BEAVER AREA SCHOOL DISTRICT

BEAVER, PENNSYLVANIA



COLLECTIVE BARGAINING AGREEMENT

between the

BEAVER AREA SCHOOL BOARD

and the

BEAVER AREA EDUCATION ASSOCIATION

Effective **JULY 1, 2007** *to* **JUNE 30, 2012**

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INTRODUCTION

It shall be the purpose of this Agreement to promote orderly and constructive relationships between the Board of School Directors (hereinafter the “Board”) and the professional employees. Both parties agree that the fundamental consideration of teachers, administrators, and board members must be the educational welfare of children and the rights and interest of the public to be served. To this end, and predicated upon their common interest, the parties hereto will seek to resolve differences, seek harmonious relations, and promote the educational enterprise.

I. RECOGNITION

The Board hereby recognizes the Beaver Area Education Association (hereinafter the "BAEA") as the exclusive bargaining representative for the regularly employed teachers, librarians, nurses, counselors and learning advisors of the Beaver Area School District (hereinafter the "District") under the conditions and limitations of Pennsylvania Law, Act 195 and Act 88, providing for collective bargaining for public employees.

II. SCOPE OF THE AGREEMENT

As defined and required by Act 195 and Act 88, collective bargaining is the performance of the mutual obligation of the public employer and the representative of the public employees to meet at reasonable times and confer in good faith with respect to wages, hours, and other terms and conditions of employment.

It is understood that the Board shall not be required to bargain over matters of inherent managerial policy and that, except as provided otherwise in this Agreement, the determination and administration of school policy, the operation of the schools, and the direction of employees are vested in the Board and administrative personnel when representing the Board.

Nothing contained in the Agreement shall limit the right of the Board to hire employees, assign employees, direct employees, transfer employees, suspend employees, furlough employees, discharge employees, or issue written reprimands to employees for reasonable causes consistent with the efficient operation of the school district and its programs, and in compliance with existing legislation, and related provisions of this Agreement.

III. MEET AND DISCUSS

It is understood and agreed that the Board and/or administrative personnel representing the Board shall "meet and discuss" on policy matters affecting wages, hours, and terms and conditions of employment, as well as the impact thereon, upon request by the public employee representatives.

"Meet and Discuss" shall be defined as the obligation of the public employer upon request to meet at reasonable times and discuss recommendations submitted by representatives of public employees, provided that any decisions or determinations on matters so discussed shall remain with the public employer and be deemed final on any issue or issues raised.

IV. CONTRACT SERVICES

The contract years under this Agreement shall provide for 188 professional service (181 teaching and 7 in-service) days. One full day of professional service prior to the start of classes in the fall and one-half of a full day of professional service after the students are dismissed for the summer will be devoted entirely to room preparation and clerical work. For the 2007-2008 school year, teachers shall work a total of 180 teaching days with no reduction in compensation.

The Middle School/High School guidance counselors' contract year shall be extended as follows: Four (4) days immediately prior to the beginning of school at per diem rate; Four (4) days immediately following the close of school at per diem rate; Seventeen (17) other days at the instructional rate, which days will be agreed to by the counselor and principal. The Guidance Counselors shall submit their requests for specific days off prior to June 1 of each year.

V. SALARY DISTRIBUTION

Employees' annual salaries are on the following schedules and are in direct relation to their years of service and academic preparation, with the following provisos:

(A) **In Field Emphasis**. A minimum of 60% of graduate credits beyond the Master's degree must be related to at least one of the following:

(1) Current academic field of teaching assignment;
(2) Any area of state certification held by the teacher;
(3) Any special area of study as endorsed by administration and approved by the Board;
(4) Any area of certification approved by the Superintendent. Such approval for a given employee does not indicate similar approval of the area of certification for all employees.

(B) Any approved graduate credits, completed at an accredited college or university, beyond the earned Master's degree, for which a collegiate grade of "C" or better has been awarded, and which may have been approved for tuition reimbursement, and further subject to the above 60% requirement for "In Field Emphasis," will subsequently be accepted for salary purposes provided such credits were completed and the Superintendent's office notified prior to September 1.

(C) The District will provide professional development courses which will be utilized to "credit" professionals for continuing education on a university equivalent course basis. One course will be offered each semester and one each summer. These approved credited hours will apply to those employees with 45 credits or more beyond a Master's (or Master's Equivalence) degree and may be the only credits those professionals can use to move to the Master's +60/Doctorate salary column. There will be no tuition charge or reimbursement made for these courses. These courses, on a course-by-course basis, will be offered to other professional employees for Master's-plus column movement at the discretion of the Superintendent and if space is available.

(D) No Master's Equivalences will be recognized for employees hired after April 4, 1997. All currently recognized Master's Equivalences will continue to be honored for salary purposes.

(E) In exceptional cases, in order to secure or maintain outstanding teaching talent or to employ National Board Certified Teachers, the Board reserves the right to exceed salaries as stated in the basic distribution. Any teacher who obtains National Board Certification while employed in the District shall move two (2) columns on the salary schedule. A teacher who previously was paid at the Master's +45 or Masters +60 column of the salary schedule and obtains National Board Certification shall be compensated the equivalent of two (2) columns on the salary schedule.

(F) Salary adjustments because of any change in academic status will be made at the beginning of the academic semester following completion of all requirements. When a change is made in mid-term, the adjustment will amount to one-half of the difference between columns at the appropriate step. This adjustment will be divided and added equally to the seven remaining pay periods of that contract year.

(G) Those employees who work more than the contracted 188 days will be paid at the instructional rate as outlined in Article VI (A) for each additional day of service.

(H) Each employee will receive annually a written statement of his/her contract salary.

Schedule 2007-2008

	B	MA	M15	M30	M45	M60
1	$40,375	$41,479	$ 42,479	$ 43,479	$ 44,479	$ 45,479
2	$41,175	$42,279	$ 43,279	$ 44,279	$ 45,279	$ 46,279
3	$41,925	$43,033	$ 44,033	$ 45,033	$ 46,033	$ 47,033
4	$42,373	$43,518	$ 44,518	$ 45,518	$ 46,518	$ 47,518
5	$42,821	$43,986	$ 44,986	$ 45,986	$ 46,986	$ 47,986
6	$43,754	$44,940	$ 45,940	$ 46,940	$ 47,940	$ 48,940
7	$44,487	$45,693	$ 46,693	$ 47,693	$ 48,693	$ 49,693
8	$45,604	$46,830	$ 47,830	$ 48,830	$ 49,830	$ 50,830
9	$46,418	$47,665	$ 48,665	$ 49,665	$ 50,665	$ 51,665
10	$47,576	$48,843	$ 49,843	$ 50,843	$ 51,843	$ 52,843
11	$48,867	$50,155	$ 51,155	$ 52,155	$ 53,155	$ 54,155
12	$49,763	$51,071	$ 52,071	$ 53,071	$ 54,071	$ 55,071
13	$51,552	$52,880	$ 53,880	$ 54,880	$ 55,880	$ 56,880
14	$53,798	$55,167	$ 56,167	$ 57,167	$ 58,167	$ 59,167
15	$54,755	$56,165	$ 57,165	$ 58,165	$ 59,165	$ 60,165
16	$56,149	$57,599	$ 58,599	$ 59,599	$ 60,599	$ 61,599
17	$57,106	$58,597	$ 59,597	$ 60,597	$ 61,597	$ 62,597
18	$64,624	$66,249	$ 67,249	$ 68,249	$ 69,249	$ 70,249
18a	$64,624	$66,249	$ 67,249	$ 68,249	$ 69,249	$ 70,249

