



AGREEMENT

Between the

NAZARETH AREA SCHOOL DISTRICT

and the

NAZARETH AREA EDUCATION ASSOCIATION

2023-24

2024-25

2025-26

2026-27

2027-28

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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, 2023, and shall continue in full force and effect until 12:00 PM on August 31, 2028, 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:

Six (6) 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. Three (3) copies of the printed Agreement and one (1) electronic copy shall be given to the Association. The Association has the right to distribute the Agreement over the District's e-mail. New employees shall receive a paper copy of the Agreement at the time of hire.

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's reply will be placed in the official personnel file.

XIII. 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 27th day of September 2022.

NAZARETH AREA EDUCATION
ASSOCIATION



President of the NAEA

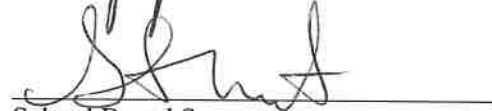


Secretary of NAEA

NAZARETH AREA SCHOOL DISTRICT



School Board President



School Board Secretary

APPENDIX A

1. 2023-24 Salary Schedule:

Each member of the Association shall increase one step from the 2022-23 year with the exception of individuals that were on Step 16 during the 2022-23 year. Individuals on Step 16 during 2022-23 will remain on Step 16 during 2023-24.

Step	B	B12	B24	M	M15	M30	M45
1	55,668	55,882	56,094	58,224	59,022	59,819	60,617
2	57,130	57,344	57,555	59,683	60,481	61,279	62,077
3	58,620	58,833	59,045	61,172	61,970	62,768	63,566
4	60,108	60,320	60,533	62,660	63,458	64,256	65,053
5	61,596	61,809	62,022	64,150	64,947	65,745	66,542
6	63,085	63,299	63,511	65,638	66,436	67,233	68,032
7	64,575	64,787	65,001	67,127	67,924	68,723	69,520
8	65,933	66,277	66,488	68,616	69,414	70,212	71,010
9		68,798	69,009	71,136	71,934	72,732	73,530
10		71,374	71,587	73,713	74,512	75,309	76,106
11		74,210	74,423	76,551	77,348	78,146	78,944
12		78,176	78,176	80,303	81,100	81,898	82,696
13		82,424	82,424	84,552	85,349	86,146	86,945
14		86,679	86,679	88,806	89,603	90,401	91,199
15		90,933	90,933	93,060	93,858	94,654	95,453
16		97,676	97,676	99,879	100,499	101,118	101,753

2. 2024-25 Salary Schedule:

Each member of the Association shall increase one step from the 2023-24 year with the exception of individuals that were on Step 16 during the 2023-24 year. Individuals on Step 16 during 2023-24 will remain on Step 16 during 2024-25.

Step	B	B12	B24	M	M15	M30	M45
1	56,253	56,468	56,683	58,836	59,642	60,447	61,253
2	57,730	57,946	58,160	60,309	61,116	61,922	62,729
3	59,236	59,450	59,665	61,815	62,620	63,427	64,233
4	60,739	60,954	61,168	63,318	64,125	64,931	65,736
5	62,243	62,458	62,674	64,823	65,629	66,435	67,241
6	63,747	63,963	64,178	66,327	67,133	67,939	68,746
7	65,253	65,467	65,683	67,832	68,638	69,444	70,250
8	66,625	66,973	67,186	69,336	70,143	70,949	71,756
9		69,520	69,734	71,883	72,689	73,496	74,302
10		72,124	72,338	74,487	75,294	76,100	76,906
11		74,989	75,205	77,354	78,160	78,966	79,773
12		78,997	78,997	81,146	81,951	82,758	83,564
13		83,290	83,290	85,439	86,245	87,051	87,858
14		87,589	87,589	89,738	90,544	91,350	92,157
15		91,888	91,888	94,038	94,843	95,648	96,455
16		99,630	99,630	101,877	102,508	103,140	103,788

3. 2025-26 Salary Schedule:

Each member of the Association shall increase one step from the 2024-25 year with the exception of individuals that were on Step 16 during the 2024-25 year. Individuals on Step 16 during 2024-25 will remain on Step 16 during 2025-26.

