

PLEASANT VALLEY SCHOOL DISTRICT  
Brodheads ville, Pennsylvania 18322  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PLEASANT VALLEY SCHOOL DISTRICT  
AND THE PLEASANT VALLEY EDUCATION ASSOCIATION

January 23, 2020  
Re: Conditional Retirement Incentive

The Pleasant Valley Education Association (PVEA) and the Pleasant Valley School District (PVSD) recognize that professional staff positions have a community of interest with the PVEA and are properly contained within the aforementioned bargaining unit.

Recognizing this, PVEA and PVSD agree that the terms and conditions of this MOU shall immediately exist for professional employees without prejudice nor precedent, and in no such manner revises, modifies, amends, or causes to be null and void any provisions of the present Collective Bargaining Agreement (CBA), except as hereinafter set forth, and said CBA shall remain in full force and effect for the term of that agreement, except as modified or amended as follows:

The PVSD offers the following Conditional Retirement Incentive based on a minimum of (10) Ten professional employees who agree to participate in this incentive, with the condition that the professional employee shall notify the Superintendent, in writing, on or before April 2, 2020 at 4:00 p.m. that he or she will retire effective at the conclusion of the 2019 – 2020 academic term. Failure to achieve the minimum number of (10) Ten professional employees by April 2, 2020 at 4:00 p.m. will render this offer null and void. To be eligible for the incentive the employee must be employed until the end of the 2019 – 2020 school year. The incentive shall be paid in two (2) equal installments as follows: the first installment shall be payable to the employee on or before October 31, 2020; and the second installment shall be payable to the employee on or before February 28, 2021. Each such payment by the PVSD shall be paid into an enhanced Tax-Sheltered Annuity (TSA) account in the name of the employee. If an individual who was approved for this retirement incentive freezes or otherwise suspends PSERs retirement eligibility/income and is permanently employed in a non-substitute position by another Pennsylvania Public School District at the time of the first installment, the individual forfeits their right to the retirement incentive. If permanently employed in a non-substitute position by another Pennsylvania Public School District at the time of the second installment, the individual forfeits their right to that installment and must repay the first installment amount to the Pleasant Valley School District within four (4) months from the date of the second installment as set forth above.

**Severance Pay**


The retirement incentive amount payable to each such employee shall be calculated based upon the salary of the employee as set forth on the salary schedule of the 2019 – 2020 school year as part of the CBA, according to the following percentages:

- **Fifty percent (50%) of base salary with:**
  - **15 years of continuous professional service with Pleasant Valley School District**
  - **Permanently retiring into PSERs**

**Notification**

As set forth above, each such interested professional employee shall submit a letter to the Superintendent with his or her intent to retire, no later than on or before April 2, 2020 at 4:00 p.m. Acceptance of said retirement letter by a majority of the Pleasant Valley School Board of Education at a regular or special meeting of the Board that is held no sooner than April 2, 2020, shall be binding. Therefore, a professional employee who elects to withdraw his or her letter of retirement shall submit a letter to the Superintendent no later than on or before April 2, 2020 at 4:00 p.m.

FOR THE PLEASANT VALLEY SCHOOL  
DISTRICT BOARD OF DIRECTORS

  
\_\_\_\_\_  
President


ATTEST:

  
\_\_\_\_\_  
Secretary

FOR THE PLEASANT VALLEY EDUCATION  
ASSOCIATION, PVEA-PSEA-NEA

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary  
Building Representative