AGREEMENT between BLOOMSBURG AREA SCHOOL DISTRICT and the BLOOMSBURG AREA EDUCATION ASSOCIATION

July 1, 2006 to June 30, 2011

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PREAMBLE

AGREEMENT MADE this 5th day of February, 2007, by and between the BLOOMSBURG AREA SCHOOL DISTRICT, hereinafter referred to as the "District" or the "Board" and the BLOOMSBURG AREA EDUCATION ASSOCIATION, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

Section 1.01 The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining in accordance with Act 195 (Public Employee Relations Act) for all employees included in the bargaining unit. The bargaining unit shall be defined as all full-time and regular part-time teachers, school counselors and school nurses exclusive of supervisors and confidential employees as defined in the Act. Regular part-time employees shall be paid on a pro-rata basis also. They shall move up the salary schedule for each year of employment.

ARTICLE II

GENERAL PROVISIONS

Section 2.01 The term "teacher", unless otherwise indicated, shall refer to all employees represented by the Association in the bargaining unit.

Section 2.02 Reference made to male teachers shall include female teachers.

Section 2.03 Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

Section 2.04 Policy Handbook

At the beginning of the school term, the Board shall provide three (3) updated policy handbooks for each school and shall provide a total of four (4) updated policy handbooks to the Association.

Section 2.05 Printing of Agreement

Copies of this Agreement shall be prepared at the Board's expense within thirty (30) days, if feasible after the Agreement is signed and shall be presented to all teachers now employed and to those new teachers upon employment.

Section 2.06 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provisions of this Agreement, either party shall do so by certified letter at the following address:

(1) Association to Board

If by Association to Board at

728 East Fifth Street

Bloomsburg, PA 17815

(2) Board to Association

If by Board to Association at address of the

President of the Bloomsburg Area Education

Association.

ARTICLE III

NO DISCRIMINATION

Section 3.01 There shall be no discrimination or distinction in the treatment of an employee or group of employees in matters affecting their employment status because of race, religion, national origin, marital status, sex, age, political affiliation or opinions, employee organization affiliation or non-affiliation.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 4.01 Definitions

Grievance - A "grievance" shall mean a claim by a member of the bargaining unit or a group of the same, that there has been a misinterpretation of the provisions of this bargaining agreement.

Days - The term "days" when used in this article shall, except where otherwise indicated, mean working school days. Weekend or vacation days shall be included only in the event that a grievance is filed at such a time that it cannot be processed through all the steps of the grievance procedure by the end of the school year.

Section 4.02 Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time limits may be extended by mutual agreement in writing.

Section 4.03 Waiver of Appeal

The failure of a teacher to proceed to the next step of the grievance procedure within the time limits set forth, unless delay is justified by undue hardship, shall be deemed to be acceptance of the decision previously rendered and shall constitute a waiver of any further appeal concerning that particular grievance. The failure of an administrator, at any step to communicate his decision to the teacher within the specified time limits shall permit the teacher to proceed to the next step.

Section 4.04 Representation

The aggrieved professional employee(s) shall be personally present at all steps in the grievance procedure. All grievants of a group grievance need not attend all steps in the grievance procedure. If the aggrieved employee(s) is/are to be represented at any step of the procedure, full and complete notice of such representation must appear on the grievance form.

The aggrieved professional employee or a group of employees shall have the right, at any time, to present grievances to their Employer and to have them adjusted without intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the Agreement: AND, provided further, THAT the bargaining representative has been given an opportunity to be present at such adjustment.

Section 4.05 Grievance Forms

All necessary forms for filing grievances shall be provided by the Association.

Section 4.06 Grievance Contents

Written grievances must contain the following:

(1) Nature of the grievance.

(2) Specific provision or provisions of the contract on which the grievance is based.

(3) Relief or remedy requested.

(4) Signature of the grievant or grievants.

Section 4.07 Procedures

Grievances shall be processed in the following manner:

STEP 1

(a) Presentation

A teacher or group of teachers with a grievance shall first discuss it, within ten (10) days that the teacher(s) knew or should have known of said grievance, with his/their principal with the objective of resolving the matter informally. If the aggrieved is not satisfied, he shall file the grievance in writing within five (5) days of the discussion.

(b) Superior's Decision

Within five (5) days of the receipt of the grievance, the principal shall inform the teacher and the Association President of his decision with rationale and shall render same in writing to said teacher and the Association President.

(c) The decision at Step 1 shall not be used as a precedent for any subsequent case.

STEP 2

(a) Adverse Decision Appeal

The aggrieved teacher or group of teachers may, within five (5) days of the receipt of an adverse decision from the principal, appeal same in writing to the Superintendent. If no decision is rendered at Step 1, the aggrieved teacher or group of teachers may, within ten (10) days of submission of said grievance to the principal, file an appeal to the Superintendent concerning that lack of decision.

(b) Hearing

Within five (5) days of receipt of said appeal, the Superintendent or his designated representative shall conduct a hearing.

(c) Hearing Participants

The principal who rendered, or failed to render, a decision in Step 1 shall be notified of the hearing. He shall be permitted to attend and participate in the hearing.

