

AGREEMENT

between

NAZARETH AREA SCHOOL DISTRICT

and

NAZARETH AREA EDUCATION ASSOCIATION

2006-2007

2007-2008

2008-2009

2009-2010

2010-2011

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GENERAL PROVISIONS

I. Recognition

The Nazareth Area Education Association, hereinafter called the Association, is hereby recognized by the Nazareth Area School District, hereinafter called the Employer, as the bargaining agent for teachers, long term substitutes, teacher leaders, librarians, nurses and guidance counselors excluding supervisors, first level supervisors, and confidential employees as defined in the Act, hereinafter called the Bargaining Unit, and for all other employees properly included in the bargaining unit under the conditions of Pennsylvania Law Act 195 and all other applicable Pennsylvania Law providing for collective bargaining for public employees.

II. Term of Agreement

The term of this agreement shall begin on September 1, 2006, and shall continue in full force and effect until 12:00 PM on August 31, 2011, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended date shall be evidenced by a written amendment to which amendment both parties shall signify their approval by affixing their signatures thereto. However, where improvements in fringe benefits regarding insurances are described, said improvements shall be effective as soon as the insurance carriers permit.

III. No Strike - No Lock-Out Provision

Both parties agree to faithfully abide by the provisions of Pennsylvania Public Employee Bargaining Law, Act 195 and all other applicable Pennsylvania Law. As a condition of the various provisions of this agreement to which the parties have agreed, the bargaining agent pledges that members of the Association will not engage in a strike during the term of this agreement, and the employer pledges that it will not conduct, or cause to be conducted, a lock-out during the term of this agreement.

IV. Wages and Salary Provisions

The parties agree that wages and salaries to be effected by this agreement are accurately reflected in Appendix A, made 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.

In the event that the term of this agreement shall be extended as provided in Section II above, and in the event that mutually agreed upon changes result as a condition of such an extension, then a revised Appendix A shall be executed by the parties and attached to and made part of this agreement.

V. 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. Any changes in other employee benefits to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II, shall be evidenced by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this agreement.

VI. Hours of Work and Other Conditions of Employment

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

Changes in hours of work or other conditions of employment to which the parties may agree conditioned upon a change in the term of this agreement, as provided in Section II, shall be evidenced by a revised Appendix C which shall be executed by the parties and attached hereto and made part of this agreement.

VII. Grievance Procedure

It is in the interest of the general public, and in the interest of the school children that both employer and employees serve, that grievances be reconciled and disposed of as expeditiously as possible.

The parties agree that grievances which arise out of the interpretation of this agreement shall be resolved in accordance with the grievance procedure described in Appendix D attached hereto and made part of this agreement.

VIII. Furloughs

Furloughs of professional employees shall occur pursuant to Act 97, as amended, of the Pennsylvania General Assembly (1979, amended 1986) based on seniority within the school district. Seniority as defined herein is referenced in Appendix E (Seniority), included herein and made apart hereof.

IX. Waivers

The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement, during the term of this agreement, will be conducted on any item, whether contained herein or not, except by written mutual consent.

X. Conformity to Law

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights, nor to limit such responsibilities, as he/she may have under the Public School Code of 1949, as amended, the Public Employee Relations Act, Act 195, or any other applicable laws and regulations. The right granted to professional employees hereunder shall be deemed to be in addition to those provided elsewhere.

The parties hereto shall comply with all provisions of this agreement, unless and until any provision or provisions are held to be contrary to law by legislation, by the Supreme Court of the State of Pennsylvania or any lower court of competent jurisdiction from whose judgment no appeal has been permitted or taken by the aggrieved party. In the event any provision or provisions hereof are so held to be unlawful, the remaining provisions of this agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law.

XI. Printing of the Agreement

Copies of this agreement shall be printed by the Board after agreement with the Association on format within thirty (30) days, except in an emergency, after the agreement is signed.

Copies of the printed agreement shall be given to the Association, for distribution to its membership. The cost of printing the agreement will be divided equally between the District and the Association.

XII. Derogatory Material

No material derogatory to an employee shall be placed in his/her official personnel file unless the employee has received a dated copy. The members of the bargaining unit shall have the right to submit a written answer to such material and have it attached. The employee reply will be placed in the official personnel file.

XIII. Fair Share

1. Each member in the bargaining unit represented by the Association shall be required to pay a Fair Share Fee based on the Public Employee Fair Share Fee Law, PL 1993, June 2, P.L. 45, No. 15; 43 P.S. 1102.1, et seq.
2. The Association agrees to extend to all eligible non-members the opportunity to join the Association.
3. The Fair Share Fee shall be deducted by the employer in the same manner as provided for the voluntary dues deduction of members of the Association.
4. If legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association

agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association notice of any legal action brought against it, and agrees to cooperate with the Association in the defense of the case. If the School District does not cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

5. The Association shall indemnify and hold the School District harmless against any and all claims, demands, suits, plaintiffs attorneys fees awarded as a result of any action taken against the School District or other form of liability that shall arise out of or by reason of action taken by the School District to comply with the provisions of this Section.

XIV. Execution Date and Signature

IN WITNESS WHEREOF, the Nazareth Area Education Association and the Nazareth Area School District, have hereinafter set their hands and seals on this _____day of March, 2007.

NAZARETH AREA EDUCATION
ASSOCIATION

NAZARETH AREA SCHOOL DISTRICT

By: _____
President

By: _____
President

Secretary

Secretary

**NASD / NAEA Contract Compaction Schedule
2006-2007 Through 2010-2011**

Base Year 2005-2006	Year 1 2006-2007	Year 2 2007-2008	Year 3 2008-2009	Year 4 2009-2010	Year 5 2010-2011
1	1	1	1	1	1
2	2	2	2	2	2
3	3	3	3	3	3
4	4	4	4	4	4
5	5	5	5	5	5
6	6	6	6	6	6
7	7	7	7	7	7
8	8	8	8	8	8
9	9	9	9	9	9
10	10	10	10	10	10
11	11	11	11	11	11
12	12	12	12	12	12
13	13	13	13	13	13
14	14	14	14	14	14
15	15	15	15	15	15
16	16	16	16	16	16
17	17	17	17	17	16
18	18	18	18	17	16
19	19	19	18	17	16
20	20	19	18	17	16
21	20	19	18	17	16
22	20	19	18	17	16

**Teachers Will Progress Horizontally Through The Compaction Schedule
From Year 2005-2006 Through Year 2010-2011.**

APPENDIX A

§1.

Nazareth Area School District

Year One - 2006-2007

Salary Schedule

Step	Bachelors	Master's	M+15	M+30	M+45
1	\$39,469	\$41,572	\$42,072	\$42,572	\$43,072
2	39,785	41,993	42,493	42,993	43,493
3	40,573	42,602	43,102	43,602	44,102
4	41,152	43,144	43,644	44,144	44,644
5	42,355	44,341	44,841	45,341	45,841
6	43,555	45,536	46,036	46,536	47,036
7	44,749	46,716	47,216	47,716	48,216
8	46,583	48,458	48,958	49,458	49,958
9	47,758	49,625	50,125	50,625	51,125
10	49,578	51,436	51,936	52,436	52,936
11	50,734	52,632	53,132	53,632	54,132
12	52,891	54,616	55,116	55,616	56,116
13	55,189	56,913	57,413	57,913	58,433
14	57,449	59,272	59,772	60,272	60,772
15	59,746	61,641	62,141	62,641	63,141
16	62,081	64,075	64,575	65,075	65,575
17	65,530	67,254	67,754	68,254	68,754
18	71,539	72,853	73,353	73,853	74,353
19	72,427	74,151	74,651	75,151	75,661
20	75,581	77,306	77,806	78,306	78,806

§2.

