

2011 – 2014

PROFESSIONAL AGREEMENT

BETWEEN

**PRINCEVILLE UNIT DISTRICT #326
BOARD OF EDUCATION**

AND

**PRINCEVILLE UNIT DISTRICT #326
EDUCATION ASSOCIATION**

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PREAMBLE

The Board of Education of Princeville Unit School District #326 and Princeville Unit District Education Association do hereby agree as follows:

ARTICLE I

I. RECOGNITION

The Board of Education of the Princeville Unit District #326 recognizes the Princeville Unit District Education Association, an affiliate of IEA-NEA, a negotiation agent of certified personnel, except superintendents and principals, to discuss and negotiate matters outlined in Article III, Section E.

ARTICLE II

II. PRINCIPLES

A. Representation

Both parties agree to deal with representatives of each, not with individuals.

B. Professional Teaching Personnel

Professional employees shall have the right to form, join, or assist professional employees' organizations, to participate in professional negotiations with the school board through representatives of their own choosing and to engage in other legal activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of professional services and other educational standards. Professional employees shall also have the right to refrain from any or all of such activities.

C. Board of Education

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. However, the Board agrees to participate in good faith negotiations in areas in which the Board has agreed to negotiate.

ARTICLE III

III. PROCEDURES

A. Representation

The Board and Association shall be represented on a joint committee, consisting of up to five (5) individuals representing the local Board and up to five (5) individuals representing the Association's local, the Princeville Unit District Education Association.

B. Meetings

Written requests for meetings from the Association are to be made to the Superintendent who shall notify the President of the Board. Written requests for meetings from the Board will be made to the President of the Association. A mutually convenient meeting date shall be set within thirty (30) days of the date of the request.

C. Study Committees

The Joint committee may appoint study committees to research, study, and develop projects, programs, reports, and to make recommendations on matters under consideration.

D. Exchange of Information

The Board and Superintendent agree to make available to the Association representatives, upon reasonable request, all available information concerning financial resources of the District and information that will assist the Association in developing programs on behalf of the teachers.

E. Scope

The Association and the Board agree that negotiations, in good faith, will encompass all of the following areas of mutual concern.

1. Negotiating procedures.
2. Other mutually agreed upon matters, which directly affect the quality of the education program and professional service.
3. Salaries, fringe benefits and related economic matters.
4. Working conditions.
5. Grievance adjustment.

F. Agreement

When a tentative agreement has been reached by the joint committee on all items, the tentative agreement shall be reduced to writing and submitted to the membership of the Association for ratification. After the Association has ratified the tentative agreement, it shall be submitted to the Board of Education for ratification.

ARTICLE IV

IV. APPEAL

Should a resolution not be reached, the Federal Mediation and Conciliation Service shall be requested to appoint a mediator from its staff. The mediator shall meet with the parties of the joint committee or both, forthwith, either jointly or separately, and shall take such steps as he may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend terms of settlement.

ARTICLE V

V. PROHIBITED ACTIVITIES

A. The Board of Education shall not:

1. Impose or threaten to impose reprisals on professional employees, discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, salary increment, termination of contract, tenure of service, or any other terms or conditions of service by reason of the rights provided by this agreement.
2. Refuse to negotiate in good faith with the representatives of the association.

B. The Association or any of its members shall not:

1. Cause or attempt to cause anyone to engage in conduct in violation of the agreement.
2. Engage in strikes or picket at any time during the duration of the contract agreement.
3. Fail to negotiate in good faith with the Board of Education, or its representatives.

C. The Administration shall not:

1. Violate or encourage any member of the Board of Education or any professional employee to violate the provisions of this agreement.
2. Impose or threaten to impose reprisals on professional employees, coerce or interfere with the lawful activities by professional employees, discriminate or threaten to discriminate against professional employees in regard to hiring, promotion, assignment, salary increment, termination of contract, tenure of service, or any other terms or conditions of service by reason of the rights provided by this agreement.

ARTICLE VI

VI. PROFESSIONAL GRIEVANCE PROCEDURE

A. Definitions:

1. A grievance is a complaint involving the violation, interpretation, or application of any of the specific provisions of the written agreement entered into between the Board of Education and the Princeville Unit District Education Association. Only employees covered by this agreement may file a grievance. All grievances must be initiated prior to expiration of this agreement.
2. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean teacher employment days.
3. Upon selection and certification of a grievance representative in each building by the Association, and written notification of the designated representatives to the Board, the Board shall recognize such representatives in each building and further recognize all individual building representatives as the Association Grievance Committee. At least one (1) Association representative shall be present at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented.

