

FOUR YEAR  
COLLECTIVE BARGAINING AGREEMENT  
THE PRINCETON HIGH SCHOOL  
BOARD OF EDUCATION  
DISTRICT #500

AND

THE PRINCETON HIGH SCHOOL  
EDUCATION ASSOCIATION (IEA/NEA)

For the School Years

2007-2008

2008-2009

2009-2010

2010-2011

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ARTICLE I  
RECOGNITION

Section - A - Recognition

The Board of Education of District #500, Bureau County, Illinois, hereinafter "Employer" or "District," hereby recognizes the Princeton High School Education Association, an affiliate of the Illinois Education Association/National Education Association, hereinafter the "Association" or "Union," as the sole and exclusive bargaining representative for all full-time and part-time certified teachers. Such representation shall cover all employees who are full or part-time certified teachers assigned to newly created positions, which are not principally supervisory or administrative. Such representation shall exclude all supervisory and confidential employees including the positions of the superintendent, principal, assistant principal, dean of students, student activities director, administrative assistant, director of transportation, bus drivers, substitute teachers, coordinator of special education.

## ARTICLE II

### GENERAL ASSOCIATION RIGHTS

#### Section A - Notice of Board Meetings

The Association President or his/her designee will be given notice of all regular and special meetings of the Board in substantially the same manner and form as that provided the news media. A copy of the agenda and the Board minutes, after approval, shall be provided to the Association President.

#### Section B - Budget and Audit

The Board shall provide the Association a copy of the District's budget after the same has been adopted by the Board. The Board shall provide the Association a copy of the audit when completed.

#### Section C - Newly Employed Teachers

Upon request, the names and addresses of newly hired full-time and part-time certified teachers who are primarily non-supervisory shall be provided to the Association President. The Association President shall have the right to greet employees during the initial workshop day.

#### Section D - Distribution of Agreement

Within thirty (30) days of the ratification of the agreement, the Board shall have sufficient copies of the agreement prepared and delivered to the Association for its distribution to each teacher in the District.

#### Section E - Faculty Meetings

The teaching staff and administration recognize the importance of communication in maintaining good relationships and agree to meet when possible within one (1) week after the monthly Board meeting, except during the months of June, July and August.

## Section F - Building Use

The Association may request the use of the building for meetings of its members only provided the following guidelines are met:

1. At least five (5) days prior to the intended meeting date the Association shall request the use of the building. The request shall be in writing and presented to the Superintendent.
2. All meeting times and places shall be approved by the superintendent. If no conflict is present in the master schedules, the Association shall be allowed the use of the facility.
3. When special custodial services are required, the Association shall be charged a fee established by the superintendent and approved by the Board of Education.
4. The Association shall not have the rights contained in this paragraph following a declaration of strike by the Association.

## Section G - Association Business - School Property

Representatives of the Association and its affiliates shall be permitted to transact official Association business on school property before and after school and during periods of time when not assigned to class or supervision, and only when such Association business does not interfere otherwise with any teacher's proper fulfillment of his contractual duties.

## Section H - Association Business - Use of Mailboxes and Equipment

The Association shall be granted:

1. The use of employee mailboxes, inter-school mail, and a designated bulletin board for purposes of internal communication, so long as the same does not substantially interfere with daily school business.
2. The use of school business equipment, e.g., computers and copy machines, excluding postage meter use, so long as same does not substantially interfere with daily school business.
3. The Association shall provide or pay for all expendable materials or phone calls.
4. No secretarial and/or administrative aid shall be provided by the District.
5. Such use shall be allowed only for PHSEA business, and all such privileges shall be denied to the Association and the teachers employed at P.H.S. after a strike has been declared.

### Section I - Employee Appearance Before the Board

When an employee is required to appear before the Board, the employee shall be notified in writing, with a statement of purpose.

### Section J – Negotiation Procedures

All requests for communication related to contract negotiations with the Board shall be channeled through the Superintendent or designated representative, and requests to the Association shall be made to the President of the Association by the Superintendent or designated representative.

Negotiations regarding extension or renewal of this Agreement shall not begin before March 1, or the year in which the agreement expires. (This provision shall have no application to negotiations, which the parties may or may not engage in, as applicable, as it relates to Reduction in Force.)

