

AMENDMENT TO THE

AGREEMENT

between

NAZARETH AREA SCHOOL DISTRICT

and

NAZARETH AREA EDUCATION ASSOCIATION

2006-2007

2007-2008

2008-2009

2009-2010

2010-2011

Amend the current agreement between the Nazareth Area School District Board of Directors and the Nazareth Area Education Association, for the years 2006/2007 through 2010/2011, Appendix A, Article 7, Final Year's Salary, effective June 1, 2007:

Nazareth Area Education Association

By: _____
President Date

Nazareth Area School District Board of Education

By: _____
President Date

§7. Final Year's Salary

Each employee who serves the Nazareth Area School District continuously for at least fifteen (15) years of service, including years of service through Intermediate Unit #20, immediately prior to his/her final year of service, the employer shall make a non-elective employer contribution to the Enhanced TSA Retirement Program of the employee's choice in the amount of a final year's salary equivalent to the scheduled salary for his/her classification plus one percent (1%) for each year of service to the Nazareth Area School District, including the final year; provided, however, that the employee has submitted written notice of his/her intention to retire from public school service to the Superintendent of Schools on or before March 1 of the final year of service in the Nazareth Area School District. (The notice date may be waived by the School Board for the reasons of illness or urgent family circumstances). Payment by the School District shall be made in the next payroll following retirement. The employee shall have no cash option.

A qualifying employee who fails to give the timely written notice as requested above shall, in the next pay following retirement, receive an amount equal to one percent (1%) of his/her final year's salary for each year of service to the School District, or twenty thousand dollars (\$20,000), whichever is less.

Any payments made under this contract provision shall be subject to any deductions imposed by any governmental body.

In the alternative to the above, employees shall have the option of receiving a payment of \$40.00 for each unused, accumulated sick day at retirement.

Retirement for the purpose of this contract provision shall be defined as follows:

To be eligible for the sick leave rebate, employees shall have accrued a minimum of thirty (30) years total public school service with at least ten (10) years of said service having been in Nazareth and at least twenty-five (25) years of said service shall have been in the Commonwealth of Pennsylvania.

Chronological age with regard to this specific contract provision shall not be a factor and the choice of the selection of either a payment under the final year's salary or the unused sick leave rebate shall be at the sole discretion of the retiring employee.