- B. The parties acknowledge that it is usually most desirable for a teacher and the Building Principal to resolve problems through free and informal communications. When requested by the teacher, the building representative may accompany the aggrieved teacher to assist in the informal resolution of the

grievance. If, however, such informal processes fail to satisfy the teacher, the Building Principal, or the Association, a grievance may be processed as follows:

1. The teacher or the Association must present the grievance in writing to the Building Principal within fifteen (15) days of the aggrieved action. The Building Principal will arrange a meeting to take place within five (5) days after receipt of the written grievance. The Association's representative, the aggrieved teacher, and the Building Principal shall be present for the meeting. The Building Principal shall provide a written answer of the grievance to the aggrieved teacher and the Association within five (5) days after the meeting. This answer shall include the reasons for the decision. At this point, if the grievance has not been resolved, the Association Grievance Committee will determine whether the Association will pursue the matter further.
2. If the Association Grievance Committee determines to pursue the matter further, then the Association shall refer the grievance to the Superintendent within five (5) days after receipt of the Step #1 answer. The Superintendent shall arrange a meeting with the Association Grievance Committee to take place within ten (10) days of this receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) days in which to provide a written decision with reasons to the Association.
3. If the grievance is not resolved at Step #2 within the time limits provided, the grievance may be heard by the Board at its option. The President of the Board shall arrange for a meeting to take place with Representatives of the Association Grievance Committee within ten (10) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop pertinent facts to the grievance. Upon conclusion of the hearing, the President of the Board shall have ten (10) days in which to provide a written decision with reasons to the grievant and the Association.
4. If the grievant is not satisfied with the disposition of the grievance at Steps #2 and #3, or the time limits expire without the issuance of the Board President's written reply, or if the Board elects not to hear the grievance, the Association may submit the grievance to the American Arbitration Association within twenty (20) days. Binding arbitration of disputes concerning the Administration or interpretation of the agreement shall proceed. A list of seven (7) arbitrators will be received from the AAA. The Board and the Association will flip a coin to determine who strikes the first arbitrator. The parties will then take turns striking until one arbitrator is left. If the remaining arbitrator is not agreeable to both

parties, a new list of seven (7) arbitrators will be requested from AAA and the process will be repeated, with the final arbitrator remaining in the second panel being selected. The arbitrator shall have no power to alter the terms of this agreement. If a demand for arbitration is not filed with the American Arbitration Association within twenty (20) days of the date of the Step #2 or #3 answer then the grievance shall be deemed withdrawn.

- C. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Association's representative is not present.
- D. When a teacher is not represented by the Association, the Association shall have the right to have its representative present to state its views at any stage.
- E. All parties shall cooperate in its investigation of any written grievance.
- F. No discriminating action shall be taken by the Board or the Administration against a teacher because of his participation in this grievance procedure.
- G. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- H. A grievance may be withdrawn at any level by the aggrieved or his representative without establishing precedent.
- I. All time references in these procedures may be extended by mutual agreement of the Board and the Association or its authorized representatives.
- J. Each party shall pay for its own costs in any grievance filed.

ARTICLE VII

VII. ASSOCIATION AND TEACHER RIGHTS

A. Deductions

The Board will deduct, upon the written request of each individual employee, from each employee's pay the following:

1. Association dues
2. Tax sheltered annuities
3. Credit union

4. Section 125 Flexible Spending Plan

The association shall certify to the administration office, after August 15 but no later than the 2nd calendar day of the school year, the amount of the annual association dues.

Each employee desiring to participate in a tax sheltered annuity must notify the administration office in writing, no later than September 15 of each school year, of the name and address of the annuity company and the amount to be deducted from each paycheck to be sent to the annuity company. Funds shall be forwarded to the annuity companies monthly, beginning with the October 16th paycheck. No more than a total of five (5) annuity companies may be used by the employees in any one year, and no employee may use more than one company in any one year.

The association shall certify to the administration office, after August 15 but no later than the 2nd calendar day of the school year, the name of the credit union to be used by the association. Only one (1) credit union may be used each year by the association. Each employee desiring to participate in credit union deductions must notify the administration office in writing, after August 15 but no later than the 2nd calendar day of the school year, the amount to be withheld from each paycheck to be sent to the designated credit union.

Employees may terminate participation in credit union or tax sheltered annuity deductions by giving written notice to the administration office at least fifteen (15) days prior to the intended termination date. Employees may terminate participation in dues deductions by giving written notice to the administration office and the president of the local association between July 15 and the 2nd calendar day of the school year in any calendar year.

All eligible employees may participate in the District-sponsored Section 125 Flexible Spending Plan.

