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**AGREEMENT
BETWEEN THE NORRISTOWN AREA SCHOOL DISTRICT
AND THE EDUCATION ASSOCIATION OF NORRISTOWN AREA**

WHEREAS, it is recognized by the parties hereto that the quality of the educational programs conducted in the public schools of the Norristown Area School District depends essentially upon the quality of the professional services. The Board and the Association accept the development and operation of quality educational programs, at cost consistent with community resources, for the community and all of its students as a common goal. The Board and the professional staff can best discharge their responsibilities toward the common goal by considering the duties, the abilities, the experience, and the judgment of all parties before formulating policies or making decisions which involve matters of educational concern.

The parties accept the right and the obligation of the Board to determine, set forth, and update the objectives of the schools and to establish policies and rules and regulations or the management of the affairs of the District. The Board shall hear the advice of the professional staff concerning Board policies, policy decisions and administrative procedures pertaining to the professional staff prior to their adoption.

The parties accept the right and the obligation of the professional staff to implement the objectives established by the Board, to be bound by the policies established by the Board, to maintain professional improvement toward achieving the common goal, and to use its authority to police itself with regard to the previously stated obligations and its general obligation to the profession. Freedom to use his/her professional discretion in the achievement of the pre-established objectives for the professional employee's assignment is hereby recognized, as is his/her accountability for the extent to which those objectives are met. Unbiased treatment of relevant controversial issues and the presentation of the personal opinion, so identified, shall not be subject to censorship or censure.

ARTICLE I
RECOGNITION

This Agreement is made by and between the Board of Directors of the Norristown Area School District (hereinafter referred to as the "Board"), and the Education Association of Norristown Area (hereinafter referred to as the "Association" or "Professional Employees").

For the duration of the Agreement, subject to the text of Act 195, the Board hereby recognizes the Education Association of Norristown Area as the exclusive representative for collective bargaining for all employees included in the certified bargaining unit.

A copy of the unit certification will be appended to the contract.

ARTICLE II
TERM OF AGREEMENT

This Agreement shall be in full force and effect from September 1, 2005 through August 31, 2010.

ARTICLE III
MAINTENANCE OF MEMBERSHIP

The parties agree that all employees who are under Act 195, and who are dues-paying members of the association, shall be subject to Article III, Subsection (18) of the Public Employee Relations Act (Maintenance of Membership) providing that:

"...all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the provision that any such employee or employees may resign from such employee organization during a period of fifteen days prior to the expiration of any such agreement."

ARTICLE IV
WAIVERS

The parties agree that they have reduced to writing or covered through the "Meet and Discuss" process, all negotiable items discussed during the negotiations leading to this Agreement and that, subject to the conditions listed below, no additional negotiations will be conducted upon any item for this Agreement, whether it be contained herein or not, during the life of the Agreement.

Conditions:

1. If the parties enter into an Agreement of more than one (1) year's duration, and
2. If any item upon which the Board may not now be required to negotiate is, by final action of the PLRB or a final decision of the courts, denied that status, then the parties will enter into negotiations concerning such item. If such negotiations result in agreement concerning a contract provision, such provision shall be placed into effect at the next contract anniversary date and shall become a part of this Agreement. If such change occurs during the last year of a multi-year contract, the negotiated provision shall be placed into effect at the time agreement is reached.

ARTICLE V

NO LOCK OUT - NO STRIKE PROVISION

Both parties agree to abide by the provisions of Act 195, the Pennsylvania Public Employee Relations Act and Act 88. As a condition of the various provisions of this Agreement, the employer pledges that it will not conduct, or cause to be conducted, a lock out during the term of the Agreement. The bargaining agent pledges that Professional Employees will not engage in a strike (as that term is defined in Act 195 and Act 88) during the term of the Agreement.

ARTICLE VI

STATUTORY SAVINGS CLAUSE

The parties hereto shall not, in the absence of direct and specific reference herein to the contrary, be deemed to have waived any rights granted, conditions established, or duties imposed by (a) Act 195, the Public Employee Relations Act and interpretations thereof by the Pennsylvania Labor Relations Board, or (b) the School Laws of Pennsylvania and interpretations thereof by the Secretary of Education or the Courts of the Commonwealth. Considerations covered by this clause, having other recourse, shall not be subject to the grievance procedure or to arbitration.

ARTICLE VII

SEPARABILITY

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

ARTICLE VIII
ASSOCIATION CONSIDERATIONS

- A. Without specific permission from the Office of the Superintendent, there shall be no bargaining unit business or activity conducted during employment hours.
- B. During the term of this Agreement, the President of the Education Association of Norristown Area shall, at his/her discretion, be allowed up to fifteen (15) days leave in full day increments to conduct bargaining unit business. The Association shall reimburse one-half the current substitute rate to the District.
- C. The Board shall grant not more than sixteen (16) days for eight (8) delegates to P.S.E.A. conventions each year. The Association will reimburse one-half the current substitute rate to the District.

ARTICLE IX
PROFESSIONAL RIGHTS AND OBLIGATIONS

The parties agree that those professional rights and obligations made a part of this Agreement are accurately reflected in Appendix A, which is attached hereto and made a part hereof.

ARTICLE X
EMPLOYEE BENEFITS

The parties agree that the employee benefits made a part of this Agreement are accurately reflected in Appendix B, which is attached hereto and made a part hereof.

ARTICLE XI
EMPLOYMENT YEAR, DAY AND LOAD

The parties agree that items concerning employment year, day and load which are to be made a part of the Agreement are accurately reflected in Appendix C, which is attached hereto and made a part hereof.

ARTICLE XII
WAGE AND SALARY PROVISIONS

The parties agree that wages and salaries to be effected by this Agreement are accurately reflected in Appendix D, which is attached hereto and made a part hereof.

ARTICLE XIII
GRIEVANCE PROCEDURE

The parties agree that grievances which arise out of the interpretation of this Agreement shall be resolved in accordance with the procedure described in Appendix E, which is attached hereto and made a part hereof.

ARTICLE XIV
MEET AND DISCUSS CONSIDERATIONS

The parties agree that the employee's prerogative to "meet and discuss" on policy matters, as set forth in Section 301, Definition 17 of Act 195, the Public Employe Relations Act, shall be exercised in accordance with the procedure described in Appendix F, which is attached hereto and made part hereof.

ARTICLE XV
FAIR SHARE

- A. Employees in the bargaining unit who are not members of the Association on the effective date of this agreement shall be required to pay to the Association a "Fair Share Fee" for services rendered as the exclusive bargaining agent. For the purposes of this section, "Fair Share Fee" shall mean regular membership dues required for members of the E.A.N.A. less the cost for the previous fiscal year of its activities or undertakings which were not reasonably employed to implement or effectuate the duties of the employees' organization as exclusive representative.
- B. The District, on or before September 15 of each year of this Agreement, will provide the association with a list of names and addresses of all bargaining unit members. The District will also provide the Association with the names and addresses of any employee hired after September 15, such notice to be provided within thirty (30) days after the date of hire.
- C. On or before January 31 of each year of this Agreement, the Association shall provide the District with names of employees who are nonmembers of the Association, the amount of the "Fair Share Fee" and a payment schedule for the deduction of the fee. For employees hired after January 3 of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee within thirty (30) days after the receipt of notice from the District of such employee's hiring.

