

FINAL BEST OFFER
OF THE SOUDERTON AREA SCHOOL BOARD
DATED 09/25/08

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
Items Agreed Upon	All items agreed upon prior to the Final Best Offer arbitration process initiated as of September 19, 2008, shall be included in the revised Collective Bargaining Agreement. See attached Exhibit "A."	
Cover	July 1, 2004 through June 30, 2008	July 1, 2004 <u>2008</u> through June 30, 2008 <u>2011</u>
Preamble	This Agreement entered into this 2nd day of September, 2004, by and between the Board of Education of the Souderton Area School District of Souderton, Pennsylvania, hereinafter called the "Board," and the Souderton Area Education Association, hereinafter called the "Association."	This Agreement entered into this 2nd day of September, 2004, by and between the Board of Education of the Souderton Area School District of Souderton, Pennsylvania, hereinafter called the "Board," and the Souderton Area Education Association, hereinafter called the "Association."
Article IV, Duration of Agreement	This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.	This Agreement shall be effective as of July 1, 2004 <u>2008</u> and shall continue in effect until June 30, 2008 <u>2011</u> , subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not extend orally and it is expressly understood that it shall expire on the date indicated.
Article V, E	<u>Association Days</u> The Souderton Area School Board shall grant ten (10) days for the 2004-2005 school year; twelve (12) days for the 2005-2006 school year; and fourteen (14) days beginning in the 2006-2007 school year for Association business upon notification from the President of the SAEA to the Superintendent of Schools. Such leave shall be	<u>Association Days</u> The Souderton Area School Board shall grant ten (10) days for the 2004-2005 school year; twelve (12) days for the 2005-2006 school year; and fourteen (14) days each school year for Association business upon notification from the President of the SAEA to the Superintendent of Schools. Such leave shall be granted for full or half days only. The Association will be expected

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	<p>granted for full or half days only. The Association will be expected to reimburse the District the cost of the daily substitute rate for each of the aforementioned days utilized.</p>	<p>to reimburse the District the cost of the daily substitute rate for each of the aforementioned days utilized.</p>
<p>Article V, F</p>	<p><u>Release Time For Souderton Area Education Association President</u></p> <p>For the term of this Agreement, the Association President, if assigned at the secondary level, will be granted two (2) consecutive periods per day, preferably at the end of the school day, for involvement in Association business. A period shall be defined as a length of time equivalent to one instructional period at the middle school or junior high school; at the high school, two (2) periods shall equal one (1) block.</p> <p>In the event that the President is an elementary teacher, that teacher/President will have the option to select one of the following:</p> <ol style="list-style-type: none"> 1. The President may transfer to the middle school, assuming that the President is certified for the position and an opening exists, with the full rights to return to the same elementary position at the end of the term as President; or 2. If the President chooses to remain in his/her elementary school assignment, every effort will be made to grant the individual as much release time as is granted a Bargaining Unit Employee from the middle school or high school. This shall include, but not be limited to the following: <ol style="list-style-type: none"> a. No assigned duties (morning, lunch, afternoon) for the school year; b. Permission to leave school immediately after children have left 	<p><u>Release Time For Souderton Area Education Association President</u></p> <p>For the term of this Agreement, the Association President, if assigned at the secondary level, will be granted two (2) consecutive periods per day, preferably at the end of the school day, for involvement in Association business. A period shall be defined as a length of time equivalent to one instructional period at the middle school or junior high school; at the high school, two (2) periods shall equal one (1) block.</p> <p>In the event that the President is an elementary teacher, that teacher/President will have the option to select one of the following:</p> <ol style="list-style-type: none"> 1. The President may transfer to the middle school, assuming that the President is certified for the position and an opening exists, with the full rights to return to the same elementary position at the end of the term as President; or 2. If the President chooses to remain in his/her elementary school assignment, every effort will be made to grant the individual as much release time as is granted a Bargaining Unit Employee from the middle school or high school. This shall include, but not be limited to the following: <ol style="list-style-type: none"> a. No assigned duties (morning, lunch, afternoon) for the school year; b. Permission to leave school immediately after children have left his/her supervision; and/or

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	<p>his/her supervision; and/or c. Special area subjects (art, music, P.E., etc) shall be scheduled at the end of the day.</p> <p>The Association agrees to pay the Souderton Area School District (SASD) the sum of \$5000.00 per year for said release time for the duration of this Collective Bargaining Agreement. Said payment will be made to the SASD by November 30th of each year.</p> <p>a.</p>	<p>c. Special area subjects (art, music, P.E., etc) shall be scheduled at the end of the day.</p> <p>The Association agrees to pay the Souderton Area School District (SASD) the sum of \$5,000.00 <u>one-fourth (1/4th) of the Association President's gross salary for the given year as set forth in Exhibit B - Salary Guide, per year</u> for said release time for the duration of this Collective Bargaining Agreement. Said payment will be made to the SASD by November 30th of each year.</p>																								
<p>Article VI, B Salaries</p>	<p><u>Salary Guide Provisions, 2004-2005, 2005-2006, 2006-2007 and 2007-2008</u></p>	<p><u>Salary Guide Provisions</u></p>																								
		<table border="1"> <thead> <tr> <th>Year</th> <th>Yearly Total</th> <th>\$ Increase</th> <th>% Increase</th> </tr> </thead> <tbody> <tr> <td>2007-2008</td> <td>\$33,707,992.00</td> <td></td> <td></td> </tr> <tr> <td>2008-2009</td> <td>\$34,553,739.00</td> <td>\$845,747.00</td> <td>2.5090%</td> </tr> <tr> <td>2009-2010</td> <td>\$35,420,917.00</td> <td>\$867,178.00</td> <td>2.5097%</td> </tr> <tr> <td>2010-2011</td> <td>\$36,307,132.00</td> <td>\$886,215.00</td> <td>2.5020%</td> </tr> <tr> <td>Total</td> <td></td> <td>\$2,599,140.00</td> <td></td> </tr> </tbody> </table>	Year	Yearly Total	\$ Increase	% Increase	2007-2008	\$33,707,992.00			2008-2009	\$34,553,739.00	\$845,747.00	2.5090%	2009-2010	\$35,420,917.00	\$867,178.00	2.5097%	2010-2011	\$36,307,132.00	\$886,215.00	2.5020%	Total		\$2,599,140.00	
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		<p><u>Summary</u></p> <p>7.7108% current payroll to Year 3 payroll</p> <p>2.5703% average of payroll to payroll (compounded)</p> <p>See attached Exhibit "B."</p>																								
<p>Article VI, B, d, Validity of Graduate Credit and Master's Equivalent</p>	<p>d. Staff members attaining an earned Doctorate degree in the Bargaining Unit Employee's area of assignment shall be entitled to the proper step on the Master's plus 24 track and receive an additional Two Thousand Dollars (\$2,000) above that level.</p>	<p>d. Staff members attaining an earned Doctorate degree in the Bargaining Unit Employee's area of assignment shall be entitled to the proper step on the Master's plus 24 track and receive an additional Two Thousand Dollars (\$2,000) above that level.</p>																								

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
<p>National Board Professional Teaching Credits</p>	<p><u>2. National Board for Professional Teaching Standards Certification</u></p> <p>Bargaining Unit Employees who: (1) successfully complete National Board for Professional Teaching Standards Certification; (2) continue to maintain such certification; (3) provide appropriate evidence thereto to the District Administration; (4) are not at or receiving credits towards the Doctorate level, will be entitled to a bonus in the amount of \$2000 per year until June 30th, 2008. The bonus will be paid in the last pay due the Bargaining Unit Employee only if the Bargaining Unit Employee successfully completes a full year of active service with the District. The bonus shall not be included in base salary for future increase purposes. Bargaining Unit Employees will not be entitled to any bonus payments in a year that they are on a leave of absence, leave for professional development, sabbatical leave, sick leave or in the event they are no longer working for the School District for any reason.</p>	<p><u>2. National Board for Professional Teaching Standards Certification</u></p> <p>Bargaining Unit Employees who: (1) successfully complete National Board for Professional Teaching Standards Certification; (2) continue to maintain such certification; (3) provide appropriate evidence thereto to the District Administration; (4) are not at or receiving credits towards the Doctorate level, will be entitled to a bonus in the amount of \$2,000 per year until June 30th, 2008<u>2011</u>. The bonus will be paid in the last pay due the Bargaining Unit Employee only if the Bargaining Unit Employee successfully completes a full year of active service with the District. The bonus shall not be included in base salary for future increase purposes. Bargaining Unit Employees will not be entitled to any bonus payments in a year that they are on a leave of absence, leave for professional development, sabbatical leave, sick leave or in the event they are no longer working for the School District for any reason.</p>
<p>Article VI, B, 4 Withholding of Salary Increase for Unsatisfactory Performance</p>	<p><u>4. Withholding of Salary Increase for Unsatisfactory Performance</u></p> <p>Any salary increase is dependent upon satisfactory teaching performance, based upon the temporary professional Bargaining Unit Employee or professional Bargaining Unit Employee receiving satisfactory ratings in all of the four (4) categories (personality, preparation, technique or pupil reaction) in the District approved alternate temporary professional employee/professional employee rating form or the State approved rating form for temporary professional and professional s (herein "Rating Form") for the preceding school year, as stated</p>	<p><u>4. Withholding of Salary Increase for Unsatisfactory Performance</u></p> <p>Any salary increase is dependent upon satisfactory teaching performance, based upon the temporary professional Bargaining Unit Employee or professional Bargaining Unit Employee receiving satisfactory ratings in all of the four (4) categories (personality, preparation, technique or pupil reaction) in the District approved alternate temporary professional employee/professional employee rating form or the State approved rating form for temporary professional and professional s (herein "Rating Form") for the preceding school year, as stated in</p>