(d) Decision

Within five (5) days of the hearing, the Superintendent shall inform the teacher and the Association President of his decision with rationale and shall render same in writing to the said teacher and the Association President.

(e) School Board

The Superintendent will inform the School Board of the grievance and his/her decision at the time of the next regularly scheduled monthly meeting following the issuance of said decision. In the event that the grievance is not settled as provided in Step (e), the Association may, within ten (10) working days, submit the grievance to the Board. The Board shall consider the matter not later than its next regularly scheduled meeting and shall give its response, in writing, within five (5) working days of its consideration.

(f) Within five (5) days of receiving the written decision of the Superintendent, the Association may request that the grievance be considered by the Pennsylvania Bureau of Mediation.

STEP 3 - ARBITRATION

If the grievance is not resolved in Step 2, the aggrieved teacher or the Association may refer the grievance to binding arbitration in accordance with Section 903 of Act 195 within thirty (30) days after the decision of the Board.

Section 4.08 The decision of the arbitrator shall be final and binding upon the parties. Each case shall be considered on its merits and the collective bargaining agreement shall constitute the basis upon which the decision shall be rendered.

Section 4.09 The arbitrator shall neither add to, subtract from nor modify the provisions of this Agreement. The arbitrator shall confine himself to the precise issues submitted for arbitration and shall have no authority to determine any other issues not so submitted to him.

Section 4.10 All of the time limits contained in the grievance and arbitration procedures may be extended by mutual agreement. The granting of any extension of any step shall not be deemed to establish a precedent.

Section 4.11 All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and make a copy available without charge to the arbitrator.

Section 4.12 The aggrieved employee, Association representatives and witnesses shall not be paid for time lost during regular working hours attending an arbitration hearing.

Section 4.13 Grievances involving more than one grievant but arising from the same circumstances and involving the interpretation or application of the same provision or provisions of the contract may be consolidated.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

Section 5.01 Released Time for Meetings

Meetings during school days shall be scheduled on other than school hours. Emergency situations will be subject to Board approval.

Section 5.02 Use of School Buildings

The Association may use the school building upon prior approval of the principal of such building.

Section 5.03 Bulletin Boards

The Association shall have one bulletin board in each faculty lounge (or its designated alternate where there is no faculty lounge) for its exclusive use with mutual agreement by PSEA representative and Board.

Section 5.04 Mail Facilities and Mail Boxes

The Association shall have the right to the teachers' mail box for communications, including the inter-school mail box facilities.

Section 5.05 Leave for Association Representatives

The Board agrees that two (2) delegates of the Association will be granted a leave without loss of pay to attend the Association's semi-annual House of Delegates meeting and/or President's and Chief Negotiator's Conference for a period not to exceed five (5) days per delegate. The Board shall obtain substitutes who shall be paid by the Association. The Association will notify the Superintendent seven (7) days prior to the meeting of the designated representatives and the days they will be absent.

Section 5.06 Association Business

(a) The Association shall conduct all business outside of working hours. However, officers of the Association and building representatives in each building may conduct Association business during the school day provided it is not done during any person's instructional time. "Instructional time" shall include all class time, study halls, homeroom periods, club time and any other time during which a teacher either instructs or supervises students. Preparation periods, lunch periods and other non-assignment time shall not be construed to be "instructional time."

(b) Employees shall not discuss Association-District business with students.

(c) The Association shall have the right to reasonable use of school equipment when same is not otherwise being used. Such equipment shall include, but not be limited to computers, duplicating equipment, and video equipment and audio equipment. The Association agrees not to use such equipment for propaganda purposes in connection with any contractual disputes with the Board.

ARTICLE VI

NO LOCKOUT - NO STRIKE

Section 6.01 Both parties agree to faithfully abide by the provisions of the Pennsylvania Public Employee Relations Act. The Association agrees that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 and amended by Act 88) during the term of this contract and the Employer pledges that it will not conduct, or cause to be conducted, a lockout during the same period.

Section 6.02 Should a strike occur, the Association, within twenty-four (24) hours following the request of the Board, shall:

(a) Publicly disavow such action by the employees.

(b) Advise the Board in writing that such employees' actions have not been authorized or sanctioned by the Association.

(c) Advise employees that it disapproves of such action and instruct them to return to work immediately.

(d) Take such other positive action as may be necessary to ensure bargaining unit compliance with this no strike pledge.

Section 6.03 The Board shall have the right to discipline, suspend, demote or discharge any employee or employees who violate the provisions of Section 6.02 of this article without recourse to the grievance/arbitration procedures of this Agreement except to the extent of determining whether or not the employee did commit any of the above violations. If an arbitrator finds that an employee has committed any of the above violations, he (the arbitrator), shall have no jurisdiction to change or modify the Board's discipline.