- D. The District will deduct the "Fair Share Fee" from the paychecks of each nonmember, in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association Treasurer.
- E. The Association will indemnify, defend, and hold the District harmless against any and all claims, suits, or other forms of liability that shall arise out of or by reason of action taken by the District to comply with the provisions of this section.

ARTICLE XVI
ENTIRE AGREEMENT

This Agreement is the entire Agreement between the parties and there are no other prior agreements, conditions or understandings other than those set forth in this document. Any successor agreement or modifications or addendum to this Agreement shall be in writing and signed by the authorized officers or representatives of each party in order to be binding.

ARTICLE XVII
DATE AND SIGNATURE

The parties hereto, intending to be bound hereby, have affixed their seals this _____ day of _____.

NORRISTOWN AREA SCHOOL DISTRICT

EDUCATION ASSOCIATION OF
NORRISTOWN AREA

By: _____
President

By: _____
President

ATTEST:

ATTEST:

By: _____
Secretary

By: _____
Secretary

APPENDIX A

PROFESSIONAL RIGHTS AND OBLIGATIONS

A. Evaluation of Students

If properly determined in accordance with Board Policy, the evaluation of a student, or students, by a teacher shall not be altered. Any promotion of a student which is contrary to a teacher's evaluation shall be duly noted on that student's Cumulative Record.

B. Professional Reading

The parties agree that Professional Employees should take an active part in the professional growth opportunities of local, state and national professional associations. Each member has an obligation to become familiar with, and to evaluate educational innovations, ideas, and methods which are reported in professional literature. Toward that end, the Board will provide professional literature in each building for use by Professional Employees. Such literature shall include books and journals in general education and in specific subject areas.

C. Just Cause

No professional employee shall be suspended, disciplined, formally reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action taken by the Board or any supervisor, principal or other administrator of the District shall be subject to the grievance procedure herein set forth. All information forming the basis for disciplinary action will be made available to the professional employee and the Association upon request.

D. Affirmative Action

The parties agree that they will not discriminate against any employee because of race, creed, national or ethnic origin, gender, age, marital status, or handicap. If the Equal Employment Opportunity Commission of the Federal Government issues revised language covering affirmative action, this language will be followed during the life of this contract.

E. Transfers

The Director of Human Resources will meet at the end of each school year, and as necessary over the summer, with the EANA President, or his/her designee, to review staff changes as they relate to transfer and filling of vacancies.

F. Notice of Assignments

Each employee will be notified prior to the close of school in June of his/her tentative teaching assignment for the following school year. Changes in such tentative assignment will be made as necessary for extenuating circumstances.

APPENDIX B

EMPLOYEE BENEFITS

A. Leave Benefits

1. Sick Leave

Each Professional Employee shall be allowed ten (10) days sick leave per year without salary deduction. This leave shall be cumulative from year to year. All accumulated sick leave may be used in any one year, if necessary. After the cumulative total has been used, then for a period not exceeding forty (40) additional school calendar days the member shall receive the difference between his/her per diem salary and the per diem rate of a substitute teacher. Any subsequent absences shall be subject to full pay deduction, in accordance with Board policy. The per diem salary shall be determined by dividing the employee's base contractual salary as follows:

School Year

2005-2010 ÷ 190 (days)

Professional Employees who come into the Norristown Area School District from another district with accrued sick leave days shall use up to twenty-five (25) such sick leave days first before using days accrued thereafter.

If a Professional Employee uses all his/her accumulated sick days, all unused personal leave days shall be granted as sick days.

2. Special Leave

Professional employees shall be entitled to not more than two (2) days "Special Leave" each year. Said days shall not accumulate from year to year, for any purposes. Special Leave is defined as absence from work, without loss of salary, for any of the following reasons:

- a. Marriage of employee, or of employee's child, brother or sister;
- b. Requirement of employee by a governmental authority, if other arrangements cannot be accomplished;
- c. Settlement of property transaction which requires the employee's presence;
- d. Birth of employee's child;

- e. Moving of employee's residence;
- f. Upon presentation of a statement by the employee that other arrangements for care could not be effected, emergency illness of spouse, child, or resident relative of employee;
- g. Graduation of employee, or of spouse or child of employee;
- h. Upon presentation of evidence that other arrangements could not be effected, college interview for employee, or employee's child;
- i. Religious High Holy Day -- subject to N.A.S.D. precedent or approval by the Office of the Superintendent.
- j. Upon approval not subject to grievance, such other similar reasons which are deemed valid by the Office of the Superintendent.

3. Personal Leave

After two (2) years of continuous service in the Norristown Area School District, each Professional Employee shall, upon request, be granted not more than two (2) days of "Personal Leave" each year, without loss of salary. Such leave shall not be approved during the first and last five (5) days of the teacher employment year, or for a day immediately preceding or immediately following a vacation or holiday period, or on staff development days, except with the approval of the Office of the Superintendent. No reason need be given for Personal Leave.

4. Professional Leave

- a. Each Professional Employee shall, upon request to the Building Principal, be granted one (1) day of Professional Leave annually, without loss of pay, for visits to other schools for observation of techniques. The only cost to the Board shall be the cost of a substitute.
- b. Each Professional Employee shall, upon request, be granted one (1) day of Professional Leave annually, without loss of pay, for attending an educational conference, seminar, or study group activity which has a direct relationship to the professional assignment of the individual and the objectives of the District.

- (1) Employees wishing to use this leave must complete the necessary form on Mylearningplan.com, available on the district computer network, and submit it to their Building Principal at least two (2) weeks prior to the date of the activity. The Building

Principal will forward the electronic form to the appropriate areas.

- (2) The District may approve additional Professional Leave days. Granting of additional days shall not be subject to the grievance procedure.
- (3) The District shall supply substitute coverage for Professional Employees on approved Professional Leave. No member of the bargaining unit will be assigned to cover an absence due to professional leave.
- (4) Professional Employees taking Professional Leave days under the second paragraph of this clause may request reimbursement for expenses by completing the appropriate expense report on Mylearningplan.com, available on the District network, and submitting it, along with supporting documentation, to their Building Principal no later than two (2) weeks following the leave. The Building Principal will forward this electronic form to the appropriate areas.
- (5) Professional Employees who use Professional Leave days shall be required to complete and submit the required conference report form, available on Mylearningplan.com, to the appropriate areas within two (2) weeks of the leave date(s). Any reimbursement for expenses will be made after receipt of expense account form and report of conference attended form.

c. Approval of any Professional Leave shall be subject to the following limitations:

- (1) Not more than six (6) Professional Employees shall be permitted Professional Leave on any one day.
- (2) Not more than one (1) grade level teacher from any one elementary or middle school shall be permitted Professional Leave on any one day.
- (3) Not more than three (3) Professional Employees from any elementary or middle school grade nor from any department of the high school shall be permitted Professional Leave on any one day.
- (4) Professional Leave shall not be approved during the first and last

five (5) days of the school term, nor for a day immediately preceding or immediately following a vacation or holiday period.

