

MASTER CONTRACT

between the

BOARD OF EDUCATION

OF THE

BENTON CONSOLIDATED HIGH SCHOOL
DISTRICT NO. 103

and the

BENTON EDUCATION ASSOCIATION

2003-2004

2004-2005

2005-2006

PROFESSIONAL NEGOTIATIONS PROCEDURAL AGREEMENT

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PROFESSIONAL NEGOTIATION PROCEDURAL AGREEMENT

Article I. RECOGNITION

- 1.1 The Board of Education of Benton Consolidated High School District No. 103 recognizes the Benton Education Association, IEA/BEA as the exclusive bargaining representative for all certificated employees, secretaries, and student support personnel exclusive of supervisors as defined by the Illinois Educational Labor Relations Act.
- 1.2 The term "teacher," when used hereinafter in this Agreement shall refer to all certified employees exclusive of supervisors. The term employee shall refer to all represented in the unit defined above.
- 1.3 The Board agrees not to negotiate with any other employee organization regarding the above defined unit. Further, the Board agrees not to negotiate with any teacher individually. The Board retains the privilege of open discussion in matters related to changes of program in which the teacher is or may be involved.

Article II. DEFINITION OF RESPONSIBILITIES AND RIGHTS

- 2.1 It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and to make counter proposals in the course of the negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectfully for ratification. Negotiators will support the agreed-upon item, as initialed by the chief negotiators of both parties, when it is presented to their respective organizations.
- 2.2 Teachers shall have the right to form, to join, or to assist professional employees' organizations, to participate in professional negotiations with the School Board through representatives of their choosing, and to engage in other activities, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving conditions of professional service. Teachers shall also have the right to refrain from any or all of such activities.
- 2.3 The School Board agrees that its Rules and Regulations governing employees' conduct will be judged according to the Master Contract and the Illinois School Code.
- 2.4 The Association shall have the right to post notices of activities and matters of Association concern on teacher bulletin boards.
- 2.5 The parties mutually agree that the Association shall have the right to use

teacher mailboxes for communications to teachers. However, in order not to disrupt the educational process, the Association will obtain permission from the Principal or Superintendent for use of copy machines or teacher mailboxes; no censorship of materials to be copied or distributed will occur. The Association will pay for supplies used on machines.

- 2.6 The school building may be used by the BEA and its respective affiliates for meetings pursuant to the Building Use Agreement Policy with fees waived.
- 2.7 Duly authorized representatives of the Association shall have the right to transact official Association communication on school property. Association work is to be done after the school day ends, during the noon hour, or before the teacher's report time, but not during the time school is in session except under extenuating circumstances.
- 2.8 Association members will not discuss school/teacher relationships or matters relating to supervisory teachers in the presence of students.

Article III. EFFECT OF AGREEMENT

- 3.1 The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in amendment hereto.
- 3.2 Should any article, section, or clauses of this agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this agreement to the extent that it violated the law, but the remaining articles, sections, and clauses shall remain in the full force and effect for the duration of the agreement, if not affected by the deleted article, section, or clause.
- 3.3 No Strike Provision:
 - a. The Association agrees not to strike during the term of this agreement over a dispute concerning any term or condition of employment which is specifically and expressly contained within this agreement.
 - b. It shall not be a violation of this agreement nor shall it be cause for disciplinary action if any bargaining unit member refuses to enter upon any site on which the employees are involved in a primary labor dispute and a picket line established.

Article IV. NEGOTIATION PROCEDURES

- 4.1 Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a bargaining unit member as herein defined as its representative.
- 4.2 Negotiations will follow Illinois Educational Labor Relations Act, House Bill 1530. Meetings will be held as necessary at times and places agreed to by both parties and may begin earlier than the time stipulated in HB1530.
- 4.3 During negotiations, agreed-upon materials shall be prepared for the Board and the Association and signed prior to the adjournment of the meeting at which agreement was reached.
- 4.4 Agreement and Appendixes: When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, they shall become a part of this agreement. The contract will be in hand within 15 working days after an agreement has been reached by negotiating teams.
- 4.5 Definition of Impasse: The definition of impasse will follow State Code Guidelines.
- 4.6 Mediation: A mediator shall be selected within seven days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in subsections a, b, and c below.
 - a. list of mediators shall be secured from the Federal Mediation and Conciliation Service.
 - b. Selection of the mediator shall be made by the parties from the list supplied as determined above. Final selection of the mediator shall be made by the parties alternately striking a name from the list until one name remains, and this person shall serve as mediator. The party eligible for the first deletion shall be determined by chance.
 - c. If the final mediator named is unable to serve, the last name struck from the list shall be the alternate.
 - d. The total time for the mediation process shall not exceed twenty (20) days from the date of selection of the mediator.

- e. The mediator shall meet with the parties or their representative, or both, forthwith, either jointly or separately and shall take such other steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement, provided that the mediator shall not, without the consent of both parties, make finding of fact or recommend terms of settlement.

Article V. ATTENDANCE COSTS

- 5.1 Costs for the consultants chosen by any party shall be paid by that party. The costs for the mediator shall be shared equally by the Board and the Association.

Article VI. REPRESENTATION ELECTION: The election of Representatives will be as established by State Code.

Article VII. PROFESSIONAL GRIEVANCE PROCEDURE

- 7.1 Definitions--A Grievance shall be any claim by the Association that the rights of any bargaining unit member have been impaired.
 - a. All time limits consist of school days. Exception: When a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all week days.
- 7.2 Procedures--The parties acknowledge that an Employee and Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:
 - a. Step 1—Within twenty (20) days after knowledge of the occurrence of the event giving rise to the grievance, the grievant shall present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representatives, the grievant, and the immediately involved supervisor shall be present for the meeting. Within twenty (20) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.
 - b. Step II--If the grievance is not resolved at Step 1, then the Association may refer the grievance to the Superintendent or to the Superintendent's official designee within fifteen (15) days after receipt of the Step 1 answer. The Superintendent shall arrange, with the Association Representative, for a meeting to take place

within ten (10) days of the Superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's written response.

- c. Step III--If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to arbitration. If a demand for arbitration is not filed with the Employer within twenty (20) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. The demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings according to the Streamlined Labor Arbitration Rule.
- 7.3 Bypass--By mutual agreement, any step of the grievance procedure may be bypassed.
 - 7.4 Class Grievance--Class grievances involving one or more employees or one or more supervisors may be filed by the Association at Step II.
 - 7.5 No Reprisals or Association Clause--No reprisals shall be taken by the Employer or by the Association against any employee because of the employee's participation or refusal to participate in a grievance.
 - 7.6 Released Time--Should the investigation or processing of any grievance require that an employee or an Association Representative be released from his/her regular assignment, the employee and/or Association Representative shall be released without loss of pay or benefits.
 - 7.7 Filing of Materials--All records related to a grievance shall be filed separately from the personnel files of the employee.
 - 7.8 Grievance Withdrawal--A grievance may be withdrawn at any level without establishing precedent.
 - 7.9 No Written Response--
 - a. If no written response has been rendered within the time limits indicated by a step, then the grievance shall be deemed resolved in favor of the grievant.
 - b. Any employee or employees who fail to advance the grievance according to the time schedule established herein shall be deemed to have waived the grievance.
 - 7.10 Costs--The fees and the expenses of the arbitrator shall be shared equally by the parties.

- 7.11 Postponement--If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.
- 7.12 Settlement--By mutual agreement, a grievance may be settled at any step without establishing precedent.

Article VIII. ASSOCIATION AND TEACHERS' RIGHTS

- 8.1 The Board shall place on the agenda of each regular board meeting under "new business" any matters brought to its attention for its consideration by the Association as long as these matters are made known in writing to the Superintendent at least one (1) week prior to the regular meeting.
- 8.2 The president of the Association or his designee shall be given written notice of any special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting.
- 8.3 One (1) complete copy of all public Board minutes shall be mailed or placed in the mail box of the president of the Association forty-eight (48) hours after the meeting. One (1) copy of all Association minutes will be mailed or presented to the Superintendent of District 103 forty-eight (48) hours after the meeting.
- 8.4 The Board shall provide the Association with a copy of the Board packet for all Board Meetings exclusive of confidential material and shall, from time to time in response to reasonable written requests, furnish available information which may be necessary for the Association to process any grievance or complaint, and the Board shall also furnish annual financial reports and audits, a register of certificated personnel, tentative budgetary requirements and allocations, treasurer's reports, census and pupil membership data, and all other information which will assist the Association in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their pupils. Nothing herein shall require the central administrative staff to research and/or to assemble information.
- 8.5 When a vacancy occurs on the teaching staff, the educational support staff, or in extra-curricular/extra duty assignments, teachers and staff members will be advised, as a courtesy, of the vacancy before the vacancy is advertised publicly.

Article IX. PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- 9.1 All teachers shall be notified in writing of their teacher assignments by

August .