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	<p>in the <u>Pennsylvania State Code</u> and in accordance with regulations of the Department of Education. The District's internal appeal process in effect as of the date of this Collective Bargaining Agreement shall remain in full force and effect during the term of this Agreement, with the final determination on the appeal of the rating being within the discretion of the Superintendent of Schools.</p>	<p>the <u>Pennsylvania State Code</u> and in accordance with regulations of the Department of Education. The District's internal appeal process in effect as of the date of this Collective Bargaining Agreement shall remain in full force and effect during the term of this Agreement, with the final determination on the appeal of the rating being within the discretion of the Superintendent of Schools.</p>
Performance Pay	No language	<ol style="list-style-type: none"> 1. Board and Association agree that rewarding Bargaining Unit Employees for value-added performance in improving student and/or District educational outcomes is a vital objective for the District. 2. Board and Association agree that effective for school year 2009-2010 and each school year thereafter, the Board will allocate \$150,000.00 per school year for the purpose of rewarding Bargaining Unit Employees individually and/or collectively for achieving annual goals/objectives determined by the process set forth herein for improving student, grade level, department level, discipline level, or any other group deemed appropriate in accordance with the process agreed upon by the Association and the Board. 3. The amount of the distribution to the individual Bargaining Unit Employee or Bargaining Unit Employees shall be determined annually from the performance pool described in Paragraph 2 above by the Superintendent of Schools based upon the parameters established herein. No later than January 1, 2009, the Board and the Association shall form a joint labor/management committee consisting of four (4) members appointed by the Board and

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
		<p>four (4) members appointed by the Association that will develop in writing an agreed upon annual methodology for establishing the goals and objectives for improving the educational outcomes of the students serviced by the District that will formulate the basis for the performance rewards contemplated by this portion of the Collective Bargaining Agreement. The amount of the award, the recipients of the award (individual Bargaining Unit Employees, collective Bargaining Unit Employees, Bargaining Unit Employees by grade level, department level, discipline level, or any other group deemed appropriate, shall all be determined by the joint labor/management committee).</p> <p>4. The joint labor/management committee's methodology for issuing performance rewards from the performance pool described herein shall be finalized no later than April 1, 2009.</p> <p>5. Should the joint labor/management committee fail to achieve a majority vote on goals and objectives, as well as the methodology required to issue the performance rewards in totality by April 1, 2009, then in that event, nothing shall be distributed from the performance pool for each year of the Collective Bargaining Agreement, and such monies could be used for general purposes by the Board.</p> <p>6. In any event, performance reward annual goals for student achievement and/or value-added improvements shall be determined by the Superintendent on an annual basis within his/her discretion. Such goals by Bargaining Unit Employee or collectively for Bargaining Unit Employees in whatever groupings agreed upon by the joint labor/management shall be established no later than April 15 of each year for</p>

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		<p>the subsequent school year.</p> <p>7. The first set of performance rewards is contemplated to be issued for the 2009-2010 school year based upon the time schedule developed by the joint labor/management committee.</p> <p>8. Neither the Association nor any Bargaining Unit Employee shall have the right to grieve either the non-issuance of a performance award or the issuance of a performance award to any Bargaining Unit Employee or Bargaining Unit Employees.</p> <p>9. In case of a question regarding the implementation of any of the joint labor/management committee's recommendations, the Superintendent of Schools shall have the ultimate determination to interpret any inconsistencies or unclear provisions in the joint labor/management committee's methodologies established. The decision of the Superintendent shall be final.</p>
<p>Article VI, C</p>	<p><u>Length of School Day</u></p> <p>The working day shall be seven and one-half (7-1/2) continuous hours which shall include a thirty (30) minute duty free lunch. With prior approval of the principal and superintendent, a teacher may begin the work day earlier or later than the traditional starting time to provide flexibility in meeting his/her workday requirements.</p>	<p><u>Length of School Day</u></p> <p>The working day shall be seven and one-half (7-1/2) continuous hours which shall include a thirty (30) minute duty free lunch. With prior approval of the principal and superintendent, a teacher may begin the work day earlier or later than the traditional starting time to provide flexibility in meeting his/her workday requirements.</p> <p>Recognizing that professional responsibilities cannot be readily quantified, it is understood that professional employees will engage in activities intended to enhance student learning opportunities. Time</p>

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		<p>to be spent before and after regular school days may include, but not be limited to, faculty meetings, team meetings, department meetings (subject area/grade level), student conferences, parent conferences, "back to school nights," meetings focused on curriculum and instructional issues, District curriculum-related activities, meetings to accomplish special tasks or projects, committee meetings, faculty meetings, meetings to deal with emergencies or deal with crises, IEP meetings, and team meetings. Employees will be given notice of the meeting or activity at least two (2) work days before the scheduled meeting or activity, except in the case of emergency or crisis.</p>
<p>Article VI, D Work Year – Flex Days</p>	<p><u>Work Year</u></p> <p>For the purpose of determining salaries under Article VI of this Agreement, the work year for members of the Bargaining Unit shall be as follows:</p> <p>1. 3 flex days/year -</p> <p>Beginning with the 2004-2005 school year, newly hired Bargaining Unit Employees will be required to work Flex Day #1 and Flex Day #2 as Induction Days during each of their first two years of employment in the Souderton Area School District;</p>	<p><u>Work Year</u></p> <p>For the purpose of determining salaries under Article VI of this Agreement, the work year for members of the Bargaining Unit shall be as follows:</p> <p>1. 3 flex days/year</p> <p>Beginning with the 2004-2005 school year, newly hired Bargaining Unit Employees will be required to work Flex Day #1 and Flex Day #2 as Induction Days during each of their first two years of employment in the Souderton Area School District;</p>
<p>Article VI, D, 3 In-Service or Parent Conferences</p>	<p>3. 6 days to be used for in-service or parent conferences;</p>	<p>3. 6 days <u>3 days</u> to be used for in-service or parent conferences <u>during the 2008-2009 school year; 12 days</u> to be used for in-service or parent conferences <u>during the 2009-2010 school year; 13 days to be used for in-service or parent conferences during the 2010-2011 school year.</u></p>