- (5) Any of the above limitations may be waived by the Office of the Superintendent.

5. Bereavement

- a. Five (5) days leave, without salary deduction, shall be allowed for death in the immediate family. 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.
- b. One (1) day absence, without salary deduction, shall be allowed because of the death of a near relative, on the day of the funeral. Near relative shall be defined as: first cousin, grandfather, grandmother, grandchildren, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law. If the distance to be traveled to the funeral exceeds 200 miles, two (2) days shall be allowed.

6 Child Rearing Leave

It shall be the policy of the Board of School Directors to provide an employee with a child rearing leave of absence, without pay, upon written request as provided in this Section. Child rearing leave shall be granted to an employee who has given birth or who has adopted an infant child, or whose spouse has given birth, and such leave shall normally commence at the birth or adoption of the child or following a period of sick leave due to disability related to pregnancy or childbirth.

Disabilities caused or contributed to by pregnancy, childbirth and recovery therefrom shall make the employee eligible for paid sick leave benefits prior to the commencement of child rearing leave under the same terms and conditions as any other ill or disabled employee. A disabled employee may utilize accumulated sick leave prior to commencing unpaid child rearing leave. The period of disability normally does not extend beyond six (6) weeks, except as otherwise certified in writing by the employee's physician. Both the period of disability and the period of child rearing leave shall also be concurrently considered part of the twelve (12) week period provided for by the Family and Medical Leave Act.

Written notice of the anticipated birth or adoption shall be given to the Superintendent along with the application for leave on the earliest possible date, which shall not be less than four (4) months prior to the expected date of

commencement of child rearing leave, unless extenuating circumstances prevent application by that date.

Maximum length of the child rearing leave shall be one (1) year from the date of commencement of the leave, provided that the Board may, upon sixty (60) days written request, extend the period of the unpaid leave for a further period of one (1) year. Upon the return to employment at the termination of the leave, prior rights shall be reinstated. Upon return to employment following a child rearing leave, the Board shall offer the employee the position held at the time the leave became effective, if available, or a substantially equivalent position for which the employee is properly certified.

All parties agree that continuity of instruction is of great importance to the students served by the Norristown Area School District. Employees on child rearing leave are therefore strongly urged to return to employment at the beginning of a marking period. Requests to return at other times or to extend or waive any time limit or deadline concerning child rearing leave shall be made in writing and shall be at the discretion of the Superintendent, who shall consider the best interests of the students and the school program and the best interests of the employee.

7. Political Leave

Upon written application, a leave of absence, without pay, shall be granted to a Professional Employee who is elected or appointed to a full-time office, federal, state, or local, for the duration of the term of such office. While on such leave of absence, the bargaining unit member shall not accrue any seniority for salary or other purposes, and shall receive no insurance or other employment benefits from the Board, but shall have the right to maintain such benefits at his own expense at the applicable group rate.

8. Association Leave

Upon written application, the Board shall grant a leave of absence, without pay, for up to two (2) years to any Professional Employee who is elected or appointed to a full-time office in PSEA or NEA. While on such leave of absence, the Professional Employee shall not accrue any seniority for salary or other purposes, and shall receive no insurance or other employment benefits from the Board, but shall have the right to maintain such benefits at his own expense at the applicable group rate.

9. Jury Duty

Any teacher who is called for jury duty shall be compensated for the difference between his normal salary and jury pay received while absent on jury duty.

This shall apply during the regular school term, and personal, special or sick leave days shall not be charged for such an absence.

10. Unpaid Leave of Absence

Professional Employees on unpaid leave of absence shall not accrue seniority and shall receive no insurances or other employee benefits from the Board, but shall have the right to maintain such benefits at his/her own expense at the applicable group rates. Unpaid leave will not be considered a break in service.

Unpaid leaves, other than those specified elsewhere in this contract, may be for a period of up to one year. Application may be made for a second year. If approved by the Board, the second year is the maximum number of years allowed.

11. Supplementing Worker's Compensation

If a Professional Employee is absent due to an injury or illness in the course of his/her employment which is determined by the Bureau of Worker's Compensation to be compensable under the Pennsylvania Worker's Compensation Act, the absence will not be charged against that person's sick leave days, and the Board will pay the difference between his/her salary and the weekly benefits paid under the Pennsylvania Worker's Compensation Act for a period not to exceed two (2) years.

Any member of the Bargaining Unit who suffered an injury or illness in the course of his/her employment prior to ratification of the 1992-97 Agreement, which is determined by the Bureau of Worker's Compensation to be compensable under the Pennsylvania Worker's Compensation Act, shall remain eligible for this supplement for as long as weekly benefit payments are paid to him/her.

12. Abuse of Leave Privileges

Any incident of abuse of leave privileges granted by this Agreement, or by the School Laws of Pennsylvania, shall be considered valid and sufficient reasons for loss, by the individual, of salary for the day(s) in default and loss of locally granted leave privileges for the school year in which it occurs.

B. Insurance Benefits

1. Medical Insurance

- a. The base medical insurance plan will be Personal Choice 10/20/70. The District will self-insure the hospital in-patient co-pay under PC 10/20/70

by reimbursing employees who incur such expenses.

Effective September 1, 2005, employee premium contributions for selected coverage (i.e. single, parent/child, parent/children, husband/wife, family) under the PC 10/20/70 plan will be as follows:

<u>Base Salary As Of 1st Pay In September</u>	<u>Employee Premium Contribution</u>
Less Than \$50,000	5% or \$25 per pay, whichever is greater
\$50,000 - \$70,000	6% or \$25 per pay, whichever is greater
Over \$70,000	7% or \$25 per pay, whichever is greater

Effective September 1, 2008, employee premium contributions for selected coverage (i.e. single, parent/child, parent/children, husband/wife, family) under the PC 10/20/70 plan will be as follows:

<u>Base Salary As Of 1st Pay In September</u>	<u>Employee Premium Contribution</u>
Less Than \$50,000	6% or \$25 per pay, whichever is greater
\$50,000 - \$70,000	7% or \$25 per pay, whichever is greater
Over \$70,000	8% or \$25 per pay, whichever is greater

The maximum employee co-payments per pay in each year will be:

2005-06 - \$41.27 per pay
2006-07 - \$47.46 per pay
2007-08 - \$54.58 per pay
2008-09 - \$71.74 per pay
2009-10 - \$82.50 per pay

The premium co-payments for employees who retire under previous Early Retirement Incentive Plans will be based on the "Less Than \$50,000" rates.