Step	B	B12	B24	M	M15	M30	M45
1	56,815	57,033	57,250	59,424	60,238	61,052	61,866
2	58,308	58,526	58,741	60,912	61,727	62,541	63,356
3	59,828	60,045	60,262	62,433	63,247	64,062	64,875
4	61,346	61,563	61,780	63,951	64,766	65,580	66,394
5	62,866	63,082	63,300	65,471	66,285	67,099	67,913
6	64,385	64,603	64,820	66,991	67,805	68,619	69,433
7	65,905	66,122	66,340	68,510	69,324	70,139	70,953
8	67,291	67,642	67,858	70,029	70,844	71,658	72,473
9		70,215	70,431	72,602	73,416	74,231	75,045
10		72,845	73,062	75,232	76,047	76,861	77,675
11		75,739	75,957	78,128	78,942	79,756	80,571
12		79,787	79,787	81,958	82,771	83,586	84,399
13		84,123	84,123	86,294	87,108	87,922	88,736
14		88,465	88,465	90,636	91,450	92,264	93,079
15		92,807	92,807	94,978	95,792	96,605	97,420
16		101,164	101,164	103,446	104,087	104,728	105,386

4. 2026-27 Salary Schedule:

Each member of the Association shall increase one step from the 2025-26 year with the exception of individuals that were on Step 16 during the 2025-26 year. Individuals on Step 16 during 2025-26 will remain on Step 16 during 2026-27.

Step	B	B12	B24	M	M15	M30	M45
1	57,951	58,174	58,395	60,613	61,443	62,273	63,103
2	59,474	59,696	59,916	62,131	62,962	63,792	64,623
3	61,024	61,246	61,467	63,681	64,512	65,343	66,173
4	62,573	62,794	63,016	65,230	66,061	66,891	67,722
5	64,123	64,344	64,566	66,781	67,611	68,441	69,271
6	65,673	65,895	66,116	68,331	69,161	69,991	70,822
7	67,223	67,445	67,667	69,880	70,710	71,542	72,372
8	68,637	68,995	69,216	71,430	72,261	73,091	73,923
9		71,620	71,840	74,054	74,884	75,716	76,546
10		74,302	74,523	76,737	77,568	78,398	79,228
11		77,254	77,476	79,691	80,521	81,351	82,182
12		81,383	81,383	83,597	84,426	85,257	86,087
13		85,805	85,805	88,020	88,850	89,680	90,511
14		90,234	90,234	92,449	93,279	94,109	94,940
15		94,663	94,663	96,878	97,708	98,537	99,368
16		103,339	103,339	105,670	106,325	106,980	107,652

5. 2027-28 Salary Schedule:

Each member of the Association shall increase one step from the 2026-27 year with the exception of individuals that were on Step 16 during the 2026-27 year. Individuals on Step 16 during 2026-2027 will remain on Step 16 during 2027-28.

Step	B	B12	B24	M	M15	M30	M45
1	59,632	59,861	60,088	62,370	63,225	64,079	64,933
2	61,198	61,427	61,654	63,932	64,788	65,642	66,497
3	62,794	63,022	63,250	65,528	66,382	67,238	68,092
4	64,388	64,615	64,843	67,122	67,977	68,831	69,686
5	65,982	66,210	66,439	68,718	69,572	70,426	71,280
6	67,577	67,806	68,033	70,312	71,166	72,021	72,876
7	69,173	69,400	69,629	71,907	72,761	73,616	74,471
8	70,628	70,996	71,223	73,501	74,357	75,211	76,066
9		73,697	73,923	76,202	77,056	77,911	78,766
10		76,457	76,684	78,962	79,817	80,671	81,526
11		79,494	79,723	82,002	82,856	83,710	84,565
12		83,743	83,743	86,021	86,874	87,730	88,584
13		88,293	88,293	90,572	91,426	92,281	93,136
14		92,851	92,851	95,130	95,984	96,838	97,693
15		97,408	97,408	99,687	100,541	101,394	102,250
16		106,181	106,181	108,576	109,249	109,922	110,613

6. 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.