Nazareth Area School District

Year Two - 2007-2008

Salary Schedule

Step	Bachelors	Master's	M+15	M+30	M+45
1	\$40,752	\$43,015	\$43,528	\$44,040	\$44,553
2	41,561	43,639	44,152	44,664	45,177
3	42,153	44,195	44,708	45,220	45,733
4	43,386	45,422	45,934	46,446	46,959
5	44,617	46,647	47,159	47,672	48,184
6	45,840	47,856	48,368	48,881	49,393
7	47,720	49,641	50,154	50,666	51,179
8	48,924	50,838	51,350	51,862	52,375
9	50,789	52,693	53,206	53,718	54,230
10	51,976	53,919	54,432	54,944	55,457
11	54,184	55,952	56,464	56,977	57,489
12	56,539	58,306	58,819	59,331	59,843
13	58,856	60,724	61,237	61,749	62,262
14	61,209	63,152	63,665	64,177	64,689
15	63,603	65,647	66,159	66,672	67,184
16	66,637	68,904	69,417	69,929	70,441
17	70,795	72,142	72,656	73,167	73,680
18	74,206	75,973	76,486	76,998	77,510
19	77,439	79,206	79,718	80,231	80,743

§3

Nazareth Area School District

Year Three - 2008-2009 Salary Schedule

Step	Bachelors	Master's	M+15	M+30	M+45
1	\$42,481	\$44,607	\$45,131	\$45,655	\$46,179
2	43,087	45,175	45,699	46,224	46,748
3	44,348	46,430	46,954	47,478	48,002
4	45,606	47,682	48,206	48,731	49,255
5	46,857	48,919	49,443	49,967	50,491
6	48,780	50,745	51,269	51,793	52,317
7	50,011	51,968	52,492	53,016	53,540
8	51,918	53,866	54,390	54,914	55,438
9	53,130	55,120	55,644	56,168	56,692
10	55,391	57,198	57,722	58,246	58,770
11	57,799	59,606	60,130	60,654	61,178
12	60,168	62,079	62,603	63,127	63,651
13	62,575	64,561	65,085	65,609	66,133
14	65,022	67,112	67,637	68,161	68,685
15	68,125	70,444	70,968	71,492	72,016
16	72,378	73,755	74,279	74,803	75,327
17	75,865	77,673	78,197	78,721	79,245
18	79,171	80,979	81,503	82,027	82,551

§4.

Nazareth Area School District

Year Four - 2009-2010

Salary Schedule

Step	Bachelors	Master's	M+15	M+30	M+45
1	\$44,057	\$46,192	\$46,728	\$47,624	\$47,799
2	45,346	47,474	48,010	48,546	49,082
3	46,632	48,755	49,291	49,827	50,363
4	47,911	50,020	50,555	51,091	51,627
5	49,878	51,887	52,422	52,958	53,494
6	51,136	53,137	53,673	54,209	54,745
7	53,087	55,078	55,613	56,149	56,685
8	54,325	56,360	56,896	57,432	57,967
9	56,637	58,485	59,021	59,557	60,092
10	59,099	60,947	61,483	62,019	62,554
11	61,522	63,475	64,011	64,547	65,083
12	63,985	66,014	66,550	67,086	67,621
13	66,485	68,623	69,158	69,694	70,230
14	69,658	72,029	72,565	73,100	73,636
15	74,006	75,415	75,950	76,486	77,022
16	77,572	79,420	79,956	80,492	81,028
17	80,953	82,801	83,336	83,872	84,408

§5.

Nazareth Area School District

Year Five - 2010-2011

Salary Schedule

Step	Bachelors	Master's	M+15	M+30	M+45
1	\$46,313	\$48,486	\$49,033	\$49,580	\$50,127
2	47,627	49,794	50,341	50,888	51,435
3	48,932	51,085	51,632	52,179	52,726
4	50,940	52,991	53,538	54,085	54,632
5	52,225	54,268	54,815	55,362	55,909
6	54,216	56,249	56,796	57,343	57,890
7	55,481	57,558	58,106	58,653	59,200
8	57,841	59,728	60,275	60,822	61,369
9	60,355	62,242	62,789	63,336	63,883
10	62,829	64,823	65,370	65,918	66,465
11	65,341	67,415	67,962	68,509	69,057
12	67,895	70,079	70,262	71,173	71,720
13	71,136	73,556	74,103	74,650	75,198
14	75,575	77,013	77,560	78,107	78,655
15	79,216	81,103	81,650	82,197	82,744
16	82,668	84,554	85,102	85,649	86,196

§6. B+15

The members of the bargaining unit that received an additional \$200.00 for their B+15 certification in the previous contract will continue to receive an additional \$200.00 each year of the contract. Their salary shall be \$200.00 higher than the salary of a member with a Bachelor's Degree on the same step.

§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 shall receive 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.

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.

§8. Method of Payment

The first payday shall be the first Thursday after the school term for students begins and each second Thursday thereafter for a maximum of twenty-six (26) or twenty-seven (27) payments.

If a payday should occur on a school holiday, the paycheck shall be given on the last school day preceding the holiday.

Members shall have the option of receiving a lump sum payment for the remaining salary of the contract year after the last payday in June following the close of the term. Requests for lump sum payments must be made annually in writing, on a form (Appendix G) provided by the District, to the Business Administrator by May 15.

In the case of an extreme emergency, the payday may be extended up to two (2) days, provided that the employer has made every effort to meet that scheduled payday.

§9. Extra Pay/Extra Duty Schedule (EPED)

The Extra Pay/Extra Duty Program is contained herein and made a part hereof and herewith referred to as Appendix F.

§10. Teacher Leaders

The Board of School Directors, upon the recommendation of the Superintendent of Schools, shall appoint teacher leaders on yearly contracts. The individual appointed by the Board shall receive a supplemental contract.

Teacher leader positions are voluntary in nature and will be contracted on a yearly basis. Notice of intent to terminate for the subsequent year shall be served by either party upon the other by June 30 of each contract year.

Compensation for teacher leaders shall be as follows:

All teacher leaders will be required to complete teacher leader duties, per the annual intent form, to support the curriculum cycle, Department of Education programs and regulations, and District Strategic Plan goals, and will be compensated for fifty (50) hours at their contracted hourly rate.

All teacher leaders will be eligible to complete Tier 2 and Tier 3 duties, per the Teacher Leader Guidelines, and will be compensated up to seventy-five (75) hours at their contracted hourly rate, and up to one hundred (100) hours at their contracted hourly rate, respectively.

Teacher leaders shall have the salary payment options as included in the EPED Program.

§11. Long Term Substitutes

A. Long-term substitutes are those employees hired to fill positions of another employee on a temporary basis for forty-five (45) days or longer. Days as used herein and hereafter in this section shall be interpreted as student instructional days.

