

Collective Bargaining Agreement

between

Bradford Area Education Association

and

Bradford Area School District

July 1, 2009 - June 30, 2013

TABLE OF CONTENTS

PAGE

PREAMBLE **1**

ARTICLE I **Recognition** **1**

ARTICLE II **Negotiating a Successor Agreement** **2**
A. Opening Negotiations and Negotiation Teams 2
B. Negotiations Procedure 2

ARTICLE III **Professional Grievance Procedure** **3**
A. Definitions 3
B. Procedures for Initiation &Processing of Prof. Grievances 4
C. General Provisions 7

ARTICLE IV **Rights of Professional Employees** **8**
A. Evaluation of Students 8
B. Academic Freedom 9
C. Professional Assignments 9
D. Evaluation of Teachers 10
E. Discipline of Teachers 10
F. Protection of Teachers 11
G. Just Cause 11
H. Furloughing of Employees and Seniority 11

ARTICLE V **Teacher Work Year** **13**
A. Determination of Days 13
B. Early Student Dismissal Days 13
C. Flex Time 14
D. Teacher-Parent Interaction 14
E. Professional Responsibility for Curriculum Implementation 15
F. Teacher Access Program 15

ARTICLE VI **Teaching Hours** **16**
A. Secondary 16
B. Elementary 16
C. Normal Pupil Day 17

ARTICLE VII **Salaries** **17**
A. Base Salaries 17
B. Step Placement 17

C. Column Placement 18
D. Column Movement/Definitions 18
E. Entry Level Salaries 19
F. Fulltime/Part-time 19
G. Instructional Hourly Rates 19
H. Pay Periods 20

ARTICLE VIII Leaves of Absence 20
A. Sick Leave 20
B. Unused Sick Leave 21
C. Sick Leave Bank 21
D. Funeral Leave 23
E. Accidental Injury 24
F. Personal Leave 24
G. Emergency or Hardship Leave of Absence 25
H. Legal Leave 25
I. Child-bearing/Child-rearing Leave of Absence 25
J. Family and Medical Leave (FMLA) 28
K. Miscellaneous Leaves of Absence 29
L. Professional Development & Sabbatical Leaves for Restoration Of Health 29

ARTICLE IX Benefits 29
A. Tuition Reimbursement 29
B. Certification Maintenance 31
C. Hospitalization 31
D. Life Insurance 35
E. Mileage 35
F. Driving Students 35
G. Game Admission 35
H. Early Retirement 35

ARTICLE X Maintenance of Membership 37
A. Provision 37
B. Membership Dues Deduction 37
C. Fair Share 38
D. Association Leave 38
E. Publication of Resignations and Leaves of Absence 38

ARTICLE XI Student Conduct and Deportment 38

ARTICLE XII Miscellaneous Provisions 39
A. Statutory Savings 39
B. Separability 39
C. Printing of Agreement 40
D. No Strike/No Lockout 40
E. Duration and Successor Agreement 40
F. Non-Discrimination 40
G. Meet and Discuss Procedures 41
H. Modification of Agreement 41

ARTICLE XIII Substitute Employees 42

ARTICLE XIV Notice 43

ARTICLE XV Ratification 44

APPENDIX A Salary Schedules 45

Salary Schedules

TABLE A-1 Bachelor's Degree 45

TABLE A-2 Master's Degree/Master's Equivalency 46

TABLE A-3 Master's Degree +12 Graduate Credits 47

TABLE A-4 Master's Degree +24 Graduate Credits 48

TABLE A-5 Master's Degree +36 Graduate Credits 49

TABLE A-6 Doctorate Degree 50

Salary Policies

TABLE B 51

EXHIBIT A Health Insurance Coverage Election

Health Insurance Coverage Election Form 55

Cobra Continuation of Coverage 57

PREAMBLE

This Agreement is entered into as of the 1st day of July 2009, by and between the Bradford Area School District Board of School Directors of Bradford Pennsylvania, its successors or assigns, hereinafter called the "Board," and the Bradford Area Education Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement. In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I
RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective bargaining for all regular full-time professional employees and all regular part-time professional employees included in the bargaining unit as certified and determined by the Pennsylvania Labor Relations Board. A copy of said determination is attached hereto and made a part hereof, as surely as though the same were set forth herein in length.

A full-time professional employee by definition for this Agreement will include any part-time professional employee employed fifty percent (50%) or more of the regularly scheduled work week.

Any teacher holding a contract for at least fifty per cent (50%) of the regularly scheduled work week, or more, will receive salary and fringe benefits at least at the per cent of his/her teaching time. Retirement benefits to be in accordance with the School Code.

Unless otherwise indicated, the term teacher, when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the unit as defined above.

ARTICLE II

NEGOTIATING A SUCCESSOR AGREEMENT

A. Opening Negotiations and Negotiation Terms

1. Upon written request by either party on or before December 1 of the year preceding the expiration of the Agreement for a meeting to open negotiations on a successor Agreement, a mutually acceptable meeting place and date shall be set, no later than January 10 of the year of the expiration of the Agreement for the initial meeting and exchange of proposals.

2. Designated representatives of the Board and designated representatives of the Association shall meet for the purpose of effecting a mutual exchange of proposals and counter proposals in an effort to negotiate and reach mutual agreement on wages, hours and other terms and conditions of employment and for such revisions of this Agreement as may be deemed necessary or advisable.

B. Negotiations Procedure

1. Issues proposed for discussion by either or both parties will be submitted in writing and exchanged at the initial meeting.

2. Discussions will be limited at subsequent meetings to those issues exchanged at the initial meeting, except new issues developing out of those initially proposed may, upon mutual agreement, be introduced.

3. Both parties shall furnish reasonable, available and public information pertinent to the subjects under discussion or consideration.

4. Either party, at its own expense, may call upon consultants for advice and assistance.

5. When agreement is reached, the new Agreement shall be first ratified by the Association and secondly by the Board. A joint announcement of the ratified contract will be made.

6. If an impasse results, procedures as outlined in Act 88 of 1992 and/or Act 195 of 1970, as amended, will be followed.

ARTICLE III
PROFESSIONAL GRIEVANCE PROCEDURE

The purpose of the Professional Grievance Procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise concerning the application of this Agreement.

The procedure is a written and orderly method available for pursuit of redress from any alleged grievance and as such is designed to assure freedom of two-way communication through recognized channels between professional employees, administrators and the Board. All parties agree that any proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

A. Definitions

1. "Grievance" shall mean a complaint by a professional employee, or a group of the same, that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

2. "Professional employee" shall mean any employee (temporary or tenured) represented by the Association in the bargaining unit.

3. "Aggrieved person(s)" shall mean the person or persons making the complaint.

4. "Party(ies) in interest" shall mean the person or persons making the complaint and any person who might be required to take action or against whom action might be taken to resolve the complaint.

5. "Professional Rights and Responsibilities Committee" (hereinafter called the PR&R Committee) shall mean the committee constituted by the Association to administer this procedure on its behalf.

6. The term "days" when used in this procedure shall mean, except where otherwise indicated, working school days; thus, weekend, holiday or vacation days are excluded.

7. The term "Grievance Representative(s)" shall mean those persons selected and certified by the Association to assist in the initiation and administration of the grievance procedure. The Board shall recognize a grievance representative in each school building and a representative to serve those professional employees who travel from building to building to fulfill their teaching responsibilities.

B. Procedures for Initiation and Processing of Professional Grievances

1. Step One: Supervisor

   a. A professional employee with a complaint will first discuss it with his/her immediate supervisor within fifteen (15) days of the occurrence which gave rise to the grievance or when the grievant or Union should have reasonably known of the alleged occurrence.

   b. If the complaint is not resolved informally within five (5) days, it shall be reduced to writing and presented in duplicate to the building principal within the following three (3) days. Within five (5) days, the building principal shall render a decision in writing and present it to the person initiating the grievance.

2. Step Two: Superintendent

   a. If the aggrieved person is not satisfied with the written decision at the conclusion of Step 1 and wishes to proceed further under this grievance procedure, s/he shall within five (5) days present the grievance to the PR&R Committee for its consideration.

   b. If the PR&R Committee decides that the grievance lacks merit, it shall so notify the aggrieved person and the grievance representative. If the PR&R Committee determines that the grievance has merit, then it shall file a written appeal of the decision at Step 1 with the superintendent within five (5) days after the written decision has been received by the PR&R Committee. Copies of the Step 1 written decision shall be submitted with the appeal.

c. Within five (5) days after receipt of the appeal, the superintendent, or his/her representative, shall hold a meeting with the aggrieved person and the PR&R Committee, or its representative, and other parties in interest deemed necessary to resolve the grievance.

d. The superintendent shall render a decision in writing to the PR&R Committee within five (5) days after the conclusion of the meeting.

e. A professional employee may pursue a grievance not considered to have merit by the PR&R Committee through the Step Two of the grievance procedure on his/her own without legal counsel. However, a PR&R observer may be present at all subsequent meetings.

f. Initiation of Group Grievances

Grievances involving more than one professional employee need only be processed by one, provided employees affected wishing to so file co-sign the grievance.

3. Step Three: Board of Education

a. If the grievance is not considered satisfactorily resolved with the decision at Step 2, the PR&R Committee shall file an appeal in writing with the Board within five (5) days after receiving the decision made at Step 2.

b. At the next Board meeting, but no longer than thirty (30) calendar days after receipt of an appeal, the Board, or a committee designated by the Board, shall hold a hearing on the grievance. The hearing shall be conducted in executive session and shall be held with the aggrieved person and/or the PR&R Committee, or its representative, and all other parties in interest.

c. Within five (5) days after the conclusion of the hearing, the Board shall render a decision, in writing, on the grievance.