B. Athletic Pass

The Board shall provide each employee with a complimentary family athletic pass for all regularly scheduled home athletic contests at the high school and grade school. The pass shall be valid for the employee, the employee's spouse, and the minor dependent children if accompanied by a parent.

C. Insurance

The Board of Education will pay 100% of the health insurance premium for employees accepting an individual only insurance policy. All other health insurance premiums will be divided as described below, whether the policy is full family insurance, employee plus spouse insurance, employee plus child insurance, or any other type of health insurance other

than individual only.

	Board pays	Union pays
2011-2014	86 %	14 %

For employees choosing not to be covered under the District Health Plan, the Board of Education will pay an additional \$1,200 per year to that employee. The \$1,200 will be divided equally by the number of pay periods, which the employee has selected. Spouses both working for the District are considered covered and not eligible for this \$1,200.

Full-time personnel shall be given the option to carry family, single, or no health insurance coverage. Part-time personnel shall be given the option to carry single or no health insurance coverage. All personnel will receive \$35,000 of life insurance.

A committee consisting of three (3) PUDEA members, two (2) board members, and one (1) administrator shall be established to review the available health insurance coverage in the market place.

D. Sick Leave

1. Each employee shall be entitled to the following sick leave per work year without loss of pay. The years of experience are determined by the years of experience on the salary schedule placement records. Part-time employees shall be granted sick leave based on their pro-rata employment status.
 - 1-20 years of experience 12 days per year
 - 21-30 years of experience 14 days per year
 - 31 and above years of experience 16 days per year
2. There is a cumulative cap on sick leave at the TRS limit for recognized creditable service for sick leave. (Currently 340 days) Once the cap is reached, the teacher shall receive the yearly allotment of sick leave each year, but unused sick leave shall not cumulate above the stated sick leave cap.
3. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. In the case of birth or adoption, up to 45 days of accumulated sick leave may be used before or during the nine week period immediately following the birth or adoption for placement or well baby care without medical reason. For the purpose of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

4. After an absence of three (3) consecutive days for personal illness, the employee may be required to furnish a physician's certificate of treatment. Excessive absenteeism or a recurring pattern of absenteeism may be reviewed by the Superintendent and/or his/her designee. Any employee suspected of recurrent abuse of sick leave may at any time be requested by the Superintendent to furnish a physician's statement.
5. When an employee is absent due to illness, he/she must notify the employer immediately. Failure to do so may result in denial of sick leave pay.
6. The sick leave bank established at the beginning of the 1990-91 school year will remain in effect. Any teacher who has contributed a total of two (2) days to the bank is exempt from contributing any more days for the duration of this contract. Any teacher who has not contributed a total of two (2) days and was employed in the District prior to the 1998-99 school year must have contributed a total of two (2) days to be eligible. Part-time staff would be required to contribute the prorated equivalent of two (2) days. Contributions are to be made at the beginning of the school year.

However, if at any time during the duration of the contract the total number of days in the bank drops below forty (40) days, each teacher choosing to remain eligible to draw from the bank shall contribute one (1) additional day to the bank at the beginning of the following year. New employees to the District shall be eligible for the bank upon contributing one day of sick leave. These employees shall remain eligible upon contribution of a second day during the second year of employment and the contribution of any subsequently required days as called for in the preceding paragraph. A prorated equivalent for part-time staff would be required for eligibility. Part-time staff who have had hours of employment increased or decreased since contributions were credited to the sick bank will be able to draw on the bank at the prorated equivalent of the teacher's current employment status.

The committee acting as the governing body for the administration of the Sick Leave Bank shall consist of two (2) employees named by the Association and an administrator named by the Superintendent.

Any teacher currently employed in the District shall be entitled to draw from the bank provided five (5) conditions are met as follows:

- a. The teacher has contributed to the bank according to the preceding requirements.
- b. The teacher has used all his/her personal accumulated sick days and personal days.
- c. The teacher shall produce a doctor's certificate as proof of need.

- d. The teacher has been absent more than three (3) consecutive workdays in connection with the same illness.
- e. Any teacher eligible for disability benefits from Workers Compensation shall, as a condition of acceptance into the Sick Leave Bank, show proof to the Sick Leave Bank Committee that said employee has applied for benefits from Workers Compensation. When the employee has received a payment from Workers Compensation he/she is no longer eligible to draw from the Sick Leave Bank.

Upon depletion of his/her sick leave and personal leave days, any teacher may make application to utilize no more than ten (10) sick leave bank days per written request. Utilization of the Sick Leave Bank shall be for the same purposes as sick days so long as there are days remaining in the bank during any school year. Reports of change on the status of the sick leave bank, including number of days remaining, will be provided to the Association by the Sick Leave Bank Committee. Any days remaining in the Sick Leave Bank at the end of the school year will carry over to the following school year.