- B. Long-term substitutes shall be placed on Step one of the Bachelor's Salary Schedule. In the event a long-term substitute is employed for more than one (1) year by the Nazareth Area School District, said employee shall advance on the salary schedule in the same sequence or manner as a full-time employee. This provision shall apply only to those employees hired on a permanent basis. At the discretion of the District, said employee may be hired on permanent status at a step higher than the applicable step in consideration of the employee's past experience outside of the Nazareth Area School District.
- C. Long-term substitutes shall receive medical benefits as provided for in this Agreement. Employees who are employed from forty-six (46) to ninety (90) days shall be allowed to participate in the medical benefits program, at the employee's cost. Employees who are employed for more than one (1) semester (91 days or more) shall be allowed to participate in the medical benefits program, at the employer's cost, subject to provisions provided for in this Agreement. Any employee hired as a long-term substitute in consecutive years shall have the medical benefits paid for by the employer.
- D. Long-term substitutes shall not be eligible for any other benefits provided for in this Agreement with the exception of sick and personal days. Long-term substitutes who are employed less than one (1) year shall have said benefits prorated for the period of employment.

APPENDIX B
OTHER EMPLOYEE BENEFITS

§1. Personal Leave

The employer grants permission for each member of the bargaining unit to take three (3) days of personal leave, without loss of pay, during each year of the contract with no stated reason required, conditional upon the following regulations:

1. All requests for leave shall be submitted to the building principal to which the member of the bargaining unit is assigned. Requests may be submitted September 1 or thereafter for personal leave each contracted year.

2. Personal leave may be taken from September 15 to May 31 of each contracted year. Due to unforeseen circumstances, members of the bargaining unit may submit requests, with reason stated, to the Superintendent and/or his designee for consideration of personal leave prior to September 15 and after May 31, providing the employee has not used all personal leave days.

3. Personal leave will be granted with the following daily limitations in effect: six (6) from the Senior High School; five (5) from the Middle School; four (4) from Shafer; four (4) from Bushkill; four (4) from Lower Nazareth.

a. The daily limitation may be waived by the Superintendent or his designee if a request for a personal leave, for an emergency, is received after the limitation is reached. The nature of the emergency must be stated if the limitation is to be waived.

b. Personal leave requests will be granted in the order received from the members of the bargaining unit by the administrator responsible for receiving the request. Arrangements for a substitute shall be made in the same manner as prescribed for other absences.

4. Personal leave which remains unused at the end of a school year may, at the option of the employee, be accumulated as sick leave or surrendered in return for compensation in the amount of one hundred (\$100.00) per day. Personal leave once surrendered or accumulated as sick leave may not thereafter be utilized as personal leave. If no election is made by an employee at year end, unused personal leave will be automatically accumulated as sick leave.

§2. Sick Leave

In each school year whenever a member of the bargaining unit is prevented by illness or accidental injury from following his or her assignment (occupation), the School District shall pay to said employee for each day of absence the full salary to which the employee may be entitled as if said employee were actually engaged in the performance of duty for a period of ten (10) days. Any such unused leave shall be cumulative from year to year without limitation. All or any part of such accumulated unused leave may be taken with full pay in any one or more school years. No part of the bargaining unit member's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.

§3. Bereavement Leave

Whenever a member of the bargaining unit shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of the employee for an absence not in excess of three (3) school days. The Board of School Directors may extend the period of absence with pay in its discretion as the situation may warrant. Members of the 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, or any person with whom the employee has made his/her home (established residence).

Whenever a member of the bargaining unit is absent because of the death of a near relative, there shall be no deduction in the salary of said employee for absence on the day of the funeral. The Board of School Directors may extend the period of absence with pay in its discretion as the situation may warrant. A near relative shall be defined as a first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law or sister-in-law.

§4. Jury Duty

A member of the bargaining unit called for either Federal or County jury duty will have the opportunity to serve without loss of pay or personal/emergency leave. In addition, all employee benefits, excluding mileage reimbursement, shall continue throughout any term of jury duty regardless of length of said term.

The employee, upon receiving the notice to serve on jury duty, shall inform the Superintendent of Schools or his designee of such notice.

The Board of School Directors will pay the salary of the employee while the employee is on jury duty and school is in session. The employee will remit the daily compensation paid to him/her for each compensated school day they served on jury duty.

§5. Child Rearing Leave

A. Members of the bargaining unit may take child rearing leave, without compensation or other benefits, subject to the following provision:

a. The member of the bargaining unit shall submit to the Superintendent of Schools a request for leave, with doctor's note, where applicable, sixty (60) days prior to the date the leave is to begin. In addition, the request shall indicate the termination date of the leave which shall not exceed one (1) year from the commencement date.

B. Any member of the bargaining unit requesting to return to work less than three (3) months after the termination of a pregnancy must submit to the Superintendent of Schools a doctor's certification to the effect that the member of the bargaining unit is able to resume her duties. (The Board of School Directors reserve the right to have the school district physician verify the employee's ability to return to work). The Superintendent of Schools will determine the date the return to work is to become effective.

C. Unused sick leave and credit toward continuous years of service for sabbatical leave shall be restored to the member of the bargaining unit returning from child rearing leave to the extent due at the commencement of the leave.

D. The member of the bargaining unit returning from child rearing leave shall be placed in the same position held before going on leave or an equivalent position within the certification of the employee.

E. In the case of adoption of a child or children, which adoption is processed through and guided by an agency approved and authorized to do business in the Commonwealth of Pennsylvania, leave equal in all respects to that stipulated in this section shall be granted to the adopting member of the bargaining unit, except that such leave shall begin no sooner than thirty (30) days before adoption and terminate within one (1) year of the date of the commencement of the leave.

F. Where both spouses are employed by the Nazareth Area School District, it is understood between the parties to this covenant that the matter of which employee shall take a child rearing leave shall be left to the discretion of both spouses. It is understood, however, that only one (1) of the spouses shall be entitled to child rearing leave at any one given time.

§6. Sabbatical Leave

Members of the bargaining unit shall be eligible for sabbatical leave in accordance with the Public School Code of 1949, as amended. If said Code is amended during the term of this contract, the parties agree to abide by the provisions set forth therein. The parties further agree that the provisions set forth above shall be viewed as minimum standards.

§7. Tuition Credit Reimbursement

The employer will reimburse the individual members of the bargaining unit for the cost of tuition for graduate credits and associated fees such as lab and/or computer fees, but not textbooks, under the following conditions:

1. The reimbursement shall be up to a maximum of \$3,000 per year for employees defined in the Recognition Section of this agreement with the exception of long term substitutes.
2. A minimum grade of "B" must be earned in all courses for which reimbursement is to be granted.
3. A copy of the grade report or an official transcript and a copy of the bursar's receipt must accompany the written request for reimbursement of tuition costs.
4. All requests for tuition reimbursement must be received by the employer no later than sixty (60) days following the last day of the term in which the credits were earned, except that tuition reimbursement requests for credits earned during the summer must be received by the employer no later than October 15 of the same year.

5. The employer will pay valid tuition reimbursement requests within sixty (60) days following the receipt of the request.

6. This contract provision applies only to credits earned during the term of this contract. (Year is defined as contract year).

7. If special/new programs are developed in the School District, and the employee is teaching in the certified area involving these special/new programs, the Superintendent of Schools may waive the graduate credit requirement for courses if the undergraduate courses are directly related to the special/new programs.