Employees desiring to remain in the Personal Choice 5 plan may do so by contributing the same amount as subscribers to the 10/20/70 plan plus the difference in premium between the two plans by payroll deduction. If this program becomes unavailable to the District from Blue Cross/Blue Shield, substantially similar coverage through another insurer will be provided.

- b. Employees who waive all health coverage will receive \$2,600 each year in lieu of coverage. This \$2,600 will be paid in two (2) equal payments of \$1,300, one payment the first week of December and one payment the first week of June.

Employees who must re-enroll or newly enroll in the District medical plan prior to a full year of disenrollment due to loss of alternative medical coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and provided that the employee shall return to the District the pro rata portion of the bonus payment corresponding to the balance of the original year of disenrollment.

- c. The Board shall provide each Professional Employee who so desires an individual or family prescription drug program through Independence Blue Cross and Pennsylvania Blue Shield Personal Choice. This program includes a \$10.00 copay for generic prescription drugs at participating pharmacies; \$20.00 copay for brand name prescription drugs at participating pharmacies; or a 50% copay for prescription drugs at nonparticipating pharmacies. Employees shall have the right to buy up to \$5/\$10 coverage by contributing the difference in cost between the two plans. If this program becomes unavailable to the District from Blue Cross/Blue Shield substantially similar coverage from another insurer will be provided.
- d. Duplicate coverage for married couples who are both employed by the District shall be eliminated effective September 1, 2002. Where such couples do not have duplicate coverage but have been receiving the \$1,000 waiver amount, shall be "grandfathered" at the \$1,000 level during the 2002-03 and 2003-04 school years. Thereafter such couples shall not be eligible for any waiver payment if they are covered either as a subscriber or as a dependent by District medical insurance. If both employees waive coverage, they shall only be entitled to one (1) \$2,600 payment in lieu of coverage.
- e. The open enrollment period will be in June.
- f. All retirees have the option to purchase group health coverage with the District. Eligible retirees may remain on group coverage until age 65.

2. Dental Insurance

The Board shall provide to each full-time employee an individual or family

dental insurance program equivalent to School Claims Service at no cost to the employee.

3. Vision Care Program

The Board shall provide the premium cost for an individual and family vision care program equal to the Blue Shield Eye Examination and Refraction Program #1 for each Professional Employee.

4. Disability Income

The Board shall provide to each Professional Employee who so desires, a disability plan which pays \$1,500 per month beginning on the 31st day. Additional coverage may be added by request of the employee, and at his/her expense. Payroll deduction privileges shall be granted.

5. Life Insurance

During the term of this Agreement, the Board shall provide each Professional Employee with forty-five thousand dollars (\$45,000) of group, term life insurance at the Board's cost.

6. Flexible Spending Accounts

Members of the Unit are eligible to participate in Internal Revenue Service Plans, IRC Sections 125 and 129, which allow pre-tax dollars to be set aside for premium co-payments, anticipated medical, dental, vision/hearing expenses not paid by health insurance (IRC Section 125 up to the IRS maximum limit and/or anticipated dependent care for baby-sitting services and daycare (IRC Section 129 up to the IRS maximum limit.

Members must elect pre-tax spending option(s) prior to the upcoming school year. (Example - must elect option(s) during 2005-2006 school year for anticipated uncovered expenses during 2006-2007 school year). The Plan Year will be July 1 through June 30 of each year.

There will be one Open Enrollment period each year prior to July 1. New employees hired after July 1 are eligible to participate the following year.

Members who elect to waive benefit coverage (Appendix B., Section B, 1.b) have the option to establish a flexible spending account.

7. Pennsylvania School Employee Health Care Trust

The Board and the Association agree to investigate the viability of providing

medical insurance benefits through the Pennsylvania School Employees Health Care Trust. In the event the cost of providing the Trust benefits is less than the cost of PC 10/20/70 and the benefits are equal or substantially equal, at any time between September 1, 2005 and August 31, 2010, a change to this benefit program will be submitted to a majority vote of all District employees both within and outside of the bargaining unit. If the majority of employees votes for such a change, the District will implement the Trust benefit plan. This change would take place on the last day of the contract year of the existing health insurance policy.

C. Retirement Benefits

1. Retirement Supplement Pay

A retirement supplement pay shall be paid to any qualifying Professional Employee as an employer contribution to a tax sheltered account that qualifies under section 403(b) of the Internal Revenue Code through a mutually agreed third party administrator. A Professional Employee leaving the District in order to qualify for supplement pay must meet the following four (4) requirements:

- a. Has terminated service under satisfactory conditions.
- b. Has permanent Pennsylvania Certification.
- c. Has completed at least ten (10) years of continuous full-time employment with the Norristown Area School District.
- d. Has completed ten (10) years or more of credited service in the Pennsylvania Public School Employees' Retirement System (PSERS).

This total amount to be paid as a retirement supplement to each eligible Professional Employee shall equal fifty percent (50%) of the employee's final per diem salary for all unused sick leave days and for all unused personal days.

The final per diem salary rate for the purpose of computing retirement supplement pay, shall be frozen at the per diem salary of the year in which the Professional Employee first becomes eligible for normal retirement without penalty under the Public School Employees Retirement System. (See the listing under Part 2.a. of this Section.)

The retirement supplement shall not exceed forty-seven percent (47%) of an eligible Professional Employee's contracted salary for the last full year of service.

The effective date for compensation of unused sick leave days will be July 1, 1963. The effective date of compensation of unused personal days shall be September 1, 1971.

Compensation under this program is based solely upon sick leave and personal leave accumulated in the Norristown Area School District only, and does not include any sick leave or personal leave days transferred from another district.

The first employer contribution shall be made in the year of retirement from Norristown Area School District in an amount not to exceed the applicable contribution limits of Section 415(c)(1) of the Internal Revenue Code. Employer contributions shall continue in each of the next five (5) years, or until such time as the value of the retirement supplement is completely paid into each eligible Professional Employee's 403(b) account, whichever occurs earlier.

In the event of the employee's death while in service, the employee's beneficiary shall receive the appropriate benefits specified in this section of the contract.

D. Other Benefits

1. Tuition Reimbursement

Professional Employees shall be reimbursed for pre-approved college or university graduate credits at a rate equal to the greater of:

- a. The then-current tuition rate for graduate credits at West Chester University;
- b. Eighty percent (80%) of the then-current tuition rate for graduate credits for courses taken through Penn State University.

Professional Employees shall be reimbursed for pre-approved college or university undergraduate credits at a rate equal to the greater of:

- a. The then-current tuition rate for undergraduate credits at West Chester University;
- b. Eighty percent (80%) of the then-current tuition rate for undergraduate credits for courses taken through Penn State University.

It shall be the responsibility of the Professional Employee to complete and submit the graduate course approval form on Mylearningplan.com prior to taking the course and to submit an appropriate transcript showing the grade received upon completion of that course. In addition, the printout of the graduate course form complete with all final approvals and Bursar's Receipt

must also be submitted to the Human Resources Office for reimbursement to be made.