- 9.2 In the event changes in teaching assignments are proposed, the teacher affected shall be notified promptly and consulted.
- 9.3 Any assignments in addition to the normal teaching schedule during the regular school term, including but not limited to extra duties enumerated in Article XVII, and summer school courses may be assigned by the Board or Superintendent. Teachers will not be required to take or to sell tickets at any school activity or event.
- 9.4 Positions in the summer school program shall, to the extent feasible, be filled by regularly appointed teachers in the school district. In filling such positions, consideration shall be given to a teacher's competence, major and minor field of study, length of service in the school district, and frequency of prior applications for assignments to summer positions.
- 9.5 Teachers will be employed by the Board of Education and assigned by the Superintendent with the concurrence of the Board. Unless teachers are officially notified in writing at least 45 days prior to the close of school of their final probationary year, they will enter on continued contractual service or "tenure" as provided in the School Code. Any tenured teacher who is laid off as a result of a reduction-in-force will have a reinstatement period of two (2) years from the lay-off date.
- 9.6 Copies of college transcripts from which the current year's salary is predicated must be filed with the Superintendent no later than September first of the current school year.
- 9.7 The teaching staff shall consist of regular and part-time teachers.
- 9.8 Teachers will be responsible to the Superintendent first through the Department Head and then through the Principal.
- 9.9 The Board will pay the dues for two professional organizations and/or journals, exclusive of BEA, IEA, NEA, or reimburse faculty members for paid tuition and fees for appropriate and relevant post-graduate university work to a maximum of \$700.00 per salaried year (Sept 15th - Sept 14th). The request for approval of and/or the notice of intent to take post-graduate work must be submitted in writing to the Superintendent within two (2) weeks before registration. Approved courses must pertain to projected or current curriculum. Reimbursement for paid tuition and fees will be made to faculty members upon presentation of receipt for tuition and evidence to indicate the completion of the course with the grade of B or higher.

- 9.10 Resignation of teaching personnel shall be submitted at least fourteen (14)days prior to the effective date.
- 9.11 At a regular board meeting, the Superintendent in conjunction with the administrative staff will present recommendations for continued employment of the teaching staff. This report shall be supported by details of observations and judgments compiled by said individuals.
- 9.12 Teachers shall at the close of the school year account to the Department Head, who will in turn account to the Principal, for all equipment, apparatus, books, keys, supplies, etc., in use in their respective rooms.
- 9.13 The BEA will assume the responsibility of furnishing from its members a list of teachers to serve as class sponsors. The Administration shall concur with the president of the B.E.A. before class sponsors are selected.
- 9.14 In-service programs shall be planned by an in-service committee comprised of two (2) Association-selected teachers, two (2) Administrators, and one (1) Board selected-member.
- 9.15 The planning and administration of in-service programs shall be based on the expressed needs of the teachers and the recommendations of the in-service committee.
- 9.16 Upon the recommendations of the in-service committee, the administration shall take steps to secure resource personnel to institute in-service programs.
- 9.17 Financing of in-service programs shall be provided by the Board.

Article X. TIME SCHEDULE

The time schedule will be prepared by the Administration and approved by the Board of Education. The Executive Committee of the BEA, teachers, and other staff will be consulted before and during preparation of the time schedule. The presence of time schedule in the contract is for informational purposes only.

Teacher's Schedule day shall be as follows:

Teachers report 7:50 A.M.
 Teachers in Classroom 7:55 A.M.
 Class Begins 8:00 A.M.

Teachers' lunch hour begins 11:22 A.M.
Teachers in Classroom after lunch 12:01 P.M.
Teachers' day ends 3:20 P.M.

BELL SCHEDULE

Passing Period for Students 4 minutes

Period 1 8:00 - 9:30 A.M.
Homeroom 9:33 - 9:48 A.M.*
Period 2 9:52 - 11:22 A.M.
Lunch 11:22 - 12:06 P.M.
Period 3 12:06 - 1:36 P.M.
Period 4 1:40 - 3:10 P.M.

*Includes Channel I Time

- 10.1 Except for the noon period, teachers shall not leave their buildings without proper notice to the Department Head, Principal or Superintendent. In the event teachers are not able to perform their duties, they shall notify the Department Head, Principal, or Superintendent as soon as possible so necessary arrangements can be made for their classes. If at all possible, the teacher should notify the Department Head, Principal, or Superintendent of the teacher's expected return.
- 10.2 Teachers will remain in their classroom during the time that they have an assigned class.
- 10.3 All full-time teachers will be accountable for 180 days of pupil attendance or teacher's institutes as scheduled per school calendar. Each of the said 180 days shall consist of at least five (5) hours of attendance unless institute days are of shorter duration. Although opening day of the school term does not require pupils to remain five (5) hours, teachers will remain until at least five (5) hours have been spent at school doing school work. Closing day will coincide with pupil attendance. For any known violation, salary may be deducted at a rate of 1/900 of yearly salary per hour of violation.
- 10.4 Tests, study sheets, and other items to be typed, gathered, or duplicated should be so typed, gathered, and duplicated during the teacher's preparation period, before school, noon hour, or after school. All telephone calls except emergency calls are to be made and taken during the teacher's preparation period. Prompt notification of incoming calls will be given to the teaching staff.

- 10.5 All certified faculty will attend, unless prior approval to miss the activity is granted by the Administration, the following annual events as indicated below:
- a. National Honors Society
 - b. BCHS Awards Ceremony
 - c. BCHS Graduation Ceremony

Article XI. TEACHING CONDITIONS AND STAFF FACILITIES

- 11.1 The parties agree that limits on class size represent desired objectives. The pupil-teacher ratio will not exceed 30 to 1 without special permission being given by the Principal. The permission from the Principal must be preceded by a conference with the teacher, guidance person, and any other involved individual. The only exception considered would be for a senior with a graduation requirement.
- 11.2 The parties agree that authorized representatives of the Board and the Department Chairman shall confer from time to time for the purposes of considering suggestions for appropriate texts, audio-visual material, library reference facilities, maps and globes, laboratory and shop equipment, art supplies, athletic equipment, current periodicals, standardized texts, guidance material, and other necessary tools for the teaching profession. Further, the parties agree that efforts shall be continued to seek and to use textbooks and supplementary reading materials which contain the contribution of minority groups to the development of the United States.
- 11.3 Each instructional staff member shall be given the opportunity to submit requisitions through the Department for instructional material and supplies for the following school term. Teachers new to the district shall be given instructions by the Department Chairman concerning the requisition procedures at the time of employment or during the pre-school orientation.
- 11.4 The Board shall provide a professional library which shall include texts and professional reference materials which are reasonably requested by the teachers.
- 11.5 A dictionary shall be provided in each classroom.
- 11.6 Where possible, office space shall be provided for each department.

- 11.7 Telephone facilities shall be made available to teachers for personal calls. Any long distance call made by a teacher for personal reasons shall be paid for by that teacher.
- 11.8 Adequate off-street parking facilities shall be provided, properly maintained, and identified exclusively for school personnel.
- 11.9 A teacher's lounge shall be provided.

Article XII EVALUATIONS

The hiring and dismissal of teachers are duties assigned by the *Illinois School Code* to the local Board of Education; the method will follow state mandated procedures.

12.a Teacher Evaluation

12.a.1 Forms

BENTON CONSOLIDATED HIGH SCHOOL
EVALUATION PROCESS
AND
PERFORMANCE RATINGS

BENTON CONSOLIDATED HIGH SCHOOL DISTRICT 103
SUPERINTENDENT
MS. KELLY D. STEWART

GENERAL PURPOSES OF EVALUATION

To assist personnel for improvement in job performance, professional growth, and personal achievement.

To inform personnel of the criteria, standards, and expectations of them so they may develop behaviors and skills to balance and to complement the staff.

To rate and to record the quality of the performance of personnel.

To collect information upon which to base decisions relative to tenure, transfer, retention, dismissal, and differential staff assignments.

To identify the individual and collective needs of personnel and the organization for the purpose of planning subsequent training activities or programs.

ASSIGNED QUALIFIED EVALUATORS

Ms. Kelly D. Stewart

Mrs. Sue Woodfin

Mr. Bill King

Mr. James Page

Mrs. Jackie Miller

Ms. Sally Niemeyer

Mr. Rod Shurtz

Mrs. Cathy Stewart

EVALUATION PLAN
BENTON CONSOLIDATED HIGH SCHOOL
COVER SHEET

Name of Person Evaluated _____

Position of Person Evaluated _____

Date of Observation _____

Name of Evaluator _____

Conference Dates: Pre-Observation _____

Post-Observation _____

This observation/evaluation is:

_____ Regularly scheduled observation for purposes of teacher development

_____ Self-evaluation by the teacher

_____ Teacher initiated request for purposes of instructional improvement

_____ Follow-up observation for either of the above

_____ To collect information upon which to recommend continued employment

_____ To collect information upon which to recommend tenure

_____ Other

PRE-OBSERVATION WORKSHEET

TEACHER: _____

SUBJECT: _____

PERIOD/TIME: _____

DATE: _____

Teacher and Administrator will complete this form and discuss the content prior to the scheduled observation.