Schedule 2008-2009

	B	MA	M15	M30	M45	M60
1	$ 41,410	$ 42,725	$ 43,725	$ 44,725	$ 45,725	$ 46,725
2	$ 42,260	$ 43,575	$ 44,575	$ 45,575	$ 46,575	$ 47,575
3	$ 43,110	$ 44,425	$ 45,425	$ 46,425	$ 47,425	$ 48,425
4	$ 44,067	$ 45,385	$ 46,385	$ 47,385	$ 48,385	$ 49,385
5	$ 44,409	$ 45,755	$ 46,755	$ 47,755	$ 48,755	$ 49,755
6	$ 44,752	$ 46,113	$ 47,113	$ 48,113	$ 49,113	$ 50,113
7	$ 45,849	$ 47,226	$ 48,226	$ 49,226	$ 50,226	$ 51,226
8	$ 46,410	$ 47,802	$ 48,802	$ 49,802	$ 50,802	$ 51,802
9	$ 47,647	$ 49,055	$ 50,055	$ 51,055	$ 52,055	$ 53,055
10	$ 48,270	$ 49,693	$ 50,693	$ 51,693	$ 52,693	$ 53,693
11	$ 49,538	$ 50,977	$ 51,977	$ 52,977	$ 53,977	$ 54,977
12	$ 51,079	$ 52,534	$ 53,534	$ 54,534	$ 55,534	$ 56,534
13	$ 51,764	$ 53,235	$ 54,235	$ 55,235	$ 56,235	$ 57,235
14	$ 54,239	$ 55,725	$ 56,725	$ 57,725	$ 58,725	$ 59,725
15	$ 57,616	$ 59,134	$ 60,134	$ 61,134	$ 62,134	$ 63,134
16	$ 58,348	$ 59,897	$ 60,897	$ 61,897	$ 62,897	$ 63,897
17	$ 59,967	$ 61,547	$ 62,547	$ 63,547	$ 64,547	$ 65,547
18	$ 60,699	$ 62,310	$ 63,310	$ 64,310	$ 65,310	$ 66,310
18a	$ 66,450	$ 68,163	$ 69,163	$ 70,163	$ 71,163	$ 72,163
18b	$ 66,450	$ 68,163	$ 69,163	$ 70,163	$ 71,163	$ 72,163

Schedule 2009-2010

	B	MA	M15	M30	M45	M60
1	$ 42,427	$ 43,961	$ 44,961	$ 45,961	$ 46,961	$ 47,961
2	$ 43,327	$ 44,861	$ 45,861	$ 46,861	$ 47,861	$ 48,861
3	$ 44,227	$ 45,761	$ 46,761	$ 47,761	$ 48,761	$ 49,761
4	$ 45,127	$ 46,661	$ 47,661	$ 48,661	$ 49,661	$ 50,661
5	$ 46,299	$ 47,836	$ 48,836	$ 49,836	$ 50,836	$ 51,836
6	$ 46,532	$ 48,088	$ 49,088	$ 50,088	$ 51,088	$ 52,088
7	$ 46,765	$ 48,331	$ 49,331	$ 50,331	$ 51,331	$ 52,331
8	$ 48,032	$ 46,609	$ 47,609	$ 48,609	$ 49,609	$ 50,609
9	$ 48,413	$ 50,001	$ 51,001	$ 52,001	$ 53,001	$ 54,001
10	$ 49,776	$ 51,374	$ 52,374	$ 53,374	$ 54,374	$ 55,374
11	$ 50,199	$ 51,808	$ 52,808	$ 53,808	$ 54,808	$ 55,808
12	$ 51,583	$ 53,202	$ 54,202	$ 55,202	$ 56,202	$ 57,202
13	$ 53,384	$ 55,014	$ 56,014	$ 57,014	$ 58,014	$ 59,014
14	$ 53,850	$ 55,490	$ 56,490	$ 57,490	$ 58,490	$ 59,490
15	$ 57,039	$ 58,690	$ 59,690	$ 60,690	$ 61,690	$ 62,690
16	$ 61,596	$ 63,268	$ 64,268	$ 65,268	$ 66,268	$ 67,268
17	$ 62,093	$ 63,786	$ 64,786	$ 65,786	$ 66,786	$ 67,786
18	$ 63,947	$ 65,662	$ 66,662	$ 67,662	$ 68,662	$ 69,662
18a	$ 64,445	$ 66,180	$ 67,180	$ 68,180	$ 69,180	$ 70,180
18b	$ 68,353	$ 70,158	$ 71,158	$ 72,158	$ 73,158	$ 74,158
18c	$ 68,353	$ 70,158	$ 71,158	$ 72,158	$ 73,158	$ 74,158

