

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**SCHOOL BOARD OF THE
EASTON AREA SCHOOL DISTRICT**

AND

EASTON AREA EDUCATION ASSOCIATION

EFFECTIVE

July 1, 2025 through June 30, 2028

Table of Contents

I.	RECOGNITION	1
II.	DEFINITIONS	1
III.	TERM OF AGREEMENT	2
IV.	NO STRIKE – NO LOCKOUT PROVISION	2
V.	WAGES AND SALARY PROVISION	2
VI.	OTHER EMPLOYEE BENEFITS	3
VII.	GRIEVANCE PROCEDURE	3
VIII.	REDUCTION IN FORCE	3
	1. Seniority	3
	2. Order of Suspension/Nonrenewal; Realignment	4
	3. Recall	4
	4. Miscellaneous	5
IX.	WAIVERS	5
X.	PREROGATIVES OF THE SCHOOL DISTRICT	5
XI.	SEPARABILITY	5
XII.	COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT	6
XIII.	COLLECTIVE BARGAINING LAW	6
XIV.	STATUTORY SAVINGS CLAUSE	6
XV.	EFFECTIVE DATE AND SIGNATURE	6
XVI.	RIGHTS OF ASSOCIATION	7
	A. BOARD AGENDA/BOARD POLICIES	7
	B. NEGOTIATION INFORMATION	7
	C. FAIR SHARE	7
	D. RELEASE TIME FOR PRESIDENT	7
XVII.	RIGHTS OF BARGAINING UNIT MEMBER	7
	A. JUST CAUSE	7
	B. REQUIRED MEETINGS OR HEARINGS	8
	C. EVALUATION OF STUDENTS	8
	D. EVALUATION OF BARGAINING UNIT MEMBERS	8
	E. BARGAINING UNIT MEMBERS' FILES	8
	F. COLLECTION OF MONIES	9

G. NOTIFICATION OF BARGAINING UNIT MEMBER ASSIGNMENTS	9
H. SUPERVISORY DUTIES	9
I. LUNCH PERIOD	9
J. LEAVING THE BUILDING	9
K. SAFE WORKING CONDITIONS	9
L. POSTING OF VACANCIES	10
M. TRANSFERS	10
N. PERSONAL LIFE	10
O. SICK LEAVE	10
P. NOTIFICATION OF ACCUMULATED SICK LEAVE	11
Q. SUBSTITUTE SERVICE	11
R. ASSAULT	11
S. PROFESSIONAL DRESS CODE	12
T. TEACHING HOURS AND TEACHING LOAD	12
APPENDIX A — PROFESSIONAL COMPENSATION	16
A. DETERMINATION OF SALARY STEP	16
B. PER DIEM	16
C. PROFESSIONAL DEVELOPMENT/CURRICULUM RATE STRUCTURE	16
D. METHOD OF PAYMENT	17
E. SALARY SCHEDULE	17
F. LONGEVITY	19
G. NATIONAL BOARD CERTIFICATION	19
APPENDIX B — SUPPLEMENTAL SALARIES AND FRINGE BENEFITS	20
A. EXTRA PAY FOR EXTRA DUTY	20
B. HEALTH INSURANCE	25
C. DENTAL INSURANCE	26
D. LIFE INSURANCE	26
E. INSURANCE INDEMNITY	26
F. TUITION REIMBURSEMENT	27
G. REIMBURSEMENT FOR TRAVEL EXPENSES	29
H. PAYROLL DEDUCTIONS	29
I. OTHER ABSENCES	29
J. INCOME PROTECTION	30
K. WORKER'S COMPENSATION	33
L. ACCUMULATED SICK AND PERSONAL DAYS	34

M. LEAVES OF ABSENCE	35
N. RETIREE HEALTHCARE BENEFIT	36
O. DISTRICT-MANAGED VIRTUAL CYBER SCHOOL	37
APPENDIX C — GRIEVANCE PROCEDURE.....	40
A. DEFINITIONS	40
B. PROCEDURE	40
C. LEVELS	41
D. MISCELLANEOUS	42
APPENDIX D — HEALTH INSURANCE PLAN	43

**AGREEMENT BETWEEN
EASTON AREA SCHOOL DISTRICT
AND
EASTON AREA EDUCATION ASSOCIATION**

I. RECOGNITION

This Agreement is made and entered into this 21st day of May 2025 by and between the School Board of the Easton Area School District, 1801 Bushkill Drive, Easton, PA 18040, hereinafter referred to as the “Board”, and the Easton Area Education Association, 400 Northampton Street, Suite 201, Easton, PA 18042, hereinafter referred to as the “Association,” which Association is and has been recognized as the bargaining agent for those employees as certified by the Pennsylvania Labor Relations Board, No. PERA-R-92-C.

Both parties mutually agree that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent, in writing, of the parties hereto.

Both parties also aver that this Agreement sets forth the terms and conditions to which each party agrees to be bound and that such Agreement has been reached voluntarily without undue or lawful coercion or force by either party.

II. DEFINITIONS

Unless otherwise indicated, the following definitions shall apply:

Bargaining Unit Member – Professional employees assigned to fill those positions as listed and certified as a bargaining unit by the Pennsylvania Labor Relations Board January 27, 1971, No. PERA-R-92-C.

Pupil Services Professional Staff – Pupil Services Professional Staff shall be defined as pupil services staff including school counselors, school psychologists, certified school nurses, and home and school visitors.

Day – Bargaining Unit Member workday.

Vacancy – A professional position or supplemental one which becomes available due to death, resignation, retirement, or dismissal of the individual assigned to said position or a newly created position.

Part-time Bargaining Unit Members – The parties agree that the Board may hire part-time teaching staff for purposes of alleviating excessive class size, balancing Bargaining Unit Member load, or enriching the educational program. Part-time Bargaining Unit Members employed prior to October 25, 2004 are eligible for benefits under the same conditions as full-time Bargaining Unit Members. Part-time Bargaining Unit Members employed after

this date will not be eligible for benefits. The Board agrees that a full-time position will not be filled by two part-time positions.

Long-Term Substitutes – An appropriately certified person temporarily employed to fill a position or temporary professional employee on a Board approved leave of absence or who fills a temporary position. Said employees shall be compensated with salary and fringe benefits as per contract. Time served as a Long-Term Substitute does not count toward tenure.

A day-to-day substitute Bargaining Unit Member, who is employed in the same position by the District for forty-five (45) school days, will be granted long-term substitutes status beginning with the forty-sixth (46th) day of employment.

III. TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2025, succeeds all prior Agreements, and shall continue in full force and effect until June 30, 2028, or until such later date as the two parties may hereinafter agree is to be the extended ending date. Any such extended ending date shall be evidenced by an amendment to this Agreement, to which amendment both parties shall signify their approval by affixing their signature thereto. In the absence of any such extension, negotiations between the parties for a successor Agreement shall begin no later than January 11, 2028.

IV. NO STRIKE – NO LOCKOUT PROVISION

Both parties agree to faithfully abide by the provisions of Act 195 (as signed into law July 23, 1970, and known as the Pennsylvania Public Employee Bargaining Law). As a condition of the various provisions of this Agreement to which the parties have agreed, the Board pledges that it will not conduct or cause to be conducted a lockout during the term of this Agreement and the bargaining agent pledges that members of the Association will not engage in a strike (as the term is defined in Section 301 (9) of Act 195) during the term of this Agreement.

V. WAGES AND SALARY PROVISION

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

One column movement shall be permitted every twelve (12) months. Column movement shall only occur with the beginning of each school year. Bargaining unit member must notify the Chief Human Resource Officer by August 31st that a column movement is possible with all appropriate paperwork due by September 30th or extensions granted by the Chief Human Resource Officer. Bargaining unit salaries, except as otherwise indicated, shall be as follows:

2025-2026: One step movement. One column movement permitted, if applicable. In order to progress into the Master's column, the bargaining unit member must have a conferred Master's degree. Members currently in the Master's column with MEq or B+36 will remain in the Master's column, with the understanding that no

bargaining unit member who is grandfathered can advance beyond the Master's column without a conferred Master's degree.

2026-2027: One step movement. Column movement would be permitted, if applicable, and in accordance with the above clause.

2027-2028: One step movement. Column movement would be permitted, if applicable, and in accordance with the above clause.

VI. OTHER EMPLOYEE BENEFITS

The parties agree that other employee benefits and rights 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 the Recognition section of the Agreement shall be evidence by a revised Appendix B which shall be executed by the parties and attached hereto and made part of this Agreement.

VII. GRIEVANCE PROCEDURE

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 C, attached hereto and made part of this Agreement.

The parties agree that grievances which arise out of an alleged violation, misinterpretation or inequitable application of this contract are the only grievances subject to the grievance procedure.

VIII. REDUCTION IN FORCE

The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions associated with various classes of Bargaining Unit Members. The parties hereby aver that such provisions of the School Code represent their complete Agreement and that such provisions shall govern the manner in which reduction in force practices shall be effected with respect to members of the bargaining unit.

1. Seniority

A. The most recent start date (first day of most recent service in the District) as a permanent professional or temporary professional employee within the bargaining unit will be the initial contractual date used to determine the length of service (seniority) for the individual affected. Days present for "Pre-employment training and/or New Bargaining Unit Member Induction" will not be considered for purposes of seniority. The first date of the Bargaining Unit Member contractual work year shall be used as the earliest seniority date for a given year.

B. When more than one permanent employee has the same start date, the date of appointment by the School Board will be utilized to determine seniority. The employee with the earliest Board appointment date will be considered the most senior.

C. When more than one employee has the same date of appointment by the School Board, the order of presentation to the School Board for appointment documented on the meeting agenda will be used to determine seniority. The first presented will be considered the most senior.

D. Service in other school systems or service within the District other than as a professional or temporary professional employee will not be considered for purposes of seniority.