ARTICLE VII

DUTIES OF PROFESSIONAL EMPLOYEES

Section 7.01 Length of Year

The basic employee work year shall consist of a maximum of 207 days beginning no earlier than August 15 and ending no later than June 15, unless make-up days must be scheduled, and shall include 182 days of student instruction and four (4) teacher in-service days, two (2) of which shall be five (5) hours in length. Employees shall be required to dedicate an additional five (5) hours per semester to contact time with parents to discuss the education of their students. These contacts may be either through conferences with parents or through other forms of communication. Time(s) and method(s) of contacts will be at the sole discretion of the employee.

Employees shall receive the following paid holidays between September 1 and June 15 of each year:

Labor Day	Thanksgiving Day
Friday following Thanksgiving	Monday after Thanksgiving
Christmas Eve	Christmas Day
New Year's Day	Presidents' Day
Good Friday	Easter Monday
Memorial Day	

The school days prior to Thanksgiving and Christmas holidays shall be designated as early dismissal days for students and teachers.

Employees shall receive up to ten (10) days of paid vacation annually, five (5) days

of which shall be during the week of the Bloomsburg Fair and up to five (5) days of which shall be between Christmas Day and New Year's Day. In the event that an unusual number of school closings occur because of weather or other emergencies, the Board may adjust the school calendar to make up days as listed: in priority, to use the three days at the end of the school calendar first and then make use of Easter Monday and Good Friday exclusively, or add days at the end of the calendar year. The Board shall be sensitive to the impact of scheduling school on days that have been traditionally regarded as religious or secular holidays.

Section 7.02 Day

The professional employee's day shall consist of 7 ½ hours, inclusive of a thirty (30) minute duty-free lunch period. Two (2) days each week (up to a maximum of seventy-two (72) days) the professional employee's day shall consist of eight (8) hours inclusive of a thirty (30) minute duty-free lunch period. The use of one (1) extra thirty (30) minutes would be up to the discretion of the building administrator with one (1) week notice given to the professional employee. The use of the second extra thirty (30) minutes would be up to the discretion of the professional employee.

Teachers or professional employees shall, upon thirty (30) days notice, attend and participate in two (2) evening events in a school term up to a maximum of two and one-half (2 1/2) hours in any one evening. The notice and event shall be administered by the principal of the school.

In the event of an emergency early dismissal, employees shall be required to remain until dismissed. The principal may dismiss employees when he/she has determined that the student dismissal procedure has been met.

Section 7.03 Extra Pay for Extra Services

If services are required over and above the accumulated time indicated in Sections 7.01 and 7.02, above, it shall be compensated at an hourly rate of twenty-two ($22.00) dollars, except as otherwise provided by Section 7.04 and Section 15.15. In addition, reimbursement for travel for homebound instruction will be at the IRS mileage rate with total mileage being determined upon mutual agreement.

Section 7.04 Summer Incentive Program

Professional employees shall have the opportunity to voluntarily participate in a Summer Incentive Program as described in Article XIX. This Summer Incentive Program is optional and voluntary and above and beyond the basic employee work year.

ARTICLE VIII

PERSONNEL FILE

Section 8.01 An employee shall have the right, upon a reasonable written request, to review the contents of his personnel file with the exception of pre-employment recommendations. Such review shall be in the presence of the Superintendent or his designee.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

Section 9.01 Each teacher shall be entitled to the following temporary leaves of absence with full pay each school year:

(1) Emergency (non-cumulative) -- Not to exceed two (2) days on the day(s) of occurrence for the following causes only: emergency treatment or surgery for a member of the immediate family; transfer of a member of the immediate family to or from the hospital; birth of a child; an unforeseen emergency which would result in damage to an employee's residence if not attended to immediately.

(2) Personal (24 hour notice) -- Two (2) unrestricted personal leave days, when approved by the building principal, upon 24 hour notice. A limit of ten percent (with any fraction over 10% being rounded up to include the additional teacher) of the teachers, or a minimum of two (2) teachers, assigned to a building may be granted this personal leave on any one (1) day. Leave will be approved on a first-come, first-served basis. Unused leave shall accumulate to a maximum of five (5) days. Unused leave over and above the limit will be redesignated as additional sick leave.

(3) Sick Leave -- Twelve (12) accumulative days per school year to be used in accordance with existing regulations.

(4) Sick Leave Bank

The Association shall establish a sick leave bank to which employees may contribute days of credited sick leave. The Association shall administer the sick leave bank. The Association shall establish rules and regulations, which govern the same; these rules and regulations require approval of the district prior to becoming effective. A list of contributors and a copy of the established rules and regulations shall be given to the district. Any changes or revisions to the rules and regulations shall be subject to approval by the district. The district agrees to honor withdrawals from the bank upon proper certification by the Association.

Section 9.02 Parental Leave

(a) Childbearing leave:

Childbearing leave shall be deemed a medical disability and any portion of that leave taken by a female employee may be charged to her accumulated sick leave at the option of the employee.

(b) Child-rearing leave:

A child-rearing leave shall be granted to:

1. Female teachers at the conclusion of a childbearing leave.
2. Teachers who are parents of new-born infants, or who become parents of an adopted child of preschool age, immediately following the infant's birth or adoption.

