

EXHIBITS

EXHIBIT ARTICLE IV

GRIEVANCE

Name of grievant _____

Name of grievant's immediate supervisor _____

Consistent with the procedure for adjusting grievances, I have taken the following action(s) on the dates and with the persons shown.

Informal discussion _____

Step 1 _____

Step 2 _____

Step 3 _____

Nature of grievance (include specific Article, clause, sentence of Agreement alleged to be violated and description of alleged violation)

Remedy sought _____

Date of event(s) giving rise to this grievance _____

Date of grievance _____

Received by _____

Signature

Date received _____

Received by _____

Signature

EXHIBIT ARTICLE V A

GRADUATE HOURS

1. Employees in B.A. or B.A.+15 lanes may carry a maximum of 15 graduate hours that are not used in the M.A. program beyond the M.A. These hours must be earned prior to the beginning of the 1989-90 school year.
2. Employees in the B.A.+32 lane may use up to 30 graduate hours not used in an M.A. degree to advance across the salary schedule. These hours must be earned prior to the beginning of the 1989-90 school year. Employees may not advance any more than 2 lanes in any one year. (A teacher currently in the B.A.+32 who earns an M.A. degree and used none of his/her 32 hours in the M.A. program would advance two lanes the first year. From B.A.+32, beyond the M.A. to the M.A.+15. In year two, that individual would move to the M.A.+30 lane.
3. If an approved Masters program requires more than 32 graduate credits, those graduate credits in excess of 32 within an approved graduate program shall be credited toward salary schedule lane advancement.

SALARY SCHEDULE

Salary Schedule – Longevity
(Longevity is defined as off the salary schedule)

1. Any teacher currently on the salary schedule (not in longevity in 04-05) and who reaches the bottom step in his/her lane remains at that step until such time as they complete the necessary graduate hours to move to another lane. That teacher's salary is "frozen" at that step and the only increase from year to year is what that step indicates on the future year's salary schedule. Any movement to another lane based upon graduate credit is at that step regardless of the years the teacher spends at that step.

Example: A teacher reaches Step 11 in Lane A in the 2005-06 school year. This teacher's salary is \$47,664. The teacher would remain at Lane A and Step 11 in subsequent years and would receive the respective salary published for that lane and step until such time as the teacher qualifies for a lane change based upon graduate credit. In 06-07, this teacher would receive the salary of Lane A Step 11, which is \$49,691. At such time the teacher qualifies for a lane change due to graduate credits, the teacher would move to the same step he/she is currently on but to the new lane. A teacher in Lane A Step 11 who then completes a Masters Degree would be placed in Lane D Step 11 for that year. The teacher would then move from Lane D Step 11 in the normal fashion. Teacher advises in January of 06-07 school year that a Masters has been earned. Salary computation $\$56,362 - \$49,691 = \$6,671$ divided by 2 = $\$3,335.50 + \$49,691 = \$53,026.50$ which is prorated for the second half of 06-07. The teacher then moves to Lane D Step 12 for the 07-08 school year and so forth.

2. Any teacher currently in longevity (04-05 school year) shall be placed onto the salary schedule during the term of the Agreement in their current lane when a salary step is at or greater than the teacher's current existing salary within \$100. This salary step position becomes the teacher's salary step position, and all future movement based upon service or additional education will be based on this step.

Example: A teacher is currently in longevity in Lane B with a salary in the 06-07 school year of \$51,082. That teacher would be placed in Lane B at Step 11, which is \$51,182. The teacher would then follow above.

3. Any teacher currently in Longevity which does not fall under 2 above would receive salary increases based upon his/her 04-05 salary as follows: (05-06) 4.25%, (06-07 to 09-10) 4.0%.
4. Any teacher currently in Longevity which does not fall under 2 above and who completes graduate credit permitting a lane change would be moved to that respective lane at a step that is closest, but greater than that teacher's current salary plus one step. If there is no available step (based upon dollar amount previously noted) the teacher's adjusted salary would be determined by the percentage difference between the two lanes and would continue to follow yearly increases as noted in 3 above, until sufficient graduate credit is earned to permit movement to as outlined in 1 and 2 above. Thereafter, 1 and 2 above would apply. Regardless of the aforementioned computations, no teacher will be placed at a step number lower than or salary less than where his/her current lane assignment ends (for Lanes A & B this is step 11; for Lanes C, D & E this is step 19).

