

**ABINGTON HEIGHTS EDUCATION ASSOCIATION
SETTLEMENT PROPOSALS- 2011**

The Association reserves the right to amend, modify, withdraw, or add to this proposal at any time.

All provisions and understandings pertaining to the 2008-2011 Collective Bargaining Agreement shall remain in their current form unless altered by this negotiations.

AGREEMENT

THIS AGREEMENT, made this ~~20th day of December~~ 2007, by and between the ABINGTON HEIGHTS SCHOOL DISTRICT, hereinafter referred to as "the District", and the ABINGTON HEIGHTS EDUCATION ASSOCIATION, hereinafter referred to as "the Association".

ARTICLE I

RECOGNITION

§1. The Board hereby recognizes the Association as the sole and exclusive representative for purposes of collective bargaining and "meet and discuss" as those terms are defined in the Public Employee Relations Act for all Employees in the bargaining unit.

§2. This Agreement shall cover all Employees in the bargaining unit as certified by the PLRB in its Certificate of Representative dated ~~February 26, 1971~~, in Case No PERA-R-793-C. Specifically excluded from such representation shall be those classifications not mentioned in said certification.

ARTICLE VIII

SIT-IN OR COVER

§1. When any teacher is asked to "sit-in" or "cover" classes or duties of another teacher ~~in excess of one period of class in any one (1) week~~, the teacher so assigned shall be compensated for such coverage ~~in excess of one (1) period~~ at the **following** rate of ~~Fifteen Dollars (\$15.00)~~ per period.

<u>Contract Year</u>	<u>Hourly Rate</u>
2011-12	\$30.00
2012-13	\$35.00
2013-14	\$40.00
2014-15	\$45.00
2015-16	\$50.00

§2. In order to accomplish such assignments in an equitable manner a list of all teachers eligible for "sit-in" or "cover" duties at various times shall be maintained and available in the respective school office and assignments shall be made from this list on a rotation basis.

ARTICLE XIII
TEACHER DAY

§1. The teacher's day shall consist of seven (7) hours, fifteen (15) minutes each day and teachers shall be available, after prior arrangements, after dismissal of students, for non-classroom functions of their employment, including but not limited to parent or student conferences, faculty meetings, conferences, etc., and one (1) night meeting each school year without additional compensation. The Administration will continue to schedule meetings as in the previous years.

§2. The Superintendent shall distribute to all Employees a schedule of hours applicable to each building. When any Employee is assigned to any task or duty which makes it mandatory for such Employee to attend any function after 6:00 p.m. on any given day other than the meeting referred to in Section 1 of this Article, such Employee shall be compensated at the following rates for each hour of such mandatory attendance:

<u>Contract Year</u>	<u>Hourly Rate</u>
2011-12	\$30.00
2012-13	\$35.00
2013-14	\$40.00
2014-15	\$45.00
2015-16	\$50.00

§3. The hourly rates as provided in Section 2 of this Article will apply to personnel assigned to or participating in the following activities or areas of instruction:

- A. Migrant Education Staff
- B. Driver Education Instruction
- C. Summer School
- D. After school/evening (after 6:00 p.m.)
- E. Intramurals

ARTICLE XIV

PROFESSIONAL STANDARDS OF EMPLOYMENT

The Board shall: ~~endeavor in good faith, having due regard to the available personnel, applications on hand, physical facilities, distribution of student population and the current financial situation to:~~

- A. Provide each teacher with space for the storage of instructional materials, equipment and supplies;
- B. Establish faculty rest rooms separate from student rest rooms;
- C. Maintain a 1:150 maximum teacher-student ratio in major subject areas;
- D. ~~Maintain a maximum class size of thirty (30) students per class;~~
Class size shall be designated as follows:
 - K-4 shall not exceed twenty (20) students per class.
 - 5-12 shall not exceed twenty-five (25) students per class.
 - These class size limits shall apply to all classes in all departments.
- E. Notify all professional Employees of their tentative assignments for the forthcoming year by the end of each school year and use its best efforts to notify all teachers involved by August 1 or at the earliest possible date of any changes which occur from that tentative assignment;
- F. Hire teachers on a permanent basis whose qualifications are evidenced by emergency certificate only after giving all applications submitted from persons having fully certificated qualifications full and fair consideration;
- G. Provide bulletin board space in each building for the posting of Association notices. A copy of any posted notice shall be submitted to the building Principal prior to posting.