To be reimbursable, a course must bear a direct relationship to the Professional Employee's assignment. If the District determines a special need exists, proper approval may be given for course work outside of the employee's area of assignment.

A grade of "B" or better for each course taken is required to be eligible for reimbursement.

A maximum of twenty-four (24) credits per contract year shall be reimbursed. This maximum shall be waived for Professional Employees on sabbatical leave for education purposes.

Professional Employees on unpaid leave shall not be eligible for course reimbursement.

Payment for credits earned between September 1 and February 1 shall be made during the month of March, or as soon thereafter as evidence of satisfactory completion of the course is submitted.

Payments for credits earned between February 1 and June 15 shall be made during the month of July, or as soon thereafter as evidence of satisfactory completion of the course is submitted. Payments for credits earned between June 15 and August 31 shall be made to Professional Employees still employed in the District, in October, or as soon thereafter as proof of satisfactory completion has been submitted.

Employees who resign shall not be reimbursed for credits completed after effective date of resignation.

APPENDIX C

EMPLOYMENT YEAR, DAY, AND LOAD

A. Employment Year

The number of work days shall be one hundred ninety (190).

One hundred eighty-seven (187) days will be scheduled on the school calendar. Two (2) days will be flex days. Flex hours for the school year must be used during the summer before each school year, after school or on weekends or any time outside the school day. For example, for the 2005-06 school year, flex time begins the summer before school starts and ends with the last teacher day. Any required flex programs/workshops, or equivalents, will be offered a minimum of five (5) times each year. The 190th day will be used for additional time worked beyond the normal work day. In addition, within each building faculty members, in collaboration with administration, will determine time to be used, weekly on an as-needed basis, for teacher-directed meetings beyond the contract day, not to exceed thirty (30) minutes. The goal is to look at student needs and examine/review instruction to meet those needs. The meetings may be used for, but not limited to, the following purposes.

Data analyses, PRISM, staff development, student intervention, refinement of instruction, development of assessments, behavior plans, vertical curriculum articulation, horizontal curriculum articulation, team meetings, committee meetings, IEP planning, etc.

Once a month time, not to exceed thirty (30) minutes beyond the contract day, may be used on an as-needed basis for faculty meetings.

Teachers unable to attend a meeting are responsible for obtaining information from that meeting on their own time.

Each building staff will evaluate the effectiveness of the meetings annually and make any necessary changes.

B. Employment Day and Load

1. The length of the employee's day shall be 7 and 1/2 consecutive hours, including a thirty (30) minute duty free lunch. The employment day shall be defined as professional and related duties which are consistent with the position held.
2. The duty assignment of each Professional Employee shall include preparation and planning time. This time shall be exclusive of the mandated lunch period. Professional Employees will be granted, daily, not less than forty (40) consecutive minutes during the student day for

purposes of preparation. Such preparation time shall be free of all other activities or assignments.

3. When inclement weather causes early dismissal of students, Professional Employees shall be dismissed, in proportion, as students leave and a full employment day shall be credited.

C. Other Considerations

1. No Professional Employee may be required to accept the responsibilities of an administrative position, or to accept a "paid, extra duty assignment."
2. No Professional Employee shall be required to transport students in his/her personal automobile. If transportation of students is required, the District shall utilize taxi service or other appropriate means.
3. No teachers, except nurses, during their regular teaching day, will administer medication or give first aid to students except in those rare cases when a nurse or health assistant is not present in a building where an emergency situation arises. In that case, it shall be the responsibility of the principal or designee to render the emergency care.

APPENDIX D

WAGE AND SALARY PROVISIONS

A. Wage and Salary Provisions

1. Employees hired effective August 31, 1988 or after must possess an earned Master's degree to progress to the Master's or Master's + columns of the salary schedule. Such employees who possess or earn a Master's equivalency certificate will continue to be placed on the B+24 column.
2. Permanent teachers shall be entitled to advance one step on the salary schedule each year provided they have completed one semester of service or the equivalent or more during the previous school year. Service shall include actual work or paid leave or absence.
3. Effective September 1, 1992, service during one or more partial years of employment as a long-term substitute shall be accumulated for the purpose of salary credit. Salary credit for a full year of service shall be granted on the first work day of the school semester following the semester in which accumulated service totaled one hundred thirty (130) or more work days.

In each year of this Agreement, the Board may increase the Step 1 salary above that which is listed on the salary schedule for that year, not to exceed the salary listed for Step 2 for that year. If the Board elects to increase the Step 1 salary in any given year, the increase will apply to all employees placed at that step. The following year, such employees will move to Step 2 on the applicable salary schedule. The Board will notify the EANA President in writing not later than August 1 of each year if it intends to increase the Step 1 salary.

4. The salary schedules, including step movement, where applicable, will be effective beginning with the first pay period each year.

**NORRISTOWN AREA SCHOOL DISTRICT
2005-06 SALARY SCHEDULE**

<u>STEP</u>	Bachelors	BS+24*	Masters	M+15	M+30	M+45	M+60/D
1	39,854	42,176	44,499	46,383	48,268	48,631	48,993
2	41,044	43,595	46,146	48,113	50,080	50,447	50,815
3	42,270	45,063	47,855	49,908	51,961	52,332	52,704
4	43,533	46,580	49,627	51,769	53,912	54,287	54,663
5	44,834	48,149	51,464	53,700	55,936	56,316	56,695
6	46,173	49,771	53,370	55,703	58,036	58,420	58,803
7	47,552	51,449	55,346	57,781	60,215	60,602	60,989
8	48,973	53,184	57,395	59,936	62,476	62,866	63,256
9	50,436	54,978	59,520	62,171	64,822	65,215	65,608
10	51,942	56,833	61,724	64,490	67,256	67,652	68,047
11	53,494	58,752	64,009	66,896	69,782	70,179	70,577
12	55,092	60,736	66,379	69,391	72,402	72,801	73,201
13	56,738	62,787	68,837	71,979	75,120	75,521	75,922
14	58,433	64,909	71,386	74,663	77,941	78,343	78,744
15	60,178	67,104	74,029	77,448	80,867	81,270	81,672
16	61,976	69,373	76,770	80,337	83,904	84,306	84,708
17	63,827	73,950	79,613	83,334	87,054	87,456	87,857

* Employees hired prior to June 1, 2002 will be placed on this column with a B+15.