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Article VI, D, 4 Work Year	<p>4. A total of 192 work days per school year.</p> <p>“Days” shall be consistent with the definition in Article VI, C herein.</p> <p>The school may schedule more than the applicable contract work days at the time of calendar adoption, but the number of days actually worked during a school year shall not exceed the amount of specified days in the contracted work year.</p>	<p>4. A total of 192 183 work days per <u>during the 2008-2009 school year; 195 work days during the 2009-2010 school year; 196 work days during the 2010-2011 school year.</u></p> <p>“Days” shall be consistent with the definition in Article VI, C herein.</p> <p>The school may schedule more than the applicable contract work days at the time of calendar adoption, but the number of days actually worked during a school year shall not exceed the amount of specified days in the contracted work year.</p>
Article VI, I Curriculum Rate	<p><u>Curriculum Rate</u></p> <p>The curriculum hourly rate for Bargaining Unit Members will be as follows: \$21 per hour for the 2004-2005 school year; \$23 per hour for the 2005-2006 school year; \$25 per hour for the 2006-2007 and 2007-2008 school years.</p>	<p><u>Curriculum Rate</u></p> <p>The curriculum hourly rates for Bargaining Unit Members will be as follows: \$21 per hour for the 2004-2005 school year; \$23 per hour for the 2005-2006 school year; 2006-2007 and 2007-2008 \$26 per hour in <u>2008-2009, \$27 per hour in 2009-2010, \$28 per hour in 2010-2011.</u></p>
Article VII, B Medical Insurance	<p><u>Medical Insurance</u></p> <p>General Provisions:</p> <p>1. The District shall contribute ninety percent (90%) of the Bargaining Unit Employee’s rate for all eligible Bargaining Unit Employees and their eligible dependents who desire to participate in the School District Green PPO Plan.</p> <p>2. The District shall contribute 95% of the Bargaining Unit Employee’s rate for all eligible Bargaining Unit Employees and their eligible dependents who desire</p>	<p>See attached Exhibit “C.”</p> <p>Until December 31, 2008, the existing medical insurance provisions in the Collective Bargaining Agreement shall remain in full force and effect. Effective January 1, 2009, the provisions in Exhibit “C” shall be implemented.</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
	<p>to participate in the School District Red PPO Plan.</p> <p>3. The District shall contribute 100% of the Bargaining Unit Employee's rate for all eligible Bargaining Unit Employees and their eligible dependents who desire to participate in the School District Blue PPO Medical Program.</p> <p>4. The District shall contribute 90% of the Bargaining Unit Employee's rate for all eligible Bargaining Unit Employees and their eligible dependents who desire to participate in the School District Aetna/U.S. HealthCare HMO Program.</p> <p>5. The balance of the premiums beyond the District's contribution shall be paid by the Bargaining Unit Employee through mandatory payroll deductions.</p> <p>6. The Souderton Area School District has the prerogative to name the insurance carriers and plans. However, the District shall provide for the duration of this contract at least the equivalent benefits with respect to the medical, dental and vision plans for those in effect on June 30, 2004, except as modified by this or subsequent agreements. It is understood that any monies returned as excess premiums are to be used at the School District's discretion.</p> <p>7. The district will provide necessary documentation related to health care premium calculations to the president of the SAEA, or his designee, no later than August 1st of each year.</p>	
Article VII, H	<u>Reimbursement for Unused Sick Leave/Unused Personal Days</u> The Souderton Area School District shall reimburse each teacher upon retirement	<u>Reimbursement for Unused Sick Leave/Unused Personal Days</u> The Souderton Area School District shall reimburse each teacher upon retirement

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	<p>from the District a portion of the value of accumulated unused sick leave and unused personal days credited to him/her according to the following conditions:</p> <p>1. Reimbursement will be at the rate of \$30 per day for those Bargaining Unit Employees retiring between September 1, 2004 and August 31, 2005; \$32 per day for those Bargaining Unit Employees retiring between September 1, 2005 and August 31, 2006; \$35 per day for those Bargaining Unit Employees retiring between September 1, 2006 and August 31, 2007; \$40 per day for those Bargaining Unit Employees retiring between September 1, 2007 and August 31, 2008.</p>	<p>from the District a portion of the value of accumulated unused sick leave and unused personal days credited to him/her according to the following conditions:</p> <p>Reimbursement will be at the rate of \$30 per day for those Bargaining Unit Employees retiring between September 1, 2004 and August 31, 2005; \$32 per day for those Bargaining Unit Employees retiring between September 1, 2005 and August 31, 2006; \$35 per day for those Bargaining Unit Employees retiring between September 1, 2006 and August 31, 2007;</p> <p><u>1. This provision shall be effective for Bargaining Unit Employees who retire on or after July 1, 2009, and before July 1, 2010 for the second school year of the Agreement and each school year thereafter.</u></p> <p><u>2. This provision shall create an incentive for Bargaining Unit Employees who provide an irrevocable notice of retirement on or before the following dates of the school year immediately preceding the end of the school year when the Bargaining Unit Employee intends to retire based upon the schedule below:</u></p> <p><u>Before March 1 – 100%</u> <u>Between March 1 and March 31 – 80%</u> <u>Between April 1 and April 30 – 60%</u> <u>Between May 1 and May 31 – 40%</u> <u>Between June 1 and June 30 – 20%</u> <u>After June 30 – 0%</u></p> <p><u>3. The following amounts per day for those Bargaining Unit Employees retiring in the following years: 2008-2009 - \$41; 2009-2010 - \$42; 2010-2011 - \$43.</u></p>
Article VII, I	<u>Reimbursement for Cost of College or University Credits</u>	<u>Reimbursement for Cost of College or University Credits</u>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
	<p>The Souderton Area School District will reimburse certified Bargaining Unit Employees with temporary professional or permanent professional Bargaining Unit Employee contracts for graduate credit according to the following scale during the term of this contract:</p> <p>Grade of A - the lesser of:</p> <p>(a) the actual cost per credit; or (b) three (3) times the cost for tuition reimbursement rate per credit for the Pennsylvania State University System (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh, or Temple).</p> <p>Grade of B or "pass" grade -- the lesser of:</p> <p>(a) the actual cost per credit; or (b) one (1) times the cost of the tuition reimbursement rate per credit for the Pennsylvania State University System (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh or Temple).</p> <p>Grade of C - the lesser of:</p> <p>(a) the actual cost per credit; or (b) one (1) times the cost for the tuition reimbursement rate per credit for the Pennsylvania State University System (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh or Temple). Reimbursement shall be provided for a grade of "C" or only one (1) time during the life of this Agreement.</p> <p>Grade of "D" or less; "fail" in a fail course -- there shall be no reimbursement.</p>	<p>The Souderton Area School District will reimburse certified Bargaining Unit Employees with temporary professional or permanent professional Bargaining Unit Employee contracts for graduate credit according to the following scale during the term of this contract:</p> <p>Grade of A—the lesser of:</p> <p>(a) the actual cost per credit; or (b) three (3) times the cost for tuition reimbursement rate per credit for the Pennsylvania State University System (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh, or Temple).</p> <p>Grade of <u>A, B,C</u> or "pass" grade —the lesser of:</p> <p>(a) the actual cost per credit; or (b) one (1) times the cost of the tuition reimbursement rate per credit for the Pennsylvania State University System of Higher Education (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh or Temple)</p> <p>Grade of C—the lesser of:</p> <p>(a) the actual cost per credit; or (b) one (1) times the cost for the tuition reimbursement rate per credit for the Pennsylvania State University System (i.e., Kutztown, West Chester; it does not include Penn State, University of Pittsburgh or Temple). Reimbursement shall be provided for a grade of "C" or only one (1) time during the life of this Agreement.</p> <p>Grade of "D" or less; "fail" in a fail course -- there shall be no reimbursement.</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
Article VII, I, 1, a Reimbursement Conditions	<p>Reimbursement will be granted under the following conditions:</p> <p>1. Reimbursement shall be made for graduate credits, earned after the Bachelor's degree as follows:</p> <p>a. Nine (9) credit hours per year (September 1 to August 31) for persons not in a program leading to a higher degree or additional certification.</p>	<p>Reimbursement will be granted under the following conditions:</p> <p>1. Reimbursement shall be made for graduate credits, earned after the Bachelor's degree as follows:</p> <p>a. Nine (9) <u>six (6)</u> credit hours per year (September 1 to August 31) for persons not in a program leading to a higher degree or additional certification.</p>
Article VII, I, 1, b Credits Leading to a Higher Degree	<p>b. Eighteen (18) credit hours per year (September 1 to August 31) for persons in a program leading to a higher degree or additional certification.</p>	<p>b. Eighteen (18) <u>twelve (12)</u> credit hours per year (September 1 to August 31) for persons in a program leading to a <u>first Master's degree, a Doctorate</u> higher degree or additional certification <u>with the approval of the Superintendent or his/her designee. Bargaining Unit Employees must submit a letter of acceptance from the college/university verifying acceptance into a Masters or Doctorate program and specifying the number of credits within the program. The letter of acceptance must be received within the first semester of taking courses within the program, Failure to submit letter of acceptance within stated time period will negate reimbursement of any credits past the limit of six; credits will, however, be eligible for track movement.</u></p>
Article VII, I, 2 Reimbursement for Undergraduate Credits	<p>2. Reimbursement shall be made for undergraduate credits earned after the Bachelor's degree up to a maximum of:</p> <p>Fifteen (15) credit hours per year (September 1 to August 31) for a person to take undergraduate courses related to the area in which that person is teaching or scheduled to teach for the first time. Permission to take undergraduate credits will be based on a person's need as determined in a joint conference between that individual and the Superintendent or his designee.</p>	<p>2. Reimbursement shall be made for undergraduate credits earned after the Bachelor's degree up to a maximum of:</p> <p>Fifteen (15) credit hours per year (September 1 to August 31) for a person to take undergraduate courses related to the area in which that person is teaching or scheduled to teach for the first time. Permission to take undergraduate credits will be based on a person's need as determined in a joint conference between that individual and the Superintendent or his designee.</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
<p>Article VII, I, 6 Notice of Approval or Disapproval of Credit Work</p>	<p>6. Notice of approval or disapproval of credit work shall be given no later than one week after the meeting of the second class.</p>	<p>6. Notice of approval or disapproval of credit work shall be given no later than one week after the meeting of the second class. <u>All courses for reimbursement or for salary advancement must be pre-approved. The Application for Graduate Course Approval/Tuition Reimbursement form must be submitted to the District Office at least two weeks prior to the start of the class. Notice of approval or disapproval of credit work shall be given within 10 days of receipt of the form.</u> If a course is cancelled following pre-approval and another alternate course is available, the alternative course must receive written pre-approval following resubmission of the Reimbursement form.</p>
<p>Article VII, I, 12 Reimbursement for Courses for a Doctorate</p>	<p>12. Beginning with the 2004-2005 school year and thereafter, reimbursement, for a Bargaining Unit Employee working toward a doctorate degree, shall be limited to four courses¹ relating to the researching, writing, and/or defending of his/her dissertation. ¹Based on three (3) credit hours per course.</p>	<p>12. Beginning with the 2004-2005 school year and thereafter, reimbursement, for a Bargaining Unit Employee working toward a doctorate degree, shall be limited to four <u>two</u> courses¹ relating to the researching, writing, and/or defending of his/her dissertation. ¹Based on three (3) credit hours per course.</p>
<p>Article VII, J Personal Days</p>	<p><u>Personal Days</u></p> <p>1. Each professional or temporary professional Bargaining Unit Employee is entitled to three (3) days' leave for personal reasons per year. Whenever possible, an eligible Bargaining Unit Employee should notify the building principal of their intent to utilize a personal day prior to the event.</p> <p>2. Personal days may not be taken during the first five (5) teacher work days or the last five (5) teacher work days of the school term without the written approval of the Superintendent.</p>	<p><u>Personal Days</u></p> <p>1. Each professional or temporary professional Bargaining Unit Employee is entitled to three (3) days' leave for personal reasons per year. Whenever possible, an eligible Bargaining Unit Employee should notify the building principal of their intent to utilize a personal day prior to the event.</p> <p>2. Personal days may not be taken during the first five (5) teacher work days, <u>on in-service days</u> or the last five (5) teacher work days of the school term without the written approval of the Superintendent.</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Board's Proposal:</u>
Proration of Supplemental Contracts	None	To the extent that the proration of supplemental contracts is a bargainable issue, supplemental contracts and extra duty contracts will be prorated as the result of the work stoppage.
Settlement of Any Outstanding Grievances and/or Unfair Labor Practices Relating to the Work Stoppage	None	All Grievances/Unfair Labor Practices relating to the work stoppage must be settled.
Existing Contract Language	Unless otherwise stated in this document, existing contract language will apply.	