8. Should a member of the Association leave employment in the District within two (2) years of receipt of tuition reimbursement, the following payback provisions will be enacted:

Year 1 - 50% payback to Nazareth Area School District

Year 2 - 25% payback to Nazareth Area School District

The Board may waive this requirement upon appeal of an employee due to hardship.

§8. Term Group Life Insurance

The Nazareth Area School Board will purchase and will pay the full cost of term group life insurance covering each full-time member of the bargaining unit in the amount of a minimum of \$20,000 or the salary to the nearest thousand dollar amount.

The policy will provide:

- a. Double indemnity clauses for accidental death
- b. Dismemberment provisions
- c. Extended insurance provisions
- d. Conversion privilege

Beneficiary: A member of the bargaining unit may name anyone he/she desires as the beneficiary to whom the insurance will be paid in accordance with the terms of the policy.

§9. Income Protection Plan/Sick Leave

A. The Nazareth Area School Board will purchase and will pay the full cost of an income protection plan for each member of the bargaining unit which plan shall provide the following: 60% of the bargaining unit member's monthly salary benefit toward lost income; benefits to begin after thirty (30) consecutive work days of absence due to a disability through injury or illness, with benefits continuing to social security normal retirement age; provided that benefits are issued in accordance with the insurance policy.

B. In the alternative to the above benefit, employees shall have the option of receiving payment for unused sick days for said absence due to sickness or injury. If an employee elects to receive payment for unused sick days, the thirty (30) consecutive work day waiting period shall be waived. Sick leave shall be exhausted prior to eligibility for income protection.

C. The intent of this contract provision is that under no circumstances shall an employee receive an amount that exceeds his/her per diem pay.

D. This provision shall apply with equal force to all members of the bargaining unit including, but not limited to, persons on sabbatical leave for the purpose of recovery of health and employees receiving workers compensation payments, any disability annuity from the PSERS, or any other benefit generated by District paid contributions. The employee's selection of income protection or sick leave shall be made within five (5) days of the commencement of said sickness or injury.

§10. Medical, Prescription Drug, and Dental Benefits

A. The employer provides medical, prescription drug, and dental benefits to the bargaining unit members and their dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. This Document shall be revised in accordance with the laws and/or as agreed to in writing by both parties.

B. Dependents shall mean the spouse and the unmarried dependent children under twenty-five (25) years of age. The term "children" shall mean any child who is (1) a blood descendant, (2) a legally adopted child (including a child living with the adopting parents during the period of probation), (3) a stepchild residing in the household and (4) a child permanently residing in the household in which the member of the bargaining unit is the head of household and being solely supported by the member of the bargaining unit, provided the member of the bargaining unit is related to the child by blood or marriage or is the child's legal guardian.

C. In addition to the coverage specified in the current plan, the insurance shall cover routine well physician office visits and newborn well visits which will be covered at the 80%-20% co-insurance and not subject to the annual deductible of \$250.00 per person and \$500.00 per family. All other deductibles will remain the same as in the previous agreement.

D. The District retains the right to replace the health benefits plan (dental, vision, prescription and co-pays) set forth in this Agreement with benefits plan offered on a state-wide basis once such a plan is implemented.

E. The Board shall provide major medical coverage of \$1,000,000 lifetime maximum, with a \$250.00 annual deductible for an individual and a \$500.00 maximum annual deductible per family. This coverage includes an 80%-20% co-insurance on the first \$2,000 and thereafter, 100% coverage.

§11. Cost Containment Provisions

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. For a 30-day supply of prescription drugs purchased at retail, the deductibles shall be \$10.00 for a brand name, \$5.00 for generic.
- B. Employees may elect a 90-day supply purchased through mail order at deductibles of \$20.00 for a brand name and \$10.00 for generic.
- C. Health Insurance Co-Pays: IRS Section 125 Account remains. New amounts will be divided over the twenty-six (26) pay periods. Bargaining unit members will contribute the following toward the cost of medical insurance for the life of the contract:

1% of average salary for single coverage

1.5% of average salary for family coverage

Average salary for the new school year will be based on the bargaining unit members employed as of August 1 of each year.

If the IRS disallows such a plan at any point in time during the new contract, the deductibles will be "post-tax".

§12. Dental Care Insurance

The employer will purchase and will pay the full cost of dental benefits for all members of the bargaining unit and their dependents, which are eligible, through the Employee Benefit Trust of Eastern Pennsylvania (EBTEP) and the current Plan Document. That plan shall provide a maximum benefit of \$1,500.00 per person per calendar year, and shall permit utilization of the \$1,500.00 benefit for orthodontics.

§13. Vision Care

The Nazareth Area School Board will purchase and pay the full cost of Vision Benefits of America vision care program or its equivalent, for all members of the bargaining unit and their dependents.

The Vision Benefits of America plan is subject to the terms and conditions of a Master Agreement between Nazareth Area School District and Vision Benefits of America.

§14. Insurance Coverages/Retirees

Employees who retire during the term of this agreement shall have the option of retaining membership in the Group Health, Prescription, Vision, Dental and Major Medical Insurance Plan at the employee's expense. Retirement for the purpose of this contract shall be defined as follows:

To be eligible the employee 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.

Coverage under this provision shall terminate upon the Medicare eligible age or as close thereto as is practical - the date on which said employee is eligible to join the EBTEP retired employees group. The responsibility for the transition from coverage under this agreement to group coverage under the Retired Teachers Group Plan is the sole responsibility of the employee.

The Nazareth Area School Board agrees to bill participating employees under this provision on a quarterly basis and the responsibility for making timely payments to the Nazareth Area School Board shall be solely that of the employee electing this coverage.

The parties understand that the coverages in this contract provision represent a total package and must be selected as such. Exercise of this option shall take place prior to the effective date of retirement.

Effective July 1, 1991, an employee retiring from the District having completed twenty-five (25) years of service in the Pennsylvania Public School Employee's Retirement System and who has served Nazareth Area School District successfully for fifteen (15) consecutive years, may continue to subscribe to medical insurance coverage only for the individual retiring employee at District expense for a maximum period of three (3) years from the date of retirement or to the Medicare eligible age, whichever occurs first. This provision shall not apply to coverage for the retiring employee's spouse, and also shall not apply to prescription, vision or dental insurance coverage.

§15. Salary Deductions

Employees absent for any reason not approved, and providing said employee has been properly notified that the absence is not approved, shall have salary deductions made on a per diem rate based on the number of days in the work year for members of the bargaining unit.

§16. Dues Deductions

A. The employer shall deduct Association membership dues from the salaries of the members of the bargaining unit and shall transmit the deductions to the Association provided the employer has been presented with cards signed by the individual members of the bargaining unit authorizing such deductions.

B. To qualify for deductions during the school year, payroll deduction authorization cards shall be distributed, collected and approved by the Association which shall submit the same to the employer by September 15.

C. There will be twenty (20) consecutive deductions beginning with the first check in October.

D. The monies deducted in accordance with this contract provision shall be transmitted to the Association on a monthly basis.

E. The Association shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the employer in reliance upon the payroll deduction authorization cards submitted by the Association to the employer.

F. The payroll deduction authorization forms shall be printed at the expense of the Association in the following form:

PAYROLL DEDUCTION AUTHORIZATION FORM

I hereby authorize and direct the Nazareth Area School Board to deduct from my salary and transmit the amount of money deducted for my regular membership dues as certified or as may be certified to the Nazareth Area School Board by the Authorized officers of the Nazareth Area Education Association.

