91,290	94,015	96,740	99,465
12	76,845	81,145	85,445	91,445	94,170	96,895	99,620	102,345	105,070
13	82,450	86,750	91,050	97,050	99,775	102,500	105,225	107,950	110,675
14	86,860	91,160	95,460	101,460	104,185	106,910	109,635	112,360	115,085
15	92,270	96,570	99,870	105,870	108,595	111,320	114,045	116,770	119,495

EXHIBIT A-2 GREAT VALLEY SCHOOL DISTRICT 2023-2024 Salary Schedule

	2023-24 Salary Scale									
	В	B15	B30	М	M15	M30	M45	M60	D	
1	60,440	64,740	69,040	75,640	77,915	80,190	82,465	84,740	87,015	
2	60,940	65,240	69,540	76,140	78,415	80,690	82,965	85,240	87,515	
3	61,440	65,740	70,040	76,640	78,915	81,190	83,465	85,740	88,015	
4	61,940	66,240	70,540	77,140	79,415	81,690	83,965	86,240	88,515	
5	62,440	66,740	71,040	77,640	79,915	82,190	84,465	86,740	89,015	
6	62,940	67,240	71,540	78,140	80,415	82,690	84,965	87,240	89,515	
7	63,440	67,740	72,040	78,640	80,915	83,190	85,465	87,740	90,015	
8	63,940	68,240	72,540	79,140	81,415	83,690	85,965	88,240	90,515	
9	67,295	71,595	75,895	82,495	85,220	87,945	90,670	93,395	96,120	
10	69,795	74,095	78,395	84,995	87,720	90,445	93,170	95,895	98,620	
11	72,895	77,195	81,495	87,495	90,220	92,945	95,670	98,395	101,120	
12	78,495	82,795	87,095	93,095	95,820	98,545	101,270	103,995	106,720	
13	84,095	88,395	92,695	98,695	101,420	104,145	106,870	109,595	112,320	
14	88,495	92,795	97,095	103,095	105,820	108,545	111,270	113,995	116,720	
15	93,695	97,995	101,495	107,495	110,220	112,945	115,670	118,395	121,120	

EXHIBIT A-3 GREAT VALLEY SCHOOL DISTRICT 2024-2025 Salary Schedule

	2024-25 Salary Scale								
	В	B15	B30	М	M15	M30	M45	M60	D
1	61,640	65,940	70,240	76,840	79,215	81,590	83,965	86,340	88,715
2	62,140	66,440	70,740	77,340	79,715	82,090	84,465	86,840	89,215
3	62,640	66,940	71,240	77,840	80,215	82,590	84,965	87,340	89,715
4	63,140	67,440	71,740	78,340	80,715	83,090	85,465	87,840	90,215
5	63,640	67,940	72,240	78,840	81,215	83,590	85,965	88,340	90,715
6	64,140	68,440	72,740	79,340	81,715	84,090	86,465	88,840	91,215
7	64,640	68,940	73,240	79,840	82,215	84,590	86,965	89,340	91,715
8	65,140	69,440	73,740	80,340	82,715	85,090	87,465	89,840	92,215
9	68,995	73,295	77,595	84,195	86,920	89,645	92,370	95,095	97,820
10	71,495	75,795	80,095	86,695	89,420	92,145	94,870	97,595	100,320
11	74,595	78,895	83,195	89,195	91,920	94,645	97,370	100,095	102,820
12	80,195	84,495	88,795	94,795	97,520	100,245	102,970	105,695	108,420
13	85,795	90,095	94,395	100,395	103,120	105,845	108,570	111,295	114,020
14	90,195	94,495	98,795	104,795	107,520	110,245	112,970	115,695	118,420
15	95,195	99,495	103,195	109,195	111,920	114,645	117,370	120,095	122,820

EXHIBIT A-4 GREAT VALLEY SCHOOL DISTRICT 2025-2026 Salary Schedule

				000	5 00 0 d	N 1 .			
2025-26 Salary Scale									
	В	B15	B30	М	M15	M30	M45	M60	D
1	62,845	67,145	71,445	78,045	80,520	82,995	85,470	87,945	90,420
2	63,345	67,645	71,945	78,545	81,020	83,495	85,970	88,445	90,920
3	63,845	68,145	72,445	79,045	81,520	83,995	86,470	88,945	91,420
4	64,345	68,645	72,945	79,545	82,020	84,495	86,970	89,445	91,920
5	64,845	69,145	73,445	80,045	82,520	84,995	87,470	89,945	92,420
6	65,345	69,645	73,945	80,545	83,020	85,495	87,970	90,445	92,920
7	65,845	70,145	74,445	81,045	83,520	85,995	88,470	90,945	93,420
8	66,345	70,645	74,945	81,545	84,020	86,495	88,970	91,445	93,920
9	70,695	74,995	79,295	85,895	88,620	91,345	94,070	96,795	99,520
10	73,195	77,495	81,795	88,395	91,120	93,845	96,570	99,295	102,020
11	76,295	80,595	84,895	90,895	93,620	96,345	99,070	101,795	104,520
12	81,895	86,195	90,495	96,495	99,220	101,945	104,670	107,395	110,120
13	87,495	91,795	96,095	102,095	104,820	107,545	110,270	112,995	115,720
14	91,895	96,195	100,495	106,495	109,220	111,945	114,670	117,395	120,120
15	96,695	100,995	104,895	110,895	113,620	116,345	119,070	121,795	124,520

12.0 APPENDIX B - OTHER EMPLOYEE BENEFITS

12.01 Reimbursement for Credits Earned

The Great Valley School District will reimburse full time professional employees for tuition costs for graduate credits in accordance with the following guidelines and regulations. The Great Valley School District will reimburse part time employees for tuition costs for graduate credits in accordance with the same guidelines and regulations as full time professional employees. A part time employee, for the purposes of reimbursement, is defined as a member of the bargaining unit who is employed for less than 25 hours per week and is at least half time.

- 12.01.1 Reimbursement will be for actual per credit cost up to a limit of \$5,000 per school year for each full time professional employee for credits up to the attainment of an initial Master's Degree or if the employee is enrolled in a preapproved certification program within the discretion of the Superintendent or if the employee is enrolled in an approved Doctoral Program. If the full time professional employee has attained a first Master's Degree, achieved the preapproved certification, or Doctoral Degree, the reimbursement will be made for the actual per credit cost up to a limit of \$3,000 per school year. Tuition reimbursement for a preapproved course that may not be part of a preapproved program may be eligible for tuition reimbursement but not horizontal movement. Tuition reimbursement for non-approved program courses will be the actual cost per credit per school year. This credit attainment will not count toward horizontal movement. Part time employees, as defined in section 12.01, may receive a maximum reimbursement amount prorated to the percentage of time that they are employed.
- 12.01.2 The District will pay for reimbursement for course work taken in the employee's area of certification or related to the employee's present job function in the District except when judged by the Administration to be neither in the area of the employee's certification nor related to the employee's job function. In addition, all courses must have the written preapproval of the Superintendent or designee to be eligible for reimbursement.

The district will pay for reimbursement of graduate on-line courses subject to the same conditions as traditional courses. On-line course(s) will also count toward salary advancement.

The District will pay for reimbursement of on-line courses only if the Bargaining Unit Member is enrolled in an approved program of study. On-line courses will also count toward salary advancement.

Past practice with respect to course approval prior to July 1, 2018, will not be binding on the District.

- 12.01.3 Reimbursement will be made only for courses for which a passing grade has been received. No reimbursement shall be made to an employee who fails to have a mark of "incomplete" changed to a passing grade within one year from the start of the course. Where such change has occurred, reimbursement will be at the rate in effect when the employee originally registered for the course. Payment for any other credit reimbursement shall be based on the rate in effect at the completion of the course.
- 12.01.4 Credits earned under a fellowship, scholarship, or similar program, for which there is no tuition expense to the individual, are not eligible for reimbursement. Reimbursement will not be made for credits earned in connection with attendance at workshops, conferences, or similar programs when any of the costs (including substitute costs) in connection with such attendance are paid by the School District. Payment will not be made to a person who is on a leave of absence other than a sabbatical or to a person who is no longer employed by the District at the time payment is due.
- 12.01.5 Credits must be on the graduate level unless written pre-approval to the contrary is granted by the District Superintendent and credits must be earned at an accredited college or university.
- 12.01.6 Request for reimbursement is to be made on forms provided by the Superintendent's office, with the transcript or grade report and proof of payment attached. Reimbursement will be made monthly September through June, provided all documents are presented to the District at least one (1) week before the regularly scheduled School Board Meeting for each respective month. Payment will not be made to an employee who fails for any reason to apply for reimbursement within four (4) months following completion of the courses(s) unless the employee has been on sabbatical leave, in which case the individual must apply for reimbursement within four (4) months of return to service.

12.02 Mileage Reimbursement

Mileage reimbursement will be at the rate approved by the Internal Revenue Service. Mileage rates will be adjusted effective the first day of the month following receipt by the District of notice of an adjustment in rate by the IRS. Mileage reimbursement must be approved by the District Superintendent or designee.