E. School Board approved leaves of absence for professional and temporary professional employees, and transfer from one type of professional or temporary professional employee position to another such position, will not be considered an interruption in the time of service.

F. Professional employees who have been furloughed, as long as they remain on the recall list, will not be considered to have had an interruption in the time of service due to having been furloughed. Moreover, their seniority will continue to accrue while they are on the recall list, but they will not accrue service time for purposes of step placement on the salary schedule.

2. Order of Suspension/Nonrenewal; Realignment

A. Professional employees shall be suspended in accordance with Pennsylvania School Code and law.

B. Temporary professional employees shall be non-renewed in inverse order of seniority within their area of certification or program. Temporary professional employees considered for non-renewal will not be entitled to realign into another District position held by a less senior temporary professional employee even if he/she has the appropriate approved PDE certification prior to or on the last Bargaining Unit Member day of the school year.

C. Within an area of certification, all temporary professional employees shall be non-renewed before any professional employee is suspended in that area of certification.

D. The realignment of bargaining unit members will not extend to elevating these individuals to supervisory or management-level positions even though they may hold a valid certification for such assignments within the District. However, a tenured administrator who possesses a valid PDE certification and who is to be suspended shall be entitled to realign into a bargaining unit position held by a less senior employee in the respective area of certification.

3. Recall

A. A recall list of suspended professional employees will be maintained, with the most senior individual suspended due the initial offer of future available positions in the area(s) of valid certification held at the time of recall. It is the responsibility of the professional employee to notify Human Resources immediately, in writing, of any address or certification changes.

Suspended professional employees on the recall list will be offered long-term substitute (LTS) positions which they may accept or refuse, but should the Bargaining Unit Member reject the offered LTS position, they will not be eligible for recall to another LTS during that school year, but will again become eligible in the following school year.

B. Temporary professional employees do not have recall rights, except that temporary professional employees who have completed at least one year of service as of the date of her/his non-renewal and whose final PDE evaluation is satisfactory, shall have recall rights. Any such temporary professional employee with recall rights will be recalled after all eligible suspended professional employees have been recalled. The most senior temporary professional employee will be due the initial offer of future available positions in the area(s) of valid certification held at the time of recall. It is the responsibility of the temporary professional employee to notify Human Resources immediately, in writing, of any address or certification changes.

4. Miscellaneous

A. Temporary Professional employees who successfully achieve tenure no later than the end of the day of their non-renewal shall be considered professional employees for purposes of this Agreement.

B. The effective date of the suspension or non-renewal established by the School Board will be the last Bargaining Unit Member contractual day of the school year, including professional employees on leave who may be affected.

IX. WAIVERS

The parties agree that this Agreement represents the results of collective negotiations between said parties, and that no additional negotiations will be conducted on any item or matter, whether contained in this Agreement or not, during the life of this Agreement. However, the No Strike – No Lockout provision shall remain in full force and effect notwithstanding this section.

X. PREROGATIVES OF THE SCHOOL DISTRICT

It is understood by the parties that under the laws of the Commonwealth of Pennsylvania, the Board is forbidden to, and by this Agreement does not, waive any rights or powers granted it by such laws. Management of the Easton Area Schools is vested solely with the Board.

The Board reserves to itself sole jurisdiction and authority over matters of policy and management. Those matters of written policy as now recorded, or as amended and recorded during the life of this Agreement by the Board are expressly acknowledged and accepted by the bargaining agent on behalf of its members as the policy of the Easton Area School District to which all employees are bound.

XI. SEPARABILITY

If any provisions of this Agreement or any application of this Agreement to any Bargaining Unit Member or group of Bargaining Unit Members 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.

XII. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual Bargaining Unit Member heretofore or hereafter executed shall be subject to and be consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

XIII. COLLECTIVE BARGAINING LAW

The parties hereto agree that the items listed above shall not be considered to establish the scope of negotiable items for any future contracts and the parties agree that future contracts shall be negotiated with the spirit and interest of Act 195 and Act 88 aforesaid.

XIV. STATUTORY SAVINGS CLAUSE

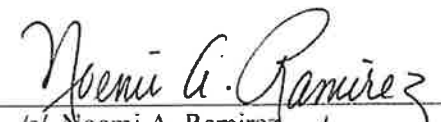
Nothing contained herein shall be construed to deny or restrict to any Bargaining Unit Member such rights as he or she may have under the Public School Code of 1949 as amended, or any new Public School Code which becomes effective during the term of this Agreement, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. Moreover, the rights granted to Bargaining Unit Members hereunder shall be deemed to be in addition to those provided in Pennsylvania Basic Education Laws, Regulations, Standards, and Circulars and any other regulatory memoranda originating with the Pennsylvania Department of Education.

XV. EFFECTIVE DATE AND SIGNATURE

The Agreement is made and entered the day and year first written to be effective as set forth herein.

EASTON AREA SCHOOL DISTRICT


/s/ Jodi Hess


/s/ Noemi A. Ramirez

EASTON AREA EDUCATION ASSOCIATION


/s/ Jason Capone


/s/ William Quinn

XVI. RIGHTS OF ASSOCIATION

A. BOARD AGENDA/BOARD POLICIES

All Board agendas and supporting materials, along with Board Policies, are made available through the Board's electronic system for access by the Association and general public.

B. NEGOTIATION INFORMATION

The Association shall be furnished prior to negotiations all available information concerning degrees, years of experience, sex, age, and present insurance rates.

C. FAIR SHARE

The Board and the Association agree to comply with all the provisions of said law.

The Association agrees to extend to all non-members the opportunity to join the Association.

If any legal action is brought against the School District as a result of any action it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The Board agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case.

If the Board does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

The Association agrees in any action so defended to indemnify and hold the School District harmless for any monetary damages the School District might be liable for as a consequence of its compliance with this Article; except that it is expressly understood that this save harmless provision will not apply to any legal action which may arise as a result of any willful misconduct by the School District or as a result of the Board's failure to properly perform its obligation under this Article.

D. RELEASE TIME FOR PRESIDENT

Each year of the Agreement, the Association President shall have a half-day teaching schedule (three classes and a duty assignment). The remainder of this day will allow the President to attend to the functions of his/her office. The President shall suffer no loss in salary, benefits, or other contractual advantage to which he/she is entitled.

XVII. RIGHTS OF BARGAINING UNIT MEMBER

A. JUST CAUSE

Bargaining Unit Members shall not be disciplined, reprimanded, reduced in rank or compensation or discharged without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be in the presence of others, including but not limited to Bargaining Unit Members, parents and/or students, shall be subject to the grievance procedure

herein set forth. All information forming the basis for disciplinary action shall be made available to the Bargaining Unit Member and the Association.

B. REQUIRED MEETINGS OR HEARINGS

Whenever any Bargaining Unit Member is required to appear before a supervisor, as defined in Act 195, concerning any matter which could adversely affect the Bargaining Unit Member's continuation in office, position or employment or the salary or any increments pertaining thereto, then prior written notice shall be given except in emergency, stating the reasons for such meeting or interview and the right to have a representative of the Association or legal counsel present for advice and representation during such meeting or interview. This section shall not be construed to limit Bargaining Unit Member conferences and discussions relative to items documented on the Bargaining Unit Member evaluation.

C. EVALUATION OF STUDENTS

Bargaining Unit Members shall maintain the exclusive right and responsibility to determine grades of students. No grade shall be changed without the approval of the Bargaining Unit Member with the following exception: If the principal and the Bargaining Unit Member cannot agree after consultation, then the principal may change a failing grade to pass the student, but shall not give the student any numerical grade. He/she must note that said change was made by the principal on the student's permanent record and shall notify the Bargaining Unit Member in writing.

D. EVALUATION OF BARGAINING UNIT MEMBERS

Bargaining Unit Members shall be given a copy of any evaluation report prepared by the evaluators no later than five days after said observation resulting in that evaluation. No such report shall be submitted to the Central Office, placed in the Bargaining Unit Member's file, or otherwise acted upon without prior conference with that Bargaining Unit Member. No Bargaining Unit Members shall be required to sign any evaluation form except to acknowledge receipt of said evaluation form and report.

E. BARGAINING UNIT MEMBERS' FILES

Only a single file shall be kept for each Bargaining Unit Member and that file shall be maintained at the central office of the Easton Area School District. No material containing a Bargaining Unit Member's conduct, service, character, or personality, which might have a negative reflection upon a Bargaining Unit Member, shall be placed in the personnel file, unless first provided to the Bargaining Unit Member. Bargaining Unit Members have the right to enter material in their own file with the approval of the person in charge of such files. In the event that any materials concerning a Bargaining Unit Member's conduct, service, character, or personality has a negative reflection upon a Bargaining Unit Member, the Bargaining Unit Member shall have the right to submit, incorporate, and place on file a two 8½ x 11 page rebuttal provided that it is signed and dated by the Bargaining Unit Member.

Any employee receiving an Incident Report may request, through communication directed to the Superintendent and his/her Executive Assistant, the removal of said report from personnel file based on the individual's subsequent and overall good record after a period of two years from the

date of the incident. Requests not initially approved may be renewed at two-year intervals.

F. COLLECTION OF MONIES

There shall be no non-teaching and non-supervisory duties that involve collecting money for profit-making organizations or enterprises.

G. NOTIFICATION OF BARGAINING UNIT MEMBER ASSIGNMENTS

Bargaining Unit Members shall be given written notice of their tentative building and grade/department/course level assignments for the forthcoming school year no later than ten (10) work days before the close of school, except in emergencies. In the event that changes in such assignments are proposed, all Bargaining Unit Members affected shall be notified promptly, through District email.

H. SUPERVISORY DUTIES

Bargaining Unit Members shall not evaluate other members of the bargaining group. In addition, Bargaining Unit Members shall not be required to perform supervisory duties over the other Bargaining Unit Members except in cases of emergency. Head coaches are able to evaluate their assistant coaches on their coaching abilities.