E. Unused Sick Leave Upon Death

In case of death of any teacher, any unused sick leave of that teacher shall be paid at one half of the sub rate for each day. Payment will be made thirty (30) days after the beneficiary as named in the current school life insurance policy makes a legal claim.

F. Bereavement Leave

At the beginning of each school year, each employee shall be granted up to two (2) days per contract year non-accumulative death bereavement leave for immediate family. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in law, sisters-in-law, legal guardians and others as designated by the Superintendent.

G. Personal Business Days

Two (2) personal business days shall be granted per year. These days cannot be taken one (1) day before or one (1) day after a vacation period. The Superintendent may approve exceptions to the use of personal days in emergency or extenuating circumstances. The exception requests must be provided in writing and state the circumstances.

No more than four (4) teachers may be on personal business at one time. These days may be utilized in not less than one-half day increments. No personal business day may be taken during the first five (5) school days or the last nine (9) school days of the school year. Unused personal leave days will be allowed to accumulate as unused

sick leave days. Part-time employees will receive pro-rated personal leave days. For example: a .50 employee will receive two .50 personal days. The Superintendent may approve exceptions to the use of personal days in emergency or extenuating circumstances. The exception requests must be provided in writing and state the circumstances.

H. Professional Development Days

The Board of Education and administration recognizes the importance of professional development days for teachers in order to complete professional development units and further the implementation of the District's school improvement plan. This philosophy will be supported with grant funds that the District receives, as these funds become available, on an annual basis. Grant dollars received by the District will also be used to support other educational programs and initiatives deemed appropriate by the board and administration. The annual District budget will have an allocation for professional development.

I. Payment Schedule

All employees shall be paid semi-monthly. Dates for distribution of paychecks will be on the 1st and the 16th day of the month. Checks will be issued electronically. Each employee must complete the form(s) necessary for electronic transfer of salary and submit the form(s) to the Administration Office by no later than the second day of the school year. Each employee shall have the option of selecting to be paid on a nine month basis (18 equal payment), or a twelve month basis (24 equal payments).

J. Extra Duty Payroll Procedures

1. Any extra duty assignments that take the complete school year to fulfill shall be reimbursed beginning with the first payroll check in September. Any extra duty assignment that does not take all year to complete shall be reimbursed at the completion of the assignment.
2. Extra duty job assignments as identified in Appendix II shall be made at the discretion of the Board. Extra duty assignments that are not identified in Appendix II shall be added to Appendix II. The salary shall be determined by a meeting between the board and association.
3. Vacancy notices for extracurricular positions shall be publicized in the district office, grade school office, and high school office for no less than 10 days. If the administration is unable to find a qualified teacher to fill an extracurricular position, or the 10 days have expired, then the administration shall publicly advertise the vacancy. Teachers applying after 10 days of the initial posting shall be given equal consideration as non-bargaining unit applicants. Teachers shall be notified by electronic mail if vacancies should become available during summer months. The Superintendent will determine the necessary qualifications for each vacancy. Nothing

within this section shall impede the Board's right to remove extracurricular personnel from a position for any reason.

K. Staff Evaluations

Each Principal shall complete an evaluation with the teacher in a conference. A copy of the evaluation will be provided to the teacher on the day of the conference and will be retained by the teacher after completion. Each non-tenure teacher shall be evaluated by the Building Principal at least twice during the school year. Evaluations for non-tenure teachers must be completed by March 15. Each tenure teacher shall be evaluated by the Principal at least once every two school years. Evaluations for tenure teachers must be completed by May 1. The teacher shall have the right to attach a written response to each formal evaluation.

As outlined in the School Code, by September 1, 2012, the District will make the necessary changes to the Evaluation Instrument by changing the summative evaluation categories. This committee will not address those changes which need not be implemented during the term of this contract.

L. Personnel Files

Employees shall, upon request to the building principal or the superintendent, have the right to view the contents of their personnel files in the presence of either the Building Principal or the Superintendent. Employees shall be notified within five (5) working days of any items being placed in their personnel file. A separate record containing each employee's salary information shall be retained in the payroll department. Employees may request the administration to delete/remove disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than four (4) years old. Any reports or accusations proved to be false shall not be entered in the personnel files or shall be withdrawn from the personnel files.

