

2006-2010

COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF PRINCETON ELEMENTARY SCHOOLS DISTRICT NO. 115 AND THE PRINCETON FEDERATION OF TEACHERS COUNCIL, AMERICAN FEDERATION OF TEACHERS LOCAL 604.

This Agreement is made and entered into this 25th day of September, 2006, by and between the BOARD OF EDUCATION OF PRINCETON ELEMENTARY SCHOOLS, DISTRICT NO. 115, Bureau County, Illinois, hereinafter referred to as the "Board" and the PRINCETON FEDERATION OF TEACHERS COUNCIL, AMERICAN FEDERATION OF TEACHERS LOCAL 604, AFL-CIO, hereinafter referred to as the "Union" or "Federation."

ARTICLE I. RECOGNITION

For the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment, the Board recognizes the Union as the sole and exclusive bargaining representative for all full and *part-time professional certified staff who are non-supervisory (hereinafter referred to as "Teachers" or "Employees"), and excluding those employed directly by the BMP special education cooperative.

*Part-time means those professional certified non-supervisory employees whose salary and working conditions are determined by Princeton Elementary School District No. 115, and who are paid a proportionate amount of their position on the salary schedule.

ARTICLE II. JURISDICTION AND SCOPE

Section 1. This Agreement constitutes the sole and entire existing agreement between the parties in respect to pay, wages, hours of employment or other conditions of employment which shall prevail during the term of this Agreement. It supersedes and cancels all prior practices, whether oral or written, and expresses all obligations of and restrictions imposed upon the employer and the union. All matters or subjects not herein covered have been satisfactorily adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment, alteration or additions only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or conditions of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions. The Employer shall deal with all matters not expressly covered by this contract through the exercise of its management right without prior negotiations during the life of this Agreement.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE III. MANAGEMENT RIGHTS

Section 1. The Employer, on its behalf and on behalf of the electors of the School District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States.

Section 2. Institute Days, Staff Development Days, Inservice Days shall be considered as regular work days for all teachers in the District. (See Section 7, Article V.) Princeton Elementary School District No. 115 has the right to organize, plan and develop such days and the activities to be conducted on such days regardless of Institute, Staff Development, Inservice Activities/Programs conducted in neighboring school districts, ESR or ESC Region.

ARTICLE IV. NO STRIKE PLEDGE

Section 1. During the term of the agreement, neither the Union nor the teachers shall authorize, sanction, condone, engage in or acquiesce in any strike. Strike shall be defined to include slowdowns; stoppages; sit-ins; picketing; boycotts; work stoppage of any kind; the concerted failure to report for duty; the willful absence from one's position, or abstinence in whole or in part from the full, faithful, and proper performance of one's assigned duties; the improper influencing or coercing of a change in the conditions, compensations, or the rights, privileges or obligations of employment; and any other concerted activities having the effect of interrupting work or interfering with the operation of any of the facilities of the District.

Section 2. Any violation of Section 1 of this Article shall mean that the Union and/or teachers involved may be held liable for any and all damages, injuries, or expenses incurred or suffered by the District. Further, any teachers so involved may be subject to discharge or disciplinary action without recourse to the grievance procedure. The Union shall not be held in violation of this no strike pledge if they have performed the duties set forth in Section 3 hereinafter.

Section 3. In the event of any such violation of this Article, the Union shall endeavor to return the teachers to work as expediently and quickly as possible by:

1. Taking prompt affirmative action to prevent strikes and picketing or any other action as described above by notifying the employees and public that the Union disavows their actions.
2. Delivering immediately to the Board a notice addressed to all teachers, repudiating such acts of the teachers and ordering them to cease such acts and return to work.

ARTICLE V. UNION AND TEACHER RIGHTS

Section 1. All teachers will have a room assigned to them and will be provided a place in which they may secure their valuables. A desk will be provided each teacher, and a filing cabinet will be provided where possible.

Section 2. Teachers shall not customarily be required to perform any nonprofessional chores, such as janitorial or maintenance duties, other than duties outlined in the building policies.

Section 3. Where possible, teachers shall not be required to score annual standardized tests.

Section 4. No teacher shall be required to submit lesson plans for approval, unless the teacher is notified in writing as to the reason for and duration of such requirement.

Section 5. The responsibility and prerogative for assigning grades to students rests with the classroom teacher. In cases other than clerical error, the Administration shall not change any grade recorded by a teacher unless the teacher is notified of the reason and the changed grade will be notated on the permanent record as assigned by the Administration.

Section 6. Teachers may leave the building during lunch and assigned preparation periods provided they notify the building office of their leaving and returning. Use of preparation time for out-of-building purposes should not be a regular occurrence.

Section 7.

A. The working day for teachers shall consist of 7.5 continuous hours, and shall commence and end at such time as directed by the Administration. Such working day shall commence no earlier than 7:45 a.m. nor end after 3:45 p.m. No assignment to any individual teacher may be made outside of the 7:45 a.m. to 3:45 p.m. limits without the express prior voluntary consent by and approval of said teacher. In addition to teaching responsibilities, certified staff may be required to perform playground and recess duties, bus duty on field trips, and any other activities associated with their customary professional duties including consultations, staffing conferences for special education, individual parent conferences, open house, K-5 programs (for their class), graduation (6th, 7th and 8th grade teachers), student orientation events and staff meetings. Certified staff shall not be required to perform lunch duties.

The District will cease pay for supervision at the Logan winter or spring music programs..

B. No employee shall serve on more than five (5) committees without Superintendent approval. No employee shall miss more than one (1) attendance day per week due to cumulative committee activities.

Section 8. The teacher work year shall consist of a maximum of 180 work days. These 180 work days shall consist of pupil attendance days, institute days and in-service days. In addition to the 180 teacher work days in the calendar, there shall be scheduled five (5) emergency days any or all of which will be used in the events that some of the 185 days are not used.

Prior to the adoption of the following year's calendar by the Board, the Superintendent will make available to the teachers a copy of the proposed calendar at least one month prior to the adoption of a calendar by the Board for the teachers' review and suggestions concerning same.

Section 9. The administration will solicit recommendations for institutes and inservice activities from the Inservice Committee made up of one teacher from each building and one administrator.

Section 10. A preparation/lounge room for teachers shall be provided in each building. Where possible, computers, copy machines, telephones and other equipment necessary for completion of materials necessary for classroom use shall be provided for teacher use.