(c) The following guidelines shall be observed:

1. The employee shall submit a written request for child-rearing leave to the Board no later than thirty (30) days prior to the commencement of such leave. In case of adoption, the written request shall be as soon as possible.
2. If both parents are employees of the district, only one (1) shall be entitled to child-rearing leave.
3. Parental leave shall not exceed a maximum of one (1) year.
4. Child-rearing leave shall be without pay.
5. The Board shall pay the premium for hospital and medical insurance benefits for a female employee on leave for the time period prior to the termination of pregnancy and for three (3) months thereafter. The employee may continue to pay said premiums until expiration of the parental leave.
6. If the female employee fails to return to her teaching position, she shall reimburse the Board for the actual costs of the premium for hospital and medical benefits paid during the leave of absence.
7. Use of sick leave for childbearing leave shall be supported by a physician's certification of disability.
8. Notification by the employee of intent to return to employment must be given no later than sixty (60) days prior to the date of the return to service.

9. Upon return to service from parental leave, employees shall be reinstated to their former position or a substantially equivalent position.

10. These employees shall retain all the rights and benefits to which they are entitled prior to said leave. However, if the employees are credited with at least ninety-one (91) instructional days of the academic year during which leave was granted, they shall be entitled to the same advancement on the salary schedule as if they had worked the full year.

Section 9.03 Absence Resulting from Injury

Absence resulting from injury and/or assault incurred during the performance of teacher duties shall not result in forfeiture of any sick, personal or emergency days. Teachers shall be fully compensated during any such period of absence.

When Workers' Compensation payments are made, the Board shall pay the difference between Workers' Compensation and the teacher's regular salary.

Section 9.04 Bereavement Leave

(a) When an employee is absent because of a death of a spouse or child, there shall be no deduction in salary for a period not to exceed five (5) school days. The Board may extend the period of absence with pay at its discretion.

(b) When an employee is absent because of a death of other members

in the immediate family, there shall be no deduction in salary for a period not to exceed three (3) days. The Board may extend the period of absence with pay at its discretion.

Other immediate family shall be defined as father, mother, brother, sister, parent-in-law, or near relative who resides in the same household or any period with whom the employee has made his home.

(c) When an employee is absent because of the death of a near relative, there shall be no deduction in salary for a period not to exceed one (1) day. The Board may extend the period of absence with pay at its discretion.

Near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or grandchild.

Section 9.05 Court Leave

Employees who serve as jurors or are subpoenaed as witnesses in court shall not suffer a deduction from their salaries. However, any amounts received from the court for services shall be turned over to the district.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

Section 10.01 The Board and the Association encourage the continued professional educational growth, which is in the teacher's field or in the field of education.

Section 10.02 The Board will reimburse employees for credits taken in accordance with the following:

(a) All credits shall be pre-approved by the Superintendent.

(b) All approved credits and courses will be reimbursed pursuant to this section.

(c) For an employee to qualify for columnar movement on the salary schedule the employee shall be required to complete graduate level courses.

(d) If the Superintendent denies approval for any credits pursuant to this Section, the teacher may request the Continuing Professional Education Committee to review the request. Should the Committee find that the requested course or program is consistent with the Continuing Professional Education Plan, the Committee will recommend approval for reimbursement by the Board. The Board has final approval during this appeal process.

(e) If the District requests an employee to enroll in a class, that employee will be reimbursed pursuant to this Section.

(f) The teacher has submitted a request for payment, receipt(s), and transcript of completion with a grade of "B" or higher.

(g) Reimbursement will be at the prevailing tuition rate for credit at Bloomsburg University. The Board will consider, upon request, a higher tuition rate if the course or program is not available at Bloomsburg University.

(h) Reimbursement shall be made no later than forty (40) days following submission of the request and documentation.

Section 10.03 Upon request, the Board shall pre-pay tuition upon enrollment for credits, provided the employee has received the necessary pre-approval and submits a completed enrollment form which can be sent with the payment to the college or university. Employees who fail to complete the course or who receive a grade lower than "B" shall reimburse the district within forty (40) days.

Section 10.04 Employees employed full time during the semester shall be permitted to take and be reimbursed a maximum of six (6) credits per semester.

Section 10.05 A teacher receiving benefits under this provision shall remain with the school district at least twelve (12) months after receipt of reimbursement. A teacher who voluntarily terminates employment prior to these twelve (12) months shall reimburse the district for any tuition monies received.

ARTICLE XI

HOSPITALIZATION AND MEDICAL INSURANCE

Section 11.01

(a) The Board agrees to pay the premium, subject to the employee contribution provided in Section (b) below, for each eligible employee and eligible dependents on the active payroll of a group hospital and medical service plan having benefits comparable to those contained in the "Central Susquehanna Region School Employee Health and Welfare Trust Plan Document" (hereinafter, "the Trust") in effect on July 1, 2006 and having Major Medical deductibles of $100.00 for a maximum of two (2) deductibles per family. The insurance program shall be based on the principle of coordination of benefits. The insurance carrier for these benefits will be determined by the Board, however, should the selected insurance carrier fail to offer the specified group hospital and medical service plan, or should they alter or remove any benefits from the plan, the district will obtain comparable coverage from another insurance carrier.