I. LUNCH PERIOD

Bargaining Unit Members shall have at least a thirty-minute duty-free lunch period. This time shall not include any supervision of students.

J. LEAVING THE BUILDING

Bargaining Unit Members may leave the building during their scheduled duty-free lunch period providing that they personally register in the building's main administrative office prior to leaving the building at the time of departure and upon re-entry the time of return. Principals shall retain such records and shall submit to the Central Office as per present policy or any appropriate change of policy.

K. SAFE WORKING CONDITIONS

Bargaining Unit Members shall not be required to work under conditions which violate Pennsylvania laws regarding safety, unsafe and hazardous conditions. Bargaining Unit Member attendance shall not be required whenever student attendance is not required because of a violation of said laws or regulations. However, a Bargaining Unit Member may be reassigned to any other appropriate location within the school district for professional duties.

Bargaining Unit Members shall not be required to report to work when all the schools in the District are closed due to inclement weather or emergency. When weather conditions or other emergencies necessitate an altering of the school schedules (such as early dismissals), all staff shall be allowed to report to work at the later starting time and/or leave the building as soon as possible but no later than one-half hour after the dismissal of students. In an emergency situation, a proportionate number of Bargaining Unit Members chosen on a rotating basis can be requested

to stay at school with remaining children.

L. POSTING OF VACANCIES

Whenever a professional vacancy is anticipated or occurs and a replacement is necessary, the Administration shall promptly post notice of same for no less than seven (7) days before the deadline of submission of application to fill said vacancy via district-wide e-mail and notify the Association of said vacancy via district-wide e-mail, when administratively possible. The administration does not have to post positions during the month of August.

M. TRANSFERS

1. By Request of Professional Employee – requests by a Bargaining Unit Member for a transfer to a different class, building, or position shall be made in writing to the Human Resources Department no later than March 1. The letter shall set forth the reasons for the transfer request and the grade, school or position sought.
2. By Administrative Decision – Transfers brought about as a result of an administrative decision shall be made with the best interest of the district in mind. Consideration will be given to the interests, past experiences, and aspirations of the professional employee in making a final recommendation for transfer. Notice of transferring reason will be discussed with the affected employee by the principal and/or appropriate administrator.

Notwithstanding the above, every effort will be made to preclude the transfer of a tenured employee who has been transferred within the previous four (4) years.

N. PERSONAL LIFE

The personal life of a Bargaining Unit Member is not an appropriate concern of the Board except when appropriate under the laws of the Commonwealth of Pennsylvania or under the regulations of the Department of Education or when it directly affects the educational process to a substantial degree.

O. SICK LEAVE

At the beginning of every school year each employee will be credited with ten (10) sick days of which five (5) may be used for family sick leave and an additional five (5) or a total of ten (10) may be used for adoption and/or a hospitalized child or hospitalized spouse or parent. Any sick day not used during the school year will be accumulated as sick days. There shall be no limitation on the number of available sick days an employee may use during the school year.

When a Bargaining Unit Member uses sick leave, a physician's certificate for any absence of three or more consecutive days will be required upon request. A Bargaining Unit Member may use all of his or her accumulated sick leave in any one year provided an adequate medical report showing the necessity for the extended leave is filed in the office of the Chief Human Resource Officer.

P. NOTIFICATION OF ACCUMULATED SICK LEAVE

Bargaining Unit Members shall be given a written accounting on their electronic payroll stub of their individual accumulated sick leave.

Q. SUBSTITUTE SERVICE

Parties agree that the Board will provide substitute Bargaining Unit Members when needed. Parties agree that the Board will provide substitute Pupil Services Professional Staff, when determined as necessary by the administration. The process for arranging substitutes will be determined through administrative procedure. The employee shall be responsible for entering their absence in the Absence Reporting System. (Ex. Frontline)

Members of the bargaining unit may be asked to substitute during their preparation period in the case of an emergency. All efforts will be made to secure a substitute prior to such a request. Any Bargaining Unit Member who is asked to and voluntarily agrees to waive their preparation period will be compensated at the curriculum rate for each preparation period lost. Each building shall create a system to ensure each interested employee has a fair opportunity to voluntarily waive a preparation period. There will be no limit on the number of preparation periods an individual may waive per academic year.

Whenever a class is split due to a Bargaining Unit Member absence, the staff members receiving the students shall be compensated at the following rates: five dollars (\$5.00) per student for the general education elementary classroom Teacher, and one dollar twenty-five cents (\$1.25) per student for the Special Area Teachers when students are split at the elementary level.

R. ASSAULT

Bargaining Unit Member who are physically assaulted in the course of their employment and, as a result, are unable to perform their duties due to injuries resulting from such assault shall receive salary and benefits according to Worker's Compensation Law, on circumstance of the following conditions:

1. The incident was reported by the Bargaining Unit Member or designee to the principal's office within forty-eight (48) hours of the assault.
2. If directed by the Administration, criminal charges were filed by the Bargaining Unit Member against the alleged assailant or assailants, if known. It is understood that all costs in pursuing criminal prosecution will be at the Board's expense.
3. The assault occurred on school premises during the school day or during an assigned school-related activity but within the Bargaining Unit Member's normal work year or as the case may be during the Bargaining Unit Member's extended work year while the Bargaining Unit Member was performing teaching or supervisory duties or was the result of the Bargaining Unit Member's effort to quell a disturbance involving students or to prevent injury or further injury to a student or students.

4. The Bargaining Unit Member was acting in a reasonable and prudent manner so as not to provoke or instigate the alleged assault, as determined by the Administration after receipt and review of all evidence.
5. A physician's statement was submitted in support of the Bargaining Unit Member's absence of more than three (3) days.
6. A Workers' Compensation claim form was filed and has been approved.

S. PROFESSIONAL DRESS CODE

A code of professional attire shall be developed jointly and mutually agreed upon by administrators and Bargaining Unit Members. Association members shall be professionally attired befitting the position and connoting the businesslike atmosphere we are seeking to foster.

T. TEACHING HOURS AND TEACHING LOAD

Overall Days — 188

Student Days — 180

- 162: 7 hour 40 minutes
- 18: 7 hour 20 minutes with 60-minute mtg (September to May) (no more than two a month)

Last two days of student calendar shall be half days with Bargaining Unit Member-directed work on both half-day afternoons; one hour shall be available for a building-level meeting.

8 scheduled days at 5 hours and 30 minutes

- 3 District-Directed prior to first student day
- 1 Bargaining Unit Member-Directed (set-up) prior to first student day
- 3 District-Directed after the first student day
- 1 District-Directed TBD Remote
- All of these days shall be scheduled prior to the last student day
- District shall have the option to make any or all District-Directed days remote or flex at their discretion except where noted.
- TBD days shall stay remote with 85 percent attendance rate

The Remote day attendance mentioned above shall have the following parameters:

- The guidelines for the Remote day will be reviewed by the Association and distributed to all Bargaining Unit Members by the District in advance of the Remote days.
- The Attendance Rate shall be determined by current Bargaining Unit Members who are not on an approved leave of absence, Sabbatical, Jury Duty, Bereavement, School-

Related Trip/Event, and/or other items determined by the District.

- The Attendance Rate of the prior school year Remote day will determine if the day remains remote (85% attendance or above) or becomes an in-person day (less than 85% attendance).
- Once a remote day becomes an in-person day because the attendance threshold is not met, the day remains an in-person event for the remainder of the contract term.

In each year of the term, the first inclement weather student day shall be a non-working day for bargaining unit members and cannot include any flexible instruction/virtual options. This day shall not be added to the school calendar as long as the yearly PDE student hours have been otherwise scheduled for the overall school calendar.

In addition, the Superintendent or the designee may be able to assign up to five (5) hours of online mandated trainings and/or state requirements to be completed by the members of the bargaining unit. Trainings shall be assigned with a deadline for completion of at least fifteen (15) working days. It shall be at the discretion of the District to use a portion or all of the hours each year due to the rotation of trainings. The online trainings overall time for this clause shall never exceed the maximum of five (5) hours. A list of possible trainings could include but shall not be limited to the following:

- Suicide Prevention Training
- Bullying Prevention Training
- Any required Act 126 (ChildLine) trainings as required by the State
- Opening of Schools Policy Review

Elementary and Middle (K-8) Parent Teacher conferences will occur over a three (3) day period.

- Day 1 – AM student and PM Conferences with regular working hours
- Day 2 – Conferences will begin at 12:00 PM to 7:30 PM: No Student Time.
- Day 3 – Conferences 8:00 AM – 11:30 AM Bargaining Unit Member dismissal shall occur at the end of the conference time; No Student Time

Each Bargaining Unit Member shall have at least five Bargaining Unit Member unassigned periods per week during the student day, which shall be equal to the length of a class period as prevails in the building. Elementary Bargaining Unit Members shall have no less than forty (40) minutes per day of Bargaining Unit Member unassigned time within the pupil day, thirty (30) minutes of which shall be consecutive. During parent conferences, the forty (40) minutes of unassigned time shall include at least twenty (20) consecutive minutes. Such time shall be waived during, principal-Bargaining Unit Member evaluation conferences, early release days, and early dismissal days. There shall be no more than one day in the week when there is no Bargaining Unit Member unassigned period. In addition, each Bargaining Unit Member shall have a ½-hour duty-free lunch.

There will be no elementary and middle (K-8) morning meetings the week prior to the due date of report cards. There will be no elementary and middle (K-8) morning meetings the week prior and the week of parent conferences.

Unassigned period shall be defined as a preparation period which should be utilized for instructional duties such as planning, co-planning, and assessing the instructional program; self-directed conferring with parents, students, colleagues, or administrators; updating records; or other instructional duties deemed appropriate.

Bargaining Unit Members are required to remain in the building for the contracted hours with the exception of their duty-free lunch as outlined in Section I.

Bargaining Unit Members will be required to attend one open house per year not to exceed 2½ hours. The ending of Open House should not exceed beyond 8:00 p.m.