Schedule 2010-2011

	B	MA	M15	M30	M45	M60
1	$ 43,424	$ 45,187	$ 46,187	$ 47,187	$ 48,187	$ 49,187
2	$ 44,374	$ 46,137	$ 47,137	$ 48,137	$ 49,137	$ 50,137
3	$ 45,324	$ 47,087	$ 48,087	$ 49,087	$ 50,087	$ 51,087
4	$ 46,274	$ 48,037	$ 49,037	$ 50,037	$ 51,037	$ 52,037
5	$ 47,224	$ 48,987	$ 49,987	$ 50,987	$ 51,987	$ 52,987
6	$ 48,620	$ 50,384	$ 51,384	$ 52,384	$ 53,384	$ 54,384
7	$ 48,739	$ 50,512	$ 51,512	$ 52,512	$ 53,512	$ 54,512
8	$ 48,858	$ 50,636	$ 51,636	$ 52,636	$ 53,636	$ 54,636
9	$ 50,302	$ 52,086	$ 53,086	$ 54,086	$ 55,086	$ 56,086
10	$ 50,496	$ 52,286	$ 53,286	$ 54,286	$ 55,286	$ 56,286
11	$ 51,989	$ 53,784	$ 54,784	$ 55,784	$ 56,784	$ 57,784
12	$ 52,205	$ 54,006	$ 55,006	$ 56,006	$ 57,006	$ 58,006
13	$ 53,709	$ 55,515	$ 56,515	$ 57,515	$ 58,515	$ 59,515
14	$ 55,781	$ 57,592	$ 58,592	$ 59,592	$ 60,592	$ 61,592
15	$ 56,018	$ 57,835	$ 58,835	$ 59,835	$ 60,835	$ 61,835
16	$ 59,950	$ 61,772	$ 62,772	$ 63,772	$ 64,772	$ 65,772
17	$ 65,733	$ 67,566	$ 68,566	$ 69,566	$ 70,566	$ 71,566
18	$ 65,987	$ 67,830	$ 68,830	$ 69,830	$ 70,830	$ 71,830
18a	$ 68,085	$ 69,939	$ 70,939	$ 71,939	$ 72,939	$ 73,939
18b	$ 68,339	$ 70,204	$ 71,204	$ 72,204	$ 73,204	$ 74,204
18c	$ 70,331	$ 72,232	$ 73,232	$ 74,232	$ 75,232	$ 76,232
18d	$ 70,331	$ 72,232	$ 73,232	$ 74,232	$ 75,232	$ 76,232

Schedule 2011-2012

	B	MA	M15	M30	M45	M60
1	$ 44,882	$ 46,882	$ 47,882	$ 48,882	$ 49,882	$ 50,882
2	$ 45,787	$ 47,787	$ 48,787	$ 49,787	$ 50,787	$ 51,787
3	$ 46,692	$ 48,692	$ 49,692	$ 50,692	$ 51,692	$ 52,692
4	$ 47,596	$ 49,596	$ 50,596	$ 51,596	$ 52,596	$ 53,596
5	$ 48,501	$ 50,501	$ 51,501	$ 52,501	$ 53,501	$ 54,501
6	$ 49,406	$ 51,406	$ 52,406	$ 53,406	$ 54,406	$ 55,406
7	$ 51,035	$ 53,035	$ 54,035	$ 55,035	$ 56,035	$ 57,035
8	$ 52,664	$ 54,664	$ 55,664	$ 56,664	$ 57,664	$ 58,664
9	$ 54,293	$ 56,293	$ 57,293	$ 58,293	$ 59,293	$ 60,293
10	$ 55,921	$ 57,921	$ 58,921	$ 59,921	$ 60,921	$ 61,921
11	$ 58,274	$ 60,274	$ 61,274	$ 62,274	$ 63,274	$ 64,274
12	$ 60,627	$ 62,627	$ 63,627	$ 64,627	$ 65,627	$ 66,627
13	$ 62,979	$ 64,979	$ 65,979	$ 66,979	$ 67,979	$ 68,979
14	$ 65,332	$ 67,332	$ 68,332	$ 69,332	$ 70,332	$ 71,332
15	$ 67,685	$ 69,685	$ 70,685	$ 71,685	$ 72,685	$ 73,685
16	$ 70,037	$ 72,037	$ 73,037	$ 74,037	$ 75,037	$ 76,037
17	$ 72,390	$ 74,390	$ 75,390	$ 76,390	$ 77,390	$ 78,390

The following chart displays the movement of employees by step over the life of the contract.

PROGRESSION CHART--READ LEFT TO RIGHT ONLY											
2006-2007		2007-2008		2008-2009		2009-2010		2010-2011		2011-2012	
Step		Step		Step		Step		Step		Step	
										1	
								1	▶	2	
						1	▶	2	▶	3	
				1	▶	2	▶	3	▶	4	
		1	▶	2	▶	3	▶	4	▶	5	
1	▶	2	▶	3	▶	4	▶	5	▶	6	
2	▶	3	▶	4	▶	5	▶	6	▶	7	
3	▶	4	▶	5	▶	6	▶	7	▶	7	
4	▶	5	▶	6	▶	7	▶	8	▶	7	
5	▶	6	▶	7	▶	8	▶	9	▶	8	
6	▶	7	▶	8	▶	9	▶	10	▶	8	
7	▶	8	▶	9	▶	10	▶	11	▶	9	
8	▶	9	▶	10	▶	11	▶	12	▶	9	
9	▶	10	▶	11	▶	12	▶	13	▶	10	
10	▶	11	▶	12	▶	13	▶	14	▶	11	
11	▶	12	▶	13	▶	14	▶	15	▶	11	
12	▶	13	▶	14	▶	15	▶	16	▶	13	
13	▶	14	▶	15	▶	16	▶	17	▶	16	
14	▶	15	▶	16	▶	17	▶	18	▶	16	
15	▶	16	▶	17	▶	18	▶	18a	▶	17	
16	▶	17	▶	18	▶	18a	▶	18b	▶	17	
17	▶	18	▶	18a	▶	18b	▶	18c	▶	17	
18	▶	18	▶	18a	▶	18b	▶	18c	▶	17	

VI. EXTRA SERVICES COMPENSATION

So those employees may avail themselves of opportunities for compensable extra services sponsored by the District, the administration will issue general announcements concerning these activities when appropriate. The District will compensate extra services as follows:

(A) The rate for instructional activities, as identified by the Board, shall be the Base Rate times the factor 0.88 per hour.

(B) The rate for those bargaining unit members identified on Appendix “A” who are currently performing recreational and athletic extra services shall be as set forth on Appendix “A”. In addition, the Board shall pay the event rate listed on Appendix “B” for those positions when such position is filled by a bargaining unit member not otherwise listed on Appendix “A”. Nothing herein shall be interpreted as preventing the Board from employing non-bargaining unit members or volunteers for such positions at any time.

(C) Any employee who participates in a workshop or seminar required or requested by the District, or who performs special irregular services requested by the district during the summer months will, at the discretion of the Board, be given credit, day for day, against the contracted in-service days during the school term, or will be paid at a daily rate of Base Rate times the Factor 4.0.

(D) Salaried Extra-Curricular Activities such as club and class sponsors, department chairs, and coaches will be compensated as follows:

The remuneration of employees who continue in their present salaried extra-curricular assignments will be increased annually by two percent (2%).

(1) When a new extra-curricular position is created, or any position becomes vacant by reason of retirement or resignation of the present employee, the minimum salary for that position shall be established by the Board, and additional compensation above the minimum will be based on seniority and post-season performance.

(2) A current listing of the positions and salaries shall be available from the Superintendent's office on request.