EXHIBIT “A”
ITEMS AGREED PRIOR TO THE FINAL BEST OFFER
OF THE SOUDERTON AREA SCHOOL BOARD DATED 09/25/08

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
Preamble	This Agreement entered into this 2nd day of September, 2004, by and between the Board of Education of the Souderton Area School District of Souderton, Pennsylvania, hereinafter called the “Board,” and the Souderton Area Education Association, hereinafter called the “Association.”	This Agreement entered into this 2nd day of September, 2004 , by and between the Board of Education of the Souderton Area School District of Souderton, Pennsylvania, hereinafter called the “Board,” and the Souderton Area Education Association, hereinafter called the “Association.” [AGREED 09/01/08]
Article III, C Reporting a Grievance	<u>C. Procedure</u> <u>STEP I</u> The grievant reports his grievance, in writing and on a form supplied by the employer, to the first level supervisor within twenty (20) days after its occurrence. The first level supervisor shall meet with the grievant and shall indicate his disposition of the alleged grievance in writing to the grievant within five (5) school days after the initial presentation of the grievance.	<u>C. Procedure</u> <u>STEP I</u> The grievant reports his grievance, in writing and on a form supplied by the employer, to the first level supervisor within twenty (20) school days after its occurrence. [AGREED 09/12/08] The first level supervisor shall meet with the grievant and shall indicate his disposition of the alleged grievance in writing to the grievant within five (5) school days after the initial presentation of the grievance. [AGREED 09/12/08]
Article III, B, 2 & C Grievance Steps, Use of Association versus	<u>STEP II</u> If the action in Step I above fails to resolve the grievance to the satisfaction of the grievant, the grievance may be referred to the Superintendent, or his designated representative, within seven (7)	<u>STEP II</u> If the action in Step I above fails to resolve the grievance to the satisfaction of the grievant, the grievance may be referred to the Superintendent, or his designated representative, within seven (7)

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
Grievance	<p>school days after the reply from the first level supervisor.</p> <p>1. If the grievance is not subject to binding arbitration, the Superintendent, or his designated representative, shall meet with the grievant and shall indicate his disposition of the alleged grievance in writing to the grievant within ten (10) school days after being presented with the grievance.</p> <p>2. If the grievance is subject to binding arbitration, the Superintendent, or his designated representative, after consultation with the School Board Committee, shall meet with the grievant and shall indicate the disposition of the alleged grievance in writing to the grievant within ten (10) school days after being presented with the grievance.</p> <p><u>STEP III</u></p> <p>If the action in Step II fails to resolve the grievance to the satisfaction of the grievant, he may, within five (5) school days after the reply from the Superintendent, take the following action:</p> <p>1. If the grievance is not subject to binding arbitration, the grievant may request a hearing before a Board Committee. The Board Committee shall meet with the grievant and shall indicate the disposition of the alleged grievance in writing to the grievant within fifteen (15) school days after being presented with the grievance.</p> <p>2. If the grievance is subject to binding arbitration, the grievant may request binding arbitration. A single arbitrator shall be chosen and the proceeding conducted in compliance</p>	<p>school days after the reply from the first level supervisor.</p> <p>1. If the grievance is not subject to binding arbitration, the Superintendent, or his designated representative, shall meet with the grievant and shall indicate his disposition of the alleged grievance in writing to the grievant within ten (10) school days after being presented with the grievance.</p> <p>2. If the grievance is subject to binding arbitration, the Superintendent, or his designated representative, after consultation with the School Board Committee, shall meet with the grievant and shall indicate the disposition of the alleged grievance in writing to the grievant within ten (10) school days after being presented with the grievance.</p> <p><u>STEP III</u></p> <p>If the action in Step II fails to resolve the grievance to the satisfaction of the grievant Association, he may, within five (5) school days after the reply from the Superintendent, take the following action:</p> <p>1. If the grievance is not subject to binding arbitration, the grievant Association may request a hearing before a Board Committee. The Board Committee shall meet with the grievant and shall indicate the disposition of the alleged grievance in writing to the grievant Association within fifteen (15) school days after being presented with the grievance.</p> <p>2. If the grievance is subject to binding arbitration, the grievant Association may request binding arbitration. A single</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	with Section 903 of the Public Employee Relations Act. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.	arbitrator shall be chosen and the proceeding conducted in compliance with Section 903 of the Public Employee Relations Act. The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. [AGREED 09/01/08]
Article V, D	<u>Mail Facilities, Mailboxes and Electronic Communication System</u> The Association shall have the privilege to use the interschool mail facilities, school mailboxes and the District’s electronic communication system, in accordance with District policy, for Association communication.	<u>Mail Facilities, Mailboxes and Electronic Communication System</u> The Association shall have the privilege to use the interschool mail facilities, school mailboxes and <u>including</u> the District’s electronic communication system <u>email system</u> , in accordance with District policy, for Association communication. [AGREED 04/28/08]
Article V, G	<u>Membership Dues Deductions – Professional Bargaining Unit Employees’ association dues (SAEA, PSEA, NEA) may be deducted in twelve (12) equal installments or one (1) lump sum if the Bargaining Unit Employees so request from their association treasurer who will submit one list and signed authorization cards to the Business Office.</u> Deductions will be made starting with the first pay in October and all Association dues will be forwarded every two (2) weeks to the treasurer starting with the first pay in October.	<u>Membership Dues Deductions – Professional Bargaining Unit Employees’ association dues (SAEA, PSEA, NEA) may be deducted in twelve (12) equal installments, <u>two (2) equal installments</u>, or one (1) lump sum if the Bargaining Unit Employees so request from their association treasurer who will submit one list and signed authorization cards to the Business Office.</u> Deductions will be made starting with the first pay in October and all Association dues will be forwarded every two (2) weeks to the treasurer starting with the first pay in October. [ACCEPTED 04/28/08]
Article VI, B, g Validity of	g. In-service credits shall be defined as courses approved by the	g. In-service credits <u>Continuing Professional Education Credits (formerly</u>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
Graduate Credit and Master's Equivalent CPE Credits	Intermediate Unit In-Service Council and the State Department of Education for in-service credits and will be applicable, up to a maximum of six (6) credits per Bargaining Unit Employee, for placement on the salary schedule. Credits will require prior approval by the District Superintendent or his designee.	known as in-service credits) shall be defined as courses approved by the Intermediate Unit In-Service Council and the State Department of Education for in-service credits Continuing Professional Education Credits (formerly known as in-service credits) and will be applicable, up to a maximum of six (6) credits per Bargaining Unit Employee, for placement on the salary schedule. Credits will require prior approval by the District Superintendent or his designee. [AGREED 09/01/08]
Article VI, B, h CPE Credits	h. Prior approval must be obtained from the Superintendent or his/her designee before graduate or in-service credits can be applied to advancement on the salary guide.	h. Prior approval must be obtained from the Superintendent or his/her designee before graduate or continuing professional education credits (formerly known as in-service credits) can be applied to advancement on the salary guide. [AGREED 09/12/08]
Article VI, B, 3, b Notification of Salary Status	3. <u>Notification of Salary Status</u> b. Any teacher who is qualified or will qualify for a step or track other than as notified by the District Office must notify the District Office in writing by August 1 each year.	3. <u>Notification of Salary Status</u> b. Any teacher who is qualified or will qualify for a step or track other than as notified by the District Office must notify the District Office in writing by August 1 each year. An official transcript verifying the track change must be received by the District Office no later than October 1st of the given year; for those Bargaining Unit Members earning a Master's degree no later than January 31st of the given year; failure to supply the official transcript will result in the salary reverting back to the educational level confirmed by the transcript provided by the Bargaining Unit Member. [AGREED 06/11/08]