Section 11. Each teacher shall have a key to his/her classroom, and keys to the desks and cabinets in said room. Teachers will be provided keys to other areas when necessary for instructional purposes, provided, however, that teachers shall be required to sign out for said keys, and shall return the keys promptly when the use is completed or upon request by administration. All keys shall be returned by the teachers to their building principal on the last day of school each year. Keys shall be available during the summer months on a sign-out basis only.

Section 12. The Union agrees to represent equally and without prejudice all members of the bargaining unit for the purposes of negotiations with the Board concerning terms and conditions of their employment.

Section 13. The Union shall be granted:

A. The use of employee mailboxes, inter-school mail, and a designated bulletin board in each building for purposes of internal communication, so long as the same does not substantially interfere with daily school business.

B. The use of school business equipment, e.g., computers and duplicating machines, excluding postage meter use, so long as same does not substantially interfere with daily school business. Such equipment shall not be removed from school premises.

C. The Union shall provide or pay for all expendable materials or phone calls.

D. No secretarial and/or administrative aid shall be provided by the District.

E. Such use as above shall be allowed only for PFT Union business, and all such privileges shall not be granted to the Union during such period of time as the Union has declared a strike.

Section 14. The Union shall be granted:

A. The right to use the school facilities for PFT Union Teacher membership meetings. Meetings shall be held during non-school hours, and written notice of meetings shall be given to the building principal at least 24 hours prior to the meeting. District employees use of the facilities during non-working hours and for activities not assigned by the District must be granted approval by the Board Education.

B. Use of the school building shall not interfere with or interrupt normal school operations or other uses previously committed. When special custodial services are required, the Board may make a reasonable charge for such service.

C. Such use as above shall not be granted to the Union during such time as the Union has declared a strike.

Section 15. Administrators will hold faculty meetings at least once a month during the school year either immediately before or after school, with appropriate advance notification to be provided to the staff.

Section 16. The PFT Union President or his/her designee shall have the right to address all faculty as part of the agenda for the first institute day of the school year.

Section 17. The Board shall furnish the PFT Union President with the following documents and kinds of information as they are received, completed, approved or compiled, or as otherwise indicated.

- a. Board agendas.
- b. Official minutes of Board meetings after the same have been approved.
- c. Individual school handbooks and revisions.
- d. Board policy manual (the Union President shall see that the manual provided pursuant to this Section is transferred and delivered to each succeeding Union President and acknowledges that the Board need not provide a new copy of such manual to each succeeding President).
- e. Annual auditor's report and management letter.
- f. Current fiscal year budget after the same has been adopted by the Board.
- g. Statistical information not including teachers' names pertaining to teacher step placement, salary lane placement, extended service placement, and present insurance coverage.
- h. Faculty list including home addresses and telephone numbers shall be provided to all staff in the form of a staff directory during the month of September each year.

Names and addresses of new teachers hired shall be given to the Union after official Board action to hire them upon Union request to the bookkeeper.

Section 18. Full-time teachers shall have a minimum of 150 minutes of preparation time per week. Preparation time is defined as non-student contact time and shall not include teachers' lunch period. All parties to the Contract acknowledge that it will not be possible to provide 150 minutes of preparation time during the week when the week consists of less than five work days, when school days are shortened for early release, or when individual teachers may have voluntarily agreed otherwise (such as a temporary staffing or established supervision).

Section 19. A duty free lunch equal in length to that of the students, but in no case less than 30 minutes, shall be provided each teacher whose duties require attendance at the school for four or more clock hours in any school day, provided that said duty free lunch period need not correspond to the same periods of time during which lunch is taken by said students. Except where the teacher is involved in extracurricular lunchtime supervision, said lunch period shall be provided between the hours of 10:45 a.m. and 1:15 p.m., except where the school day schedule is shortened or compressed for early release. For teachers assigned to multiple buildings in the District, travel time between buildings shall not be included in the duty free lunch period.

Section 20. Teachers who are required to use their personal vehicles to travel from building to building in the teaching of their classes during the work day shall be reimbursed at the maximum rate established by the Internal Revenue Service for such use. Such reimbursement shall not include mileage to and from the teacher's residence. Written request for reimbursement shall be made at the end of each semester, and shall be paid within 30 days from the receipt of such request. The rate paid during the school term shall be that rate that exists on the first day of school that year.

Section 21. Teachers assigned to multiple buildings in the District shall be assigned no more duties outside of their classroom duties than are customarily assigned to a teacher assigned to a single building in the District.

Section 22. All members of the school staff are members of the school's Risk Management Team. The Risk Management Team has been formed to help prevent accidents and damage to school property. Injuries to people and damage to property can be minimized if all members of the school community, while here at school, report the following:

1. Any defects or deficiencies in machines, i.e., computers, typewriters, copiers, telephones, etc.;
2. Hazards in the parking lot, walkways, sidewalks, stairs and hallways.
3. Broken furniture, carpeting, and safety devices.
4. Any activities, which might cause damage.

Please report any problems to the Building Administrator.

Section 23.

A. All employees covered by this Agreement who are not members of the Union, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain nonmembers of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to nonmembers under state and federal law.

B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules.

C. Such fair share payment by nonmembers shall be deducted by the Board from the earnings of the nonmember employees and remitted to the Union within ten (10) workdays of said deduction unless required to remit a fee to the Labor Board for escrow.

D. The Board shall cooperate with the Union to ascertain the names of all employee nonmembers of the Union from whose earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

E. The Union and the Board shall comply with the rules of the Labor Board concerning notice, objections, and related matters contained in its fair share.

F. Upon adoption of any Union internal appeal procedure, the Union shall supply the Board with a copy. In addition, the Union shall advise the Board of subsequent changes therein.

G. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.

H. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or Court.

Section 24. Technology

Each teacher shall during the duration of the contract satisfactorily complete at least one contract hour of instruction annually in the area of classroom technology, (applications, software, hardware, etc.) Each teacher shall, in advance, submit a request to the building principal for permission to enroll in a participating program. The request will be forwarded to the

Superintendent for review. Following completion of the training, each employee shall provide acknowledgment of completion to the building principal, which will be forwarded to the Superintendent for review.

The administration shall provide a list of possible programs that will satisfy this requirement on or before October 1 of each year. Any costs for attending the program shall be paid for by the District. The District shall, within the school calendar year, provide at no cost to the teacher at least four one hour programs annually, which shall be held at a District location. Completion of the District program waives requirement for submission of a request for permission to enroll in said program.