7. Method of Payment:

The first payday shall be the first scheduled payroll in September to be two (2) weeks following the last payroll of the previous year for those on twenty-six (26) pay cycle and each second Thursday thereafter for a maximum of twenty-six (26) payments.

In the event there would be an anticipated twenty-seven (27) pay year, the bargaining unit member will still receive twenty-six (26) payments. An adjustment of one day per pay cycle will be made over the course of the last five pay periods.

If a payday should occur on a Federal holiday, the deposit shall be given on the last business 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 in writing, on a form (Appendix B) provided by the District, to the Payroll Specialist by August 1 prior to the start of that school year.

In the situation of a new employee, he/she must make his/her request for lump sum payment prior to his/her first day of actual work. If an employee does not elect to receive a lump sum payment, he/she shall be paid for a maximum of twenty-six (26) payments. Once made, an election will continue to be given effect until revoked in writing.

All elections and revocations of previous elections must be made by August 1 prior to the contract year in which they will be given effect. AN ELECTION (OR REVOCATION THEREOF) FOR A GIVEN CONTRACT YEAR, ONCE MADE, IS IRREVOCABLE FOR THE CONTRACT YEAR.

An employee who separates from service prior to the end of the school year will be paid in a lump sum at the time of separation for any remaining salary owed to him/her as of the date of his/her separation from service. The definition of school year is the school calendar as approved by the Board. The definition of separation of service is set forth in the Internal Revenue Code under section 409A. The regulations generally state that an employee "separates from service" with the employer if the employee "dies, retires, or otherwise has a termination of employment with the employer", subject to exceptions for certain kinds of temporary leave.

In the case of an extreme emergency, the payday may be extended up to two days, provided that the employer has made every effort to meet that scheduled payday. Examples of extreme emergencies would be, and not limited to: extensive power outages within the district or at the location of the payroll system, and/or severe weather conditions which would limit travel.

As of the execution of this Agreement all members of the bargaining unit will be required to participate in the District's direct deposit system. The District will comply with all State and Federal regulations in reference to the guidelines for payroll accounting/distribution.

The District will permit each bargaining unit member to have a choice of a combination of up to three accounts and/or institutions.

8. 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 E.

9. Teacher Leaders:

The Board of School Directors, upon the recommendation of the Superintendent of Schools, shall appoint teacher leaders on yearly contracts. The individuals 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.

10. Long Term Substitutes:

Long-term substitutes are those employees hired to fill positions of another employee on a temporary basis for seventy (70) days or longer. Days as used herein and hereafter in this section shall be interpreted as student instructional days.

Long-term substitutes shall be placed on Step one of the Salary Schedule and be recognized for additional credits that they may have earned. 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.

Long-term substitutes shall receive medical benefits as provided for in this Agreement. Employees who are employed from seventy (70) 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.

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 pro-rated for the period of employment.

APPENDIXB
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:

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.

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/her designee for consideration of personal leave prior to September 15 and after May 31, providing the employee has not used all personal leave days.

Personal leave will be granted with the following daily limitations in effect: seven (7) from the Senior High School; five (5) from the Middle School; six (6) from the Intermediate School; three (3) from Shafer; two (2) from Butz; and two (2) from Lower Nazareth.

The daily limitation may be waived by the Superintendent or his/her 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.

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.

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.

Members of the bargaining unit shall be permitted to use up to five (5) of their sick leave days for illness of an immediate family member within one contractual year. Family sick leave is not accumulative from year-to-year. Immediate family members are defined in the Bereavement Leave section of the Agreement.

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, step-father, step-mother, step-son, step-daughter, step-brother, step-sister 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/her 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 shall keep all compensation received for his/her jury duty services. In addition hereto, all employee benefits shall continue throughout any term of jury duty regardless of length of said term.

Upon return to work the employee shall be required to provide written proof that he/she participated in jury duty listing the days served to the Superintendent and/or designee.

5. Child Rearing Leave:

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

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.

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.

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.

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.

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.