		2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
a.	Base Rate:	$ 38.34	$ 38.34	$ 38.34	$ 38.34	$ 38.34
b.	Instructional Rate: (Base x .88)	$ 33.74	$ 33.74	$ 33.74	$ 33.74	$ 33.74
c.	In-Service Rate (Hourly: Base x 4/7.5)	$ 20.45	$ 20.45	$ 20.45	$ 20.45	$ 20.45
	(Daily: Base x 4)	$ 153.36	$ 153.36	$ 153.36	$ 153.36	$ 153.36

(E) Individualized Educational Programs (IEP's)

(1) IEP's for students who receive instructional support will continue to be written only by certified special education teachers on released time as currently done, without any extra monetary compensation.

VII. ADDITIONAL EMPLOYEE BENEFITS

(A) **Health Insurance**. Upon request the District shall pay for 100% of the premium cost less any negotiated premium sharing for individual employee and dependent coverage for HighMark PPO Blue Plan as attached or a type of medical insurance that provides equal benefits. To avoid needless duplication, the District reserves the right to reduce or eliminate medical insurance coverage for employees already covered under this or another health insurance plan of substantially the same type when duplicate benefits to the employee will not be provided. Employees will share in the payment of premium for the above Health Insurance as follows:

2007-2008 – No premium sharing.
2008-2009 – Bargaining Unit Members pay 1% of the actual premium cost.
2009-2010 -- Bargaining Unit Members pay 1% of the actual premium cost.
2010-2011 – Bargaining Unit Members pay 2% of the actual premium cost.
2011-2012 – Bargaining Unit Members pay 2% of the actual premium cost.

The parties agree that the benefits and/or payments herein may or may not be sheltered from some or all taxes. The parties further agree that said benefits and/or payments shall be sheltered to the degree allowable by law and changes in the law may require changes in the treatment of these benefits.

Bargaining Unit Members shall have the option to select a cash payment equal to 75% of the annual premium for the District-provided individual health care plan in exchange for waiving the health care insurance provided by the District. The payment shall be made in twenty-four (24) equal installments. Members may elect this waiver or District provided health care during each annual enrollment period or immediately following a life-changing event.

Employees may elect to purchase HighMark, Blue Cross/Blue Shield Traditional Indemnity Plan (TIP) insurance coverage by paying for the difference between POS and the TIP through a monthly payroll deduction. The TIP coverage shall specify $1 million major medical insurance coverage for individual employees and for dependents. Changing from either plan to the other shall be limited to once annually.

Medical insurance plans or carriers of equal benefits to the above-mentioned plans shall be determined as follows.

(1) Carriers capable of providing equal medical insurance plans must be approved by either the Beaver County Labor/Management Health Care Consortium or by a joint committee composed of three members of the bargaining unit and three representatives of the Board. If the equality of a carrier cannot be mutually agreed to, the decision of a neutral third party shall be binding.

(2) The neutral third party shall be composed of three adult tax paying residents of the District. Said residents may not be teachers employed in any school district, administrators of the District, members of the board of directors of the District, or the immediate family of any such teacher, administrator or director. The BAEA shall select one resident, the District shall select one resident, and the two residents so selected shall select a third. The third resident so selected shall, in addition to the other requirements set forth herein, shall be an insurance consultant who is licensed by the Commonwealth of Pennsylvania as a health insurance agent, and who is not a broker for the carriers selected by the joint committee.

(3) The joint committee of the Association and the Board shall begin their selection of carriers by having obtained competitive quotations no later than 90 days before the expiration of existing contracts and shall complete their choice of eligible carriers no later than 60 days hence, including the actions of the neutral third party, if necessary.

(4) Any costs incurred as a result of the function of the neutral third party shall be borne equally by the District and the BAEA.

(B) **Life Insurance.** The District shall provide term life insurance to each member of the bargaining unit in the amounts that follow:

2007-2008 -- $57,000
2008-2009 -- $59.000
2009-2010 -- $61,000
2010-2011 -- $63,000
2011-2012 -- $65,000

(C) **Workmen's Compensation and Liability Insurance**. In compliance with State law, the District shall carry the stipulated insurance covering employees against injury and occupational disease, which might result from their employment.

(D) **Employers Non-Ownership Liability Insurance**. The District shall provide supplementary liability insurance to protect the school district in the event that a board member, employee, student or other person is involved in an accident while driving a car on authorized school business. It is understood that the District is the insured under this policy. Protection to the full limits and provisions of the policy is extended to cover employees or others driving on authorized school district business provided that "agency" for the school district can be clearly established, the party has inadequate insurance and a claim has been developed against the school district. It shall be understood that this policy is supplementary to the primary insurance carried by the individual.

(E) **Dental Insurance**. Upon request, the District shall pay 100% of the cost for dental insurance equivalent to the coverage of 1995-96 package, as administered by Delta Dental, for the employee and his/her family at no cost to the employee for the term of this Agreement. The maximum benefit per person in the plan per year is $1,350.

(F) **Vision Insurance**. The District shall pay 100% of the cost of family or individual coverage for The BASD Opti-Vision Plan administered by School Claims Service through National Vision Administrators as referenced in the Vision Care Brochure in effect January 2008 or a better plan.

(G) **Leaves of Absence**.

(1) Sick Leave for Personal Illness. The sick leave provisions for personal illness shall be in compliance with the School Code, Sec. 1154.

(2) Personal Leaves:

(a) Professional employees are permitted two (2) days of paid personal leave per year. Personal leave shall be taken in full-day increments.

(b) Personal leave days cannot be used during the first ten or last ten days of the school year unless otherwise approved by the Superintendent.

(c) No personal days may be taken during professional development periods, except in cases of emergency or except with the prior approval of the Superintendent.

(d) Except in the case of emergencies, personal day use requires three day advance written notice to the building principal.

(e) There is a 10% maximum limit per building per day that can be off on personal leave.

(f) Requests will be honored on a first come, first serve basis.

(g) At the end of each school year, any unused personal days shall be carried forward to the next year to accumulate to a maximum of four (4) personal days. Any unused personal days in excess of four (4) will be added to the employee's sick leave total.

(3) Bereavement Leaves.

(a) No deductions shall be made from an employee's annual salary for absences not exceeding five days because of death in the immediate family. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, husband, wife, parent-in-law, son-in-law, daughter-in-law or near relative who resides in the same house, or any person with whom the employee has made his/her home.

(b) No deductions shall be made in an employee's annual salary for the absence of up to two days due to the death of a near relative. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, brother-in-law or sister-in-law.

(4) Serious Illness in the Immediate Family.