Teachers shall not be required to drive students for any purpose. A teacher may do so voluntarily, however, with the advance approval of the principal or immediate supervisor; in such a case the teacher must carry insurance he/she considers adequate for protection.

12.03 Payroll Deductions for Professional Dues

The District agrees to deduct dues of members of the Association and its affiliates, NEA and PSEA, from the pay of those members of the professional staff who have on file with the District a signed authorization form. New payroll deductions for employees shall be

submitted on a signed authorization form substantially the same as the one utilized for the 1977-78 school year. These deductions shall be made in fifteen (15) consecutive pay periods, commencing with the second November pay.

The amount to be deducted shall be certified to the District annually by the Association. A master list, with a signed letter of transmittal and any new payroll deduction forms, shall be provided by the Association and received at the District office prior to October 15 annually.

In the event that an employee terminates services with the District prior to the total of fifteen (15) deductions being made, the balance necessary to complete the total dues will be deducted from the final paycheck received from the District.

The Association shall indemnify and save the District harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of any dispute between the District and a member of the bargaining unit by reason of action taken by the District for the purpose of complying with any of the provisions of this Section, or in reliance on any list, notice or document furnished under any of such provisions.

12.04 Payroll Adjustments for Tax-Sheltered Annuity

The Board agrees upon receipt of an employee's signed authorization, to provide payroll adjustments for up to six tax-sheltered annuity plans.

12.05 Savings Bonds and Credit Unions

Payroll deductions for savings bonds and approved credit union(s) shall be made upon receipt of an employee's signed authorization.

12.06 Insurance Carriers

The Board shall have the right to select the insurance carriers or to self-insure, provided that if any change from an existing carrier would result in insurance coverage or method of payment which is not equivalent to or superior to that previously provided, the change shall be only by mutual agreement of the Board and the Association.

In the event that a consortium to purchase health insurance is developed and viable during the term of this agreement in the Chester County area, or in the event of a mandated or optional statewide or regional health care system to which the Great Valley School District has the opportunity or the obligation to belong, the parties agree to negotiate over participation in such a consortium or system, as well as the terms of such participation, provided that if such participation is mandatory, the parties shall participate at least to the extent such participation is required.

12.07 Medical Insurance

The Board agrees to pay its share (85%) of the premium cost for Blue Cross Personal Choice C4-F4-02 plan (core plan) for members of the bargaining unit and eligible dependents. Employees who elect to subscribe to the core plan shall make semimonthly contributions by payroll deduction subject to a premium cost of 15%. Effective January 1, 2023, Bargaining Unit Members working .5 or more are eligible to participate in the District's medical benefits under the same terms and conditions as full-time Bargaining Unit Members and thus will be required to pay 15% toward the premium cost of the aforesaid medical programs. Bargaining Unit Members working less than .5 will not be eligible to participate in the acquisition of any form of medical insurance. Premium costs will be paid through mandatory payroll deductions. The Employer shall pay no more than the applicable employer premium share of the core plan in each contract year as set forth herein.

Employees who wish to "buy-up" to the Personal Choice 20/30/70 plan may do so by payment of the same contribution as to the core plan and paying the entire difference between the District's contribution to the premium for the core plan and the District's contribution to the premium for PC 20/30/70 plan. The District will continue to pay the same dollar contribution as it has paid under the core plan.

Employees who elect the Personal Choice 20/30/70 plan shall make semimonthly contributions based upon the buy-up formula set forth herein.

Coverage for eligible new employees shall become effective the 1st of the month following effective date of employment. Coverage for new employees hired for the full year shall be effective September 1st.

All premium shares will be subject to mandatory payroll deductions.

All bargaining unit employees (not including the spouses or dependents) who are enrolled in the District's health benefit plan who are habitual or regular tobacco and/or nicotine users (excluding those who use such substances less than five (5) times per year), including tobacco chewing, e-cigarettes and smokers, will be subject to an Employee premium tobacco surcharge of \$50 per month per employee, unless the covered Employee is enrolled in a smoking cessation program approved by the District or Insurance Provider/Administrator. All employees will be required to complete and execute a tobacco declaration form. Those employees who declare on said form that they do not habitually or regularly use tobacco or nicotine products shall not be subject to the monthly surcharge. Such employees are under the continuing obligation to disclose to the District any change in their tobacco use habits.

In the event that any health benefit plan offered by the District exceeds the threshold requirements for an excise tax, penalty, or other form of tax under the Affordable Care Act, the parties will agree that such tax, penalty, or other form of tax under the ACA will be shared equally between the Association and the District on a 50%/50% basis. The

Association Bargaining Unit Members' share of such tax, penalty, or other form of tax under the ACA shall be made through mandatory payroll deductions.

The District shall adopt an IRS Section 125 plan and permit all employees to participate in the Section 125 flexible spending account program for medical care and dependent care (subject to an annual maximum and dependent care maximum as permitted pursuant to IRS regulations).

12.07.1 An Employee who retires and who wishes to continue medical insurance coverage for Employee or Employee's spouse may do so in accordance with the provisions of Section 5-513 of the Public School Code of 1949.

Effective July 1, 2020, an employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employees' Retirement System and who has served the Great Valley School District successfully for fifteen (15) consecutive years, will receive an employer-funded health reimbursement account, for so long as the same is permitted pursuant to law, in the total amount of \$20,000 under the condition that notwithstanding the provisions of Section 5-513 of the Public School Code of 1949, the individual retiring employee must no longer remain on the Great Valley School District Health Benefit Plan and must opt for either the PSERS health options plan, a private insurance plan, or an insurance plan offered by the Federal Exchange, or any other health benefit plan other than the District's health benefit plan.

12.07.2 <u>Cost Containment Provision</u>

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical and other group insurance benefits to its employees and limiting the future increases in these costs:

- (a) Married employees where both spouses work for the district will be provided with one medical insurance policy (BC/BS, major medical, dental, vision, prescription) per family.
- (b) Any employee who voluntarily opts out of medical coverage at the start of any school year shall receive an annual payment in the amount of \$2,500 for multi-party coverage or \$1,250 for single coverage pay. This payment shall be made in two equal installments in the first pay of December and the first pay of June in each year. The employee must provide proof of alternate insurance at the time of opt out. Employees may return to the plan in the case of a qualifying event, but in such cases, annual payments for that year will be prorated.

12.08 Dental Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium for Pennsylvania Blue Cross-Blue Shield basic

dental program or equivalent subject to a \$50 per year deductible per covered person to a maximum of \$100 per year deductible per family effective January 1, 2005, with Prosthetic and Periodontic Riders and a policy rider for teeth restoration and replacement (Prosthetic and Crown, Inlay and Onlay Restorations) for members of the bargaining unit and their dependents The District will pay one hundred percent (100%) of the premium for an Orthodontic Rider providing for 50% reimbursement to a maximum of \$2,000, for eligible employee dependents to age nineteen (19).

The District will pay one hundred percent (100%) for a 80% UCR rider for Prosthetic and Crown, Inlay and Onlay restoration for members of the bargaining unit and their dependents.

There will be a \$1,500 per covered person maximum benefit for each calendar year.

Effective January 1, 2023, Bargaining Unit Members working .5 or more are eligible to participate in the District's dental benefits under the same terms and conditions as full-time Bargaining Unit Members. Bargaining Unit Members working less than .5 will not be eligible to participate in the acquisition of any form of dental insurance.

Coverage for new eligible employees will become effective the 1st of the month following effective date of application.

12.09 Vision Insurance

Upon application to the District on the appropriate forms, the Board agrees to pay one hundred percent (100%) of the premium cost for individual or family coverage in a vision care program for eligible employees selecting such coverage.

Coverage for new eligible employees will become effective on the 1st of the month following effective date of employment.

Effective January 1, 2023, Bargaining Unit Members working .5 or more are eligible to participate in the District's vision benefits under the same terms and conditions as full-time Bargaining Unit Members. Bargaining Unit Members working less than .5 will not be eligible to participate in the acquisition of any form of dental insurance.

12.10 Prescription Drug

The Board will pay 85% of the premium cost for prescription drug coverage for eligible employees and eligible dependents selecting such coverage. Effective January 1, 2023, Bargaining Unit Members working .5 or more are eligible to participate in the District's prescription drug benefits under the same terms and conditions as full-time Bargaining Unit Members and will be required to pay 15% toward the premium cost of the aforesaid prescription drug program. Bargaining Unit Members working less than .5 will not be eligible to participate in the acquisition of any form of prescription drug insurance. The plan shall provide a prescription formulary drug plan with deductibles of \$10/25/50 for generic, formulary brand, and non-formulary brand until January 1, 2024 when the plan shall provide for a prescription formulary drug plan with deductibles of \$10/30/60 for

generic, formulary brand, and non-formulary brand. Specialty drugs shall be subject to a 2.5% copay by the bargaining unit member with a \$750 individual/\$1,500 annual maximum specialty premium amount. In addition, the agreed upon Advanced Utilization Management program package incorporating prior authorization, step therapy, drug quantity management, pharmacy compounding as outlined by the Pharmacy Benefits Manager (PBM) shall remain included in the District's prescription program.