M. Full Experience Credit

1. The employee shall be awarded full credit for up to seven (7) years of public school teaching experience outside the District. Credit for additional public school and private school teaching experience shall be awarded at the discretion of the Board.
2. The basic salary schedule of employees covered by this contract is set forth in Appendix I, which is incorporated in this contract.
3. Horizontal movement on the salary schedule may be accomplished by:
 - a. Completing graduate courses in the field of education that have been approved by the Superintendent prior to the start of the class. The Superintendent will either approve in writing the graduate course requested or deny approval giving the reason in writing within five (5)

working days of receiving the request. If a course is not approved, the employee may appeal the Superintendent's decision to the Board of Education at its next regularly scheduled meeting. The employee will be responsible for meeting all timelines. Administrative vacations and summer board schedules may cause timeline variances for approval.

- b. Completing undergraduate courses to update a teacher's skills for new programs being provided to students. Prior approval of the Superintendent is required.
 - c. Evidence of graduate course completion must be received by the Unit Office on or before August 30th in the form of a grade receipt or college transcript.
 - d. Horizontal advancement on Appendix I will be limited to 1 column per year.
 - e. All hours above a Master's Degree must have been taken after receiving the Master's Degree in order to receive credit on the salary schedule.
4. All employees new to District #326 shall receive full credit (up to five years) on the schedule set forth in Appendix II for all previous experience.
 5. Experience with District #326 as a JV coach/assistant coach/sponsor shall be applied toward head athletic coaching/ head academic coaching experience, i.e. JV volleyball coach to head volleyball coach or assistant literary to head literary.
 6. Experience gained within District #326 in a particular sport or activity shall apply to the same sport or activity at any building level, i.e. junior high coach to high school coach or vice versa.

N. Board Paid Retirement

Out of salary, the District shall withhold and pay in each year of this Contract on behalf of the teacher a sum equal to .094 times the salary (or such other amount as may be required by law) to the Teachers' Retirement System and .008 times the salary (or such other amount as may be required by law) to the Teachers Health Insurance System in the form of an employer-paid and tax-sheltered pension contribution (to the extent permitted by law) pursuant to Section 414h-2 of the Internal Revenue Code, 40 ILCS 5/16-152, et seq., and tax rulings 81-35 and 81-36. Both parties acknowledge that the teacher did not have the option of choosing to receive the contributed amount directly instead of having such contributions paid directly by the Board to the Teachers' Retirement System. The purpose of such direct contribution is to shelter said amount from federal income taxes pursuant to Internal Revenue Service regulations. This 10.2% is reflected in the salary schedules (See Appendices).

O. Reduction in Force and Re-employment Procedures

By December 1, 2011, the District and PUDEA will form a joint committee to address the changes in RIF procedures as outlined in the School Code. This committee will have equal representation from the District and PUDEA. The District participants will be appointed by the Superintendent and the PUDEA participants will be appointed by the PUDEA Exec. Committee.

P. Association Leave

The Board shall allow a total of four (4) days per school year of release time at no loss in pay to the individual(s) for the handling of Association business to be used by Association members as deemed appropriate by the Association. The District shall pay the cost of the substitute(s) for the released teacher(s) up to a maximum of two (2) days. The Association shall reimburse the District for the substitute teacher(s) for the additional two (2) days.

Q. Assignment and Transfers

The Superintendent and administration will discuss assignment changes and transfers with affected personnel and union president(s) prior to 30 days of the change in assignment. The Superintendent and union president(s) may mutually agree to shorten this time period as they deem necessary. If an emergency situation arises, the Superintendent shall have sole discretion to assign bargaining unit personnel without union consultation. After an emergency assignment takes place, the Superintendent and union president(s) will meet with the affected personnel regarding the assignment.

ARTICLE VIII

VIII. MANAGEMENT RIGHTS

The Association agrees that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the statutes of the State of Illinois and all other rights and responsibilities not specifically modified by inclusion in this agreement. The Board is not required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of service, its overall budget, the organizational structure, and the selection of new employees, and direction of employees.

ARTICLE IX

IX. RETIREMENT

A. Retirement Incentive Program

The Board shall administer the following Retirement Incentive Program.