Completion of a one (1) or more credit hour college level approved technology course shall fulfill this requirement for the duration of the contract.

If a teacher satisfactorily complete a college course in the technology related area, he/she shall receive tuition reimbursement and column movement, if he/she satisfies all requirements otherwise contained in the appropriate provisions of this agreement.

ARTICLE VI. - FORMAL TEACHER EVALUATION

Section 1. The Board, through its administrative staff, shall formally evaluate each full time, nontenured teacher, employed from the beginning of the school year, at least two times during the school year, and each full-time tenured teacher shall be evaluated at least once during any two consecutive school years.

Section 2. A formal evaluation shall be such evaluation that utilizes the written evaluation instrument as provided for in Section 5 hereinafter, and shall include at least one observation of teacher performance of reasonable duration. Such formal evaluation may include such other or additional observations of teacher performance as the Administration deems necessary.

Section 3. At such time as the formal evaluation is reduced in writing, the evaluator shall have a conference with the teacher to review such evaluation. The teacher shall be given a copy of the completed evaluation, and shall indicate receipt thereof by signing the formal instrument.

Section 4. The teacher may present written rebuttal or explanatory remarks within 10 days of the conference with the evaluator. Such remarks shall be attached to the written evaluation instrument.

Section 5. The Administration shall adopt a written evaluation instrument, of substantial conformity throughout the District, at the start of the school year. The evaluation instrument shall be made known to all full-time teachers at the start of the school year.

Section 6. The formal evaluation of classroom teaching performance provided hereinbefore shall be conducted with full knowledge of the teacher.

Section 7. Nothing herein contained shall prohibit or limit the right of the Administration to otherwise observe and evaluate the performance of the teacher, provided that when such observation or evaluation is reduced to writing the teacher shall be provided a copy of same and shall have the right to attach rebuttal or explanatory remarks to the same within 10 days of receipt of such writing.

Section 8.

A. Formal written evaluations will be conducted no earlier than ten (10) days following the beginning of the school year and not less than thirty (30) days from the close of the school year for tenure teachers and the evaluation completed two (2) weeks prior to the rehiring cut-off date for non-tenured teachers.

B. Written evaluations will be submitted to the teacher within three (3) weeks of the evaluation.

ARTICLE VII. PERSONNEL FILE

Section 1. A personnel file for each teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate.

A. Up-to-date transcripts of all college credits earned.

B. Up-to-date list of teaching qualifications.

C. Completed withholding form.

D. Teacher service record information.

E. Copy of all teaching certificates.

F. Evaluation and communications.

Each individual teacher shall have the responsibility to see that the materials listed in subparagraphs (A) through (E) above are current.

Section 2. After review of the file, the teacher may obtain a copy of the material maintained in this personnel file. The teacher shall pay for the cost of such copy, payment to be limited to the actual cost of duplicating the information.

Section 3. All material to be placed in the official Board file shall be inserted in a timely fashion, and shall be date stamped to indicate the date said material was placed in the file.

ARTICLE VIII. GRIEVANCE PROCEDURES

Section 1. Definitions:

- A. Grievance: A written complaint by a bargaining unit member or members that there has been an alleged violation of the express terms of this Agreement.

- B. It is expressly agreed that the following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - 1. The termination of services of any probationary teacher;
 - 2. The placing of a nontenure teacher on a fifth year of probation;
 - 3. Any matter involving the content of a teacher's evaluation.

- C. Time Limits: All time limits herein set forth shall consist of school days, except that when a grievance is submitted fewer than ten days before the close of the current school term, time limits shall consist of all week days, excluding holidays.

Additionally, where such grievance is processed during the summer months between the end of one school term and the commencement of the subsequent school term, all time limits hereinafter set forth shall be doubled for all parties during summer months. Time limits may be extended by mutual written agreement of both parties.

Section 2. Procedures:

The parties hereto acknowledge that it is usually most desirable for a teacher and his/her building principal to resolve problems through free and informal communications. However, if the informal process fails to satisfy the teacher, a grievance shall be processed as follows:

- A. Step One: The teacher shall present the grievance in writing to his/her building principal within ten days of the teacher's knowledge of the alleged occurrence. The written grievance shall specify the term or terms of this Agreement which have allegedly been violated. The principal will arrange for a meeting with the grievant to take place within ten days after receipt of the written grievance. If possible, the meeting shall not take place during assigned duties. The grievant shall be present at the meeting with the principal, unless the grievant waives his/her right to be present in writing.

Within ten days of the meeting, the grievant shall be provided with the principal's written response.

- B. Step Two: If the grievance is not resolved satisfactorily to the grievant at Step One,

then the grievant may appeal his/her grievance to the Superintendent within ten days after receipt of the above Step One answer. The Superintendent shall arrange with the grievant for a meeting to take place within ten days of the Superintendent's receipt of the appeal. The grievant shall be present at the meeting with the Superintendent. If possible, the meeting shall not take place during assigned duties.

Within ten days of the meeting, the grievant shall be provided with the Superintendent's written response.

- C. Step Three: If the grievant is not satisfied with the disposition of the grievance at Step Two, the grievant may submit the grievance to final and binding arbitration to an arbitrator mutually agreed upon or the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not so filed within ten days of the date for the above Step Two answer, then the grievance shall be deemed withdrawn.

Section 3. Arbitration

When the American Arbitration Association ("AAA") is used, the parties shall jointly request the AAA to submit to them a list of five (5) arbitrators' names and qualifications. Each arbitrator shall be a resident of the State of Illinois. Each party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two (2) names (or strike the entire list) within fourteen (14) calendar days of receipt of said list. The other party shall then strike two (2) names (or strike the entire list) within fourteen (14) calendar days of receipt of the list from the first party. The party striking the entire list goes first when the next list arrives. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting a time for a hearing. If the individual selected cannot serve, the parties shall request another list and repeat the striking process to determine another arbitrator to serve. Failure of a party to strike in turn within fourteen (14) calendar days shall constitute a waiver of the right to select an arbitrator from the list. In such case, the other party shall select an arbitrator from the list, and arbitration shall proceed.

Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party, except where said arbitrator has specifically requested the disclosure of such information. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issues submitted to him in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within 30 days following the close of the hearing or the submission of briefs by the parties, whichever is later. The arbitrator's decision shall be based solely upon his interpretation of the meaning or application of the specific terms of this Agreement involved to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties. The fees and expenses of the arbitrator shall be shared equally by the grievant and the Board.