Generic drugs will be mandatory unless physician specifies otherwise. Mail order drugs shall be mandatory for all maintenance drugs with 2 co-payments for a ninety (90) day supply.

The District shall reimburse for any copays beyond one (1) in a 30-day period for the same drug prescription as the result of the Drug Quantity Management.

Coverage for new eligible employees will become effective the 1st of the month following effective date of employment.

12.11 **Group Life Insurance**

Upon application to the District on the appropriate forms, the Board agrees to pay the premiums for Group Term Life Insurance (with double indemnity) for all full-time, and regular part-time employees who work half-time for the full school year, during the term of this contract in an amount equal to the employee's base salary rounded to the nearest thousand dollars.

Coverage for new eligible employees and any adjustments in the amount of insurance shall become effective on October 1st of each year during the term of this contract.

The District's responsibility shall be limited to payment of premiums. The District shall not be liable as an insurer.

12.12 Disability Insurance

The District agrees to pay the premiums for a single combined plan which will provide for a maximum covered salary of at least the maximum reported salary amount for each contract year and maximum benefits based upon 66-2/3% of monthly earnings. The waiting period for benefits will be thirty (30) calendar days or the end of accumulated sick leave, whichever is later. Precise terms and conditions of this benefit shall be in accordance with the master plan.

Coverage for new eligible employees shall become effective on the 1st of the month following effective date of employment.

Any employee who is involuntarily reduced from full-time to part-time status during the life of this contract may also purchase this insurance, in which case the District's share of such premium will be based on the percentage of time employed.

12.13 On the Job Injury

Employees shall not be required to work under unsafe conditions and should bring any such conditions discovered to the attention of the Administration.

All employees have the responsibility to perform any work-associated tasks in a safe fashion and to assure that school functions conducted under their supervision are affected in a safe and healthful manner. In those instances where an employee suffers injury on the job due to unforeseen circumstances and when it has been determined that the District is liable, the employee will be reimbursed for related medical and surgical expense. Appropriate medical treatment will be that authorized by a physician designated by the District. Salary payments for any associated absence will be made as follows:

Years of Service to the District	Scheduled Workdays of Full Salary
Beginning Employee to 5 full years completed as of 6/30	Up to 40 work days
Beginning 6th year 7/1 to 10 full years completed as of 6/30	Up to 80 work days
Beginning 11th year 7/1 to 20 full years completed as of 6/30	Up to 120 work days
Beginning 21st year 7/1	Up to the number of work days in the school year as defined in Section 13.01

To qualify for the above salary payment the employee must be receiving Worker's Compensation payments and must apply for any other insurance payments resulting from insurance coverage provided by the Board.

The above benefits will be debited by any payments made under Worker's Compensation provisions or payments resulting from insurance coverage provided by the Board.

The first five (5) scheduled work days of absence resulting from work-associated injury will be covered by sick leave. Sick leave will not be deducted for time required for continuous medical treatment or recuperation beyond five (5) scheduled work days up to the schedule of days listed above. Upon expiration of the above schedule, sick leave will be used. Upon expiration of sick leave an employee may request an unpaid leave of absence.

Time taken beyond that certified by the District designated physician as required for recuperation will be without pay. Fitness for return to work will be determined by the District designated physician. The employee will be available for medical examination as required by this physician until declared fit for duty.

12.14 Sick Leave

For the life of this Agreement, full-time members of the bargaining unit shall be allowed up to ten (10) days of sick leave annually with the unused portion of such allowance cumulative from year to year without limitation. Sick leave shall be pro-rated and credited to regular part-time employees. The sick day shall be understood to be the individual's normal working day.

Such leave entitlement shall be pro-rated for those teachers who start work after the beginning of the school year and for those teachers who serve only part of the school year, although medically able to serve the normal school year.

The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, which shall include, but not be limited to all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from shall be treated on the same terms and conditions as are applied to other temporary disabilities.

Up to ten (10) days per year of accrued sick leave may be used for illness in the immediate family. Immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law or near relative who resides in the same household.

An employee anticipating the need for disability leave due to elective surgery, anticipated birth of a child, or other reasons, shall, if possible, give the District thirty (30) days written notice of the anticipated disability absence.

The Board agrees to provide all fringe benefits provided for by this Agreement while the employee is on paid sick leave.

The Board may require the employee to furnish a certificate from a physician or other practitioner certifying that said employee was unable to perform his or her duties during the period of absence for which compensation is required to be paid.

For the life of this Agreement, full-time members of the bargaining unit employed by the District or its predecessors for fifteen (15) consecutive years (in either a part-time or fulltime professional capacity) shall be allowed one (1) additional day of sick leave (11 total) at the beginning of their 16th year of full-time employment and each year of full-time employment thereafter. This day will be cumulative from year to year.

Full-time members of the bargaining unit employed by the District or its predecessors for twenty (20) consecutive years (in either a part-time or full-time professional capacity) shall be allowed an additional day of sick leave (12 total) at the beginning of their 21st year of full-time employment and each year of full-time employment thereafter. These days will be cumulative from year to year.

Employees shall be given a written statement of accumulated sick leave prior to September 15 of each school year.

An employee unable to teach because of personal illness or disability who has exhausted all of his sick leave, and wishes to continue as an employee of the District, must apply for an unpaid leave of absence.

12.15 Personal Leave

Three (3) days of personal leave per year shall be granted each professional employee upon his/her request without loss of pay or charge against sick leave. Personal leave is subject to the following conditions:

- (a) Each employee shall be permitted to accumulate up to five (5) personal days for use in a single year.
- (b) At the conclusion of each school year, unused personal leave days above five (5) will be converted to sick leave days and added to accumulated sick leave.
- (c) No additional paid personal leave days shall be granted.
- **12.15.1** The approval of personnel requesting personal leave shall be based on the order of request.

The maximum number of professional staff eligible for personal leave upon request on a single day within each school building will be: seven (7) full-time teachers at the high school, five (5) full-time teachers at the middle school and three (3) full-time teachers at each of the elementary schools. Teachers who teach in more than one building shall apply for personal leave in their home building and will be counted against the quota only in their home building.

The District may, at its discretion, approve additional requests beyond the maximum per building, for personal leave, pending availability of substitutes.

12.16 Child Rearing Leave

A child rearing leave of absence of up to one (1) year shall be granted without pay to full-time, and regular part-time employees employed on a Temporary or Professional Employee Contract, in accordance with the following regulations:

- An employee who is expecting or whose spouse is expecting the birth of a child who will reside in his or her household, or who expects to adopt an infant, and who wishes to continue employment following a period of absence taken for the purpose of rearing the child shall be granted a leave of absence without pay or any other benefits granted by the District.
- 12.16.2 It is incumbent upon the employee to notify the building principal of his/her intent to request such leave as soon as reasonably possible. Application for such leave shall be in writing to the building principal at least sixty (60) calendar days previous to the date the leave is to begin unless a medical

emergency precludes this. The application shall specify the probable dates and the length of the requested leave and, except in the case of adoption, shall be accompanied by a physician's statement certifying the pregnancy and setting forth the expected date of birth. In the case of adoption, when notification by the Adoption Agency occurs less than sixty (60) days before placement the 60-day requirement shall be waived. Written verification of the placement shall be provided to the District from the agency in the event the leave is for adoption.

- 12.16.3 When applicable and possible, written notification of the disposition of such request shall be given to the employee prior to the requested effective date of such leave and shall specify an approved effective date and an approved termination date of such leave.
- 12.16.4 Child rearing leave shall be for a continuous period not to exceed one (1) year from the birth of the child or, in the case of adoption, one (1) year from the date the adoption becomes effective. Return from leave shall be scheduled to coincide with the beginning of the school year or the second semester. If the return date at the end of one year occurs after the start of a semester, the Board may extend the leave to the beginning of the next semester. The employee shall inform the principal in writing of his/her intent to return no later than sixty (60) days prior to the district-approved return date. In the event of miscarriage or death of the child, the leave may be terminated upon request of the employee with two weeks' notice and receipt of a physician's statement certifying the teacher is in good health and able to resume work. Any employee who fails to return to work at the end of the leave shall be considered to have abandoned his or her contract of employment and to have voluntarily resigned, unless circumstances otherwise explain the failure to return.
- 12.16.5 Employment following such leave shall be in the same teaching field or substantially equivalent position as the one held at the beginning of the leave.
- 12.16.6 Upon return to employment the employee shall be placed on the salary schedule at the step for which they are eligible pursuant to Section 11.015 of this Agreement.
- 12.16.7 Pension rights will not be accrued during such leave but such rights will not be taken from the employee because of the leave. The returning employee will be entitled to previously accumulated sick leave. Effective September 1, 1986, for leaves commenced on or after that date, seniority shall accrue for child rearing leaves.
- 12.16.8 Teachers on such leave shall be permitted to pay both their and the Board's regular contributions to insurance plans requiring such contributions provided the insurance carrier permits such arrangement.

12.16.9 No employee shall be entitled to a period of absence or leave allowed or authorized under any other Article of this Agreement during any period of absence approved under this Article.