Workday Professional Development time shall be provided on 160 student days, as stated above, and will be dedicated to activities such as:

- ! Subject area meetings
- ! Team meetings
- ! Meetings amongst staff for the purpose of coordinating programs
- ! In-service
- ! Peer coaching
- ! Child study meetings
- ! IEP, GIEP, or 504 meetings
- ! Parent conferences/contacts
- ! Preparation of progress reports/report cards
- ! Pre/post evaluation conferences
- ! Other relevant activities, as determined by the building administration

Effective for the term of the agreement, the following shall apply:

- I. Student Services Professional Staff (School Counselor/Certified School Nurse/School Psychologist):
 - "# Additional pupil service summer hours, paid at the Instructional/Student Services curriculum rate, at a minimum of 48 hours and at a maximum of 98 hours mutually agreed upon by the supervisor and the bargaining unit member. In the event that the supervisor and the bargaining unit member cannot mutually agree, the hours will be determined at the discretion of the supervisor based upon the determination of hours needed in order to complete the necessary responsibilities.
 - \$# Hours shall be worked during the summer or fourteen (14) hours may be flexed into the school year.
- II. All newly hired Bargaining Unit Members shall be required to participate in three (3) days of mandatory uncompensated pre-employment training as scheduled by the District prior to the first day for Bargaining Unit Members to report to work for the school year. Each uncompensated pre-employment training day shall not exceed eight (8) hours in duration including a thirty (30) minute lunch break. The Association shall have the right to meet with the newly hired Bargaining Unit Members for ninety (90) minutes as scheduled by the District during the mandatory

employment training each year to discuss Association business and issues with the newly hired Bargaining Unit Members.

APPENDIX A — PROFESSIONAL COMPENSATION

A. DETERMINATION OF SALARY STEP

1. A Bargaining Unit Member who is not a Long-Term Substitute hired prior to the 93rd day of the school year will be credited with one full year of service at the end of the year and advanced to the next step at the beginning of the next school year. A Bargaining Unit Member hired on or after the 93rd day of the school year will not be credited with service for that time and will remain on the same step for the next school year. When a vacancy occurs before the 93rd day of the school year, the District will attempt to fill the position with a temporary professional employee or a professional employee. The Association agrees to waive this provision if the District can provide sufficient evidence that no properly certified Bargaining Unit Member was available.
2. Bargaining Unit Members who are on a leave of absence without pay for more than one half of the school year (93 days) will remain on the same step for the next school year. Those whose leave of absence without pay is for one half of the school year (92 days) or less will advance to the next full step at the beginning of the next school year.
3. The Superintendent/Designee shall place the Long-Term Substitute on the salary schedule, as appropriate.

B. PER DIEM

Any Bargaining Unit Member required to perform professional duties beyond the regular school day or school year shall be compensated at the Bargaining Unit Member's per diem rate or fraction thereof except as provided in "C" below, and as provided in Appendix B, A., Sections A, B, C, D, and E.

C. PROFESSIONAL DEVELOPMENT/CURRICULUM RATE STRUCTURE

1. The "Instructional/Student Services" rate shall apply to those bargaining unit members who participate in activities including but not limited to curriculum writing, after-school or summer programs, Student Services Summer Hours, summer in-service workshops or other meetings outside of the student day as approved by a Director, as follows:

2025-2028 \$45.00/hour

2. The "Non-instructional" rate shall apply for those bargaining unit members who participate in activities including but not limited to proctoring after-school detentions, Saturday detentions, Kindergarten Registration, and after-school Computer/Writing lab supervision, as follows:

2025-2028 \$35.00/hour

3. Induction Salaries at \$75.00 per month, to be paid to mentors for twenty (20)

months.

4. Teachers that have completed PA Induction in another school district, \$30.00 per month to be paid to mentors for six (6) months.

D. METHOD OF PAYMENT

During the life of this agreement, members of the bargaining unit shall receive compensation in accordance with existing practice. Each employee covered by the provisions of this agreement shall receive their annual salary or wages in twenty-four (24) pay periods. Whenever a pay period falls during a school holiday, the pay period shall be advanced to the last school day prior to the holiday except when schools are closed for three or more work days within the work week wherein pays are normally scheduled for distribution or in cases of emergency; in either case, pays will be distributed as soon as practicable. Payment shall be by Direct Deposit only in an account designated by the employee.

E. SALARY SCHEDULE

Easton Area Education Association								
2025-2026 Year 1								
Salary Schedule								
To Max	Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
14	1	64,930	65,440	68,500	70,795	73,090	75,385	77,680
13	2	65,746	66,256	70,336	72,631	74,926	77,221	79,516
12	3	66,970	67,480	71,560	73,855	76,150	78,445	80,740
11	4	67,990	68,500	73,192	75,487	77,782	80,077	82,372
10	5	69,520	70,030	75,130	77,425	79,720	82,015	84,310
9	6	71,050	71,560	77,170	79,465	81,760	84,055	86,350
8	7	72,070	72,580	78,700	80,995	83,290	85,585	87,880
7	8	73,600	74,110	80,740	83,035	85,330	87,625	89,920
6	9	75,130	75,640	82,780	85,075	87,370	89,665	91,960
5	10	76,660	77,170	84,820	87,115	89,410	91,705	94,000
4	11	78,190	78,700	86,860	89,155	91,450	93,745	96,040
3	12	79,210	79,720	88,900	91,195	93,490	95,785	98,080
2	13	81,250	81,760	91,450	93,745	96,040	98,335	100,630
1	14	82,780	83,545	93,745	96,040	98,335	100,630	102,925
Top	15	86,450	87,980	98,690	100,730	102,770	104,810	106,850

Easton Area Education Association

2026-2027 Year 2

Salary Schedule

To Max	Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
14	1	67,030	67,540	70,600	72,895	75,190	77,485	79,780
13	2	67,846	68,356	72,436	74,731	77,026	79,321	81,616
12	3	69,070	69,580	73,660	75,955	78,250	80,545	82,840
11	4	70,090	70,600	75,292	77,587	79,882	82,177	84,472
10	5	71,620	72,130	77,230	79,525	81,820	84,115	86,410
9	6	73,150	73,660	79,270	81,565	83,860	86,155	88,450
8	7	74,170	74,680	80,800	83,095	85,390	87,685	89,980
7	8	75,700	76,210	82,840	85,135	87,430	89,725	92,020
6	9	77,230	77,740	84,880	87,175	89,470	91,765	94,060
5	10	78,760	79,270	86,920	89,215	91,510	93,805	96,100
4	11	80,290	80,800	88,960	91,255	93,550	95,845	98,140
3	12	81,310	81,820	91,000	93,295	95,590	97,885	100,180
2	13	83,350	83,860	93,550	95,845	98,140	100,435	102,730
1	14	84,880	85,645	95,845	98,140	100,435	102,730	105,025
Top	15	88,550	90,080	100,790	102,830	104,870	106,910	108,950

Easton Area Education Association

2027-2028 Year 3

Salary Schedule

To Max	Step	Bachelors	B+15	Masters	M+15	M+30	M+45	PhD
14	1	69,030	69,540	72,600	74,895	77,190	79,485	81,780
13	2	69,846	70,356	74,436	76,731	79,026	81,321	83,616
12	3	71,070	71,580	75,660	77,955	80,250	82,545	84,840
11	4	72,090	72,600	77,292	79,587	81,882	84,177	86,472
10	5	73,620	74,130	79,230	81,525	83,820	86,115	88,410
9	6	75,150	75,660	81,270	83,565	85,860	88,155	90,450
8	7	76,170	76,680	82,800	85,095	87,390	89,685	91,980
7	8	77,700	78,210	84,840	87,135	89,430	91,725	94,020
6	9	79,230	79,740	86,880	89,175	91,470	93,765	96,060
5	10	80,760	81,270	88,920	91,215	93,510	95,805	98,100
4	11	82,290	82,800	90,960	93,255	95,550	97,845	100,140
3	12	83,310	83,820	93,000	95,295	97,590	99,885	102,180
2	13	85,350	85,860	95,550	97,845	100,140	102,435	104,730
1	14	86,880	87,645	97,845	100,140	102,435	104,730	107,025
Top	15	90,550	92,080	102,790	104,830	106,870	108,910	110,950

One column movement shall be permitted every twelve (12) months. Reference V. Wages and Salary Provision for submission details.

F. LONGEVITY

This is an annual longevity payment made to Bargaining Unit Members with years of service at Easton Area School District.

Tier	
20 years – up to 25 years	\$500
25 years – up to 30 years	\$1000
30 years and above	\$1500

G. NATIONAL BOARD CERTIFICATION

An annual stipend payment of \$2,500 will be paid to Bargaining Unit Members who have obtained and maintain a national board certification through the National Board for Professional Teaching Standards or the National Board for Certification of School Nurses or the American Nurses Credentialing Center for education specialists employed as school nurses within the Easton Area School District. All Bargaining Unit Members hired as of July 1, 2016 and those Bargaining Unit Members hired prior to July 1, 2016 who do not have the National Board Certification as of that date, upon obtaining and maintaining the certification, will be paid an annual One Thousand Dollar (\$1,000) stipend for ten (10) consecutive years.

APPENDIX B — SUPPLEMENTAL SALARIES AND FRINGE BENEFITS

A. EXTRA PAY FOR EXTRA DUTY

Prior to the start of each school year, the Association and the Administration will review the listed positions for any changes or deletions. A committee consisting of association members appointed by association and building administration will be created at each Building to determine the events/activities and number of units for each based on the Building initiatives and Long-Range Plans. The superintendent or designee will resolve any disputes.

The Charts outlined below are from the Approved MOU between Easton Area School District and Easton Area Education Association.