4. Step Four: Arbitration

a. If the grievance is not considered satisfactorily resolved with the decision at Step 3, and the Association determines that the grievance has merit, it may submit the grievance to arbitration by written notice to the Board within ten (10) days of the decision at Step 3.

b. Within five (5) days after such written notice of submission to arbitration, the Board and the Association will attempt to agree upon a mutually acceptable arbitrator, competent in the area of the grievance, and shall obtain a commitment from said arbitrator to serve. If the parties cannot voluntarily agree upon the selection of an arbitrator, the parties shall notify the Bureau of Mediation of their inability to do so. Each party shall alternately strike a name from the list of arbitrators until one name remains. The Board shall strike the first name. The person remaining shall be the arbitrator.

c. Should either party request a transcript of the proceedings, then that party shall bear the full costs for that transcript. Should both parties order a transcript, then the cost of the two transcripts will be divided equally between the parties.

d. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative or alters the terms of this Agreement.

e. The decision of the arbitrator shall be final and binding upon all parties.

f. The costs of arbitration shall be shared equally by the parties in interest.

g. Any decision of an arbitrator requiring legislation will only be effective if such legislation is enacted.

C. General Provisions

1. Since it is important that grievances be processed as rapidly as possible, the time limits (the number of days indicated at each Step) should be considered a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual written agreement.

2. In the event a grievance is filed after May 15th of any year, with strict adherence to the time limits possibly resulting in hardship to any party, the Board and Association respectively shall use their best efforts to process such a grievance prior to the end of the school term or as soon thereafter as possible by appropriately reducing the specified time limits.

3. Nothing herein contained will be construed as limiting the right of any individual professional employee having a grievance to pursue the grievance through the normal grievance procedure or to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted with the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement, and provided further that the Association has been given an opportunity to be present at such adjustment.

4. Failure at any Step of the procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next Step. Failure at any Step of this procedure to appeal a grievance to the next Step within the specified time limits shall be deemed to be acceptance of the decision rendered at that Step and shall constitute a waiver of any future appeal concerning the particular grievance.

5. All documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and shall be marked confidential, provided that those documents, communications, and records concerning grievances involving employee discipline, dismissal, reprimand, suspension or termination shall become part of the personnel file of the employee. In the event that a grievance is resolved totally in favor of a teacher, or if the Association withdraws the grievance, no grievance document shall become a part of the personnel file of the employee.

6. No reprisal will be taken against any of the participants for their participation in the processing of a grievance under this procedure.

7. All resources of the Pennsylvania State and National Education Associations may be utilized by the Association or the individual, and all resources of the Pennsylvania School Boards Association, American School Boards Association and the Negotiations Consultation Agency with which the Board is affiliated may be utilized by the Board during the grievance procedure for advice and/or research, but no legal counsel shall enter into or participate in the grievance procedure prior to Step 4 - Arbitration.

8. The Association and the Board will furnish, upon request, such information as is necessary for the processing of any grievance.

9. The preparation and processing of grievances shall be conducted after the hours of employment.

10. The parties agree that only the chairman of the PR&R Committee may file a general grievance in the name of the Association and, when co-signed by the president of the Association, the grievance may be entered into the grievance procedure at Step 2.

11. Except as otherwise provided in Step 1, an aggrieved person and/or any party in interest shall have the right at all stages of the grievance procedure to question all witnesses, to testify and to call witnesses on his/her behalf.

12. Only the Association may submit a grievance to Arbitration.

ARTICLE IV

RIGHTS OF PROFESSIONAL EMPLOYEES

A. Evaluation of Students

The teacher shall have the right and responsibility to determine grades and other evaluations of student progress. Instructional assessments up until the final grade are considered curricular in nature and therefore subject to evaluation by the administration.

1. Teachers will align curriculum and evaluations with the Pennsylvania Standards. Teachers who have the same class assignments (ex: Algebra I, basic level or English 9, general track) will align class content and evaluations for similarity between classes.

2. Should a dispute of grades occur, a committee comprised of the superintendent (or his/her designee), a representative of BAEA (determined by BAEA), and a third (3rd) person agreed upon by the superintendent and the BAEA representative will determine the merit of the situation. This committee will have the ability to change a student's grade upon review of the circumstances and the justification of the involved teacher. If the committee deems that a changing of the grade is reasonable, the committee or a committee member will meet with the appropriate teacher to explain the determination. At the request of the teacher, the rationale will be reduced to writing by the committee.

The BAEA representative and the third (3rd) party members will be determined on a yearly basis.

B. Academic Freedom

The Board and the Association agree that academic freedom must include the requirement that teachers follow curriculum guides, present all sides of controversial issues and be subject to supervision.

C. Professional Assignments

1. Notification of Teaching Assignment

   All teachers shall be given written notice of their teaching assignment for the forthcoming year no later than the preceding first day of July. In the event that changes in such assignments are proposed, all teachers affected shall be notified promptly.

2. Involuntary Transfers

   Involuntary transfers will not be made for arbitrary or capricious reasons.

D. Evaluation of Teachers

Evaluation of teachers is the responsibility of the Board. Evaluations will be conducted in accordance with the Public School Code of 1949, as amended and the regulations issued by the Pennsylvania Department of Education.

All observations or evaluations shall be performed only by properly certified persons, authorized to rate or evaluate by the School Code of 1949, as amended.

Employees shall be given a copy of any class visit or evaluation report prepared by the evaluator. Such copy will be provided not later than two days prior to the conference to discuss it. A conference between the observing administrator and the employee will be held within two weeks of the observation unless a different schedule is agreed upon by both parties. A mutually agreeable conference date and time to discuss the report will be scheduled. The employee shall have the right to submit a written response to the evaluation, which shall be attached to the file copy. The teacher, upon request, shall be entitled to additional classroom and/or observation conferences.

With agreement of both the tenured teacher and the supervisor, the number of classroom observations may be reduced to one in case of obvious distinguished performance by tenured teachers.

Any evaluation, which is less than satisfactory, must be accompanied by written specific recommendations for improvement with a commitment for direct assistance in implementing such recommendation.

No report shall be submitted to the central office, placed in the employee's file, or be otherwise acted upon without prior conference with the employee.

E. Discipline of Teachers

Any discipline administered by a supervisor, administrator or Board member relating to a teacher and his/her instructional methodology shall be made in confidence and not in the presence of students, parents or other public gatherings.

F. Protection of Teachers

The Board shall render such assistance as it deems advisable to any teacher who is physically assaulted in the performance of his/her duties other than in those instances when the teacher is negligent or careless. It is the intent of the Board to compensate teachers for loss or damage to personal property incurred as a consequence of being physically assaulted in the performance of their duties.

When teacher absence occurs as the result of injury sustained in such physical assault and is attested to by a physician, the Board shall provide a period of leave with pay not chargeable to the teacher's personal leave, emergency leave or mandated sick leave unless there is teacher negligence or carelessness. The amount paid by the Board shall be the difference between the teacher's regular salary and the amount paid under Workmen's Compensation insurance. Such period of leave shall be up to thirty (30) days as necessary and may be extended at the option of the Board.

G. Just Cause

No employee shall be disciplined, reduced in rank or compensation or discharged without just cause, just cause being interpreted consistent with the Public School Code.

The Board and/or its representatives will not act in an arbitrary or capricious manner toward any member of the bargaining unit.

H. Furloughing of Employees and Seniority

1. Furlough Application

If a reduction in staff becomes necessary, the reduction shall be based on seniority in accordance with applicable law.

2. Continuation of Insurance

A furloughed employee shall be continued in the Blue Cross, Blue Shield, Blue Cross Major Medical program for ninety (90) calendar days beyond the normal expiration date of this benefit; provided that the employee has not found full-time employment, and further provided that the employee continues his/her portion of the contribution. If, at the end of

ninety (90) calendar days, the employee still has not secured full-time employment, he/she may elect to continue in the hospitalization plan in accordance with applicable Federal legislation.

3. Seniority

Seniority means the total length of continuous service with the District commencing from the first date of service ("start date") as a temporary professional employee or professional employee. Seniority shall accrue during all periods of approved leaves of absence and during furlough, provided however that nothing contained herein shall obligate the District to rehire temporary professional employees who are not renewed prior to obtaining tenure. Part-time employees shall accrue seniority on a pro rata basis provided, however, that if a full-time employee is furloughed to a part-time job assignment, he/she shall continue to accrue seniority as a full-time employee.

In the event that two or more employees have equal seniority, the tie in their seniority shall be broken by chance as mutually determined by the District and the Association provided, however, that if one or more of the employees with equal seniority has rendered service as a long-term substitute employee for a minimum of one (1) full semester immediately prior to his/her hire as a temporary professional or professional employee, said substitute service shall be used to break equal seniority.

The District shall post a seniority list on or before November 1 of each school term. Employees shall have sixty (60) days to challenge their start date from the date when said start date is initially posted by the District. Absent any challenge from an employee, the District and the employee shall be bound by the initially posted start date of each employee.

ARTICLE V
TEACHER WORK YEAR

A. Determination of Days

The 188 day professional work year shall contain the following provisions:

1. Two flex days, as set forth in Paragraph "C," below.

2. Five district scheduled in-service days. All of the in-service days will be completed by October 31st of each school term. The superintendent may reserve one (1) day for later if use if unusual circumstances prevent the completion before October 31st.

3. Early student dismissal days to be scheduled throughout the school term, as set forth in Paragraph "B," below. The number of early student dismissal days per school term shall be five (5). Early dismissal days will be scheduled on the last day of each marking period. If there are fewer than five (5) marking periods, the remaining early dismissal days will be scheduled by the Association.

4. One clerical day. Teachers will use one day prior to the start of the student year for the purpose of room, record, and other necessary preparations in the opening of the school term. This day is not to be scheduled with administrative meetings and in service training.

B. Early Student Dismissal Days

Early student dismissal days shall count as full work days for professional staff. Activities for such days shall be teacher-determined provided that they comply with the guidelines of the Basic Education Curriculars, 24 P.S. §15-1504, issued March 24, 2000.

1. Parent-teacher meetings

2. Curriculum planning and development

3. Long-range planning

4. In-service programs dealing with new subjects or activities having an impact on the educational program

5. Dismissal at the start of the school year of a partial group of kindergarten students while an orientation program is being conducted for another part of the group of current year kindergarten students

6. Administration of the Professional Development Assistance Program assessment

7. Evaluation of graduation projects

C. Flex Time

There shall be two (2) flex days during each school year of 188 days (for the purposes of this section only, school year shall correspond to the respective fiscal year, e.g., July 1 through June 30). Such flex time shall be constructed in half (½) day blocks of time, and appropriate topics shall be developed through the Act 48 Committee. Staff members shall be eligible to select from a range of programs and dates throughout the school year, but each employee must meet the requirements of a minimum of two (2) full flex days during the respective fiscal year. Sick or personal leave may not be utilized in meeting the flex time requirements.