12.17 Legal Leave

Employees absent due to jury duty will be paid the difference between their basic pay and any amounts received as jury fees. When required to appear in court or before a grand jury as witnesses, employees will be paid the difference between their basic pay and amounts received as witness fees. Payments will not be made when employees appear in court or before a grand jury in any capacity other than as a witness or a member of a jury. Appearance at any legal proceeding at the request of the School Administration will be considered as part of the regular job performance and as such will be paid for at the basic rate. Time required for any of the above legal situations shall not have any impact on the employee's sick benefits.

12.18 Other Leaves of Absence

Full-time professional employees may apply for a leave of absence for purposes such as, but not limited to:

- (a) Study and professional improvement.
- (b) Participation in International Federal Programs such as Peace Corps, Teacher Exchange, or Job Corps.
- (c) Serving in Public Office.

12.18.1 Association Leaves of Absence

A leave of absence of up to one (1) year may be granted to one teacher, upon application, for the purpose of serving as an officer of the Association or on its staff at the state or national level.

Such leaves are granted without pay. If permitted by law, the employee may continue to receive retirement credit during his/her absence as though he/she were in regular employment, provided that the employee continues to pay his/her and the District's share of retirement contributions based on the salary received during the preceding year. In order to qualify for such retirement credit, the employee must return to service in the District for at least one (1) full year following the leave of absence. However, a paid leave of absence to serve as an exchange teacher in a foreign country or territory or possession may be granted by the Board in accordance with Board policy and regulations. Applications for such leave must be made in writing at least six (6) months in advance of the period requested. Each application will be considered on its own merit and without precedent. The Board will reserve the right to approve such leaves. In order to qualify, the employee must agree to return to full time

employment in the District for at least one (1) year immediately following the leave.

12.18.3 Sabbatical and Military Leaves of Absence

Sabbatical and Military leaves of absence will be granted in accordance with the applicable provisions of the School Code. The Board agrees that it will grant full school year sabbatical leaves (September to June) in accordance with the School Code for restoration of health.

12.18.4 <u>Leaves of Absence for Professional Development</u>

Leaves of absence for professional development will be granted in accordance with the applicable provisions of the School Code.

12.19 Return to Service

Upon return to employment in the District, the teacher shall be assigned to a position substantially equivalent to that which he/she held at the time said leave commenced. Any benefits earned up to the start of the leave will remain in effect. Benefits will accrue during the leave as provided for in the School Code. While on any Board approved leave, seniority will accrue in accordance with the provisions contained elsewhere in this Agreement.

12.20 Extensions and Renewals

All extensions or renewals of leaves shall be applied for, and replied to, in writing.

13.0 <u>APPENDIX C HOURS OF WORK AND OTHER TERMS AND CONDITIONS OF</u> EMPLOYMENT

13.01 The School Year

Full-time employees in the bargaining unit shall be scheduled to work 190 days per year. This number of days will be considered as the basis for the professional salary schedule. New employees shall be scheduled to work up to seven (7) additional days during their first full school year of employment in the Great Valley School District.

13.02 Length of School Day

The length of the in-school work day for all full-time Bargaining Unit Members shall be 7 hours and 45 minutes, inclusive of lunch. While the length of the school day is 7 hours and 45 minutes, the Board and the Association recognize that a teacher's professional responsibilities at times extend beyond this period. The Association agrees to extend the work day to cover these additional responsibilities. The Board agrees that activities which extend the day shall be kept at a reasonable level.

The school principals shall schedule each full-time elementary Bargaining Unit Member a minimum of 45 minutes of unassigned time daily during the student day, of which a minimum of 30 minutes is continuous during the student day.

The school principals shall schedule each full-time middle school and high school teacher with a minimum of one academic period of unassigned time daily.

13.02.1 Teaching in Lieu of Duty (High School Only)/Six Periods Per Day

- 1. In the event that the District requires a bargaining unit member to teach in lieu of their duty, the process shall be as follows.
 - a. Part-time teachers will be initially asked whether or not they would voluntarily apply for the position. Part-time volunteers will be taken first.
 - b. Part time teachers volunteering for this additional period can increase their time status towards becoming full-time so long as they are: (1) proficient in all of their evaluation domains as of the most recent evaluation; and (2) if they consent to a demotion in a subsequent year to go from full-time to part-time in the future. This will be done on a temporary basis.
 - c. In the event that there are no part-time volunteers for the position, the District will be required to advertise for the position for a two (2) week time period as set forth in the Collective Bargaining Agreement. The parties recognize that the District shall use its best efforts to fill the position, but it is understood that this scenario will be followed prior to the District asking for full time volunteers and then exercising its managerial right to require a certain Bargaining Unit Member to teach a sixth period per day at the high school.
 - d. In the event that the District cannot fill the position, full-time teachers will be asked whether or not they would voluntarily teach the additional period. In the event that there are too many volunteers for the position or positions to teach six (6) periods per day, the District will make a decision in its sole discretion taking seniority into account but seniority will not be determinative in the discretionary approval process. It is understood that this scenario will be followed prior to the District exercising its managerial right to require a certain Bargaining Unit Member to teach a sixth period per day at the high school.
- 2. Teachers who teach in lieu of their duty at the high school will be compensated with a stipend as follows: (a) \$7,500, which will be prorated for less than a full year of service, or for courses that meet less than daily (i.e., a course that meets every other day), less legally required withholdings, which will be for compensation for teaching the course; (b) \$8,500 for a science teacher who has a lab associated with the course, which

will be prorated for less than a full year of service, less legally required withholdings, which will be for compensation for teaching the extra course and lab.

- 3. Payment for this stipend will be made on the regularly scheduled pay period of each working month for the Bargaining Unit Member on a prorated basis when these services are performed.
- 4. The District agrees to limit the provision of six (6) period per day at the high school to 8 high school teachers and no more than 2 teachers per certification area.

13.02.2 On-line Courses

The online delivery of instruction by Bargaining Unit Members or third-party providers to students who reside in the District will not result in the furlough or demotion of any Bargaining Unit Member. It is the intent of the District and the Association to develop and implement multiple online course offerings for students who reside in the District. In such cases where an online offering(s) is/are designed and/or implemented at the District level, such course(s) shall be taught by Bargaining Unit Members, unless there are no qualified Bargaining Unit Members who agreed to teach such course(s). The same stipulations apply to courses taken online for credit recovery. The District shall have the right to offer online programming developed and/or implemented and/or taught by third-party vendors when such programming is substantially different to a course developed and/or implemented and/or taught by a Bargaining Unit Member(s). The District shall have the right to offer online programming developed and/or implemented and/or taught by third-party vendors when a student or students who reside in the District requires specialized instruction that cannot be accomplished utilizing qualified Bargaining Unit Members or when the students are currently not being educated by the district or in cases involving credit recovery.

13.03 Vacancy or New Position Posting and Procedures

When a professional, administrative, or EDR vacancy exists, notice of such a vacancy will be posted in all school buildings unless not practical, such as during vacation periods. Notice of such a vacancy will also be emailed to all bargaining unit members within 2 days of the vacancy being identified by the District. During summer vacation the President of the Great Valley Education Association or designee will be notified and ten (10) copies of the notice of such vacancy will be made available to him/her at the District Office. Such notice shall set forth a brief description of the position, desired qualifications, salary—if established, and procedure for application. No vacancy shall be filled until such opening shall have been posted for two (2) weeks unless there is an urgent need to fill the position more quickly. Any teacher may apply for such opening. Effective July 1, 2023, the parties

agree to utilize electronic postings (no paper postings) available for prospective employee use.

In recommending to the Board an appointment to fill such opening, the Administration will give consideration to all relevant factors including the competency, experience, professional background and attainment of all applicants.

All members of the bargaining unit who are interviewed for a position in the District, other than the one currently held, shall be notified in writing of the outcome of their candidacy within one (1) week after action by the Board.

Members of the professional staff who wish to initiate transfer requests or make advance application for given positions must do so in writing. Such requests shall be directed through the building principal to the District Superintendent. Written acknowledgement of receipt of such requests or applications shall be made within two (2) weeks and shall include an indication of the action that might be expected. Professional applications and a written record of the subsequent action taken shall be placed in the individual's personnel file.

13.04 Reassignment

Professional employees will be notified of any change in their assignments as soon as possible. Professional employees who are reassigned to a different building in keeping with the needs of the educational program or to resolve special situations shall be given the opportunity for advance discussion with the Superintendent.

If the employee is not satisfied with the Superintendent's decision, it may be appealed to the Board. Any such appeal shall be in writing and sent to the Board President within five (5) days of receipt of the Superintendent's decision. A committee of the Board appointed by the Board President shall hear such appeal. The Board committee's decision shall be final and not subject to the grievance procedure.

13.05 Managerial Rights

It is recognized that in addition to other functions and responsibilities which are not otherwise specifically mentioned in this Agreement, the employer has and will retain the sole right and responsibility to direct the operations of the District and to determine matters of inherent managerial policy which shall include but not be limited to the following: functions and programs of the District, overall budget, utilization of technology, organizational structure, selection, direction and transfer of personnel, and promulgation and enforcement of policy statements.