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

### Section K - Impasse - FMCS

If impasse occurs as described by Illinois Educational Labor Relations Act, Section XII, the parties shall request the Federal Mediation and Conciliation Service (FMCS) to mediate impasse. Should FMCS be unavailable within eight (8) weeks from the date of such request, the parties shall commence discussions as to a replacement within one (1) week of receipt of such notice of unavailability. In the event the parties cannot agree upon a replacement and the parties do not mutually wish to wait for FMCS, the Illinois Educational Labor Relations Board shall be notified.

### Section L - Regularly Scheduled Discussions

During each school year, the Board President and Superintendent and an Association committee consisting of no more than three teachers shall meet in the month of October and the month of March to discuss matters of mutual concern. The March meeting shall take place prior to the Board's regularly scheduled March Board meeting, and at said meeting the District's intentions, if any, concerning a reduction-in-force of the teaching staff shall be discussed.

#### Section M - Notice of Board Policy Changes

The Association President or his/her designee shall be given a copy of all new or revised Board Policies within five [5] working days of the adoption of the new or revised policy.

#### Section N – Notification of Evaluation Format

The Board shall include a copy of the Teacher Evaluation Instrument to all certified staff as part of the employee handbook at the beginning of each school year.

#### Section O – Association Leave

The Association President and/or his/her designee shall be granted release time, without loss of salary, for six (6) school days to attend NEA/IEA conferences or conventions. No more than two (2) consecutive days per individual may be used for this purpose. The Association shall pay the cost of substitutes for each day in accordance with this paragraph.

The Association President or his/her designee shall notify the Superintendent of his/her designee at least (7) days prior to the requested leave.

ARTICLE III  
GRIEVANCE PROCEDURES

Section A - Definition

A grievance is a written claim by the Association or its members that there has been a violation, misrepresentation, or misapplication of this Agreement.

Section B - Time Limits

All time limits of Article III shall consist of school days. However, when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays, excluding holidays.

Section C - Grievance Procedures

The parties hereto acknowledge that it is usually most desirable for a member and the principal to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the member, or when the Association feels there has been cause for a grievance, a grievance shall be processed as follows:

1. STEP I - The grievance shall be presented in writing to the principal within ten (10) days of the alleged occurrence. The principal will arrange for a meeting to take place within ten (10) days after receipt of the grievance. If possible, the meeting shall not take place during assigned duties. The grievant shall be present at the meeting with the principal.

Within ten (10) days of the meeting, the grievant shall be provided with the principal's written response, including reasons for the decision. The Association is entitled to be present in all steps of the grievance procedure and shall receive a copy of all written responses.

2. STEP II - If the grievance is not resolved at STEP I, then the grievant may appeal the grievance to the superintendent within ten (10) days after receipt of the Step I answer. The superintendent shall arrange with the grievant for a meeting to take place within ten (10) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the grievant and Association shall be provided with the superintendent's written response, including reasons for the decision.

3. STEP III - If the grievance is not resolved satisfactorily to the grievant at Step II, then the grievant may appeal the grievance to the Board of Education within ten (10) days after the receipt of the Step II answer. Notice of the appeal by the grievant shall be given to the superintendent or the board designee. The Superintendent or Board designee shall arrange with

the grievant for a meeting with the Board to take place at the next regularly scheduled Board meeting, but in any event no later than thirty (30) days after the receipt of the notice of appeal by the Board. The meeting shall take place in an executive session meeting of the Board of Education. Within ten (10) days of the meeting, the grievant and the Association shall be provided within the Board's written response, including reasons for the decision.

4. Step IV - If the grievant is not satisfied with the disposition of the grievance at Step III, the grievant may submit the grievance to final and binding arbitration to an arbitrator mutually agreed upon or the FMCS, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) days of the date of the Step III answer, then the grievance shall be deemed withdrawn.

#### Section D - Arbitration

Neither the Board nor the grievant shall be permitted to assert any grounds or evidence before the arbitrator, which were not previously disclosed to the other party, except where the arbitrator specifically requests such information. The arbitrator shall have no right to amend or modify the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues submitted in writing and shall have no authority to make any decision or recommendation on any other issue not so submitted. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The fee and expenses of the arbitrator shall be shared equally by the grievant and the Board.

Each party shall bear the full costs of its representation in arbitration. If either party requests a transcript of the proceeding, that party shall bear the full cost for the transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the parties. Alternatively, if both parties share the expense of the transcript, a complete copy of the transcript will be made and promptly given to the other party.