Each block of flex time will be three (3) hours in length, unless the employee consents to work a lesser number of hours as a component of a block. The four (4) blocks of flex time may be scheduled one (1) or two (2) a day with an appropriate break for lunch. Employees shall have the option of proposing projects to the Act 48 Committee to discharge their obligation to work all or a portion of the blocks of time. Act 48 Committee approval is required for such projects. Employees not electing to propose projects to the Act 48 Committee shall attend blocks of flex time scheduled by the Act 48 Committee.

Hours accrued for flex time will be construed and recorded as hours for Act 48 credit if the activity meets the requirements of Act 48.

D. Teacher-parent interaction

Three (3) blocks of time (two hours each) may be required of employees by the District for evening parent/teacher interaction activities. There will be at least one (1) Open House Night or event in lieu of Open House Night per school term. The remaining two (2) blocks of time may be required of

employees for other evening activities identified by the District designed to promote teacher/parent interaction. No past practice shall be created in the event that the District fails to require employees to work evening blocks of time. Teachers who are precluded from performing this service by virtue of a conflicting assignment assigned by the District (coaching, attending a conference, etc.) shall be excused by the superintendent.

E. Professional Responsibility for Curriculum Implementation

Teachers will assume responsibility to implement, evaluate, modify and maintain a rigorous curriculum program established by Board policy with professional staff input and as directed by the Administration. Such responsibility will consist of attendance at a maximum of five (5) two-hour blocks of District-scheduled after-school meetings per school term, on an as-needed basis, unless otherwise agreed to by employees and the District/Administration.

F. Teacher Access Program

Throughout the school year, teachers will contact parents/guardians of students in instances when a parent/guardian contact is requested via the Teacher Access Program. Through the Teacher Access Program, the District, at the beginning of each semester, and when a resupply is requested, will provide parents/guardians with a quantity of self-addressed postcards. Parents/guardians desiring contact with their child's teachers may indicate a desire to be contacted. Parents/guardians will be requested to provide home and work telephone numbers where they can be contacted by District teachers. Coincident with the receipt of any postcard requesting teacher contact, the District will forward the same to the teacher connected with the parental/guardian request. Within ten (10) working days of receiving a request for parental/guardian contact, teachers shall provide summary information to his/her principal on a form provided by the District relevant to the parent/guardian contact or attempts made to contact the parent/guardian.

ARTICLE VI
TEACHING HOURS

A. Secondary

1. The teacher day shall consist of one (1) hour more than the normal pupil day, as defined herein.

2. Teachers shall be in the classroom or homeroom unless assigned other responsibilities, or performing other duties related to their work responsibilities.

3. The Board agrees to provide five (5) periods per week to secondary teachers for preparation. However, it is understood that when substitutes are not available, teachers may be required, on an equitable basis, to cover for absent teachers using a preparation period. In the event that a teacher is assigned by a principal to cover for an absent teacher, which assignment results in the teacher having less than five (5) preparation periods in that week, the teacher will be compensated at the rate of $19.00 per lost preparation period beginning with the second lost preparation period each semester which results in the teacher having less than five (5) preparation periods in that week.

4. The time at which the pupil day begins and ends will be designated for each building. The beginning and ending of the pupil day may be varied due to extenuating circumstances.

B. Elementary

1. The teacher day shall consist of one (1) hour more than the normal pupil day, as defined herein. Alternate arrangements may be made in the respective schools by mutual agreement.

2. Teachers shall be in the classroom or homeroom unless assigned other responsibilities, or performing other duties related to their work responsibilities.

3. The Board will provide two hundred (200) minutes per week to elementary teachers for preparation. It is understood, however, that when substitutes are not available, teachers may be required, on an equitable basis, to cover for absent teachers using

preparation time. In the event that a teacher is assigned by a principal to cover for an absent teacher which assignment results in the teacher having less than two hundred (200) minutes for preparation in that week, the teacher will be compensated at the rate of $19.00 per lost preparation period beginning with the second lost preparation period each semester which results in the teacher having less than two hundred (200) minutes for preparation in that week.

4. The time at which the pupil day begins and ends will be designated for each building. The beginning and ending of the pupil day may be varied due to extenuating circumstances.

C. Normal Pupil Day

The normal pupil day is defined as 6¾ hours including lunch.

ARTICLE VII
SALARIES

A. Base Salary

The base salaries for bargaining unit members for the 2009-10 through 2012-13 contract years are set forth in Appendix A attached hereto and made a part of this Agreement. The salary schedules listed in Appendix A shall supersede and replace all previous salary schedules.

B. Step Placement

The criteria used to determine the salary of a bargaining unit member shall be the proper step and category of educational achievement or certification. It is agreed that the step used for salary determination for the 2008-09 contract year shall be regarded as the proper step for each bargaining unit member employed that year and that each bargaining unit member shall advance on subsequent salary schedules in accordance with the step placement chart herein attached.

C. Column Placement

Bargaining unit members shall be placed in a column on the appropriate salary schedule in accordance with the degree and/or certification (Master's degree equivalency) held. All bargaining members shall remain at the current categorization until they have provided sufficient evidence to the chief school administrator that their placement should be adjusted accordingly. Such evidence shall consist of an official transcript, certificate or District records evidencing completion of course work in the field of education or related to the field of education. When this evidence is presented prior to October 31, the bargaining unit member will receive the appropriate salary adjustment retroactive to the beginning of the first semester. Similarly, when evidence is presented prior to February 28, the employee will receive the appropriate salary adjustment to the beginning of the second semester beginning in said employee's March paycheck.

D. Column Movement/Definitions

For purposes of initial placement and/or subsequent advancement on the salary schedule, the employee shall have completed course work and/or degrees at a college or university recognized and approved by the Pennsylvania Department of Education and accredited through universally accepted standards and from which the Department of Education will accept course work and/or credits for general certification purposes. The following definitions of categories relating to educational achievement or certification will be used:

1. The term "Bachelor's" appearing in this salary schedule shall apply to any employee who holds a Bachelor's degree and/or a valid teaching certificate.

2. The term "Master's" appearing in this salary schedule shall apply to any employee who shall have successfully completed a program of graduate school studies leading to the issuance of a Master's degree.

3. The term "Master's Equivalency" appearing in this salary schedule shall apply to any employee who shall have successfully completed the Master's Degree Equivalency requirements as prescribed by the Pennsylvania Department of Education.

4. The terms "M+12", "M+24" and "M+36" appearing in this salary schedule shall apply to any employee who falls within the definition of "Master's" as it appears in paragraph 2 above and who shall have acquired twelve (12), twenty-four (24) and/or thirty-six (36) additional graduate credits beyond the Master's degree.

5. The term "Doctorate" appearing in this salary schedule shall apply to any employee who shall have successfully completed a program of graduate school studies leading to the issuance of a Doctor's degree.

E. Entry Level Salaries

The entry level salaries for employees new to the Bradford Area School District shall be negotiable. However, no teacher candidate without experience may be hired at a salary less than Step one (1) or equal to or exceeding Step (2) of the salary schedule. Whenever possible, no newly hired employee shall be placed on a step of the salary schedule higher than that of an employee on the current staff with the same experience and educational achievement provided, however, that teachers or vocational instructors may be given credit for prior work experience in accordance with existing District practice. Thereafter, such employees shall advance in accordance with Article VII (B).

F. Fulltime/Part-time

All teachers regularly working a normal teacher day shall be paid as shown on the salary schedules herein attached. Teachers regularly working less than a normal teacher day shall be paid on a pro rata basis.

G. Instructional Hourly Rates

Professional employees eligible for membership in the bargaining unit who provide homebound instruction, TASK, after-school detention supervisor/monitor, evening school and summer school instructional services for the full term of the Bradford Area Summer School Program shall be paid at the rate of twenty-five dollars ($25.00) in each year of this Agreement and shall receive mileage reimbursement as per this Collective Bargaining Agreement.

Those employees working in the same federally funded program shall be paid a standard rate for comparable work, but not less than the amount stipulated in this Agreement.

H. Pay Periods

Monthly pay checks will be issued normally the 20th day of the month.

ARTICLE VIII
LEAVES OF ABSENCE

Teachers shall be entitled to the following leaves of absence each school year:

A. Sick Leave

1. Sick leave shall be granted and administered according to provisions of the Pennsylvania Public School Code of 1949, as amended, herein adopted, except that a physician's or practitioner's certificate of illness may only be required for absences of four (4) or more continuous days unless there is reasonable cause to expect abuse.

2. Subject to the conditions as prescribed in Paragraph "1" above, and when a professional or temporary professional employee of the Bradford Area School District anticipates that he/she will be temporarily medically disabled and unable to perform his/her duties of employment, such employee shall give, when possible and as soon as possible, advance written notice to the District of the anticipated temporary medical disability. The notice shall be accompanied by a physician's statement which shall specify and substantiate the anticipated beginning and ending date of the disability period.

3. Such employee shall promptly notify the District, in writing, of any anticipated changes in the beginning and ending dates of the disability period. An employee may return to employment prior to the end of the original disability period only in instances where the employee's physician has indicated in writing that it is in the best interest of said employee.

4. The employer will provide a copy of the annual work sheet of leave days used and remaining, if requested by the employee.

B. Unused Sick Leave

Unused sick leave will be valued as shown below at the time that a professional employee retires. All money will be made available to the employee through the employee's 403b account to be paid on the nearer of the two following dates following such retirement: August 20th or February 20th; alternately, the employee may arrange to receive such benefit in two equal increments on a mutually acceptable schedule using the same aforementioned dates for the payments. Directly receiving cash will not be an option.

Only those days of unused sick leave accumulated for service in the Bradford Area School District will be considered for this purpose.