The party ordering a transcript of an arbitration hearing shall pay for the cost of the transcript. If both parties order the transcript, the cost shall be shared equally.

Section 4. Bypass to Superintendent:

If the grievant and the Superintendent agree, Step One of the grievance procedure may be bypassed and the grievance may be brought directly to Step Two.

Section 5. Bypass to Arbitration:

If the Superintendent and the grievant agree, the grievance may be submitted directly to arbitration.

Section 6. Class Grievance:

Grievances shall be filed as a "Class Grievance" where two or more teachers complain of the same act or occurrence. Separate grievances filed by one or more teachers may be consolidated by the Superintendent or the Union into a single class grievance where the alleged occurrence relates to identical or substantially identical alleged violations of this Agreement by one or more supervisors, and the relief sought by the individual teachers is substantially identical. Class grievances involving two or more supervisors or involving an administrator above the building level may initially be filed by the grievant at Step Two.

Section 7. Union Participation:

An adjustment of any grievance shall not be inconsistent with the terms of this Agreement. Once a written grievance has been filed, any such adjustment of that grievance shall not be given unless the union shall have been given an opportunity to be present at the time such adjustment is made. The grievant shall have the right to have a Union representative present during Steps One, Two and Three of the grievance procedure.

Section 8. Released Time:

Should the grievant be required to attend a hearing pursuant to Steps One, Two and/or Three during the grievant's assigned duties, the grievant will be released without loss of pay or benefits from their regular assignment during said hearing.

Section 9. Grievance Withdrawal:

A grievance may be withdrawn at any time. Where such grievance is withdrawn at its initial step and prior to issuance of a written decision, no precedent will be established.

Section 10. Processing Time Limits:

If no written decision has been rendered within the time limits indicated by a Step, then the grievance may be processed to the next Step, at the option of the grievant. If the grievant fails to pursue the appropriate Step within the time limits established in the grievance procedure, the alleged grievance shall be considered withdrawn in accordance with Section 9 above.

ARTICLE IX. STUDENT DISCIPLINE

Section 1. A teacher may send a pupil to the principal for disciplinary action if such action is warranted. Grades kindergarten through five (K-5).

Section 2. Students dismissed from a teacher's class for disciplinary reasons may be sent to the Administrative offices for the duration of the period if such action is warranted. Grades six through eight (6-8).

Section 3. The Administration will provide a set of procedures for handling of discipline problems.

ARTICLE X. TEACHER ASSIGNMENT, TRANSFER AND SENIORITY

Section 1. Teacher assignments. Notification of any change in teaching assignments for the next school term should be given to the teacher prior to the end of the current school term, but shall be given no later than 30 days prior to the beginning of the next school term, except in the case of emergency in which case notification shall be given as soon as possible.

Section 2. Teacher's Request for Transfer. Written request by a teacher for transfer or assignment will be considered prior to the final decision on assignments or transfers.

Section 3. Posting of Job Openings. Any Administrative or teaching position which becomes available for the following school year shall be posted in each of the school buildings. Where possible, notification of such opening will be given to District personnel as above before notification of the position is released to the public. Temporary positions may be filled by the Board without the necessity of posting said job opening as above.

Section 4. Seniority. Seniority shall be defined as the length of continuous contractual service as a full-time teacher in the District.

A. Should a tie occur among two or more teachers with identical seniority as defined above, such ties shall be broken, and seniority determined, as follows:

1. Seniority shall be determined by total full-time teaching service with the District regardless whether such service is continuous.
2. If after the above standards are applied a tie still exists, seniority shall be determined by the total years teaching experience.
3. If after the above standards are applied a tie still exists, then seniority shall be determined by the hours of recognized education credits earned at the time a reduction in force is acted upon by the Board.
4. If after the above standards are applied a tie still exists, the Board shall have the discretion to determine the teachers' respective rankings for purposes of seniority and in so determining shall consider the needs of the District.

B. The Administration shall each year establish a list categorized by position, showing the length of continuous service in the District of each teacher who is qualified to hold any such positions. A copy of the list shall be distributed to the Union on or before February 1 of each year.

Section 5. Part-Time Employees:

Any teacher who is a part-time teacher shall receive a pro-rata salary equal to the percentage of time they are employed compared to that of a full-time teacher.

Teachers who work fifty percent (50%) or more shall receive pro-rata sick leave, personal leave, seniority and advancement on the salary schedule. Notwithstanding the language above, no teacher shall acquire or retain tenure or bumping rights greater than that provided by the School Code or Illinois case law.

ARTICLE XI. REDUCTION IN FORCE

Section 1. If the Board decides to decrease the number of teachers employed or to discontinue some particular type of teaching service or area, the Board shall first remove or dismiss all non-tenured teachers before removing or dismissing any tenured teacher who is legally qualified to hold a position currently held by a non-tenured teacher.

Section 2. If such reduction in force requires the dismissal of tenured teachers, no tenured teacher shall be dismissed if such tenured teacher is legally qualified to hold a position currently held by a tenured teacher with less seniority.

Section 3. If a vacancy occurs within one calendar year from the beginning of the school term following the reduction in force, the Board will tender such vacant position to the tenured teachers dismissed pursuant to such reduction in force where such teachers are legally qualified to hold such position. Where more than one such tenured teacher is qualified to hold such position, the Board shall tender such vacant position to the most senior tenured teacher in accord with the seniority provisions contained in Sections 4, 4(A) and 4(B) of Article X herein. Vacant positions include full-time teaching positions and full year part-time teaching positions, but do not include substitute positions becoming vacant because of leaves, whether paid or unpaid.

Section 4. To be eligible for recall, the dismissed tenured teacher must provide the Board in writing with the address where such teacher may be reached. The teacher must also notify the Board in writing within 14 calendar days of mailing, or within 7 calendar days of receipts of the offer, by certified mail, whichever shall first occur, of the acceptance of such vacant position offered to the teacher during the recall period. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If a teacher rejects an offer of employment, the teacher may be deemed, at the discretion of the Board, to have waived his recall rights hereunder.

ARTICLE XII. LEAVE OF ABSENCE

Section 1. Sick Leave. All full-time teachers shall be entitled to 14 days of sick leave each year without loss of pay. Sick leave not used in the year of service for which it was granted shall accumulate to a maximum of 290 days in 2006-2007, 310 days in 2007-2008, 330 days in 2008-2009, and 340 days in 2009-2010.

