

**COLLECTIVE BARGAINING AGREEMENT**

between

**BENTON AREA SCHOOL DISTRICT**

and

**BENTON AREA EDUCATION ASSOCIATION**

**2009-2010    2010-2011    2011-2012    2012-2013**

## TABLE OF CONTENTS

### PAGE

AGREEMENT .....	1
ARTICLE I	
DEFINITIONS .....	1
ARTICLE II	
RECOGNITION .....	1
ARTICLE III	
NEGOTIATION OF A SUCCESSOR AGREEMENT .....	1
ARTICLE IV	
GRIEVANCE PROCEDURE .....	2-3
ARTICLE V	
RIGHTS OF THE PARTIES .....	4
ARTICLE VI	
ASSOCIATION RIGHTS AND PRIVILEGES .....	5-6
ARTICLE VII	
TEACHER WORK YEAR .....	6
ARTICLE VIII	
TEACHING HOURS AND TEACHING LOAD .....	7-10
ARTICLE IX	
NON-TEACHING DUTIES .....	10-11
ARTICLE X	
PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS .....	11
ARTICLE XI	
PROFESSIONAL COMPENSATION .....	11-12
ARTICLE XII	
RETIREMENT BENEFIT .....	13
ARTICLE XIII	
VACANCIES - TRANSFERS .....	13
ARTICLE XIV	
EMPLOYEE EVALUATION .....	14-15

## TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE XV ILLNESS OR DISABILITY.....	15
ARTICLE XVI TEMPORARY LEAVES OF ABSENCE.....	16-18
ARTICLE XVII PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT.....	18
ARTICLE XVIII SUBSTITUTES.....	18
ARTICLE XIX PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY.....	19
ARTICLE XX INSURANCE PROTECTION.....	19-20
ARTICLE XXI FAIR SHARE.....	21
ARTICLE XXII MEMBERSHIP DUES DEDUCTIONS.....	22
ARTICLE XXIII MISCELLANEOUS PROVISIONS.....	23
ARTICLE XXIV DURATION OF AGREEMENT.....	24
SCHEDULE A EXTRA-CURRICULAR ACTIVITIES.....	25
SCHEDULE B SALARY SCHEDULES.....	26-31
2008-2009 Base Year Salary Schedule.....	26
2009-2010 Salary Schedule.....	27
2010-2011 Salary Schedule.....	28
2011-2012 Salary Schedule.....	29
2012-2013 Salary Schedule.....	30
Step Movement Chart.....	31
Discrimination Clause.....	32

## AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ 9<sup>th</sup> day of \_\_\_\_\_ November \_\_\_\_\_, 2010, by and between the BENTON AREA EDUCATION ASSOCIATION which represents the professional employees of the Benton Area School District and the BENTON AREA BOARD OF EDUCATION, embodies the intent and purpose to promote effective relations between the professional employees of the school district and the Benton Area Board of Education and hereinafter sets forth the terms, covenants, and conditions of the employee-employer relationship to be observed between the parties hereto and the parties intend to be legally bound hereby.

### ARTICLE I

#### DEFINITIONS

**Section 1.01 Board:** The term Board as used throughout this agreement shall mean the Benton Area Board of Education.

**Section 1.02 Association:** The term Association as used throughout this Agreement shall mean the Benton Area Education Association, PSEA/NEA, an affiliate of the Pennsylvania State Education Association and the National Education Association.

**Section 1.03 Superintendent:** The term Superintendent shall be used throughout this Agreement to indicate the highest administrative office in the Benton Area School District.

### ARTICLE II

#### RECOGNITION

**Section 2.01 Unit:** (As determined by the Pennsylvania Labor Relations Board on September 9, 1971).

*"In a subdivision of the employer unit comprised of all professional employees including Teachers, School Nurse, Librarians, Guidance Counselors, Department Coordinators, the half-day, non-contracted Employees and the full-time E.C.I.A. - Title I Employees, but excluding all other employees of the employer performing non-professional work, and any other supervisors, first level supervisors, and confidential employees as defined by the Act."*

### ARTICLE III

#### NEGOTIATION OF A SUCCESSOR AGREEMENT

**Section 3.01 Deadline Date:** The parties agree to enter into collective bargaining over a successor Agreement no later than the end of the first (1st) full week of January in the last year of the contract.

**Section 3.02 Modifications:** This Agreement shall not be modified in whole or part by the parties except by an instrument, in writing, negotiated, ratified, and executed by both parties.

**Section 3.03** Any change in state law affecting the conditions of this contract should be negotiated immediately.

**ARTICLE IV**  
**GRIEVANCE PROCEDURE**

**Section 4.01 Definition:** A "*Grievance*" is hereby defined as a claim that there has been a violation, misinterpretation, or inequitable application of any provisions of this Agreement.

- (a) A "**Day**" shall mean: (1) teacher work day indicated on the school calendar and (2) administrative in district work days during non-school calendar time.
- (b) A "**First Level Supervisor**" shall be the supervisor under which the employee signs in each day.

**Section 4.02 Grievance Procedure:** The parties to this Agreement agree that an orderly and expeditious resolution of grievances arising out of the interpretation of the terms of this Agreement shall provide for a four (4) step process which is described in the following paragraphs. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate according to the statutes of the School Code at Steps 1, 2, 3, and 4 of the procedure.

**Section 4.03** Grievant shall have the option of having a representative of the Association or counsel present at all steps of the grievance procedure. The District shall have the option of having a confidential employee or counsel present at all steps of the grievance procedure.

**Informal Step** An employee with an alleged grievance shall meet and discuss with his/her immediate supervisor with the objective of resolving the matter informally. In the event that informal discussions with the supervisor do not resolve the grievance or if no meeting takes place after a reasonable effort, then the employee will proceed to **Formal Step I** of the Grievance Procedure.

**Step 1:** Person or persons, initiating the alleged grievance shall present the grievance, in writing on the form provided by the employer at the Informal Step, to the First Level Supervisor (middle/high school principal or elementary principal) within ten (10) days after the action or occurrence about which the grievant complains. If the person desires to file a grievance pertaining to the above action or any administrative decision, resolution or other official act taken by the Superintendent or Board which may immediately or in the future affect the grievant, the grievance must be filed within ten (10) days after the grievant has notice of the decision, resolution or act, regardless of the proposed effective date of implementation of the decision, resolution or action. The first level supervisor shall reply to the grievance in writing within five (5) days after formal presentation of the grievance.

**Step 2:** If the response of the first level supervisor in **Step 1** does not resolve the grievance to the satisfaction of the affected parties or if no response is received within the time specified, the grievant(s) may present the grievance to the Superintendent in writing within five (5) days of the date of the rejection of the grievance at **Step 1**. The Superintendent shall schedule a meeting within five (5) days of receipt of the grievance. The meeting shall be within thirty-five (35) days of receipt of the grievance. Within five (5) days following the meeting, the Superintendent shall render his/her decision in writing.