1. What are the lesson objectives?

2. What teacher/learning activities will take place?

3. How are you going to check student understanding and mastery of the lesson objectives?

4. What particular teaching behaviors do you especially want monitored?

5. Are there any special circumstances of which the evaluator should be aware?

Scheduled date of observation _____

Teacher's Signature/date

Evaluator's signature/date

(Signatures simply imply that information has been discussed)

BENTON CONSOLIDATED HIGH SCHOOL, DISTRICT 103
TEACHER EVALUATION FOR PROFESSIONAL DEVELOPMENT

I. Name _____ Date _____

II. Professional Activities Observed:

Class-Subject-Activity	Date-Time-Place

III. Evaluator _____ Position _____

IV. Performance Areas and Observations:

The rating guide is as follows: Observed, not observed, and NA is not applicable.

A. INSTRUCTIONAL COMPETENCIES	Observed	Not Observed	NA
1. Establish instructional objectives.	_____	_____	_____
2. Specifies lesson purposes, learning objectives, and activities to follow.	_____	_____	_____
3. Introduces a learning activity using language and concepts that students understand.	_____	_____	_____
4. Has all necessary materials ready and distributes materials in an orderly and efficient manner.	_____	_____	_____
5. Maintains discipline in accordance with state laws and regulations, and local board and administrative policies.	_____	_____	_____

Observer remarks, concern, and/or suggestions for improvement:

B. INSTRUCTIONAL METHODS

Observed Not Observed NA

1. Motivates students and reinforces learners appropriately	_____	_____	_____
2. Maintains student interest and enthusiasm by varying instructional techniques.	_____	_____	_____
3. Moves lesson along, adjusting its pace and difficulty to assure students' understanding.	_____	_____	_____
4. Makes sure that all students have opportunities to ask questions and to contribute to and participate in class activities.	_____	_____	_____
5. Meets individual needs, interests, and abilities	_____	_____	_____
6. Maintains "time-on-task" for self and students.	_____	_____	_____
7. Develops objectives consistent with district curriculum goals.	_____	_____	_____
8. Includes recent references/ materials.	_____	_____	_____
9. Assesses student knowledge and skills by using pertinent evaluation techniques.	_____	_____	_____

Observer remarks, concerns, and/or suggestions for improvement:

C. CLASSROOM MANAGEMENT SKILLS

Observed Not Observed NA

1. Maintains Classroom environment conducive to learning. _____
2. Continuously monitors student behavior, encourages appropriate behavior, and promptly stops inappropriate behavior. _____
3. Manages the classroom and performs in a manner consistent with school policies. _____

Observer remarks, concerns, and/or suggestions for improvement:

D. PROFESSIONAL COMPETENCIES	Observed	Not Observed	NA
1. Has knowledge of subject.	_____	_____	_____
2. Shows enthusiasm for teaching the subject.	_____	_____	_____
3. Has knowledge of current developments in the area.	_____	_____	_____
4. Demonstrates self confidence in fulfilling job responsibilities.	_____	_____	_____
5. Cooperates with other staff members and administrators.	_____	_____	_____
6. Makes sure the substitute has instructions and alternate lesson plans.	_____	_____	_____
7. Maintains courteous and helpful interactions with students.	_____	_____	_____

Observer remarks, concerns, and/or suggestions for improvement:

E. PROFESSIONAL RESPONSIBILITIES	Observed	Not Observed	NA
1. Arrives at school and classroom at the appropriate times.	_____	_____	_____
2. Is punctual in all duties and responsibilities.	_____	_____	_____
3. Attends faculty meetings, conferences, committee meetings and inservice programs.	_____	_____	_____
4. Maintains accurate records as required by law, district, and administrative policies.	_____	_____	_____
5. Assists in implementing policies, rules, and regulations governing student conduct and develops reasonable rules of classroom behavior and procedures.	_____	_____	_____
6. Serves as an appropriate role model during school functions in areas of dress, manners, grooming, speech, and actions.	_____	_____	_____

7. Accepts a proportionate share of responsibilities and is willing to serve on committees.

8. Accepts a proportionate share of the responsibilities of corridor supervision and checking restroom facilities.

9. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.

F. ATTENDANCE SHEET

To be placed in each teachers file and to become part of the evaluation instrument.

G. TEACHER COMMENTS AND/OR REACTIONS

H. TEACHER EVALUATION/DEVELOPMENT SUMMARY AND RECOMMENDATIONS

Competency Area	Excellent	Satisfactory	Unsatisfactory
Instructional competencies	_____	_____	_____
Instructional Methods	_____	_____	_____
Classroom management skills	_____	_____	_____
Professional competencies	_____	_____	_____
Professional responsibilities	_____	_____	_____

I. FINAL CONFERENCE RECOMMENDATIONS

Upon reviewing the Teacher Evaluation/Development Forms and the above summary, it is my best professional judgement that this teacher should:

_____ Continue employment under the provisions of contractual continued service

_____ Be reemployed next year (first year teacher)

_____ Be reemployed next year under the following conditions (remediation)

_____ Be recommended for tenure

_____ Not be recommended for tenure

_____ Other (describe)

Signature of observer
(Signifies review of evaluation with teacher)

Signature of Teacher
(Signifies reading/review of the evaluation)

ASSURANCE STATEMENT

The teacher evaluation plan was developed through the cooperative efforts of the teachers and administrators of Benton Consolidated High School District 103.

Bargaining Unit Representative

Superintendent

President, Board of Education

12.a.2 The recognized purpose of teacher evaluation is two-fold:

- a. Improving instruction.
- b. Deciding about retention or dismissal of a teacher from the school district.

12.b Teachers and Administrators

12.b.1 If the teacher feels that the evaluator might give or gave a biased evaluation, that teacher may request in writing that another individual carry out the evaluation.

12.b.2 Each teacher shall have the right, upon written request, to review the contents of his Personnel File. A representative of the Association, at the teacher's request, may accompany the teacher in this review.

12.b.3 Each teacher's Personnel File shall contain the following minimum items of information:

- a. Required medical information.
- b. All teacher evaluation reports.
- c. Copies of annual contracts or notification of re-employment.
- d. Copies of supplemental duty contracts, and
- e. Any other information which could be used as a basis for discipline, re-employment, demotion, promotion, assignment transfer, or for determining salary of teacher.

12.b.4 Materials related to discipline or to re-employment may be placed in the teacher's personnel file. The teacher, in turn, may place a written response.

12.b.5 The Superintendent shall cause Personnel Records on all employees to be maintained. These records are to be of a permanent nature and cover all information available about each teacher as to educational background, previous teaching experience, personal background, and character references, beginning with the teacher's application to the Board of Education. The records are to be kept at the Administrative Service Center. Any unsatisfactory entry will be brought to the attention of the teacher through a written copy thereof. The records are to be made available to the members of the Board of Education upon request.

Article XIII PUPIL DISCIPLINE

- 13.1 Although the Board recognizes that the teacher has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give all reasonable support and assistance to the teacher with respect to the maintenance of control and discipline in the classroom.
- 13.1.a A teacher may exclude a pupil from a class period when, in the opinion of the teacher, the grossness of an offense, or the effect of any violation makes the continued presence of the pupil in the classroom intolerable.
- 13.1.b When a pupil is so excused by a teacher, the student shall be sent from the classroom to the Principal.
- 13.1.c The Principal shall take appropriate action to solve the discipline problem. Should his/her decision include the re-admittance of the pupil to the class, the teacher shall be notified of the conditions under which re-admittance is granted.
- 13.1.d If a student's misconduct continues after teacher correction, said pupil should be referred to the Principal and possibly excluded from the teacher's class.
- 13.2 Procedures for suspension and expulsion of pupils from school shall be distributed to students, teachers, and parents each year.
- 13.3 Teachers shall be responsible for the care, discipline, and instruction of pupils not only during school hours, but also during intermission periods and shall be responsible for such special assignments as shall be given by the Principal and/or the Superintendent. Each teacher will be given a comparable teaching schedule and will be expected to do an equal share of routine school duties as assigned by the Principal and/or the Superintendent.

Article XIV. LEAVE

- 14.1 Any full-time employee of the Benton Consolidated High School may be excused for up to five (5) days if necessary for the funeral of anyone of his or her "immediate family" described as follows: Parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, sisters-in-law, brothers-in-law, and legal guardians. The first one (1) to three (3) days of such leave shall not be deducted from accumulated sick leave. The remaining number of days missed shall be deducted from sick leave. In the case of the death of anyone in the immediate family of

any employee or member of the Board of Education, a representative committee, with no maximum number of members and composed of those desiring to attend, may attend the funeral without loss of pay with time lost being deducted from sick leave granted by the Board of Education. Any employee may attend the funeral regardless of time or place with the time absent being deducted from sick leave granted by the local Board of Education. Those wishing to attend the funeral of a close friend, or relative not mentioned above, may do so with the time lost being deducted from the sick leave granted by the local Board of Education. The Department Head, Principal, or Superintendent will make arrangements for substitutes as needed. The school is to pay for these needed substitutes. School shall not be closed in the event of the death of any student unless approved by the Superintendent. Permission may be granted to any employee to attend the funeral of any student without loss of pay, and the time lost will be deducted from the sick leave granted by the Board of Education.