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. FMLA Leave:

The District will abide by all FMLA requirements. FMLA shall be offered concurrently with all applicable compensated time off. Bargaining unit members that resign at the end of an FMLA leave shall be required to reimburse the District for all medical, prescription, vision, dental, life and income protection insurances that were provided during the FMLA leave. In the event a bargaining unit member's resignation is caused by divorce, need to attend to the medical condition of a spouse, parent or child, transfer of a spouse's job, service in the armed services of the United States, or for medical reasons, reimbursement will not be sought.

7. 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.

8. 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:

The reimbursement for pre-approved courses shall be up to a maximum of three thousand (\$3,000) dollars per contract year for employees defined in the Recognition Section of this Agreement with the exception of long-term substitutes. Courses not preapproved shall not be considered for reimbursement. Pre-approval is at the sole discretion of the Superintendent. If a course is recognized within a Master's degree program, the pre-approval requirement is satisfied.

A minimum grade of "B" must be earned in all courses for which reimbursement is to be granted.

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.

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.

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

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.

Should a member of the Association leave employment in the District within three (3) years of receipt of tuition reimbursement, the following payback provisions will be enacted:

Year 1 - 100% payback to Nazareth Area School District

Year 2 - 75% payback to Nazareth Area School District

Year 3 - 50% payback to Nazareth Area School District

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

In the event a bargaining unit member's resignation is caused by divorce, need to attend to the medical condition of a spouse, parent or child, transfer of a spouse's job, service in the armed services of the United States, or for medical reasons, reimbursement will not be sought.

9. 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 their salary to the nearest thousand dollar amount.

The policy will provide:

Double indemnity clauses for accidental death

Dismemberment provisions

Extended insurance provisions

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.

The claim will be handled in accordance with the procedures of the insurance policy which may be modified by the insurance company from time-to-time.

10. Income Protection Plan/Sick Leave:

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: sixty (60) percent 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.

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.

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

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.

The claim will be handled in accordance with the procedures of the insurance policy which may be modified by the insurance company from time-to-time.

11. Medical, Prescription Drug, and Dental Benefits:

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.

Dependents shall mean the current spouse of an employee and the unmarried dependent children of the employee who have not attained the age of 26. The term "children" shall mean any child who is (1) a biological child, (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.

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. (This coverage includes an 80%- 20% co-insurance on the first \$2,000 and thereafter, 100% coverage.) All other deductibles will remain the same as in the previous agreement. (Does not apply to the PPO plan.)

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.

12. 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 future increases in these costs:

For a 30-day supply of prescription drugs the deductibles shall be \$10.00 for a brand name, \$5.00 for generic.

For a 90-day supply of prescription drugs the deductibles shall be \$20.00 for a brand name, \$10.00 for generic.

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 extension:

Members of the bargaining unit as of June 30, 2019 will have the option each year during the open enrollment period of choosing the Traditional Plan or the PPO plan.

During the annual open enrollment period the administration will offer voluntary, after work hours information sessions for members of the bargaining unit to attend. Such meeting will provide information to the bargaining unit members that will enable them to make an education decision in respect to which option is best for their situation.

Traditional Plan Premium Shares (per-pay/26 pay period):

	23-24	24-25	25-26	26-27	27-28
Single	\$ 50.99	\$ 50.99	\$ 51.49	\$ 51.49	\$ 51.49
H/W	\$ 122.52	\$ 122.52	\$ 123.74	\$ 123.74	\$ 123.74
P/C	\$ 87.59	\$ 87.59	\$ 88.46	\$ 88.46	\$ 88.46
P/CC	\$ 101.30	\$ 101.30	\$ 102.31	\$ 102.31	\$ 102.31
Family	\$ 133.33	\$ 133.33	\$ 134.66	\$ 134.66	\$ 134.66

New Employees:

The Traditional Plan is closed to new enrollees employed after June 30, 2019 therefore, they must elect the PPO plan.