## ARTICLE IV

### GRIEVANCE PROCEDURE

**Step 3:** If the action in **Step 2** above does not resolve the grievance to the satisfaction of the grievant or if no response is received within the time specified, the grievant may within five (5) days appeal the grievance to the Secretary of the Board. The Board through the Superintendent shall set a time to consider the alleged grievance and shall render a written decision within thirty (30) days of the receipt of the appeal and communicate its decision through the Superintendent's office to the parties concerned.

**Step 4:** If the action or inaction in **Step 3** above fails to resolve the grievance to the satisfaction of the grievant, the aggrieved party may request that the Association refer the grievance to binding arbitration within thirty (30) days. The Association will notify the Superintendent that the grievance shall be referred to binding arbitration as provided in Section 903 of Act 195.

If the Board of Arbitration rules that the grievance fails to meet the criteria of Section 903 of the Act, the decision of the Board in **Step 3** will be final.

Final Decision by Arbitration on those issues is subject to arbitration as defined in Section 903 of the Act. Both parties are bound to the decision except where enabling legislative action is required, in which case it is binding only if such legislation is enacted as provided in Section 901 of the Act.

**Section 4.04 Grievance Procedure:** It is a matter between the Association and its membership and not a matter for negotiation or meet and discuss between the bargaining unit and the Board as to whether the Association or the grievant will assume and pay any costs that might be incurred by the grievant in processing a grievance beyond **Step 2**.

It is also a matter of determination between the Association and its membership, at what step the person bringing the grievance shall notify the Association of the presentation of such grievance and the manner in which such notice shall be given to the Association.

**Section 4.05 Reprisal:** Any party who has submitted a grievance, and asserts that a reprisal against him/her by administration resulted therefrom, may institute a grievance at **Step 3** in writing five (5) days prior to the next regular Board meeting.

**Section 4.06 Forms:** Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

**Section 4.07 Full Report:** A full report of each step of the grievance shall be made part of the files.

## ARTICLE V

### RIGHTS OF THE PARTIES

#### Section 5.01 Rights of the Professional Employees of the Bargaining Unit:

A. **Statutory Savings Clause:** Nothing contained herein shall be construed to deny or restrict to any professional employee such rights as he/she may have under the Public School Code of 1949 as amended, or the Public Employee Relations Act, Act 195, or other applicable laws and regulations. The rights granted to professional employees hereunder shall be deemed to be in addition to those provided by applicable statute.

B. **Just Cause Provision:** No professional employee of the bargaining unit shall be reduced in rank or compensation without just cause.

C. **Required Meetings or Hearings:** Whenever any professional employee of the bargaining unit is required to appear before the Building Principal or any District Administrator or official, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given written notice of the reason for such meeting or interview and shall be entitled to have a representative of the Association or legal counsel present to advise him/her and represent him/her during such meeting or interview. Any suspension of a professional employee pending charges shall be with retroactive pay if such employee is reinstated.

D. **Criticism of Teachers:** Question or criticism by a supervisor, administrator, or the Board of a specific teacher and/or the teacher's instructional methodology shall be made in writing and confidentially to the individual involved prior to Board action. If in investigating the criticism, it is determined further action is necessary relating to the teacher, such action shall be subject to the provision of the 1949 School Code.

E. **Employee's Files:** Any information regarding teacher evaluation or job performance to be placed in an employee's personnel file shall be acknowledged by the professional employee's signature which shall not be construed to imply agreement and the employee may attach a written statement. If the employee refuses to sign the document, it shall be so noted and signed by the supervisor and the Association shall be notified.

F. **Association Identification:** No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

**Section 5.02 Rights of the Board:** Nothing herein contained shall be deemed to restrict, remove, or otherwise impair the rights of the Board as given to it by the School Code of 1949, its various amendments and supplements, or other acts pertaining to the administration of the school district and any other rights or remedies granted and presented to it by Act 195 of Legislature of 1970, Act 88 of 1992, and any amendments of any and all such act or acts.

**ARTICLE VI**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

**Section 6.01 Released Time for Meetings:** Whenever a representative of the Association or any teacher participates during working hours in negotiations, grievance proceedings, Association conferences, or Association meetings, he/she shall suffer no loss in pay. Said representative shall notify administration three (3) days prior to conferences or meetings so that rescheduling can be arranged and the number of days their representative will be in attendance at said conference or meeting shall be stipulated. In the event that rescheduling cannot be accomplished, the Association shall be responsible for reimbursing the cost of a substitute teacher. Total representative days shall not exceed ten (10) days per year for all Association representatives in total.

**Section 6.02 Use of School Buildings:** The Association and its representative shall have the right to use the school building at all reasonable periods and hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and upon such notification the principal of the building shall grant approval unless the quarters requested have been previously committed for another purpose or purposes; and that the Association shall reimburse the District for any janitorial services beyond those normally provided or paid by the District beyond regularly scheduled hours.

**Section 6.03 Use of School Equipment:** The Association shall have the right to use school facilities and equipment when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use, and for any repairs necessitated as a result thereof; and that such privileges be revoked at any such times as the Board feels there is unreasonable usage. The determination of unreasonable usage to be subject to a Board of Arbitration to be composed of a member of the Board, a member of the Administration, and a member of the Association. Either party can demand arbitration upon five (5) days notice.

**Section 6.04 Bulletin Boards:** The Association shall have the common use of a bulletin board in the faculty room of each building.

**Section 6.05 Mail Facilities and Mail Boxes:** The Association shall have the right to use school mail boxes for Association related business without the approval of building principals or other members of the administration.

**Section 6.06 Leave for Association President:** In accordance with Section 6.01, the Board shall grant up to full leave with pay to the president of the Association during his/her term in office according to a schedule submitted by the president prior to the beginning of each school year which shall be subject to approval or denial by the Superintendent and/or Board. In the event that rescheduling cannot be accomplished, the Association shall be responsible for the reimbursement of a substitute teacher.



## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

**Section 6.07 Exclusive Rights:** The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the bargaining unit as defined by the Pennsylvania Labor Relations Board and restricted to all provisions of Article VI and to no other organizations unless recognized by the Pennsylvania Labor Relations Board.

**Section 6.08 Right to Speak at Meetings:** An Association representative may speak to the employees during any faculty or other professional meeting for a maximum of ten (10) minutes at the request of the representative. The notice of an agenda of any such meeting shall be given to the employees involved at least one day prior to said meeting. Notice shall be placed in the mail box of each teacher prior to the end of school on the day preceding the meeting. Meetings called under emergency conditions will not be subject to the one day prior notice. The Association shall have the opportunity to suggest items for the agenda.

## ARTICLE VII

### TEACHER WORK YEAR

**Section 7.01 School Calendar:** The school calendar for the ensuing school year shall be presented to each member of the Bargaining Unit within one (1) week following the May Board meeting preceding such ensuing school year. Same shall be subject to change or amendment by the Board at any time. Notice of change, except in cases of emergency, shall be given two (2) days after regular School Board meetings.