A. The teacher may use all or any portion of his sick leave to recover from his own illness or disability, or for the serious illness, accident or death of the teacher's immediate family. Immediate family is defined herein as parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepchildren and stepparents, and legal guardians.

B. Upon request of the Superintendent, an absence in excess of three working days caused by an illness or disability of the teacher or the teacher's immediate family must be supported by a physician's certificate, or if treatment is by prayer or spiritual means, the certificate of a spiritual or the practitioner of such teacher's faith. Failure to submit such evidence will result in the denial of pay for such absence.

C. Part-time teachers shall receive a prorated number of sick days as above based upon their teaching time in relation to that of a full-time teacher.

D. A full-time teacher may use allotted sick days for personal leave pursuant to the provisions of Section 2 of this Article. Should a teacher not use a sick day for personal leave, said sick day may be accumulated as provided hereinabove.

E. If the Board has reason to suspect that any employee who has been ill remains unable to perform the usual or ordinary work duties, the employee may be requested to obtain a doctor's statement, at the expense of the District, that the employee is able to return to work and perform his or her usual and customary duties. If so requested, the employee must submit such a statement as precondition to the employee's return to work.

Section 2. Personal leave. Each full-time teacher shall be entitled to two days per school year for personal or emergency leave without loss of pay. Such personal or emergency day or days shall be considered to be one (or two) of the 14 sick days provided in Section 1 of this Article. Use of a personal or emergency day then means, for example, that said teacher will have an allotted 13 sick days that year, plus past accumulated sick days. Unused personal or emergency days are not cumulative as such, but rather may be accumulated as sick days as provided in Section 1 of this Article.

Use of such personal or emergency day shall be in accord with the following:

A. Five days prior notice shall be given to the building principal, except in the case of an emergency in which case notice shall be given to the building principal as soon as possible.

B. Except in the case of emergency, personal days may not be taken during the first (5) five pupil attendance days of the school year, the last (5) five pupil attendance days of school year, the day before and the day after vacations or holidays, institute and conference days.

Notwithstanding the previous language of this paragraph, the employee may use personal days during the first and last week of the school year if necessary to attend a graduation of that employee's child or to transport their child or children to or from school. The employee may only use a personal day in this manner if he/she has attempted to arrange for the activity to take place on a non-work day and has been unsuccessful in that regard.

C. No more than two teachers in each building may take a personal or emergency day on the same day. Personal and emergency days shall be granted by the building principal in the order in which they are received, with the exception that emergency days shall have first priority. This provision may be waived at the discretion of the Superintendent. Such waiver shall not be precedential.

D. Except in the case of emergency, personal days may not be taken by a teacher on consecutive work days.

Section 3. Health and Hardship Leave. Upon recommendation of the Superintendent, the Board may permit teachers to take an unpaid leave not in excess of six months in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families. In considering whether to recommend such leave, the Superintendent may take the following factors into account, and may report them to the Board when recommending such leaves:

- A. Length of time teacher has served the District.
- B. Benefit which would result for the District.
- C. Expectation of the teacher to return to the District.

All requests for such leave shall be made by the teacher in writing and shall include reasons the teacher requests such leave.

Section 4. Maternity/Child-Rearing Leave. A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section I, which is applicable only to non-tenured teachers, and in Sections J and L which are applicable to all teachers.)

A. The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery and an opinion that the teacher may safely continue in her employment and perform all her regular teaching duties during her pregnancy. From time to time, the Superintendent or designee may request the teacher to furnish subsequent statements from the physician indicating her continued ability to perform her teaching duties.

B. Notification of intent to take such leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the anticipated birth of the child.

C. After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminated immediately prior to the start of a new school term. Such leave shall commence upon (1) the date agreed upon by the Superintendent or designee and the teacher; (2) the actual date of delivery; or (3) the date on which the teacher is required to leave or cease employment because she is unable to perform her duties, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1.

The Superintendent or designee may waive any of the provisions of this subsection C in his/her sole discretion, and any such waiver shall not be precedential in any respect.

D. Sick leave shall not be applicable during the period of the maternity/child-rearing leave. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the District.

E. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's business office or elsewhere pursuant to its direction.

F. Any teacher who has been employed ninety-three (93) or more days of the school term prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale.

G. In all instances where a teacher is granted a maternity/child-rearing leave of eight (8) calendar months or more, as a condition thereof, she shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a

resignation from the District.

H. Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected day of the delivery of the child.

I. A maternity/child-rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all conditions applicable to a tenured teacher, and provided the term of such leave shall not be considered in computing full time employment under Section 24-11 of the Illinois School Code for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced her first probationary year. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or accept the conditions established therefore.

J. Nothing in this policy shall be construed as requiring any teacher to apply for a maternity/child-rearing leave. A teacher not eligible for or not desiring maternity leave may utilize accumulated sick leave during any period of disability related to her pregnancy and/or to the delivery of the child. If such teacher shall have exhausted accumulated sick leave, she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of such disability.

K. A male teacher who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this policy. Eligibility for such leave shall arise upon the anticipated birth of a child which the teacher has fathered or upon his planned adoption of a child.

L. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.

M. In the event of the death of the object child of the leave, the leave of absence may be terminated upon the request of the teacher and the teacher reemployed for the next vacant position for which the teacher is legally qualified or upon expiration of the contract of the teacher who was hired to replace the teacher on maternity leave.

Section 5. Professional Leave. The Board may grant a leave of absence without pay to tenured teachers for any purpose it deems appropriate and beneficial to the School District for a period up to one school year on such conditions as imposed by the Board. The granting, withholding or conditioning of such leave of absence shall be within the sole discretion of the Board and shall be nonprecedential. No experience credit will be granted for the time the teacher is on such leave. With the express written consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Administrative Office or elsewhere pursuant to its direction.

Section 6. Conditions of Expiration of Leave.

A. Upon expiration of the leave and upon presentation of evidence satisfactory to the Board of Education manifesting compliance with the conditions of the leave, the tenured teacher shall be returned to a position within the District; however, not necessarily at the same building and/or position formerly held.

B. Tenured teachers returning from an unpaid leave of absence shall be placed on the salary schedule at the same experience step they occupied at the beginning of the leave; except that where such teacher was employed by the District 93 or more days of the school term prior to the commencement of such leave, said teacher shall be entitled to an advancement on the salary schedule for that school year.

C. Teachers returning from an unpaid leave of absence shall resume their duties only at the beginning of the school year, unless otherwise recommended by the Superintendent and approved by the Board. Any such approval by the Board shall be nonprecedential.