PPO Plan Premium Shares (per-pay/26 pay period):

	23-24	24-25	25-26	26-27	27-28
Single	\$ 31.90	\$ 31.90	\$ 32.21	\$ 32.21	\$ 32.21
H/W	\$ 76.23	\$ 76.23	\$ 76.99	\$ 76.99	\$ 76.99
P/C	\$ 53.22	\$ 53.22	\$ 53.75	\$ 53.75	\$ 53.75
P/CC	\$ 61.47	\$ 61.47	\$ 62.08	\$ 62.08	\$ 62.08
Family	\$ 85.13	\$ 85.13	\$ 85.98	\$ 85.98	\$ 85.98

PPOPLAN:

In addition to the coverage specified in the current plan, the employer will provide a PPO Plan each year of the Agreement with an in-network annual medical deductible of five hundred (\$500) dollars for each covered individual in the plan and children under age twenty-six (26) years as defined in the ACA. Regular office visits with a primary care doctor will require a twenty dollars (\$20) copay, while office visits for specialists will require a thirty dollars (\$30) copay. See the simplified chart below for a brief summary of these and other key medical benefit provisions

Medical Benefits:	In Network	Out of Network
	\$500 per person	\$1,000 per person
Deductibles	\$1,000/family	\$3,000/family
Coinsurance	0%	20%
Coinsurance Out of Pocket Max	n/a	\$2,000/\$6000
Emergency Room Copay	\$100-waived if admitted	
OV Copay/Specialist Copay	\$20/\$30	30%
Urgent Care Copay	\$40	30%

OOP MAX SINGLE: \$3,675

OOP MAX FAMILY: \$7,350

The district will also apply standard prescription drug utilization management programs including the following:

- Mandatory Specialty Pharmacy distribution
- Mandatory Generic Policy
- Step Therapy for select classes of medication
- Drug quantity limits for certain high cost
- Note: Any prescribed medication currently being taken by employees as of the ratification of the Agreement shall be grandfathered into the Step Therapy program.

13. Dental Care Insurance:

The employer will purchase and will pay the full cost of dental benefits for all full-time 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.

14. 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.

15. 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.

16. 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.

17. Dues Deductions:

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 a list from the union of the employees' names and amounts to be deducted.

The Association must present the District with this list by September 15th.

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

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

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 list submitted by the Association to the employer.

18. Travel:

Members of the bargaining unit who are required to travel as part of their instructional assignment, or other employer business with prior approval, 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.

20. Seniority:

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.

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.

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) day notice of the request to return, and an unauthorized failure to return on time from an authorized leave of absence.

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.

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.

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.

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.

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.

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.

21. Lump Sum Payment:

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 August 1 prior to the start of that school year,

I hereby elect to be paid my annual salary by the Nazareth Area School District for this school year as follows:

12-month payment option with lump sum payment in June:

Payment over twelve months in equal installments every two weeks beginning in the month of September or on the date specified in any applicable collective bargaining agreement, with the final single lump sum payment in June encompassing all remaining payments due for the final two months of the 12-month payment period. Such option shall be agreed to by the District or provided for by any applicable collective bargaining agreement, but the employer shall retain full discretion to pay the amount of this lump sum in the form of equal bi-weekly payments over the final 2 months of the 12-month payment period,

This notice is irrevocable and may not be changed or withdrawn after the beginning of the school year in which I am working,

This notice shall have no effect if not received in the Business Office by August 1 prior to the start of that school year,

In the event a separation from service occurs before the end of the 12-month payment period, I will be entitled to an additional payment for the amount I have actually earned from the beginning of the 12-month pay period until the date of my separation from service, but which has not yet been paid. This additional payment will be included in my final paycheck. For this purpose, "separation from service" shall have the same meaning as that term is defined in section I, 409A-1(h) of the Treasury Regulations

Name _____

Building _____

Date _____

Signature _____

APPENDIX C

HOURS OF WORK AND OTHER CONDITIONS OF EMPLOYMENT

1. Work Day for Members of the Bargaining Unit:

The work day for members of the bargaining unit in the Nazareth Area School District shall be seven and one-half (7 ½) 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.

Each member of the bargaining unit shall be required to complete 45 hours of professional development each year. As part of this obligation, members of the bargaining unit shall be available for staff meetings, faculty meetings, department meetings, curriculum meetings and other meetings called by the Administration relating to instruction/ management affairs of the District.