ARTICLE XIX

ADMISSIONS TO ACTIVITIES

All members of the bargaining unit may use their District photo identification card to gain admission of that member and one (1) guest, along with any other members of the Employee's immediate family, to all athletic events of the District.

ARTICLE XXIV

PERSONAL LEAVE

§1. Personal leave will be granted each school year as follows: For service after September 1, 1971.

A. From the date of employment to the completion of two (2) years of service: one (1) day of leave per year.

B. After commencement of the third year: two (2) days of leave per year.

C. After completion of the 20th year: three (3) days of leave per year.

D. No such leave shall be granted on the last day prior to or on the first day following any vacation or holiday, except at the discretion of the Superintendent.

E. No such leave shall be granted on any one (1) day to more than Fifteen Percent (15%) of the members of the bargaining unit or to more than Fifteen Percent (15%) (but not less than one (1) person) of those members of the bargaining unit who are assigned to any one (1) building.

§2. Years of service under this Article will be construed to be years of satisfactory service in this District. Personal leave may be accumulated up to six (6) days. Employees having more than six (6) unused days of personal leave accumulated at the beginning of any school year shall have such excess days converted to sick leave days in September of such year. Such sick leave days should be added to the Employee's accumulated sick leave for use as sick leave only; such days shall not be used for the purpose of severance pay as provided in Article XXXV. Personal days, once transferred to accumulated sick leave, cannot be transferred back and used as personal days. When possible, the request for personal leave will be submitted to the supervisor five (5) days prior to the exercise of such leave.

~~§3. An accumulation of personal leave shall not be taken on consecutive days except when granted at the discretion of the Superintendent for extraordinary and compelling reasons.~~

ARTICLE XXV

CONFERENCE LEAVE

§1. Leaves shall be granted at the discretion of the Superintendent and approval of the Association President for attendance at professional meetings and conferences. Professional meetings and conferences, for the purposes of this Article, shall be deemed to mean any meeting or conference convened by the State or National organization to which the Association is an affiliate.

§2. The President of the Association and/or his/her designated representative(s) shall, with the approval of the Superintendent, be granted leave to attend to local Association business.

§3. The total leave granted under Sections (1) or (2) of this Article shall not exceed ten (10) work days per year. In the event that any leave is granted beyond ten (10) work days per year, the Association shall reimburse the District for the salary of any substitute hired during such absence.

§4. In addition to the foregoing, any member of the Association who is a duly elected officer of such State or National organization, may attend any duly convened conference or meeting thereof with the prior approval of the Superintendent, providing that the District shall be reimbursed for the salary of all substitutes hired by the District during such absence.

§5. The Board, in its sole discretion may, in addition to all above leaves, authorize additional Employee attendance at subject or other professional conferences.

§6. The President of the Association and/or his/her designated representative(s) shall be granted leave to attend legal proceedings involving the Association and the District without loss of compensation and shall not count against association leave days in any manner. Legal proceedings include but are not limited to Labor Board proceedings and arbitrations.

ARTICLE XXIX

INSURANCE

§1. **Medical and Hospital:**

A. The District shall provide medical and hospitalization insurance for each Employee and their dependents with the following basic protection: The stipulated Blue Cross and Blue Shield Special Benefit Program benefits provide for most of the expenses when the subscriber needs hospital, surgical or medical care.