Example: A teacher is in Longevity in Lane A in the 06-07 school year at a salary of \$56,200. That teacher completes a BA + 15 which is Lane B. There is no salary step in Lane B that is greater than the teacher's current salary. The difference between Lane A and B is 3%. The teacher's adjusted salary would be $\$56,200 \times 1.03 = \$57,886$. That teacher would remain in longevity following 3 above based upon the new adjusted salary. However, the same teacher in 06-07 completes a Masters. That teacher would be placed in Lane D Step 12. Current salary \$56,200 reference point in Lane D which is closest but greater is Step 11 at \$56,362 then move to the next step \$58,054 which would be the teacher salary for 06-07 prorated as in the calculations in 1 above, and becomes the step and lane placement for the teacher and all future service and graduate credit movement is from that point.

**EXHIBIT ARTICLE V E
EXTRA DUTY PAY SCHEDULE
(2005-2010)**

To determine extra-duty salary, multiply the current base salary (Step 1, Lane 1) by the index points for each activity.

An assistant coach moving to a head coaching position in the same sport will be allowed to transfer his/her years of experience to the head position.

A person changing coaching assignments will be placed on the step commensurate with their coaching experience in that sport in District 25.

Level I	Step 1 0-3 yrs. .0580	Step 2 4-7 yrs. .0638	Step 3 8 + yrs. .0702	Step 4 12 + yrs. .0772
Boys Basketball Varsity Junior Varsity				
Girls Basketball Varsity Junior Varsity				
Student Council Athletic Director Evergreen Leadership				
Level II	.0480	.0528	.0581	.0639
Head Soccer Volleyball Building Leadership Team (Benjamin 6-8 and Spec. Ed.) Chorus-Middle School				
Level III	.0390	.0419	.0461	.0507
Building Leadership Team (Evergreen K-4, Benjamin 5 and specialists) Intramurals Benjamin Intramurals Volleyball (.0130) Basketball Boys (.0130) Basketball Girls (.0130) Head Track Pom Poms Chess Club Leadership Club Yearbook Patrol and Crossing Guard Art Club School Store (Benj. & Evgr.)				

Level IV	.0280	.0308	.0339	.0373
Assistant Soccer				
Assistant Track				
6th Grade Basketball				
Advisory Coordinator				
Outdoor Ed. Coordinator				
Talent Show				

The following extra-duty positions will be paid at the hourly rate of \$22.00 for 2005-06, \$23.00 for 2006-07, \$24.00 for 2007-08, \$25.00 for 2008-09, and \$25.00 for 2009-2010.

Crossing/Evergreen	Lunch Supervision
Before School Supervision	Playground Supervision
Summer Curriculum Work	Internal Substitution
Game Day Supervisor (Benjamin)	Crowd Control (Paid Single Hourly Rate Per Game)

The following extra-duty positions will be paid at a flat rate for the years 2005-2010:

Outdoor Educator	\$350
Project Fair Sponsor	\$350
Eighth Grade Expanded	\$350
Summer Trip Chaperone	

Staff members may be employed for before school supervision. The rate of compensation will be the hourly extra-duty rate. Staff members may volunteer for this duty. If there are not a sufficient number of volunteers, staff members will work on a rotational basis. (One adult for each 150 students). The library aide and other aides, when possible, will be used for supervision. If the need for additional supervision arises, the Board, administration and Association will discuss the situation prior to implementation.