Faculty meetings shall be no more than one hour. All other meetings shall be no more than one and one half hours (1 ½) unless agreed to by both parties.

Faculty meetings lasting one hour or less shall count as one (1) hour and all other meetings shall count as one and one half hours (1 ½) towards the 45 hours.

The Administration shall announce all meetings at least thirty (30) calendar days in advance and no meeting shall be scheduled on a Friday.

It shall be the responsibility of the Administration to record those in attendance at these meeting. It shall be the responsibility of each member of the bargaining unit to maintain a record of their professional development hours through a source provided by the District and submit it to their building principal by May 1st each year.

Members of the bargaining unit that complete their 48 45 hours of professional development prior to the close of the school year, as defined in Appendix C, section 2, shall not be required to attend any additional meetings other than those for which they receive additional compensation.

Members of the bargaining unit shall 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 thirty eight dollars (\$38) per hour for said meetings. During the duration of the contract, said rate shall increase by \$1.00 per year. The individual member of the bargaining unit will be responsible for submitting a request for payment form to the building principal.

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 and one half (1 ½) hours beyond the end of the aforementioned work day.

The only exceptions being the three (3) open house/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. Parent-teacher conference days may only be scheduled up to 4:00 p.m. Early release time shall be provided on the following days: the last school day prior to Thanksgiving break, Winter break and a date to be determined in the Spring. The release time shall be provided at the end of the student day.

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.

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 and benefits. Contracted or statutory advantages as a result of such work rules.

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. Said activities must be given a priority over other student-related activities that receive additional compensation. 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.

At the High School level only, on a rotating schedule each member will receive one block of uninterrupted preparation time on an every other student day basis and the equivalent of one-half (1/2) block uninterrupted preparation time on alternating student days. All other time during the work day shall be at the District's discretion.

At the Middle School level only, each member will be provided on each day with uninterrupted preparation time equal to one period. All other time during the work day shall be at the District's discretion.

At the Intermediate and Elementary level only, each member will be provided with forty (40) consecutive minutes of preparation time during the student scheduled day. All other time during the work day shall be at the District's discretion.

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. The calendar will be based on 189 work days for members of the bargaining unit. The 189 days will be developed in the following manner:

180 student days

2 days of room prep prior to the start of student school year in which the administration may have a District-Wide activity on one day and a faculty meeting on the second day. Neither of these activities may exceed 1.5 hours.

1 day designated to grades on the final day of the year.

3 six (6) hour in service days, which shall count toward the required 48 hours of professional development. The three (3) days shall be offered as follows:

Day 1: The Tuesday, two weeks prior to Labor Day

Day 2: The Wednesday, two weeks prior to Labor Day

Day 3: Veteran's Day

During the contract, each work year will begin as follows:

- o One Week prior to Labor Day Monday
 - Monday: First All-Student Day
 - Tuesday: Second All-Student Day
 - Wednesday: Third All-Student Day
 - Thursday: Fourth All-Student Day
 - Friday: No School for Students and Staff
- o Two Weeks prior to Labor Day Monday
 - Monday: No School for Students and Staff
 - Tuesday: Required six (6) hour in service day
 - Wednesday: Required six (6) hour in service day
 - Thursday: District-wide Activity-Classroom Set-up
 - Friday: Building-wide Activity-Classroom Set-up
- o Three six (6) hour in service days, which shall count toward the required forty five (45) hours of professional development. The three (3) days shall be offered as follows:
 - Day One: The Tuesday, two weeks prior to Labor Day
 - Day Two: The Wednesday, two weeks prior to Labor Day
 - Day Three: Veteran's Day
 - Columbus Day will be a day off for all teachers.
 - Martin Luther King Jr. Day will be a day off for all teachers.
 - Thanksgiving Monday will be a day off for all teachers.