(b) All eligible employees shall contribute to the cost of that coverage in accordance with the following schedule:

Effective Date	Amount Contributed Per Year
July 1, 2006	$0.00

July 1, 2007	$300.00
July 1, 2008	$500.00
July 1, 2009	$700.00
July 1, 2010	$900.00

In the event that a husband and wife are employees of the School District, only one spouse shall be eligible to receive family hospital and medical insurance, and premium deductions will be withheld from only one spouse.

Section 11.02 The Board will continue to make available to employees the current alternate hospital and medical service plans; i.e., Geisinger Health Plan, Keystone Health Plan Central, and the CS Trust Preferred PPO; as long as they are offered through the Trust, and may offer other alternate plans as desired. It is agreed and understood that the Board will not in any way be responsible for changes made unilaterally by the carrier(s) to the benefits provided by these alternate plans. The Employer agrees to establish a Flexible Spending Account Plan in accordance with Section 125 of the Internal Revenue Service regulations. The plan will provide legally permissible benefit options, including premium-only plan and flexible pending accounts, to employees in the bargaining unit.

Section 11.03 The District will explicitly notify all employees of impending changes that will be imposed by insurance carriers prior to the open enrollment period.

Section 11.04 If there is coverage from multiple carriers, the responsibility of assessing the best plan for each employee ultimately rests with the employee.

Section 11.05 The District will agree to an ongoing advisory committee to examine health insurance issues in the district comprised of equal representation of members from both the association and the District Administration. The Board retains ultimate decision making authority that may go against the recommendation of the Committee.

Section 11.06 The insurance coverage shall terminate at the end of the policy month in which the employee's active employment with the employer ends, except this insurance coverage shall terminate on August 31st for employees whose active employment terminates following service of a full school term.

Section 11.07 The hospitalization and medical service plan is a contract between the Employer and the insurance carrier. No dispute over a claim for any benefits extended by the hospitalization and medical service plan shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 11.08 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability to any employee claiming under any of the benefits extended by the hospitalization and medical service plan. It is agreed that the Employer's liability shall be limited to the payment of premiums.

ARTICLE XII

VISION INSURANCE

Section 12.02 The district agrees to pay the premium for a group vision insurance plan (insurance carrier to be selected by the Employer) for each eligible full-time professional employee on the active payroll. Coverage shall be Family Plan, listed below as provided by the Central Susquehanna Region Employees' Health and Welfare Trust.

Examination:	UCR
Frames:	$36.00
Lenses:	Single vision -- $ 30.00
	Bifocal -- $ 40.00
	Trifocal -- $ 50.00
	Aphakic -- $150.00

Section 12.02 The insurance shall terminate at the end of the month in which the employee's active employment with the Employer ends.

Section 12.03 The group vision insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for vision insurance shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 12.04 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of vision insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

Section 12.05 The vision care plan agreement will prevail in all respects as to benefits provided.

ARTICLE XIII

DENTAL INSURANCE

Section 13.01 The District agrees to pay the premium for the Central Susquehanna Region School Employees' Health and Welfare Trust Dental Plan II, which includes the family, or its equivalent (insurance carrier to be selected by the employer) for each eligible full-time professional employee on the active payroll. Maximum yearly benefits equal $1,000.00.

Section 13.02 The insurance shall terminate at the end of the month in which the employee's active employment with the Employer ends.

Section 13.03 The group dental insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for dental insurance shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 13.04 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of dental insurance. It is agreed that the Employer's liability shall be limited to payment of premiums.

Section 13.05 The dental plan agreement will prevail in all respects as to benefits provided.

ARTICLE XIV

LIFE INSURANCE

Section 14.01 The District agrees to pay the premium for a group term life insurance (insurance carrier to be selected by the employer) in the amount of $30,000.00 for each eligible full-time professional employee on the active payroll.

Section 14.02 The insurance shall terminate at the end of the month in which the employee's active employment with the Employer ends, except that after a full year's service, it shall terminate on August 31.

Section 14.03 The group term life insurance is a contract between the Employer and the insurance carrier. No dispute over a claim for life insurance shall be subject to the grievance procedure established in this collective bargaining agreement.

Section 14.04 It is agreed and understood that the Employer does not accept nor is the Employer to be charged with hereby, any responsibility in any manner connected with the determination of liability for payment of life insurance. It is agreed that the Employer's liability shall be limited to the payment of premiums.

ARTICLE XV

PROFESSIONAL COMPENSATION

Section 15.01 The salaries to be paid to professional employees are set forth in Exhibits "A" through "E" made a part of this Agreement.

Section 15.02 Newly-hired full time employees will be placed on the salary schedule at the step agreed to between the employee and the District. Eligible employees shall be moved up one step on the salary schedule for each year of service thereafter. Step 16 shall be the terminal step of the table.

Section 15.03 Part-time employees shall be moved up one step on the salary schedule for each year of part-time service (or 92 days).