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
Article VI, D Work for First Year of Employment	Bargaining Unit Employees, during their first year of employment with the School District, shall have two (2) additional days of work devoted to orienting such Bargaining Unit Employees to the operations in the School District over the contracted work year applicable to Bargaining Unit Employees in the School District.	Bargaining Unit Employees, during their first year of employment with the School District, shall have two (2) additional days of work <u>prior to the start of the student school year and two (2) additional days during the student school year for a total of four (4) days per school year</u> devoted to orienting such Bargaining Unit Employees to the operations in the School District over the contracted work year applicable to Bargaining Unit Employees in the School District. <u>The two (2) additional days during the student school year will be scheduled yearly on the basis of the approved school calendar.</u> [AGREED 07/14/08]
Article VI, D Psychologists and Home and School Visitors	Psychologists and the Home and School Visitors shall be required to work the same contracted work year as other Bargaining Unit Employees; however, the psychologists and the home and school visitors will be required to work a flex schedule within the sound discretion of the School District Administration, which will permit the psychologists and home and school visitors to provide required services during the summer months. Such a flex schedule for the psychologists and home and school visitors shall be finalized following consultation with the Assistant to the Superintendent/Human Resources.	Psychologists and the Home and School Visitors shall be required to work the same contracted work year as other Bargaining Unit Employees; however, the psychologists and the home and school visitors will be required to work a flex schedule within the sound <u>sole</u> discretion of the School District Administration, which will permit the psychologists and home and school visitors to provide required services during the summer months. Such a flex schedule for the psychologists and home and school visitors shall be finalized following consultation with the Assistant to the Superintendent/ <u>Director of</u> Human Resources. [AGREED 06/11/08]
Article VII, E Section 125 Flexible Benefits Plan	<u>Section 125 Flexible Benefits Plan</u> As a method to permit Bargaining Unit Employees to pay for their share of	<u>Section 125 Flexible Benefits Plan</u> As a method to permit Bargaining Unit Employees to pay for their share of health benefit plan premiums (and other

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	<p>health benefit plan premiums (and other eligible premiums) through pre-Federal income tax instead of after-Federal income tax contributions, the Board shall sponsor an Internal Revenue Code Section 125 Flexible Spending Account Plan to include other eligible premiums expressly contingent upon having a minimum of seventy (70) Bargaining Unit Employees electing such other eligible premiums on an annual basis. The District shall impose a charge of \$5.00 per month upon Bargaining Unit Employees who elect to utilize such additional eligible premiums (herein “Participating Bargaining Unit Employees”). The collection of such payments shall be through mandatory payroll deductions. In the event there is in excess of \$1000 (one thousand dollars) of remaining dollars in the Flexible Spending Account Plan following the completion of the plan year ending December 31, such remaining dollars shall be equally divided and returned to the Participating Bargaining Unit Employees, less ordinary and necessary withholdings, as required by law. In the event there is \$1000 (one thousand dollars) or less of remaining dollars in the Flexible Spending Account Plan following the completion of the plan year ending December 31, such remaining dollars shall be applied toward reducing eligible Bargaining Unit Employee plan premiums for the subsequent plan year. This sponsorship is contingent upon the same being permitted pursuant to law.</p>	<p>eligible premiums) through pre-Federal income tax instead of after-Federal income tax contributions, the Board shall sponsor an Internal Revenue Code Section 125 Flexible Spending Account Plan to include other eligible premiums expressly contingent upon having a minimum of seventy (70) Bargaining Unit Employees electing such other eligible premiums on an annual basis. The District shall impose a charge of \$5.00 per month upon Bargaining Unit Employees who elect to utilize such additional eligible premiums (herein “Participating Bargaining Unit Employees”). The collection of such payments shall be through mandatory payroll deductions. In the event there is in excess of \$1000 (one thousand dollars) of remaining dollars in the Flexible Spending Account Plan following the completion of the plan year ending December 31, such remaining dollars shall be equally divided and returned to the Participating Bargaining Unit Employees, less ordinary and necessary withholdings, as required by law. In the event there is \$1000 (one thousand dollars) or less of remaining dollars in the Flexible Spending Account Plan following the completion of the plan year ending December 31, such remaining dollars shall be applied toward reducing eligible Bargaining Unit Employee plan premiums for the subsequent plan year. This sponsorship is contingent upon the same being permitted pursuant to law.</p> <p><u>As a method to permit Bargaining Unit Employees to pay for their share of health benefit plan premiums, including medical and dependent care spending accounts, through pre-Federal income tax instead of after-Federal income tax</u></p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
		<p><u>contributions, the Board shall sponsor an Internal Revenue Code Section 125 Flexible Spending Account Plan to include said medical and dependent care spending accounts effective January 1, 2008, through June 30, 2008, and effective July 1, 2008, through June 30, 2009, and each plan year thereafter. The Board sponsorship of the aforesaid Internal Revenue Code Section 125 Flexible Spending Account Plan to include such medical and dependent care spending accounts is expressly contingent upon the following:</u></p> <ol style="list-style-type: none"> <u>1. The District has in place a third party administrator that does not impose any minimum number of employees electing such other eligible premiums on an annual basis; and</u> <u>2. Such third party administrator will not impose any charges upon the District for the administration of such plan; and</u> <u>3. Such sponsorship is contingent upon the same being permitted pursuant to law.</u> <p><u>In the event that the third party administrator does impose a minimum participation requirement for the continuation of the flexible spending account, then in that event, such minimum participation requirement will immediately come into effect upon the flexible spending plan's renewal.</u></p> <p><u>In the event the third party administrator does initiate any fees for the implementation or monthly or annual administration of the flexible spending plan, such fees shall be borne by the Bargaining Unit Employees participating in such flexible spending plans through mandatory payroll deductions. In the</u></p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
		<p><u>event the Internal Revenue Code shall be modified to the extent that the Board’s sponsorship no longer provides the benefits to the District and the Association as the result of the implementation and continuation of the flexible spending plan, then in that event, the District reserves the right to terminate the plan at the earliest possible date.</u></p> <p>District shall have the right to exercise its prerogative to implement changes to the FSA plan consistent with Internal Revenue Code requirements. [AGREED 07/28/08]</p>
Article VII, G	<p><u>Long Term Disability</u> The District shall contribute 1% of the Long Term Disability premium for all full time Bargaining Unit Employees who elect to sign up for coverage. The balance of the premium for the Long Term Disability program shall be paid by the Bargaining Unit Employee through mandatory payroll deduction. The Association reserves the right to name the carrier and the plan.</p>	Existing contract language [AGREED 07/28/08]
Article VIII, I, 3 Continuing Professional Education Credits	3. Reimbursement shall be made for in-service credits up to a maximum of six (6) credits per year (September 1 to August 31). In-service credits shall be defined as courses approved by the Intermediate Unit In-Service Council and the State Department of Education for in-service credits. Up to six (6) in-service credits can be used to advance on a salary track. All in-service credits must have the prior approval of the Superintendent or his designee.	3. Reimbursement shall be made for in-service credits up to a maximum of six (6) credits per year (September 1 to August 31). In-service credits Continuing Professional Education Credits shall be defined as courses approved by the Intermediate Unit In-Service Council and the State Department of Education for in-service credits. Up to six (6) in-service credits Continuing Professional Education Credits can be used to advance on a salary track. All in-service credits Continuing