Payment of accumulated unused sick leave days will be reimbursed as follows:

1 – 100 days	All days will be worth $35/day
101 – 150 days	All days will be worth $40/day
151 – 200 days	All days will be worth $50/day
201 – 250 days	All days will be worth $75/day
251 - +	All days will be worth $100/day

Example: If an employee retires with 95 accumulated days, the total value of unused leave is $3,325 (95 X 35 = 3,325). If an employee retires with 145 accumulated days, the total value of unused leave is $5,800 (145 X 40).

C. Sick Leave Bank

The Bradford Area Education Association may establish a sick leave bank for teachers under the following conditions:

1. The sick leave bank shall operate on a school year (July 1-June 30) basis.

2. Teachers must join the sick leave bank each year by October 1. A newly hired teacher may join the sick leave bank within thirty (30) days from the first day of work.

3. There will be a twenty (20) day waiting period after the date of enrollment to receive days from the sick leave bank.

4. Only teachers who contribute to the sick leave bank may receive days from the sick leave bank.

5. Teachers can contribute a maximum of two (2) days of sick leave upon enrolling in the Sick Leave Bank. In addition, teachers may contribute a maximum of two (2) days of sick leave each school year in the event the Bradford Education Association determines that additional days are needed to carry out the purpose of the Sick Leave Bank. The day(s) will be deducted from the teacher's sick leave. The contribution shall be made by completing a Sick Leave Contribution Form and submitting it to the business office.

6. All days contributed to or withdrawn from the sick leave bank must be full days.

7. The maximum number of days that a teacher can receive from the sick leave bank each school year shall be Twenty (20).

8. Sick leave bank days shall only be used for humanitarian reasons for a teacher with an extended serious illness or injury requiring treatment by a physician and/or a hospital admission which results in the teacher's incapacity to perform the teacher's job function. Sick leave bank days shall not be available to a teacher who is accidentally injured while the teacher is engaged in remunerative work unrelated to school district duties.

9. A teacher who has made a contribution to the sick leave bank shall not be allowed to withdraw the contribution and such donation shall be final for all purposes.

10. In order to receive days from the sick leave bank a teacher must have exhausted all sick leave days and personal days.

11. All requests for sick leave days must be in writing and accompanied by a physician's statement that the teacher is unable to perform the assigned duties. If a teacher is incapacitated to such an extent the teacher cannot make a written request, the written request can be made by an agent or member of the teacher's family. Such

application shall be made to a Sick Leave Bank Committee consisting of members of, and selected by the employee organization.

12. Days from the sick leave bank may be granted only for the teacher's extended serious illness or injury. Days may not be granted for a teacher to assist some other person who is sick or ill.

13. All information received in determining whether or not to award days from the sick leave bank shall be confidential and shall not be released to anyone except as required by law.

14. The employee organization agrees to indemnify, save, and hold harmless the employer of and from any and all claims, demands, suits, or other forms of liability at law or equity, including legal fees and court costs, which shall arise out of or by reason of the application of this portion of this Agreement.

D. Funeral Leave

1. Whenever a professional employee shall be absent from duty because of a death in the immediate family of said employee, there shall be no deduction in salary of said employee for an absence not in excess of five (5) school days. Members of the immediate family shall be defined as father, mother, brother, sister, son, daughter, wife, husband, parent-in-law or near relative who resides in the same household, or any person with whom the professional employee has made his or her home.

2. Whenever a professional employee is absent because of the death of a near relative, there shall be no deduction in the salary to said employee for an absence on the day of the funeral. The Board may extend the period of absence with pay at its discretion as the exigencies of the case may warrant. A near relative shall be defined as first cousin, grandfather, grandmother, aunt, uncle, nephew, niece, brother-in-law, sister-in-law, son-in-law and daughter-in-law of employee or spouse.

E. Accidental Injury

An employee who is incapacitated as a result of a Bradford Area School District work related injury or illness and who qualifies for worker's compensation payments may, at his or her discretion, use prorated accumulated sick leave.

The sick leave payments shall be coordinated with the worker's compensation benefits during disability to provide no more than an amount equal to the employee's regular gross salary. The sick leave shall be prorated on a partial day basis when coordinated with worker's compensation benefits.

The purpose of this provision is to allow an employee to maintain his or her regular gross pay through coordination of both accumulated sick leave and worker's compensation. In no event shall such coordination result in a gross salary increase.

An example of the application of this provision would be as follows: Worker's compensation provides a two-thirds (2/3) payment of normal earnings. Sick leave would be prorated on a one-third (1/3) basis to make up the difference between partial and full salary. Ten (10) days accumulated leave would be the equivalent of thirty (30) days of coordinated benefits with worker's compensation.

F. Personal Leave

1. Two (2) days leave of absence with pay will be granted for personal, legal, business, household or family matters which require absence during school hours, providing substitutes are available. Notice to the teacher's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Said notice shall not state the reason for taking such leave other than it is being taken under this Section.

2. Based on two (2) days of leave being granted for each school year, such personal leave may accumulate to a maximum of two (2) days.

   Unused personal leave in excess of the two (2) days maximum will be added to sick leave.

G. Emergency or Hardship Leave of Absence

1. A teacher shall be entitled to two (2) days per school year, with pay, to attend to compelling and unavoidable emergencies that cannot be handled outside school hours.

2. The emergency or hardship leave of absence is non-cumulative.

3. The leave of absence is intended to cover, but is not limited to, the following types of unavoidable absences:

    a. Legal business requiring personal attention

    b. College graduation of the teacher's child

    c. Serious family emergency

4. A written request for leave shall be made to the superintendent at least three (3) days in advance, if possible. When it is not possible to comply with this provision, verbal approval must be secured from the superintendent, or in his/her absence the administrative assistant to the superintendent, and a written statement containing the reason for the emergency or hardship leave submitted upon return to duty. The superintendent in turn will issue a written reply to the employee.

H. Legal Leave

Absence for jury duty or on subpoena as a witness in a court case shall be excused. The salary paid by the Bradford Area School District during such absence shall be at the regular rate less the fee paid by the court for such service, exclusive of transportation allowance.

I. Child-bearing/Child-rearing Leave of Absence

1. Child-bearing and child-rearing leaves of absence will be granted to professional employees, subject to the following conditions:

    a. Child-bearing Leave

        1) Child-bearing leave will commence and terminate on dates that are determined jointly by the employee and

the employee's physician. Unused sick leave may be used in accordance with law. A written notice, stipulating such dates, must be submitted to the Board at least thirty (30) calendar days prior to the commencement of the leave.

2) An employee on child-bearing leave will be granted one extension of the leave upon submitting to the Board a written request stipulating the date on which the extended leave will terminate. This request shall be submitted no later than fifteen (15) calendar days prior to the expiration of the current leave.

3) The additional extension will be granted when requested in writing by the employee and recommended by the employee's physician. The term of the extension will not exceed the recommendation of the employee's physician.

4) The combined length of the child-bearing leave and extensions shall not exceed one calendar year.

5) At the conclusion of the leave the Board will return the employee to the position held prior to the leave, if the position exists. If the position does not exist, the Board will offer the employee any other available position for which she is eligible until such time that she can be offered the position held before or one substantially similar to it.

b. Child-rearing Leave

1) Child-rearing leave is applicable in those instances where an employee desires an unpaid leave of absence for the purpose of rearing a child in that period immediately following child-birth or in that period immediately following the legal adoption of a child. A written request stipulating the dates on which the child-rearing leave will begin and terminate must be submitted to the Board by the employee at least fifteen (15) days prior to the start of such leave. This requirement may be waived by the Board due to

extenuating circumstances, e.g., sudden notification by an adoption agency.

2) An employee on child-rearing leave will be granted one extension of such leave upon submitting to the Board a written request, stipulating the date on which such extension will terminate. This request shall be submitted to the Board no later than fifteen (15) calendar days prior to the expiration of the current leave. The combined initial and extended child-rearing leave shall not exceed one calendar year.

3) At the conclusion of the unpaid leave the Board will return the employee to the position held prior to the leave, if the position exists. If the position does not exist, the Board will offer the employee any other available position for which the employee is eligible until such time that the employee can be offered the position held before or one substantially similar to it.

4) A professional employee may request a child-rearing leave for reasons other than those specified in Paragraph "1)" above. Such requests are subject to the discretion of the Board, and, if granted, will be subject to the provisions set forth in the preceding paragraphs of this Section.

2. A professional employee who has been granted a child-bearing leave may request an extension of such leave for the purpose of child-rearing. Such a request for unpaid leave shall be governed by the provisions set forth in Paragraphs "2), 4), and 5)" of Section "I.a. Child-bearing Leave," above.

3. A professional employee may request additional unpaid leave in accordance with the Pennsylvania Public School code of 1949, as amended.

J. Family and Medical Leave (FMLA)

1. An employee shall be eligible for Family and Medical Leave who has been employed:

    a. For at least twelve (12) months by the employer

    b. For at least 1,250 hours of service with the employer during the previous twelve (12) month period

2. The employer shall comply with all requirements of the Family and Medical Leave Act of 1993 (FMLA) and its corresponding regulations.

3. Eligibility for an FMLA leave shall be based entirely on the eligibility criteria established by the FMLA.

4. Medical certification forms shall be required whenever allowed or authorized by provisions of the FMLA.

5. An employee who is entitled to a leave under FMLA shall give the employer thirty (30) days advance notice prior to the leave if the need is foreseeable. When thirty (30) days notice is not foreseeable, the employee shall give notice as soon as practical.

6. For purposes of determining whether an eligible employee under FMLA has exhausted the twelve (12) weeks of leave in any twelve-month period, the district shall utilize a rolling twelve month period measuring backwards from the date the leave is used, to avoid stacking of leave entitlements. The 12-month time frame for use of FMLA time will be computed from the first day the FMLA leave is granted.

7. An eligible employee may elect, or the employer may require the employee, to substitute personal leave or emergency leave of the employee for any part of the twelve (12) week period for leave provided for the following:

    a. Because for the birth of a son or daughter of the employee and in order to care for such son or daughter.

    b. Because of the placement of a son or daughter with the employee for adoption or foster care.

c. In order to care for the spouse, or a son, daughter or parent of the employee, if such spouse, son daughter, or parent has a serious health condition.

8. An eligible employee may elect, or the employer may require the employee, to substitute sick leave, personal leave or emergency leave of the employee for any part of the twelve (12) week period of leave because of a serious health condition of the employee that makes the employee unable to perform the functions of the position of such employee.