Professional Development Provisions:

Each employee shall be required to complete 45 hours of professional development every year in the following manner:

- Participate in three (3) six (6) hour in service days. *(Total 18 hours)*
- Participate in one (1) electronic District faculty meeting in September that shall not exceed one (1) hour. *(Total 1 hour)*
- Participate in eight (8) building faculty meetings October to May that shall not exceed one (1) hour *each. (Total 8 hours)*
- Participate in six (6) after school meetings that shall not exceed 1.5 hours each and will not be offered on Fridays. *(Total 9 hours)*

- Obtain nine (9) hours of District Approved Professional Learning Opportunities. Must be completed by May 1st. *(Total 9 hours)*

Professional staff members may select from any combination of the below options to satisfy the District Approved Professional Learning Opportunities. Examples of District Approved Professional Learning Opportunities include:

- District online learning opportunities
- District workshops**
- Book Studies*
- Professional Learning Communities*
- Curriculum Development*
- Out-of-district workshops*

* Must be pre-approved by appropriate central office administrator.

** Workshops scheduled after school hours shall not exceed 2 hours. Workshops lasting two hours or less shall count as two (2) hours.

Professional Staff can begin to accrue District Approved Professional Learning Opportunity hours after the last teacher day of the current school year.

Professional staff must register for District Approved Professional Learning Opportunities through My Learning Plan.

Make-up sessions will be offered for District Approved Professional Learning Opportunities after the last teacher day of the current school year.

Day 1: six (6) hour day

Day 2: three (3) hour day

Employees in the bargaining unit shall not be required to perform their professional duties beyond the work year as defined above. 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 or use said time towards required professional development hours. (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.

APPENDIX D

GRIEVANCE PROCEDURE

1. DEFINITIONS:

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.

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:

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.

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.

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.

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.

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

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.

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

3. PROCEDURES:

Step One:

Presentation (written):

The Association and/or 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:

That the grievance procedure is being invoked.

The nature of the grievance.

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. A representative of the Association may also present the grievance. Presentation of the grievance must be within sixteen (16) days of the time when the Association or professional employee could reasonably be expected to have knowledge of the grievance.

Superior's Decision:

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

Step Two:

Adverse Decision Appeal:

The Association and/or 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.

Hearing:

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

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.

Decision:

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

Step Three:

Board Hearing Request:

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

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.

Board Decision:

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

Board Committee:

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

Step Four:

Arbitration:

If the Association is not satisfied with the disposition of the 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.

The referral to arbitration shall be made to the Pennsylvania Bureau of Mediation, in accordance with the rules and regulations.

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.

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.

If the written response from the District is not received within the time limits established at any of the steps of the grievance process, the Association shall be granted the requested action, without prejudice to the District's future position. If the Association does not proceed to the next step within the time limits established at any of the steps of the grievance process, the grievance shall be resolved based on the District's last response.

APPENDIX E

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:

Twenty-six (26) bi-weekly payments, coinciding with the regular payroll and commencing on the first pay in September of each year.

One (1) payment, disbursed in the payroll period following the completion of the contracted activity.

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.

EPED ACTIVITY (ACADEMIC)}	POSITION	SCHOOL	PTS.
		LEVEL	
ACADEMIC TUTORING	Tutor	MS/HS	8
ART CLUB	Advisor	MS	6
ART CLUB	Advisor	HS/IS	4
ARTS SHOW	Coordinator	HS	5
ARTS SHOW	Coordinator	ES/IS/MS/HS	3
AUDITORIUM	Technical Advisor	HS	31
AUDITORIUM	Technical Advisor	MS	31
BAND MUSIC DESIGN	Director	HS	12
BAND - DRILL DESIGN	Technician	HS	30
BAND - MARCHING	Director	HS	56
BAND - MARCHING	Director	MS	16
BAND	Director	IS	5
BAND COLORGUARD	Technician	HS	20
BAND COLORGUARD	Technician	MS	6
BAND - PERCUSSION	Director	HS	26
BAND - PERCUSSION	Director Assistant	HS	10
BAND - VISUAL DESIGN	Technician	HS	24
BAND-MUSIC	Technician	HS	10
BAND-MUSIC	Technician	HS	8
BEST BUDDIES	Advisor	MS	7
BUILDERS' CLUB	Advisor	MS	4
CHESS TEAM	Coach	HS	10
CHORUS	Accompanist	MS/HS	6
CHORUS	Accompanist	IS	7
CHORUS	Director	HS	16
CHORUS	Director	MS	4
CHORUS	Director	IS	8
CLASS ADVISOR - SENIOR	Advisor	HS	18
CLASS ADVISOR - JUNIOR	Advisor	HS	24
CLASS ADVISOR - SOPHOMORE	Advisor	HS	8
CLASS ADVISOR - FRESHMAN	Advisor	HS	8
COMMENCEMENT	Coordinator	HS	18
COMMUNITY SERVICE	Coordinator	HS	3
DEBATE CLUB (FORENSICS)	Advisor	HS	16
DRAMA CLUB	Advisor	IS	6
DRAMA CLUB - ACCOUNT MANAGER	Advisor	HS	6
DRAMATICS	Director	HS	39
DRAMATICS	Director	MS	14
DRAMATICS	Assistant Director	MS	9
ENVIRONMENTAL CLUB	Advisor	IS	6
ENVIROTHON	Advisor	HS	6
FUNDRAISING	Coordinator	MS	9
FUT. BUS. LEAD. OF AM. (FBLA)	Advisor	HS	9