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
		<p>Professional Education Credits must have the prior approval of the Superintendent or his designee.</p> <p>[AGREED 06/11/08]</p>
<p>Article VII, I, 8 Credits Not Within the Employee's Field of Certification</p>	<p>8. Credits that are not within the Bargaining Unit Employees' field of certification require prior approval by the District Superintendent or his designee. Prior approval is defined as not later than one (1) week after the meeting of the first class.</p>	<p>8. Credits that are not within the Bargaining Unit Employees' field of certification require prior approval by the District Superintendent or his designee. Prior approval is defined as not later than one (1) week after the meeting of the first class <u>one week before the meeting of the first class.</u></p> <p>[AGREED 07/14/08]</p>
<p>Article VII, N 403(b) Plan</p>	<p>403(b) Plan</p> <p>1. Bargaining Unit Employees who qualify for the Unused Sick/Personal Day Plan pursuant to the Collective Bargaining Agreement or who qualify for any eligible severance benefits that Board and Association would mutually agree should be deposited in a 403(b) tax sheltered annuity account, shall result in an Board contribution being deposited into a 403(b) tax sheltered annuity account that must be established by the eligible Bargaining Unit Employee. Under no circumstances shall said 403(b) account be established after separation of service. Such participation in tax sheltered annuity accounts shall be mandatory, and the failure to establish an account will cause the Bargaining Unit Employee to forfeit this benefit in its entirety.</p> <p>2. Board and Association agree that the contributions set forth herein are Board contributions, and notwithstanding the language in the Collective Bargaining Agreement, no cash option is available.</p>	<p>403(b) Plan</p> <p>1. Bargaining Unit Employees who qualify for the Unused Sick/Personal Day Plan pursuant to the Collective Bargaining Agreement or who qualify for any eligible severance benefits that Board and Association would mutually agree should be deposited in a 403(b) tax sheltered annuity account, shall result in an Board contribution being deposited into a 403(b) tax sheltered annuity account that must be established by the eligible Bargaining Unit Employee. Under no circumstances shall said 403(b) account be established after separation of service. Such participation in tax sheltered annuity accounts shall be mandatory, and the failure to establish an account will cause the Bargaining Unit Employee to forfeit this benefit in its entirety.</p> <p>2. Board and Association agree that the contributions set forth herein are Board contributions, and notwithstanding the language in the Collective Bargaining Agreement, no cash option is available.</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	<p>Contributions are limited to the limits set forth in Section 415 of the Internal Revenue Code. Excessive contributions will be made to the Bargaining Unit Employee's account in the next subsequent school year up to the Section 415 limit.</p> <p>3. Association, on behalf of each Bargaining Unit Employee, acknowledges acceptance for the purposes of allowing Bargaining Unit Employees to receive non-elective contributions to Section 403(b) annuity contracts, which have been individually established for Bargaining Unit Employees.</p> <p>4. Association, on behalf of each Bargaining Unit Employee, further acknowledges and agrees that in the event any Bargaining Unit Employee has been deemed to be in constructive receipt of any of the amounts contributed or intended to be contributed to the Section 403(b) annuity contracts, the Bargaining Unit Employee shall reimburse Board for any withholding taxes, other than Board's share of FICA taxes that would otherwise be due and owing by Board, and any interest thereon, which Board may be required to pay as the result of such constructive receipt. Alternatively, at the request of Board, the Bargaining Unit Employee shall pay such taxes directly to the Internal Revenue Service or the Pennsylvania Department of Revenue.</p> <p>5. Association, on behalf of each Bargaining Unit Employee, hereby authorizes Board to satisfy repayment obligations by applying such obligations to any amounts that the Board was otherwise required to contribute to a</p>	<p>Contributions are limited to the limits set forth in Section 415 of the Internal Revenue Code. Excessive contributions will be made to the Bargaining Unit Employee's account in the next subsequent school year up to the Section 415 limit.</p> <p>3. Association, on behalf of each Bargaining Unit Employee, acknowledges acceptance for the purposes of allowing Bargaining Unit Employees to receive non-elective contributions to Section 403(b) annuity contracts, which have been individually established for Bargaining Unit Employees.</p> <p>4. Association, on behalf of each Bargaining Unit Employee, further acknowledges and agrees that in the event any Bargaining Unit Employee has been deemed to be in constructive receipt of any of the amounts contributed or intended to be contributed to the Section 403(b) annuity contracts, the Bargaining Unit Employee shall reimburse Board for any withholding taxes, other than Board's share of FICA taxes that would otherwise be due and owing by Board, and any interest thereon, which Board may be required to pay as the result of such constructive receipt. Alternatively, at the request of Board, the Bargaining Unit Employee shall pay such taxes directly to the Internal Revenue Service or the Pennsylvania Department of Revenue.</p> <p>5. Association, on behalf of each Bargaining Unit Employee, hereby authorizes Board to satisfy repayment obligations by applying such obligations to any amounts that the Board was otherwise required to contribute to a</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	<p>Section 403(b) annuity contract on behalf of the Bargaining Unit Employee as described herein.</p> <p>6. In the case of the death of the Bargaining Unit Employee 403(b) holder, all remaining entitled monies are due the named beneficiary designated on the plan.</p> <p>7. Association, on behalf of itself and each Bargaining Unit Employee, sets forth its obligation to indemnify and hold harmless Board, its agents, employees, and Board Members from any claim, which the Internal Revenue Service or the Pennsylvania Department of Revenue could assert with respect to this provision of the Collective Bargaining Agreement and the transactions described herein, other than Board's share of FICA taxes that would otherwise be due and owing by Board to the Internal Revenue Service.</p>	<p>Section 403(b) annuity contract on behalf of the Bargaining Unit Employee as described herein.</p> <p>6. In the case of the death of the Bargaining Unit Employee 403(b) holder, all remaining entitled monies are due the named beneficiary designated on the plan.</p> <p>7. Association, on behalf of itself and each Bargaining Unit Employee, sets forth its obligation to indemnify and hold harmless Board, its agents, employees, and Board Members from any claim, which the Internal Revenue Service or the Pennsylvania Department of Revenue could assert with respect to this provision of the Collective Bargaining Agreement and the transactions described herein, other than Board's share of FICA taxes that would otherwise be due and owing by Board to the Internal Revenue Service. District shall have the right to exercise its prerogative to implement a 403b plan on or before January 1, 2009, consistent with Internal Revenue code requirements. [AGREED 07/14/08]</p>
<p>Article VIII, I Notification of New Positions and Pending Vacancies</p>	<p><u>Notification of New Positions and Pending Vacancies</u></p> <p>All promotions within the instructional and administrative staff of the Souderton Area School District are made upon the recommendation of the Superintendent of Schools and the approval by the Board of School Directors.</p> <p>All openings for positions, both new and vacated, will be made known to the professional Bargaining Unit Employees of the District through the District's electronic communication system.</p>	<p><u>Notification of New Positions and Pending Vacancies</u></p> <p>All promotions within the instructional and administrative staff of the Souderton Area School District are made upon the recommendation of the Superintendent of Schools and the approval by the Board of School Directors.</p> <p>All openings for positions, both new and vacated, will be made known to the professional Bargaining Unit Employees of the District through the District's electronic communication system as soon as practical after the new or vacated position becomes open and the District, at</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	<p>A Bargaining Unit Employee wishing to be considered for a position other than his/her present one, should apply in writing through his/her building principal or immediate supervisor, to the Assistant to the Superintendent/Human Resources.</p> <p>A written request for consideration for a position other than the position presently held may be withdrawn at any time by the person who filed it.</p> <p>When a position is to be filled, the declaration of interest file will be checked and all persons having a written request on file for the open position will be notified. A written request for consideration for another position will be kept active until that position is filled.</p>	<p>its discretion, decides to fill said position. A Bargaining Unit Employee wishing to be considered for a position other than his/her present one, should apply in writing through his/her building principal or immediate supervisor, to the Assistant to the Superintendent/Human Resources. A written request for consideration for a position other than the position presently held may be withdrawn at any time by the person who filed it.</p> <p>When a position is to be filled, the declaration of interest file will be checked and all persons having a written request on file for the open position will be notified. A written request for consideration for another position will be kept active until that position is filled.</p> <p>[AGREED 07/28/08]</p>
<p>Article VIII, J Assignment and Transfer</p>	<p><u>Assignment and Transfer</u></p> <p>During the term of this Agreement, the District shall effectuate the transfer and assignment of professional personnel in accordance with Souderton Area School District Board Policy No. 409, Assignment and Transfer, revised effective September 1, 1997.</p> <p>Notification of Assignments for the upcoming school year will be mailed to Bargaining Unit Employees on or before July 1 of the school year in question (herein "Assignment"). Bargaining Unit Employees shall be notified in writing of any change in Assignment (herein "Revised Assignment").</p> <p>In the event a Revised Assignment is mailed to Bargaining Unit Employees between the date of the Assignment and</p>	<p>Existing contract language [AGREED 08/25/08]</p>