(a) No deductions shall be made from an employee's annual salary for absence not exceeding three days during the school term due to serious illness in the immediate family. The Board may require the employee to furnish a certificate from a physician or other practitioner certifying to the nature and seriousness of the illness. Should said illness continue or another documented illness arise, Bargaining Unit Members may convert up to five (5) regular sick days to Family Illness Days.

(5) Educational Conferences and Conventions.

(a) Permission to attend conferences and conventions shall be granted on the basis of written application and Board approval.

(b) The Board will grant a leave of absence with pay to the BAEA president and/or other designated Association representative(s) to attend the PSEA House of Delegates, or other BAEA/PSEA business as approved by the BAEA Representative Council. Whenever possible, at least five (5) days prior notice shall be given to the Superintendent and to the building principal(s) affected. Such leave shall not exceed an aggregate of ten (10) teaching days per school term. The Association shall reimburse the District for the cost of any substitutes hired during such absence of its representatives, and the Board will not be responsible for any expenses incurred by Association members during such leave.

(6) Jury Duty. In order to ensure no loss of income due to jury service, employees will be compensated for any difference between the amount paid by the County and the employee's regular salary. Upon return to work, employees shall submit to the business office the form issued by the County indicating payment received.

(7) Extended Personal Illness or Disability. An employee not eligible for sabbatical leave who is temporarily incapacitated due to illness or disability to the extent that accumulated sick leave has been exhausted will be granted a leave of absence without pay or other benefit for a specific period of time not to exceed three (3) consecutive semesters, including that semester during which leave was started; provided however, that said leave shall not terminate prior to the agreed-upon date unless approved by the employer. The employer reserves the right to require medical proof, to the employer's satisfaction, of the illness or disability to the degree that regular employment is not possible. The employee on leave shall retain seniority rank within the professional staff but shall not be credited with service time for the period of leave.

A leave granted during the life of a contract shall be allowed to continue for its duration after the termination of said contract with or without continuation of this provision.

Failure of the employee to return to compensable status upon termination of the period of leave shall be construed as resignation, all employee rights shall cease, and the position shall be declared vacant.

Nothing contained in this provision shall interfere with or limit the prerogatives and authority of the employer, as specified in the School Code, to grant or extend leaves of absence.

(8) Sick Leave Bank.

(a) All members of the bargaining unit shall become members of a sick leave bank through the voluntary and irrevocable donation of one day of accumulated personal sick leave to establish a pool or bank of available sick leave in the district. Such donation and membership shall be effected by the signing of an enrollment form by each individual. Membership shall then be continuous from year to year unless the business office and the BAEA president are notified otherwise within ten (10) days of the opening of classes in any successive school year.

(b) The Bank shall be maintained and replenished in the future by subsequent one-day donations of sick leave from each member whenever the pool drops to a total of fifty (50) available days.

(c) Use of days from this bank shall be determined by a Review Committee consisting of three members: One from the bargaining agent; One from district administration, appointed by the superintendent; One appointed by the Board.

(d) Requests for use of days from this bank by members for short-term disability shall be made in writing to the Review Committee, which may grant or refuse such requests at its discretion based on flexible criteria in each individual case and to include consideration of: (a) the nature of the illness or disability; (b) the exhaustion of regular personal sick leave by applicant; (c) the severity of hardship imposed by possible loss of pay.

(e) Whenever an employee uses a day from the bank, he/she shall be paid at a rate of seventy-five (75%) percent of his/her per diem rate for each day drawn, in lieu of regular daily salary.

(9) Family Medical Leave

(a) Employees are entitled to take family medical leave as provided under the Family Medical Leave Act. Use of sick days while on Family Medical Leave will be at the option of the employee, provided the employee is using sick leave as defined under the PA School Code, Section 1154. Such leave will be consistent with applicable state and federal laws and/or rules and regulations.

(H) **Financial Reimbursements**.

(1) Reimbursement for Graduate Tuition Costs. The Board will reimburse 75% of the tuition costs of all Board pre-approved graduate credits or of pre-approved undergraduate credits leading to additional areas of state certification and costs for National Board Certification for professional employees to an annual maximum of $3,500 per employee during the 2007-2008 school year, and $4,000 per employee per school year for the remaining term of this Agreement.

Approval of undergraduate credit reimbursement will require that the employee declare the area of certification being sought and present an outline of the program being followed, attested to by a representative of the institution supervising the program.

Reimbursement shall be contingent upon proof of payment of tuition and completion of course work, with a grade of "B" or "Pass" for all credits beyond the Master's degree required.

No more than 12 credit hours will be approved for an employee during any one school term, exclusive of the summer months.

The parties agree that the date of completion and passing the course is the date that determines the year in which reimbursement applies. The parties further agree that an employee who is dismissed for any reason shall be required to pay any costs reimbursed by the District for graduate tuition during the immediate calendar year preceding dismissal.

Employees will not be eligible for tuition reimbursement for any course taken during the final semester of employment in the District.

(2) Travel Expense Reimbursement. Lodging, meals and other reasonable expenses incurred on trips relating to school business shall be paid by the school district upon presentation of properly approved expense accounts. The above policy is contingent upon approval of the trip in advance by the Board. Automobile allowance shall be paid at the current rate established by the Internal Revenue Service and will be updated as needed to stay current with the IRS. The Board may in some instances set maximum expenses to be paid by the District for any specific trip, with the excess to be assumed by the individual if he/she chooses to participate.

(3) Continuity of Service Compensation. During the final semester of employment prior to retirement, employees shall be granted salary compensation for continuity of service. The amount of this salary adjustment shall be computed at the rate of $45.00 per day for each day of unused sick leave effective July 1, 2003.

The employee will be eligible for this continuity of service compensation if:

(a) The employee's intention of retiring and a letter of resignation are submitted to the Superintendent prior to the first Board meeting in January (or September if mid-term retirement is planned). The Board may adjust the time element to its discretion.

(b) The employee is applying for and is eligible to receive either superannuation, disability, or a withdrawal allowance subject to at least 10 years of service from the Pennsylvania School Employee's Retirement System.

(c)

(i) For members enrolled in the bargaining unit on June 30, 1990: The employee's last five years of service have been in the Beaver Area School District.

(ii) For bargaining unit members hired on or after July 1, 1990: The employee shall have had to have worked at least twenty (20) years in the district to qualify for this payment.

(l) **Retirement Incentives.**

(1) **Retirement Medical Insurance**. For the 2007-2008 school year only, upon request the District shall pay for 100% of the premium cost of individual coverage for a HighMark PPO Blue Plan, or a type of medical insurance that provides for equal benefits, until the retiree reaches age 65 or qualifies for Medicare. In the event that another type of insurance or carrier is selected, as shown in VII (A) above, then all retirees and dependents participating must also elect that insurance. The employee is not eligible for this retirement benefit if he/she is covered under another equal employer medical insurance plan.