D. Notification of the teacher's intention to return to the employ of the District from an unpaid leave of absence shall be made in writing to the Superintendent at least 90 calendar days prior to the end of the school year preceding the expected return. Where such leave commences less than 90 calendar days before the end of the school year as above, such written notice of intent to return shall be given by the teacher at the commencement of such leave. Failure to provide such written notice of intent to return to the Superintendent shall be deemed a resignation.

Section 7. Unpaid Leave

A. A leave of absence without pay may be granted or denied upon application in writing to the Superintendent, which will be based upon the facts of the specific request.

B. Leaves of absence without pay will not be granted during the first five pupil attendance days of the school year, the last five pupil attendance days of the school year, or on the day before or after a holiday.

C. Leaves of absence without pay must be applied for at least three days in advance of the anticipated absence.

Section 8. Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

Section 9. Bereavement Leave

In the event of the death of a member of an employee's family (family being those for whom the employee is allowed to take sick leave pursuant to the definition of family as set forth in the section dealing with Sick Leave in this Agreement), such employee shall be entitled to a maximum of one (1) day of absence per year without loss of pay and without loss of personal or sick leave. If the bereavement leave extends beyond the maximum allowable, the employee shall be allowed to use sick days, with the prior permission of the Superintendent.

Section 10. Association Leave

The Union President and Vice President (current and elect) shall each be allowed two (2) association days annually to be used by him/her to attend local or state continuing education functions relevant to union matters. The days shall not count against sick days or personal leave.

ARTICLE XIII. COMPENSATION AND BENEFITS

Section 1. Base Salary and Salary Schedule.

A. For the 2006-2007, 2007-2008, 2008-2009 and 2009-2010 school years, full-time teachers shall be compensated pursuant to the salary schedules attached hereto as Appendix A. The base salary (Bachelor Column, no experience step) for said schedules shall be \$26,861 for 2006-2007 (3% increase over same cell for 2005-2006), \$27,560 for 2007-2008 (2.6% increase), \$28,304 for 2008-2009 (2.7% increase) and \$29,295 for 2009-2010 (3.5% increase)

One step shall be added to each of the Masters columns (MS, MS15, and MS30) in each of the years of the contract (21 steps in 2006-2007, 22 steps in 2007-2008, 23 steps in 2008-2009, and 24 steps in 2009-2010).

Part-time employees shall be compensated on a prorated basis.

Section 2. Teachers' Retirement System Contribution.

Illinois Teachers' Retirement System requires that a sum equal to 9% of a teacher's total compensation be paid to the system. As a fringe benefit and pursuant to the authority granted by Section 414(L)(2) of the Internal Revenue Code, for and during the term of this Contract the Board agrees to pay on behalf of the teachers employed by the District to TRS a sum equal to .103753 of the total compensation received by said teacher.

For purposes of this paragraph, "compensation" shall mean only such salary and/or stipends received by said teachers and paid pursuant to the provisions of Sections 1, 3, 4, and 9 herein and those schedules attached hereto as Appendix A, B, and C.

The Board will consider as excludable or "picked up" for federal income tax purposes the amount paid by the Board to the Teachers' Retirement System. The Board will not report the excludable or "picked up" income as part of the staff members' gross income to the Internal Revenue Service, unless otherwise specifically required by the Internal Revenue Code, as amended.

Section 3. Longevity Pay.

In addition to the compensation provided in this Article XIII, those teachers who have completed 20 years of full-time teaching in the District shall receive the additional sum of \$500.00 each year thereafter during which they are employed full-time. Said \$500.00 shall be added to their other compensation and paid prorata with their monthly paychecks. Those teachers who have completed 30 years full-time teaching in the District shall receive the additional sum of \$800.00 each year thereafter during which they are employed full-time, to be paid as aforesaid. Note: Said payments are not cumulative as such,

but instead mean that a teacher, during years 21 through 30, receives a total of \$500.00 in each of those years; and during years 31 and beyond, receives a total of \$800.00 in each of those years. Notwithstanding the language set forth above, no longevity payment shall be paid to any teacher who is placed in a cell on the salary schedule in years 21 through 24 if that teacher is otherwise receiving step movement in that year.

Section 4. Manner of Payment.

A. Teachers shall have the option of being paid on a 20 or 24 month basis. Teachers wishing to be paid in 20 payments must notify the Superintendent in writing within the first ten (10) days of school. In the absence of such written notification, teachers shall be paid on a 24 paycheck basis. Paychecks will be issued on the 15th and 30th of each month that the teacher has selected as a payment month. The first check of each year will be issued on the 15th of September.

B. Payments made pursuant to the extra-curricular schedule, as set forth in Section 9 hereinafter and attached hereto, shall be made in accord with the provisions contained in said schedule and Section 9.

C. All payment to new teachers shall be made by electronic direct deposit. Teachers shall provide the necessary bank information to the District and sign any necessary forms on or before the first (1st) day of school.

Section 5. Initial Employment.

At the time of initial employment in the District, each teacher not employed for primarily supervisory or administrative duties shall be placed on the salary schedule at the appropriate step representing teaching experience and educational attainment. However, placement on the appropriate experience step shall be subject to the following:

A. Said teacher shall receive credit for all prior years of full-time teaching experience, but not to exceed a total of 6 years; and

B. Where such teacher has more than 6 years of prior, full-time teaching experience, the Board may place said teacher at such experience step on the schedule as it deems necessary and appropriate (not to exceed actual total of full-time teaching years of experience).

C. A new teacher may be placed at Level 1 if that person will be teaching in an area identified by the Illinois State Board of Education, within the last three academic years, as constituting a "teacher shortage area."

Section 6. Movement on Salary Schedule.

A. Education Movement. College credit obtained by a teacher from an accredited institution shall apply towards horizontal advancement on the salary schedule, provided said teacher has received prior approval in writing from the Superintendent that said course or courses are of value both to the teacher and to the District. Course approval decisions by the Superintendent shall be nonprecedential. Horizontal advancement on the salary schedule shall only take place at the beginning of the school year. Said teacher shall be responsible for providing the Superintendent with a properly certified transcript evidencing that such course work has been successfully completed, and such transcript must be presented prior to the 10th day of September for the new school year. If the college credit obtained by a teacher, pursuant to this section, results in educational movement of more than one column between two academic years, the teacher may nonetheless move the additional column(s) consistent with his/her college credit obtained.