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	<p>August 1 of the same school year in question, the Assistant to the Superintendent/Human Resources, applicable school Principal, or other designated Administrator shall meet with the Bargaining Unit Employee and Association Representative, if requested, to discuss the Revised Assignment. At such a meeting, the Bargaining Unit Employee and/or Association Representative will present the Bargaining Unit Employee's concerns relating to the Revised Assignment. This meeting obligation only pertains to revised Assignments mailed between July 1 and August 1 of the same school year.</p> <p>The designated representative of the District Administration shall conduct a meeting concerning the revised assignment if the Assistant to the Superintendent/Human Resources, receives a written request from the Bargaining Unit Employee on or before August 10 of the school year in question. In the event the Bargaining Unit Employee does not timely request such a meeting or attend such a meeting as scheduled on or before August 15 of the school year in question, the Bargaining Unit Employee waives any and all rights for a meeting.</p> <p>No grievances shall be permitted pursuant to this section of the Collective Bargaining Agreement, other than the grievant's right to pursue a grievance as a result of the failure of the Assistant to the Superintendent/ Human Resources or designated member of the Administration to conduct a meeting as required. Nothing in this article shall be</p>	

<u>Issue:</u>	<u>Existing Contract Language:</u>	<u>Agreed Proposal Language:</u>
	deemed to limit the authority of the District to make assignments and transfers.	
Meeting of the Month	No language	<p><u>1. Monthly meetings will continue to be used as the initial vehicle by which the SAEA can bring concerns and questions to the Administration. The meeting will usually take place ten (10) work days after the exchange of the agenda items.</u></p> <p><u>2. The agenda will include issues brought up at the Representative Council. It is the duty of the SAEA Secretary to provide the parties involved with an agenda as soon as possible after the SAEA Representative Council Meeting. Agenda item must include a brief summary for each issue.</u></p> <p><u>3. Attendance at the Meeting of the Month will the District Superintendent, the District Assistant Superintendent, the SAEA President, Vice President, Secretary, Treasurer, Grievance chairperson, and a person with first-hand experience with the issue, as well as key administrators and/or principals involved in the agenda topics.</u></p> <p><u>4. The purpose of the Meeting of the Month is to address the agenda issues. If an issue is not resolve at the meeting, the District must offer its solution for the issue within five (5) school days. The resolution or proposed resolution needs to be in writing via email to all parties present and affected, with a hard copy to the SAEA Secretary to keep on record.</u></p> <p><u>5. Extension of the five (5) days may be granted at the Association's discretion.</u></p> <p><u>6. Nothing in this memorandum shall limit the Association's right to grieve or follow any other procedure it deems appropriate.</u></p> <p>[AGREED 08/25/08]</p>

EXHIBIT "B"

SOUDERTON AREA EDUCATION ASSOCIATION 2008/09 Salary Schedule

Step	Bachelor	Bach+12	Bach+24	Masters	Mast+12	Mast+24
1	38,443	38,992	40,516	41,867	44,321	46,777
2	38,949	39,964	41,716	43,106	45,635	48,163
3	39,455	40,623	43,244	44,685	47,305	49,926
4	40,170	41,357	43,791	46,271	48,897	51,306
5	40,936	42,152	44,561	48,006	50,703	53,113
6	42,176	43,357	45,765	49,740	52,510	54,919
7	43,417	44,561	46,970	51,474	54,317	56,726
8	44,658	45,765	48,174	53,208	56,123	58,532
9	45,898	46,970	49,378	54,943	57,930	60,338
10	47,138	48,174	50,583	56,677	59,736	62,144
11	48,379	49,378	51,787	58,411	61,543	63,951
12	49,619	50,583	52,991	60,146	63,349	65,757
13	50,859	51,787	54,196	61,879	65,156	67,564
14	54,194	55,122	57,627	66,171	69,653	72,159
15a	55,549	56,500	59,068	67,825	71,394	73,963
15	71,329	74,301	77,273	84,703	87,675	90,703

EXHIBIT "B"

SOUDERTON AREA EDUCATION ASSOCIATION 2009/10 Salary Schedule

Step	Bachelor	Bach+12	Bach+24	Masters	Mast+12	Mast+24
1	39,596	40,161	41,327	42,704	45,207	47,713
2	40,118	41,163	42,550	43,537	46,091	48,644
3	40,639	41,842	43,677	44,797	47,424	50,051
4	41,375	42,185	44,228	46,387	49,019	51,434
5	42,164	42,500	44,672	48,126	50,830	53,246
6	43,442	43,465	45,879	49,864	52,641	55,056
7	44,719	44,672	47,087	51,603	54,453	56,868
8	45,997	45,879	48,294	53,341	56,263	58,678
9	47,275	47,087	49,501	55,080	58,075	60,489
10	48,552	48,294	50,709	56,819	59,885	62,299
11	49,830	49,501	51,916	58,557	61,697	64,111
12	51,108	50,709	53,123	60,296	63,507	65,921
13	52,385	51,916	54,331	62,034	65,319	67,733
14	55,820	55,260	57,771	66,336	69,827	72,339
15a	57,216	56,641	59,215	67,995	71,573	74,148
15b	58,646	58,057	60,696	69,695	73,362	76,002
15	72,399	75,416	78,432	85,973	88,990	92,064

EXHIBIT "B"

SOUDERTON AREA EDUCATION ASSOCIATION 2010/11 Salary Schedule

Step	Bachelor	Bach+12	Bach+24	Masters	Mast+12	Mast+24
1	40,784	41,366	42,153	43,558	46,112	48,667
2	41,321	42,398	42,976	43,972	46,552	49,131
3	41,858	43,097	44,113	45,245	47,898	50,552
4	42,616	43,450	44,671	46,851	49,509	51,949
5	43,429	43,775	45,119	48,607	51,338	53,778
6	44,745	44,769	45,879	49,864	52,641	55,056
7	46,061	46,013	47,087	51,603	54,453	56,868
8	47,377	47,256	48,294	53,341	56,263	58,678
9	48,693	48,500	49,501	55,080	58,075	60,489
10	50,009	49,743	50,709	56,819	59,885	62,299
11	51,325	50,986	51,916	58,557	61,697	64,111
12	52,641	52,231	53,123	60,296	63,507	65,921
13	53,957	53,474	54,331	62,034	65,319	67,733
14	57,495	56,918	57,771	66,336	69,827	72,339
15a	58,932	58,341	59,215	67,995	71,573	74,148
15b	60,406	59,799	60,696	69,695	73,362	76,002
15c	61,916	61,294	62,213	71,437	75,196	77,902
15	73,485	76,547	79,609	87,263	90,325	93,445

SOUDERTON AREA SCHOOL DISTRICT BENEFIT SUMMARY

Benefit Attributes	Standard Plan		High Plan	
	In-Network Benefits	Out-of-Network Benefits	In-Network Benefits	Out-of-Network Benefits
Outpatient Care	70% to max. of 15 visits per year to max. of \$45	70% to max. of 15 visits per year to max. of \$45	100% to max. of 15 visits per year to max. of \$45	80% to max. of 15 visits per year to max. of \$45
Alcohol Abuse				
Inpatient Care				
Inpatient Hospitalization	After \$250/Admit Copay, then 70%	70%	After \$250/Admit Copay, then 100%	80%
Inpatient Detoxification Services	70%	70%	100%	80%
Outpatient Care				
Partial OP/Partial Hospitalization	70% to max. of 15 visits per year to max. of \$45	70% to max. of 15 visits per year to max. of \$45	100% to max. of 15 visits per year to max. of \$45	80% to max. of 15 visits per year to max. of \$45
Substance Abuse				
Inpatient Care				
Inpatient Hospitalization	70%	70%	After \$250/Admit Copay, then 100%	80%
Inpatient Detoxification Services	70%	70%	100%	80%
Outpatient Care				
Partial OP/Partial Hospitalization	70% to max. of 15 visits per year to max. of \$45	70% to max. of 15 visits per year to max. of \$45	100% to max. of 15 visits per year to max. of \$45	80% to max. of 15 visits per year to max. of \$45
Prescription Drug Benefits				
Prescription Drug Deductible-per person/per year	\$75	\$75	\$50	\$50
Number of Days Supply for Mail Order-90	80%	80%	80%	80%
Other Services and Supplies				
TMJ Treatment	90% to combined \$2,000 limit	70% to combined \$2,000 limit	100% to combined \$2,000 limit	80% to combined \$2,000 limit
Ambulance	100%	100%	100%	100%
Post Chemotherapy Cranial Protheses	50% to max. of \$200	50% to max. of \$200	50% to max. of \$200	50% to max. of \$200
Outpatient Nursing Services	90% to combined 30 visits/CY	70% to combined 30 visits/CY	100% to combined 30 visits/CY	80% to combined 30 visits/CY
Organ or Tissue Transplant	90%	70%	100%	80%
Lifetime Maximum	\$100,000 for heart, heart & lung, or liver transplants, \$10,000 procurement limit per procedure	\$100,000 for heart, heart & lung, or liver transplants, \$10,000 procurement limit per procedure	\$100,000 for heart, heart & lung, or liver transplants, \$10,000 procurement limit per procedure	\$100,000 for heart, heart & lung, or liver transplants, \$10,000 procurement limit per procedure
Outpatient Rehabilitative Therapy Services (Including Physical, Respiration, Occupational and Speech Therapy)	90%	70%	100%	80%
Maximum visits Per Calendar Year	25 Combined	25 Combined	25 Combined	25 Combined