- 14.2 All full-time teachers and other employees shall be granted sick leave in the amount of twelve (12) days at full pay in each school year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to 340 days at full pay. Additional sick leave days will be granted and added to employee attendance record for the school year as follows:

0 absences - 3 additional days
1 absence - 2 additional days
2 absences - 1 additional day

Employees with 340 days will receive twelve (12) days at the beginning of the year like all other teachers and may use those twelve (12) days during the year.

The Teacher will be paid at the end of the school year for any of the twelve (12) days above the 340 accumulated sick days that are not taken. The rate of pay will be current rate of sub pay per unused sick day to a maximum of twelve (12). Any of the twelve (12) extra days donated to the Sick Leave Bank as described in Article 14.3.0 will not be compensated.

14.3 Sick Leave Bank

- 14.3.a The Benton High School Board of Education, in cooperation with the Association, has established a Sick Leave Bank on a voluntary basis. Any Bargaining Unit Member or professional employee whose position requires a teaching certificate may participate.

- 14.3.b Three (3) Bargaining Unit Members and one (1) Board Member or administrator will act as an advisory board in all matters that concern the policies and the administration of the Sick Leave Bank. Decisions must be unanimous.
- 14.3.c Each employee enrolling in the bank shall donate one day of his/her sick leave to the bank upon initial employment. If the total days in the Sick Leave Bank drops below fifty (50), each member will be assessed one day at the beginning of the next contract year.
- 14.3.d The intent of this plan is to provide extended sick leave (exceeding twenty (20) calendar days) to those members who incur a period of prolonged illness or hospitalization not covered by disability or Worker's Compensation.
- 14.3.e A person withdrawing from membership in the bank will not be able to withdraw the contributed days.
- 14.3.f A person who has contributed will not be able to withdraw days from the bank until after his/her own accrued sick leave days and any other days available to him/her have been depleted and a two-day deduction period has transpired for each extended illness.
- 14.3.g A maximum of fifty (50) days drawn for any member employee from the Sick Leave Bank, during a school year, will be the limit.
- 14.3.h The advisory board may grant an extension of sick leave days beyond the maximum limit upon review of the circumstances of the illness and the economic impact upon the employee, with the approval of the Board and the BEA.
- 14.3.i Any member, to be eligible to draw fifty (50) days from the Sick Leave Bank, must accumulate a minimum of five (5) days at the end of year one; thirteen (13) days by end of year two; twenty-two (22) days by end of year three; thirty-one (31) days by the end of year four; forty (40) days by end of year five; and fifty (50) days by the end of year six, and maintain fifty (50) days thereafter. Less accumulated sick leave will cause the maximum days from the bank to be prorated by the same percentage the accumulation falls short. (A member using sick-leave-bank days would start over the next year at year one).
- 14.3.j The advisory board may request that contributing members donate an additional day to the Sick Leave Bank if its reserves are depleted. Members with sick leave in excess of 180 days may designate in writing that the excess days be credited to the sick leave bank.

- 14.3.k Persons withdrawing sick leave days from the bank will repay the days at a rate of three days per year as long as they are employed by the district or until the days used are repaid.
- 14.3.l Enrollment forms will be provided by the office to all new employees who are eligible for membership in the Sick Leave Bank. Information on the status of the sick leave bank and usage will be available to advisory board members on request.
- 14.3.m Persons intending to begin disability leave, and/or persons eligible for disability or worker's compensation may not receive days from the sick leave bank in excess of the difference between the amount of compensation and regular pay.
- 14.3.n The donation of a day(s) to the Sick Leave Bank will not deprive a member of the additional sick leave days based on attendance records and personal leave.
- 14.3.o Sick Leave Bank Members who have accumulated 180 days may donate their excess sick leave days as well as any additional days based on attendance records and personal leave in excess of 180 days.
- 14.4 A record of accumulated sick leave shall be given to each teacher by September 20 of the beginning of each school year and shall contain a dated breakdown of sick days used by the teacher during the previous school year.
- 14.5 A tenured teacher shall be granted a temporary disability leave without pay for one year for pregnancy related problems. In so far as circumstances permit, leave shall become effective at the beginning of a semester. Temporary disability and maternity leave shall not jeopardize accumulated sick leave, tenure, and retirement status. Teachers on leave shall request reassignment at least four weeks prior to the beginning of the second semester or eight weeks prior to the beginning of first semester.
- 14.6 A regularly employed teacher may be granted a military leave of absence upon induction into the armed forces without loss of tenure, sick leave, and retirement status.
- 14.7 A leave of absence of up to one (1) year without pay may be granted to any teacher, upon application, for the purpose of participation in any of the following:
 - 14.7.a Exchange teaching programs in other states, territories, or countries.
 - 14.7.b Foreign or military teaching programs.

- 14.7.c Peace Corps, Teachers Corps, or Job Corps as a full-time participant.
- 14.7.d Graduate degree programs related to his /her professional responsibilities.
- 14.7.e To qualify for such leaves, the teacher shall state his/her intention to return to the district.
- 14.7.f The teacher shall advance the number of steps on the salary schedule equivalent to the time on leave.
- 14.7.g At the end of ten (10) years total teaching experience or five (5) years of teaching experience at Benton Consolidated High School, a one-year leave of absence may be granted at 50% pay with the stipulation that the teacher attend classes and successfully complete a minimum of nine (9) semester hours in his/her teaching field per semester.
- 14.8 When teachers wish to attend a conference, workshop, or educational meeting, they may do so with the permission of the Superintendent. Teachers shall be reimbursed or pre-payment may be arranged. The rules and regulations to be followed by faculty members in claiming reimbursement for attending workshops, conferences, or educational meetings shall be as follows:
 - 14.8.a Does not apply to I.E.A., N.E.A., or B.E.A. meetings.
 - 14.8.b In no case will reimbursement for meals be more than \$40.00 per day.
 - 14.8.c In no case will the rate of reimbursement for registration fees of a single workshop or clinic be more than \$75.00.
 - 14.8.d In no case will a faculty member be reimbursed more than \$80.00 per day nor will the total payment exceed \$150.00 for hotel or motel accommodations.
 - 14.8.e Receipts showing the payment of amounts claimed must be presented with the claim sheet.
 - 14.8.f Any cost incurred above and beyond these specified above will have to be borne by the faculty member.
 - 14.8.g If a conference, workshop, or educational meeting is less than 100 miles distance one way, and if said meeting is a single day, hotel or motel accommodations will not be paid as specified above.

- 14.8.h Mileage will be reimbursed at the Federal Government Rate as of August 1st of each school year.
- 14.8.i In no case will a faculty member be reimbursed at the rate as specified above for more than two meetings per fiscal year, July 1 - June 30.
- 14.9 Personal Leave: Four (4) Personal leave days will be allowed by each employee per year. Personal leave days may be taken before or after a vacation or holidays with the permission of the Superintendent. If these days are not used, they will accumulate as sick leave days.
- 14.10 Association Leave/Hearings: When a county, state, or federal educational hearing is held for the Southern Illinois area, a representative of the B.E.A. shall be allowed to attend. The B.E.A. shall furnish substitutes for any representatives attending the hearing.
- 14.11 Association Leave: In the event that the Association desires to send representatives to local, state, or national conferences, these representatives shall be excused without loss of salary providing that the Association reimburses the district for the cost of substitutes for any aggregate number of days exceeding six (6) in any school year used for such purposes and, further providing, that the frequency or excused leave does not impair the quality of classroom instruction and that a written notice of leave has been submitted to the Superintendent.
- 14.12 Family Medical Leave Act: The coverage under the provisions of this act will be restricted to twelve (12) weeks, and the definition of year will be the fiscal year, from July first to June 30th.

Article XV. PROFESSIONAL COMPENSATION AND RELATED PROVISIONS

- 15.1 Supplementary Policies
 - 15.1.a The salary schedule shall be added as Article XVII. Such schedule shall be based on a 180 day school calendar.
 - 15.1.b Extra duty pay shall be based on a percentage of the base salary. Said amounts shall be specified in Article XVII.
 - 15.1.c Certified full-time and part-time teachers who substitute during their assigned preparation periods for other full-time and/or part-time teachers will be paid \$25.00 per period.
 - 15.1.d All extra-duty and extra-curricular assignments will be posted on or about the first day of February each school year. Any employee who wishes to

remain in his/her present extra-duty/curricular assignment, or any employee who wishes to apply for an opened and posted extra duty/curricular assignment must apply, in writing, for that position no later than the first school day in March of that school year. All extra duty/extra curricular assignments shall be filled according to Article IX.