**Section 7.02 School Work Year:** The school work year for employees shall be within the confines of the school calendar, comprising 180 days when pupils are in attendance, plus the following:

#### Elementary/High School

- 1 - Orientation Day
- 5 - In-Service Days (In-Service days will be planned by the Act 48 Committee after receiving input from the Benton Area Education Association.)
- 1 - Parent-Teacher Day
- 8 (maximum) faculty meetings, 3 days prior notice, one (1) hour maximum per meeting to be held immediately following dismissal.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

**Section 8.01 Teacher Day (Length of Day):** Professional employees' work day shall be seven (7) hours and thirty (30) minutes in length. On Fridays, or on days preceding holidays or vacations, the teacher day shall end when the pupils are dismissed and the last bus has been loaded and departed. If early dismissal by reason of inclement weather is authorized, the teachers shall be dismissed upon announcement of the principal.

The first twenty (20) minutes of the teacher work day shall be used for staff development or other duties. The building administrator and representatives of the teachers, who shall be selected by the BAEA members, will determine a fair and equitable assignment and rotation of duties. A tentative schedule will be made no later than (5) days prior to the final work day of the school year.

#### Section 8.02 Teacher Load:

- A. **Elementary Teachers:** The daily teaching load for elementary teachers shall not exceed five and one-half (5-1/2) hours of instruction time.
- B. **Number of Preparations:** Secondary teachers shall not be required to teach more than two (2) subject areas. Teachers shall not be assigned to teach more than one (1) course per class period. Independent study students who meet the established criteria stated in the course selection booklet will be assigned a weekly meeting time with the appropriate teacher. The appointment times will not be held during any scheduled instructional class periods.
- C. **Continuous Teaching in Elementary School:** Elementary teachers shall not be required to teach continuously for more than two (2) hours subject to the following proviso:

Recess makes a break in continuous hours of teaching, but any amendments to the School Code eliminating the recesses shall make this item open to renegotiation immediately.

#### Section 8.03 Part-Time:

Part-time professional employees are those whose assigned workload is less than that of a full-time employee. Preparation time will be assigned for part-time employees and will be used in determining salary. Benefits to which part-time employees have entitlement will be pro-rated based on a minimum workload of 26% as defined for salary. (See Salary Calculations)

The benefits to which part-time employees shall be entitled on a pro-rated basis are:

- Salary
  - Longevity payment
  - Credit reimbursement
  - \*Vision care insurance
  - \*Dental insurance
  - Health care waiver
  - Part-time employees will receive ten (10) sick days. These days will be equal in length to the employee's normal workday.
  - Part-time employees will receive three (3) personal days. The days will be equal in length to the employee's normal workday.
  - Prep time will be assigned in the following manner. A part-time teacher whose assigned workload is 25% or less will receive no prep time. A part-time teacher whose workload is more than 25% but less than 80% will receive three (3) prep periods per six day cycle. A part-time teacher whose workload is 80% or more will receive six (6) prep periods per six-day cycle.
- \*Health care insurance
  - \* Life Insurance

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

\*If the employee wishes to avail himself/herself of these benefits, he/she must purchase the balance at the district rate. The balance of these premiums would be the responsibility of the employee.

Part-time employees shall work the same percentage of non-student days that they are employed. Example: 50% employee shall work 50% of non-student days (7) or 3.5 days total. 75% employees shall work 75% of non-student days (7) or 5.25 days total, with the approval of and the discretion of the building principal.

No professional employee presently designated as full-time shall suffer a reduction in benefits as a result of this agreement.

#### Salary Calculations:

The method for salary calculation will be the method which is spelled out as follows:

- A. **Secondary Level:** In a six-day cycle there are 48 periods of assignment time. The assignment time is broken down in the following manner. Forty-two (42) periods are used as regular assignment time (teaching periods, study halls, lunch duties, etc.) Six (6) periods are used as preparation time.

Determination of pay will be determined as a percentage of the six-day cycle. For example, if a person teaches four (4) periods a day and receives one (1) prep period for every two (2) days worked, their total work time will be 27 periods  $(4 \times 6) + (6 \times .5) = 27$ . Based on a total possible periods being 48, the person would receive  $27/48$  of the regular salary. This is approximately 56% of the regular salary.

- B. **Elementary Level:** The calculation for elementary will be based on 420 minutes of assignment time per day times the six (6) days in the cycle for a total assignment of 2520 minutes per six-day cycle. Two thousand two hundred eighty (2280) minutes are used as regular assignment time (teaching periods, lunch duty, etc.) Two hundred forty (240) minutes are used for preparation time.

Determination of pay will be determined as a percentage of the six-day cycle. For example, if a person teaches 1600 minutes in the six-day cycle, they would receive the equivalent of one (1) prep period for every two (2) days of work. This credits the person with an additional 120 minutes  $(40 \times 3)$  of time for the six-day cycle. Total assignment time for the six-day cycle would be 1720 minutes  $(1600 + 120)$ . With a total possible assignment time of 2520 minutes, the person would receive  $1720/2520$  of the regular salary. This is approximately 68% of the regular salary.

If either the secondary level or the elementary level cycle changes, salary calculations will be based on the following ratio:

$$\frac{\text{"assigned workload" + preparation time}}{\text{Total possible assignment time}}$$

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

**Section 8.04 Lunch Periods:** Teachers shall have a duty free lunch period of thirty (30) consecutive minutes. Teachers may leave the building without requesting permission (but must notify the building office) during their scheduled duty-free lunch period.

**Section 8.05 Preparation Time:**

**A. Grade Level:** Classroom teachers shall, in addition to their duty free lunch period, have daily preparation time during which they shall not be assigned to any other duties as follows:

1. Elementary teachers - Special subject area class period.
2. Secondary teachers - One academic class period a day.

Planning time shall be continuous and within the student day.

**Section 8.06 Extra Duty Rate and Homebound Rate:** Approved extra duty and homebound instruction beyond the regular school day/year shall be compensated at the following rates when pre-approved and submitted on time sheets.

Detention, homebound, extra duty, summer employment - \$25.00/hour  
bus chaperons, activity chaperons, ticket takers, announcers - \$20.00/event, minimum

Effective July 1, 2010 the rates will be as follows:

Detention, homebound, extra duty, summer employment - \$30.00/hour  
bus chaperons, activity chaperons, ticket takers, announcers - \$25.00/event, minimum

**Section 8.07 Guidance Counselors and Vocational Agriculture Teacher:** The high school and elementary guidance counselors and high school agriculture education teacher may work up to an additional 35 days beyond the regular teachers' work year of 187 days. Payment for these additional days shall be determined by dividing that teacher's regular salary for that year by 187 to obtain a daily rate of pay. Days and hours will be determined by the Superintendent. (Each accumulated 7.5 hours will equal one day.)

**Section 8.08 Activities :**

**A. Salary:** Teacher participation in activities shall be voluntary and shall be compensated according to the rate set forth in Schedule "A".