This authorization to remain valid until the expiration of the present agreement between the Nazareth Area School Board and the Nazareth Area Education Association or any extension thereof unless a written revocation, giving fifteen (15) days notice, is submitted by me to the Nazareth Area School Board and the Nazareth Area Education Association.

NAME _____

ADDRESS _____

SOCIAL SECURITY NO. _____

BUILDING _____

SIGNATURE _____

DATE _____

APPROVED BY NAZARETH AREA EDUCATION ASSOCIATION:

BY _____

OFFICE _____

§17. First Commonwealth Federal Deductions

The employer agrees to make deductions from the salaries of any member of the bargaining unit authorizing such deductions for deposit in the member of the bargaining unit's account(s) with the First Commonwealth Federal.

§18. Travel

Members of the bargaining unit who are required to travel as part of their instructional assignment, or other employer business, and use their vehicle, shall be reimbursed at the IRS rate established on September 1 in each year of the agreement.

§19. Association Leave

The Nazareth Area School District will grant ten (10) days, with the understanding that no individual will be granted more than five (5) days in any school year, to the Nazareth Area Education Association for the President or his/her designee to conduct union business at the expense of the Association. The Association will reimburse the District the cost of a substitute, if needed as determined by the Administration, for such days.

APPENDIX C

HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

§1. Work Day for Members of the Bargaining Unit

A. The work day for members of the bargaining unit in the Nazareth Area School District shall be seven and one-half (7 1/2) consecutive hours in duration with one-half (1/2) hour duty-free lunch period to be included within said time allotment. The reporting and leaving time shall be established by the Superintendent of Schools.

B. During the school year, members of the bargaining unit shall be available for a maximum of three (3) meetings per month (September-May) including but not limited to staff meetings, faculty meetings, department meetings, curriculum meetings, and other meetings called by the Superintendent and/or building principal relating to instructional/management affairs of the District. These meetings will be scheduled for Mondays unless there are fewer than three (3) available Mondays during the month, in which case meetings may be scheduled for other days if the change is announced at least one week (5 work days) in advance.

C. This three (3) meeting limit does not apply to other special meetings such as: (1) meetings of the teacher leaders; (2) workshops and seminars for which teachers are excused from their normal teaching duties; (3) workshops and seminars that teachers request to attend either during or outside of the normal work day; and (4) meetings of teacher mentors and inductees.

D. Members of the bargaining unit will be available after the close of the normal work day for instructional support and/or teacher-parent meetings called by the principal, provided they are given at least a forty-eight (48) hour notice. Members of the bargaining unit shall receive compensation of twenty-five dollars (\$25.00) per hour for said meetings. The individual member of the bargaining unit will be responsible for submitting a request for payment form to the building principal.

E. Said meetings, with the exception of those for which the members of the bargaining unit are receiving additional compensation, shall not begin more than one-half (1/2) hour prior to the start of the aforementioned work day nor shall such meetings extend more than one (1) hour beyond the end of the aforementioned work day. The only exceptions being the three (3) open houses/parent-teacher conferences. In case of a staff member having a dual assignment (more than one building), the staff member will attend the open house(s) relating to the majority of his/her assignment.

F. It is recognized that the time after 6:00 p.m. on school days and all the time on Saturdays and Sundays is personal to each individual member of the bargaining unit and that the School District may not make demands upon it. This in no way precludes a member of the bargaining unit from voluntarily accepting school-related responsibilities during such personal time.

G. When schools are closed because of inclement weather, or other District-wide emergency situations, employees in the bargaining unit shall not be required to report to work. When schools are closed early, employees in the bargaining unit shall be permitted to leave fifteen (15) minutes after pupil dismissal time. If student supervision is required in an emergency situation the NASD and the NAEA will agree on a rotating supervision schedule that will insure the health, welfare, and safety of the students.

When the opening of any school day is delayed or set back a specified amount of time, the teacher work day shall also be delayed or set back an equal amount of time. In such circumstances, the usual and customary end of the teacher day shall be observed by the parties. Employees shall suffer no loss in wages, benefits, contractual or statutory advantages as a result of such work rules.

H. Uninterrupted preparation time is defined as time spent on planning classroom lessons, correcting student work, developing classroom activities, displays or other educational or student-related activities within the school setting. Preparation time is part of the teacher's normal work day. Administrative approval must be obtained prior to leaving the school premises during the work day, except during an employee's thirty (30) minute scheduled uninterrupted lunch break.

1. At the High School, on a rotating schedule each teacher will receive one block of uninterrupted preparation time on an every other student day basis and the equivalent of ½ block uninterrupted preparation time on alternating student days. All other time during the work day shall be at the District's discretion.
2. At the middle school level, each teacher will be provided on each day with uninterrupted preparation time equal to one period. All other time during the work day shall be District's discretion.
3. At the elementary level, each teacher will be provided with 40 consecutive minutes of preparation time during the student scheduled day. All other time during the work day shall be District's discretion.
4. The above provisions for preparation time apply only during a full day. These amounts may not be met on any shortened student day.

§2. **Work Year for Members of the Bargaining Unit**

The school calendar shall be developed by the Superintendent of Schools, with Board approval. Such calendar shall be:

191 days for employees without permanent certification

190 days for employees with permanent certification

The Superintendent or his designee shall be responsible to determine when the schools shall be closed.

Employees in the bargaining unit shall not be required to perform their professional duties beyond the work year as defined in the above paragraph. Employees who perform such work over the summer shall be paid at their pro rata hourly or daily rate for each hour, day or fraction thereof worked. (Employees included in this reimbursable plan include, but are not limited to Guidance Counselors and Librarians). The pro rata hourly or daily rate shall be based upon the employee's salary for the school year previously completed.

The school year for the bargaining unit members will not commence any earlier than six (6) work days before Labor Day.

APPENDIX D
GRIEVANCE PROCEDURE

§1. DEFINITIONS

A. Grievances

A "grievance" shall mean a claim by a member of the unit or a group of the same, that there has been a violation, misinterpretation, or misapplication of a term or terms of this agreement.

B. Days

The term "days" when used in this article shall, except where otherwise indicated, mean working school days, thus weekend or vacation days are excluded.

§2. GENERAL PROCEDURES

A. Days

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered a maximum, and every effort should be made to expedite the process. In the event that a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, any additional days needed shall refer to days during which the Superintendent's Office is open for business, rather than school days.

B. Unobstructed Use

It shall be the firm policy of the Board to assure to every member of the unit the unobstructed use of the grievance procedure without fear of reprisal or without prejudice in any manner to his/her professional or employment status.

C. Assistance

A grieving member or members of the unit may seek and use the assistance of a designated representative of the Nazareth Area Education Association in the presentation and for appeal of any grievance. Likewise, the party receiving the grievance or the appeal may use the assistance of a designated representative of the Nazareth Area Board of School Directors in the processing and responding to such grievance or appeal.

D. Specified Time Limits

Failure of the grieving member of the unit to proceed to the next step of the grievance procedure within the time limits set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance. Failure of an administrator at any step to communicate his/her decision to the grieving employee within the specified time limits shall award the decision to the aggrieved. All time limits may be extended by mutual agreement in writing.

E. Legal Costs

Professional legal counsel costs, if any, will be borne by the party incurring such costs.