#### Section E - Grievance Bypass

If the grievant and the superintendent agree, Step I and II of the grievance procedure may be bypassed and the grievance brought direct to Step III. If the grievant and the Board agree, Step III of the grievance procedure may be bypassed and the grievance may be brought directly to Step IV.

#### Section F - Released Time - Hearing

Should the grievant be required to attend a hearing pursuant to Steps I, II and/or III during the grievant's assigned duties, the grievant will be released without loss of pay or benefits from his/her regular assignment during said hearing.

#### Section G - Filing of Records

All records related to a grievance shall be filed in the principal's office. No record of the grievance shall be placed in the grievant's personnel file in the superintendent's office.

#### Section H - 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 I - Processing Time Limits - Written Decision

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall be processed to the next step, unless the parties mutually agree in writing to extend the applicable time limit to a date certain.

#### Section J - Processing Time Limits - Grievant

If the grievant fails to pursue the appropriate step within the time limit established in the grievance procedure, the grievance shall be dropped.

#### Section K - Expedited Arbitration Rules

By agreement of the parties, the Expedited Arbitration Rules of the American Arbitration Association may be used instead of the Voluntary Labor Arbitration Rules.

ARTICLE IV  
GENERAL CONDITIONS

Section A - Teacher Work Year

During the school year, each teacher shall have no more than 180 working days of which 176 days shall be pupil contact days, unless an individual agreement between a staff member and the board has been created. Days spent in extracurricular activities are not covered by these limitations.

Section B - Teaching Load

The teacher workday will begin at 7:45 a.m. and conclude at 3:20 p.m. Each teacher shall have a thirty [30] minute duty free lunch.

Section C - Teacher Load

1. A full-time teacher shall have 255 minutes of teaching and non-teaching assignments. A written job description of any newly created non-teaching assignments will be provided to the Association.
2. A full-time teacher shall have 85 minutes of preparation time.
3. A full-time teacher will maintain office hours for the remainder of the teacher workday [Article IV, Section B], unless it conflicts with other work responsibilities with the District.
4. A full-time teacher shall be assigned a homeroom. Full-time teachers shall be assigned homerooms on the basis of least seniority in the district.

Section D - Notice of Assignment

A teacher shall be given notice of his/her teaching and extracurricular assignment for the forthcoming year no later than sixty (60) days, or as soon as possible preceding the first day of the new school term. In the event the administration makes a change in such assignment, the teacher affected shall be notified in writing by certified mail within ten (10) days of the administration's decision to make such change.

Section E - Copyrights

Materials that are developed during the course of any employee's regular working activities, or during summer workshops, or special curricular projects, is the property of the teacher, unless specifically compensated for by the Board, unless other arrangements are agreed to by the employee and Board.

## Section F - Sick Leave

All full-time teachers shall be entitled to twelve (12) 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 340 days, provided that the total sick leave available to a teacher at the commencement of a school year shall not exceed 340 days when both present year and past accumulated sick days are totaled.

- a. The teacher may use all or any portion of his/her sick leave to recover from his/her illness or disability or for the serious illness, accident or death of the teacher's immediate family. This shall include maternity leave. Immediate family is defined herein as spouse, son or daughter, step-child, father or mother, spouse's parent, brother, sister, brother-in-law or sister-in-law, grandparents, grandchild and legal guardian.
- 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 leader 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 twelve [12] days of sick leave to be reduced by the ratio of their teaching time in relation to that of a full-time teacher. The employee's current accumulated sick leave days will be indicated, at least annually, on a payroll statement.
- d. The full-time and part-time teacher's current accumulated sick leave days will be indicated monthly, on a payroll statement.
- e. A teacher may use allotted sick days as and for personal leave pursuant to the provisions of Section F of this Article. Should a teacher not use a sick day for personal leave, said sick day may be accumulated as provided hereinabove.
- f. One day of the allotted sick leave may be used to attend the funeral of aunts, uncles, nieces, nephews, and those persons with whom the teacher had a close and enduring personal relationship.
- g. Upon retirement, for those teachers not participating in the District's early retirement option, Article VI Section U, or costing the District a retirement penalty, a teacher shall be paid \$75 by the District for each day of sick leave accumulated by the teacher in excess of 360 days or days not used by the state towards retirement. The total paid to any one teacher under this section shall not exceed the sum of \$4,500.00. The sum shall be paid January 1<sup>st</sup> the first year of retirement.
- h. Any employee who has been ill or injured may be requested to obtain a doctor's statement 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 statement as a precondition to the employee's return to work. Should the Board require the employee to obtain a second or additional doctor's

statement, the Board shall be responsible for payment of the expense of obtaining such statement.