B. When the subscriber needs medical care or services not covered by Basic Blue Cross and Blue Shield benefits, the Major Medical Expense Program takes over and provides additional benefits as follows:

Major Medical Lifetime Maximum.....\$1,000,000

Co-Insurance.....80/20% to \$2,000
and 100% thereafter

Calendar Year Deductible.....\$100.00

Effective January 2006-\$200 per person with \$500 family cap
Effective January 2008-\$225 per person with \$500 family cap
Out-Patient Care Benefits
Mental/Nervous Disorders.....\$25,000 Lifetime Maximum
Out-Patient Chemotherapy
Unlimited Consultation

C. Coverage is defined by the insurance contract and where so authorized by the insurer under existing policies or such insurance contracts as may be chosen in the future by the District with the consent of the Association in substitution thereof.

D. Effective January 1, 2009 the benefits of the medical and hospitalization plan shall be the same benefits as provided in the First Priority Life Insurance Company's Fully Funded Blue Care Traditional Plan, with the following change:

\$225 per person major medical deductible with a family cap of \$500.

All changes that occur in the fully funded plan shall be applied to the district plan with the exception of the \$225 per person major medical deductible with a family cap of \$500.

Each member of the bargaining unit and his/her eligible dependents shall be entitled to two wellness visits per contract year. The entire cost of such wellness visits shall be borne by the District.

Each member of the bargaining unit and his/her eligible dependents shall be entitled to thirty (30) visits to a physical therapist and twenty-four (24) visits to a chiropractor per contract year.

The parties agree that medical benefit claims dispute will be handled by the First Priority Life Insurance Company's claims appellate process.

E. Professional Employees on leave who desire to continue coverage of this insurance under the group policy may do so at such Employee's own expense for such period of time as the insuring entity may allow.

F. Married couples who are both members of the bargaining unit shall not be eligible for duplicate coverage under the Blue Cross (medical) or Blue Shield (surgical) plans. Such married couples who were both employed prior to September 1, 1985 and who voluntarily relinquished such duplicate coverage prior to the date of the 1985-88 Agreement were entitled to the \$1,000 cost containment bonus payment, as provided in Section F of this Article, following ratification of the 1985-88 Agreement. Thereafter, the nonsubscribing spouse is eligible to reenroll under the provisions of the cost containment formula only where such reenrollment would not result in duplicate coverage for any bargaining unit member or dependent, such as in cases of divorce, separation, death, retirement or termination of employment of the subscribing spouse or similar just cause not resulting in duplication. Married couples shall continue to each be eligible for \$1,000,000 maximum major medical insurance for a total of \$2,000,000. Where the nonsubscribing spouse must reenroll in substitution for the formerly subscribing spouse for any of the above causes not resulting in duplication or increased premium cost to the District, the Twenty-Five Percent (25%) reenrollment contribution required by Section F of this Article shall not apply.

G. Cost Containment - Bonus Payments:

The following provisions have been agreed to for the purpose of assisting the District in containing the cost of providing medical benefits to its Employees and limiting the future increases in those costs:

(1) Full-time Employees who are eligible for or enrolled in family coverage under the District medical plan and who are willing to discontinue decline that coverage at the start of any school year shall receive a ~~one-time bonus payment of One Thousand Dollars (\$1,000)~~ equal to fifty percent (50%) of the effective yearly COBRA rate each year at the time for such discontinuance in consideration of the cost savings to the District. To be eligible for the ~~bonus~~ payment, the disenrollment must be for a minimum period of one (1) year. ~~If such Employees later wish to reenroll in a District paid medical plan they may do so upon the condition that they contribute twenty five percent (25%) of the total cost of the plan for the first twelve (12) months of their reenrollment.~~ In the event an Employee enrolled in single coverage is willing to discontinue that coverage under terms similar to the above, a proportionate ~~bonus~~ payment based on the relative ~~premium~~ yearly COBRA cost will be made each year. Employees receiving a ~~bonus~~ payment who terminate employment with the District in less than one (1) calendar year shall have deducted from final salary payments a pro-rata portion of the bonus.

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

(2) All Employees newly enrolled in a District paid individual or family medical plan shall contribute twenty-five percent (25%) of the total cost of the plan for the first twelve (12) months of their membership.

H. Prescription Deductible

Effective September 1, 1999 the \$5.00 prescription deductible will not be subject to reimbursement under the major medical provisions of Blue Cross/Blue Shield, except for all retirees, current and future. Retirees are excluded from this change in major medical reimbursement procedure.