F. Withdrawal of Grievances

Nothing herein is to preclude a grievant from withdrawing the grievance without prejudice at any step of this grievance procedure. If at any step before a decision is rendered the grievant desires to withdraw the grievance, the grievant shall submit a properly completed withdrawal request form to the person or body processing that step of the grievance. No further action or response will then be required to that grievance.

G. Forms

The Nazareth Area School District shall provide the forms needed to administer this grievance procedure.

§3. **PROCEDURES**

A. Step One

1. Presentation (written)

Any member or members of the unit may present his/her grievance to his/her immediate supervisor. Such grievance must be in writing and must state specifically:

- a. That the grievance procedure is being invoked.
- b. The nature of the grievance.
- c. The specific terms of the contract on which the grievance is based.

The grieving employee may appear alone or with a representative of the association. Presentation of the grievance must be within sixteen (16) days of the time when the professional employee could reasonably be expected to have knowledge of the grievance.

2. Superior's Decision

Within five (5) days of the receipt of the grievance, the immediate superior shall inform the grieving employee of his/her decision and shall provide same with a brief statement in writing of the reason.

B. Step Two

1. Adverse Decision Appeal

The aggrieved employee may, within ten (10) days of his/her receipt of the principal's or immediate supervisor's decision, appeal an adverse decision to the Superintendent. The appeal shall be in writing and shall set forth specifically the grievance asserted and its disposition at Step One. If a representative is to appear, his/her name shall be designated in the written appeal.

2. Hearing

Within ten (10) days of receipt of said appeal, the Superintendent or his designated representative shall conduct a hearing.

3. Hearing Participants

The immediate supervisor of the grieving employee who rendered a decision in Step One shall be given notice and the opportunity to be present and participate in the hearing.

4. Decision

Within ten (10) days of the hearing, the Superintendent shall inform the grieving employee of his decision and shall provide the same with a written statement of the reason for the decision.

C. Step Three

1. Board Hearing Request

The aggrieved employee may within ten (10) days of the notification of the disposition of his/her grievance under Step Two request a hearing by the Board at the next regular meeting or within fifteen (15) days, whichever occurs first.

2. Participants

The requirements with respect to notice of the immediate supervisor are to be the same as set forth in Step Two, except like notice and opportunity to participate shall be given to the Superintendent.

3. Board Decision

Within ten (10) days of the hearing, the Board shall inform the grieving employee of their decision and shall provide same with a written statement of the reason for the decision.

4. Board Committee

The Board may direct the hearing to be held before a committee of the Board consisting of at least three (3) members.

D. Step Four

1. Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance under Step Three, he may in a written request to the School Board, within twenty (20) days of the date of the hearing, request binding arbitration of the grievance.

b. Within fifteen (15) days of the delivery of the request for arbitration, each party shall secure the services of an arbitrator and shall meet to agree upon the services of a third arbitrator, who shall be the chairman of the tri-partite arbitration board. If such agreement cannot be reached within twenty (20) days of the request for arbitration, the parties shall notify the Bureau of Mediation of their inability to do so. The Bureau of Mediation shall then

submit to the parties the names of seven arbitrators. Each party shall alternately strike a name until one name remains. The public employer shall strike the first name. The person remaining shall be the arbitrator to complete the tri-party board.

c. Both parties shall request the arbitrators to hold hearings promptly and to issue a decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to them. The arbitrators' decision shall be in writing and shall set forth their findings of fact, reasoning, and conclusions on the issues submitted. The arbitrators shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on the parties. If it is determined by the arbitrators that the grievance fails to meet the criteria of Section 903 of Act 195, which limits arbitrable grievance to items in the collective bargaining agreement, the decision of the Board of School Directors in Step Three shall be final.

d. The costs of arbitration shall be shared equally by the parties. Fees paid to arbitrators shall be based upon a schedule established by the Bureau of Mediation.

APPENDIX E

SENIORITY

§ 1. Seniority as herein used shall mean the relative status of the member of the bargaining unit with respect to total length of service with the District from the first day the member worked for pay, since his/her last date of hire.

§2. Seniority shall continue to accrue during all approved leaves of absence including sick leave and furlough, as provided by Act 97 (1979) of the General Assembly of the Commonwealth of Pennsylvania.

§3. Seniority shall not continue to accrue for a member upon resignation by that member, discharge for just cause, failure to return from furlough after receiving at least thirty (30) days notice of the request to return, and an unauthorized failure to return on time from an authorized leave of absence.

§4. Furloughed professional employees shall be reinstated on the basis of their seniority within the school entity. No new appointment shall be made while there is a furloughed professional employee available who is properly certificated to fill such vacancy.

§5. In the event that a furloughed employee is recalled and accepts full-time employment with the district, he/she shall be placed upon the same salary step to which he/she would have been entitled had he/she been employed during the school year immediately following the year in which he/she was furloughed.

§6. Employees shall be retained on the basis of seniority rights acquired through continuous, full-time professional service in the Nazareth Area School District in any or all areas of certification. Employees may use seniority rights in any areas in which they are currently certified.

§7. Should there be more than one employee with the exact number of days of seniority, the individual(s) to be furloughed shall be determined by a random selection process (lottery) administered by the Superintendent or his designee and the President of the Association or his/her designee. The employees shall be given the opportunity of observing the random selecting (lottery) process.

§8. Within thirty (30) days following the signing of this agreement, the administration will prepare and post a schedule indicating the seniority for each member of the bargaining unit as of the date of the signing of this agreement. Such list shall be revised by the administration each semester to keep it reasonably up-to-date.

§9. The Association shall advise the administration in writing within thirty (30) days of posting of seniority inaccuracies after which time the posting becomes final. The administration shall have the obligation to investigate reported inaccuracies and adjust said list accordingly.

APPENDIX F

NAZARETH AREA SCHOOL DISTRICT **EPED PROGRAM**

§1 Guiding Premise

The extra-curricular activities of the Nazareth Area School District are a most important aspect of its educational program. Participation in extra-curricular activities contributes to the overall physical, intellectual, social and moral development of students. The District appreciates the sacrifices, hard work, and dedication of its activity sponsors and coaches in the non-classroom setting.

An important aspect of the extra-curricular program is the equitable and reasonable pay for duty performed. The EPED committee has examined a number of systems similar to the following system and has determined the points and their values (dollars per point) to bring salaries in line with approximate averages of the schools with enrollments similar to the Nazareth Area School District. Some position may be above or below the average due to expectations and duties being different, e.g. above, or below, similar positions in other districts.

§2. The EPED Committee

A committee composed of three (3) Board members, one (1) administrator, and three (3) bargaining unit members will be established each year by the Board and the Association to oversee the implementation of the EPED program, re-evaluate the point totals when needed, and make refinements to the program.

§3. Addition or Deletion of Activities

The District may establish activities not listed in the attached program. If approved, the compensation for such activities will be recommended to the Board by the EPED committee through the application of this program.

Adoption of the program does not obligate the school district to maintain all or any of the activities. The District may discontinue one or more of the activities or positions at the end of any school year without obligation to any employee for any ensuing year. Any EPED position that remains vacant for a period of two years will be eliminated.

§4. Co-Sponsored Activities

Pay and/or points will be averaged and divided equally or as agreed to by co-sponsors of an activity.