15.2 Payroll Procedures

- 15.2.a Payroll checks shall be regularly issued on the 15th and 30th of each month.
- 15.2.b If a regular pay date during the school term falls on a day when school is not in session, teachers shall receive pay on the last day of school session. During the summer period, checks shall be mailed on the regular pay date to the designated address of the employee.
- 15.2.c Any balance in salary due to a teacher not returning to the district shall be paid on the last day of the school term provided the teacher notifies the Superintendent sixty (60) days before the last day of school.
- 15.2.d The Board shall deduct from the pay of each teacher all current membership dues of the Association, including Benton Education Association, Illinois Education Association, and the National Educational Association, provided that at the time of such deduction there is in the possession of the Board a continuing membership authorization form for dues deduction from each teacher's salary for the current school year. Such authorization cards shall be furnished by the Association and individual teachers shall then give cards to the Association, which will present them to the Superintendent prior to September 10th. All dues deducted by the Board shall be remitted to the treasurer of the Association no later than fifteen (15) days after such deductions are made.
- 15.2.e Deductions for investments or payments to be sent to the IEA Educator's Credit Union and Southern Illinois School Credit Union shall be granted upon written authorization by the employee. The authorization form shall contain the individual's account number(s), the amount to be deducted each pay period, the beginning and ending dates for the deduction, the address to which the deduction is to be sent, and the signature of the employee authorizing such deduction.

15.3 Summer School Assignment

- 15.3.a Any full-time teacher employed by Benton High School District 103 may request in writing summer school assignment. All requests for summer school assignment will be judged solely on the basis of enrollment needs.

15.3.b All summer school assignments will be made by the Superintendent at the direction of the Board. Extra duty assignments must be made in the teacher's qualified area only.

15.4 Supplemental Compensation

15.4.a Compensation for teaching an extra period will be based on the extra duty pay schedule as adopted in the current Master Contract. Said extra pay will be considered salary and will be allowed for use in contribution to the teacher pension. Calculations are based on that teacher's base salary.

15.4.b Each full-time teacher when honorably discharged because of reduction in force shall be reimbursed in his or her final pay check pursuant to the following bonus for years of service:

1. After four (4) years of service, \$20.00 times a number equivalent to unused sick leave.
2. After eight (8) years of service, \$30.00 times a number equivalent to unused sick leave
3. After twelve (12) years of service, \$40.00 times a number equivalent to unused sick leave.
4. After sixteen (16) years of service, \$50.00 times a number equivalent to unused sick leave.

15.4.c Each full-time teacher who retires at age 55 or more shall be awarded a \$300 Career Service Pay for each year of service to the district. This award will be limited to a maximum of \$9,000. To be eligible for this Career Service Pay, a teacher must have completed a minimum of fifteen (15) years of service to the district and must provide a written, irrevocable, one-year notice of his/her intent to retire no later than June 30th of the calendar year which precedes the (August) start of the final school year for that teacher. Career Service Pay will be paid over a two year period.

15.4.d Each full-time teacher who retires from District 103 with a minimum of 15 years of service to the district and who provides a written, irrevocable, two-year notice of his/her intent to retire shall receive, in addition to his/her regular pay, 10% of that teacher's base pay for that year as set forth in the appropriate cell of the salary schedule during the first year of the filing of the notice of intent to retire, and 15% of that teacher's base pay for that year as set forth in the appropriate cell of his/her salary schedule during the second and final year of teaching before retirement. Such two-year written notice must be provided no later than September first of the school year which precedes the final year of teaching.

15.4.e The board may at its discretion approve a request to retire after September

1st of any school year in an emergency situation. If the emergency request is made and approved after April 1st, the teacher may receive a lump sum payment as part of the teacher's last pay.

- 15.4.f All full time teachers shall be entitled to additional sick leave not to exceed 170 days as calculated by the formula set forth below.

The number of school days remaining until the teacher's retirement or termination, less the number of sick days on the teacher record as of the date of additional days are to be added, not to exceed 170 days.

- 15.4.g The Board will pay the Board and 65% of the individual teacher penalty to TRS for teachers who retire between the ages of 55-59 with at least 20 but less than 35 years of service if notification to the Board of such retirement is received by March first of the retirement year. For Peggy Harris, Patricia Sweazy, Jackie Miller, and Mary Lou Payne the board shall pay 100% of teacher's individual penalty to TRS.

- 15.4h The district will offer to BEA members the opportunity to enter into a Lease/Purchase Agreement with the District to acquire a personal computer and /or peripherals for their home use to enhance individual computer skills. Lease payments shall be made through payroll deductions. The district shall approve all equipment to be acquired and the terms and conditions of the Lease/Purchase Agreement.

15.5 Insurance

- 15.5.a Teachers are properly insured by the Board against accidental injury in the line of duty under the Statutes applying to Employer's Liability. A bulletin

outlining the extent of this coverage shall be given to present teachers and to all new teachers.

- 15.5.b The Board of Education will pay up to \$50.00 premium per year for the purchase of life insurance. Any employee who may be eligible to become a member of the Bargaining Unit shall be covered by the Educators Security Plan by Horace Mann.

- 15.5.c The Board will pay 80% of the monthly premium towards an employee's single coverage group health insurance plan; 65% of the monthly premium towards an employee's employee + 1 dependent group health insurance plan, and 65% of the monthly premium towards an employee's employee + 2 or more dependent family coverage group health insurance plan. In addition, the School District will pay \$10 per month toward an employee's single coverage group dental plan; \$20 per month toward an employee's employee + 1 dependent coverage group

dental plan, and \$20 per month towards an employee's family coverage group dental plan. The provision of 15.5e shall not be applicable to bargaining unit members who drop dental insurance coverage.

15.5.d Teachers will have the right to have an annuity deducted from their salary provided written notification is given. Notification to deduct for annuity will be accepted September 15th, January 15th, and May 15th.

15.5.e Bargaining Unit Members who drop insurance coverage and in so doing, cause a savings to the total premium presently being paid by the district, may have a tax sheltered annuity investment equal to the following amounts based on the group health insurance eligibility:

\$2,359 Employee only
\$4,025 Employee + 1 dependent
\$4,500 Employee + 2 or more dependents

No more than ten (10) members may drop in a fiscal year. This option is only applicable for teachers who are employed by the District on or before August 19, 2003. Teachers hired after August 19, 2003, may have a tax-sheltered investment of \$500 annually.

15.5.f Any increases in insurance premiums paid by the employees shall not take effect until the September 15th paycheck.

Article XVI FAIR SHARE AGREEMENT

16.1 Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

16.2 In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

16.3 Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

16.4 In the event of any legal action against the Employer brought in a court or

administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel provided:

- 16.4. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 16.4.a The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available to both trial and to all appellate levels.
- 16.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
 - 16.5.a It is expressly understood that this save-harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board.
- 16.6 The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair-share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association Educational Labor Relations Board (see Page 23, "Religious Dissenters").

ARTICLE XVII

BENTON CONSOLIDATED HIGH SCHOOL
Benton, Illinois

17. SALARY SCHEDULE

2003-2004
2004-2005
2005-2006
SCHOOL YEARS

Work beyond a Bachelor's Degree:

Teachers working toward a Master's Degree will be allowed credits for each eight (8) semester hours earned by the beginning of the school year. Any work beyond the first Masters Degree up to 24 semester hours may be counted toward increments beyond the Masters. Before credit on salary schedule will be given, proof of credit earned must be filed with the office prior to September 1st.

2003-2004

2004-2005

2005-2006

17.1.a Additional Salary Agreement. This salary schedule is for a full-time teaching load allowing one preparation period per day. Beginning with the 2000-2001 School Year, while the district's Master Schedule is on the **8 Block Schedule** which requires three teaching classes and provides one preparation period per school day, if a teacher is required to teach during his or her preparation period on either "A" or "B" Day for one semester, that teacher will be paid an additional 6.25% percent of that teacher's base salary for this extra semester class; if the teacher is required to teach during his/her preparation period on both "A" and "B" Days for one semester, that teacher will be paid an additional 12.5% of that teacher's base salary; if the teacher is required to teach during his/her preparation period on either "A" or "B" Day for the entire school year, that teacher will be paid an additional 12.5% of that teacher's base salary; if the teacher is required to teach during his/her preparation period on both "A" and "B" Days for the entire school year, that teacher will be paid an additional 25% of that teacher's base salary.