K. Miscellaneous Leaves of Absence

Leave of absence with or without pay may be granted by the Board to professional employees in accordance with the provisions of the Pennsylvania Public School Code of 1949, as amended, herein adopted.

L. Professional Development and Sabbatical Leaves for Restoration of Health

Professional Development and/or Sabbatical Leaves for restoration of health will be granted and administered in accordance with the Pennsylvania Public School Code of 1949, as amended, and the provisions specified in this Section "J."

Employees who experience a catastrophic illness, as certified by the District's physician, shall have the option to take a full pay one-half (½) school term medical leave in lieu of a one-half pay full school term medical sabbatical leave, provided that the employee is otherwise eligible for a sabbatical leave and has exhausted his/her sick leave. A catastrophic illness is defined as a life threatening illness which disables an employee for thirty (30) or more consecutive work days.

ARTICLE IX
BENEFITS

A. Tuition Reimbursement

Direct payment for post baccalaureate credits earned by professional employees will be made at the actual cost per credit to a maximum of the stated cost per graduate credit for the same academic year at the Pennsylvania State University.

Maximums listed are on a per credit basis.

Professional employees, to be eligible for reimbursement prior to earning a Masters Degree, must be enrolled in a Masters Degree Program. All graduate course work submitted for reimbursement must be taken at a college or university recognized and approved by the Pennsylvania Department of Education and accredited through universally accepted standards and from which the Department of Education will accept course work and/or credits for general certification purposes. The credits must be taken in education or in the professional employee's field of certification with the following limitations and conditions:

1. Professional employees expecting to pursue graduate work shall notify (Letter of Intent) the superintendent on the proper forms of the number of credits he/she expects to complete during the succeeding school year and the approximate cost of such credits. Such notice (Letter of Intent) shall be submitted on or before April 1 if payment is to be made in the following year.

2. A notice indicating the final date for submitting the form entitled "Letter of Intent to Enroll in Graduate Courses" shall be posted on the bulletin board in each building's main office and the information will be sent to the president of the Association

   Final responsibility for submitting this form on or before the date set forth in paragraph 1 immediately above rests with the professional employee.

3. A maximum of fifteen (15) credits per year will be considered for tuition reimbursement provided, however, that thirty-six (36) credits per year shall be considered for tuition reimbursement for employees on an approved professional development leave for study under Act 66 of 1996 or unpaid leave for purposes of study. The maximum number of credits for which a teacher shall be paid while employed in the Bradford Area School District shall be ninety (90).

4. Payment for credits under this plan, other than those credits earned during the summer term, will be made after the professional employee has satisfactorily completed the requirements of the course and presents a transcript of credits or an official grade

report for the courses from the College or University and a paid invoice to the business office. Summer term credits will be reimbursed in October of the same calendar year, provided that the professional employee is employed by the Bradford Area School District at that time.

5. The tuition reimbursement payments, as mentioned above, shall not be added to the basic salary schedule.

6. Any exceptions to the above will be subject to the approval of the superintendent and the Board.

7. Payment will be limited to actual per credit cost as listed by the college or university and will not include special fees or charges.

8. Credits received through a scholarship, fellowship, grant, fund or association will not be eligible for reimbursement.

9. If the employee does not remain with the Bradford Area School District for one (1) year after each payment, except in cases of retirement, furlough, or death, the employee shall refund the full payment to the Bradford Area School District. The Bradford Area School District may withhold such amount for any payment due to the employee.

B. Certification Maintenance

Professional employees, who must pursue additional certification requirements due to determinations from the federal and state departments of education, shall be reimbursed by the district for all coursework and tests. Reimbursement should not exceed the Penn State Rate. All courses and tests submitted for reimbursement must be recognized and approved by the Pennsylvania Department of Education or the U. S. Department of Education.

C. Hospitalization and Dental Benefits

1. Hospitalization

During the annual enrollment period, employees may elect the healthcare plan of choice. Such choice shall be between the current

indemnity plan or the current preferred provider plan through Highmark Blue Cross Blue Shield.

The Bradford Area School District will contribute up to the equivalent of all but the following listed employee contributions of the premium costs for the Blue Cross, Blue Shield and Blue Cross Major Medical family plan currently in effect. Payment will be made for the professional employee and his/her spouse and dependent children, if any, for the plan in which the employee is enrolled.

2009/2010 – Employees will pay premium contributions of 1.1% of the average teaching salary.

2010/2011 – Employees will pay premium contributions of 1.15% of the average teaching salary.

2011/2012 – Employees will pay premium contributions of 1.2% of the average teaching salary.

2012/2013 – Employees will pay premium contributions of 1.25% of the average teaching salary.

The average teaching salary will be determined by using the salary figures for the start of the new school term. The average salary rate will be calculated not earlier or later than the regularly scheduled August board meeting. Any open positions that exist will be calculated at the Bachelors, Step 1 rate.

The premium contributions, as stated above, will be deducted in the same manner that currently exists.

The following riders will be added to the Blue Cross, Blue Shield and Blue Cross Major Medical hospitalization plan, effective February 1, 1986, and in accordance with the rules and regulations set forth by the insurance carrier:

a. Outpatient same as inpatient diagnostic service,
b. Outpatient chemotherapy,
c. Outpatient pulmonary function, and
d. Major Medical maximum of one million dollars ($1,000,000).

The Gold Card Prescription Service will be added to the Blue Cross, Blue Shield and Blue Cross Major Medical hospitalization plan, effective July 1, 2002, in accordance with the rules and regulations set forth by the insurance carrier.

Effective July 1, 2003, the Major Medical deductible shall be $250/$500.00.

2. Dental

    a. The Bradford Area School District will contribute up to the equivalent of the premium costs for the Basic Blue Shield Dental Program for the regular, full-time employee covered by this Agreement and his/her spouse and dependent children, if any, for the plan in which the employee is enrolled.

    b. The District and the employee will share equally the cost of adding the Basic Supplemental Rider if the employee elects to participate in said program.

    c. In addition to the coverage listed in Paragraphs "a" and "b" above a professional employee may elect to purchase at his/her own expense the Blue Shield Orthodontic Rider and at no expense to the District, provided, however, that all requirements, as set forth by Blue Cross/Blue Shield, continue to be met.

3. Carrier Determination

    Hospitalization/major medical and dental coverage as outlined above will not be altered during the life of this Agreement provided, however, that the parties shall attempt to implement cost savings measures in the procurement of health insurance as follows. The present carrier for hospitalization/major medical and dental insurance is Blue Cross of Western Pennsylvania and Pennsylvania Blue Shield. In the event that the Board should discover a plan of coverage other than the current hospitalization/major medical and dental insurance plans which would provide the same (equal) coverage as the insurance plans then in effect, but at less cost to the District, the Board may recommend such substitute plan to the Association for study. The Association agrees that it will review such substitute plan(s) and, if the Association agrees that such substitute plan(s) would provide the same (equal) coverage, it shall notify the Board thereof. Any such substitute plan(s) mutually

agreed to by the Board and the Association must include the same employee coverage, including dependents, as existed immediately prior to the initiation and implementation of the substitute plan(s), and there shall be no interruption in such coverage between the date the existing plan(s) may be terminated and the substitute plan(s) initiated and implemented.

4. IRC 125 Plan

   The District will make available an Internal Revenue Code § 125 plan as follows:

   a. Premium Contribution

   b. Medical Care, Dental Care, and Vision Care Reimbursement Account with a minimum employee contribution of $120.00 per year and a maximum employee contribution of $3,000 and

   c. Dependent Care Reimbursement Account with a maximum contribution for any Participant of the lesser of (1) the earned income of the Participant, (2) the earned income of the deemed earned income of the Participant's spouse, or (3) $5,000 annually ($2,500) for a married Participant filing a separate income tax return.

5. Waiver of Insurance

   An employee covered by this Agreement may elect to not be covered under the Bradford Area School District Insurance plan if the employee is a dependent on a non Bradford Area School District health insurance plan. If an employee elects not to be covered for the entire fiscal year of January 1 to December 31, the District shall pay the employee the sum of Two Thousand Dollars ($2,000.00) in the last paycheck in December. All amounts required by law will be deducted. An employee must make the election not to be covered by November 15 for the January 1 to December 31 coverage period. An employee must make the written election not to be covered by November 15 for the January 1 to December 31 coverage period. This written election form (Exhibit A) must be submitted to the Director of Human Resources by the close of the day on November 15th of the year preceding the waiver of insurance.

D. Life Insurance

The District will purchase a $55,000 term life insurance policy for each full-time professional employee.

Each regular, full-time professional employee covered by this plan shall have the option to purchase additional insurance with a policy face value of $55,000, provided, however, that the rules and regulations of the insurance carrier are met.

E. Mileage

Professional employees who serve more than one school shall be entitled to receive mileage reimbursement at the maximum allowable IRS rate per mile. Mileage shall be paid from the first school attended to the last school attended the same day. Upon written request payment for mileage may be made on a bi-monthly basis, provided, however, that all such requests must be submitted for payment prior to the end of the respective fiscal year.

F. Driving Students

A teacher shall not be required to drive students to activities which take place away from the school building. However, a teacher may voluntarily do so, with the advance approval of his or her principal or immediate supervisor. He/she shall be compensated for mileage at the rate specified in this Collective Bargaining Agreement herein for the use of his or her own automobile. Teachers are expected to provide their own liability insurance for losses incurred.

G. Game Admission

All full-time professional employees will be entitled to free admission to any home school sponsored athletic contests with the exception of tournaments.

H. Early Retirement

1. Employees, who have a minimum of twenty-five (25) years of service, but not more than thirty-five (35) years of service credited with the PSERS and who have served fifteen (15) consecutive years as a regular,

full-time employee of the District immediately prior to retirement, shall be eligible for the benefits of the District's Early Retirement Incentive Plan upon retirement in the **2012-2013** school year. If an employee reaches his/her 35th year of teaching during the year of the retirement incentive, the employee will still be eligible for the incentive.