Retirees may elect to purchase HighMark Traditional Indemnity Plan (TIP) insurance coverage by paying for the difference between POS and the TIP through quarterly billing, payable in advance. The TIP coverage shall specify $1 million in Major Medical insurance for the retiree and his/her dependents. Changing from one plan to the other shall be limited to once annually.

Retirees may also purchase spousal medical coverage at the prevailing rate and plan until both retiree and spouse reach age 65 or qualify for Medicare. The cost of spousal coverage will be the difference between husband and wife coverage and the coverage that the District would pay for the individual retiree. In the event of the death of the retiree, the surviving spouse may purchase individual coverage at the prevailing rate and plan. All premiums shall be paid through quarterly billings, payable in advance.

Retirees who are eligible for PSERS Premium Assistance and who receive this coverage will be billed on a quarterly basis, in advance, for the amount equal to the current level of financial reimbursement offered by PSERS.

Not using this benefit at retirement does not preclude usage at a later date, as long as the employee is not yet 65 or covered by Medicare.

The same qualifying criteria will be applied to this item as is outlined in Article VII (H)(3).

(2) Beginning with the 2008-2009 school year the following incentive shall replace the incentive in Number 1 above and shall be paid as a non-elective employer contribution into the employee's 403(b) account, as determined by each professional employee in the following manner providing the employee establishes the account and makes the appropriate elections:

(a) A contribution of four thousand dollars ($4,000) shall be paid into the employee's 403 (b) account the year of retirement on or before September 1 of that year; thereafter such amount of four thousand dollars ($4,000) shall be deposited on or before each succeeding September 1 for the next four (4) years. Employees shall not have a cash alternative to this benefit. All of the District's non-elective employer contributions under this Agreement shall only be deposited into a 403(b) account established for each eligible employee with Kades-Margolis Corporation, or the endorsed PSEA vendor, who shall be responsible for administering such programs.

(b) The District will offer, on an annual basis, health care benefits as provided in the current Collective Bargaining Agreement to all retiring employees to be paid by the retiree. The District will keep the retiree as part of the benefits group only if the retiree pays the full premium for the elected coverage. The District may arrange an equal monthly payment schedule with the retiree to make these payments.

(c) In any given year of the incentive, should the retiree die, remaining payments shall be made in one cash payment to the deceased employee's estate on or before September 1 of the year that the payment is owed.

(d) The District's sole liability is to make the above designed contributions into the BAEA designated 403(b) plan. The District has no responsibility for any employee tax implication or liability.

(e) The parties agree that the benefits and/or payments herein may or may not be sheltered from some or all taxes. The parties further agree that said benefits and/or payments shall be sheltered to the degree allowable by law and changes in the law may require changes in the treatment of these benefits.

Note: Retirees who incur an expense for health care are currently eligible to collect $100 per month from PSERS to defray the cost of health care. This would be in addition to the $4,000 per year included in the above incentive.

(J) **Miscellaneous**

(1) Complimentary Admission to Student Activities. Employees and their spouses shall receive free general admission to school district student activities performed on district property. Employees shall be afforded the opportunity to purchase two reserved seat season tickets for home football games at reduced prices as approved by the Board.

(2) After School Suspension. No teacher, except the In School Suspension Supervisor, will be assigned administrative after school detention duty.

VIII. PAYROLL DEDUCTIONS AND SERVICES

Individual authorizations for all deduction services must follow rules and procedures advanced by the District business office for the efficient operation of the payroll. The District agrees to make deductions as a clerical convenience to employees.

(A) **Organization Memberships.** For the term of this Agreement, the Board agrees to deduct from the salaries of the professional employees' membership dues for the BAEA if said employees individually and voluntarily authorize such payroll deductions in writing. Such deductions shall not be construed in any way as encouraging, supporting, or condoning either the membership in or the activities of the organization involved.

(B) **Tax Sheltered Annuity.** The Board will continue to provide payroll deduction services to permit professional employees to participate in tax sheltered annuity programs.

(C) **Salary Deductions.** The Board agrees to deduct from the salaries of bargaining unit employees any contributions for the United Way and the BAEA Scholarship Fund, which are specifically authorized in writing by the individual employee.

(D) **Approved Insurance Plan.** The Board will continue to provide payroll deductions in such amounts as are authorized in writing by the employees and to pay these amounts to the Washington National Insurance Company or subsequently chosen company to cover employees' participation in their Group Income Protection Plan.

(E) **Notification of Accumulated Sick Leave.** Employees shall receive notification of the status of their accumulated sick leave at the beginning of the school term.

IX. EMPLOYMENT PROVISIONS

(A) **School Code Provisions**. The Pennsylvania School Code includes certain job security provisions, certification, and other regulatory provisions and benefits associated with various classes of employees. The parties aver that such provisions of the School Code represent their complete agreement and that said provisions shall govern the manner in which the said benefits, job security, job progression, and reduction in force practices shall be effected with respect to the members of the bargaining unit.

In the event of the repeal of tenure, as expressed in Section 1121-1132 of the Pennsylvania School Code, during the term of this Agreement, with no alternative legislation enacted, the matter of teacher tenure as expressed in the Code shall be the cause and the subject for immediate negotiations.

(B) **Working Conditions and Workload**.

(1) Workday. The normal workday for employees in the bargaining unit assigned to:

(a) Elementary buildings shall consist of not more than seven (7) hours and thirty (30) minutes continuous hours; or

(b) Secondary buildings shall consist of not more than seven (7) hours and forty minutes continuous hours, and for all employees shall include a duty-free lunch period of not less than thirty (30) minutes in duration each day.

Beginning with the school year following completion of renovations to College Square Elementary, but in no event later than the beginning of the 2010-2011 school year, the hours for all buildings shall consist of not more than seven (7) hours and forty (40) minutes continuous hours, and for all employees shall include a duty-free lunch period of not less than thirty (30) minutes in duration each day.

(2) Workload. Secondary teachers will be scheduled to a maximum of 72% of their normal workday (430 minutes) devoted to direct student instruction or supervision.

(3) Preparation Periods. Each elementary teacher will receive four (4) preparation assignments per week (increased to five (5) beginning with the school year following completion of renovations to College Square Elementary, but in no event later than the beginning of the 2010-2011 school year) within the normal student instructional day, excluding time before or after the student day.

(4) Open House. The work day will be split for all employees on the day of public open house (i.e. half-day dismissal followed by evening attendance, subject to sick leave provisions.)

(5) Elementary Workday. Teachers will not routinely be required to supervise students after normal dismissal time except in some obvious emergency. Teachers will be relieved of supervisory duty if their planning time occurs during an assembly.