- B. Any additional Board approved activity, other than coaching, sponsored by a faculty member which is not listed above, shall be compensated at the rate of \$524.00 / year for the life of the Agreement.
- C. Supervised activities shall only be scheduled when a custodian is on duty.
- D. The Board reserves the right to delete, add to, and/or abolish any of the above positions.

## ARTICLE VIII

### TEACHING HOURS AND TEACHING LOAD

#### Section 8.09 Curriculum Coordinators

- |                      |               |                |
|----------------------|---------------|----------------|
| 1. Team Leaders:     | 2010 - 2013 - | \$1,000 / year |
| 2. Department Heads: | 2010 - 2013 - | \$1,000/year   |
| 3. Mentors:          | 2010 - 2013 - | \$750/year     |
- a. Mentor teacher shall receive 1.5 times the above compensation if mentoring two (2) or more employees.
  - b. One-half of the Mentor compensation shall be paid at the end of the first semester. The other one-half shall be paid at the end of the school year.

**Section 8.10 Professional Development:** Employees who are appointed to be Act 48 committee members shall be paid at the rate set forth in Section 8.06 for work performed outside the work day or shall receive release time at discretion of the District.

## ARTICLE IX

### NON-TEACHING DUTIES

#### Section 9.01 Collecting Lunch Money:

- A. Collecting lunch money from middle-senior high school pupils will not be done by professional employees.
- B. Lunch and milk money will be collected by teachers at the elementary school. Elementary teachers shall not be required to collect photography money or magazine money. In other collection activities, the teacher will be relieved of "bookkeeping chores" and serve in a coordinating role only.
- C. Class initiated fund raising and activity fund raising will be the responsibility of the advisors who will ensure that proper accounting procedures are followed.

**Section 9.02 Pupil Transportation:**

- A. **Compensation for:** Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his/her principal or immediate supervisor. He/She shall be compensated at the rate as per Section 9.03 for the use of his/her own automobile.
- B. **Insurance:** The Board shall provide non-ownership secondary insurance for liability claims in excess of that carried by the individual teacher. Such coverage to be in the amounts of one million dollars (\$1,000,000) for bodily injury and twenty-five thousand dollars (\$25,000) for property damage.

**ARTICLE IX**

**NON-TEACHING DUTIES**

**Section 9.03 Mileage:** Employees who are required to travel in the performance of duties for the school district shall be reimbursed at the maximum rate allowed by the Internal Revenue Service as non-taxable income. Establishment of the rate to be adopted will be made on July 1 for the next fiscal year. The same allowance shall be given for use of personal cars for field trips or other business of the district. The District shall provide liability insurance protection as provided in Article IX, Section 9.02-B for employees when their personal automobiles are so used. However, car pooling must be used when two or more individuals are attending the same meeting. Mileage must be calculated based upon the lesser of school to the site of the school business or home to the site of the school business. Compensation for expenses shall be governed by the administrative guidelines which will be part of the conference request form and shall establish maximums for meals and expenses.

**ARTICLE X**

**PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

**Section 10.01 Notification of Teaching Schedule:** All teachers shall be given written notice of their tentative schedules for the forthcoming year no later than five (5) days prior to the final work day of the school year. In the event that changes are necessary, said teacher shall be notified as soon as possible, but not later than August 1<sup>st</sup>.

**ARTICLE XI**

**PROFESSIONAL COMPENSATION**

**Section 11.01 Salary Schedule:** Full-time professional employees' salary schedules for 2009-2010, 2010-2011, 2011-2012, and 2012-2013 are set forth in Schedule B.

Professional employees hired with no previous school experience will be placed at Step 1.

**Step Movement Definition:** To be eligible for step movement, the employee must have worked ninety (90) days in the previous contract year. Days worked shall include all days of paid leave including but not limited to: sick days, personal days, sabbatical leave days or any Board-approved paid leave.

## ARTICLE XI PROFESSIONAL COMPENSATION

**Section 11.02 Longevity Compensation:** Any bargaining unit member with experience as a temporary or professional employee with a minimum of ten (10) years of which are in the Benton Area School District, is considered for a longevity payment, which payment shall not become part of the employee's base salary but shall be paid annually, as follows:

20 – 24 years:	\$500
25 – 29 years:	\$500 additional
30 or more years:	\$500 additional

Credit will be given for full years only (no "rounding up").

No employee previously awarded this payment will be excluded under these provisions except that credit will be awarded for full years of service only.

**Section 11.03 Method of Payment:** Each employee covered by the provision of the Agreement shall receive his/her annual salary in equal payment, paid bi-weekly; and/or if the employee so desires, upon written request, shall receive his salary for June, July, and August on the second pay in June to the extent that funds are available. Written requests for summer pay will be granted according to seniority, i.e. by the number of years of continuous service to the District. Requests should be received in the Business Office by the day prior to the first teacher work day of the school year. Each pay day shall be on a Thursday.

### Section 11.04 Credits:

1. Employees who anticipate earning graduate credits which would qualify for horizontal movement on the salary schedule will notify the District Personnel Office no later than September 15 for movement as of September 1st, and by February 1 for movement as adjustments for horizontal movement will be made at the October Board meeting, retroactive to September 1, or at the February meeting effective as of the 14<sup>th</sup> pay. Transcripts, except for summer courses, shall be submitted by September 1<sup>st</sup> or February 1<sup>st</sup>. Employees submitting grade slips for summer courses due to late transcripts will be approved for salary adjustment at the October or February Board meeting, but no pay adjustment will be made until the transcript is actually received.
2. Credits beyond a degree are defined as credits earned subsequent to the granting of the degree.
3. A Master's equivalency shall entitle the holder to placement on the Master's column. An earned Master's Degree is required for advancement to columns beyond the Master's. For employees hired on or after July 1, 2010, a Master's equivalency shall not entitle the holder to placement on the Master's column. An earned Master's Degree is required.
4. Courses eligible for salary credit beyond Master's shall be graduate level courses, either graduate in-service credits or graduate college credits. For employees hired on or after July 1, 2010, courses eligible for salary credit beyond Master's shall be graduate level college courses.

## ARTICLE XII

### RETIREMENT BENEFIT

**Section 12.01:** Any professional employee who has completed 15 years of service in the Benton Area School District and has submitted written notice of intent to the Board by January 15<sup>th</sup> of the year of retirement (such written notice of "*intent to retire*" will not exclude a professional employee from subsequent "*Retirement Incentives*" offered by the School District and/or subsequent state decisions affecting a retirement decision past the deadline) will be entitled to one of the following two options:

- (1) For every 35 days of unused sick leave, the employee will receive continued individual/family, as requested by the retiree, health insurance for one (1) year, maximum of five (5) years. The balance of unused sick leave will be compensated at:

2009-2010:	\$30.00
2010-2011:	\$30.00
2011-2012:	\$32.50
2012-2013:	\$32.50

An individual who has an emergency (as defined by Black's Law Dictionary) forcing him/her to retire after the notice date shall still be eligible to receive the above benefits. An individual who has an emergency (as defined by Black's Law Dictionary) that changes his/her intent to retire may do so. If payment has started, arrangements must be made to repay to the same district.