- 17.1.b The parties agree that the full board paid retirement will be paid by the Board beginning with the 1983-84 school year. If the percentage increases, this increase will be computed into the salary package negotiated between the Board and the BEA the year of the increase.
- 17.1.c Beginning with the 1994-95 school year, any teacher assigned to an extra-curricular assignment who was not assigned to that extra-curricular assignment during the 1993-94 school year will not be eligible for the Additional Pay Allotments as outlined in Article 17.2. Teachers who were assigned to extra-curricular positions during the 1993-94 school year and who are eligible for additional pay allotments will continue to receive the allotments until they resign or until they are not assigned to the position any longer.
- 17.1.d If a teacher who is eligible for additional pay allotments because of being assigned to the extra-curricular position during the 1993-94 school year is no longer assigned because of a reduction in force (RIF), the teacher will continue to be eligible for the Additional Pay Allotments if he/she is subsequently reassigned to that extra- curricular position.
- 17.1e The first year a teacher teaches a distance learning class, that teacher will be paid an additional 7.15% of that teacher's base salary for two semesters and 3.75 % for one semester. The second year a teacher teaches a distance learning class, that teacher will be paid an additional 3.575% of that teacher's base for two semesters and 1.78% of that teacher's base for one semester.

Article XVII (Salary Schedule)

17.2 ADDITIONAL PAY ALLOTMENTS:

2003-2006

The schedule below will be utilized for the total of extra duty percentages equaling less than 4%.

Years Experience	% of base of 24,000	Amount
0 - 2	0	\$ 0.00
3 - 5	0.5	120.00
6 - 8	1.0	240.00
9 - 11	1.5	360.00

The schedule below will be utilized for the total of extra duty percentages equaling 4% and greater.

Years Experience	% of base of 24,000	Amount
0 - 2	0	\$ 0.00
3 - 5	1.0	240.00
6 - 8	2.0	480.00
9 - 11	3.0	720.00

Experience will be calculated one time for all combined activities.

*Experience does not apply.

2003-2006

	% base of \$24,000	Amount
Audio-visual Director	7.0	1,680.00
Band	9.0	2,160.00
Bus Chaperone (athletic events)*	.16-2/3 per trip	40.00
Cheerleader Sponsor	14.5	3,480.00
Choral Director	9.0	2,160.00
Club Sponsor	2.0 per Club	480.00
Dance Chaperone*		12.00
Echo Sponsor	12.0	2,880.00
Summer Driver Education *	.43636 per student	104.73
Interscholastic Drama	4.0	960.00
Interscholastic Speech Coach	8.0	1,920.00
Assistant	4.0	960.00
Play Director (Per Play)	4.5	1,080.00
Pom Pon Competition Sponsor	7.0	1,680.00
Pom Pon Sponsor	5.0	1,200.00
Scholar Bowl Coach/Jets	9.0 (each)	2,160.00
Student Council Sponsor	8.0	1,920.00
Yearbook Sponsor	6.0 (with class)	1,440.00
Mentor		
Induction	.010638	255.31
Instruction	.010638	255.31
CLASS SPONSORS (2 PER CLASS)		
Senior	3.0	720.00
Project Graduation	2.0	480.00
Junior	4.0	960.00
Sophomore	2.0	480.00
Freshman	2.0	480.00

MUSICAL

Band	6.0	1440.00
Chorus	6.0	1440.00
Drama	6.0	1440.00

*does not apply to experience increment

Any extra-duty stipend that is removed from the contract because no one holds the position, will be reinstated at the same percentage when the position is reinstated.

Article XVII (Salary Schedule) Cont'd

ADDITIONAL PAY ALLOTMENTS:

2003-2006

COACHING EXPERIENCE SCHEDULE:

Years Experience	% of base of 24,000	Amount
0 - 2	0	\$ 0.00
3 - 5	1.0	240.00
6 - 8	2.0	480.00
9 - 11	3.0	720.00

2002-2003

% of base of 24,000	Amount
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Athletic Director	19.23	4,615.00
Assistant Athletic Director	11.0	2,640.00

COACHING SALARIES: Girl's

Basketball	18.0	4,320.00
Assistant Basketball	11.0	2,640.00
Volleyball	17.0 (if alone)	4,080.00
	16.0 (w/asst.)	3,840.00
Assistant Volleyball (2)	8.0	1,920.00
Track	11.0	2,640.00
Assistant Track	7.0	1,680.00
Softball	11.0	2,640.00
Assistant Softball	7.0	1,680.00
Golf	6.0	1,440.00
Tennis	6.0	1,440.00

COACHING SALARIES: Boy's

Football	18.0	4,320.00
Assistant Football	11.0	2,640.00
Basketball	18.0	4,320.00
Assistant Basketball	11.0	2,640.00
Track	11.0	2,640.00
Assistant Track	7.0	1,680.00
Baseball	11.0	2,640.00
Assistant Baseball	7.0	1,680.00
Cross Country	14.0	3,360.00
Assist Cross Country	8.0	1,920.00
Wrestling	12.0 with ass't	2,880.00
	15.0 without ass't	3,600.00
Assistant wrestling	8.0	1,920.00
Golf	6.0	1,440.00
Tennis	6.0	1,440.00
Physical Fitness	4.5	1,080.00
If 2 are selected will receive	2.5	600.00
Intramurals for Boys and Girls	7.5 plus increment as Ass't Coaches	1,800.00

(pages 48-49-50 –51 Seniority List Teachers)

Article XIX RECOGNITION(Secretaries)

19.1 The Board of Education of School District 103, Benton, Illinois hereinafter referred to as the Employer, hereby recognizes The Benton

Education Association as the exclusive bargaining representative for wages, hours, and all other conditions of employment for all full-time and regular part-time secretarial employees of the District.

Article XX SENIORITY(Secretaries)

- 20.1 Seniority shall date from the first day of work following the 90-day probation period. After the successful completion of the probationary period, seniority will revert to the first day of work.
- 20.2 Seniority, for the purpose of lay-off, job bidding, or other specified purposes, shall be district wide. In the event that two or more employees shall be hired at the same board meeting, the Board shall designate the seniority standing at the time of employment. Such seniority standing shall be included in the hiring resolution recorded in the minutes of the Board.
- 20.3 In case of lay-off in any classification covered by this agreement, the youngest employee in point of seniority within the job classification affected will be laid off first. When laid off employees are called back to work, the procedure will be reversed; the oldest employee in point of seniority will be called back first.
- 20.4 In any classification covered by this agreement, seniority earned in any higher classification shall be added to any previous seniority earned in any lower classification for the purpose of job bidding, layoff, bumping, etc. Should any employee in any classification be given cause to exercise his/her seniority, he/she shall be permitted to bump any employee with lesser seniority in any classification that his/her seniority permits.
- 20.5 Any secretary laid off will have a two-year reinstatement period from the date of layoff. No new employee shall be hired while any employee having call-back rights in classifications covered by this agreement is on layoff until that employee has been offered, in writing, the opportunity to work the hours for which the new employee would be hired. Refusal to return to work for less hours or a lower rate of pay than his/her former position provided shall not change any laid-off employees call-back rights under this agreement.
- 20.6 Whenever a vacancy occurs or a new position is created, such vacancy or new position shall be put in writing and forwarded by the Superintendent to each employee within the purview of this Article.
- 20.7 Bids will be accepted for the vacancy or new position at a meeting of the staff, at a time and place designated by the Superintendent, within thirty (30) days of the date the vacancy occurs. Bids will be accepted for the

vacancy or new position on the basis of seniority and qualifications. Any vacancy created by the first bid will be placed for bid during the same meeting. The employee with the most seniority shall be assigned to the vacancy or new position, providing he/she has the necessary qualifications to fill the position. Whenever there is doubt about qualifications, persons bidding on the position shall be given up to thirty (30) days probationary period to qualify. In the event that an employee does not qualify for the vacancy or new position, he/she shall return to his/her former position, and the employee with the second higher seniority, who has also bid on the position, shall be assigned to the position under the same provisions. The same procedure shall be followed until the position or positions are filled.

20.8 Employee evaluations during these probationary periods shall be in writing and placed in the employee's Personnel File with a copy given to the employee. Such evaluations are not subject to the grievance procedure, but are subject to review and to discussion.

20.9 A committee and administration will form an evaluation procedure for the secretaries during the 1994-95 school year and implement the procedure in the 1995-96 school year.

Article XXI HOURS OF WORK (Secretaries)

21.1 Secretaries shall have a sixty (60) minutes lunch period.

21.2 All time worked in excess of eight (8) hours per day and/or forty (40) hours in one week, or any work done on a Saturday when the forty (40) hour work week is exceeded shall be overtime and paid at a rate of one and one-half times the employee's regular rate of pay.

Article XXII HOLIDAYS(Secretaries)

22.1 The following holidays, with regular rate of pay for eight (8) hours per day for full-time employees, will be recognized and observed by all employees covered by this agreement:

New Year's Eve	Columbus Day	ThanksgivingDay
New Year's Day	Veteran's Day	Day after Thanksgiving
Lincoln's Birthday	Memorial Day	Christmas Eve
Labor Day	Casimir Pulaski	Christmas Day
Martin Luther King's Birthday		

Independence Day shall be a paid holiday for 12 month employees.