In cases of prolonged illness, the Board may have to fill a position with another employee. That replacement may, at the discretion of the Administration, become permanently employed, thereby replacing the ill employee, if the ill employee fails to return to work for One Hundred Eighty-Six (186) working days after the expiration of all sick leave, and earned personal leave days of that ill employee.

These same days may be used in any sequence; however, once an employee expends the total of such days plus One Hundred Eighty-Six (186) unpaid working days (or when the employee initially receives disability benefits), a permanent replacement may be hired. Not more than 60 nor less than 30 days prior to the end of said 186 unpaid working days period, the Board shall send a notice of the approaching deadline to said teacher by certified mail to the address provided by the teacher, said notice advising the teacher of the approaching deadline and asking the teacher to respond as to said teacher's intent in regard to returning to work. Any terminated ill employee will be allowed to continue the insurance coverage, since COBRA (Consolidated Omnibus Budget Reconciliation Act) allows for the extension of benefits. At the end of the time period provided for in the Act, a conversion policy may be available through the health insurance company serving the staff.

If a vacancy occurs within one (1) year following termination of the ill employee, the Board will attempt to assign the terminated ill employee to that position, if the employee is certified by a licensed physician as able to return to work and the administration determines that the individual qualifies for the position.

#### Section G - Personal Leave

Each full time teacher shall be entitled to two (2) days per school year for personal or emergency leave without loss of pay. Such personal leave or emergency days shall be considered to be part of the twelve (12) sick days provided in Section F of this Article. Unused personal leave days may be accumulated to a maximum of four (4) days. At the conclusion of each school year the one to four unused personal leave days accumulated during the current school year will be rolled over, first as personal leave days (maximum 4), then to accrue as sick days (maximum 340). Requests for personal or emergency leave shall be submitted in writing, except in cases of emergency, in accordance with following guidelines:

- a. Three (3) school days prior notice shall be given to the principal, except in cases of emergency in which case notice shall be given as soon as possible.
- b. Except in case of emergency, as mutually agreed between the employee and administration, a personal day may not be taken during the first three (3) or the final three (3) student attendance days of a term, the day before or after winter or spring break, the day before or after holidays (as established in the school calendar for the current school year) or holiday weekends, or on

institute days. An exception to this standard will be granted to any teacher to attend the wedding or graduation of a child, the wedding or graduation of a parent, or the graduation of a spouse or the transport of a dependent to or from college.

- c. Personal leave days may be taken and accrued in one-quarter [1/4] day increments.
- d. Not more than three (3) teachers may take personal leave on the same day. Requests for personal leave will be considered by principal in the order in which they are received. This provision may be waived at the discretion of the principal. Such waiver shall not be precedential.
- e. Except as provided in Subsection b above, personal leave days may not be taken on more than two successive workdays.
- f. Part-time teachers will be allowed two [2] days of personal business leave to be reduced by the ratio of teaching time to that of a full time teacher.

#### Section H - Health and Hardship Leave

Upon recommendation of the superintendent, the Board may permit teachers to take an unpaid leave not in excess of 186 working days in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families. All requests for such leave shall be made by the teacher in writing and shall include the reasons why the teacher requests such leave. Any decision made by the superintendent or Board shall not be deemed precedential.

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 I - Professional Leave

The Board may grant a leave of absence without pay to tenured teachers for a period of up to one (1) school year. The granting, withholding or conditioning of such leave of absence shall be within the sole discretion of the Board and shall be nonprecedential. Experience credit may 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 payment of all premiums which may be due to the District's Administrative Office or elsewhere pursuant to its direction.

#### Section J - Conditions at 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.

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, unless experience credit was granted by the Board. In cases where such teacher was employed by the District ninety-three (93) or more days of the school term during which such leave is taken, 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 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 ninety (90) calendar days prior to the end of the school year preceding the expected return. At least thirty (30) days prior to the ninety (90) day period, the superintendent shall send by certified mail to the address provided by the teacher, notice of the approaching deadline. Failure to provide such written notice of intent to return to the superintendent shall be deemed a resignation.