Section 15.04 In order to be placed on the Masters or Masters Equivalent column of the salary schedule, the teacher hired to teach after July 1, 1976 shall have either the earned Masters degree or an approved Masters Equivalent certificate from the Commonwealth of Pennsylvania.

Section 15.05 Teachers already employed by the District who are not on the Masters, Masters + 15, or Masters + 30 columns of the salary schedule will, after July 1, 1977, be entitled to move to the Masters column only upon completion of an earned Masters degree or a Masters Equivalency approved by the Pennsylvania Department of Education.

Section 15.06 Teachers who are already on Masters, Masters + 15 and Masters + 30 columns of the salary schedule who do not hold earned Masters degrees or state-approved Masters Equivalent will not be moved back to any of the Bachelors columns of the salary schedule as the result of this provision.

Section 15.07 Teachers who are already on the district Masters degree schedule but do not have either an earned Masters degree or any approved Masters Equivalent from the Commonwealth of Pennsylvania may only advance to column Masters + 15 and Masters + 30 upon completion of either of the preceding plus accumulating additional graduate credits or approved inservice taken in the teacher's field of certification or education.

Section 15.08 Additional graduate credits or approved inservice courses taken after the Masters degree shall be counted for salary purposes only when earned after the date of granting of the Masters degree or the awarding of the Masters Equivalent from the Commonwealth of Pennsylvania.

Section 15.09 Movement from one column to another on the salary schedule shall take place at the beginning of the school year only. Credit changes earned during the school year will be effective for the following school year.

Section 15.10 Professional compensation shall be based on the number of days in the employee work year and eight (8) hours per work day as specified in Sections 7.01 and 7.02, respectively. In the event it is necessary to make a salary deduction, the per diem deduction shall be computed by dividing the total salary by the total number of workdays as specified in Section 7.01.

Section 15.11 Each employee shall be paid in equal installments on a bi-weekly basis. An employee who desires to receive his or her summer pay in one installment at the end of the school term is entitled to do so upon written request prior to May 1. Deductions for hospital and medical insurance shall be made in equal installments on a bi-weekly basis.

Section 15.12 Payroll Dues Deduction

The Board shall deduct annual association dues and PACE contributions authorized by the employee, as verified by the Association, and remit said dues to the Bloomsburg Area Education Association.

It shall be the responsibility of the Association to present to the Business Administrator, no later than two weeks prior to the date of the first deduction, an alphabetical listing of those Association members who have submitted properly signed payroll deduction authorization cards. The alphabetical listing submitted by the Association shall be considered final.

Deductions shall be made in equal installments from twenty (20) pay periods. The Board shall transmit a monthly check to the Association in the amount of all dues collected during the month.

Payroll deduction authorization card shall contain the following:

This is to authorize payroll deduction for dues from my pay in the amount determined by the Association and as contractually provided. This authorization will remain in effect unless cancelled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

Should any employee resign from the District in mid year the Board shall deduct the remaining annual dues from the employee's last paycheck.

_____ _____

Date Signature

The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability that might arise out of or by reason of action by the Board in making dues deduction in reliance on the alphabetical list submitted by the Association.

Section 15.14 Fair Share

Each non-member 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.

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

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

ARTICLE XVI

RETIREMENT SEVERANCE

Section 16.01 Professional employees at least fifty (50) years of age, or eligible for disability retirement, upon retirement from the field of public education, will be granted retirement severance based on the following:

(a) $100.00 multiplied by the number of full years the employee has served the Bloomsburg Area School District.

(b) $40.00 multiplied by the total number of unused sick days accumulated by the employee at the time of retirement. The employees will not be reimbursed for sick days accumulated at other school districts prior to them becoming employees of the Bloomsburg Area School District.

The school district shall make a non-elective employer contribution to the employee's 403(b) retirement program in an amount equal to (a) and (b) above. The employee shall receive no cash option.

Section 16.02 An employee, to be eligible for severance pay, shall:

(a) Submit a valid written resignation to the Superintendent on or before March 1, in the last full year of planned employment.

(b) Submit the official application for retirement benefits to the

Pennsylvania Public School Employees Retirement System.

Section 16.03 The date of separation from public education is defined as that date which the employee enters on his official application for retirement as the "date on which last service was rendered".

Section 16.04 This benefit applies only to employees who quality for benefits upon retirement under the Pennsylvania Public School Employees Retirement System. The employees who do not quality for retirement under the Pennsylvania Public School Employees Retirement System for any reason do not qualify for retirement severance under this policy.

Section 16.05 Payment under the provision of this policy is limited to payment upon retirement. This is not a death benefit, no payment will be made upon death. An employee shall be eligible to receive a retirement severance benefit as provided in this article only one (1) time.

Section 16.06 This policy applies only to the official provisions for retirement under the Pennsylvania Public School Employees Retirement System and is restricted to superannuation retirement, disability retirement or early retirement. Vesting in excess of one (1) year prior to retirement will preclude payment.

Section 16.07 Payment under this policy cannot be assigned or transferred.