- (2) For unused sick leave, the employees will be compensated at \$45.00 per day, with the maximum amount of \$8,000.

## ARTICLE XIII

### VACANCIES – TRANSFERS

**Section 13.01 Request for Transfer:** When any vacancy, new position, or any notification of resignation occurs in the system, the secretary of the Association shall be notified within one (1) week by the Administration so that any members of the present faculty shall have the opportunity to make application.

**Section 13.02 Equal Consideration:** Present staff members shall be given equal consideration with new applications interviewed for positions.

**Section 13.03 Transfer of Personnel:** The Administration shall meet and discuss with personnel prior to any transfer. Personnel shall be notified in writing that they will be meeting about a transfer and shall be notified at least five (5) days in advance. Personnel shall have the right to have another Association member present at such meeting.



**ARTICLE XIV**  
**EMPLOYEE EVALUATION**

**Section 14.01 General Criteria:**

1. **Open Evaluation:** All monitoring or observations of the work performance of a professional or temporary professional employee shall be conducted openly.
2. **Evaluation Method and Forms:** Evaluations will be performed using PDE forms 426, 427 or 428.
3. **Copies of Evaluation:** Evaluation shall be submitted to respective teacher 48 hours before submission of the evaluation to the Central Office. The teacher has the right to comment on his/her evaluation and submit in writing his/her comment of the evaluation and shall have the further right to be heard by the Superintendent before said evaluation becomes part of the Central Office records.

**Section 14.02 Personnel File:** Contents Available: An employee shall have the right, upon request, to review the contents of his/her personnel file and to make copies at his/her expense of any documents contained therein.

**Section 14.03 Notification of Complaints:** Any complaints regarding an employee made to any member of the administration by any parent, student, or other person which are used in any manner in evaluating an employee shall be promptly investigated; and if same is not resolved by the administration and the complainant, without detriment to the employee's evaluation, the same shall be given an opportunity to respond to and/or rebut such complaint.

**Section 14.04 Employee Evaluation:** A bargaining unit member who is rated unsatisfactory on the PDE forms 426, 427 or 428 at the end of the teacher work year in accordance with the following guidelines, shall be held on the same step of the salary schedule for the school year succeeding receipt of the unsatisfactory rating.

- A. No observation shall occur before day ten (10) or after day one hundred seventy (170) of the school year.
- B. Within three (3) teacher work days, after receiving any written report of performance deficiencies or an unsatisfactory observation, the professional employee will be provided with the following interventions:
  1. A detailed listing of all deficient areas as derived from the PDE forms 426, 427 or 428.
  2. A listing of performance expectations for each deficiency stated in observable and verifiable terms.

## ARTICLE XIV

### EMPLOYEE EVALUATION

#### Section 14.04 Employee Evaluation:

- B. (Continued from the previous page):
3. Assignment of a mentor from the professional staff who demonstrates proficiency in the noted area(s). The mentor will be selected by the appropriate Administrative member(s) and the Teachers' Committee. In the event that the parties do not agree on the choice of mentor, the administrator(s) will make the final determination.
  4. Suggested resources for professional development / self improvement provided by the Teachers' Committee and Administrator(s) in order to achieve the performance expectations in #2 above.
- C. At least thirty (30) teacher work days following the receipt of items specified in Part B (above), will be provided for remediation of the problem set forth in the unsatisfactory observation written report.
- D. At the end of the thirty (30) teacher work day period, the bargaining unit member shall be observed again. If this observation written report indicates an area(s) that need(s) additional remediation, the process will continue.
- E. If the evaluation process demonstrates continued unacceptable performance contributing to an unsatisfactory PDE 426, 427 or 428 rating at the conclusion of the school work year, the bargaining unit member shall be held at the same step of the salary schedule for the subsequent school work year until rated satisfactory on the PDE 426, 427 or 428 (as detailed in Part F).
- F. The aforementioned bargaining unit member will be observed and evaluated again within a period sufficient to allow completion of the time-line prior to the end of the first semester (Section 14.04, C and D). If the bargaining unit member received a satisfactory PDE 426, 427 or 428 rating at the end of the first semester of the subsequent school year, the Building Principal will make his/her recommendation whether the employee shall receive the appropriate step placement and salary increase pro-rated from the end of the first semester. The Building Principal will make his/her recommendation in writing to the Superintendent for Board determination.

## ARTICLE XV

### ILLNESS OR DISABILITY

Section 15.01 Accumulative Sick Leave Days: Sick leave will be accumulated as per School Code.

Section 15.02 Days not Charged: Absence caused by injury arising out of and during the teacher's employment shall not be charged against the teacher's sick leave days, and the Board shall pay to such teacher the difference between his/her salary and benefits received under the Pennsylvania Workmen's Compensation Act for the duration of such absence. Length of absence will be determined by the recommendation of certified medical personnel.

**ARTICLE XVI**  
**TEMPORARY LEAVES OF ABSENCE**

**Section 16.01 Death:** Subsections (b) and (c) of Section 1154 of the School Code shall apply.

**Section 16.02 Temporary Military:** Section 1176 of the School Code shall apply.

**Section 16.03 Sabbatical:** Sections 1166, 1167, and 1169 of the School Code shall apply.

**Section 16.04 Family:** Present law shall apply (currently entitled Family Medical Leave Act) with the following provisions:

**Parental Leave:** Professional employees shall be provided with leave related to child-rearing which shall be considered parental leave under the following provisions:

- A. **Child-rearing leave:** A child-rearing leave shall be granted to professional employees within six (6) months following the child's birth or adoption.
- B. **The following guidelines shall be observed:**
  - (1) The employee shall submit a written request for child-rearing leave to the Board no later than sixty (60) days prior to commencement of such leave unless medical complications necessitate an earlier date. In the case of adoption, the written request shall be as soon as possible.
  - (2) If both parents are employees of the District and both are eligible for FMLA, they shall be limited to a combined total of twelve (12) weeks of leave during any twelve (12)-month period, provided that both employees do not take leave simultaneously.
  - (3) Child-rearing leave shall not exceed a maximum of one (1) year.
  - (4) Child-rearing leave shall be without pay.
  - (5) Pregnancy related disabilities will be treated in the same manner as other temporary disabilities. Therefore, an employee is entitled to use accumulated sick leave for the period of time she is disabled because of pregnancy, childbirth or abortion. Disability shall be affirmed by a statement from a physician.
  - (6) The employee shall, upon making a request for parental leave, indicate the anticipated date of return from leave. Once the date has been approved, it can be changed only by the mutual consent of the employee and the Board. Following the birth or adoption of the child, the employee shall reaffirm his/her intention of returning as scheduled.