Section A. STIPENDS

Clubs, Associations, Organizations and Activity Groups - The advisors of administratively approved school clubs, associations, organizations and activity groups shall be paid pursuant to the following schedules:

School Year	Base Rate Section A
2025/2026	\$779
2026/2027	\$804
2027/2028	\$828

Advisors for additional clubs and associations will be compensated if prior approval has been granted by the Board of Education wherein the clubs and associations are to exist. The Board of Education reserves the right to allocate up to 20 additional units for activities that they deem appropriate.

District-Wide:

- *Art Show..... 1 (per teacher)
- *Odyssey of the Mind (District-Wide)..... 3

Elementary Schools:

Shall not exceed ten (10) units per school which does not include Newspaper (2 units) and Yearbook (2 units). Each year the Building Committee consisting of Association members appointed by association and building administration will determine the events/activities and number of units for each based on the Building initiatives and Long-Range Plans. The superintendent or designee will resolve any disputes.

- Newspaper.....2
- Yearbook.....2

The Superintendent or Designee will approve the offerings each year.

Middle School Grades 6-8:

Shall not exceed twenty five (25) units per school which does not include Drama/Play (15 units), Newspaper (6 units) and Yearbook (10 units). Each year the Building Committee consisting of Association members and building administration will determine the events/activities and number of units for each based on the Building initiatives and Long-Range Plans. The superintendent or designee will resolve any disputes.

The Superintendent or Designee will approve the offerings each year.

Easton Area High School:

Shall not exceed seventy (70) units per school which does not include Musical (20 units), Newspaper (8 units) and Yearbook (12 units). Each year the Building Committee consisting of Association members and building administration will determine the events/activities and number of units for each based on the Building initiatives and Long-Range Plans. The superintendent or designee will resolve any disputes.

The Superintendent or Designee will approve the offerings each year.

Section B. COACHING SALARIES

School Year	Base Rate Section B
2025/2026	\$13,376
2026/2027	\$13,808
2027/2028	\$14,220

Head Coaches

100%

Football

90%

Basketball (B&G)

Wrestling

75%

Outdoor Track

70%

Baseball

Swimming

Softball

60%

Cross Country

Cheerleading

Soccer (B&G)

Lacrosse

Field Hockey

50%

Middle School/Jr. High Football

Indoor Track

45%

Volleyball (B&G)

Middle School/Jr. High Basketball (B&G)

Middle School/Jr. High Wrestling

45%

Golf

Tennis (B&G)

40%

Middle School/Jr. High Cheerleading

Middle School/Jr. High Baseball

Middle School/Jr. High Field Hockey

Middle School/Jr. High Softball

Middle School/Jr. High Volleyball

Middle School/Jr. High Cross Country

Middle School/Jr. High Track & Field

Assistant Coaches

70% of their sport's percentage

Salaries of newly hired or promoted coaches shall be determined by applying the coach's salary percentage outlined in Section B to the base rate for the year and adding \$50 for each year of credited coaching service in the particular sport.

Experience Credit - Years of service as a Head Coach or Assistant Coach of a particular sport within the Easton Area School District shall be credited on a one-to-one basis. Service outside the district shall be on the basis of one-year credit for two years service.

In cases of advancement to a Head Coach, years of service as an Assistant Coach of a particular sport within the Easton Area School District shall be credited on a one-to-one basis.

Incumbent coaches shall retain their existing credited service. There shall be no retroactivity for previous experience not credited. The application of the above formula shall not result in diminishing any coach's salary. Incumbent coaches (same levels, same percentages) shall be guaranteed to earn \$50.00 more than any newly hired incoming coach without experience.

Application of Salary Increases - All incumbent coaches shall receive the appropriate percentage of the base rate increase for each year of the agreement added to their previous year's coaching salary.

Calculating Per Diem Pay - For the purpose of calculating per diem pay, a coach's season shall be defined as commencing on the date of the first permitted practice and terminating on the date of the last regularly scheduled contest. There shall be no additional compensation for any contests beyond the regularly scheduled season.

Section C. MUSIC SALARIES

Instructors' salaries shall be determined by applying the percentage outlined herein to the following base rates:

School Year	Base Rate Section C
2025/2026	\$10,389
2026/2027	\$10,725
2027/2028	\$11,045

High School Band Director.....	100%
High School Assistant Band Director.....	50%
High School Drill Team Instructor.....	50%
High School Twirling Instructor.....	50%
High School Pep Band.....	10%
High School Jazz Band.....	25%
High School Orchestra.....	30%
High School Chorus.....	28%
High School Choir.....	21%
High School Chamber Singers.....	15%
High School Jazz Chorale.....	25%
High School Treble Choir.....	25%
Middle School Grade 6 Band Director.....	10%
Middle School Grade 6 Chorus.....	10%
Middle School Grade 6 Chorale.....	10%
Middle School Grade 6 Orchestra.....	10%
Middle School Grades 7-8 Band Director.....	50%
Middle School Grades 7-8 Assistant Band Director.....	15%
Middle School Grades 7-8 Color Guard.....	21%
Middle School Grades 7-8 Jazz Band.....	25%
Middle School Grades 7-8 Orchestra.....	28%
Middle School Grades 7-8 Chorus.....	25%
Middle School Grades 7-8 Chorale.....	25%
Elementary Chorus.....	8%
Elementary Orchestra.....	8%

Section D. COORDINATORS

Subject coordinators department coordinators shall be paid as follows:

School Year	Base Rate Section D	Other
2025/2026	\$1,948	Plus \$40/teacher
2026/2027	\$2,011	Plus \$40/teacher
2027/2028	\$2,071	Plus \$40/teacher

Each subject coordinator shall have one (1) period per day to complete the duties commensurate with the position. Said period shall be equal to the length of a class period as prevails in the building. The number of teachers per department shall include the subject coordinator. In the event of a teacher whose period per day to complete the duties commensurate with the assignment involves teaching subjects within a given department but in different buildings, the dollar amount per teacher shall be prorated in the proportionate amounts equal to the number of teaching positions assigned in each building with said amount to be credited to the respective coordinators within each building.

Subject coordinators will be selected for a period of one (1) year, or whenever a coordinator vacancy occurs. Employees may serve consecutive periods in the coordinators' positions. The final decision of who the subject coordinator will remain at the discretion of the District.

Section E. HEAD TEACHER

The Head Teacher position shall exist in each elementary school without an Assistant Principal or Dean of Students and shall only be utilized when the Principal is not present in the school building or otherwise assigned to a full-day training. The Principal shall notify the Head Teacher at all times when the Principal leaves the school building.

The Head Teacher shall be compensated at the base rate per year. Each Head Teacher is responsible for reporting to his/her building principal. The District shall have final decision on choosing the Head Teacher for each building. All Head Teachers shall be Board approved on an annual basis.

School Year	Base Rate Section E
2025/2026	\$2,273
2026/2027	\$2,346
2027/2028	\$2,416

B. HEALTH INSURANCE

A group medical and prescription plan shall be purchased for each active full-time employee who elects coverage and the employee's dependent(s).

The District will provide a choice of either a traditional indemnity plan or a PPO plan for all eligible employees hired prior to July 1, 2016. For all full-time employees hired on or after July 1, 2016, the District will provide a PPO plan only. For the traditional plan, the Major Medical deductible will be \$700. Such deductible is measured on a calendar year basis. The PPO co-pay will be \$30 Primary Care, \$40 Specialist, and \$50 Urgent Center. The PPO deductibles will be \$300/\$600/\$900. Starting January 1, 2026, the PPO deductibles will be \$500/\$1000/\$1000. The PPO co-pay will be \$30 Primary Care, \$40 Specialist, \$60 Urgent Care, and \$100 Emergency Room. See Appendix D for Benefit Highlights — PPO Plan.

Prescription co-pays will be \$10/\$35/\$50 retail and \$20/\$70/\$100 mail order. The Prescription Plan will have a deductible of \$100.

Mandatory Generic Substitution:

Mandatory Generic substitution requires pharmacists to dispense a generic drug when available unless the prescriber specifies "brand medically necessary" or the patient opts to pay the price difference.

GLP-1 Drugs for Weight Loss will be covered in the following way:

2025-2026: Continue coverage as listed above.

2026-2027: Cost share at 50 percent of the total cost to the District and 50 percent of the total cost to the Bargaining Unit Member.

2027-2028: Cost share at 25 percent of the total cost to the District and 75 percent of the total cost to the Bargaining Unit Member.

Any change of carriers that will provide coverage equivalent to the above shall be at management's discretion.

The following yearly employee contribution schedule will be observed throughout the duration of this agreement. The yearly amount will be deducted in equal installments per pay based on the agreed upon number of pays per year through the life of this agreement.

Single	\$1,930
2 Party	\$2,060
Family	\$2,190

Duplication of coverage will not be allowed. If a spouse is employed by the District in any capacity not limited to this unit, the coverage afforded will be the higher of the two but not both.

Members who are eligible for coverage under the District medical, prescription, and dental plans and who are willing to discontinue that coverage shall receive a bonus payment of two hundred fifty dollars (\$250) to be included in each of the Member's bimonthly pay throughout the year. Members who must re-enroll or newly enroll in the medical, prescription, and dental plans prior

to a full year of disenrollment due to loss of alternative medical, prescription, dental coverage or other emergency circumstances may do so, subject only to limitations imposed by the medical insurance plan or carrier, and/or as allowable under state and federal laws.

Part-time Bargaining Unit Members employed prior to October 25, 2004 are eligible for health benefits under the same conditions as full-time Bargaining Unit Members. Part-time Bargaining Unit Members hired after this date will not be eligible for health benefits.