**NORRISTOWN AREA SCHOOL DISTRICT
2006-07 SALARY SCHEDULE**

<u>STEP</u>	Bachelors	BS+24*	Masters	M+15	M+30	M+45	M+60/D
1	40,731	43,104	45,478	47,404	49,330	49,700	50,071
2	41,947	44,554	47,161	49,172	51,182	51,557	51,932
3	43,200	46,054	48,908	51,006	53,104	53,483	53,863
4	44,491	47,605	50,719	52,908	55,098	55,482	55,866
5	45,820	49,208	52,596	54,882	57,167	57,555	57,942
6	47,189	50,866	54,544	56,928	59,313	59,705	60,097
7	48,598	52,581	56,563	59,052	61,540	61,935	62,331
8	50,050	54,354	58,658	61,254	63,851	64,249	64,648
9	51,545	56,187	60,830	63,539	66,248	66,650	67,051
10	53,085	58,084	63,082	65,909	68,736	69,140	69,544
11	54,671	60,044	65,418	68,367	71,317	71,723	72,129
12	56,304	62,072	67,840	70,917	73,995	74,403	74,811
13	57,986	64,169	70,352	73,562	76,773	77,183	77,592
14	59,718	66,337	72,957	76,306	79,656	80,066	80,477
15	61,502	68,580	75,658	79,152	82,647	83,058	83,469
16	63,339	70,899	78,459	82,104	85,750	86,161	86,572
17	65,231	75,577	81,364	85,167	88,969	89,380	89,790

* Employees hired prior to June 1, 2002 will be placed on this column with a B+15.

2007-08 SALARY SCHEDULE

<u>STEP</u>	Bachelors	BS+24*	Masters	M+15	M+30	M+45	M+60/D
1	41,667	44,095	46,524	48,494	50,464	50,844	51,223
2	42,912	45,579	48,246	50,303	52,359	52,743	53,127
3	44,194	47,113	50,033	52,179	54,325	54,714	55,102
4	45,514	48,700	51,885	54,125	56,365	56,758	57,150
5	46,874	50,340	53,806	56,144	58,481	58,878	59,275
6	48,274	52,036	55,798	58,238	60,677	61,078	61,479
7	49,716	53,790	57,864	60,410	62,956	63,360	63,764
8	51,201	55,604	60,007	62,663	65,319	65,727	66,135
9	52,731	57,480	62,229	65,000	67,772	68,183	68,594
10	54,306	59,419	64,533	67,425	70,317	70,730	71,144
11	55,928	61,425	66,922	69,940	72,957	73,373	73,788
12	57,599	63,500	69,400	72,548	75,696	76,114	76,532
13	59,320	65,645	71,970	75,254	78,539	78,958	79,377
14	61,092	67,863	74,635	78,061	81,488	81,908	82,328
15	62,917	70,157	77,398	80,973	84,547	84,968	85,388
16	64,796	72,530	80,264	83,993	87,722	88,142	88,563
17	66,732	77,316	83,236	87,126	91,016	91,435	91,855

* Employees hired prior to June 1, 2002 will be placed on this column with a B+15.

**NORRISTOWN AREA SCHOOL DISTRICT
2008-09 SALARY SCHEDULE**

<u>STEP</u>	Bachelors	BS+24*	Masters	M+15	M+30	M+45	M+60/D
1	42,647	45,132	47,617	49,634	51,650	52,038	52,426
2	43,921	46,650	49,380	51,485	53,590	53,983	54,375
3	45,233	48,220	51,208	53,405	55,602	55,999	56,397
4	46,584	49,844	53,104	55,397	57,690	58,092	58,494
5	47,975	51,523	55,071	57,463	59,856	60,262	60,668
6	49,409	53,259	57,110	59,606	62,103	62,513	62,924
7	50,884	55,054	59,224	61,830	64,435	64,849	65,263
8	52,405	56,911	61,417	64,136	66,854	67,272	67,689
9	53,970	58,831	63,691	66,528	69,365	69,785	70,205
10	55,582	60,816	66,049	69,009	71,969	72,392	72,815
11	57,243	62,869	68,495	71,583	74,672	75,097	75,522
12	58,953	64,992	71,031	74,253	77,475	77,903	78,330
13	60,714	67,187	73,661	77,023	80,384	80,813	81,242
14	62,527	69,458	76,388	79,896	83,403	83,833	84,262
15	64,395	71,806	79,217	82,876	86,534	86,965	87,395
16	66,319	74,234	82,150	85,967	89,783	90,214	90,644
17	68,300	79,133	85,192	89,173	93,155	93,584	94,014

* Employees hired prior to June 1, 2002 will be placed on this column with a B+15.

**NORRISTOWN AREA SCHOOL DISTRICT
2009-10 SALARY SCHEDULE**

<u>STEP</u>	Bachelors	BS+24*	Masters	M+15	M+30	M+45	M+60/D
1	43,649	46,192	48,736	50,800	52,864	53,261	53,658
2	44,953	47,747	50,540	52,695	54,849	55,251	55,653
3	46,296	49,354	52,412	54,660	56,909	57,315	57,722
4	47,679	51,015	54,352	56,699	59,045	59,457	59,868
5	49,103	52,734	56,365	58,814	61,262	61,678	62,094
6	50,570	54,511	58,452	61,007	63,563	63,982	64,402
7	52,080	56,348	60,616	63,283	65,949	66,373	66,796
8	53,636	58,248	62,860	65,643	68,426	68,853	69,280
9	55,238	60,213	65,188	68,091	70,995	71,425	71,855
10	56,888	62,245	67,602	70,631	73,661	74,094	74,527
11	58,588	64,346	70,105	73,265	76,426	76,862	77,297
12	60,338	66,519	72,700	75,998	79,296	79,733	80,171
13	62,140	68,766	75,392	78,833	82,273	82,712	83,151
14	63,997	71,090	78,184	81,773	85,363	85,803	86,243
15	65,908	73,493	81,078	84,823	88,568	89,008	89,449
16	67,877	75,979	84,080	87,987	91,893	92,334	92,774
17	69,905	80,992	87,194	91,269	95,344	95,783	96,223

* Employees hired prior to June 1, 2002 will be placed on this column with a B+15.

B. Supplemental Instructional Salary

1. Instructional Leaders/Teaching and Learning Facilitators

Instructional Leaders and Teaching and Learning Facilitators shall receive the following compensations:

2005-06	\$2,650
2006-07	\$2,700
2007-08	\$2,775
2008-09	\$2,825
2009-10	\$2,900

This amount shall be for added responsibilities which will be defined in the Manual of Administrative Procedures and shall be paid as an integral part of the employee's regular salary as long as the employee remains in that position.

2. Lead Teachers

Lead Teachers shall receive the following compensations:

2005-06	\$2,650
2006-07	\$2,700
2007-08	\$2,775
2008-09	\$2,825
2009-10	\$2,900

This amount shall be for added responsibilities which will be defined in the Manual of Administrative Procedures and shall be paid as an integral part of the employee's regular salary as long as the employee remains in that position.

3. Special Education Teachers

Special Education teachers shall receive \$500.00 per year. This amount shall be paid as an integral part of the employee's regular salary as long as the employee remains in that position.

The differential shall apply to all special education teachers employed permanently as of September 1, 1988 but shall not be applicable to employees permanently employed after that date.