§2. Life Insurance:

Each year during the term of this Agreement, the Board shall provide life insurance coverage for all full-time Employees in the amount of Fifty Thousand Dollars (\$50,000).

Individual Employees may increase their individual life insurance coverage at their own expense through the group contract.

§3. Dental Insurance:

The District shall pay 100% of the premium for dental insurance for each Employee subject to such terms and conditions acceptable to the District that the insuring entity may establish. The District will provide Delta Dental Basic Plan A, or an equivalent plan, during the duration of this Agreement.

The District and the Association shall explore the possibility of a mutually agreeable change in dental insurance carrier to become effective in the second year (1986-87) of the Agreement.

Effective September 1, 1989, the District will pay 100% of the premium for a family dental insurance plan for Employees electing such coverage.

Effective September 1, 1990, the District will pay 100% of the premium for a Periodontic Rider for members of the bargaining unit and their dependents.

Effective September 1, 2011, the plan shall include a yearly maximum of two thousand (\$2000) dollars. The plan shall also cover orthodontics, braces, and bridge work.

§4. Prescription Drug and Vision Insurance:

The District shall pay 100% of the premium for prescription drug and vision insurance plans for each Employee and their dependents.

Effective July 1, 2005 a \$0.00 co-pay provision for each generic drug prescription filled and a \$15.00 co-pay provision for a thirty (30) day supply for each name brand drug prescription filled will be added to the prescription drug plan.

Effective September 1, 1999 the prescription plan will be transferred from Blue Cross/Blue Shield to the PSEA Health and Welfare Fund. At the expiration of this agreement, the District shall have a one-time option of maintaining the Prescription Drug Program with the PSEA Health and Welfare Fund or transferring the program back to Blue Cross/Blue Shield. Should the District exercise this option the Blue Cross/Blue Shield prescription program to be offered to bargaining unit members must be at least equal or superior to the program in effect during the 1998 -1999 school year without reduction of any benefit or provision. Effective July 1, 2008 the prescription plan will be transferred from the PSEA Health and Welfare Fund to an identical District self funded plan with Blue Cross providing the Administrative Services. This plan shall be identical to the PSEA Health and Welfare Plan as of December 2007, noted in appendix 1. Diabetic Testing Materials shall be covered. Any subsequent change of insurance carrier may only be effected by mutual agreement of the parties. Effective September 1, 1999 the District will no longer provide prescription coverage under the Blue Cross/Blue Shield Major Medical Health Insurance, except for retirees as described above in Section H.

§5. Disability Insurance

The District shall provide a long-term disability plan for each employee. The benefit would begin after the employee has been unable to perform his/her duties for 30 consecutive days. The long-term disability plan will provide for 100% of the employee's salary until the employee would normally qualify for social security.

ARTICLE XXXI

SALARY

§1. Professional Employees of the District shall be paid in accordance with the Schedules hereto attached, made a part hereof, and marked Exhibits A-1, A-2, and A-3, for a full One Hundred Eighty-Six (186) day contract as provided for in Article XII. Step placement on said schedules shall be as set forth in the step placement chart attached to this Agreement as Exhibit A.

§2. Permanent substitutes who are retained for a subsequent year will advance one (1) step on the salary scale for each year of service to the District.

§3. Mentor teachers shall receive a payment annually for each contract year in which they satisfactorily perform induction duties required, ~~as follows:~~ **in the amount of two thousand five hundred dollars (\$2500.00).**

2008-09	————	\$1,000
2009-10	————	\$1,100
+	————	\$1,200

Effective September 1, 1994, payment shall be made in two (2) equal 50% in the first January pay and 50% in the last June pay.

§4. **Summer Pay:** A maximum of five percent (5%) of the professional employees per year will receive a lump sum payment upon request. This check shall be received along with the final check of June. If more than five percent (5%) of the professional employees apply for summer pay any year, the first five percent (5%), in order of date of application received, will be granted.