2. Employees who retire pursuant to this Early Retirement Incentive Plan shall be eligible for a continuation of the medical/dental insurance coverage until the earlier of the District's expenditure of the amount in premiums set forth below or 10 years from the date of retirement, whichever first occurs.

    a. An employee who retires with 25 or more years but not more than 30 years of credited school service in the PSERS shall be entitled to receive a credit of $22,000.00.

    b. An employee who retires with more than 30 years but not more than 32 years of credited school service in the PSERS shall be entitled to receive a credit of $20,000.00.

    c. An employee who retires with more than 32 years but not more than 35 years of credited school service in the PSERS shall be entitled to receive a credit of $18,000.00.

    d. An employee who retires with more than 35 years of credited school service in the PSERS shall not be entitled to any benefits under this section except as outlined in Article IX, Section H.1.

4. The amount of the monthly payment to be made by the Board shall be determined after deducting from the premium amount the maximum dollar amount of premium assistance provided by the Public School Employees' Retirement System (PSERS), and the maximum dollar amount of payment or reimbursement made by any other state or any federal agency, board, or department under law or regulation.

5. To be eligible for the Plan, employees must notify the District in writing of their intent to retire by April 1, 2013; however, the District may waive this notice requirement on a case-by-case basis without creating a past practice. All retirements shall be effective at the end of the school term.

ARTICLE X

MAINTENANCE OF MEMBERSHIP

A. Provision

The Board agrees that all employees who are presently members of the Association shall be subject to the "maintenance of membership" provision as defined in Article III, Subsection (18) of the Public Employee Relations Act, Act 195, which states, "Maintenance of membership means that all employees who have joined an employee organization or who join the employee organization in the future must remain members for the duration of a collective bargaining agreement so providing with the proviso that any such employee or employees may resign from such employee organization during a period of fifteen (15) days prior to the expiration of any such Agreement."

B. Membership Dues Deduction

1. Deduction from Salary

   The Board agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association and the National Education Association as said members authorize the Board to deduct and transmit such monies by check promptly to the Association. Deductions will be made in ten (10) monthly installments as practicable during the school year.

2. List Supplied to Board

   No later than October 30th, the Association will provide the Board with a list of those employees who have authorized the Board to deduct dues for the Association.

3. Authorization Cards

   The Board will honor such authorization cards pursuant to the maintenance of membership agreement.

C. Fair Share

Effective September 1, 1998 each professional employee who holds a bargaining unit position and who is not a member of the Association shall be required to pay a fair share fee in conformance with the provisions of Act 84 of 1988. The Board and the Association agree to comply with all provisions of Act 84 of 1988. The Association agrees to extend to all professional employees who are not members of the Association the opportunity to become members of the Association. The Association agrees to indemnify the District, its Board, its agents and its employees from any and all litigation, claims, lawsuits, costs and damages arising in any way out of the application and implementation of this fair share provision. Additionally, the Association will defend the Board in any such lawsuit at the expense of PSEA.

D. Association Leave

The Association shall be granted paid leave of up to two (2) days per year for employees to serve as representatives for the purpose of attending divisional, regional, state, or national conferences at the discretion of the employer. Leave shall not be unreasonably denied. Employees shall suffer no loss of salary, benefits, or other contractual advantage to which they are entitled on account of the use of such leave.

E. Publication of Resignations and Leaves of Absence

Professional vacancies shall be published by posting the vacancy on the bulletin board in each building's main office and the information will be sent to the president of the Association.

ARTICLE XI

STUDENT CONDUCT AND DEPORTMENT

A broad policy on student conduct and deportment will be established as will rules and regulations for enforcement as the Board deems necessary. It is the intent of the Board that teachers, students and administrators be informed of these rules and regulations concerning student conduct and deportment.
Enforcement shall mean violations will be dealt with in a fair and equitable manner in accordance with the rules and regulations. The administration has the discretionary power to make exceptions to the rules and regulations under extenuating circumstances. In instances where there is disagreement as to the

existence of extenuating circumstances, the burden of proof rests on the objecting party.

An ad hoc committee will be established to meet and discuss rules and regulations and enforcement thereof pertaining to student conduct and deportment and to make recommendations for changes as needed.

A. The committee will be limited to four (4) representatives from each party. Each party agrees to select those people to represent it who are most qualified to discuss the particular topic.

B. Meetings will be held as needed.

C. Matters concerning student conduct and deportment may be discussed at faculty or small group meetings with building administrators. Problems common to more than one building should be forwarded to the committee.

D. If the Association feels that its recommendations have not been given proper consideration, it may request a meeting with the superintendent and, if necessary, subsequently with a panel consisting of members of the Board.

ARTICLE XII
MISCELLANEOUS PROVISIONS

A. Statutory Savings

Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he may have under the Pennsylvania Public School Code of 1949, as amended, or the Public Employee Relations Act, Act 195, or other applicable laws.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Printing of Agreement

The Board agrees to present copies of this Agreement to all employees within sixty (60) days of ratification by both parties. The cost of printing this Agreement shall be shared equally by the Board and the Association.

D. No Strike/No Lockout

Both parties agree to faithfully abide by the provision of the Pennsylvania Public Employee Relations Act 195 of 1970 and Act 88 of 1992. As a condition of the various provisions of this Agreement, to which the parties have agreed, the Board pledges that it will not conduct or cause to be conducted, a lock-out during the term of this Agreement, and the Association pledges that members of the bargaining unit will not engage in a strike (as that term is defined in Act 195 of 1970 and Act 88 of 1992) during the term of this Agreement.

E. Duration and Successor Agreement

This Agreement shall be effective as of July 1, 2009, and shall continue in full force and effect through June 30, 2013, subject to the Association's right to negotiate a Successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on July 1, 2013, unless automatically renewed in accordance with Article Act 195 of 1970 and Act 88 of 1992.

F. Non-Discrimination

The Board and the Association agree not to discriminate against any employee on the basis of race, creed, color, sex, age, handicap, national origin, union membership, political affiliation, or any other area as may be designated by the applicable laws and statutes in its activities, programs, or employment practices as required by Title VI, Title IX and Section 504 and that the Bradford Area School District is an equal opportunity educational institution.

G. Meet and Discuss Procedures

In accordance with Section 702 of Act 195, which states that public employers shall be required to meet and discuss on policy matters affecting wages, hours and terms and conditions of employment, as well as the impact thereon upon request of the public employee representative, the parties agree to the following procedure:

1. Representatives of the parties shall meet at mutually agreeable times and dates as may be scheduled by the superintendent and Association president.

2. Both the superintendent and the Association president shall submit to each other items for the agenda which may include class size, curriculum planning and teacher evaluation at least one (1) calendar week prior to that meeting.

3. Each party agrees to select those people to represent it who are most qualified to discuss the particular topic identified in "B," above. Each party shall be limited to four (4) representatives.

4. If the Association feels that its recommendations have not been given proper consideration, it may request a meeting with a panel consisting of members of the Board knowledgeable in the particular area being discussed.

H. Modification of Agreement

This Agreement may be modified in part for clerical errors or errors of intent by the parties in writing, duly executed by both parties.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item whether contained herein or not during the life of this Agreement.

ARTICLE XIII

SUBSTITUTE EMPLOYEES

A long-term substitute employee (LTS) is a professionally certified employee who is hired by the District to perform professional duties for a period of forty-six (46) consecutive work days in the stead of a temporary professional or professional employee absent from his/her job assignment as a result of sick leave usage or a District-approved leave of absence. Day-to-day substitute employees are employees who perform professional duties for less than forty-six (46) consecutive work days in the stead of a temporary professional or professional employee absent from his/her duties as a result of sick leave usage or a District-approved leave of absence. The District and the Association agree that day-to-day substitute employees are not members of the bargaining unit.

Full-time LTSs shall be entitled to a salary of $1,000 less than the starting salary commencing on the forty-seventh (47th) consecutive day of employment retroactive to the first day of employment, provided however that LTSs hired for a full semester or more shall be entitled to said salary at the beginning of their employment. LTSs shall be entitled to pro rata sick leave and hospitalization and dental insurance on the sixty-first (61st) day of employment, provided however that if the District knows an LTS will be employed for sixty-one (61) days or more at the outset of his/her employment, said LTS shall be entitled to said benefits from the first day of his/her employment. LTSs shall not be entitled to any fringe benefits not specifically mentioned in this Article of the Agreement. Part-time LTSs shall be entitled to the pro rata salary of full-time LTSs but shall not be entitled to hospitalization insurance or sick leave unless they work 50% of a regular teaching schedule.

In the event that an LTS is hired as a temporary professional or professional employee and he/she has rendered a full school term of service as an LTS in the school term immediately preceding his/her employment, said LTS shall be granted one (1) year of credit for purposes of salary step placement for each year of service as an LTS up to a maximum of two (2) years.

LTSs are not entitled to any special or preferential consideration for any vacancy in the bargaining unit but shall be treated as a nonemployee applicant. The termination of an LTS's employment after or during a school term shall not be subject to the grievance procedure.

All provisions of the Agreement, save for Articles VIII (A), (B), (C), (E), X, XI, XII, XIII, and XVIII (A), (C), (F) shall apply to LTS's.

ARTICLE XIV
NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

If by Association, to Board:
Bradford Area School District
P.O. Box 375
150 Lorana Avenue
Bradford, PA 16701

If by Board to the Association:
Home Address
Association President

ARTICLE XV
RATIFICATION

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 and its corporate seal to be hereon, all on the day and year first above written.