1. To be eligible for this retirement incentive program, a teacher must, submit an irrevocable letter to retire at the end of the school year in which: (a) they reach 35 years of creditable service recognized by the Teacher Retirement System (TRS), including any credit for accumulated sick leave or credit obtained as a result of a transfer from other pension systems, or (b) they reach age 60 with 20 years of creditable service, whichever first occurs. Staff members who take advantage of any early retirement option that results in a penalty to the District are not eligible. To be eligible, the teacher must not have exceeded a 6% increase in creditable earnings the year prior to providing three years' notice of retirement, in either of the two years prior to providing two years' notice of retirement, and any of the three years prior to providing one year's notice of retirement. The letter of retirement must be provided by June 1 preceding the school year the retirement incentive is to begin and be accompanied by the TRS member requested "Personal Statement of Benefits" and a "Benefit Estimate" indicating total years of service. Those teachers who have already passed the window specified above shall have a one-time opportunity to take advantage of a one, two or three year incentive as specified herein by submitting an irrevocable letter to retire by February 1, 2012, provided that their retirement must occur on the last day of school of the 2013-2014 school year, or the last day of school of any prior year.
2. Retirement Incentives include:
 - a. A teacher giving the Board of Education a letter of retirement three (3) years in advance of retirement shall receive a 6% salary increase for each of his/her remaining years of service. This increase is inclusive of the negotiated salary schedule increase and all other increases in creditable earnings and extra duties performed for that year.
 - b. A teacher giving the Board of Education a letter of retirement two (2) years in advance of retirement shall receive a 6% salary increase for each of his/her remaining years of service. This increase is inclusive of the negotiated salary schedule increase and all other increases in creditable earnings and extra duties performed for that year.
 - c. A teacher giving the Board of Education a letter of retirement one (1) year in advance of retirement shall receive a 6% salary increase for

his/her final year of service. This increase is inclusive of the creditable earnings and extra duties performed for that year.

- d. In the event a teacher discontinues performance of any extra duty position during the retirement incentive years, the teacher's salary shall be adjusted accordingly.
3. An employee selecting this Retirement Incentive Program who, after approval and/or the receiving of benefits, experiences a very unique change in his/her personal life situation, may apply to the Board of Education for relief of that decision. If relief is granted by the Board of Education, all Retirement Incentive Program monies must be repaid to the District by the employee as follows:

If the relief is granted to continue teaching beyond the specified retirement date, the teacher shall reimburse Princeville School District all retirement incentives in a lump sum within six (6) months after the relief is granted. In the event of a hardship, the teacher electing not to retire may notify the Administration of the hardship and authorize the Administration to withhold from the teacher's salary each month the equal amounts necessary in order for the District to be reimbursed in full over a period not to exceed six (6) months. If the teacher decides to retire before the Princeville School District is made whole, then the District may withhold larger amounts from the teacher's salary to assure that it is fully reimbursed or may seek other remedies as the Board may elect, and if the Board sues the teacher, the teacher shall not defend and shall confess judgment. Salary schedule step and seniority shall be restored.

If for any reason, a teacher retires before the scheduled retirement date and as a result of that retirement the District would incur penalties to TRS, the teacher shall reimburse Princeville School District all retirement incentives in a lump sum within six (6) months after the relief is granted. In the event of a hardship, the teacher electing to retire before the approved retirement date may notify the Administration of the hardship and authorize the Administration to withhold from the teacher's salary each month the equal amounts necessary in order for the District to be reimbursed in full over a period not to exceed six (6) months. If the teacher decides to retire before the Princeville School District is made whole, then the District may withhold larger amounts from the teacher's salary to assure that it is fully reimbursed or may seek other remedies as the Board may elect, and if the Board sues the teacher, the teacher shall not defend and shall confess judgment.

Application for relief from the decision to retire must be made to the Board of Education no later than six (6) months prior to the intended retirement date or all incentive monies shall be repaid to the employer in the manner described above, regardless of the District not incurring TRS penalties by the retirement.

“Hardship” as used in this section means substantial and unforeseen changes of personal or family circumstances, which make the planned retirement clearly undesirable.

In the event that a teacher’s resignation date under this policy contemplated use of sick leave benefits for creditable service purposes, and the teacher subsequently uses all or a portion of his or her available sick leave days and does not have enough remaining sick leave days available upon the contemplated retirement date to retire without discount or use of the Early Retirement Option, the teacher’s resignation shall be automatically revoked and the teacher shall, subject to his or her health condition, continue employment until such time that he or she is eligible to retire at the end of a school year without a discounted annuity or under ERO.

B. Retirement Bonus

If it is allowable by TRS with no District penalty and if a teacher qualifies for retirement incentives, the District shall pay to the employee an amount equal to one-half the current substitute teacher pay times the number of cumulative sick leave days not used for service credit above one hundred seventy (170) days. This payment shall not be part of the final year’s creditable earnings and shall be paid within thirty (30) days after the regular final paycheck.

C. Early Retirement Option

The Board of Education shall, at its option, adhere to the TRS regulations and limit the number of eligible employees who can take the Early Retirement Option in one (1) year to 10% of those who are eligible, with right of participation allocated among those applying on the basis of seniority in service to Princeville Community Unit School District 326.