B. Experience Movement. Except as otherwise specifically provided in this Agreement, completion of one full year of continuous, full-time employment in the District shall entitle a teacher to move down one step on the salary schedule. Each teacher who is at an experience step below the cutoff point of the index column on the schedule shall be frozen at that step. If a teacher who is frozen moves across the schedule to a new column, that teacher may move down one step to reflect the year's earned experience. However, in no event may a teacher in any given year move down more than one step on the schedule for experience.

Section 7. Health Insurance.

A. Insurance

I. Individual

For the 2006-2007, 2007-2008, 2008-2009, and 2009-2010 school years, the District shall provide full time teachers with group health insurance coverage. For that coverage, the District will pay \$420 of the applicable premium in 2006-2007 (whether that employee is seeking individual, family, employee plus spouse, or employee plus children coverage). For that coverage, the District will be \$462 of the applicable premium in 2007-2008, \$508 of the applicable premium in 2008-2009, and \$559 of the applicable premium in 2009-2010 (whether that employee is seeking individual, family, employee plus spouse, or employee plus children coverage).

However, the Board's contribution will not exceed 100% of the actual premium for the respective categories in the event that the actual premium for those policy options in the respective years is less than the amount specified above. Each individual teacher will be responsible for payment of the cost in excess of that amount.

The current group health insurance company is OSF. The Board is willing to seek other insurance companies with the Union. Should the federal government pass legislation mandating all employers to participate in a national health care plan during the term of this Agreement, the parties agree to re-negotiate employer contribution.

- B. The District shall negotiate with the Union prior to making a change in either the carrier or the coverage.
- C. The District has adopted a benefit plan commonly known as a full IRC Section 125 plan. Although the intent of the District was to adopt a benefit plan that fully qualifies under said IRC Section 125, the District does not warrant that the plan as adopted will be such a qualified plan and the employees hereunder agree and understand that the District does not so warrant. The cost of adoption and administration of a benefit plan shall be borne by the District.

Section 8. Life Insurance.

The Board shall provide each full-time teacher with a \$25,000.00 term life insurance policy at no cost to the teacher.

Section 9. Extracurricular and Extra Duty Pay.

Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Appendix B, and shall be paid in the next paycheck following the completion of said activity. Extracurricular and extra duty job openings shall be posted in a timely manner in each of the attendance centers.

Section 10. Tuition Reimbursement.

Full-time teachers shall be reimbursed by the Board for under-graduate and graduate credit course work which is previously approved by the District, and successfully completed. The reimbursement to the teacher shall be the lesser of \$105.00 per credit hour or ninety percent of the credit hour cost. In no event, however, shall the amount of reimbursement per credit hour be less than the amount which the teacher would have received for the 1995-96 school year. Approval for such reimbursement must be given by the Superintendent prior to the teacher undertaking such course or courses. Such approval must be in writing and will be based upon whether the course or courses will be of value both to the teacher and to the District. The total number of approved credits that a teacher may receive reimbursement for shall not exceed a total of fifteen (15) credits for each school year (July 1 through June 30). Of that amount, no more than six (6) semester hours of credit may be taken during any school semester. Of that amount, more than six (6) semester hours of credit may be taken during the summer. Approval for reimbursement decisions shall be nonprecedential. Reimbursement shall be paid within 30 days following notification satisfactory to the Superintendent of successful completion of such courses completed during the months of September through May, both inclusive. After the approved course is successfully completed during the months of June, July or August, reimbursement will be paid only to those teachers returning to the employ of the District for the immediately following school year. Reimbursement for such summer courses shall be made by the District either by October 1 or within thirty (30) days following notification satisfactory to the Superintendent of successful completion of the summer course, whichever is later (but no earlier than September 1).

Section 11. 403(b) Companies

The District currently makes available to employees a 403(b) program. There currently are in excess of 12 companies with whom employees are providing investments for this program. No additional companies shall be allowed to be added to this list until the total number of companies shall decrease to less than 10. All existing companies shall remain as participants in the program, so long as least one employee wishes to make contribution to that company. A listing of companies is set forth below. If no employee, in any given school year contributes money to a company on the list below, then that company shall be dropped from the list. If the total number of companies for which contribution is being received drops to below 10, the Union may internally decide which company or companies it wishes to add to the list, to equal no more than 10 companies receiving payment. When that has been decided by the Union, the information will be conveyed to the Administration and processed accordingly.

Princeton Elementary District 115 403(b) Companies

American Express
American Funds
Country Companies
Equitable
Fidelity Investments
First Investors Corporation
Franklin Life
Hartford
IDES (Investors Syndicate)
Mass Mutual
Modern Woodman
Prudential

Section 12. Retirement Option

The following retirement option applies to those teachers eligible for TRS retirement with 12 or more years of service to Princeton Elementary School District #115. If the state or federal government or any other governmental agency enacts, offers or mandates any other early retirement plan or statute, employees may not access or elect to receive benefits under this contract in combination with any other statutory or contractual retirement plan. This provision shall supersede those other provisions mentioned in the previous sentence. If the teacher elects to retire and so notifies the Board in writing, the election is irrevocable regardless of any changes in statute, regulation, law or contract. Nothing herein prohibits the Board (with the approval of the Union) from enhancing a teacher's retirement option in order to save the District money and improve the teacher's retirement benefits.

Only an employee who will not cost the District an ERO penalty may initial the retirement plan herein. The teacher must submit before June 30 prior to the first year of this plan an irrevocable written notice of intent to retire, specifying the year of retirement. Employees may select a plan length between four years and one year. If the employee selects a four year plan, his/her total creditable earnings during the fourth year before the retirement shall be increased by six (6%) percent over what it was the previous year. During the remaining three years of employment, the employee's creditable earnings shall be six (6%) percent more than it was the previous year. An employee shall be eligible to select a plan of three years or less only if the employee's increase in creditable earnings in any year used by TRS to determine pension value was no more than 6%. After selecting a plan of less than four years, the qualifying employee's creditable earnings in each of the years remaining until retirement shall be six (6%) percent greater than the previous year.

Any supplemental duties that are included in the creditable earnings in the year prior to giving notice shall be continued during the remaining years prior to retirement, or the fixed creditable earnings shall be reduced according.

Payments under the terms of the plan will be made in a manner specified under the individual member's retirement/resignation contract, total payments being made on or before the member's last paycheck.