The parties acknowledge that the Patient Protection and Affordable Healthcare Act (ACA) imposes an excise tax ("Tax") on any healthcare plan for which the cost exceeds certain statutorily-defined limits. If, at any time during the term of this contract or any subsequent status quo, healthcare plan(s) provided by the District to the bargaining unit members ("Plan") exceed those statutorily-defined limits and a Tax is imposed on any Plan before a successor contract is reached, then at least thirty (30) days prior to the date upon which the Tax will be imposed:

1. Any Plan that triggers the Tax will be modified by agreement of the parties; and
2. If the District and the Association are unable to agree upon a new Plan that does not exceed the statutorily-defined limits within thirty (30) days prior to the date upon which the Tax will be imposed, any Tax imposed upon any Plan and any amount by which such Plan exceeds the statutorily-defined limits will be shared equally between the parties. Such payments made by the Association will be in addition to any premium contribution required to be paid by bargaining unit members under the Collective Bargaining Agreement.

C. DENTAL INSURANCE

A group dental plan shall be purchased for each active full-time employee and the employee's dependents, including unmarried dependent full-time students up to the age of 23. The maximum benefit per calendar year shall be \$1500 per year per person.

Duplication of coverage will not be allowed. (See B. Health Insurance)

D. LIFE INSURANCE

The Board shall purchase group life, accidental death and dismemberment insurance policy in the face amount of 1.2 times the person's salary for the duration of this contract. Amounts in excess of \$1,000 unit shall be rounded up to the next \$1,000 unit.

E. INSURANCE INDEMNITY

The Easton Area School District will not be held liable for any claims submitted against it by any Bargaining Unit Member, his or her heirs or assigns, should insurance coverage lapse as a result of the Bargaining Unit Member's failure to complete the necessary census data forms upon returning from a leave of absence without pay or to make timely payment of insurance premiums to the district while on leave of absence without pay.

The Board agrees to implement all the insurance coverage above as soon as possible.

F. TUITION REIMBURSEMENT

All bargaining unit members shall be reimbursed up to an amount equivalent to the East Stroudsburg University (ESU) credit rate for six (6) credits per year (July 1 - June 30). Bargaining unit members who are on a Level I certification who are in the Bachelors and Bachelors plus fifteen columns shall be eligible for nine (9) credits per year (July 1 - June 30). Long-term substitutes are not eligible for tuition reimbursement. Tuition reimbursement is subject to the following conditions and procedures:

Approved Courses – To be eligible for tuition reimbursement, courses must be graduate level taken on college or university campuses, satellite campuses, or a course sanctioned by a college or university, including IU “College Credit” courses. On-line and video courses required for an accredited degree program are also eligible for reimbursement but are subject to pre-approval by the Superintendent or designee. Any questions about reimbursement shall be directed to the Superintendent or designee’s office. Courses must gain for the Bargaining Unit Member one of the following results:

1. An advanced degree in education
2. An advanced degree in the Bargaining Unit Member’s major field or teaching assignment.
3. An area of special need to the district as determined by the Superintendent or designee.

Bargaining Unit Members shall be permitted to take up to two (2) online courses which are not in a degree program through the duration of this agreement as long as the credits earned are in the scope of professional work as an educator and the six (6) credit limit for the year has not been exceeded. Determination as to whether credits apply shall be made by the Superintendent or his/her designee.

A Bargaining Unit Member approved for a sabbatical leave of absence for professional development will be granted tuition reimbursement to complete his/her Board approved program of study up to an amount equivalent to the ESU credit rate for maximum of eighteen (18) graduate credits per year (July 1 - June 30).

Eligibility – In order to qualify for tuition reimbursement, a Bargaining Unit Member must meet the following criteria.

1. At the time of enrollment and when a reimbursement request is submitted, the Bargaining Unit Member must be employed on a regular basis by the district.
2. The Bargaining Unit Member must complete the course and earn a grade of “B” or higher. In the case of a course taken on a pass/fail basis, the Bargaining Unit Member must earn a passing grade.

Procedure – Within thirty (30) days of receiving a final grade for a course, the Bargaining Unit Member shall submit the following:

1. Tuition reimbursement form
2. Official transcript or grade report

3. Bursar's receipt of paid tuition or other proof of payment

Upon receipt of all necessary documents as required above, the Bargaining Unit Member will be reimbursed within sixty (60) days.

Bargaining Unit Members requesting a salary increment increase will be required to submit an official sealed transcript. Submission for salary increases due to degree completion can be submitted with a sealed transcript conferring degree at any time during the school year, but as soon as practicable.

Submission for salary increases due to graduate level course completion beyond a degree can be submitted with sealed transcript reflecting a passing score only in September and January.

Exceptions – Tuition reimbursement will not apply to the following:

1. Grants and fellowships except for the difference between the amount
2. The grant or fellowship and the maximum tuition reimbursement limit
3. Books, fees, mileage, etc.
4. Failure to submit the required information within one (1) year from the enrollment of a course.

Tuition Reimbursement Payback Provisions:

1. A Bargaining Unit Member, who resigns his/her position within one (1) year from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 80% of said amount.
2. A Bargaining Unit Member, who resigns his/her position between one (1) and two (2) years from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 60% of said amount.
3. A Bargaining Unit Member, who resigns his/her position between two (2) and three (3) years from the date of his/her Board approval for tuition reimbursement, will be required to reimburse the District 40% of said amount.
4. As provided herein, a Bargaining Unit Member will reimburse the Easton Area School District in a lump sum within one (1) year from the effective date of resignation. In cases where financial hardship can be demonstrated, the Bargaining Unit Member may be granted an extension by the Board, not to exceed one (1) additional year, to satisfy his/her reimbursement to the District.

A Bargaining Unit Member will not be subject to the aforesaid tuition reimbursement payback provisions due to his/her:

1. Resignation from the District after three (3) years from the date of his/her Board approval for tuition reimbursement;
2. Retirement, furlough or discharge;
3. Resignation due to disability.

G. REIMBURSEMENT FOR TRAVEL EXPENSES

Bargaining Unit Members (except nurses, coaches when an injury occurs) shall not be required to transport students to activities which take place away from the school building. A Bargaining Unit Member may do so voluntarily, however, with the advance approval of his or her principal or immediate supervisor and the parents/guardians. Compensation shall be equal to the prevailing mileage rate paid to school district administrators for use of their automobiles.

Bargaining Unit Members who are required to or who voluntarily, as defined in paragraph above, in the course of their work drive their personal automobiles from one school building to another shall receive a car allowance equal to the prevailing rate paid to school district administrators. The same allowance shall be given for the use of Bargaining Unit Members' personal cars for field trips or other school district business, subject to the approval of the principal or immediate supervisor.

H. PAYROLL DEDUCTIONS

1. The Board agrees to deduct dues and/or fees from the salaries of employees covered by this agreement in equal installments as mutually agreed upon and to transmit the monies promptly to the Union.
2. The Board agrees to extend payroll deductions to include accounts with qualified financial institutions. Employees may choose one institution to receive the payroll deduction and may make no more than two requests for changes in the deduction amount per year.
3. A group tax-sheltered annuity shall be made available to members of the bargaining unit through payroll deductions provided that such availability shall not make the School Board fiscally liable in any way or require exclusivity in any way.

The Union agrees to indemnify and save the Board, and including each individual School Board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs, and liability for reasonable counsel fees and other legal costs, and expenses that may arise out of or by reasons of, action by the Board for the purpose of complying with this dues and fees agreement. In the event that there is any final determination by an administrative agency or a court of law determining that deductions from employees' compensation pursuant hereto are unlawful, illegal, unconstitutional, or otherwise unenforceable, then and in that event, all monies withheld non-consensually from non-members shall be returned to those individuals consistent with the law.

I. OTHER ABSENCES

1. Personal Absence - Bargaining Unit Members shall be entitled to four (4) personal days of absence, with pay, per school year for personal reasons upon prior notification of at least one full work days to their immediate supervisor. Bargaining Unit Members shall be entitled to use two (2) personal days for emergencies upon the approval of their immediate supervisor and do not require the full work day advance notice. Use of non-emergency personal days is restricted to not more than 10% of the staff of any building for a given day. Any personal days not used shall be cumulative

as personal days and for retirement purposes. No more than five (5) personal days may be taken in any given school year unless approved by the Superintendent. The five-day limit shall be waived for those Bargaining Unit Members who have been Board approved for retirement purposes during any year of the Agreement. When an employee takes a day off on a day not recognized on the Board-approved calendar, the employee must use a personal day when the day off is not due to illness.

2. Jury Duty/Witness Duty – Whenever any Bargaining Unit Member is required to serve on any jury or to testify pursuant to a subpoena, there shall be no deduction in the wages or benefits of said Bargaining Unit Member. Any compensation received by said Bargaining Unit Member, exclusive of transportation allowance or compensation above his/her regular per diem salary and cost of a substitute Bargaining Unit Member, will be remitted to the District.
3. Death in the Family – Whenever a Bargaining Unit Member is absent from work because of death in the immediate family, there shall be no deduction in the wages or benefits of said Bargaining Unit Member for absence from the day of death, up to a maximum of five (5) days. The Superintendent may extend the period of absence with pay as necessary upon the written request from the Bargaining Unit Member. If necessary, the Board may further extend the period of absence without pay. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, grandparent, grandchild, son-in-law, daughter-in-law, stepson, step-daughter, stepmother, stepfather, or permanent resident(s) in the home. One day of the allotted bereavement may be used for a scheduled memorial and/or work of the estate if it is used within the current academic year with approval of the Superintendent or designee.

Whenever a Bargaining Unit Member is absent from work because of the death of a near relative, there shall be no deduction in the wages or benefits of said Bargaining Unit Member for absence on the day of the funeral or memorial service. The Superintendent may extend the period of absence with pay as necessary upon the written request from the Bargaining Unit Member. The Board may further extend the period of absence without pay. A near relative shall be defined as first cousin, aunt, uncle, niece, nephew, brother-in-law, or sister-in-law.

Bargaining unit members shall be entitled to use one (1) sick day per year for the funeral of a friend.

J. INCOME PROTECTION

The Board shall provide income protection for any full-time and part-time bargaining unit member, except long-term substitutes, who is unable to perform those duties required due to illness or accidental injury which occurs during the life of this contract and during the work year as provided herein.