13.06 Association Rights

13.06.1 Use of Bulletin Boards

The District will permit the placement and/or use of appropriately sized bulletin board in each faculty lounge or faculty dining room for the exclusive use of the Association. Joint approval will not be required of material posted but copies of all duplicated materials will be given to the building principal.

13.06.2 Use of Mail Facilities

The Association will be permitted the use of school mail boxes as long as space for regular school purposes remains available.

Inter-school mail distribution arrangements may be utilized by the Association. Copies of all duplicated materials distributed to the general membership will be given to the building principal.

13.06.3 **Attendance at Conventions**

Up to a total of twelve (12) days personal leave shall be granted by the Superintendent for the purpose of Association delegates attending PSEA conventions. In such cases the Association will reimburse the District in the amount of the substitute's per diem salary. The President of the Association shall submit to the Superintendent written notification of designated delegates(s) with dates(s) of meeting(s) which require absence from teaching duties. When possible, such notification shall be made at least ten (10) days prior to the start of such leave.

13.06.4 Use of School Buildings - Meetings

The Association may use the school buildings to conduct meetings after the teacher work day. Request for such use shall be made in accordance with the procedures and regulations set forth in School Board policy.

13.06.5 The Board agrees to furnish the Association, upon reasonable request, District information normally available to the public.

13.06.6 <u>Association Rights – School Board Meetings</u>

The Great Valley Education Association President will be provided an opportunity to speak at all Board meetings during the public comment period regardless of whether the President is a resident of the Great Valley School District. The Great Valley Education Association President shall be subject to the same time limitations imposed on any other resident of the District.

13.07 Professional Employee Rights

13.07.1 <u>Just Cause Provision</u>

Just cause shall be shown when any professional employee is formally reprimanded, disciplined or reduced in compensation. All information forming the basis for such action will be made available to the professional employee upon request. Any suspension of a professional employee, pending charges, shall be without pay.

13.07.2 **Evaluation of Students**

Grades awarded students for the quality and value of their work shall not be changed without the knowledge of the teacher or teachers involved. When the Administration determines that student marks shall be changed, the teacher or teachers involved shall be notified in writing of the change and the reason for such change.

13.07.3 Employee Personnel File

For the purpose of this Article, the term personnel file is defined as the employee's personnel folder which is maintained by the Superintendent or designee at the central administration office.

No material or complaint which is derogatory to an employee's conduct, service, character, or personality shall be placed in an employee's file without the employee's knowledge. The employee has the right to submit a written rebuttal which shall be attached to the aforementioned material.

Bargaining Unit Members may petition the Superintendent in writing annually to have materials removed from their file.

An employee who is not satisfied with an evaluation or observation report has the responsibility and right to prepare a formal statement which shall be attached to all copies.

An employee has the right, after establishing an appointment with the Superintendent or designee, to examine any materials placed in his/her personnel file. The employee shall not have the right to examine the following:

- (a) Confidential credentials and confidential letters of recommendation.
- (b) Administrative interview notes, evaluations and reports completed prior to employment and/or completed in connection with application for a different position and/or assignment.

13.08 Job Security

- 13.08.1 It is the intent of the Board and Association that this Article shall take precedence over Section 1125.1 of the Public School Code of 1949, as amended and shall govern suspension (layoff) of Professional Employees and termination of Temporary Professional Employees.
- 13.08.2 The District has the right to realign staff in the event of a suspension (layoff) so as to retain more senior employees. Employees who are to be suspended, and

who are certified in areas other than their current teaching assignment, shall have the right to displace less senior employees in those areas.

- 13.08.3 Whenever a Professional Employee, as defined in the School Code, is to be suspended (laid off), such suspension shall be in inverse order of seniority among all employees currently working within a given area of certification and those employees on Board approved leave who were working within the same given area of certification immediately prior to the leave.
- 13.08.4 Whenever a Temporary Professional Employee, as defined in the School Code, is to be terminated for any reason appropriate for the suspension of a Professional Employee, such termination shall be in inverse order of seniority among all Temporary Professional Employees currently working within a given area of certification and those employees on

Board approved leave who were working within the same given area of certification immediately prior to the leave. Temporary Professional Employees shall be terminated prior to the suspension (layoff) of a Professional Employee currently teaching within the same area of certification.

- 13.08.5 Seniority shall be defined as the length of continuous full and pro-rated parttime service accruing to Professional Employees (as that term is defined in the Public School Code) while in the employ of the District or its predecessors dating from the individual's first day of work as a Professional or Temporary Professional Employee, as approved by the District.
- **13.08.6** Seniority shall accrue during Board approved unpaid leaves of absence.
- **13.08.7** Seniority shall accrue during all paid leaves including sabbatical.
- 13.08.8 Seniority shall accrue during suspension (layoff) to a maximum of three (3) years. For employees working part-time at the time of suspension, accrual shall be computed into full time equivalent days on a pro-rated basis.

13.08.9 Seniority

- (a) Seniority is lost as a result of resignation, discharge, termination of employment, failure to report when recalled from suspension within the specified time limit.
- (b) Any Temporary Professional Employee who has been rated Satisfactory and who has been terminated shall, upon re-employment as a Professional or Temporary Professional Employee, be credited with his/her previously earned seniority.

Unpaid leave time which counts toward the accrual of seniority as provided in this Agreement shall not result in any increase in salary treatment except as required in the School Code.

- **13.08.10** No more than a maximum of one (l) year of seniority shall accrue during any calendar year.
- 13.08.11 Seniority shall be computed and expressed in full school years and full-time equivalent days. (For example, a Temporary Professional Employee who renders full-time service for a full school year and service as 2/5 employee for the following full school year shall have one year and 76 days of seniority. (2/5 x 190 days = 76 full-time equivalent days.)
- 13.08.12 If two or more employees have exactly the same amount of service, the date of Board action to elect shall govern. When this too is equal, the determination shall be made by drawing lots. Determination of relative seniority shall be made promptly after employment.
- 13.08.13 Any Professional Employee who is suspended (laid off) shall retain employment rights in his/her area of certification except as stipulated in Paragraph 13.08.16 below.
- 13.08.14 Reinstatement shall be in inverse order of suspension (layoff). Notice of reinstatement shall be made by registered mail to the employee's last known address. The employee shall have fourteen (14) calendar days, beginning with the receipt of or the date of the Postal Services' attempt to deliver the registered letter, to respond to the District's inquiry regarding reinstatement. Lack of written response by the employee within fourteen (14) calendar days shall absolve the District from all current and future reinstatement obligations. It shall be the obligation of the employee to keep the District informed annually of his/her current mailing address.

Any suspended (laid off) employee shall have a maximum of fourteen (14) calendar days from the date of his/her written response to the District's offer of reinstatement to report for duty as assigned, unless such time limit is extended by the District or the individual is enrolled in a college program in which case return to work may be delayed until the end of the current semester.

- 13.08.15 Where temporary vacancies exist in the District as a result of an approved leave of absence granted to a Professional or Temporary Professional Employee, the District shall offer to suspended (laid off) employees who are properly certified the opportunity to fill such vacancies as long-term substitutes prior to seeking outside candidates for such substitute service. During such substitute service, suspended (laid off) employees shall be eligible for all benefits of this Agreement as if they were contracted employees, including the right to accumulate seniority during the period of substitute service.
- 13.08.16 If a suspended (laid off) employee fails to accept an offer to fill a temporary vacancy anticipated to last at least ninety (90) or more continuous workdays during one school year, such employee shall have absolved the District from all current and future reinstatement obligations to offer such employee the right to

fill out any temporary vacancy provided that an individual enrolled in a college program may delay acceptance of the offer until the end of the college semester.

14.0 <u>APPENDIX D - GRIEVANCE PROCEDURE</u>

The following procedures will apply in the processing of grievances by the Great Valley Education Association, PSEA, NEA, hereinafter called the Association, and the Great Valley School District.

14.01 Definitions

- 14.01.1 A "grievance" as used in this Agreement shall mean an assertion by a member of the bargaining unit or a group from within the bargaining unit represented by the Association, or the Association itself, that there has been as to him/her, them, or it, a violation of a specific provision of the written Agreement between the Board and the Association.
- 14.01.2 A "grievant" as used in this Agreement is a member or members of the bargaining unit within one school making the assertion with Association representation.
- 14.01.3 The term "days" when used in this Article shall mean working school days; thus, weekend or vacation days are excluded.
- **14.01.4** "Representative" as that term is used in this Agreement shall mean only a duly authorized member of the Association.
- 14.01.5 "Group Grievance" shall mean grievances by members of the bargaining unit in more than one school.
- 14.01.6 "Witness" as used in this Article shall mean an adult who will appear individually only to give testimony and will not otherwise be present.

14.02 Regulations

- 14.02.1 The purpose of this procedure is to secure at the lowest possible administrative level an orderly, expeditious, equitable solution to any grievance.
- 14.02.2 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each step should be considered a maximum and every effort should be made to expedite the process. Extensions in the number of days may be mutually agreed upon by the parties participating at that step in the procedure.
- 14.02.3 In the event a grievance is filed on or after June 1, all the parties agree to make a good faith effort to reduce the time limits set forth herein so that the grievance processing may be completed prior to the end of the school term or as soon thereafter as is practicable.