ARTICLE XXXII

EXTRA PAY - EXTRA DUTY

§1. The District has a policy to provide for additional compensation for certain activities outside usual professional assignments. This policy is reviewed annually and when adopted by the District shall be considered an integral part of this contract for the applicable year. Extra pay-extra duty units will not be lowered during the duration of this Agreement without agreement of the committee and the individual involved. No extra pay-extra duty job shall be discontinued nor shall any change in personnel chosen to perform such duty become effective in any such year until after written notice has been given to the individuals concerned. All changes made during any term of this Agreement shall be subject to the "Meet and Discuss" provisions of Article XXXIX of this Agreement. Compensation for coaching and non-coaching activities shall be increased as follows:

2008-09	3.8%
2009-10	3.8%
2010-11	3.8%

Will increase by the same percentage each year as salary increase.

§2. When the regular season is extended for interscholastic competition, Coaches shall receive additional compensation in accordance with the following plan:

- A. For any participation in interscholastic competition that is post season – post season shall be defined as any competition beyond the scope of the regular season contests where a team must qualify to compete.
- B. Cheerleading Advisors, Band Directors and Assistant Band Directors:

	2002-2008	<u>2011-2016</u>
Coaches and Athletic Trainers	\$250	<u>\$500</u>
Assistant Coaches and Category B	\$150	<u>\$300</u>

ARTICLE XXXIII

MISCELLANEOUS SALARY PROVISIONS

§1. The basic salary of a guidance counselor shall be the same as for a teacher with the exception that they shall be paid on a per diem basis for each additional day worked after the conclusion of the school term and this per diem shall be based upon the salary established for the next school year.

§2. Any professional Employee who has rendered service to the District for a total of twenty-five (25) years and who desires to retire at the termination of the next year of service shall, upon giving notice of such retirement on or before the first day of May of the preceding school year, be paid the sum of ~~Five Hundred Dollars (\$500.00)~~ **One Thousand Dollars (\$1000.00)** in addition to the salary otherwise payable to that Employee under the terms of Exhibit "A", provided that such an Employee does in fact retire during the succeeding school year. Employees may be permitted to rescind their decision to retire only by notifying the Superintendent of such decision prior to April 1st of the intended year of retirement. Payment made pursuant to this Article shall be deducted from the remaining salary payments of an Employee who rescinds his or her decision to retire.

§3. A department chairperson shall receive **Two Thousand Five Hundred Dollars (\$2500.00) for his/her first year as serving as a department chairperson.** ~~The following increase to his/her current department chairperson stipend:~~ **A department chairperson shall have his/her amount increase from the prior year by (same rate as salary schedule) each year they serve as department chairperson.**

September 1, 2008	3.8%
September 1, 2009	3.8%
September 1, 2010	3.8%

§4. All newly hired bargaining unit members in their first full year of employment with the District shall receive a bonus payment, which shall not become part of base salary, in an amount equal to Twenty-Five Percent (25%) of the medical insurance cost for the plan for which they are eligible. This bonus payment will be rounded to the nearest Five Dollars (\$5.00) and will be a one-time payment, not renewable in a subsequent year of employment.

§5. Early Retirement Incentive:

Effective September 1, 1981, all professional Employees who retire at age 61, but not later than the beginning of the school year when they will become sixty-two (62) years of age will receive an early retirement payment of One Thousand Five Hundred Dollars (\$1,500) provided that they must meet all of the following prerequisites and conditions:

A. Conditions:

- (1) The professional Employee must have attained the age of fifty-five (55) and have twenty-five (25) or more years of credited teaching service.
- (2) To be eligible for this benefit, the professional Employee must retire no later than the beginning of the school year (September 1) in which the Employee will reach his/her 62nd birthday.
- (3) Written notice of retirement must be given to the Superintendent no later than six (6) full calendar months prior to the date of retirement.
- (4) The retirement must be absolutely voluntary on the Employee's part.
- (5) This amount shall not be considered as part of the annual salary in the year of retirement for purposes of computing retirement benefits.
- (6) This retirement benefit shall not apply to retirees who receive disability retirement benefits.
- (7) The retiree shall actually retire from the Pennsylvania Public School Retirement System on the designated date of retirement. (Retirement shall be defined in terms prescribed by the Pennsylvania Public School Retirement System.)