Definitions:

Injury is defined as a bodily injury caused by an accident occurring while employed by the school district except while on an approved leave of absence without pay which,

independently of all other causes, results in the employee's inability to perform those duties required, provided said disability occurs within 90 calendar days of the accident.

Sickness is defined as any cause for disability not excluded under "limitations and exceptions" and which does not qualify as an injury according to the definition above.

Vacation is defined as any period during which the employee's conditions of employment would not require active performance of those duties associated with the employee's occupation.

Leave of Absence Without Pay is defined as a leave granted the employee by the Easton Area School Board after all accumulated sick days have been exhausted.

Workday is defined as any day that an employee would normally be required to be on full-time active duty – a day for which the district would pay sick leave benefits.

Benefit Provisions:

1. Income protection benefits will begin after all accumulated sick days earned have been exhausted, but in no case sooner than 30 consecutive work days after the point of sickness or injury.
2. With regard to all income protection payments hereunder, the School District shall be entitled to a credit or offset in the amount of any wage loss, or income loss, or income protection payments received by the employee from any other source whatsoever.
3. Payments will be made in accordance with eligibility criteria as noted herein at the rate of 55% of 1/24th of the annual contracted base salary received at the time sickness or injury occurred, but at no time in excess of \$1500 per pay period, excluding any supplemental pay received over and above the base pay, less any withholdings and deductions as required by government agencies now and in the future and exclusive of any salary increments which may occur during and subsequent to the period of injury or sickness.
4. Payments will coincide with existing pay periods as established under the recently expired contract.
5. The duration of income protection will be for up to 24 pay periods commencing from the date of eligibility (after 30 work days and/or exhaustion of accumulated sick days).

Benefit Limitations and Exceptions:

1. Regular, personal medical care is required in order that the employee will be eligible to receive benefits.
2. Benefits are not payable during any leave of absence other than a leave of absence granted for a compensable disability.

3. Benefits are not payable for disability that arises during a leave of absence until the employee is scheduled to return to active duty status, and then satisfies the qualifying period of being engaged fully and continuously in the occupation for which originally employed for a period of thirty consecutive working days.
4. Accident and Sickness Disability Benefits are not payable with respect to any portion of a period of disability during which the employee is engaged in any work for compensation, wages, or profit.
5. Benefits are not payable for any period of illness or injury:
 - a. Caused by war or any act of war, whether declared or undeclared;
 - b. Caused by intentionally self-inflicted injuries or attempted suicide, while sane or insane;
 - c. Occurring while the employee is in military or naval service of any country or international organization at war, whether declared or undeclared;
 - d. Caused by alcoholism or drug addiction, unless the drugs are being administered on the advice of a physician;
 - e. Caused by mental disorder or civil disturbances;
 - f. Caused by participation in aeronautical events, aviation competitions, or motorized contests, including but not limited to airplanes, racing cars, motorcycles, motor boats, etc.
 - g. Arising out of an occupation from which remuneration was received, whether through self-employment or contracted for by another employer;
 - h. Caused by the commission or participation in a felony.
6. To be eligible for Income Protection benefit, you must complete the following:
 - a. Employed for at least one full year of contracted days.
 - b. One full year of contracted days must pass upon the completion of an income protection leave to be eligible for the benefit again.

Integration with Other Income Benefits:

Income protection benefits of the Easton Area School District will not be payable if any of the following benefits are applicable:

1. Any wage, salary or other income received from the Easton Area School District.
2. Any government (federal, state, or political subdivision thereof) disability or retirement benefit, including Public School Employees Retirement System of Pennsylvania and Social Security (both primary and dependent benefit). If the Social Security Act is amended to increase Old Age Survivors and Disability Insurance benefits after the employee becomes eligible to receive benefits from this plan, the benefits being received from this plan will not be affected by such increase.
3. Workers' Compensation, occupational benefit law, or similar legislation.

4. Any disability insurance plan for which the school district makes a contribution or provides payroll deduction.

Miscellaneous Conditions:

1. Eligibility for benefits under any of the foregoing income protection plans elicited above shall void eligibility for district income protection benefits regardless of whether any of the above benefits have been applied for by the employee.
2. Eligibility for other income protection benefits, except for plans purchased or contracted privately, shall relieve the district of any future liability demands, suits, or claims by the employee for income protection.
3. Written notice of accidental injury or sickness, along with reports from the employee's attending physician, attesting that the employee received regular personal medical treatment by a legally qualified physician must be submitted to the Superintendent's office as soon as possible after the occurrence of the injury or sickness. Any additional information or reports required by the Board including examinations by a district-appointed physician shall be at the District expense.
4. After earned sick days are exhausted, the affected employee shall be placed on leave of absence without pay status. Seniority, sick days, and service time for determining salary increments shall not accrue.
5. Subject to eligibility criteria herein, district paid fringes will be continued in cases of illness or accidental injury, which occurs during the life of this contract, and while income protection benefits are being paid.
6. Recurrent Disabilities: If following a period of disability for which payments are made under this contract the employee shall resume an occupation and perform all the important duties thereof for a continuous period of 90 working days or more, a subsequent disability resulting from, or contributed to, by the same cause or causes shall be considered as a new period of disability and indemnified in accordance with the contract. If said period during which the employee resumes an occupation shall be less than 90 working days, such subsequent disability shall be deemed a continuation of the same disability and the Board's liability for the entire period shall be subject to the limits stated in the contract.

K. WORKER'S COMPENSATION

Employees who have become physically disabled due to a job-related injury, shall be granted an approved Worker's Compensation disability leave of absence in lieu of using sick days until such time that the employee is able to return to duty or qualifies for retirement disability and/or social security disability, but a no time to exceed one year from date of injury. Said leave shall be subject to the following conditions:

- a. Employees must file Workers Compensation claim forms in a timely fashion.

- b. Employees must qualify for Workers Compensation payments having been certified as disabled by a licensed physician. Since Worker's Compensation payments will be made directly to the employee, the District will bill the employee for their employee contributions for the continuation of health benefits.
- c. If any lost wages are made as part of the approved claim, the employee must return full wages paid for any sick days that were used during the approved claim period.
- d. Except as stated above, disability leave will be treated as any other leave of absence with pay.
- e. Seniority, sick days and vacation time shall accrue during any period of disability leave.
- f. Prior to returning to active service, a licensed physician must certify the employee is able to return to full-time duty.
- g. Failure to return to duty at the expiration of leave shall be considered as a voluntary resignation by the employee.*

*The practice whereby bargaining unit members turnover their workers compensation check and are paid through the district shall cease.

L. ACCUMULATED SICK AND PERSONAL DAYS

- 1. Retirement - Upon the retirement of a Bargaining Unit Member of the Easton Area School District, the Board shall make payment for unused sick and personal days to said Bargaining Unit Member in accordance with the qualifications and limitations hereinafter set forth:
 - a. The Bargaining Unit Member shall submit written notice of his/her intention to retire to the Superintendent on or before December 31st of the contract year retirement shall become effective. This requirement may be waived by the Board due to illness, unforeseen or urgent family circumstances, or an emergency.
 - b. The Bargaining Unit Member shall apply to and be accepted by the Public School Employees Retirement Board for the payment of retirement benefits.
 - c. For employees hired before July 1, 2014, the payment herein referred to shall be equivalent to 25% of unused sick and personal days accumulated in the Easton Area School District at the then current salary of the Bargaining Unit Member. For employees hired on or after July 1, 2014, the payment herein referred to shall be \$50 per day of unused sick and personal days accumulated in the Easton Area School District.
 - d. Payment shall be made in a lump sum into a 403(b) plan provided through the District as soon as practical and within one year from the date of retirement. In the case of a Bargaining Unit Member who fails to give the timely written notice set

forth herein, payment shall be made within two years from the date of retirement. Said payment shall be subject to any deductions imposed by any governmental body.

2. Death - Upon the death of a Bargaining Unit Member of the Easton Area School District, the Board shall make payment for unused sick and personal days in accordance with the qualifications and limitations hereinafter set forth:
 - a. The beneficiary to whom payment shall be made will be the beneficiary specified by the Bargaining Unit Member as on record with the Pennsylvania School Employees Retirement System. In the event that there is no such designated beneficiary who has survived the Bargaining Unit Member, said payment shall be made to the Bargaining Unit Member's surviving spouse, if any, or to the estate.
 - b. The payment herein referred to shall be equivalent to 25% of unused sick and personal days accumulated in the Easton Area School District at the then current salary of the Bargaining Unit Member.
 - c. Payment shall be made in a lump sum within ninety (90) calendar days from the actual date of the Bargaining Unit Member's death. Said payment shall be subject to any deductions imposed by any governmental body.

M. LEAVES OF ABSENCE

1. Family Medical Leave Act (FMLA)

The Board reserves the right to specify the conditions under which FMLA leaves may be taken, consistent with law. All employees who have been with the district for at least twelve (12) months and have worked at least 1,250 hours within the previous work year (July 1 to June 30) are eligible for family and/or medical leave of absence. Part-time employees who have been with the district for at least twelve (12) months and have worked at least 900 hours within the previous work year are also eligible. A complete, detailed version of this policy can be found in the District Board Policy Manual.

2. Sabbatical Leave

The Board reserves the right to specify the conditions under which sabbatical leaves for restoration of health may be taken, consistent with law. To be eligible for sabbatical leave, an employee shall have completed ten (10) years of satisfactory service in the public schools of the Commonwealth; at least five (5) consecutive years of such service shall be in this school district. A complete, detailed version of this policy can be found in the District Board Policy Manual.

3. Unpaid Leaves of Absence

Requests for uncompensated leave shall be made to the Chief Human Resource Officer in advance of the requested beginning date. Special consideration will be given to emergencies. All applications are subject to final approval by the Board.

Commitment Of Employee

The employee granted an uncompensated leave of absence shall inform the Board of his/her intentions prior to the scheduled return date.