#### Section K - Notification of Available Assignment

In case of availability of a certified position within the District, such vacancy shall be posted in the schools of the District, and certified employees of the District shall be given first chance to apply for the vacancy.

#### Section L - Application of Agreement to Grant-Funded Employees

The terms of this Agreement and the terms and conditions of employment for bargaining unit employees who compensation is funded fifty percent (50%) or more by federal titled grant funds shall be subject to and controlled by the terms of the grant and any all written conditions, instructions or directives issued by the granting agency and its representatives and agents. In the event the terms of the grant or such written conditions, instructions or directives permit, but do not require, different terms and conditions of employment than are provided for in this Agreement, the terms of this Agreement shall apply.

#### Section M – New Classifications

The employer shall promptly notify the Union of its decision to implement any new classifications pertaining to work of a nature performed by employees in the bargaining unit. If the new classification is a successor title to a classification covered by the Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement.

If the new classification contains a significant part of the work now being done by any of the

classifications covered by this Agreement, or whose functions are similar to employees in this union, and the Union notifies the Employer of a desire to meet within the (10) working days (i.e., days the Board's administrative offices are open) of its receipt of the employer notice, the parties will then meet to review the proposed classification and if unable to reach agreement as to its inclusion or exclusion from the unit, the Employer shall be free to implement its decision and the Union shall be free to challenge that decision before the Illinois Educational Labor Relations Board. If the inclusion of the proposed classification is agreed to by the parties or found appropriate under the Illinois Educational Labor Relations Act, the parties shall then negotiate as to the proper pay grade for the classification, with the Board free to assign a temporary rate pending resolution of negotiations.

#### Section N – Tort Immunity Act Language

All members of the school staff are members of the school's Risk Management Team and have a responsibility 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 would take time, while here at school to report any of the following:

1. Any defects or deficiencies in machines, i.e., computers, typewriters, copiers, telephones etc.
2. The existence of any potholes in the parking lots or in the asphalt walkways;
3. Any problems with stairs, carpeting, and tiles;
4. Any ice or debris on walk area;
5. Any unsafe or broken chairs or furniture;
6. Any damage to safety signs or devices; and
7. Any activities by students, staff, or faculty, which might cause damage.

Please report any problems to the Superintendent.

- The Board will provide a form for the employees to use in this regard.
- Employees to submit form, as appropriate.
- Employees shall be available for clarification.
- Board to hold employees harmless for actions or omissions, in this regard, so long as the employee is acting within the scope of his/her employment.

If so, no one will be subject to discipline for failing to perform the above duties.

#### Section N – Dismissals ½ Days

The District shall have four (4) one-half (1/2) day in-service days and four (4) 2:00 p.m. dismissals for in-service programs.

Also, on parent conference days, school will be on the early dismissal schedule.

## Section O – Certification

If a teacher fails to remain certified under Illinois law, then the teacher's employment with the District shall terminate, and all benefits shall cease, forty-five (45) days after notification to the District from the appropriate certifying organization. This termination shall be suspended in the event the employee is able to obtain a temporary or provisional certification. If so, that teacher's employment shall terminate forty-five (45) days after written notification to the District from the appropriate certifying organization of the withdrawal of that employee's temporary or provisional certification.

## ARTICLE V

### SENIORITY - REDUCTION IN FORCE

#### Section A - Seniority

Seniority shall be defined as the length of tenured service in the School District. In areas where reduction is necessary teachers will be released in the following order:

#### Non-Tenure

Tenure - Least seniority in the District shall be laid off first.

1. If tenured teachers have the same number of years of consecutive full-time teaching experience at PHS, date of employment by the Board of Education will determine seniority. If the date is the same, total years of teaching experience will determine seniority. If a tie still exists, the Board of Education shall have the discretion to determine the teacher's respective rankings for purposes of being removed or dismissed, and in so determining shall consider the needs of the District.

2. If, pursuant to the foregoing, a tenured teacher is subject to removal or dismissal, said teacher shall be assigned to a teaching area for which he is legally qualified according to State Board of Education Document No. 1 of October 1, 1977, as amended, where said teacher has more seniority in the District than another teacher in the same teaching area. If there is no one with less seniority in the District in an area where he is legally qualified as above, he will be removed or dismissed.