4. Writing of Individualized Educational Programs (IEP's)

Professional Employees who are assigned to write Individual Educational Programs (IEP's) during the life of this contract will receive each year, two (2) work days of substitute coverage for this purpose. Upon approval of the immediate supervisor, the Board will either provide a third day of substitute coverage and/or reimburse up to ten (10) hours per individual per year at the following rates per hour for the time spent outside the regular work day in the writing of IEP's:

2005-06	\$29.25
2006-07	\$30.00
2007-08	\$30.75
2008-09	\$31.50
2009-10	\$32.25

C. Extra-Duty Pay

1. Positions listed on the Extra Duty Schedule shall be reimbursed at the following rates:

2005-06	1 st and 2 nd year in a position	\$30.00 per pt.
	3 rd and 4 th year in a position	\$31.00 per pt.
	5 th year and thereafter in a position	\$34.75 per pt.
2006-07	1 st and 2 nd year in a position	\$30.75 per pt.
	3 rd and 4 th year in a position	\$31.75 per pt.
	5 th year and thereafter in a position	\$35.50 per pt.
2007-08	1 st and 2 nd year in a position	\$31.50 per pt.
	3 rd and 4 th year in a position	\$32.50 per pt.
	5 th year and thereafter in a position	\$36.25 per pt.
2008-09	1 st and 2 nd year in a position	\$32.25 per pt.

	3 rd and 4 th year in a position	\$33.25 per pt.
	5 th year and thereafter in a position	\$37.00 per pt.
2009-10	1 st and 2 nd year in a position	\$33.00 per pt.
	3 rd and 4 th year in a position	\$34.00 per pt.
	5 th year and thereafter in a position	\$38.00 per pt.

2. Any Professional Employee who takes an extra-duty position for which an assistant position is available and not filled shall be paid the salaries of both positions, after the Board of School Directors has evaluated the position load and content and officially approved the appointment. The appointment would be made on a temporary basis until the end of the season or until another coach is located. In an emergency situation, the Superintendent would be asked to temporarily approve an assignment, for up to thirty (30) days or the next public Board meeting, with final approval subject to Board ratification.
3. The points established by Board policy and the positions listed will be posted in all buildings per Administrative Rules and Regulations and shall not be subject to the grievance procedure.

D. Reassignment-Preparation Time

Reassignment of preparation time, or portions thereof, shall be reimbursed at the following rate per clock hour, pro-rated:

2005-06	\$29.25
2006-07	\$30.00
2007-08	\$30.75
2008-09	\$31.50
2009-10	\$32.25

E. Mileage Reimbursement

Any Professional Employee who uses his/her personal automobile in the performance of assigned professional duties during the teaching day shall be reimbursed at a rate equal to the distance between buildings to which the employee is assigned times the number of days per year such travel is required due to the assignment times the maximum mileage reimbursement rate allowed

by the IRS.

F. Extended Year Contracts for Individual Employees

Upon Agreement with the Office of the Superintendent, those employees whose contracts are extended beyond the number of days specified in each employment year, and for regular duties, shall be reimbursed upon a per diem basis for the extension. The per diem rate shall be determined by dividing the employee's base contractual salary as follows:

School Year

$$2005-2010 \div 190 \text{ (days)}$$

G. Extended Year Contracts for Guidance Counselors

1. Counselors shall work a regular teaching year plus ten (10) days.
2. Administration can increase the counselor's work year more than ten (10) days, based on a need for their services, at a per diem rate. The maximum allowable days for summer counseling shall be twenty (20) days.
3. Selection of specific employment days for each counselor shall be determined by the needs of the District and, to the extent possible, shall be by agreement between such counselor and the administration; however, such extension days shall fall between the last day of school and the first day of the next school term. The counselor shall be informed prior to May 1st of the summer work schedule.

H. Extended Employment for Non-Contractual Duties

Those employees who accept employment beyond their individual contractual terms shall be reimbursed at the following hourly rate:

2005-06	\$29.25
2006-07	\$30.00
2007-08	\$30.75
2008-09	\$31.50
2009-10	\$32.25

I. Pay Plan

1. Base annual salaries shall be paid in twenty-six (26) spaced increment over a twelve (12) month period for the five (5) years of this Agreement.
 - a. During the term of this Agreement, payments shall be made every other Friday.
 - b. If school is not in session on a pre-designated pay day due to a scheduled vacation period, payment shall be made on the last school day preceding the scheduled pay date.
 - c. Employees electing to draw their salary at the end of June for the months of July and August shall notify the Office of the Superintendent by May 1.
2. Payments for special assignments shall be made as follows:
 - a. Seasonal - one-third (1/3) of extra pay at each third of the season's calendar.
 - b. Yearly - one-quarter (1/4) of extra pay quarterly during the school year.

Such payments shall be subject to all normal deductions.
3. Upon authorization by the employee, deductions shall be made, in appropriate equal increments, for professional dues. Said deductions shall be paid promptly, in lump sum, to the Bargaining Agent.

J. Preparation Level Changes

Persons completing course work qualifying them for a change in level of preparation for salary purposes shall submit a request in writing for placement on the salary schedule at the appropriate level. Placement at the new salary level will occur in the first and fourteenth pay period each year. In the event that an official transcript is not available in time by these pay periods retroactive payments shall be made to those dates upon presentation of the transcript.

K. Induction Program

Support teachers of one inductee shall receive annual compensation in the amount of \$500.00 and in the additional amount of \$250.00 for each additional

inductee. Inductees shall be paid \$250.00 in lieu of any other compensation.

L. National Board Certification

Employees who attain "National Board Certification" status as defined by the National Board for Professional Teaching Standards, shall receive a stipend of \$2,000 each subsequent year. This stipend shall be in addition to the salary as set forth in the salary schedules, and shall be part of salary for retirement purposes. Such stipend shall be prorated in the year earned if not received prior to the beginning of the school year.

APPENDIX E

GRIEVANCE PROCEDURE

GRIEVANCE PROCEDURE

A. Definition

A grievance is an alleged misinterpretation or misapplication of the provisions of the collective bargaining agreement.

A work day is a day when the District administration offices are open for business.

B. Procedure - For Grievance Filed by Employee

The parties to this agreement agree that an orderly and expeditious resolution of a grievance arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process which is described in the following paragraphs.

Step I. Person or persons initiating the alleged grievance shall present the grievance to the building principal or predesignated first level supervisor within fourteen (14) work days after the alleged violation. The submission shall be in writing on a form provided therefor and available from either the employer or the bargaining agent. The building principal or first level supervisor shall reply, in writing, to the grievance within seven (7) work days after its initial presentation.

Step II. If the action in Step I above fails to resolve the grievance to the satisfaction of the affected party or parties, the grievance shall, within seven (7) work days, be referred, in accordance with Section III-F of this procedure, to the Office of the Superintendent.

The Office of the Superintendent shall reply to the grievance within ten (10) work days after presentation of the grievance. Said reply shall be in writing on the appropriate form.

Step III. If the action in Step II above fails to resolve the grievance to the satisfaction of the affected parties, the grievance shall, within seven (7) work days be referred, in writing, to the Board of School Directors.