## ARTICLE XVI

### TEMPORARY LEAVES OF ABSENCE

- (7) On returning to service from parental leave, the employee shall be returned to the same position occupied prior to the leave unless the previous position does not exist. In the event the previous position has been abolished, the employee will be returned to a position for which he/she is properly certified. Upon returning from leave, the employee will be placed on the same position on the salary schedule as on prior to the granting of the leave unless such leave occurred at the end of a school year in which the employee worked 90 or more days required for Step Movement as defined in Section 11.01.
- (8) The District will continue the payment of medical benefits for the employee up to a maximum of twelve (12) weeks for child-bearing and/or child-rearing leave. At this time, the employee shall have the option to pay the premiums at the group rate until the expiration of any child-rearing leave.
- (9) If the employee fails to return to his/her teaching position, the employee shall reimburse the District for the actual costs of the premium for hospital and medical benefits during the leave of absence except in those circumstances described in Section 825.213 of FMLA.
- (10) In the case of incomplete pregnancy or death of the child, an application for return to duty may be considered at an earlier date than those specified above. Upon the recommendation of the employee's physician, the Board shall allow the employee's return.

**Section 16.05 Personal Days:** Employees will be entitled to three (3) Personal Days per year, subject to the following:

- A. Said Personal Days shall not be used within the first two (2) weeks of school or the last two (2) weeks of school or the day before or after a school holiday, unless approved by the Building Principal.
- B. Administration shall be notified three (3) days in advance for use of a Personal Day.
- C. Personal Days shall not exceed 10% of the building faculty on one day. Teachers who teach in the two (2) buildings shall be considered based in the Elementary School Building. This 10% limit shall not result in the denial of emergency day requests.

## ARTICLE XVI

### TEMPORARY LEAVES OF ABSENCE

#### Section 16.05 Personal Days: (Continued from the previous page):

- D. One day may be used as an emergency day with fewer than three (3) days notice of the immediate supervisor.
- E. Unused personal leave days may be accumulated from year to year to a maximum of five (5) days, any or all of which may be used during any year. Any days beyond five (5) will be converted to sick leave at the end of the year.
- F. At the end of each year employees may elect to convert any or all unused personal leave days to additional days of sick leave.

#### Section 16.06 Sick Leave Bank:

On an as needed basis, the Association has established a Sick Leave Bank for the purpose of donating needed time to members of the bargaining unit with personal or family emergencies. (See Sick Bank Guidelines.)

## ARTICLE XVII

### PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

#### Section 17.01 Payment Per Credit Hour:

- A. The District shall reimburse the professional employee up to the Penn State University, University Park Main Campus rate per credit, for all credits earned beyond the first twelve (12), if not otherwise subsidized, subsequent to his/her initial employment in his/her certified field or the field in which he/she is presently employed or could be employed. For budgetary purposes, administration shall be notified by February 1, for the next fiscal year. 100% of tuition will be paid up to \$2,000.00 cap per year, and then 75% of tuition will be paid after the cap has been met. A grade of at least a "B" must be earned to be eligible for reimbursement. Said credits shall be subject to the Superintendent's approval.
- B. Employees who receive credit reimbursement are expected to remain employed by the Benton Area School District for at least four (4) years. If the employee voluntarily leaves service to the district after receiving credit reimbursement, he/she shall be liable to repay the district for the amount reimbursed at the rate of 100% if not completing the first school year after receiving the reimbursement, 75% if not completing the second school year after receiving the reimbursement, 50% if not completing the third school year after receiving the reimbursement and 25% if not completing the fourth school year after receiving the reimbursement. Teachers accepting the credit reimbursement will sign an acknowledgment that they agree to comply with these contractual stipulations.

## ARTICLE XVIII

### SUBSTITUTES

Section 18.01 Certification Requirements: Positions which are vacant because teachers are temporarily absent or on leave shall be filled by personnel who have met the requirements as set forth in the School Code.

## ARTICLE XIX

### PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

#### Section 19.01 Assault:

**Legal Assistance:** The Board shall give full support including legal and other assistance for any assault upon any teacher while performing any school approved curricular or extra-curricular duty.

**Leave:** When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave as per Article XVI.

#### **Reporting Assault:**

- (a) To Principal or Immediate Supervisor - Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate Supervisor.
- (b) To Superintendent - Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the teacher for legally releasable information in the possession of the Superintendent relating to the incident or the persons involved.

**Criminal or Civil Proceedings:** If criminal or civil proceedings are brought against a teacher alleging that he/she committed an assault on a student in connection with his/her employment, such teacher may request the District to furnish legal counsel to defend him/her in such proceedings. If the District does not furnish legal counsel and the teacher prevails in the proceeding, then the District will reimburse the teacher for counsel fees incurred by him/her in his/her own defense.

**Section 19.02:** Teachers will not be required to meet with parents and/or students after the regular school day unless such meeting is scheduled for a mutually agreeable time and at least twenty-four (24) hours in advance. When a teacher desires the building principal or his/her designee to remain in the school building for parent-teacher and/or student conferences held after school hours, then the teacher must notify the principal and agree with the principal upon a mutually acceptable time.

## ARTICLE XX

### INSURANCE PROTECTION

**Section 20.01 Health Care Insurance:** Subject to employee premium sharing, the Board shall pay full Individual and Family Health Care Insurance Coverage secured from Central Susquehanna Region School Employees' Health and Welfare Trust (TRUST) for the life of this contract. Effective April 1, 2007, the Board shall solely provide coverage under the Trust Preferred Provider Option (PPO). At sole discretion of the Board, it may alternate Trust coverage options from time to time with Association approval. The Association recognizes that the terms of this plan is determined by the TRUST, and may alter slightly over the term of this agreement.

The professional will pay no more than 18% of the premium cost.

**Waiver:** Any employee may elect to waive his/her right to health care insurance and, upon notification to the District by October 1<sup>st</sup>, will receive a monetary incentive of \$1,500.00 in lieu of such coverage. (This option may be chosen because an employee is protected with health care insurance by a spouse.) Said employee will have the opportunity to re-enroll in the health care insurance plan immediately upon notification to the District when the alternative coverage is no longer available (due to health, disability or unemployment of spouse).

## ARTICLE XX

### INSURANCE PROTECTION

#### Section 20.02 Life Insurance:

As soon as employed in the district, there will be provided for all professional staff the following amount of term life insurance at school expense:

Each year of contract - \$50,000

**Section 20.03 Vision Care Insurance:** The District shall pay the premium to provide basic vision care plan for individual employees equivalent to Central Susquehanna Region School Employees' Health and Welfare Trust vision plan "C".

**Section 20.04 Dental Insurance:** The District shall pay the premium for a basic and supplemental dental plan for family coverage. The dental plan shall be as per the Central Susquehanna Region School Employees' Health and Welfare Trust. The benefit maximum is \$1,000 per year per person.

#### Section 20.05 Insurance at Retirement: Present coverage or coverage equal to:

**Health Care:** At retirement, an employee may choose to remain under the coverage of the Central Susquehanna Region School Employees' Health and Welfare Trust until the age of 65. All the premiums will be paid to the District (or its agents) by the retired employee unless the employee has chosen option #1 under Section 12.01 of Article XII.