#### Section B - Seniority List

The Administration shall, in consultation with the employees' exclusive bargaining representative, each year establish a list, categorized by positions, showing the length of continuing service in the District of each teacher who is qualified to hold any such positions. Copies of the list shall be distributed to the exclusive bargaining representative on or before February 1 of each year.

#### Section C - Order of Re-Employment

If the Board has any vacancies in the District for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to the teachers so removed or dismissed in reverse order so far as they are legally qualified to hold such positions.

#### Section D - Teachers' Obligation to Respond to Recall

In case of recall pursuant to Section C of this Article, the Administration shall notify the eligible teacher of the availability of the position by certified mail (return receipt requested) sent to the teacher's address on file with the District Office.

The notification of position availability shall include notice that, should the teacher not reply in writing fifteen (15) calendar days after receipt of the certified letter of notification, the teacher shall forfeit all recall rights.

Should the District Office not receive a written response from the notified teacher within fifteen (15) calendar days after the date of receipt of the certified letter of notification, all recall rights of the teacher shall be terminated.

## ARTICLE VI

### COMPENSATION AND BENEFITS

#### Section A - Base Salary

Base salary shall be considered that salary paid to a certified teacher who has less than eight (8) hours of additional approved credits beyond his B.A. Degree and who has no prior teaching experience. (On attached Appendix A, such teacher would be placed in the BA column at Step 0.) The base salary during the term of this contract shall be:

|                       |             |
|-----------------------|-------------|
| 2007-2008 School Year | \$32,187.00 |
| 2008-2009 School Year | \$33,137.00 |
| 2009-2010 School Year | \$34,115.00 |
| 2010-2011 School Year | \$35,121.00 |

#### Section B - Salary Schedule

During the term of this contract, the Salary Schedule shall be as that attached hereto as Appendix A. Teachers initially employed at less than full time shall be paid on a pro rata basis equal to their percentage of employment based upon said Salary Schedule.

#### Section C - Initial Employment

At the time of initial employment in the District, each certified teacher not employed for primarily supervisory or administrative duties shall be placed on the salary schedule at the appropriate step representing his/her teaching and educational experience. Further, said teacher shall also be placed at the appropriate step on said schedule reflecting his/her years of teaching experience pursuant to the following guidelines:

1. Said teacher shall receive credit for all prior years of full time teaching experience, but not to exceed a total of seven (7) years.
2. Where such teacher has more than seven (7) prior years of full time teaching experience, the Board may place said teacher at such experience step on the schedule, as it deems necessary and appropriate.
3. Where such teacher is certified to fill a position identified as a shortage area, the Board may offer a one-time monetary incentive to recruit and hire a teacher in an area of severe need.

## Section D - Index Movement

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 he/she obtains additional approved professional credit sufficient to qualify said teacher to move across on the schedule, said teacher may move both across the schedule to the appropriate index column and down the schedule to the appropriate experience step reflecting years in the district.

## Section E – Horizontal Movement on the Salary Schedule

### a. Prior to a Master’s Degree

Only classes taken as a part of an approved graduate program, or 300 level college credit classes (or higher) 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.

In addition, approved courses of any college level up to a maximum of nine (9) credit hours shall apply to horizontal advancement on the salary schedule.

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 24<sup>th</sup> of September for the new school year.

### b. After earning a Master’s Degree

To qualify for the Master’s +32 hours lane on the salary schedule, a teacher must have earned thirty-two (32) credit hours, as specified in Subsection a. above, after having received the Master’s Degree. These thirty-two (32) hours can consist of a maximum of ten (10) undergraduate credits. More than ten (10) undergraduate hours may be allowed if they are for the good of the District and are earned with the approval of the Superintendent.

## Section F - Coaching Salary Schedule

The Coaching Salaries shall be according to Appendix B.

## Section G - Extracurricular Activities Salary Schedule

Extracurricular activity sponsors shall be compensated according to Appendix C and D respectively.

When the Board approves a newly created extracurricular activity, the sponsor(s) will be paid a stipend. A committee consisting of the sponsor, a representative of the PHSEA, the Director of Student Activities, and the Principal will meet and determine the stipend using the current salary scales for extracurricular activities as a base. The committee will make a recommendation to the Superintendent who will then make the final recommendation to the Board. The Board will have final approval.