ATTEST:

Secretary

BRADFORD AREA SCHOOL DISTRICT

President

ATTEST:
ASSOCIATION

Witness

BRADFORD AREA EDUCATION

President

Table A-1

Bachelors

Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	39,978
				1	38,883	2	40,753
		1	37,848	2	39,658	3	41,528
1	36,848	2	38,623	3	40,433	4	42,303
2	37,623	3	39,398	4	41,208	5	43,078
3	38,398	4	40,173	5	41,983	6	43,853
4	39,173	5	40,948	6	42,758	7	45,328
5	39,948	6	41,723	7	44,233	8	46,803
6	40,723	7	43,198	8	45,708	9	48,278
7	42,198	8	44,673	9	47,183	10	49,753
8	43,673	9	46,148	10	48,658	11	51,228
9	45,148	10	47,623	11	50,133	12	52,703
10	46,623	11	49,098	12	51,608	13	54,178
11	48,098	12	50,573	13	53,083	14	55,653
12	49,573	13	52,048	14	54,558	15	57,128
13	51,048	14	53,523	15	56,033	16	58,603
14	52,523	15	54,998	16	57,508	17	60,078
15	53,998	16	56,473	17	58,983	18	61,553
16	55,473	17	57,948	18	60,458	19	63,028
17	56,948	18	59,423	19	61,933	20	65,972
18	58,423	19	60,898	20	64,877	20	65,972
19	59,898	20	63,842	20	64,877	20	65,972
20	62,842	20	63,842	20	64,877	20	65,972
20	62,842	20	63,842	20	64,877	20	65,972

Table A-2
Masters
MEQ
Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	41,178
				1	40,033	2	41,953
		1	38,948	2	40,808	3	42,728
1	37,898	2	39,723	3	41,583	4	43,503
2	38,673	3	40,498	4	42,358	5	44,278
3	39,448	4	41,273	5	43,133	6	45,053
4	40,223	5	42,048	6	43,908	7	46,528
5	40,998	6	42,823	7	45,383	8	48,003
6	41,773	7	44,298	8	46,858	9	49,478
7	43,248	8	45,773	9	48,333	10	50,953
8	44,723	9	47,248	10	49,808	11	52,428
9	46,198	10	48,723	11	51,283	12	53,903
10	47,673	11	50,198	12	52,758	13	55,378
11	49,148	12	51,673	13	54,233	14	56,853
12	50,623	13	53,148	14	55,708	15	58,328
13	52,098	14	54,623	15	57,183	16	59,803
14	53,573	15	56,098	16	58,658	17	61,278
15	55,048	16	57,573	17	60,133	18	62,767
16	56,523	17	59,048	18	61,622	19	64,961
17	57,998	18	60,537	19	63,816	20	68,499
18	59,487	19	62,731	20	67,354	20	68,499
19	61,681	20	66,269	20	67,354	20	68,499
20	65,219	20	66,269	20	67,354	20	68,499
20	65,219	20	66,269	20	67,354	20	68,499

Table A-3

Masters +12

Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	42,578
				1	41,383	2	43,353
		1	40,248	2	42,158	3	44,128
1	39,148	2	41,023	3	42,933	4	44,903
2	39,923	3	41,798	4	43,708	5	45,678
3	40,698	4	42,573	5	44,483	6	46,453
4	41,473	5	43,348	6	45,258	7	47,928
5	42,248	6	44,123	7	46,733	8	49,403
6	43,023	7	45,598	8	48,208	9	50,878
7	44,498	8	47,073	9	49,683	10	52,353
8	45,973	9	48,548	10	51,158	11	53,828
9	47,448	10	50,023	11	52,633	12	55,303
10	48,923	11	51,498	12	54,108	13	56,778
11	50,398	12	52,973	13	55,583	14	58,253
12	51,873	13	54,448	14	57,058	15	59,728
13	53,348	14	55,923	15	58,533	16	61,203
14	54,823	15	57,398	16	60,008	17	62,678
15	56,298	16	58,873	17	61,483	18	64,167
16	57,773	17	60,348	18	62,972	19	66,361
17	59,248	18	61,837	19	65,166	20	69,899
18	60,737	19	64,031	20	68,704	20	69,899
19	62,931	20	67,569	20	68,704	20	69,899
20	66,469	20	67,569	20	68,704	20	69,899
20	66,469	20	67,569	20	68,704	20	69,899

Table A-4
Masters +24
Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	43,978
				1	42,733	2	44,753
		1	41,548	2	43,508	3	45,528
1	40,398	2	42,323	3	44,283	4	46,303
2	41,173	3	43,098	4	45,058	5	47,078
3	41,948	4	43,873	5	45,833	6	47,853
4	42,723	5	44,648	6	46,608	7	49,328
5	43,498	6	45,423	7	48,083	8	50,803
6	44,273	7	46,898	8	49,558	9	52,278
7	45,748	8	48,373	9	51,033	10	53,753
8	47,223	9	49,848	10	52,508	11	55,228
9	48,698	10	51,323	11	53,983	12	56,703
10	50,173	11	52,798	12	55,458	13	58,178
11	51,648	12	54,273	13	56,933	14	59,653
12	53,123	13	55,748	14	58,408	15	61,128
13	54,598	14	57,223	15	59,883	16	62,603
14	56,073	15	58,698	16	61,358	17	64,078
15	57,548	16	60,173	17	62,833	18	65,567
16	59,023	17	61,648	18	64,322	19	67,761
17	60,498	18	63,137	19	66,516	20	71,299
18	61,987	19	65,331	20	70,054	20	71,299
19	64,181	20	68,869	20	70,054	20	71,299
20	67,719	20	68,869	20	70,054	20	71,299
20	67,719	20	68,869	20	70,054	20	71,299

Table A-5
Masters +36
Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	45,378
				1	44,083	2	46,153
		1	42,848	2	44,858	3	46,928
1	41,648	2	43,623	3	45,633	4	47,703
2	42,423	3	44,398	4	46,408	5	48,478
3	43,198	4	45,173	5	47,183	6	49,253
4	43,973	5	45,948	6	47,958	7	50,728
5	44,748	6	46,723	7	49,433	8	52,203
6	45,523	7	48,198	8	50,908	9	53,678
7	46,998	8	49,673	9	52,383	10	55,153
8	48,473	9	51,148	10	53,858	11	56,628
9	49,948	10	52,623	11	55,333	12	58,103
10	51,423	11	54,098	12	56,808	13	59,578
11	52,898	12	55,573	13	58,283	14	61,053
12	54,373	13	57,048	14	59,758	15	62,528
13	55,848	14	58,523	15	61,233	16	64,003
14	57,323	15	59,998	16	62,708	17	65,478
15	58,798	16	61,473	17	64,183	18	66,967
16	60,273	17	62,948	18	65,672	19	69,161
17	61,748	18	64,437	19	67,866	20	72,699
18	63,237	19	66,631	20	71,404	20	72,699
19	65,431	20	70,169	20	71,404	20	72,699
20	68,969	20	70,169	20	71,404	20	72,699
20	68,969	20	70,169	20	71,404	20	72,699

Table A-6

Doctorate

Bradford Area

2009/10		2010/11		2011/12		2012/13	
						1	46,778
				1	45,433	2	47,553
		1	44,148	2	46,208	3	48,328
1	42,898	2	44,923	3	46,983	4	49,103
2	43,673	3	45,698	4	47,758	5	49,878
3	44,448	4	46,473	5	48,533	6	50,653
4	45,223	5	47,248	6	49,308	7	52,128
5	45,998	6	48,023	7	50,783	8	53,603
6	46,773	7	49,498	8	52,258	9	55,078
7	48,248	8	50,973	9	53,733	10	56,553
8	49,723	9	52,448	10	55,208	11	58,028
9	51,198	10	53,923	11	56,683	12	59,503
10	52,673	11	55,398	12	58,158	13	60,978
11	54,148	12	56,873	13	59,633	14	62,453
12	55,623	13	58,348	14	61,108	15	63,928
13	57,098	14	59,823	15	62,583	16	65,403
14	58,573	15	61,298	16	64,058	17	66,878
15	60,048	16	62,773	17	65,533	18	68,367
16	61,523	17	64,248	18	67,022	19	70,561
17	62,998	18	65,737	19	69,216	20	74,099
18	64,487	19	67,931	20	72,754	20	74,099
19	66,681	20	71,469	20	72,754	20	74,099
20	70,219	20	71,469	20	72,754	20	74,099
20	70,219	20	71,469	20	72,754	20	74,099

Table B
Supplemental Salaries
Bradford Area

	Sport	Position	2009/10	2010/11	2011/12	2012/13
FALL	Football	Head Varsity	7,672	7,979	8,298	8,630
	Football	Asst. Varsity	5,027	5,228	5,437	5,655
	Football	Asst. Varsity	5,027	5,228	5,437	5,655
	Football	Junior Varsity	3,612	3,756	3,906	4,063
	Football	Junior Varsity	3,612	3,756	3,906	4,063
	Football	Head Freshmen	3,207	3,335	3,468	3,607
	Football	Asst. Freshmen	2,437	2,535	2,636	2,741
	Football	Head Middle School	3,207	3,335	3,468	3,607
	Football	Asst. Middle School	2,437	2,535	2,636	2,741
	Football	Equipment Manager	2,563	2,665	2,772	2,883
	Cross Country	Head Varsity Boys'	3,154	3,280	3,411	3,548
	Cross Country	Head Varsity Girls'	3,154	3,280	3,411	3,548
	Cross Country	Middle School Head Coach	2,024	2,105	2,189	2,277
	Golf	Head Varsity Boys'	2,821	2,933	3,051	3,173
	Golf	Head Varsity Girls'	2,821	2,933	3,051	3,173
	Volleyball	Head Varsity Girls'	3,154	3,280	3,411	3,548
	Volleyball	Asst. Varsity Girls'	2,050	2,132	2,217	2,306
	Soccer	Head Varsity Boys'	4,680	4,867	5,061	5,264
	Soccer	Asst. Varsity Boys'	2,902	3,018	3,139	3,264
	Soccer	Head Varsity Girls'	4,680	4,867	5,061	5,264
	Soccer	Asst. Varsity Girls'	2,902	3,018	3,139	3,264
	Soccer	Middle School Head Coach (boys)	2,024	2,105	2,189	2,277
	Soccer	Middle School Head Coach (girls)	2,024	2,105	2,189	2,277
	Soccer	Middle School Assistant Coach (boys)	1,539	1,600	1,664	1,731
	Soccer	Middle School Assistant Coach (girls)	1,539	1,600	1,664	1,731
WINTER	Girls' B-Ball	Head Varsity	7,672	7,979	8,298	8,630
	Girls' B-Ball	Asst. Varsity	5,027	5,228	5,437	5,655
	Girls' B-Ball	Junior Varsity	5,027	5,228	5,437	5,655
	Girls' B-Ball	Head Freshmen	3,207	3,335	3,468	3,607
	Girls' B-Ball	Asst. Freshmen	2,437	2,535	2,636	2,741
	Girls' B-Ball	Head Middle School	3,207	3,335	3,468	3,607
	Girls' B-Ball	Asst. Middle School	2,437	2,535	2,636	2,741