- 14.02.4 In the event a grievance is filed so that sufficient time as stipulated under all steps of the procedure cannot be provided before the last day of the school year, should it be necessary to pursue the grievance to all levels of the appeal, then said grievance shall be continued in the new school term in September under the terms of this Agreement unless mutually agreed otherwise.
- 14.02.5 Upon selection and certification by the Association, a faculty grievance representative will be recognized in each building. A list of such representatives will be provided to the District Superintendent.
- 14.02.6 Failure to file the grievance form within twenty (20) days of the alleged violation shall bar action within this procedure.
- 14.02.7 All communications concerning grievances shall be transmitted in writing to the grievant and the grievant shall also follow the same procedure of using written communication.
- 14.02.8 Meeting times for settling alleged grievances will be scheduled at mutually agreed upon times.
- 14.02.9 A grievance will be considered resolved and closed if it is not appealed to the next step within the time limits specified. Failure at any step of this procedure to communicate the decision in writing on a grievance within the time limits specified shall permit the grievant to proceed to the next step.

At all steps of the grievance procedure, the grievant shall have the right to Association representation and to present witnesses. Testimony by witnesses will become a part of the record. No professional organization other than the GVEA and/or its parent organizations may represent a grievant under this procedure.

- 14.02.10 Subject to the final decision concerning the grievance, the authority of the responsible administrator or Board shall prevail in the disputed question.
- 14.02.11 All documents, communications and records shall be filed separately from the personnel records of the grievant. Such records shall be held confidential and not distributed outside the District or within the District to other than persons concerned with the grievance.
- 14.02.12 If any member of the Association's Grievance Committee is a party in interest to any grievance, he/she shall not serve as the Association's grievance representative in the processing of such grievance except in the case of group grievances as outlined. In such instances an alternate shall be named by the Association and the Superintendent notified.

14.02.13 <u>Initiation of Group Grievance - Step II</u>

When members of the bargaining unit in more than one school have a grievance, the chairman of the Grievance Committee in the name of the Association, may initiate a group grievance on their behalf. The written grievance shall be filed with the Superintendent, and information copies of the grievance shall be sent simultaneously to the principal or principals of the employees involved.

14.03 Procedure

Prior to initiating the grievance procedure, the employee or employees shall first discuss the alleged grievance with the building principal or the immediate supervisor.

The grievance procedure shall begin as follows: (Group Grievances shall begin at Step II).

14.03.1 Step I

Individual Grievances: filed with the principal or immediate supervisor.

- 14.03.2 A person with an alleged grievance will discuss it with his principal and/or immediate supervisor, accompanied by his Association representative, with the object of resolving the matter informally.
- 14.03.3 If this informal meeting does not resolve the issue, the grievant shall present the grievance in writing on a District form distributed by the Association, within ten (10) days after the informal meeting of section 14.032 of Step I. The form also will be available in the office of the building principal.
- 14.03.4 The principal shall send his decision in writing to the grievant within ten (10) days following the receipt of the grievance form.
- 14.03.5 If requested by the grievant, the principal shall schedule a conference to be held within ten (10) days of the receipt of the grievance form. The building principal may have another administrator present at the conference. If a conference is held, the principal shall send the decision in writing to the grievant and representative within ten (10) days following the conference.

14.04 Step II

- 14.04.1 Within ten (10) days of receipt of the decision rendered by the principal, the decision of the principal may be appealed to the Superintendent. The appeal shall include a copy of the decision being appealed, copies of all other pertinent documents, and the grounds for regarding the decision as incorrect. It shall also state the name of all participants officially present at the prior hearing.
- 14.04.2 Appeals to the Superintendent shall be made to the Superintendent or designee. If a hearing is to be conducted such hearing shall be heard within ten (10) days

of the receipt of the formal appeal. Written notice of the time and place of the hearing shall be given at least five (5) days prior to the hearing to the grievant and his/her representative. The Superintendent or designees, plus no more than two members of the administration, plus the grievant and no more than two representatives of the Association will meet to discuss the grievance. If the grievant is not satisfied with the disposition of the case within ten (10) days of the appeal, he/she may move on to the next level.

- 14.04.3 Within ten (10) days of receipt of the appeal (If no hearing is conducted or within ten (10) days of hearing the appeal, if a hearing is conducted), the Superintendent or designee shall communicate to the grievant and his/her representative the written decision, which shall include supporting reasons therefor.
- 14.04.4 If the grievance is not resolved, the grievant may appeal to Step III, provided it is done within ten (10) days of receipt of the written decision.

14.05 **Step III**

- 14.05.1 The appeal in written form shall be addressed to the President of the Board of School Directors with a copy sent to the District Superintendent. The President or designee may schedule a hearing. If conducted, it shall be held within twenty (20) days. Any hearing shall be conducted by a Committee of the Board to review the grievance and to make recommendations to the Board.
- 14.05.2 The written decision of the Board shall be sent to the grievant and his/her representative within (10) days of receipt of the appeal or any hearing that is conducted.

14.06 **Step IV**

- 14.06.1 If the grievance is not resolved, the Association shall have the right to appeal to binding arbitration, provided such notice of appeal is sent to the Board within ten (10) days after the Board's written decision has been rendered. Such written notice to the Board shall include a statement setting forth precisely the issue to be decided by arbitration and the specific provision of the Agreement involved. Within ten (10) days of receipt by the Board of the grievant's notice of appeal to binding arbitration, the Board and the Association shall jointly request a list of seven arbitrators from the Bureau of Mediation. Within ten (10) days after receipt of the list, the parties shall decide the arbitrator for the grievance hearing by alternately striking one name from the list until one shall remain. The public employer shall strike the first name. The parties involved shall not be permitted to assert any ground or evidence in arbitration if such was not disclosed at any of the previous appeal steps. The costs for the service of the arbitration will be borne equally by the Board and the Association.
- 14.06.2 The arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement.

14.07 General Provisions

- **14.07.1** Group grievances shall begin at Step II and follow the same procedures as individual grievances through succeeding steps of the procedure.
- 14.07.2 No prejudice will attend any person by reason of utilizing or participating in the procedures contained in this Agreement.
- 14.07.3 Forms for processing grievances will be jointly developed by the Superintendent and the Association. The forms will be printed by the Board and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- 14.07.4 Identical grievances on the same subject, involving members of the bargaining unit in one building, will be filed as one grievance.
- 14.07.5 Designated staff members of the Association will be permitted to visit other schools within the District for the purpose of investigating an alleged grievance that cannot be investigated during other than school hours. Such staff members will notify the building principal in writing of the destination, time of departure, and estimated time of return. Such staff members will report to the visited building principal upon arriving at the school. Such investigations will not be done during assigned duty time.
- 14.07.6 In the event any employee or the Association exercises any right of appeal to court or to administrative agency concerning a subject appropriate for a grievance under the provisions of this Article, they shall be deemed to have waived their right to bring a grievance based upon the provisions of this Article or the occurrence which is the basis for such appeal, and any such grievance already instituted shall be barred from further processing if such appeal is filed. In the event the court or agency defers to the grievance process, a grievance which has been timely filed may be processed.

15.0 APPENDIX E - MISCELLANEOUS PROVISIONS

15.01 Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

15.02 Compliance Between Individual and Master Agreement

Any individual contract between the Board and an individual teacher heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

15.03 Printing Agreement

Upon request by a bargaining unit member, a copy of this Agreement shall be printed at the expense of the Board after the Agreement is signed. The Agreement shall be distributed within a reasonable time to any bargaining unit member that makes such a request.