## Section H - Teachers' Retirement System Contribution (TRS)

As a fringe benefit and pursuant to the authority granted by Section 414 (h) (2) of the Internal Revenue Code, the Board agrees to pay on behalf of said teacher to TRS a sum equal to .098901 and retirement insurance expense (.005) of the total compensation received by said teacher. For the purposes of this paragraph, "compensation" shall mean the actual compensation received by a teacher during any school year and recognized by the Teacher Retirement System in accordance with the rules of the Board of Trustees of said system.

The Board will consider as excludable or "picked up" for federal income tax purposes the amount paid by the Board to the Teacher's 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.

## Section I - Summer School

During the term of this contract the summer school salary shall be one-twelfth  $1/12$  of an employee's annual teaching salary per nine [9] week term equivalency course. PHS teachers shall be given preference for said positions. In the event compensation is offered for a summer school position, PHS teachers shall again be given preference for said position.

## Section J - Flexible Benefit Plan

1. The Board will provide full-time certified teachers with a cafeteria plan for benefits. During the life of this contract the Board will contribute:

\$6,619 in School Year 2007-2008

\$7,016 in School Year 2008-2009

\$7,437 in School Year 2009-2010

\$7,883 in School Year 2010-2011

to the plan on behalf of each full-time employee. Any change in insurance carrier or type of health insurance will be negotiated between the parties to this agreement.

2. Teachers who retire prior to the age of seventy (70) shall have the option to continue such coverage under the group medical insurance plan, but such coverage shall be at the expense of the retiree.

3. Teachers who become disabled and are discharged for such disability shall have the option to continue coverage under this group medical insurance plan with permission of the carrier, but such coverage shall be completely at the expense of the disabled teacher.

4. As to teachers employed on a part-time basis by the Board, the Board will pay a pro-rata portion of the health insurance premium that is equal to the part-time employment of the teacher in the District. Only health insurance is to be paid for part-time employees, not the full cafeteria benefits. If such part-time teacher chooses not to participate, the Board is not responsible for or required to provide any other benefit to said teacher in lieu of payment of the cost of single health insurance coverage. Enrollment of a part-time teacher in the health plan is subject to approval by the carrier.

## Section K - Life Insurance

The Board shall provide term life insurance for each full-time certified teacher. The amount to be equivalent to BA step zero (0) [base salary].

## Section L - Additional Class Assignment

A full time teacher shall be paid 1/12 of his/her salary as determined by the salary schedule per each additional nine [9] week class which is above and beyond the maximum teaching load as defined in Section IV, B of this contract.

#### Section M - Additional Supervision

A full time teacher shall be paid \$17.00 per hour for a non-teaching assignment, excluding homeroom.

#### Section N - Additional Hours - Bachelor's and Beyond

The Board agrees to pay up to \$130.00 per semester hour to any full time teacher taking courses during the life of this contract. The aggregate dollar limitations per teacher shall be \$780.00 per fiscal year. If a teacher voluntarily ceases to be employed by the District within [1] year of when the course work fee was paid to the teacher said teacher agrees to reimburse the District for all such course work. The course must be pre-approved by the Superintendent.

#### Section O - Date of Payment

Payday will be the 24th day of the month. If the 24th day is on a weekend or a school holiday, payday will be the last school day prior to the weekend or holiday. Teachers will have the option of being paid in ten (10) or twelve (12) payments per school year. Teachers wishing to be paid in ten (10) payments must notify the superintendent in writing within the first ten (10) days of school. Teachers with extracurricular assignments will have the option of being paid for such assignments over ten (10) or twelve (12) payments or 1/2 payment in December and 1/2 payment in June. Notification must be made in writing to the superintendent within the first ten (10) days of student attendance.

#### Section P - Additional Differential

- a. The Board of Education may pay a teacher an additional differential for extra service or responsibility, if, in its judgment, such service or responsibility exceeds the normal activity expected of all teachers.
- b. A certified faculty member asked by the district to substitute for another teacher shall be paid \$32.50 per class.

#### Section Q - Special Education Extended Contracts

During the term of this contract, the Board will offer extended contracts to full-time special education teachers employed by the District (BD, LD, EMH, TMH). The respective contracts shall be extended by four days. Compensation for each day shall be calculated on the basis of 1/180 of each teacher's compensation for the subject school year. This shall not restrict the District's right to reduce staff in accordance with the provisions contained in the Illinois School Code and the Collective Bargaining Agreement.