Table B
Supplemental Salaries
Bradford Area

Sport	Position	2009/10	2010/11	2011/12	2012/13
Boys' B-Ball	Head Varsity	7,672	7,979	8,298	8,630
Boys' B-Ball	Asst. Varsity	5,027	5,228	5,437	5,655
Boys' B-Ball	Junior Varsity	5,027	5,228	5,437	5,655
Boys' B-Ball	Head Freshmen	3,207	3,335	3,468	3,607
Boys' B-Ball	Asst. Freshmen	2,437	2,535	2,636	2,741
Boys' B-Ball	Head Middle School	3,207	3,335	3,468	3,607
Boys' B-Ball	Asst. Middle School	2,437	2,535	2,636	2,741
Wrestling	Head Varsity	6,298	6,550	6,812	7,085
Wrestling	Asst. Varsity	3,853	4,007	4,167	4,334
Wrestling	Head Middle School	2,695	2,803	2,915	3,032
Wrestling	Asst. Middle School	2,015	2,096	2,180	2,267
Swimming	Head Varsity	5,413	5,630	5,855	6,089
Swimming	Asst. Varsity	3,487	3,627	3,772	3,923
Cheerleading	Head Varsity	2,233	2,322	2,415	2,512
Cheerleading	Asst. Varsity	1,615	1,680	1,747	1,817
Cheerleading	Asst. Varsity	1,615	1,680	1,747	1,817
Cheerleading	Asst. Varsity	1,615	1,680	1,747	1,817
Cheerleading	Asst. Varsity	1,615	1,680	1,747	1,817
Track	Head Varsity Boys'	4,819	5,012	5,213	5,421
Track	Head Varsity Girls'	4,819	5,012	5,213	5,421
Track	Asst. Varsity Boys'	2,977	3,096	3,220	3,349
Track	Asst. Varsity Boys'	2,977	3,096	3,220	3,349
Track	Asst. Varsity Girls'	2,977	3,096	3,220	3,349
Track	Asst. Varsity Girls'	2,977	3,096	3,220	3,349
Track	Middle School Head Coach Boys'	2,024	2,105	2,189	2,277
Track	Middle School Head Coach Girls'	2,024	2,105	2,189	2,277
Track	Asst. Middle School Coach Boys'	1,539	1,600	1,664	1,731
Track	Asst. Middle School Coach Girls'	1,539	1,600	1,664	1,731
Tennis	Head Varsity Boys'	2,830	2,943	3,061	3,184
Tennis	Head Varsity Girls'	2,830	2,943	3,061	3,184

Table B
Supplemental Salaries
Bradford Area

Sport	Position	2009/10	2010/11	2011/12	2012/13
Baseball	Head Varsity Coach	4,819	5,012	5,213	5,421
Baseball	Asst. Varsity Coach	2,977	3,096	3,220	3,349
Baseball	Asst. Junior Varsity	2,977	3,096	3,220	3,349
Softball	Head Varsity Coach	4,819	5,012	5,213	5,421
Softball	Asst. Varsity Coach	2,977	3,096	3,220	3,349
Softball	Asst. Junior Varsity	2,977	3,096	3,220	3,349
Senior High School Advisors					
Student Council (2 positions)		1,397	1,452	1,511	1,571
Yearbook		3,019	3,140	3,265	3,396
Play -- Director (2 positions)		2,018	2,099	2,182	2,270
Play -- Stage Construction (2 positions)		501	521	541	563
Play -- Make-up (2 positions)		208	216	225	234
Freshman Class		885	921	958	996
Sophomore Class		885	921	958	996
Junior Class		885	921	958	996
Senior Class		885	921	958	996
Junior Class Prom		1,134	1,179	1,226	1,275
Front Group -- Band (2 positions)		1,738	1,808	1,880	1,955
Marching Band (Regular SchoolTerm)		3,696	3,844	3,998	4,158
Marching Band (Summer -- Hourly Rate)		20.31	21.12	21.97	22.85
VICA		885	921	958	996
DECA		885	921	958	996
FFA		885	921	958	996
FBLA		885	921	958	996
NHS		885	921	958	996
HOSA		885	921	958	996
Peer Helpers (2 positions)		885	921	958	996
Middle School Advisors					
Student Council		677	704	733	762
Cheerleaders		636	661	687	715
Yearbook		636	661	687	715
Play -- Director		656	682	709	738
Play -- Assistant Director		542	564	587	610

Table B
Supplemental Salaries
Bradford Area

Position	2009/10	2010/11	2011/12	2012/13
Elementary School Advisors				
Band Director	2,270	2,361	2,455	2,553
Conservation Camp (2 positions)	1,041	1,082	1,125	1,171
Miscellaneous				
Intramurals ($600 max @ hourly rate)	20.31	21.12	21.97	22.85
Mentor Teacher	1,456	1,515	1,575	1,638
Lead Teacher	1,456	1,515	1,575	1,638

Exhibit A

BRADFORD AREA SCHOOL DISTRICT
HEALTH INSURANCE COVERAGE ELECTION

As an employee of the Bradford Area School District, you may elect to not be covered under the school district health insurance plan if you are a dependent on a non Bradford Area School District health insurance plan. If you elect to not be covered for the entire year of January 1 to December 31, the school district will pay you an amount set forth in this Agreement. This is taxable income to you. The payment will be made in the last paycheck in June. All amounts required by law will be deducted. If you choose to not be covered, you may not re-elect to be covered until the next annual enrollment period (November for a January 1st effective date) or unless you have a change in "family status."

A change in family status is defined as one or more of the following:

1. You get married or divorced.
2. Your spouse or child dies.
3. You or your spouse give birth to, or adopt a child.
4. Your spouse loses (voluntarily or involuntarily) or changes his/her job.
5. You or your spouse change from full-time to part-time (or vice versa) employment status.
6. You or your spouse take an unpaid leave of absence.
7. Your spouse's health insurance changes.

In addition, if you choose to not be covered, this declination will exclude you from the Consolidated Omnibus Budget Reconciliation Act (COBRA) that allows continuation of group health coverage upon a qualifying event (See attached COBRA notice).

I have read and understand the above explanation of the impact of not being covered by the company health insurance plan. I elect to (check one):

☐ Participate in the health insurance plan as outlined in the employee literature I have received. I understand that for the Current plan, I will share in the cost of the coverage in accordance with the Collective Bargaining Agreement between the Bradford Area School District and the Bradford Area Education Association.

☐ Not be covered. I am a dependent on health insurance plan

_____ issued to _____
(Insurance Plan Number) (Name of Person)

by _____ .
(Name of Insurance Company)
A copy of proof of coverage is attached.

If choosing to not be covered by the Bradford Area School District, I understand I may not re-elect coverage until the next enrollment period (November 1) unless I have a change in family status.

_____ _____
Signature Date

_____
Print Name

Very Important Notice to All Covered Employees Regarding COBRA/Continuation of Coverage

On April 7, 1986, a federal law called COBRA (Public Law 99-172, Title X) was enacted, requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation of coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to provide you a summary of your rights and obligations under the continuation of coverage provisions of the new law. Both you and your spouse should read this notice carefully.

If you are an employee (including retirees), spouse of an employee, or dependent child of an employee of the subject company and are covered under the group health plan, you have the right to choose this continuation of coverage for 18 months if you lose your group health coverage because the employee's work hours are reduced or his/her employment is terminated (for reasons other than gross misconduct). This 18 month period may be extended to up to 29 months for individuals who are disabled at any time during the first 60 days of COBRA, if a written determination of disability by the Social Security Administration is provided to the COBRA Administrator within 60 days of a disability determination and before the end of the initial 18 month period.

If you are a spouse of an employee covered under the group health plan, you have the right to choose continuation of coverage for yourself for 36 months if you lose group health coverage under this plan as a result of: 1) your spouse's death, 2) divorce or legal separation, 3) your spouse becoming eligible for Medicare.

If you are the dependent child of an employee covered by this group health plan, you have the right to choose continuation of coverage for 36 months if you lose group health coverage under this plan as a result of 1) your parents' death, 2) your parents' divorce or legal separation, 3) your parent becoming eligible for Medicare, or 4) your loss of "dependent child" status under this group health plan.

A child who is born to or placed for adoption with the covered employee during a period of COBRA coverage will be eligible to become a qualified beneficiary. In accordance with the terms of your company and the requirements of federal law, these qualified beneficiaries can be added to COBRA coverage upon proper notification to the plan administrator of the birth or adoption.

If you are a covered retired employee or the spouse or dependent child of a covered retired employee of an employer filing for chapter 11 reorganization, you are entitled to continuation of coverage for the life of the retiree, plus an additional 36 months of coverage after the death of the retiree if you are his/her surviving spouse or dependent child.

Under the law, the employee or a family member has the responsibility to inform the COBRA Administrator (Bradford Area School District) of divorce, legal separation, or a child losing dependent status under this group health plan within 60 days of the qualifying event.

When the COBRA Administrator is notified that one of these events has happened, you will be notified of your right to choose continuation of coverage. You have 60 days from the notification date to elect continuation of coverage.

If you choose continuation of coverage, you will be given coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated employees or family members.

COBRA also provides that your continuation of coverage will terminate for any of the following reasons:

1. The subject company no longer provides group health coverage to any of its employees;
2. The premium for your continuation of coverage is not paid in a timely fashion;
3. You are covered under another group health plan (unless there is a pre-existing condition clause under the new plan, contact the COBRA Administrator for more information);
4. You are covered by Medicare.

You do not have to show that you are insurable to choose continuation of coverage. However, you will have to pay the premium for the continuation of coverage. If you should become eligible for continuation of coverage, check with the COBRA Administrator for the amount of the premium you must pay. Remember, you must enroll in order to begin continuation of coverage. Contact the COBRA Administrator for the proper forms if you have not received them.

Also, if this group health plan offers a conversion benefit, COBRA states that at the end of the continuation of coverage period, you must be allowed to convert from the group plan to an individual conversion health plan.