INTRODUCTION TO MEMORANDA

1. The attached memoranda are for informational purposes only. They are clearly not part of the negotiation agreement between the parties, but merely serve to provide a common understanding of part of the history of the collective bargaining process between the parties.
2. The attached memoranda of understanding were accomplished during past periods of negotiations which led to negotiated agreements, with the understanding that the memoranda would not be in the Agreement. However, the parties agreed to include the memoranda following the last official page of the Agreement only as a convenience to the Benjamin Education Association and the Benjamin School District 25 Board of Education, with the original intent remaining permanent and that these memoranda are not a part of the negotiated Agreement and as such, the substance of these memoranda are not subject to the contractual grievance process.
3. It is not the intent, nor is it the representation of the parties, that the attached memoranda represent each and all of the memoranda of understanding reached during the history of the relationship between the parties.

Index No.	Title:	Adopted Date
GCBAAA	EMPLOYEE BENEFITS - ADVANCEMENT ON COMPENSATION SCHEDULE	9/28/81
		Page 1 of 2

Effective July 1, 1981, records of certified staff will be updated to show total experience credit on a full-time-equivalent basis for service prior to and in District 25. Generally, a maximum of 6 years credit for service prior to District 25 will be granted. However, the superintendent, at his/her discretion, may waive this guideline if it is necessary to employ an individual in an area requiring specialized skills (i.e. special education or technology) and/or job-related experience.

Fractions of years' service will be added together in order to obtain a full-time equivalent for purposes of initial compensation schedule placement only. Advancement on the compensation schedule will be by steps according to a teacher's experience credit as follows:

1. Full-time teachers will move one full step for each year of full-time service.
2. Part-time teachers employed at the .5 level or greater will move 1 full step for each year of service at the .5 level or greater.
3. Part-time teachers employed at the .49 level or less will move 1 full step for every two years of service at the .49 level or less.

Movement across lanes will be according to the professional preparation specified as necessary for placement in each lane. Any teacher who moves to the top step in a given lane and then earns the required graduate semester hours to move to a higher lane, may not move more than one step on the salary schedule in any given year. Hours credited beyond a degree must have been earned after receipt of the degree with the following exceptions:

- A. Employees in BA or BA+15 lanes may carry a maximum of 15 graduate hours that are not used in the MA program beyond the MA. These hours must be earned prior to the beginning of the 1989-90 school year. Approval for 1989 summer school courses must have been requested by June 3, 1989, or the employee must be able to verify or document effort to enroll in summer courses prior to June 3, 1989. Notice of verification or documentation must be given to the superintendent by June 14, 1989. A maximum of 6 credit hours from the summer of 1989 may be counted toward these 15 hours. These summer limitations do not apply to employees currently enrolled in approved Masters programs.

Index No.	Title:	Adopted Date
GCBAAA	EMPLOYEE BENEFITS - ADVANCEMENT ON COMPENSATION SCHEDULE	9/28/81
		Page 2 of 2

- B. Employees in the BA+32 lane may use up to 30 graduate hours not used in an MA degree to advance across the salary schedule. These hours must be earned prior to the beginning of the 1989-90 school year. Employees may not advance any more than 2 lanes in any one year. (A teacher currently in the BA+32 who earns an MA degree and used none of his/her 32 hours in the MA program would advance two lanes the first year. From BA+32, beyond the MA to the MA+15. In year two, that individual would move to the MA+30 lane.
- C. If an approved Masters program requires more than 32 graduate credits, those graduate credits in excess of 32 within an approved graduate program shall be credited toward salary schedule lane advancement.

Any teacher who moves to the top step in a given lane and then earns the required graduate semester hours to move to a higher lane may not move more than one step on the salary schedule in any given year.