ARTICLE XVII

MISCELLANEOUS

Section 17.01 The Administrative Team of the Bloomsburg Area School District and the Bloomsburg Area Education Association Advisory Council agree to meet upon written request of each party. The meeting shall be held at a mutually agreeable time and place. The initiating party shall submit, in writing, the agenda specifying all of the items to be discussed at least five (5) days prior to the meeting.

ARTICLE XVIII

SCOPE OF AGREEMENT

Section 18.01 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 18.02 Therefore, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XIX

SUMMER INCENTIVE PROGRAM

Section 19.01 Professional employees will be allowed to participate in a Summer Incentive Program in accordance with the following conditions:

(a) The Summer Incentive Program shall be outside the regular work year and workdays as specified in Sections 7.01 and 7.02.

(b) The Summer Incentive Program will consist of not less than one (1) or more than forty (40) workdays or the equivalent in hours. Professional employees may participate in the days specified in administration programs at (e) or may specify a duration in proposals at (f) or may specify a lesser number in increments of one (1) day.

(c) Summer Incentive Programs will be building-level or district-wide programs suggested by the administration or programs suggested by professional employees which are recommended to the Superintendent by a district-wide committee composed of an equal number of administrators and professional employees.

(d) The Summer Incentive Program is open to all employees with the approval of the Superintendent, and as budgeted and funded by the Board.

(e) Summer Incentive Programs suggested by the Summer Incentive Program Committee will be announced to all employees prior to the start of the program. The announcement will include the duration of the program and the anticipated starting and/or ending date(s), as well as a clear explanation

of the program. Selection of participants by the administration will be based on the needs of the district, and employees will not be notified of their acceptance until that program has been funded by the Board. The Superintendent will be responsible for final determination after consulting with the Summer Incentive Program Committee.

(f) Employees wishing to propose programs may submit a proposal detailing the anticipated activities, the duration of the program, and the anticipated starting and/or ending date(s). Proposals shall be submitted to the Superintendent, for action by the Approval Committee, on or before April 1. If a proposal is not approved, the reason(s) will be communicated to the applicant by the Superintendent.

(g) Employees participating in Summer Incentive Programs shall sign a supplemental agreement with the district.

(h) Employees will be compensated at $120.00 per day.

(i) Employees unable to completely fulfill the terms of a Summer Incentive Program will be compensated for only that portion of the program, which was completed.

(j) Subsequent participation in this program requires a satisfactory performance rating in the previous year's program as determined by the administration.

(k) Work contribution day is defined as eight (8) working hours.

(l) The Superintendent and the Summer Incentive Program Committee will evaluate the program by October 10 of each year and the Superintendent will present the information to the School Board.

BLOOMSBURG AREA EDUCATION ASSOCIATION

2006 - 2007 SALARY SCHEDULE

STEP	BS	BS + 24	MS	MS + 15	MS + 30	DOC
1	$34,060	$34,821	$35,581	$36,343	$37,105	$37,866
2	$35,024	$35,776	$36,584	$37,360	$38,113	$38,863
3	$35,458	$36,198	$37,052	$37,843	$38,586	$39,323
4	$35,900	$36,629	$37,520	$38,325	$39,060	$39,787
5	$36,458	$37,186	$38,125	$38,952	$39,687	$40,410
6	$37,265	$37,994	$38,985	$39,834	$40,572	$41,295
7		$39,316	$40,371	$41,257	$42,007	$42,740
8		$40,609	$41,725	$42,645	$43,407	$44,148
9		$41,875	$43,052	$44,008	$44,782	$45,532
10		$43,172	$44,413	$45,403	$46,189	$46,948
11		$44,468	$45,773	$46,797	$47,595	$48,364
12		$46,630	$48,030	$49,113	$49,941	$50,738
13		$48,447	$49,923	$51,054	$51,906	$52,718
14		$50,987	$52,567	$53,763	$54,646	$55,821
15		$53,644	$55,332	$56,596	$57,514	$58,390
16		$56,874	$58,666	$60,006	$60,980	$61,910

Exhibit A

BLOOMSBURG AREA EDUCATION ASSOCIATION

2007 - 2008 SALARY SCHEDULE

STEP	BS	BS + 24	MS	MS + 15	MS + 30	DOC
1	$34,242	$35,018	$35,794	$36,571	$37,348	$38,125
2	$35,026	$35,792	$36,617	$37,408	$38,176	$38,941
3	$36,021	$36,776	$37,647	$38,454	$39,212	$39,964
4	$36,456	$37,400	$38,309	$39,129	$39,879	$40,621
5	$36,898	$37,900	$38,858	$39,702	$40,452	$41,189
6	$37,511	$38,455	$39,465	$40,332	$41,085	$41,822
7		$39,704	$40,779	$41,683	$42,448	$43,196
8		$41,073	$42,210	$43,149	$43,926	$44,682
9		$42,414	$43,613	$44,589	$45,379	$46,144
10		$43,736	$45,003	$46,012	$46,814	$47,587
11		$45,058	$46,390	$47,434	$48,248	$49,032
12		$47,264	$48,692	$49,797	$50,641	$51,454
13		$49,117	$50,622	$51,776	$52,645	$53,474
14		$51,708	$53,320	$54,539	$55,440	$56,639
15		$54,417	$56,140	$57,429	$58,365	$59,259
16		$58,012	$59,840	$61,207	$62,201	$63,150