Contributions	4% of Fully-Insured Equivalent Premiums in year 1, increasing by 2% of premium each year thereafter.	12% of Fully-Insured Equivalent Premiums in year 1, increasing by 2% of premium each year thereafter.
Spousal Surcharge	A surcharge equal to \$30 per month will be added to the standard contribution if a spouse has access to group coverage elsewhere but elects the District's plan.	A surcharge equal to \$40 per month will be added to the standard contribution if a spouse has access to group coverage elsewhere but elects the District's plan.

The above information is intended as a benefit summary only. It does not include all of the benefit provisions, limitations and qualifications. If this information conflicts in any way with the contract, the contract will prevail.

Souderton Area School District Wellness Plan

Pediatric Preventive Care

Pediatric Preventive Care includes the following:

1. **Physical Examination. Routine History. Routine Diagnostic Tests.** Well baby care, which generally includes a medical history, height and weight measurement, physical examination and counseling, is limited to Covered Persons under eighteen (18) years of age in accordance with the schedule shown below. When a range is given (i.e., 2-3 months), the dash indicates that coverage is available for one service from two (2) months through three (3) months of age.

Twenty-four (24) examinations up to age seventeen (17) – according to each of the following age groupings:

- Eight (8) exams between the ages of 0-24 months within the following age ranges:

0-1 month	9-11 months
2-3 months	12-14 months
4-5 months	15-17 months
6-8 months	18-24 months
 - One (1) exam every calendar year between two (2) and seventeen (17) years of age
2. **Blood Lead Screening.** This blood test detects elevated lead levels in the blood. Children are covered for:
 - One (1) test between 9-12 months of age
 - One (1) test at twenty-four (24) months of age
 3. **Hemoglobin/Hematocrit.** This blood test measures the size, shape, number and content of red blood cells. Children are covered for:
 - One (1) test between 0-12 months of age
 - One (1) test between one (1) and four (4) years of age
 - One (1) test between five (5) and twelve (12) years of age
 - One (1) test between thirteen (13) and seventeen (17) years of age
 4. **Rubella Titer Test.** The rubella titer blood test checks for the presence of rubella antibodies. If no antibodies are present, the rubella immunization should be given. The rubella titer blood test is recommended when it is unsure whether the child has ever been immunized. Children are covered for one (1) test and immunization between eleven (11) and seventeen (17) years of age.
 5. **Urinalysis.** This test detects numerous abnormalities. Children are covered for:
 - One (1) test every 365 days between 0-24 months of age
 - One (1) test every calendar year between two (2) and seventeen (17) years of age

Pediatric Immunizations

Coverage will be provided for those pediatric immunizations, including the immunizing agents, which, as determined by the Department of Health, conform with the Standards of the (Advisory Committee on Immunization Practices of the Center for Disease Control) U.S. Department of Health and Human Services. Benefits are limited to Covered Persons under twenty-one (21) years of age.

Adult Preventive Care

1. **Physical Examination. Routine History.** Well person care, which generally includes a medical history, height and weight measurement, physical examination and counseling, plus necessary Diagnostic Services, is limited to Covered Persons eighteen (18) years of age or older in accordance with the following schedule:
 - One (1) examination every calendar year at eighteen (18), nineteen (19), twenty (20), and twenty-one (21) years of age
 - One (1) examination every three (3) calendar years between twenty-two (22) and thirty-nine (39) years of age
 - One (1) examination every calendar year, beginning at forty (40) years of age

Souderton Area School District Wellness Plan

2. Adult Tetanus Toxoid (TD). This immunization provides immunity against tetanus and diphtheria.
 - One (1) test every ten (10) calendar years, beginning at eighteen (18) years of age
3. Blood Cholesterol Test. This blood test measures the total serum cholesterol level. High blood cholesterol is one of the risk factors that leads to coronary artery disease.
 - One (1) test every four (4) calendar years between eighteen (18) and thirty-nine (39) years of age
 - One (1) examination every calendar year, beginning at forty (40) years of age
4. Complete Blood Count (CBC). This blood test checks the red and white blood cell levels, hemoglobin and hematocrit.
 - One (1) test every calendar year at eighteen (18), nineteen (19), twenty (20), and twenty-one (21) years of age
 - One (1) examination every three (3) calendar years between twenty-two (22) and thirty-nine (39) years of age
 - One (1) test every calendar year, beginning at forty (40) years of age
5. Fecal Occult Blood Test. This test checks for the presence of blood in the feces which is an early indicator of colorectal cancer.
 - One (1) test every calendar year, beginning at fifty (50) years of age
6. Flexible Sigmoidoscopy. This test detects colorectal cancer by use of a flexible fiberoptic sigmoidoscope.
 - One (1) test every three (3) calendar years, beginning at fifty (50) years of age
7. Influenza Vaccine. This vaccine provides immunization against influenza type A and B viruses.
 - One (1) vaccine every calendar year, beginning at eighteen (18) years of age
8. Pneumococcal Vaccine. This vaccine provides immunization against pneumococcal disease. Pneumococcal disease may cause pneumonia and other infections such as meningitis and bronchitis.
 - One (1) vaccine every five (5) calendar years, beginning at sixty-four (64) years of age
9. Prostate Specific Antigen (PSA). This blood test may be used to detect tumors of the prostate.
 - One (1) test every calendar year, beginning at fifty (50) years of age
10. Routine Colonoscopy. This test detects colorectal cancer by use of a flexible fiberoptic colonoscope.
 - One (1) test every ten (10) calendar years, beginning at fifty (50) years of age
11. Rubella Titer Test. The rubella titer blood test checks for the presence of rubella antibodies. If no antibodies are present, the rubella immunization should be given. The rubella titer blood test is recommended when it is unsure whether the adult has ever been immunized.
 - One (1) test and immunization between eighteen (18) and forty-nine (49) years of age
12. Thyroid Function Test. This test detects hyperthyroidism and hypothyroidism.
 - One (1) series of tests every calendar year, beginning at eighteen (18) years of age
13. Urinalysis. This test detects numerous abnormalities.
 - One (1) test every calendar year, beginning at eighteen (18) years of age
14. Varicella Vaccine. This vaccine is recommended for women of childbearing age who have not been previously exposed to the chicken pox virus.
 - One (1) immunization for women between eighteen (18) and forty-nine (49) years of age
15. Fasting Blood Glucose Test. This test is used for detection of diabetes.
 - One (1) test every three (3) years, beginning at age forty-five (45).

Souderton Area School District Wellness Plan

16. Abdominal Aortic Aneurysm screening. One (1) test per lifetime is recommended for men with a smoking history.
 - One (1) ultrasound for men between sixty-five (65) and seventy-five (75) years of age.
17. Benefits are also payable for certain immunizations provided to Covered Persons determined to be at "high risk" as determined by the Carrier.

Routine Gynecological Examination, Pap Smear

Female Covered Persons are covered for one (1) routine gynecological examination each calendar year, including a pelvic examination and clinical breast examination; and routine Pap smears in accordance with the recommendations of the American College of Obstetricians and Gynecologists.

Mammograms

Coverage will be provided for screening and diagnostic mammograms. Benefits for mammography are payable only if performed by a qualified mammography service provider who is properly certified by the appropriate state or federal agency in accordance with the Mammography Quality Assurance Act of 1992.

Osteoporosis Screening (Bone Mineral Density Testing or BMDT)

Coverage is provided for Bone Mineral Density Testing using a U.S. Food and Drug Administration approved method. This test determines the amount of mineral in a specific area of the bone. It is used to measure bone strength which is the aggregate of bone density and bone quality. Bone quality refers to architecture, turnover and mineralization of bone. The BMDT must be prescribed by a Professional Provider legally authorized to prescribe such items under law.

- One (1) screening test every two calendar years beginning at age 65.