GAY, STRAIGHT ALLIANCE CLUB	Advisor	HS	0
HISTORY CLUB	Advisor	HS	8
INTRAMURALS	Advisor	IS	5
KEY CLUB	Advisor	HS	6
KEY CLUB	Advisor	MS	4
KOALTY KIDS CLUB	Advisor	SES/IS	4
MAGAZINE CAMPAIGN	Coordinator	HS	5
MOCK TRIAL	Advisor	HS	5
MUSICAL SHOW - CHORAL	Director	HS	17
MUSICAL SHOW - INSTRUMENTAL	Director	HS	10
MUSICAL SHOW	Choreographer	HS	11
MUSICAL SHOW ASSISANT	Choreographer	HS	6
MUSIC SHOW FRONT HOUSE	Coordinator	MS	4
MUSICAL SHOW - STAFF ASSISTANT	Advisor	HS	6
MUSICAL SHOW -COSTUME DESIGN	Advisor	HS	4
MUSICAL SHOW - CHORAL	Director	MS	6
MUSICAL SHOW-STAGING	Director	MS	4
MUSICAL SHOW	Choreographer	MS	4
NATIONAL HONOR SOCIETY	Advisor	HS	4
NATIONAL JUNIOR HONOR SOCIETY	Advisor	MS	4
NEWSPAPER	Advisor	HS	8
NEWSPAPER	Advisor	MS	6
NEWSPAPER/YEARBOOK	Advisor	BES/IS	4
NEWSPAPER/YEARBOOK	Advisor	SES	6
PLANETARIUM	Director	ES/MS/HS	34
ROTARY INTERACT	Advisor	IS/HS	4
SADD	Advisor	HS	6
SADD	Advisor	MS	6
SAP ADVISOR	Advisor	MS	6
SCHOLASTIC SCRIMMAGE	Advisor	HS	12
SCIENCE OLYMPIAD	Advisor	HS	6
SKICLUB	Advisor	IS	24
SPECIAL OLYMPICS	Advisor	HS/MS	6
STAGECRAFT	Advisor	HS	16
STRING PERFORMANCE	Director	ES/MS/HS	8
STUDENT COUNCIL	Advisor	HS	6
STUDENT COUNCIL	Advisor	MS	6
STUDENT COUNCIL	Advisor	IS	6
STUDENT CLUBS	Advisor	ES	6
SUMMER SCHOOL	Teacher	ES/MS/HS	10
YEARBOOK	Advisor	HS	21
YEARBOOK	Advisor	MS	6
YEARBOOK	Advisor	BES	4

EPED ACTIVITY (ATHLETICS)	POSITION/SCHOOL LEVEL	PTS.
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	2023-24	2024-25	2025-26	2026-27	2027-28
1-2	1	148	149	150	151	152
3-4	2	163	164	165	166	167
5-6	3	176	177	178	179	180
7-8	4	186	187	188	189	190
9-10	5	196	197	198	199	200
11-15	6	207	208	209	210	211
16-20	7	220	221	222	223	224
21-25	8	231	232	233	234	235
26-30+	9	242	243	244	245	246