**Dental Care:** At retirement, an employee may choose to remain under the coverage of the Central Susquehanna Region School Employees' Health and Welfare Trust until the age of 65. All the premiums will be paid to the District by the retired employee.

## ARTICLE XXI

### FAIR SHARE

#### Section 21.01:

1. Effective September 1, 1990, employees in the bargaining unit who are not members of the Association shall be required to pay to the Association a "*Fair Share Fee*" for services rendered as the exclusive bargaining agent, as provided under Act 84 of 1988.
2. The District, on or before September 15<sup>th</sup> of each year, will provide the Association with a list of the names and addresses of all bargaining unit members. The District will also provide the Association with the name and address of any employee hired after September 15<sup>th</sup>, such notice to be provided within thirty (30) days after the date of hire.
3. By December 15<sup>th</sup> of each year, the Association shall provide the District with names of employees who are non-members of the Association, the amount of the "*Fair Share Fee*", and a payment schedule for the deduction of the fee. For employees hired after September 15<sup>th</sup> of each year, the Association will provide the District with the amount of the fee and a payment schedule for deduction of the fee. The District will deduct such fee from the paychecks of each non-member in accordance with the schedule provided, and shall promptly transmit the amount deducted to the Association Treasurer.
4. The Association will indemnify, defend and hold the District harmless against any and all claims, demands, suits, plaintiff's attorneys' fees awarded as a result of any action taken against the District, or other forms of liability that shall arise out of or by reason of action taken by the District to comply with the provisions of this section.



## ARTICLE XXII

### MEMBERSHIP DUES DEDUCTIONS

**Section 22.01 Deduction from Salary:** The District agrees to deduct dues from the salaries of members of the local Association, the Pennsylvania State Education Association, and the National Education Association as said members authorize the District to deduct and transmit the monies by check promptly to the Benton Area Education Association.

**Equal Monthly Installments:** Deductions referred to in Section 22.01 above will be made in nineteen (19) as nearly equal bimonthly installments as practicable during the school year.

**Section 22.02 List Supplied to District:** No later than September 15<sup>th</sup> the Benton Area Education Association will provide the District with a list of those employees who have authorized the District to deduct dues for the Association in Section 22.01 above and the amount thereof and shall furnish to the District an authorization for such deduction.

**Section 22.03 Authorization Cards:**

The District will honor such authorization cards pursuant to the maintenance of membership Agreement. (Sample Authorization Card Follows)

---

---

### PAYROLL DEDUCTION AUTHORIZATION CARD

This is to authorize nineteen (19) equal deductions from my pay for professional dues for

\_\_\_\_\_ Name

This authorization will remain in effect unless canceled in writing fifteen (15) days prior to the expiration of the collective bargaining agreement in effect on this date.

\_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature)

**Section 22.04:** Any teacher leaving the school district before the end of a school term shall have the remainder of Association dues and all other obligations due the Association or school district deducted from the final paycheck.

## ARTICLE XXIII

### MISCELLANEOUS PROVISIONS

**Section 23.01 Separability:** If any Provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**Section 23.02 Printing Agreement:** Copies of this Agreement shall be printed at the expense of the District after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, and explained or made available for examination to prospective employees.

**Section 23.03:** The Association and the District agree that during the continuance of this Agreement there shall be no strike or no lock out procedures.

**Section 23.04 Notice:** Whenever any notice is required to be given by either of the parties to this Agreement to the other party, pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

**1. Association to Board**

If by Association to Board at: Benton Area School Board  
600 Green Acres Road  
Benton, PA 17814

**2. Board to Association**

If by Board to Association at: Benton Area Education Assoc.  
600 Green Acres Road  
Benton, PA 17814

**ARTICLE XXIV**

**DURATION OF AGREEMENT**

**Section 24.01 Effective Date:** This Agreement shall be effective as of July 1, 2009, and shall continue in effect until midnight June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Section 24.02 Witness:**

In witness whereof, the Association has caused the Agreement to be signed by its president and secretary and the Board has caused the Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**BENTON AREA EDUCATION ASSOCIATION**

By: Chris E. Taylor 11/9/2010 By: Jenny A. Salsman 11/09/10  
President Secretary

**BENTON AREA BOARD OF EDUCATION**

By: [Signature] 11/09/10 By: Kathleen DeYoung 11/9/10  
President Secretary

**SCHEDULE A**  
**EXTRA-CURRICULAR ACTIVITIES**

Department	2010-2011	2011-2012	2012-2013
<b>Band</b>			
High School	2400	2454	2503
Elementary	537	549	560
Summer Band Lessons	700	715.75	730
Chorus	2357.50	2410.50	2458.70
Yearbook	1778	1818	1854.50
<b>Drama</b>	2300/play	2300/play	2300/play
Drama Assistant	717.50	733.60	748.30
Vocal Director	717.50	733.60	748.30
Orchestra	410	419.20	427.60
May Day	589	602.25	614.30
<b>Operetta:</b>			
Choral Director	410	419.20	427.60
Operetta Director	410	419.20	427.60
SILKS	410	419.20	427.60
FFA	768.75	786	802
Student Council (Elementary School, Middle School and High School)	625.25/each	639.30/each	652/each
Graduation	589	602.25	614.30
Newspaper	565.80	578.50	590
National Honor Society	565.80	578.50	590
Art Club (Middle School & High School)	565.80/each	578.50/each	590/each
Safety Patrol	565.80	578.50	590
Small World Club	537	549	560
Key Club	537	549	560
SADD	537	549	560
Odyssey of the Mind	537/Team	549/Team	560/Team
Young Scientists	537	549	560
Prom Advisor (2)	410/each	419.20/each	427.60/each
Tech Club Elementary and High School (4)	471.50/each	482/each	492/each
Jr. National Honor Society	471.50	482	492
Poetry Club	471.50	482	492
9 <sup>th</sup> Grade Advisor (2)	537/each	549/each	560/each
10 <sup>th</sup> Grade Advisor (2)	537/each	549/each	560/each
11 <sup>th</sup> Grade Advisor (2)	537/each	549/each	560/each
12 <sup>th</sup> Grade Advisor (2)	768.75/each	786/each	802/each

**Definition of Club:**

- Minimum of ten (10) students
- At least two (2) out-of-school projects/programs a year
- Report to Board on activities. Either a presentation or end of year summary.
- Clubs which will be active and the advisors must be approved by the Board at the September Board Meeting for the school year.
- Professional staff will have preference for appointment to advisorship positions.