16.0 APPENDIX F - EDR Non-Coaching and Coaching Salaries - 2022-2026

APPENDIX F

EDR Non-Coaching and Coaching Salaries

	GVHS Coa	ching		
	2022-23	2023-24	2024-25	2025-26
Baseball, 9th	4,503	4,548	4,594	4,640
Baseball, Asst	5,005	5,055	5,106	5,157
Baseball, Head	7,005	7,075	7,146	7,218
Basketball, 9th - Boys	4,503	4,548	4,594	4,640
Basketball, 9th - Girls	4,503	4,548	4,594	4,640
Basketball, Asst - Girls	5,504	5,559	5,615	5,671
Basketball, Asst Boys	5,504	5,559	5,615	5,671
Basketball, Head - Boys	8,508	8,593	8,679	8,766
Basketball, Head - Girls	8,508	8,593	8,679	8,766
Cheerleading, Asst	2,502	2,527	2,552	2,578
Cheerleading, Head	4,503	4,548	4,594	4,640
Cross Country, Asst	4,002	4,043	4,083	4,124
Cross Country, Head	6,005	6,065	6,125	6,187
Field Hockey, 9th	4,503	4,548	4,594	4,640
Field Hockey, Asst	5,005	5,055	5,106	5,157
Field Hockey, Head	7,005	7,075	7,146	7,218
Football, 9th Asst	5,504	5,559	5,615	5,671
Football, 9th Head	6,005	6,065	6,125	6,187
Football, Asst	7,505	7,580	7,656	7,733
Football, Head	12,005	12,125	12,247	12,369
Golf, Asst	4,503	4,548	4,594	4,640
Golf, Head	5,005	5,055	5,106	5,157
Intramurals	4,503	4,548	4,594	4,640
Lacrosse, 9th - Boys	4,503	4,548	4,594	4,640
Lacrosse, 9th - Girls	4,503	4,548	4,594	4,640
Lacrosse, Asst - Boys	5,005	5,055	5,106	5,157
Lacrosse, Asst - Girls	5,005	5,055	5,106	5,157
Lacrosse, Head - Boys	7,005	7,075	7,146	7,218
Lacrosse, Head - Girls	7,005	7,075	7,146	7,218
Soccer, 9th - Boys	4,503	4,548	4,594	4,640
Soccer, 9th - Girls	4,503	4,548	4,594	4,640
Soccer, Asst - Boys	5,005	5,055	5,106	5,157
Soccer, Asst - Girls	5,005	5,055	5,106	5,157
Soccer, Head - Boys	7,005	7,075	7,146	7,218
Soccer, Head - Girls	7,005	7,075	7,146	7,218
Softball, 9th	4,503	4,548	4,594	4,640
Softball, Asst	5,005	5,055	5,106	5,157
Softball, Head	7,005	7,075	7,146	7,218
Swimming, Asst	4,002	4,043	4,083	4,124
Swimming, Head	6,005	6,065	6,125	6,187
Tennis, Asst - Boys	4,002	4,043	4,083	4,124
Tennis, Asst - Girls	4,002	4,043	4,083	4,124
Tennis, Head - Boys	6,005	6,065	6,125	6,187
Tennis, Head - Girls	6,005	6,065	6,125	6,187
Track, Spring, Asst	5,005	5,055	5,106	5,157
Track, Spring, Head	7,505	7,580	7,656	7,733
Track, Winter, Asst	4,002	4,043	4,083	4,124
Track, Winter, Head	6,005	6,065	6,125	6,187
Trainer, Asst	8,005	8,085	8,166	8,248
Volleyball, Asst - Girls	4,002	4,043	4,083	4,124
Volleyball, Head - Girls	6,005	6,065	6,125	6,187
Wrestling, Asst	5,504	5,559	5,615	5,671
Wrestling, Head	8,508	8,593	8,679	8,766

GVHS Non-Coaching				
	2022-23	2023-24	2024-25	2025-26
Academic Challenge	2,502	2,527	2,552	2,578
Chamber Singers	4,503	4,548	4,594	4,640
Class Sponsor - Junior	3,004	3,034	3,064	3,095
Class Sponsor - Senior	4,503	4,548	4,594	4,640
Class Sponsor - Sophomore	2,502	2,527	2,552	2,578
Class Sponsor -Freshman	2,002	2,022	2,043	2,063
Comptroller	5,006	5,056	5,107	5,158
Denmark Exchange	3,570	3,606	3,642	3,678
Denmark Exchange	3,570	3,606	3,642	3,678
Detention Supervisor	12,005	12,125	12,247	12,369
Drama Guild	7,705	7,782	7,860	7,939
Drama Guild, Producer - Fall	1,500	1,515	1,531	1,546
Envirothon	2,502	2,527	2,552	2,578
FBLA	3,502	3,537	3,572	3,608
Literary Magazine	2,502	2,527	2,552	2,578
Marching - Drill	2,502	2,527	2,552	2,578
Marching - Flags	2,502	2,527	2,552	2,578
Marching - Percussion	2,502	2,527	2,552	2,578
Marching Band, Asst	6,005	6,065	6,125	6,187
Marching, Special Area, Head	2,502	2,527	2,552	2,578
Marching/Concert/Jazz	12,005	12,125	12,247	12,369
Multi-Cultural/Diversity Club	1,500	1,515	1,531	1,546
National Honor Society	2,502	2,527	2,552	2,578
Newspaper	4,503	4,548	4,594	4,640
Press and Publicity	3,502	3,537	3,572	3,608
Robotics	1,500	1,515	1,531	1,546
School Store	2,502	2,527	2,552	2,578
Science Fair	2,502	2,527	2,552	2,578
Stage Crew	7,505	7,580	7,656	7,733
Student Activities Director	13,508	13,643	13,779	13,917
Student Council	4,503	4,548	4,594	4,640
Student Musical - Choral	1,500	1,515	1,531	1,546
Student Musical - Choreographer	1,500	1,515	1,531	1,546
Student Musical - Orchestra	1,500	1,515	1,531	1,546
Student Musical - Producer	2,502	2,527	2,552	2,578
Technology Resource Teacher	3,627	3,663	3,700	3,737
Television Studio	4,002	4,043	4,083	4,124
Webmaster	3,627	3,663	3,700	3,737
Fitness Monitor	4,002	4,043	4,083	4,124
Yearbook	4,503	4,548	4,594	4,640

GVMS Coaching				
	2022-23	2023-24	2024-25	2025-26
Athletic Director	13,507	13,642	13,778	13,916
Baseball, 7th	3,503	3,538	3,573	3,609
Baseball, 8th	4,503	4,548	4,594	4,640
Basketball, 7th - Boys	3,503	3,538	3,573	3,609
Basketball, 7th - Girls	3,503	3,538	3,573	3,609
Basketball, 8th - Boys	4,503	4,548	4,594	4,640
Basketball, 8th - Girls	4,503	4,548	4,594	4,640
Cheerleading, Head	3,002	3,032	3,062	3,093
Cross Country, Asst	3,503	3,538	3,573	3,609
Cross Country, Head	4,503	4,548	4,594	4,640
Field Hockey, 7th	3,503	3,538	3,573	3,609
Field Hockey, 7th Asst	2,502	2,527	2,552	2,578
Field Hockey, Head, 8th	4,503	4,548	4,594	4,640
Football, 7th Asst	5,005	5,055	5,106	5,157
Football, 7th Head	6,005	6,065	6,125	6,187
Football, 8th Asst	5,005	5,055	5,106	5,157
Football, 8th Head	6,005	6,065	6,125	6,187
Intramurals	9,007	9,097	9,188	9,280
Lacrosse, 7th - Boys	3,503	3,538	3,573	3,609
Lacrosse, 7th - Girls	3,503	3,538	3,573	3,609
Lacrosse, 7th, Asst - Boys	2,502	2,527	2,552	2,578
Lacrosse, 7th, Asst - Girls	2,502	2,527	2,552	2,578
Lacrosse, Head, 8th - Boys	4,503	4,548	4,594	4,640
Lacrosse, Head, 8th - Girls	4,503	4,548	4,594	4,640
Soccer, 7th - Boys	3,503	3,538	3,573	3,609
Soccer, 7th - Girls	3,503	3,538	3,573	3,609
Soccer, 7th, Asst - Boys	2,502	2,527	2,552	2,578
Soccer, 7th, Asst - Girls	2,502	2,527	2,552	2,578
Soccer, Head, 8th - Boys	4,503	4,548	4,594	4,640
Soccer, Head, 8th - Girls	4,503	4,548	4,594	4,640
Softball, 7th	3,503	3,538	3,573	3,609
Softball, 8th	4,503	4,548	4,594	4,640
Track, Spring, Asst	3,503	3,538	3,573	3,609
Track, Spring, Head	4,503	4,548	4,594	4,640
Volleyball, Asst - Girls	3,503	3,538	3,573	3,609
Volleyball, Head - Girls	4,503	4,548	4,594	4,640
Wrestling, Asst	3,503	3,538	3,573	3,609
Wrestling, Head	4,503	4,548	4,594	4,640

GVMS Non-Coaching				
	2022-23	2023-24	2024-25	2025-26
Audio Visual	2,405	2,429	2,454	2,478
Computer Proctor	2,405	2,429	2,454	2,478
Detention Monitor	11,353	11,466	11,581	11,697
Envirothon	1,499	1,514	1,530	1,545
National Junior Honor Society	1,499	1,514	1,530	1,545
Robotics	1,499	1,514	1,530	1,545
School Newspaper	2,502	2,527	2,552	2,578
School Store	2,502	2,527	2,552	2,578
Science Fair	1,499	1,514	1,530	1,545
Stage Crew - Lights	726	734	741	748
Stage Crew - Set	726	734	741	748
Stage Crew - Sound	726	734	741	748
Student Council	4,002	4,043	4,083	4,124
Student Musical - Assistant	1,500	1,515	1,531	1,546
Student Musical - Director	3,852	3,890	3,929	3,968
Student Musical - Finance	435	439	443	448
Student Musical - Producer	1,500	1,515	1,531	1,546
Student Musical - Technical Director	1,500	1,515	1,531	1,546
Technology Resource Teacher	2,448	2,472	2,497	2,522
Television Studio	3,847	3,886	3,925	3,964
Webmaster	2,448	2,472	2,497	2,522
Yearbook	2,502	2,527	2,552	2,578

Elementary Non-Coaching				
	2022-23	2023-24	2024-25	2025-26
Envirothon	1,471	1,486	1,500	1,515
Instrumental - Music	4,002	4,043	4,083	4,124
Instrumental - Strings	3,503	3,538	3,573	3,609
Intramurals	4,002	4,043	4,083	4,124
Musical	2,448	2,472	2,497	2,522
Reading Olympics	1,471	1,486	1,500	1,515
Science Fair	1,471	1,486	1,500	1,515
Student Council	1,471	1,486	1,500	1,515
Technology Resource Teacher	2,448	2,472	2,497	2,522
Video	2,502	2,527	2,552	2,578
Webmaster	2,448	2,472	2,497	2,522

LONGEVITY PAYMENT

Employees performing EDR's will be compensated for experience in the position or sport as follows:

Year 1, 2, 3	0
Year 4, 5, 6	\$235
Year 7, 8, 9	\$472
Year 10 and up	\$708

The longevity bonus will be applied when compensated for EDRs.