Commitment Of Employer

At the expiration of uncompensated leave, the employee shall be offered the same position previously held or a like position to that previously held.

While on uncompensated leave, employees shall not be considered as actively employed. As a condition of the Board granting and the employee accepting an uncompensated leave, the employee shall waive all claim to compensation both in salary and fringe benefits and defer to no other individual or group the right to claim compensation in any manner on behalf of the employee. Any employee who receives an uncompensated leave, upon returning, shall receive no salary increment. However, said leave shall not constitute a break in service for purposes of computing seniority.

A complete, detailed version of this policy can be found in the District Board Policy Manual.

4. Parental Leave - One paid day of parental leave shall be granted to a bargaining unit member in the case of birth or adoption of a child.

N. RETIREE HEALTHCARE BENEFIT

For bargaining unit members (hereinafter referred to as "retiree") who submit a binding resignation due to retirement, and who meet the criteria set forth herein, may purchase medical insurance and prescription drug coverage at 100% of the cost to the district. In addition, the retiree may also purchase dental insurance coverage as provided by the terms of the Agreement at 100% the cost to the District for a period of 18 months following separation from service. At all times, the benefits provided the retiree herein shall be equivalent to those provided to active employees (Bargaining Unit Members) of the bargaining unit.

The retirement incentive is subject to the following terms and conditions:

For employees hired before July 1, 2014, the retiree must have a total of thirty (30) years of service in education, twenty-five (25) of which must be in the Easton Area School District and be at least age 55. For employees hired on or after July 1, 2014, retirees who have a total of thirty (30) years of service in education, twenty-five (25) of which must be in the Easton Area School District and at least age sixty (60), shall be eligible for the retirement incentive herein. Said years of service must be verified through the Pennsylvania State Employees' Retirement System (PSERS). The retiree must take the incentive in the contract year or the following contract year the individual meets all three criteria.

The retiree must submit a binding resignation due to retirement in writing no later than December 31st of the year he/she retires.

The benefits provided herein shall be for the retiree and if applicable, his/her spouse, and will continue until the retiree becomes eligible for Medicare. The District's contribution to the annual retirement allowance for providing health insurance and prescription drug coverage for each retiree shall be \$5,000 deposited into a health reimbursement account.

Any health insurance refunds made available to the retiree through PSERS shall remain with the retiree and shall not offset or diminish the District's obligation to provide the full amount of their annual retirement contribution for each retiree as defined in paragraph 3 of this section.

The retiree shall receive written notice from the District of the cost of the health insurance by October 1st of the fiscal year in which the cost occurs and will be required to reimburse the District upon receipt within sixty (60) calendar days.

In the case of married couples employed by the Easton Area School District where one is retired, the retiree may select health insurance, prescription drug coverage, dental insurance coverage, etc. as a spouse under the terms of the employed spouse's benefit package. Upon the retirement of the last employed spouse from the District, both the retiree and his/her spouse shall each be entitled to their respective retirement allowance and may apply said amounts toward the cost of individual health insurance and prescription drug coverage as provided herein.

O. DISTRICT-MANAGED VIRTUAL CYBER SCHOOL

The District-managed virtual cyber school offers educational services to District students, primarily online through the Internet, to enhance the District's capacity to service students who have left the District or are planning to do so.

1. Online learning is defined as the use of technology to instruct students separated from the immediate location of the instructor as a component of a course, which includes hybrid, asynchronous and synchronous courses.
2. The District agrees to utilize its virtual presence online to educate and/or service students who are currently not enrolled in the District or plan to leave the District and to provide virtual educational services for those students as it deems necessary.
3. The Parties agree to work together to train District Association members as needed to administer virtual educational services.
4. The District will provide professional development training to Bargaining Unit Members selected to participate in delivering cyber/virtual services to EASD students.
 - a. Members of the bargaining unit will instruct select courses where a demand exists in the District's online learning program.
 - b. A Bargaining Unit Member who authors a course will have first right of refusal to teach the courses that they have created regardless of seniority.
 - c. Bargaining Unit Members will be able to volunteer to create and teach cyber

school courses and will not be required to do so by the District.

- d. Bargaining Unit Members shall be compensated either at the curriculum rate or with a duty period during the school day for the development of a cyber course unless the courses are developed during Bargaining Unit Member in-service days or contracted professional development time. Compensation at the curriculum rate would be in line with the Collective Bargaining Agreement for work conducted outside of the contracted work day.
 - e. Bargaining Unit Members providing online office hours or online support/instruction beyond the traditional, contracted day as pre-approved by the administration will be compensated at the curriculum rate.
 - f. Upon completion of ten (10) Bargaining Unit Members trained in cyber learning and based on the volume of student participation, the administration will determine if the appointment of a subject coordinator position is appropriate.
5. Fact-to-face in person meetings between students and Bargaining Unit Members shall occur only on school grounds during the contracted work day.
 6. Students enrolled in any District-managed cyber school will be able to take courses from another public school's cyber option only if they are courses and programs not already offered by the District.
 7. This agreement applies to *Primary Vendor* approved by the School Board to function as the primary provider of the District-managed cyber school. Another distance course vendor may be used by the District for specific students whereby the student would not be best served through the arrangement with primary Board approved vendor.
 - a. It will be administrative prerogative to determine the vendor utilized for any students receiving cyber education while on expulsion.
 8. The District will work with the Association to address any additional issues, modifications or adaptations that emerge as a result of participating in online learning not envisioned or encompassed by this Agreement, which includes the appropriate steps to address any IEPs or 504 plans.
 9. During a lawful strike as per the provisions of Act 88, the District will not use a third-party vendor to provide any educational services.
 10. For up to every thirty (30) students enrolled in a cyber school course, a Bargaining Unit Member shall be given the equivalent time of a course to conduct the business of the cyber coursework.
 11. The same professional expectations will be required of a cyber school Bargaining Unit Member to that of a traditional Bargaining Unit Member in the Easton Area School District. The Bargaining Unit Member will have the same responsibilities and duties in their assigned building during assigned working hours as a traditional

Bargaining Unit Member.

12. The District-managed cyber school enrollment totals will be included in the total reported District enrollment.
13. Except as listed above, all other provisions of the current Collective Bargaining Agreement shall remain in full force and effect.
14. The parties acknowledge that the decision whether or not to operate a District-managed cyber school is a matter of management prerogative. Accordingly, should the current Collective Bargaining Agreement expire without a replacement contract, the decision whether or not to continue offering a school-based cyber education program will not be affected by "status quo."

APPENDIX C — GRIEVANCE PROCEDURE

A. DEFINITIONS

1. “Grievance” shall mean a complaint by a Bargaining Unit Member or the Easton Area Education Association, hereinafter referred to as “Association”, that there has been a violation of this Agreement.
2. A grievance, to be considered under this procedure, must be initiated by the Bargaining Unit Member(s) involved or the Association within fifteen (15) days of its occurrence.
3. A “party in interest” is the person or persons involved in the grievance and any person who might be required to take action or against whom action may be taken in order to resolve the grievance.
4. The term “days,” when used in this article, refers to the days the central administration office of the Easton Area School District is normally functioning.
5. A “group grievance” shall mean a grievance filed by the Association on behalf of two or more Bargaining Unit Members.

B. PROCEDURE

1. In order to process grievances as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement of the aggrieved and party or parties to any given level of the grievance.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered as acceptance of the decision rendered at that step.
4. It is understood that the aggrieved shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations until such grievance has been fully determined, unless suspended or dismissed.
5. Any aggrieved Bargaining Unit Member may be represented at all stages of the grievance procedure by the aggrieved, or by the aggrieved's own attorney, or by representation approved by the Association. The aggrieved may ask for Association assistance at any level of the grievance procedure. The aggrieved

shall attempt to notify both the District and the Association that the aggrieved will be represented by the individual so designated.

C. LEVELS

1. Level 1 - Any Bargaining Unit Member who has a grievance shall discuss it first with the principal (or immediate supervisor, if applicable) in an attempt to resolve the matter at that level. If grievance is a class-action grievance, it shall be discussed with the Superintendent.
2. Level 2 - If as a result of the discussion the grievance is not resolved to the satisfaction of the Bargaining Unit Member within five (5) school days, the aggrieved shall set forth the grievance in writing to the principal or immediate supervisor with a copy to the Association specifying:
 - a. The nature of the grievance;
 - b. The results of previous discussions;
 - c. Dissatisfaction with decisions previously rendered.

The principal or immediate supervisor shall communicate the decision supported by fact to the Bargaining Unit Member and the Association in writing within six (6) school days after receipt of the written grievance. If a class-action grievance is not resolved at Level 1, it shall be set forth in writing to the Superintendent and shall be considered at Level 3.

3. Level 3 – The Bargaining Unit Member, no later than six (6) school days after the receipt of the principal's or immediate supervisor's decision, may appeal said decision to the Superintendent or a designee with a copy to the Association stating the grievance to the principal or immediate supervisor as cited above and dissatisfaction with the decision previously rendered. The Superintendent or a designee shall within six (6) school days after receipt of said appeal communicate the decision, supported by facts, in writing to the Bargaining Unit Member, the principal and the Association.
4. Level 4 – If the grievance is not resolved to the Bargaining Unit Member's satisfaction, the aggrieved may, not later than six (6) school days after receipt of the decision of the Superintendent or a designee, request in writing and with the signature of the Association president or Grievance Chairperson, or a representative designated by the Association, a review by the Easton Area School Board. The request shall be submitted through the Superintendent or a designee, who shall attach all related papers and forward the request to the Board.

The Easton Area School Board or a committee thereof shall review the grievance. The Easton Area School Board shall hold a hearing with the Bargaining Unit Member and render a decision in writing to the Bargaining Unit Member and the Association within forty-five (45) calendar days from submission to the Superintendent. Said hearing before the Board may be waived in writing by the parties to allow the grievance to proceed directly to level 5 (arbitration.)