§5. Incumbents

No incumbent in a position will receive less compensation for a new contract year than they received in the previous contract year for that position, unless the duties and responsibilities for that position have diminished to the point where the EPED committee decides that less points are warranted.

§6. Method of Payment

The options listed below shall be provided as a means of payment for the compensation of Extra Pay/Extra Duty positions. The individual(s) contracted shall choose one of these options, per position, by August 15 of each year. The election of the option shall be irreversible.

OPTIONS:

1. Twenty-six (26) bi-weekly payments, coinciding with the regular payroll and commencing on the first pay in September of each year.
2. One (1) payment, disbursed in the payroll period following the completion of the contracted activity.
3. Three (3) payments, disbursed in the last payroll period in each of the following months: November, February and May.

§7. Assigned Points

The points assigned to each EPED position will not change annually. The points will remain constant except for a successful appeal to the EPED committee or a re-evaluation of the position.

§8. Appeal Process

The EPED committee will hear appeals pertaining to points assigned to specific positions. The person(s) presenting the appeal must be prepared to present their reasons for a change.

§9. Experience Factor

Coaches entering the Nazareth Area School District with previous coaching experience in another school district, or with previous experience at levels outside the scope of the Nazareth Area School District EPED program, will be assigned a level of experience based upon its evaluation by the EPED committee. This is subject to approval by the Nazareth Area School District Board of Education.

In cases of advancement to a head coaching position from an assistant position within the Nazareth Area School District at both the middle and high school levels, one year of credit will be given for every two years of service in that particular sport.

In cases of an assistant coach of a high school level sport moving to a middle school level assistant or head coaching position, the years of experience shall be given on a one-to-one basis.

In all situations not covered by the above, the EPED Committee and the Nazareth Area School District Board of Education shall determine the years of experience that each coach or advisor will receive as applied to the EPED salary scale.

In calculating the years of experience, all decimals will be dropped. An assistant coach's salary will be capped at 80% of the head coach's salary.

§10. Extended Season Compensation

If a team, competing band, or an individual is involved in a post-season competition, and has qualified to continue, the head coach, or sponsor will receive additional compensation in the amount of five percent (5%) per week or any portion thereof that the season is extended.

Assistant coaches or directors will receive one-half (1/2) the additional compensation paid the head coach or sponsor.

EPED POSITION POINTS

Following are the assigned points to each EPED position. A parenthesis behind the position indicates the number of current positions at that level with the number of points following.

<u>EPED ACTIVITY (ACADEMIC)</u>	<u>POSITION</u>	<u>SCHOOL LEVEL</u>	<u>PTS.</u>
ACADEMIC TUTORING	Tutor	ES/MS/HS	8
ART CLUB	Advisor	ES.MS.HS	6
ARTS SHOW	Coordinator	HS	5
ARTS SHOW	Assistant	ES/MS/HS	3
AUDITORIUM	Technical Advisor	HS	25
BAND - ELEMENTARY	Director	ES	5
BAND - CONTEMPORARY MUSIC	Director	HS	10
BAND - DRILL DESIGN	Technician	HS	18
BAND - MARCHING	Director	HS	35
BAND - MARCHING	Director	MS	16
BAND FRONT	Director	HS	28
BAND - PERCUSSION	Director	HS	30
BAND - PERCUSSION	Director	MS	6
BAND - VISUAL DESIGN	Technician	HS	7
BAND - MUSIC	Technician	HS	3.5
BAND - PERCUSSION	Technician	HS	3.5
BUILDERS' CLUB	Advisor	MS	4
CAREER DAY	Coordinator	HS	5
CHESS TEAM	Coach	HS	10
CHORUS	Accompanist	ES	7
CHORUS	Director	HS	16
CHORUS	Director	MS	4
CHORUS	Director	ES	8
CLASS ADVISOR - SENIOR	Advisor	HS	36
CLASS ADVISOR - JUNIOR	Advisor	HS	24
CLASS ADVISOR - SOPHOMORE	Advisor	HS	8
CLASS ADVISOR - FRESHMAN	Advisor	HS	8
CRISIS TEAM	Leader	ES	8
COMMUNICATIONS TEAM	Editor	ES/MS/HS	16
COMMUNITY SERVICE	Coordinator	HS	3
DEBATE CLUB (FORENSICS)	Advisor	HS	16
DRAMA CLUB ES	Advisor	ES	6
DRAMATICS - WARDROBE	Coordinator	HS	14
DRAMATICS	Director	HS	27
DRAMATICS	Director	MS	14
DRAMATICS	Assistant Director	MS	7
ENVIRONMENTAL CLUB	Advisor	ES	6
ENVIROTHON	Advisor	HS	6
FUNDRAISING	Coordinator	HS	4
FUT. BUS. LEAD. OF AM. (FBLA)	Advisor	HS	9
GUITAR CLUB	Advisor	HS	6
HISTORY CLUB	Advisor	HS	8
HOMEWORK CLUB	Advisor	ES	6

INTRAMURALS	Advisor	ES	5
KEY CLUB	Advisor	HS	6
KOALTY KIDS CLUB	Advisor	ES	4
MAGAZINE CAMPAIGN	Coordinator	HS	5
MATHCOUNTS MS	Coach	MS	8
MUSICAL SHOW - CHORAL	Director	HS	12
MUSICAL SHOW - INSTRUMENTAL	Director	HS	12
MUSICAL SHOW	Choreographer	HS	12
MUSICAL SHOW	Pianist	MS	8
MUSICAL SHOW - CHORAL	Director	MS	4
MUSICAL SHOW - INSTRUMENTAL	Director	MS	4
MUSICAL SHOW	Choreographer	MS	4
NATIONAL HONOR SOCIETY	Advisor	HS	4
NEWSPAPER ADVISOR	Advisor	HS	8
NEWSPAPER	Advisor	MS	6
NEWSPAPER/YEARBOOK	Advisor	ES	4
PLANETARIUM	Director	ES/MS/HS	68
PLANETARIUM	Coordinator	ES	8
ROBOTICS	Advisor	ES	6
SADD	Advisor	HS	6
SADD	Advisor	MS	6
SAP ADVISOR	Advisor	MS	6
SCHOLASTIC SCRIMMAGE	Advisor	HS	12
SCIENCE OLYMPIAD	Advisor	HS	6
SCIENCE OLYMPIAD	Advisor	MS	6
SKI CLUB	Advisor	ES	8
STAGECRAFT	Advisor	HS	25
STRING PERFORMANCE	Director	ES/MS/HS	8
STUDENT COUNCIL	Advisor	HS	12
STUDENT COUNCIL	Advisor	MS	6
STUDENT COUNCIL	Advisor	ES	6
SUMMER SCHOOL	Teacher	ES/MS/HS	10
YEARBOOK	Advisor	HS	21
YEARBOOK	Advisor	MS	6