The Board of School Directors shall reply to the grievance within fourteen (14) work days after presentation of the grievance. Said reply shall be in writing on the appropriate form.

Step IV. If the action in Step III above fails to resolve the grievance to the satisfaction of the Association, the grievance shall, within fourteen (14) work days, be referred by an authorized officer or representative of the EANA to binding arbitration, in accordance with Act 195. Within seven (7) work days after the written notice of the aggrieved party's intent to go to binding arbitration is received, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator within the specified period, an arbitrator shall be selected, on a rotating basis, from the following list of permanent arbitrators:

John Skonier
Margaret Brogan
Scott Buchheit
Rochelle Kaplan
MaryAnn Schick

C. General Conditions

1. Any person who processes a grievance shall be entitled to have Association representation at any or all levels of the procedure. He/She shall, upon request, be granted a conference at Steps I, II or III.
2. The use of a standardized form for the submission and processing of grievances shall not inhibit the grievant(s) from appending further written statements thereto at any time prior to the response in Step III.
3. The Board shall maintain a record of all grievances in a separate filing system, which shall be considered to be in the public domain.
4. When there is an alleged grievance affecting the Association in general or, more specifically, Professional Employees in more than one building, a class action grievance may be initiated at Step II of the procedure by the President of the Association.
5. The term first level supervisor shall be defined according to the letter of the Act. Each member of the Professional Employees who is affected by this clause shall be properly informed concerning the identity of the designated first level supervisor.

APPENDIX F

MEET AND DISCUSS CONSIDERATIONS

A. Claim Procedure

The parties agree that certain considerations - inherently managerial and controlled by Board Policies and the Manual of Administrative Procedures rather than by this Agreement - are subject to interpretation and application which may aggrieve a Professional Employee, or employees.

In order to facilitate and expedite the employee's prerogative to "meet and discuss" on such matters, the following procedure shall be maintained as recourse:

B. Definitions

1. Claim

- a. an assertion by an employee, or employees, that a misinterpretation of, or an improper application of, a Board Policy and/or Administrative Procedure has aggrieved him/her, or them.
- b. an assertion that a Board Policy or an Administrative Procedure is not justifiable.

2. Claimant - the person or persons making the claim.

3. Building Representative - the elected representative to the Bargaining Agent's District Representative Council.

4. Building Committee - the elected representatives to the building Executive Committee.

5. Bargaining Agent - The EANA officers, or their designates, from the District Executive Committee.

C. Individual Claim

Step 1 - The Claimant shall inform the appropriate principal or supervisor, in conference, of intent to process the Claim through the Building Committee.

Step 2 - If the matter is not resolved at Step 1, the Claimant shall, with guidance from Building Representative - and within five (5) work days - prepare a Claim Form and submit it to the Building Committee.

- Step 3 - The Building Committee shall, after conference with the appropriate principal or supervisor and within eight (8) work days, submit the Claim to the principal or supervisor - who shall respond, in writing, within five (5) work days.
- Step 4 - If the Claimant is not satisfied with the disposition of the Claim, he/she shall - through the Building Committee - submit it to the Bargaining Agent. If the Bargaining Agent believes the Claim to be worthy, it shall attest to the fact and deliver the claim to the Office of the Superintendent - which shall respond, in writing, within ten (10) work days.
- Step 5 - If the Claimant is not satisfied with the disposition of the Claim, the Bargaining Agent shall, if it concurs, enter it upon the agenda for the next scheduled "Meet and Discuss" session with the Board.
- Step 6 - The Board shall, within ten (10) work days, inform the Bargaining Agent of its disposition of the Claim in writing.

D. Building Claim

A Claim regarding the justifiability of a building level Administrative Procedure, shall originate at Step 3, and shall suggest an alternative.

E. District Claim

A Claim regarding the justifiability of a Board Policy, or a district level Administrative Procedure, shall originate at Step 4 and shall suggest an alternative.

LETTER OF UNDERSTANDING

Re: Disciplinary Procedures – EANA

This letter is intended to set forth certain mutual understandings between the Norristown Area School Board and the Education Association of Norristown Area regarding disciplinary procedures applicable to the members of the professional staff of the District. This letter is not intended to be a part of the collective bargaining agreement between the parties, and is not subject to the grievance procedure or arbitration.

Both parties recognize the right to a member of the bargaining unit to request that an EANA representative be present during any meeting with the Board or administration or their representative where the individual reasonably believes that the meeting will be or is disciplinary in nature, or that the investigation will lead to disciplinary action.

The EANA agrees to designate a reasonable number of representatives who are appropriate to participate in such disciplinary or investigative meetings. The Board or Administration or their representatives will utilize one of these designated representatives or, where appropriate another EANA officer or building representative, to participate in disciplinary meetings where an EANA representative has been requested by a bargaining unit member or where such a representative is deemed to be appropriate or desirable by the Administrator or District representative conducting the meeting.

The EANA representative shall have the right to participate in the meeting by asking questions, making statements, and/or advising the individual who is the subject, or potential subject of disciplinary action, but shall not have the right to disrupt the meeting or unreasonably terminate the meeting or otherwise to behave so as to frustrate the purpose of the meeting or to prevent its successful completion.

The District will consider and, where appropriate, will give reasonable notice of the meeting to the individual. The District also has the right to have a meeting without advance notice, with the attendance of an EANA representative, where the circumstances warrant. An individual does not have the right to insist on a specific representative of his/her choosing or to postpone a meeting until a particular representative is available.

The District will also consider and, where appropriate, will give reasonable verbal or written notice of the nature of the investigation or changes to the individual and/or to the EANA President or representative.

EANA President

Board President

Date: _____

Date: _____

**NORRISTOWN AREA SCHOOL DISTRICT
AND
EDUCATION ASSOCIATION OF NORRISTOWN AREA
MEMORANDUM OF UNDERSTANDING
UTILIZATION OF SICK/BEREAVEMENT LEAVE**

During the negotiations leading up to the 2005-2010 collective bargaining agreement, the Norristown Area School District ("District") and the Education Association Of Norristown Area ("Association") discussed the issue of possible sick and bereavement leave abuses involving a few members of the Association bargaining unit. The parties agreed to the following principles to address the issue:

1. The District and the Association agree that the use of sick and/or bereavement leave should be only used for the purposes of such leave, and that any use for other purposes is inappropriate.
2. The Association agrees to cooperate with District in advising its members against the inappropriate use of sick and/or bereavement leave.
3. In the event that the District suspects an employee of abuse of sick and/or bereavement leave, it may, at its discretion, notify the President of the Association of the name of the employee and the days in question. The Association President, or his/her designee, will approach the employee and discuss the situation with him/her. If it is agreed that the employee has abused such leave, the Association will attempt to counsel the employee against further improper use.
4. The District reserves the right to institute disciplinary action, as provided under Appendix "A", Section C of the collective bargaining agreement, against any employee who takes sick and/or bereavement leave for purposes other than sickness or bereavement.

DATE: _____

For the District

For the Association