17.0 <u>APPENDIX G - GREAT VALLEY SCHOOL DISTRICT/GVEA SICK LEAVE BANK GUIDELINES</u>

A. <u>Purpose</u>

The sick Leave Bank is intended to provide paid sick leave to supplement bargaining unit members' personal accumulated sick leave days that become exhausted in the event of catastrophic illness or accident of employee or employee's immediate family as determined by the sick leave bank committee.

B. Terms of Membership

- 1. Membership in the Bank shall be voluntary. This fifty percent (50%) rate will be required to keep the bank operational. All participants must be temporary professional employees or professional employees.
- 2. Initial applications for membership will be submitted to the Sick Bank Committee in writing on appropriate forms by September 30th of each school year. Any newly hired bargaining unit members must join within 30 days of their hire date.
- 3. The membership fee shall be one (1) sick day in the first year of membership (including a proration for part-time staff). Committee members will determine subsequent year membership fee on an as needed basis not to exceed one (1) sick day per year. Any current bargaining unit member who joins in a succeeding year must contribute an equal number of days as those who joined in the first year of operation. A member who terminates may not withdraw his/her previous contributions from the Bank. Termination of membership may be voluntary, the result of leaving the district, or the result of failure to return on the time those forms necessary for contributing days to the Sick Leave Bank.

C. Use of the Bank

1. The Sick Leave Bank will cover catastrophic illnesses and accidents of the Employee. Bank benefits shall not be available to employees on child rearing leave.

- 2. For a member to receive any benefit from the sick leave bank, all accumulated sick and personal leave must be exhausted.
- 3. The Sick Leave Bank Committee shall consist of six (6) elected association members (one from each building) and one non-voting member of the business office for recording purposes only. Elections shall be conducted to allow variable terms of membership so as there will not be a complete turnover of the committee in any given year. A chair will be elected by the committee.
- 4. Any member who wishes to access sick days from the bank must complete written application and submit to the Sick Leave Bank Representative in their building. A physician's letter of prognosis and expected duration of disability must be included in the application. In addition, it shall be the responsibility of the member to provide a progress report from the physician at such intervals as determined by the Sick Leave Committee. Failure to provide this report may result in termination of Sick Leave Bank use. All decisions rest with the committee and cannot be appealed. Upon receipt of the application, the Sick Leave Bank Committee will attempt to meet and render a decision within five (5) school days.
- 5. Members are eligible for sick leave benefit of up to twenty (20) days per medical need with a life-time maximum of thirty (30) days. Part-time staff will receive a pro-ration of such maximum. The sick leave bank will coordinate with the district's disability coverage. It is understood that no member may access both the disability coverage and sick leave bank simultaneously. A maximum of ten (10) family illness days can be used in any given school year as per the Collective Bargaining Agreement.
- 6. While receiving benefits from worker's compensation, disability retirement, social security, and/or a medical sabbatical, employees will not have access to the sick leave bank.
- 7. All Sick Leave Bank benefits shall be at the employee's daily rate less usual deductions.
- 8. There will be an annual state of the bank report made to members and the school district business office committee within (30) days of the enrollment period.

18.0 <u>APPENDIX H - MEMORANDA OF UNDERSTANDING</u>

The Memorandum of Understanding in the prior Collective Bargaining Agreement consisting of Mentor Pay, Sick Leave and IEP Compensation will carry over into the new Agreement.

18.01 IEP Compensation

- 18.01.1 Special Education teachers shall receive two days of release time, or the equivalent in partial days, as requested for the purpose of preparing for IEP conferences and the related documentation, subject to the coordination of the scheduling of this time by the building principal. The District and the Association will follow the agreed upon protocol for determining the needs of special education teachers for additional time in addition to two days to prepare for IEP conferences and related documentation. The District further agrees to ensure that all building principals apply the protocol in a consistent manner. Special education members of the bargaining unit who feel that the protocol is not consistently applied may appeal to the Director of Student Services.
- 18.01.2 Memorandum of Understanding between the Great Valley School District and the Great Valley Education Association Great Valley Special Education Protocols
 - 1. Teachers will look ahead at their IEP/RR schedule to identify and anticipate places where they may need time to meet deadlines.
 - 2. Teachers will report anticipated problem areas to their building principal as soon as possible (a minimum of two weeks prior to the need if possible).
 - 3. Principals will review the potential problem area(s) with the teacher and determine what resources within the existing building supports can be used to help cover a "reasonable" block of time to cover the teacher's need. Principals will make every effort to match the resources to the anticipated need(s).
 - 4. Principals will communicate to the teacher in a reasonable amount of time about when the block of time will occur for the teacher to work on IEPs/RRs.
 - 5. It is expected that there will be a mutual understanding between the principal and the teacher that any expressed need by the teacher is a true need.
 - 6. If after meeting with the principal, teachers have concerns with the amount of support available they can contact the Director of Special Education to discuss any concerns.

18.02 Online Teaching Situations

- **18.02.1** Memorandum of Understanding between the Great Valley School District and the Great Valley Education Association Great Valley Special Education Online Teaching Situations
 - 1. Notwithstanding the provisions set forth in the Collective Bargaining Agreement between the District and the Association over the time period of July 1, 2022, through June 30, 2026, the following shall apply to online teaching situations:
 - 2. District shall retain its management prerogative with respect to having the authority to direct Bargaining Unit Members to teach virtually.
 - 3. Livestreaming and co-rostering will be permitted forms of technology that can be used for the delivery of online courses. It is understood, however, that co-rostering will be used sparingly by the District within its management prerogative.
 - 4. With respect to homebound instruction, a student must qualify for homebound instruction as determined by the District. When a Bargaining Unit Member's actual teaching of lessons are recorded, Bargaining Unit Members will receive a \$250.00 annual stipend that will be provided for setup and related staff development. The eligible stipend would be for core areas and world language, which will be paid in a lump sum payment after completion of the training.
 - 5. Recordings for homebound instruction will not take place until the District Administration has provided the teacher with the related staff development and the teacher has had the appropriate time to complete the staff development, unless the Bargaining Unit Member fails to attend/complete the scheduled professional development.
 - 6. With regard to gifted/advanced learners/world language, there would be an eligible stipend for Bargaining Unit Members if students are livestreamed and co-rostered and interactively involved in the amount of a \$1,500.00 stipend per course section that will be paid on the regularly scheduled pay periods and will be prorated over the time period worked. An example of this would be a fifth-grade student requiring advanced math instruction from a Great Valley Middle School teacher. Fifth graders would be supervised by non-Bargaining Unit Members. Another example would be if Latin 1 has 10 Great Valley High School requests and 10 Great Valley Middle School requests, all could be combined into one section.
 - 7. Whereby, all feasible options are exhausted by the District, including corostering and/or utilization of six period per day teaching for low course enrollment (less than 10) for Project Lead the Way and World Language entry level sequential/prerequisite courses, a third-party provider could be

offered within the discretion of the District. This provision regarding low enrollment entry level world language and Project Lead the Way courses allowing the use of third-party providers will sunset at the conclusion of this Collective Bargaining Agreement when the efficacy of this provision will be reevaluated.

- 8. With respect to graduation requirements, students requiring more courses than their schedule will allow in order to meet graduation requirements, a third-party provider may be used to help the student earn the necessary credits to stay on track to graduate during a student's senior year only.
- 9. It is understood that such online instruction will be viewed only by parents, administration, and homebound students in the District and will not be distributed outside of the District unless the District is legally required to do so to satisfy an IEP. The online instruction recordings will only be kept for the balance of the school year so that the student can utilize the same to complete their education or fulfill their IEP.
- 10. Teachers are not legally responsible for parents and/or students viewing the virtual instruction witnessing behaviors of other students in the classroom. Teachers are not responsible for students being viewed/heard online.
- 11. The District recognizes its obligations under the Political Subdivision Tort Claims Act to defend, indemnify, and hold harmless professional employees so long as they act within the scope of their employment.
- 12. The online teacher will not be responsible for monitoring the students not physically in the classroom unless it is patently obvious that the student is not paying attention and/or is disrupting the delivery of education.
- 13. To the extent feasible and possible, a supervisor who elects to evaluate a teacher during a class period when livestreaming/co-rostering is occurring, the supervisor will attend the in-person classroom to do so.
- 14. When students will be using online instruction, including co-rostering and streaming, as active learners, the District will consider volunteers, when permissible in the employee's schedule, to offer such instruction.
- 15. Administrators must give a teacher notice when attending the online class so as to alert the teacher that they have entered into the class.