## SCHEDULE B

<b>Benton Area School District 2008-2009 (Base Year)</b>						
<b>To Top</b>	<b>Steps</b>	<b>Bachelors</b>	<b>B+15</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>
15	1	36,764	37,610	38,457	39,182	39,907
14	2	37,271	38,117	38,964	39,689	40,414
13	3	37,778	38,624	39,471	40,196	40,921
12	4	38,985	39,833	40,679	41,404	42,129
11	5	40,195	41,042	41,887	42,614	43,339
10	6	41,404	42,251	43,097	43,823	44,548
9	7	42,614	43,460	44,306	45,018	45,757
8	8	43,823	44,668	45,515	46,240	46,964
7	9	45,031	45,877	46,723	47,450	48,174
6	10	46,240	47,087	47,933	48,657	49,383
5	11	47,449	48,295	49,141	49,866	50,593
4	12	48,657	49,504	50,349	51,075	51,800
3	13	49,866	50,713	51,559	52,285	53,010
2	14	51,076	51,923	52,769	53,493	54,219
1	15	52,261	53,130	53,977	54,702	55,428
Top	16	53,493	54,339	55,185	55,911	56,636

There are sixteen (16) steps in the salary schedule above. Placement on the guide is based upon years of service and education level.

Salary schedules (and step movement) follow. The salary schedules include annual increases of:

3.75% (\$1,716) for 2009-2010

3.53% (\$1,673) for 2010-2011

3.25% (\$1,596) for 2011-2012

And

3.07% (\$1,560) for 2012-2013

The increases are retroactive to July 1, 2009. There shall be step movement in each year of the agreement. The percentage increases include the cost of step movement.

## SCHEDULE B

Benton Area School District 2009-2010						
To Top	Steps	Bachelors	B+15	Masters	M+15	M+30
15	1	37,564	38,414	39,264	39,989	40,714
14	2	38,089	38,939	39,789	40,514	41,239
13	3	38,614	39,464	40,314	41,039	41,764
12	4	39,839	40,689	41,539	42,264	42,989
11	5	41,064	41,914	42,764	43,489	44,214
10	6	42,289	43,139	43,989	44,714	45,439
9	7	43,514	44,364	45,214	45,939	46,664
8	8	44,739	45,589	46,439	47,164	47,889
7	9	45,964	46,814	47,664	48,389	49,114
6	10	47,189	48,039	48,889	49,614	50,339
5	11	48,414	49,264	50,114	50,839	51,564
4	12	49,639	50,489	51,339	52,064	52,789
3	13	50,864	51,714	52,564	53,289	54,014
2	14	52,089	52,939	53,789	54,514	55,329
1	15	53,314	54,164	55,014	55,739	56,464
Top	16	54,549	55,399	56,249	56,974	57,699

## SCHEDULE B

Benton Area School District 2010-2011						
To Top	Steps	Bachelors	B+15	Masters	M+15	M+30
15	1	38,389	39,239	40,089	40,814	41,539
14	2	38,914	39,764	40,614	41,339	42,064
13	3	39,439	40,289	41,139	41,864	42,589
12	4	40,664	41,514	42,364	43,089	43,814
11	5	41,889	42,739	43,589	44,314	45,039
10	6	43,114	43,964	44,814	45,539	46,264
9	7	44,339	45,189	46,039	46,764	47,489
8	8	45,564	46,414	47,264	47,989	48,714
7	9	46,789	47,639	48,489	49,214	49,939
6	10	48,014	48,864	49,714	50,439	51,164
5	11	49,239	50,089	50,939	51,664	52,389
4	12	50,464	51,314	52,164	52,889	53,614
3	13	51,689	52,539	53,389	54,114	54,839
2	14	52,914	53,764	54,614	55,339	56,064
1	15	54,139	54,989	55,839	56,564	57,289
Top	16	55,374	56,224	57,074	57,799	58,524

## SCHEDULE B

Benton Area School District 2011-2012						
To Top	Steps	Bachelors	B+15	Masters	M+15	M+30
15	1	39,064	39,914	40,764	41,489	42,214
14	2	39,589	40,439	41,289	42,014	42,739
13	3	40,114	40,964	41,814	42,539	43,264
12	4	41,339	42,189	43,039	43,764	44,489
11	5	42,564	43,414	44,264	44,989	45,714
10	6	43,789	44,639	45,489	46,214	46,939
9	7	45,014	45,864	46,714	47,439	48,164
8	8	46,239	47,089	47,939	48,664	49,389
7	9	47,464	48,314	49,164	49,889	50,614
6	10	48,689	49,539	50,389	51,114	51,839
5	11	49,914	50,764	51,614	52,339	53,064
4	12	51,139	51,989	52,839	53,564	54,289
3	13	52,364	53,214	54,064	54,789	55,514
2	14	53,589	54,439	55,289	56,014	56,739
1	15	54,814	55,664	56,514	57,239	57,964
Top	16	56,049	56,899	57,749	58,474	59,199



## SCHEDULE B

<b>Benton Area School District 2012-2013</b>						
<b>To Top</b>	<b>Steps</b>	<b>Bachelors</b>	<b>B+15</b>	<b>Masters</b>	<b>M+15</b>	<b>M+30</b>
15	1	39,739	40,589	41,439	42,164	42,889
14	2	40,264	41,114	41,964	42,689	43,414
13	3	40,789	41,639	42,489	43,214	43,939
12	4	42,014	42,864	43,714	44,439	45,164
11	5	43,239	44,089	44,939	45,664	46,389
10	6	44,464	45,314	46,164	46,889	47,614
9	7	45,689	46,539	47,389	48,114	48,839
8	8	46,914	47,764	48,614	49,339	50,064
7	9	48,139	48,989	49,839	50,564	51,289
6	10	49,364	50,214	51,064	51,789	52,514
5	11	50,589	51,439	52,289	53,014	53,739
4	12	51,814	52,664	53,514	54,239	54,964
3	13	53,039	53,889	54,739	55,464	56,189
2	14	54,264	55,114	55,964	56,689	57,414
1	15	55,489	56,339	57,189	57,914	58,639
Top	16	56,724	57,574	58,424	59,149	59,874

## SCHEDULE B

### STEP MOVEMENT

	2008-09 Step	2009-2010 Step	2010-2011 Step	2011-2012 Step	2012-2013 Step
					1
				1	2
			1	2	3
		1	2	3	4
	1	2	3	4	5
	2	3	4	5	6
	3	4	5	6	7
	4	5	6	7	8
	5	6	7	8	9
	6	7	8	9	10
	7	8	9	10	11
	8	9	10	11	12
	9	10	11	12	13
	10	11	12	13	14
	11	12	13	14	15
	12	13	14	15	16
	13	14	15	16	16
	14	15	16	16	16
	15	16	16	16	16
TOP	16	16	16	16	16

The Benton Area School District will not discriminate in its education programs, activities, or employment practices, based on race, color, national origin, sex, sexual orientation, disability, age, religion, ancestry, union membership, or any other legally protected classification. Announcement of this policy is in accord with state and federal classification. Announcement of this policy is in accord with state and federal laws, including Title IX of the Education Amendments of 1972, Section 503 and 504 of the Rehabilitation Act of 1973, and the American with Disabilities Act of 1990. Benton Area School District employees and participants who have an inquiry or complain of harassment or discrimination, or who need information about accommodations for persons with disabilities should contact the Superintendent, Benton Area School District, 600 Green Acres Road, Benton, PA 17814. Telephone: (570) 925-6651.