When any of the above named holidays falls on a Saturday or Sunday, the following Monday and/or preceding Friday will be observed as a Holiday, providing school is not in session on that day.

- 22.2 Employees in classifications covered by this Agreement shall work the same schedule as other employees of the District for those days declared as "snow days" and shall suffer no loss of pay for days so declared.

Article XXIII VACATIONS(Secretaries)

- 23.1 Effective July 1, 1983, 12-month employees covered by this Agreement will accumulate time as follows:
- a. Employees who have not completed a full year of service as of June 30th of their first year will be entitled to one day's vacation allowance for each month of service, up to a maximum of ten days total.
 - b. Twelve-month employees who have been employed for a period of one year or more on or before June 30th, will be entitled to two weeks vacation with pay. Such vacation is to be taken only during the summer months while school is not in session unless another time is approved by the Superintendent.
 - c. Twelve-month employees who have been employed for a period of seven (7) years or more on or before June 30th, will be entitled to three weeks vacation with pay.
 - d. Up to one week of vacation may be used at any non-attendance time during the year. Vacation days may not accumulate from one fiscal year to the next.
 - e. Twelve-month employees who have been employed for twelve (12) or more years on or before June 30th will be entitled to four (4) weeks vacation with pay.
 - f. All others will be pro-rated at 75% of the vacation allowance for 12-month employees.

Article XXIV LEAVES (Secretaries)

- 24.1 Personal Leave

Four (4) personal Leave days will be allowed by each employee per year. Personal leave days may be taken before or after a vacation or holidays with the permission of the Superintendent. If these days are not used, they will accumulate as sick leave days.

24.2 Sick Leave

Any employee with 180 days of accumulated sick leave shall be entitled to be paid for any of the ten (10) sick days not used during any year of this contract at the rate that such employee would be paid for unused sick days if departing from the district.

24.3 Sick Leave Bank

The Benton High School Board of Education, in cooperation with the Association, has established a Sick Leave Bank on a voluntary basis. Any Bargaining Unit Member or secretarial staff is eligible to participate. (See Article XIV)

24.4 An added benefit for all non-certified school personnel is a bonus based on unused sick leave when leaving the school system. Notice of leaving must be given by the start of the school year.
The payment schedule is as follows:

From 0 to 4 years of service -- \$15 per day
From 5 to 8 years of service -- \$20 per day
From 9 to 12 years of service -- \$25 per day
From 13 to 16 years of service -- \$30 per day
From 17 to 20 years of service -- \$35 per day

Article XXV WAGES/BENEFITS (Secretaries)

2003-2004

Wages for the term of this agreement shall be as follows:

\$12.61 Base Salary

Years 1 - 15, 17 at 3%
 Year 16 at 6%

Year		HOURLY WAGE	IMRF BENEFIT PER HOUR	ASSOCIATE DEGREE	IMRF BENEFIT PER HOUR
0	0%	\$12.61	\$0.77	\$12.99	\$0.80
1	3%	\$12.99	\$0.80	\$13.37	\$0.82
2	6%	\$13.37	\$0.82	\$13.74	\$0.84
3	9%	\$13.74	\$0.84	\$14.12	\$0.87
4	12%	\$14.12	\$0.87	\$14.50	\$0.89
5	15%	\$14.50	\$0.89	\$14.88	\$0.91
6	18%	\$14.88	\$0.91	\$15.26	\$0.94
7	21%	\$15.26	\$0.94	\$15.64	\$0.96
8	24%	\$15.64	\$0.96	\$16.01	\$0.98
9	27%	\$16.01	\$0.98	\$16.39	\$1.00
10	30%	\$16.39	\$1.00	\$16.77	\$1.03
11	33%	\$16.77	\$1.03	\$17.15	\$1.05
12	36%	\$17.15	\$1.05	\$17.53	\$1.07
13	39%	\$17.53	\$1.07	\$17.91	\$1.10
14	42%	\$17.91	\$1.10	\$18.28	\$1.12
15	45%	\$18.28	\$1.12	\$18.67	\$1.17
16	51%	\$19.04	\$1.17	\$19.42	\$1.20
17	54%	\$19.42	\$1.19	\$19.80	\$1.23

2004-2005

Wages for the term of this agreement shall be as follows:

\$13.11 Base Salary
 Years 1 - 15, 17 at 3%
 Year 16 at 6%

YEAR		HOURLY WAGE	IMRF BENEFIT PER HOUR	ASSOCIATE DEGREE	IMRF BENEFIT PER HOUR
0	0%	\$13.11	\$0.80	\$13.50	\$0.83
1	3%	\$13.50	\$0.83	\$13.90	\$0.85
2	6%	\$13.90	\$0.85	\$14.29	\$0.88
3	9%	\$14.29	\$0.88	\$14.68	\$0.90
4	12%	\$14.68	\$0.90	\$15.08	\$0.92
5	15%	\$15.08	\$0.92	\$15.47	\$0.95
6	18%	\$15.47	\$0.95	\$15.86	\$0.97
7	21%	\$15.86	\$0.97	\$16.26	\$1.00
8	24%	\$16.26	\$1.00	\$16.65	\$1.02
9	27%	\$16.65	\$1.02	\$17.04	\$1.04
10	30%	\$17.04	\$1.04	\$17.44	\$1.07
11	33%	\$17.44	\$1.07	\$17.83	\$1.09
12	36%	\$17.83	\$1.09	\$18.22	\$1.12
13	39%	\$18.22	\$1.12	\$18.62	\$1.14
14	42%	\$18.62	\$1.14	\$19.01	\$1.17
15	45%	\$19.01	\$1.17	\$19.41	\$1.21
16	51%	\$19.80	\$1.21	\$20.19	\$1.25
17	54%	\$20.19	\$1.24	\$20.58	\$1.27

2005-2006

Wages for the term of this agreement shall be as follows:

\$13.61 Base Salary
 Years 1 - 15, 17 at 3%
 Year 16 at 6%

YEAR	HOURLY	IMRF BENEFIT	ASSOCIATE	IMRF BENEFIT
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		WAGE	PER HOUR	DEGREE	PER HOUR
0	0%	\$13.61	\$0.83	\$14.02	\$0.86
1	3%	\$14.02	\$0.86	\$14.43	\$0.88
2	6%	\$14.43	\$0.88	\$14.83	\$0.91
3	9%	\$14.83	\$0.91	\$15.24	\$0.93
4	12%	\$15.24	\$0.93	\$15.65	\$0.96
5	15%	\$15.65	\$0.96	\$16.06	\$0.98
6	18%	\$16.06	\$0.98	\$16.47	\$1.01
7	21%	\$16.47	\$1.01	\$16.88	\$1.03
8	24%	\$16.88	\$1.03	\$17.28	\$1.06
9	27%	\$17.28	\$1.06	\$17.69	\$1.08
10	30%	\$17.69	\$1.08	\$18.10	\$1.11
11	33%	\$18.10	\$1.11	\$18.51	\$1.13
12	36%	\$18.51	\$1.13	\$18.92	\$1.16
13	39%	\$18.92	\$1.16	\$19.33	\$1.18
14	42%	\$19.33	\$1.18	\$19.73	\$1.21
15	45%	\$19.73	\$1.21	\$20.14	\$1.26
16	51%	\$20.55	\$1.26	\$20.96	\$1.30
17	54%	\$20.96	\$1.28	\$21.37	\$1.32

Article XXVI TUITION

- 26.1 The Board shall reimburse Secretaries to a maximum of \$700 per contract year for tuition and fees upon presentation of receipt for tuition and evidence to indicate successful completion of the course to the treasurer, who, upon approval of the superintendent, will issue a check for reimbursement of tuition and fees. Pre-payment of tuition and fees can be arranged with the Superintendent. Request for approval must be submitted in writing to the Superintendent as to the intent to take the course within two (2) weeks before registration and have a response in

writing before the date of registration. The selected/approved courses must pertain to projected or current secretarial positions.

- 26.2 All secretaries will be allowed to attend two workshops per year with expenses limited and covered as follows: hotels \$80 per day, meals \$40.00 per day, and registration \$75.00 per conference.

Article XXVII SENIORITY LIST* (Secretaries)

Year of Employment	Name	Year of Experience
1975-76	Barbara Walton	28 yrs.
1996-97	Dianna Roper	9 yrs.
1999	Alecia Moore	4 yr.

*Entering into 2003-2004

Article XXVIII RECOGNITION (Student Support Personnel)

- 28.1 The Board of Education of School District 103, Benton, Illinois, hereinafter referred to as the Employer, hereby recognizes the Benton Education Association as the exclusive bargaining representative for wages, hours, and all other conditions of employment for all full-time and regular part-time Student Support Personnel of the district.
- 28.2 A committee and administration will form an evaluation procedure for the Student Support Personnel during the 1994-95 school year and implement the procedure in the 1995-96 school year.