D. Status Quo

Status quo in the event of a change in the law or a rules change or interpretation by TRS subsequent to the incorporation of this provision into any contract shall be compliance with this provision (to the extent possible without penalty or additional cost to the District) but under no circumstances shall status quo be interpreted to require the District to incur any assessment or penalty not contemplated by the parties at the time this provision was bargained. No penalty of any kind except as expressly and explicitly provided for herein was contemplated by the parties at the time this provision was bargained. If and when bargaining begins pursuant to a demand to bargain (resulting from a change in the law, rules change or interpretation by TRS), and if and when no agreement can be reached on the issue, the employer shall not be required to distribute any monies in a fashion that would result in any increased cost to the District due to a TRS assessment or penalty resulting from the change in the law or a rules change or interpretation by TRS or legislative change beyond the negotiated contribution amount paid on behalf of the employee (9.4% of creditable earnings

up to 106% of the previous year's TRS gross; all as permitted without penalty) including any incentive amount that would not result in additional assessment or penalty.

This provision is tentatively agreed to and ratified with the understanding that it will be submitted to TRS for review to obtain reasonable assurance from TRS that the District will incur no penalties or additional assessments resulting from it, and that it is not otherwise problematic to TRS. If TRS should have objections or advises that the District will incur penalties by reason of this paragraph, then before this provision becomes effective it shall be revised through the negotiation process as necessary based upon findings from TRS and resubmitted and revised until reasonable assurance from TRS is obtained.

No aspect of this contract that would cause an employee's TRS creditable income to exceed 6% in a year that would cause the employer to incur a TRS cost as a result shall be deemed to be status quo at the time this contract expires. The parties intend that this language act as a specific waiver of status quo.

ARTICLE X

X. TRS CREDITABLE COMPENSATION CONTINGENCY

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in a teacher's retirement annuity being fully funded by the Illinois Teacher Retirement System, without board liability for any portion of a teacher's retirement annuity. This means that a teacher's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives), whether paid under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of a teacher's retirement annuity or result in any Board paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of a teacher's retirement annuity or cover any Board paid penalty to TRS.

Notwithstanding any contrary or other provision of this contract, including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases and retirement incentives, in the event a teacher's TRS creditable earnings would increase by more than 6% or any such lesser amount that would trigger a Board paid penalty or cost to TRS in any given year of this contract, that teacher shall only receive the maximum increase allowed under this provision.

ARTICLE XI

XI. SAVINGS CLAUSE

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to

the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE XII

XII. DURATION

This procedural agreement shall become effective on the first day of September, 2011 and shall continue in effect until August 1, 2014.

FOR THE ASSOCIATION

Luke Yung Moy Bonomo
12-19-2011

FOR THE BOARD OF EDUCATION

Dawn Cowson
12-19-2011

APPENDIX I
2010-2011 Salary Schedule

Base	\$35,231	3.75%				
Year 3	2010-2011					
Step	Bachelor	BS +15	BS +30	Masters	MS +15	MS +30
1	1.04 \$36,640	1.1 \$38,754	1.15 \$40,516	1.2 \$42,277	1.3 \$45,800	1.4 \$49,323
2	1.07 \$37,697	1.15 \$40,516	1.2 \$42,277	1.25 \$44,039	1.35 \$47,562	1.45 \$51,085
3	1.1 \$38,754	1.2 \$42,277	1.25 \$44,039	1.3 \$45,800	1.4 \$49,323	1.5 \$52,847
4	1.15 \$40,516	1.25 \$44,039	1.3 \$45,800	1.35 \$47,562	1.45 \$51,085	1.55 \$54,608
5	1.2 \$42,277	1.3 \$45,800	1.35 \$47,562	1.4 \$49,323	1.5 \$52,847	1.6 \$56,370
6	1.23 \$43,334	1.35 \$47,562	1.4 \$49,323	1.45 \$51,085	1.55 \$54,608	1.65 \$58,131
7	1.26 \$44,391	1.4 \$49,323	1.45 \$51,085	1.5 \$52,847	1.6 \$56,370	1.7 \$59,893
8	1.29 \$45,448	1.43 \$50,380	1.48 \$52,142	1.55 \$54,608	1.65 \$58,131	1.75 \$61,654
9	1.32 \$46,505	1.46 \$51,437	1.51 \$53,199	1.6 \$56,370	1.7 \$59,893	1.8 \$63,416
10	1.35 \$47,562	1.49 \$52,494	1.54 \$54,256	1.63 \$57,427	1.75 \$61,654	1.85 \$65,177
11	1.38 \$48,619	1.52 \$53,551	1.57 \$55,313	1.66 \$58,483	1.78 \$62,711	1.9 \$66,939
12	1.41 \$49,676	1.55 \$54,608	1.6 \$56,370	1.69 \$59,540	1.81 \$63,768	1.93 \$67,996
13		1.58 \$55,665	1.63 \$57,427	1.72 \$60,597	1.84 \$64,825	1.96 \$69,053
14				1.75 \$61,654	1.87 \$65,882	1.99 \$70,110
15					1.9 \$66,939	2.02 \$71,167
16						2.05 \$72,224

For the 2011-2012, all full-time teachers shall receive a stipend of \$800 over the base salary they received during the 2010-2011 school year. Part-time teachers shall receive a pro-rated stipend. The parties agree that the contract will be re-opened by May 1, 2012 to address salary and extra-duty pay for the 2012-2013 and 2013-2014 school years.