(6) Staff Reductions.

(a) The board agrees that for the purpose of furloughs, suspensions, or lay offs (hereafter referred to as reductions) during the term of this Agreement, members of the bargaining unit shall be rated equally.

(b) Reductions shall be made where necessary in the inverse order of seniority (as defined below) according to certification(s) held by each employee as of July 1 of the school year in which the reduction is to occur.

(c) Seniority in this bargaining unit shall:

(i) Begin from the last date of hiring by the Board as recorded in the official Board minutes;

(ii) Be determined on the basis of school years, which means regular, full-time employment for the normal nine month school term. Regular service rendered on a part-time or part-year full- time basis shall be counted as a prorated fractional part of a service year. An employee who works more than the normal nine-month year shall not be considered to have acquired more seniority than an employee who works the normal year;

(iii) Include time during which the employee is on sabbatical, professional service or military leave. Time on maternity or other approved leave shall not count toward seniority, but such leave shall not be construed to break or reduce seniority otherwise acquired;

(iv) Not be depended upon the area of certification being taught, but shall accrue to an employee according to years of service in any and all areas of certification held;

(v) Also take into account, in the case of an exact tie in seniority between employees, first, any previous work (regular, temporary or long-term substitute) in this District, and, second, any previous service in other public schools of this State. If a tie still exists, seniority rank shall be established by lot.

(vi) While this contract Article removes ratings from consideration in the reduction of staff, such agreement shall not alter the Board's right to use any existing or future rating system, numerical or otherwise, to arrive at the satisfactory or unsatisfactory status of employees for the purpose of dismissal under Section 1123 of the School Code.

(7) Demotion. In the event that the District shall deem it necessary to demote personnel, such demotions shall be done according to seniority. Demoted personnel shall have first right of recall according to seniority for any full-time position that becomes available in their area and areas of certification.

For purposes of the Agreement, a demotion shall be defined as a reduction from full-time to less than full-time employment, and, in no event, shall an individual be demoted to less than three- sevenths (3/7th) of the normal workday.

Any individual who is demoted shall continue to receive full seniority for as long as the demotion continues as though he/she had not been demoted.

If Section 11-1125.1 of the Pennsylvania Public School Code of 1949, as amended, shall be changed to the extent that furloughed employees no longer receive full seniority while furloughed, then parties to this Agreement shall renegotiate this provision which grants full seniority to demoted individuals.

(8) Eligibility for Fringe Benefits. Any employee of the Beaver Area School District who shall work fifty percent (50%) or more of the normal workday (secondary: seven (7) hours and forty (40) minutes; elementary: seven-and-one-half (7 1/2) hours) shall receive full benefits as enumerated in Article VII of the Collective Bargaining Agreement.

Any employee who shall work less than fifty percent (50%) of the normal workday (as defined above) shall receive a pro-rated share of the benefits contained in Article VII (A), [(F)(1)], [(F)(2)] and [(F)(8)].

(9) Residency. The Board will not impose any residency requirements on the members of the bargaining unit.

(10) Voluntary Transfer. A transfer is defined as a change in assignment of grade level, subject matter or work site. Should a vacancy exist any teacher may request to fill such vacancy through written application to his/her immediate supervisor. All decisions concerning the filling of a vacancy shall be the sole and exclusive discretion of the Board. No exercise of the discretion of the Board in filling such vacancy shall be grievable by any member of the bargaining unit. Employees denied the position requested will be notified in writing for the reasons for said denial within ten (10) working days.

(11) Criticism of the Parties. Any criticism of an employee by a supervisor, administrator or other agent of the employer shall be made in confidence and not in the presence of pupils. Any criticism of a supervisor, administrator or other agent of the employer by an employee shall be made in confidence and not in the presence of pupils.

(12) Personnel Files. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies of any documents contained therein. Said employee shall be entitled to have a representative of the Association accompany him/her during such review. An employee shall have this access to his/her file within five (5) working days after having made an appointment with the Superintendent or his/her designated representative.

The Superintendent shall initial any written response the employee submits to answer material in his/her file. This initialing shall signify awareness, not necessarily acceptance or agreement.

(13) Posting of Vacancies. All professional and extra-duty vacancies created by the resignation, retirement, death or dismissal of a current employee or the creation of a new or additional position will be posted in consistent locations in each school building during the school year, and will be announced to all members of the bargaining unit by mail during the summer months. Normally the position will not be filled sooner than two weeks after this posting.

(14) Fair Share.

(a) Each nonmember in the bargaining unit represented by the Association shall be required to pay a fair share fee as provided for by Act 84 of 1988.

(b) The School District and the Association agree to comply with all provisions of said law.

(c) Upon the signing of this Agreement, the Association agrees to extend to all nonmembers the opportunity to join the Association.

(d) If any legal action is brought against the School District as a result of any actions it is requested to perform by the Association pursuant to this Article, the Association agrees to provide for the defense of the School District at the Association's expense and through counsel selected by the Association. The School District agrees to give the Association immediate notice of any such legal action brought against it, and agrees to cooperate fully with the Association in the defense of the case. If the School District does not fully cooperate with the Association, any obligation of the Association to provide a defense under this Article shall cease.

(e) The Association agrees to indemnify and save the Beaver Area School District, the Superintendent, the Board, including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of action by the Board for the purpose of complying with this Agreement. It is expressly understood that this save harmless provision will not apply to any willful misconduct by the School District or as a result of the School District's failure to properly perform its obligations under this Article.

X. GRIEVANCE PROCEDURE

(A) Intent. It is the declared objective of the parties to this Agreement to encourage the fair and equitable resolution of grievances, inasmuch as it is in the common interest to clarify procedural applications of this Contract and thus promote an orderly and constructive relationship between the Board and its employees.

(B) Definitions:

(1) Grievance shall be a claim that there has been a violation, misinterpretation, or inequitable application of any of the stated provisions of the Agreement.

(2) Days as used in this formal grievance procedure shall be working days as determined by the annual school calendar.

(3) At all levels, the term "employee" shall be construed to acknowledge and include the right of employees to full counsel and/or representation by official representatives of the BAEA.

(C) Procedural Rules:

(1) All grievances, responses, acceptances and appeals shall be in writing on the proper forms.

(2) An employee or group of employees shall have the right to present grievances to the employer and to have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the Collective Bargaining Agreement then in effect; and, provided further, that the bargaining representative has been given an opportunity to be present at such adjustment as per Section 606 of Act 195.

(3) A copy of all grievances shall be provided the president or other delegated official of the bargaining agent.