Exhibit B

BLOOMSBURG AREA EDUCATION ASSOCIATION

2008 - 2009 SALARY SCHEDULE

STEP	BS	BS + 24	MS	MS + 15	MS + 30	DOC
1	$34,682	$35,573	$36,364	$37,157	$37,949	$38,742
2	$35,281	$36,163	$37,004	$37,811	$38,594	$39,365
3	$36,196	$37,066	$37,954	$38,777	$39,551	$40,318
4	$37,140	$38,052	$38,979	$39,816	$40,581	$41,338
5	$37,590	$38,766	$39,743	$40,603	$41,368	$42,120
6	$38,116	$39,432	$40,462	$41,345	$42,114	$42,866
7		$40,552	$41,650	$42,572	$43,351	$44,114
8		$41,929	$43,089	$44,047	$44,839	$45,610
9		$43,316	$44,540	$45,535	$46,341	$47,121
10		$44,666	$45,957	$46,987	$47,804	$48,594
11		$46,014	$47,372	$48,438	$49,267	$50,067
12		$47,964	$49,420	$50,547	$51,409	$52,237
13		$50,253	$51,789	$52,966	$53,852	$54,698
14		$52,796	$54,441	$55,685	$56,603	$57,826
15		$55,560	$57,317	$58,632	$59,587	$60,499
16		$59,307	$61,171	$62,566	$63,579	$64,547

Exhibit C

BLOOMSBURG AREA EDUCATION ASSOCIATION

2009 - 2010 SALARY SCHEDULE

STEP	BS	BS + 24	MS	MS + 15	MS + 30	DOC
1	$35,001	$36,055	$36,863	$37,673	$38,483	$39,293
2	$35,609	$36,657	$37,517	$38,341	$39,142	$39,765
3	$36,238	$37,381	$38,288	$39,129	$39,920	$40,704
4	$37,196	$38,488	$39,436	$40,291	$41,073	$41,846
5	$38,153	$39,628	$40,576	$41,455	$42,237	$43,006
6	$38,687	$40,349	$41,351	$42,254	$43,040	$43,808
7		$41,343	$42,515	$43,457	$44,304	$45,083
8		$42,500	$43,736	$44,715	$45,825	$46,613
9		$44,018	$45,319	$46,516	$47,339	$48,137
10		$45,497	$46,817	$48,069	$48,855	$49,662
11		$46,975	$48,363	$49,552	$50,350	$51,168
12		$48,968	$50,456	$51,708	$52,539	$53,385
13		$51,308	$52,878	$54,181	$55,036	$55,900
14		$53,907	$55,587	$57,459	$58,348	$59,597
15		$56,732	$58,527	$60,471	$61,397	$62,329
16		$60,582	$62,516	$63,941	$64,977	$65,967

Exhibit D

BLOOMSBURG AREA EDUCATION ASSOCIATION

2010 - 2011 SALARY SCHEDULE

STEP	BS	BS + 24	MS	MS + 15	MS + 30	DOC
1	$35,526	$36,474	$37,303	$38,134	$38,964	$39,795
2	$36,143	$37,392	$38,273	$39,119	$39,940	$40,579
3	$36,782	$38,134	$39,064	$39,927	$40,738	$41,542
4	$37,554	$38,970	$39,942	$40,819	$41,620	$42,413
5	$38,575	$40,138	$41,111	$42,012	$42,814	$43,602
6	$39,567	$41,377	$42,406	$43,331	$44,137	$44,925
7		$42,398	$43,599	$44,565	$45,434	$46,233
8		$43,584	$44,851	$45,855	$46,993	$47,801
9		$45,141	$46,475	$47,702	$48,546	$49,365
10		$46,657	$48,011	$49,295	$50,101	$50,928
11		$48,173	$49,597	$50,816	$51,634	$52,472
12		$50,217	$51,743	$53,027	$53,878	$54,747
13		$52,616	$54,226	$55,562	$56,439	$57,326
14		$55,281	$57,005	$58,924	$59,836	$61,117
15		$58,178	$60,020	$62,013	$62,963	$63,918
16		$62,143	$64,126	$65,588	$66,651	$67,665

Exhibit E

ARTICLE XX

DURATION OF AGREEMENT

Section 20.01 This Agreement shall become effective the 1st day of July, 2006 and shall continue in effect until the 30th day of June, 2011. It shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by such time as would permit the parties to comply with the collective bargaining schedule established under the Public Employee Relations Act. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Section 20.02 IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary on the 5th day of February, 2007.

BLOOMSBURG AREA SCHOOL DISTRICT

BY: _____
President

BY: _____
Secretary

BLOOMSBURG AREA EDUCATION ASSOCIATION

BY: _____
President

BY: _____
Secretary