#### Section R - Guidance Extended Contracts

During the life of this contract the Board will offer extended contracts to full-time counselors employed by the District. The respective contracts shall be extended by nine (9) days. Compensation for each day shall be calculated on the basis of 1/180 of each teacher's compensation for the subject school year. This shall not restrict the District's right to reduce staff in accordance with the provisions contained in the Illinois School Code and Collective Bargaining Agreement.

#### Section S - Tutorial

During the term of this contract, tutorial pay shall be \$22.50 per hour. P.H.S. teachers shall be given preference for such positions.

#### Section T – Driver Education

During the term of this contract, the Driver Education pay shall be \$24.00 per hour. P.H.S. teachers shall be given preference for such positions.

#### Section U - Early Retirement Option

The following retirement option applies to those teachers eligible for TRS retirement with 15 or more years of service to Princeton High School District 500. 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 July 31 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. If a member should elect to avail him/herself of the early retirement provisions under the laws of the State of Illinois "Early Retirement Program" which requires a one time contribution to the "Teacher Retirement System" by both the employee and the District, the employee may not participate in the Retirement Incentive set forth in this agreement.

B. 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 ten (10%) 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.

C. Members choosing retirement option must sign a retirement/resignation contract.

D. 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.

E. In the event that an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life-changing circumstances, the Board, in its sole discretion, may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such years(s) in which the creditable earnings were paid. Once the teacher returns to the regular salary schedule, he/she must reimburse the district within 12 months through payroll deduction

## ARTICLE VII

### MANAGEMENT RIGHTS

The Board, on its own behalf, except as limited by the School Code and by this agreement, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the School Code, including, but not limited to, the following:

1. To manage, organize and administer Princeton Township High School District 500 and its properties and facilities.
2. To hire all employees, and, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, to promote, assign, transfer, provide remediation, discipline or dismiss all such employees; subject to the provisions of Sections 24-10 to 24-15.
3. To establish educational policies, schedules, goals and objectives; to introduce new methods, equipment or facilities; to insure rights and educational opportunities of students in order to maintain the efficiency of District 500 operations.
4. To build, move or modify facilities; to establish budget procedures and determine budgetary allocations; to determine the methods of raising revenue; and to take action on any other matter concerning these areas.
5. To make, publish, and enforce rules and regulations of the Board not inconsistent with this agreement.
6. To take any management action that the Board has been given in the School Code and is not inconsistent with this Agreement.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this contractual agreement.

## ARTICLE VIII

### EFFECT OF AGREEMENT

#### Section A - Duration

This Agreement is a one-year Agreement for the 2007-2008, 2008-2009, 2009-2010 and 2010-2011 school years and shall be effective as of August 23, 2007, and shall continue in effect through and including the last day immediately prior to the first day of the 2011-2012 school year.

#### Section B - Complete Understanding

This Agreement constitutes the sole and entire existing agreement between the District and the Union in respect to pay, wages, hours of employment or other conditions of employment, which shall prevail during the term of this Agreement. It supersedes all prior practices, and expresses all obligations of and restrictions imposed upon the employer and the Union. All matters not herein covered have been adjusted, compromised, or waived by the parties for the life of this Agreement. This contract is subject to amendment only by a subsequent written agreement between and executed by the Union and the Employer. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of its terms and conditions.

#### Section C - No Strike Pledge

During the term of this contract, the Union will neither authorize nor support, nor will any of its members take part in, a strike. Violation of this provision may lead to dismissal or permanent replacement of that employee or employees.

#### Section D - Savings Clause

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violates the law, and the remaining articles, sections and clauses shall remain in effect. In such event, negotiations on such deleted articles, sections and clauses shall be reopened where the subject of said deleted articles, sections and clauses relate to wages, hours, or terms and conditions of employment.

#### Section E - Individual Statement of Position

The terms and conditions of this Agreement shall be reflected in a statement of position and memorandum of payment provided to each full and part-time certified teacher.

Section F - Ratification

The parties to this Collective Bargaining Agreement have duly approved and ratified same, and have hereunto set their hand this 15th day of August 2007.

Princeton High School  
Education Association

Princeton High School  
District #500

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Eric Tinley, President

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John Young, President

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Tad Smith, Head Negotiator

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Margo Obenhaus, Secretary