Formerly GCBAAA EMPLOYEE BENEFITS - ADVANCEMENT ON THE SALARY SCHEDULE

Reviewed and Revised 2/17/86

Reviewed and Revised 8/17/92

EXTRA-DUTY MEMORANDUM

1. Existing activities and requests for new activities will be reviewed at the sponsor teacher or administration's request each spring. The review and final recommendation to the Board will be made by a team consisting of two members of the BEA negotiating team and two administrators.
2. Duties and guidelines for each activity will be prepared in written form. Input will be gathered from current sponsors and will be summarized and reviewed/revised by affected administrators, sponsors, A.D., etc. before finalization. The duties will include completing a payment option form signed by the principal.
3. Extra-duty openings will be posted in each school. If an opening occurs in the summer, an attempt will be made to include the posting in a payroll mailing. Supervisory openings will have a one-week cutoff date at which time the opening can be filled by non-certified staff.
4. Frequency of payment options will be:
 - At the end of the activity (one pay).
 - Over the course of the activity for those who sponsor activities during a major part of the year.
 - Quarterly for hourly supervision.
 - An individual who sponsors activities in all 3 seasons (fall, winter, spring) may have the payment averaged over the course of the year. If the individual does not complete the activity, the overpayment must be repaid.
5. It was noted that the hours shown for an activity are the expected hours by all concerned.

APPENDIX

OVERVIEW OF LEAVE OPTIONS FOR MOTHERS

Mothers have the following options:

- a) use of sick leave before childbirth when the doctor says there is a medical reason for the mother to remain at home.
- b) use of sick leave to give birth and for (usually) six weeks following delivery.
- c) for medical reasons the doctor may extend the sick leave beyond six weeks following delivery.
- d) unpaid leave of absence.

OVERVIEW OF LEAVE OPTION FOR FATHERS

Fathers have the following options:

- a) sick leave for family illness.
- b) unpaid leave of absence for remainder of school year.

OVERVIEW OF LEAVE OPTIONS FOR ADOPTIVE PARENTS

Adoptive parents have the following leave options:

- a) unpaid leave of absence.

CURRICULUM WRITING

The task of actually writing curriculum will normally be reserved for summer work. Curriculum writing will only be conducted during the school year if required by special circumstances. In either case, compensation will be at the contractual hourly rate stated in the Collective Bargaining Agreement. The number of hours for the curriculum writing project will be agreed upon in advance.

The expectation is that a draft of the completed curriculum project will be presented to the curriculum director (or designee), by a predetermined date.

Preference for selection for curriculum writing will be given to teachers who were members of the committee for the selected curricular area. Grade level representation will be a consideration in the selection process.

Those selected for the writing project may determine their own work schedule and location.

Compensation will be made at the payroll following the completion of the writing project as determined by the curriculum director (or designee).

COMMITTEE/MEETING GUIDELINES

A. Committees

1. Each teacher should consider serving on one committee each year. Committee assignments will be made on the basis of teacher preference, grade level representation and expertise required. In the event there are an insufficient number of teacher volunteers to serve on a designated committee, the superintendent may assign a teacher(s) to serve on such committee. However, no teacher shall be required to serve on more than one committee per school year.
2. A teacher may voluntarily choose to serve on more than one committee. Recognition of this voluntary participation will be noted in the teacher's personnel file.
3. The committee's goals for the year will be reviewed at the first meeting.
4. Committee members will select a chairperson (teacher or administrator) who will have the responsibility of preparing an agenda for each meeting and conducting the meeting. Teachers are encouraged to serve in the chairperson's role.
5. Committees are responsible for preparing minutes of their meetings and must send a copy to the curriculum director. Committees may elect/appoint a secretary or rotate this responsibility.

B. All Meetings

1. The goal is to run efficient and productive meetings. After school meetings, both required and voluntary, will begin as close to dismissal as possible and may not run beyond 4:15 P.M. at Benjamin or 4:30 P.M. at Evergreen, or as a voluntary committee may choose to determine. The meetings will be adjourned once the agenda is completed, but no later than the aforementioned times.

Meetings cannot be efficient and productive if participants are not present. The expectation is that all staff will be available on Wednesdays for meetings to as late as 4:15 P.M. at Benjamin or 4:30 P.M. at Evergreen. Extracurricular activities are not to be scheduled on Wednesdays if they will require teachers to leave prior to 4:15 P.M. at Benjamin or 4:30 P.M. at Evergreen. Classes on Wednesdays will not be approved for tuition reimbursement or lane advancement if they require a teacher to leave prior to 4:15 P.M. at Benjamin or 4:30 P.M. at Evergreen. The superintendent will exercise discretion approving exceptions to these guidelines.