B. Additional Benefits:

- (1) Effective December 20, 2007, Employees retiring between 55 and 60 years of age who have twenty-five (25) or more years of credited teaching service will receive, under the same prerequisites and conditions stated in A. (3), (4), (5), (6), (7) above, payment of Blue Cross/Blue Shield premiums for either single person or husband and wife coverage from the time of retirement until age 65 under the same prerequisites and conditions stated in A. (3), (4), (6), (7) above and B. (3) below.

Effective June 1, 1997 all retired recipients of paid health insurance coverage shall be required to apply to PSERS for any subsidy available to them for their use in paying premiums for health insurance and in cases where the District is making payments on retiree's behalf, said retiree shall remit any sums received from PSERS for health insurance premiums to the District in order to reduce payments by the District. The sum is currently Fifty-five Dollars (\$55) per month. In the event the amount

reimbursable from PSERS is increased, decreased or rescinded, the required contribution shall increase, decrease or be rescinded in accordance with the change(s) effectuated.

The herein described method of direct monthly co-payment to the District by the retiree shall cease when and if PSERS changes their by-laws whereby this payment will be made directly to the health insurance carrier or the District. In the event that PSERS or Blue Cross/Blue Shield, the health insurance carrier, denies approval for the method of direct payment to the District or health insurance carrier, the retiree will continue to receive this payment directly. Said retiree shall continue to remit to the District any such reimbursement sum received from PSERS.

- (2) Effective December 20, 2007, Employees retiring between 52 and 54 years of age who have thirty (30) or more years of credited teaching service will receive, under the same prerequisites and conditions stated in A. (3), (4), (5), (6), (7) above, payment of Blue Cross/Blue Shield premiums for either single person or husband and wife coverage from the time of retirement until age 65 under the same prerequisites and conditions stated in A. (3), (4), (6), (7) above and B. (3) below.
- (3) Premium payments for Employees selecting the Blue Cross/Blue Shield option under (1) or (2) above shall cease should the following occur:
 - (a) The retired Employee applies for and receives Social Security benefits.
 - (b) The retired Employee assumes other employment and is entitled to similar coverage thereunder.
 - (c) If the retired Employee dies, single person premium payments by the District shall continue until the surviving spouse dies, remarries, applies for and receives Social Security benefits or the retired Employee would have reached age 65.

If Section 5. Early Retirement Incentive is declared unlawful by a court, the parties will, within thirty (30) days, negotiate language which reflects the current language. If the parties cannot agree, they will submit to binding interest arbitration. The arbitrator shall pick the proposal which most closely reflects the current agreement.

ARTICLE XXXV

SEVERANCE PAY

§1 When a professional Employee becomes eligible for benefits under the Pennsylvania Retirement System and applies for same, the Board will reimburse the Employee ~~Twenty Percent (20%)~~ **Fifty Percent (50%)** of one one hundred eighty-sixth (1/186th) of the professional Employee's salary as required by the then current salary schedule for every unused sick day, ~~up to a maximum of Twelve Percent (12%) of the professional Employee's then current salary as determined by the schedule.~~ Upon the death of said Employee, this benefit shall be paid to the Employee's beneficiary as designated on the Retirement System records.

§2 **403b Plan**

The District and the Association agree the monies paid to employees eligible for the retirement incentive and the monies paid to the employees eligible for reimbursement for unused sick days shall be deposited into a 403(b) tax sheltered annuity account established by the eligible employee. The 403(b) account must be established prior to the employee's separation from service. Failure to establish the account shall result in the employee forfeiting the benefit.

The District contribution into the 403(b) tax sheltered account shall be in an amount equal to any and all monies due to the eligible employee at the time of retirement. No cash option will be available.

All contributions are limited to the employee's IRS limits. If there are excessive contributions, those contributions will be made to the eligible employee's account in the next subsequent year up to the IRS limit.