<u>EPED ACTIVITY (ATHLETICS)</u>	<u>POSITION/SCHOOL LEVEL</u>	<u>PTS.</u>
ATHLETIC DIRECTOR	Athletic Director	50
ATHLETIC DIRECTOR - Asst.	Assistant	25
ATHLETIC EQUIPMENT	Manager	25
BASEBALL	Varsity Coach	30
BASEBALL	Varsity Asst. Varsity	25
BASEBALL	JV Coach	20
BASEBALL	JV Asst. Coach	16
BASKETBALL - BOYS	Varsity Coach	41
BASKETBALL - BOYS	Asst. Varsity Coach	34
BASKETBALL - BOYS	JV Coach	26
BASKETBALL - BOYS	9th Grade Coach	24
BASKETBALL - BOYS	8th Grade Coach	22
BASKETBALL - BOYS	7th Grade Coach	18
BASKETBALL - GIRLS	Varsity Coach	41
BASKETBALL - GIRLS	Varsity Asst. Coach	34
BASKETBALL - GIRLS	JV Coach	26
BASKETBALL - GIRLS	9th Grade Coach	24
BASKETBALL - GIRLS	MS Coach	22
BASKETBALL - GIRLS	MS Asst. Coach	18
CHEERLEADING-FOOTBALL	Varsity	14
CHEERLEADING-FOOTBALL	JV	10
CHEERLEADING-FOOTBALL	Freshman	8
CHEERLEADING-WINTER	Varsity	24
CHEERLEADING-WINTER	JV	16
CHEERLEADING-WINTER	Freshman	14
CHEERLEADING-WINTER	Competition Coach	10
CROSS COUNTRY BOYS/GIRLS	Varsity Coach	28
CROSS COUNTRY BOYS/GIRLS	MS Coach	10
FIELD HOCKEY	Varsity Coach	35
FIELD HOCKEY	Varsity Asst. Coach	18
FIELD HOCKEY	JV Coach	26
FIELD HOCKEY	MS Coach	13
FIELD HOCKEY	MS Asst. Coach	11
FOOTBALL	Varsity Coach	53
FOOTBALL	Assistant Coach	39
FOOTBALL	Assistant Coach	34
FOOTBALL	Assistant Coach	34
FOOTBALL	Assistant Coach	34
FOOTBALL	Assistant Coach	34
FOOTBALL	Assistant Coach	34
FOOTBALL	Freshman Coach	34
FOOTBALL	Freshman Asst Coach	22
FOOTBALL	MS Coach	22
FOOTBALL	MS Asst. Coach	18
GOLF	Varsity Coach	26
SOCCER - BOYS	Varsity Coach	33
SOCCER - BOYS	Var. Asst. Coach	25
SOCCER - BOYS	JV Coach	25
SOCCER - GIRLS	Varsity Coach	33
SOCCER - GIRLS	Varsity Asst. Coach	25

SOCCER - GIRLS	JV Coach	25
SOCCER - COED	MS Coach	13
SOCCER - COED	MS Asst. Coach	10
SOFTBALL	Varsity Coach	30
SOFTBALL	Varsity Asst. Coach	25
SOFTBALL	JV Coach	20
SOFTBALL	JV Asst. Coach	16
SOFTBALL	MS Coach	13
SOFTBALL	MS Asst. Coach	11
SWIMMING	Varsity Coach	30
SWIMMING	Varsity Asst. Coach	24
TENNIS - BOYS	Varsity Coach	28
TENNIS - GIRLS	Varsity Coach	28
TRACK	Varsity Coach	36
TRACK	Varsity Asst. Coach	26
TRACK	Varsity Asst. Coach	26
TRACK	Varsity Asst. Coach	26
TRACK	Varsity Asst. Coach	26
VOLLEYBALL - BOYS	Varsity Coach	37
VOLLEYBALL - BOYS	JV Coach	18
VOLLEYBALL - BOYS	MS Coach	15
VOLLEYBALL - GIRLS	Varsity Coach	37
VOLLEYBALL - GIRLS	JV Coach	18
VOLLEYBALL - GIRLS	MS Coach	15
WEIGHTLIFTING	MS/HS Coach	14
WRESTLING	Varsity Coach	45
WRESTLING	Varsity Asst. Coach	37
WRESTLING	JV Coach	35
WRESTLING	MS Coach	27
WRESTLING	MS Assistant Coach	23

VALUE IN POINT FOR EACH POINT IN DOLLARS

Following is a chart denoting dollars to be paid per point in EPED positions by contract year, years of experience in the position, and by the level of experience.

Experience		Dollar Value by School Year				
Years	Level	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011
1-2	1	131	133	136	139	141
3-4	2	144	147	150	153	156
5-6	3	155	158	161	165	168
7-8	4	165	169	172	175	179
9-10	5	174	178	181	185	189
11-15	6	185	188	192	196	200
16-20	7	197	201	205	209	213
21-25	8	207	211	215	220	224
26-30+	9	217	222	226	231	235

MEMORANDUM OF UNDERSTANDING

Re: Work Year

The parties agree that the days that bargaining unit members worked in August of 2006 which were designated on the school calendar as part of the 2006-2007 school year, will be considered part of the 2006-2007 school year. In subsequent school years, any days worked during August which are designated on the school calendar as part of the then upcoming school year shall be considered part of that school year and not part of the previous school year.

It is further agreed that the school year for the bargaining unit members will not commence any earlier than six (6) work days before Labor Day.

Nazareth Area School District

Nazareth Area Education Association

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

1. The Association agrees that in consideration for the District agreeing to add Appendix B§10C and the Memorandum of Understanding concerning Medically Necessary Determination to the collective bargaining agreement it withdraws with prejudice the grievance alleging reduction in health coverage filed on September 11, 2006.
2. The Association agrees that in consideration for the Memorandum of Understanding concerning the work year it withdraws with prejudice the grievance concerning payment for August days worked filed on September 11, 2006.

Nazareth Area School District

Nazareth Area Education Association

Date:_____

Date:_____

MEMORANDUM OF UNDERSTANDING

Re: Medically Necessary Determination

The parties agree that should a medical treatment procedure be determined to be “not medically necessary” and the treatment or procedure would have been covered but for the determination that it is not medically necessary, the following procedure will be followed after the EBTEP appeal process has been exhausted:

1. Within thirty (30) calendar days of the bargaining unit member’s receipt of denial, the Association shall notify the District of its desire to challenge the determination.
2. Within thirty (30) calendar days of the Association’s notification, the District and the Association shall meet and agree upon a physician who will review the determination, solely for the purpose of deciding whether he/she believes the procedure in dispute to be medically necessary. That mutually agreed upon physician’s determination shall be final and binding as to whether the procedure is medically necessary.
3. If the mutually agreed upon physician determines the procedure in dispute to be “medically necessary”, it shall be covered in accordance with the terms and conditions of the Master Agreement as referenced in Appendix B, §10. If the physician concludes the procedure in dispute is not medically necessary, it shall not be covered.
4. This procedure shall terminate 24 hours prior to the ending date and time of this Agreement. Upon termination, this topic shall be governed by the then prevailing procedures of the Master Agreement referenced in Appendix B, §10.

Nazareth Area School District

Nazareth Area Education Association

Date: _____

Date: _____

APPENDIX G

LUMP SUM PAYMENT

NAZARETH AREA SCHOOL DISTRICT

NAEA Teachers Contract

As per the contract:

Members of bargaining unit shall have the option of receiving a lump sum payment for the remaining salary of the contract year after the last payday in June following the close of the term. Requests for lump sum payments must be made annually in writing to the Business Administrator by **May 15th**.

Please fill out the bottom section and return it to the Business Office, Attn: Payroll Clerk, by May 15th.

I wish to receive a lump sum payment for the remaining salary for the 2006-2007 contract year.

Please Print:

Name _____

Social Security Number _____

Building _____

Date _____

Signature _____