- A. The number of employees who may retire under these plans may be limited to the option of the Board to a specified percentage of those eligible. This percentage may not be lower than fifteen (15%) percent of those eligible for retirement. The right to participate shall be determined by the member's written notice of intent to utilize the retirement option and must be allocated among those applying on a seniority basis in this District.
- B. Members who take the retirement option may continue as members of the District's group health insurance program subject to full payment of the premium by the employee.
- C. Members choosing retirement option must sign a retirement/resignation contract.
- D. After retirement, the participant will give five (5) days of service to the District for each bonus year taken within three (3) school years after the onset of retirement. The retirement agreement will outline the type of certified service required of the retiree and payment for that service. The employee need not comply with this paragraph if he/she moves more than 20 miles from Princeton or is in poor health.

- E. In the event the implementation of this provision would result in the Board of Education being required to pay an actuarial cost or some other additional payments to TRS, the pay increase shall be limited to the amount that is a six (6%) percent increase in TRS creditable earnings without additional payment by the Board.

Section 13

Sick Leave Bank

A sick leave bank for teachers is established with the intent of the bank to provide extended sick leave to eligible teachers who incur a period of extended illness or disability and who have exhausted all of their sick leave. Eligible teachers' participation in the plan shall be on a volunteer basis, subject to the following guidelines.

1. Intent to participate shall be declared by the teacher within ten (10) working days of the start of the school year or the beginning of their employment.
2. The bank can never use over one-hundred twenty(120) days per year. If at the start of a school year the bank has less than eighty (80) days, all members will be required to donate at least one (1) day, or a number of days determined by the sick leave bank committee. If at the start of a school year the bank has between 80 and 120 days, all members will be required to donate one-half (1/2) day. New members may join the bank by contributing one (1) day.
3. The bank shall only be applicable to the teacher consistent with District use of sick days. The bank shall not be applicable to any illness or disability resulting from a medical procedure which could be safely deferred until a vacation period as determined by the committee. The sick leave bank may be used for maternity leave when complications occur during pregnancy causing extenuating circumstances beyond the control of the teachers. (Maximum of 10 days). Sick leave may not be granted for the period of disability when monies are paid to the member under the Workmen's Compensation Law or by Teachers' Retirement System.
4. A teacher must have exhausted all individual, accumulated sick leave and have been absent from employment without pay for one (1) consecutive day as a consequence of the illness or disability.
5. A teacher who qualified may draw from the bank a maximum of thirty (30) days. If at the end of the school year there are days remaining in the bank, a member may apply for an additional ten (10) days.

Requests to withdraw days from the bank will be heard by a committee. The committee will be responsible for the registration of participants and the accounting of contributed days, as well as evaluating and accepting or rejecting the application for use of the bank. The decision of the Union shall be final. The Administration shall receive a current copy of the

records of the status of the bank.

The committee shall be selected by the Union membership. The committee and the Union shall be responsible for adopting regulations for administering this program. The committee shall likewise be responsible for informing the administration of the District of the appropriate usage of this provision by any employee. The committee shall, on an annual basis, provide the administration with a report of its activities. Such report shall include the number of days utilized by each employee for the report period, the number of days available in the sick leave bank and the number of days contributed by each employee. This report will be made at the end of the school year at least by June 15.

Teachers may make written application for the use of bank days to the committee. Application must be made within thirty (30) days of the first day for which leave is requested. Confirmation by a doctor of the reason for leave must be submitted in writing with the application. If application is denied by the committee prior to the fifteenth (15th) of the month, the payroll reduction will be made from that month's paycheck. If application is denied after the fifteenth (15th), the payroll deduction will be made from the following month's paycheck.

A participating teacher who has been granted use of sick-leave bank days shall not become eligible for use of sick-leave bank days in the subsequent school year unless such teacher has returned to full-time service for at least ninety (90) days.

This program shall terminate on June 30, 2010. All unused sick leave days will be returned to teachers on a pro-rated basis if the plan is terminated at the end of the school year.

The Union shall indemnify the District and Board for any litigation cost or liability as a result of this program.

ARTICLE XIV. DURATION AND EFFECT OF AGREEMENT

Section 1. The terms and conditions set forth in this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provision of this Agreement.

Section 2. This Agreement shall be in full force and effect on and from the date of the execution hereof through and including the last day prior to the commencement of the 2009-2010 school calendar.

Section 3. Negotiations for future collective bargaining agreements shall begin no earlier than June 1, 2010, or later than July 1, 2010.

Section 4. If any provisions of this Agreement or any application of this Agreement to any employee shall be found contrary to law by a court of competent jurisdiction, then such provisions or application shall be deemed null and void. All other provisions or applications shall continue in full force and effect.

Section 5. The parties agree that all other points raised by them during this negotiation process, which have not otherwise been agreed to, are hereby dropped and the Collective Bargaining process closed for this Contract.

Section 6. All requests for communication with the Board shall be channeled through the Superintendent or designated representative, and requests by the Union shall be made to the President of the Union or designated representative.

Negotiations regarding extension or renewal of this Agreement shall not begin before March 1, of the year in which the Agreement expires unless by mutual agreement. (This provision shall have no application to negotiations which the parties may or may not engage in, as applicable, as it related to Reduction in Force.) Facts, options, and proposals may be exchanged freely during the meeting or meetings in an effort to reach mutual understanding and agreement on items defined as negotiable in this Agreement. All tentatively agreed upon materials shall be prepared for the Board and the Union and initialed.

When the Board and the Union reach tentative agreement on all matters being negotiated, the items will be reduced to writing and shall be submitted to the members of the Union for ratification and then the Board for approval.

SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have, by and through their duly authorized representatives, set their hand, the date and year aforesaid, indicating their approval and acceptance of the terms and conditions of this Agreement herein contained.

PRINCETON ELEMENTARY SCHOOLS,
DISTRICT NO. 115, BUREAU COUNTY,
ILLINOIS,

BY: _____
President, Board of Education

ATTEST: _____
Secretary, Board of Education

THE PRINCETON FEDERATION OF
TEACHERS, LOCAL 3551, AMERICAN
FEDERATION OF TEACHERS,

BY: _____
PFT Union President

ATTEST: _____
PFT Vice President

APPENDIX B

EXTRA-CURRICULAR SCHEDULE

Each activity category on the schedule shall receive a 5% increase in the 2006-2007 year above the amount paid for that same activity category in the 2005-2006 school year.

Each activity category on the schedule shall receive a 7.5% increase in the 2009-2010 year above the amount paid for that same activity category in the 2008-2009 school year.