All District contributions into 403(b) accounts under this Agreement shall be deposited into the qualified 403(b) account established for each eligible employee with the PSEA endorsed vendor, who shall be responsible for administering such programs.

ARTICLE XXXVI

REIMBURSEMENT FOR GRADUATE CREDIT

§1. The District shall pay the total tuition cost per credit up to the amount listed below for each college or graduate credit at an accredited college or university upon satisfactory completion of such courses: (costs shall not include books, transportation or supplies). **Effective September 1, 2011, the District shall reimburse for IU credits or courses as specified below.**

Tuition Reimbursement per credit:

2002-03 - \$200
2003-04 - \$200
2004-05 - \$250

Effective September 1, 2005 the District will pay the total tuition cost per credit up to an amount equal to the average tuition rate between East Stroudsburg University and Penn State University (Main Campus – all other programs). The rate will be calculated each year using the Fall Semester graduate tuition rate from each university.

In order to qualify for the above reimbursement, the following shall first be met:

A. Maximum reimbursement for each individual teacher will be limited to twelve (12) credits in any one (1) year and will also be limited to thirty-six (36) credits total lifetime reimbursement by the Abington Heights School District. In addition to the above lifetime reimbursement cap, the Abington Heights School District shall reimburse each individual teacher for a maximum of six (6) graduate credits at the above rate in any one contract year providing such credits are pre-approved by the Superintendent (or his/her designee) and are reasonably related to the teacher's area of certification or related to courses which would assist the teacher in the general understanding of current trends in methodology, in understanding of student behavior or be a required elective in an approved graduate degree program. Such approval shall not be unreasonably withheld. Excess credits in any one year may not be carried over to a subsequent year for reimbursement.

B. If the course is in the teacher's subject area, pre-approval by the Superintendent is not necessary but the teacher must notify the Superintendent on forms to be supplied before the course is begun.

C. If the course is not in the teacher's subject area, pre-approval by the Superintendent is necessary before the course is begun. If the Association proves to an arbitrator that the Superintendent or his designee acted in an arbitrary or capricious manner, then the arbitrator shall have the authority to reverse the decision.

D. Reimbursement for credits cannot be duplicated.

E. Reimbursement shall be made after submission of an official transcript or any reasonable documentary evidence and continuity of service is assured to the end of the school year.

F. No reimbursement shall be made for pre-employment credits.

G. No reimbursement will be made for video, TV or correspondence courses or for any course which travel is a component except for educational travel such as total immersion foreign language coursework.

~~H. — This benefit shall not be available for teachers who are in their first year of employment in the Abington Heights School District.~~

~~I. Effective 2004-05 school year, a maximum of six (6) credits may be from on-line courses, provided they are part of a Master's program. If the Master's program is completed, six (6) additional on-line credits may be taken as part of another Master's program.~~

H. Effective September 1, 2011 credits from on-line courses shall qualify for reimbursement consistent with the amount specified in this Article.

The salary schedule shall increase each year by 5% of payroll calculated from the previous year. This amount shall be added to salary schedule for the following year.

ARTICLE XLIX

DURATION

The terms of this Agreement shall begin on ~~September 1, 2008~~ September 1, 2011 except as otherwise expressly provided in this Agreement, and continue in force and effect through ~~August 31, 2011~~ August 31, 2016 and thereafter from year to year, provided that, if either party to this Agreement desires to terminate or amend this contract, they shall give written notice to the other party within the time limits established by the Pennsylvania Public Employee Relations Act.

NOW, THEREFORE, this Agreement having been duly ratified by the Abington Heights Education Association and adopted by official action of the Abington Heights Board of School Directors and in consideration of the mutual covenants and promises contained herein, shall constitute the Agreement between the Association and the Board for the period ~~September 1, 2008 through August 31, 2011~~ September 1, 2011 through August 31, 2016

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed
this _____ day of _____, 2008

2011 in Clarks Summit, Pennsylvania.

ABINGTON HEIGHTS
EDUCATION ASSOCIATION

ABINGTON HEIGHTS
SCHOOL DISTRICT