Article XXIX HOURS OF WORK (Student Support Personnel)

- 29. Student Support Personnel shall have a lunch period equal to the teacher's lunch period.
- 29.1 All time worked in excess of eight (8) hours per day and/or forty (40) hours in one week or any work done on a Saturday when the forty (40) hour work week is exceeded shall be overtime and paid at a rate of one and one-half times the employee's regular rate of pay.
- 29.2 All Student Support Personnel shall be accountable for 180 attendance days as scheduled per the school calendar.

Article XXX LEAVES (Student Support Personnel)

- 30.1 Personal Leave
All Student Support Personnel will be allowed four (4) personal leave days per year. Personal leave days may be taken before or after a vacation or holidays with the permission of the Superintendent. If these days are not used, they will be accumulated as sick leave days.
- 30.2 Sick Leave Bank
The Benton High School Board of Education, in cooperation with the Association, has established a Sick Leave Bank on a voluntary basis. Any Bargaining Unit Member is eligible to participate. (See Article XIV)
- 30.3 An added benefit for all Student Support Personnel is payment of unused sick leave when leaving the school system. Notice of leaving must be given by the start of the school year. The payment schedule is as follows:

From 0 to 4 years of service -- \$15 per day
From 5 to 8 years of service -- \$20 per day
From 9 to 12 years of service -- \$25 per day
From 13 to 16 years of service -- \$30 per da
From 17 to 20 years of service -- \$35 per day

Article XXXI WAGES (BENEFITS)(Student Support Personnel)

2003-2004

Credit will be given for seven (7) hours per day; with one lunch period to the Illinois Municipal Retirement Fund participant for all those over six (6) hundred hours.

Credit given for years on position only.

\$11.00 Base Salary

Experience = 3% of previous cell
 Year 16 = 6% of previous cell

YEAR	HOURLY WAGE	IMRF BENEFIT PER HOUR	ASSOCIATE DEGREE	IMRF BENEFIT PER HOUR
0	\$11.00	\$0.67	\$11.33	\$0.69
1	\$11.33	\$0.69	\$11.67	\$0.72
2	\$11.67	\$0.72	\$12.02	\$0.74
3	\$12.02	\$0.74	\$12.38	\$0.76
4	\$12.38	\$0.76	\$12.75	\$0.78
5	\$12.75	\$0.78	\$13.13	\$0.81
6	\$13.13	\$0.81	\$13.53	\$0.83
7	\$13.53	\$0.83	\$13.93	\$0.85
8	\$13.93	\$0.85	\$14.35	\$0.88
9	\$14.35	\$0.88	\$14.78	\$0.91
10	\$14.78	\$0.91	\$15.23	\$0.93
11	\$15.23	\$0.93	\$15.68	\$0.96
12	\$15.68	\$0.96	\$16.15	\$0.99
13	\$16.15	\$0.99	\$16.64	\$1.02
14	\$16.64	\$1.02	\$17.14	\$1.05
15	\$17.14	\$1.05	\$17.65	\$1.08
16	\$18.17	\$1.11	\$18.71	\$1.15

2004-2005

Credit will be given for seven (7) hours per day; with one lunch period to the Illinois Municipal Retirement Fund participant for all those over six (6) hundred hours.

Credit given for years on position only.

\$11.44 Base Salary

Experience = 3% of previous cell
 Year 16 = 6% of previous cell

YEAR	HOURLY	IMRF BENEFIT	ASSOCIATE	IMRF BENEFIT
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	WAGE	PER HOUR	DEGREE	PER HOUR
0	\$11.44	\$0.70	\$11.78	\$0.72
1	\$11.78	\$0.72	\$12.14	\$0.74
2	\$12.14	\$0.74	\$12.50	\$0.77
3	\$12.50	\$0.77	\$12.88	\$0.79
4	\$12.88	\$0.79	\$13.26	\$0.81
5	\$13.26	\$0.81	\$13.66	\$0.84
6	\$13.66	\$0.84	\$14.07	\$0.86
7	\$14.07	\$0.86	\$14.49	\$0.89
8	\$14.49	\$0.89	\$14.93	\$0.92
9	\$14.93	\$0.92	\$15.37	\$0.94
10	\$15.37	\$0.94	\$15.84	\$0.97
11	\$15.84	\$0.97	\$16.31	\$1.00
12	\$16.31	\$1.00	\$16.80	\$1.03
13	\$16.80	\$1.03	\$17.30	\$1.06
14	\$17.30	\$1.06	\$17.82	\$1.09
15	\$17.82	\$1.09	\$18.36	\$1.13
16	\$18.89	\$1.16	\$19.46	\$1.19

2005-2006

Credit will be given for seven (7) hours per day; with one lunch period to the Illinois Municipal Retirement Fund participant for all those over six (6) hundred hours.

Credit given for years on position only.

\$11.88 Base Salary

Experience = 3% of previous cell

Year 16 = 6% of previous cell

YEAR	HOURLY WAGE	IMRF BENEFIT PER HOUR	ASSOCIATE DEGREE	IMRF BENEFIT PER HOUR
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0	\$11.88	\$0.73	\$12.24	\$0.75
1	\$12.24	\$0.75	\$12.60	\$0.77
2	\$12.60	\$0.77	\$12.98	\$0.80
3	\$12.98	\$0.80	\$13.37	\$0.82
4	\$13.37	\$0.82	\$13.77	\$0.84
5	\$13.77	\$0.84	\$14.19	\$0.87
6	\$14.19	\$0.87	\$14.61	\$0.90
7	\$14.61	\$0.90	\$15.05	\$0.92
8	\$15.05	\$0.92	\$15.50	\$0.95
9	\$15.50	\$0.95	\$15.97	\$0.98
10	\$15.97	\$0.98	\$16.44	\$1.01
11	\$16.44	\$1.01	\$16.94	\$1.04
12	\$16.94	\$1.04	\$17.45	\$1.07
13	\$17.45	\$1.07	\$17.97	\$1.10
14	\$17.97	\$1.10	\$18.51	\$1.13
15	\$18.51	\$1.13	\$19.06	\$1.17
16	\$19.62	\$1.20	\$20.21	\$1.24

Article XXXII TUITION

32.1 The Board shall reimburse Student Support Personnel to a maximum of \$700 per contract year for tuition and fees upon presentation of receipt for tuition and evidence to indicate successful completion of the course to the Treasurer, who, upon approval of the Superintendent, will issue a check for reimbursement of tuition and fees. Request for approval must be submitted in writing to the Superintendent as to the intent to take the course within two (2) weeks before registration. The selected/approved courses must pertain to projected or current Student Support Personnel positions.

32.2 Student Support Personnel will be allowed to attend two workshops per year with expenses limited and covered as follows: hotels \$80.00 per day, meals \$40.00 per day, and registration \$75.00 per conference.

Article XXXIII HOLIDAYS (Student Support Personnel)

33.1 The following holidays, with regular rate of pay per day for full-time employees, will be recognized and observed by all employees covered by this agreement:

New Year's Eve	Columbus Day	Thanksgiving Day
New Year's Day	Veteran's Day	Day after
Thanksgiving		
Lincoln's Birthday	Memorial Day	Christmas Eve
Labor Day	Casimir Pulaski	Christmas Day
Martin Luther King's Birthday		

Independence Day shall be a paid holiday for 12-month employees.

Article XXXIV SENIORITY LIST* (Student Support Personnel)

of	Year of Employment	Name	Years Experience
	1981	Denise Younger	24 yrs.
	1987	JoLynn Melvin	19 yrs.
	1988	Kay Bell	29 yrs.
	1994	LaDonne Verschuren	9 yrs.
	1998	Judith Lampley	15 yrs.
	2000	Gayla McClerren	3 yrs.
	2001	Daphne Thomason	2 yrs.
	2002	Nelly Kelley	1.33 yrs.

* Entering into 2003-2004

No Reprisals

The Board of Education shall take no reprisals, including, but not limited to any adverse action or discrimination with respect to hiring, discharge, promotion, transfer, assignment, salary, fringe benefits, (e.g. insurance), hours, or any other terms or conditions of employment, because of the work stoppage from August 19, 2003, to and including September 21, 2003, or because of the employee participation in activities on behalf of, or other conduct related to the work stoppage. The parties agree that the dock days agreed to by the parties do not constitute a reprisal.

All notices, warnings, or other documents concerning the work stoppage contained in personnel or other employee files shall be removed and the files expunged.

Dock Days for the 2003-2004 school year

All teachers who are members of the bargaining unit will be docked 2/180ths of their gross salary on the respective salary schedules.

All secretaries and support personnel who are members of the bargaining unit will be docked 2 days for their yearly salary.

The calendar shall be modified by the Board of Education including extending the school year to allow for a school calendar of 178 days plus 5 emergency days.

Article XXXV Duration

This Agreement shall be effective on August 1, 2003, and shall expire on July 31, 2006.

This Agreement is signed this _____ day of _____, 20__.

For Benton Education Association

For the Board of Education

President

President

Secretary

Secretary

1

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