(4) In order to provide the best possible presentation of the circumstances or viewpoints surrounding each grievance, there shall be a personal conference at each level. Such conference may be waived by either party at any level in the event the grievance is resolved in the employee's favor. At the Third Level, the conference may be with an appropriate committee of the Board.

(D) Time Limits

(1) The time limits provided in this Article shall be strictly observed but maybe extended by written agreement of the parties.

(2) In the event a grievance is filed after May 1 of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievances prior to the end of the school term or as soon thereafter as possible.

(3) Failure of a professional employee to proceed to the next step of the grievance procedure within the time limit set forth shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

(4) Failure of the employer at any step to communicate his decision to the professional employee within the specified time limits shall permit the employee to proceed to the next step.

(E) Informal Grievance Conference. An employee should discuss any alleged grievance informally with the appropriate principal or other immediate supervisor. The Superintendent and/or his designated representative and a designated representative of the bargaining agent may also participate in this discussion. If the matter of concern is not resolved to the satisfaction of the employee, a formal Grievance Report should be submitted at the first level within five (5) days of the conference.

(F) Formal Grievance Procedure:

First Level (Principal/Supervisor)

Employee initiating the grievance shall present the matter in writing on the Grievance Report form to the appropriate principal or supervisor within fifteen (15) days of the occurrence or event giving rise to the alleged grievance. The principal or supervisor shall respond to the grievance within six (6) days of the receipt of the Grievance Report. The Employee shall accept the Principal/Supervisor's response as satisfactory or request appeal within seven (7) days of the first-level response.

Second Level (Superintendent)

Matters appealed from the first level shall be submitted to the Superintendent on the Grievance Report, with attachments as necessary. The Superintendent's decision shall be returned in writing to the employee within thirteen (13) days of the appeal. The employee shall accept the second level response as satisfactory or request appeal to the third level within seven (7) days.

Third Level (Board of School Directors)

Matters appealed from the second level shall be submitted to the Board of School Directors on the Grievance Report with all attachments and subsequent responses. The Board's decision shall be returned to the employee within twenty-one (21) days of receipt of the appeal. The employee shall accept the third level response within seven (7) days or request arbitration.

Fourth Level.

Matters unresolved at the third level shall be submitted to the Association to decide if the grievance should proceed to arbitration. If the Association approves the grievance for arbitration, it shall be submitted to binding arbitration, following the procedures stated in Section 903 of Act 195. Any decisions concerning action to be taken post-arbitration and through any appeal process shall also be made solely by the Association.

XI. TERMS OF AGREEMENT

The term of this contract shall begin on July 1, 2007 and extend in force until June 30, 2012 or until such later date as may be mutually agreeable to both parties with such agreement to be expressed in writing as an amendment to this document.

The effective dates of the provisions in Articles V, VI, VII, and VIII shall be August 31, 2007 through the normal pay period of August 2012.

It is understood by the parties that the above sentence, as has been the practice, applies to continuation of pay and benefits through the summer for both active and retiring employees. It is further understood that the Health Care year runs from July 1 to June 30; therefore, any user fee changes would occur on July 1.

XII. AGREEMENT ACCEPTANCE

(A) Separability Clause. In the event that any provision or position of this Agreement is at any time declared invalid or inoperative by any court or agency of competent jurisdiction, such decision shall not invalidate the entire Agreement, it being the expressed intent of the parties that all other promises shall remain in full force and effect.

(B) Closure. The parties agree that all negotiable items have been treated during the negotiations leading to this Agreement and that no additional negotiations will be conducted on any matter, except as set forth in Article IX dealing with the possible future repeal of tenure, whether contained herein or not, during the life of this Agreement that would affect the content or terms of the Agreement.

(C) Implementation. Both parties agree to faithfully implement the provisions of this Agreement for the full life of the Agreement. The employees will not engage in withholding of services as defined in Act 195, Article III, Section 301(9) during the term of this Agreement. Intending to be legally bound, both parties hereby accept the provisions of this Agreement effective July 1, 2007.

BEAVER AREA EDUCATION ASSOCIATION

By_____
President

Attested by:

_____
Secretary

BEAVER AREA BOARD OF SCHOOL DIRECTORS

By_____
President

Attested by:

_____
Secretary

Dated:_____

APPENDIX A

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Football Ticket Handlers	$47.22	$47.22	$47.22	$47.22	$47.22
Ms. Anders, Mrs. Flynn Mrs. James, Mrs. Torrence, Mrs. Witowich					
Football Scoreboard	$47.22	$47.22	$47.22	$47.22	$47.22
Mr. Naccarato					
Basketball Ticket Handler	$47.22	$47.22	$47.22	$47.22	$47.22
Mr. Naccarato					
Track Starter	$49.70	$49.70	$49.70	$49.70	$49.70
Mr. Mateer					
Track Officials -Single	$35.50	$35.50	$35.50	$35.50	$35.50
-Double	$49.70	$49.70	$49.70	$49.70	$49.70
Mr. Brauch, Mr. Burke, Mrs Chantz, Mrs. Flynn, Mrs. Ringer, Mrs. Witowich					

Note: Use Appendix B if higher than A.

APPENDIX B

	2007-2008	2008-2009	2009-2010	2010-2011	2011-2012
Football Ticket Handlers	$32.43	$33.07	$33.74	$34.41	$35.10
Football Timekeeper	$47.28	$48.22	$49.19	$50.17	$51.17
Football Announcer	$32.43	$33.07	$33.74	$34.41	$35.10
Football Scoreboard	$47.28	$48.22	$49.19	$50.17	$51.17
Basketball Scorebook	$43.90	$44.78	$45.67	$46.59	$47.52
Basketball Timekeeper	$40.53	$41.35	$42.17	$43.02	$43.88
Basketball Ticket Handler	$32.43	$33.07	$33.74	$34.41	$35.10
Basketball Announcer	$32.43	$33.07	$33.74	$34.41	$35.10
Soccer Timekeeper/Scoreboard	$47.28	$48.22	$49.19	$50.17	$51.17
Swimming Announcer	$32.43	$33.07	$33.74	$34.41	$35.10
Track Starter	$37.82	$38.58	$39.35	$40.14	$40.94
Track Officials - Single	$27.02	$27.56	$28.11	$28.67	$29.25
Double	$37.82	$38.58	$39.35	$40.14	$40.94
Triple	$51.35	$52.37	$53.42	$54.49	$55.58
Photographer Football	$60.79	$62.01	$63.25	$64.51	$65.80
Basketball	$47.28	$48.22	$49.19	$50.17	$51.17
Bus Chaperones (2 comp tickets)	$32.43	$33.07	$33.74	$34.41	$35.10
Recreational Rate	$16.20	$16.52	$16.85	$17.19	$17.53