2. On early dismissal days, teachers may not leave prior to 4:00 P.M. at Benjamin or 4:30 P.M. at Evergreen. If all agenda items have been addressed, teachers will be dismissed to work within the building until 4:00 P.M. at Benjamin and 4:30 P.M.

at Evergreen. If the two schools are combined for an early dismissal day/meeting, teachers may not leave prior to 4:00 P.M.

3. An attempt will be made to avoid scheduling meetings before major events or holidays.

MEMORANDUM OF UNDERSTANDING

BUILDING ACCESS

The inner set of doors at the main entrance to each building will be keyed to a regular room key (2A at Benjamin, for example). The outer set of doors will be unlocked whenever a custodian is on the premises. This procedure permits access to the building by any staff member when a custodian is on duty and is subject to the following:

1. All master keys must be turned in by the end of the school year.
2. Buildings will normally close when custodians complete their duties.
3. Staff will be informed as to when the building will be open on weekends and during holidays/vacation. The building will be open if a custodian's presence is necessary for an activity (church, etc.), or if they are on regular duty.
4. Special circumstances for building access must be arranged through the building principal.

MEMORANDUM OF UNDERSTANDING

PROCESS COMMITTEE

Change

When a new process and/or materials are adopted, a transition plan will be developed and distributed. The purpose of the plan is to allow for adequate training to insure the success of the adoption. The plan should include:

1. A budget adequate to provide materials and training, and allow for additional training if identified in the evaluation (see below).
2. The proposed change.
3. A timeline of activities.
4. Specific training sessions with projected dates.
5. An evaluation to determine if more training is needed.

It is the intent of this Memorandum that training sessions be available to all staff except where the purpose of the session is to become a trainer. In those instances, those on the appropriate committee will be given first choice after which it will be first come, first served until all spots are filled.

Special Ed. Load

According to the *Illinois Administrative Code*, the load at the resource level of service should not exceed 20/teacher and at the instructional (inclusion) level a load of 10/teacher based on the handicapping conditions found in District 25 would be appropriate. The current Full-Time Equivalent staff level is 2.5 in each building. Based on 2 resource students equaling .1 F.T.E. and 1 Inclusion student equaling .1 F.T.E., additional staff recommendations can be quickly made at the start of each year. A guideline for social work and psychologist time is not as well defined but as the Special Ed. load increases, so should the time for these positions. In all cases, the Special Ed. staff will be consulted, as indicated in the *Illinois Administrative Code*, to determine the appropriate load recommendation.

Grading

- If a Special Ed. student is failing, either the IEP is not being administered properly or the IEP is inadequate.
- The IEP must be clearly defined and interpreted for each subject. A form should be used which specifies the expectations for each teacher and subject as indicated by the IEP. Failure to comply with the requirements should be immediately reported to the principal(s) so the situation can be clarified and rectified.
- If all modifications required by the IEP are being carried out and the child is still failing, an IEP meeting should be called as soon as possible to create a document that insures the success of the student.
- As is done under current practice, a regular education teacher must continue to be at each IEP meeting. When appropriate, a Specials teacher shall also be present.

PPS

- Both schools will provide an in-depth explanation of the process at the beginning of the school year.
- An update to the explanations will be conducted halfway through the year.
- Evergreen will hold a “PPS Retreat Day” in the spring.
- Sixth grade will brainstorm with the PPS team as to how to improve this process.

Grade Modifications

Both buildings determined that “Modified Curriculum” will be indicated on the progress reports for all students for whom the phrase is appropriate. It must be used for all students, Special Ed. or otherwise, for whom formal modifications have been implemented.

MEMORANDUM OF UNDERSTANDING

BUDGET

Each building will, at the start of the school year, establish and make known to all staff a procedure as to how conference monies will be expended. This includes conference selection as well as personnel to attend. This committee may need to reconvene once the evaluation and re-certification processes are finalized.

MEMORANDUM OF UNDERSTANDING

BUS DUTY

Evergreen School administrators will continue to attempt to minimize the amount of time teachers are required to do bus duty.