APPENDIX II

Extra Curricular Salary Schedule 2010-2011

	1.0425%	1.0300	1.0300	1.0300	1.0300	1.0300	1.0300
<u>PGS ATHLETICS</u>							
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Athletic Director	1,900	1,957	2,016	2,076	2,138	2,202	2,269
8th Boys' Basketball	2,112	2,176	2,241	2,308	2,377	2,449	2,522
7th Boy's Basketball	2,112	2,176	2,241	2,308	2,377	2,449	2,522
8th Girls' Basketball	2,112	2,176	2,241	2,308	2,377	2,449	2,522
7th Girls' Basketball	2,112	2,176	2,241	2,308	2,377	2,449	2,522
Boys' & Girls' Track (each)	1,239	1,276	1,314	1,354	1,394	1,436	1,479
Assistant Track	1,035	1,066	1,098	1,131	1,165	1,200	1,236
Volleyball	1,239	1,276	1,314	1,354	1,394	1,436	1,479
Baseball	1,239	1,276	1,314	1,354	1,394	1,436	1,479
Softball (Added 08-09)	1,239	1,276	1,314	1,354	1,394	1,436	1,479
Cheerleading	1,209	1,245	1,283	1,321	1,361	1,402	1,444
<u>PHS ATHLETICS</u>							
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Athletic Director	3,514	3,619	3,728	3,840	3,955	4,074	4,196
Boys' Football	3,741	3,853	3,969	4,088	4,211	4,337	4,467
Assistant Boys' Football	2,872	2,958	3,047	3,138	3,233	3,330	3,429
Sophomore Boys' Football	2,583	2,661	2,740	2,823	2,907	2,994	3,084
Freshmen Boys' Football	2,583	2,661	2,740	2,823	2,907	2,994	3,084
Boys' Baseball	2,791	2,875	2,961	3,050	3,142	3,236	3,333
Assistant Boys' Baseball	2,004	2,064	2,126	2,190	2,255	2,323	2,393
Boys' Track	2,294	2,363	2,434	2,507	2,582	2,659	2,739
Girls' Track	2,294	2,363	2,434	2,507	2,582	2,659	2,739
Girls' Softball	2,791	2,875	2,961	3,050	3,142	3,236	3,333
Assistant Girls' Softball	2,004	2,064	2,126	2,190	2,255	2,323	2,393
Girls' Volleyball	3,741	3,853	3,969	4,088	4,211	4,337	4,467
Assistant Girls' Volleyball	2,872	2,958	3,047	3,138	3,233	3,330	3,429
Freshmen Girls' Volleyball	2,583	2,661	2,740	2,823	2,907	2,994	3,084
Girls' Basketball	3,957	4,076	4,198	4,324	4,454	4,587	4,725
Assistant Girls' Basketball	2,872	2,958	3,047	3,138	3,233	3,330	3,429
Freshmen Girls' Basketball	2,583	2,661	2,740	2,823	2,907	2,994	3,084
Boys' Basketball	3,957	4,076	4,198	4,324	4,454	4,587	4,725
Sophomore Boys' Basketball	2,872	2,958	3,047	3,138	3,233	3,330	3,429
Freshman Boys' Basketball	2,583	2,661	2,740	2,823	2,907	2,994	3,084
Golf	1,861	1,916	1,974	2,033	2,094	2,157	2,222
Cross Country	1,861	1,916	1,974	2,033	2,094	2,157	2,222
Cheerleading	2,583	2,661	2,740	2,823	2,907	2,994	3,084
<u>ACTIVITIES</u>							
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
GS Student Council	764	787	810	835	860	886	912
HS Student Council	764	787	810	835	860	886	912
GS Vocal Music	1,139	1,173	1,208	1,245	1,282	1,320	1,360
GS Band	1,106	1,139	1,173	1,208	1,245	1,282	1,320
GS Literary	1,032	1,063	1,095	1,127	1,161	1,196	1,232
GS Assistant Literary	745	767	790	814	838	863	889
GS Scholastic Bowl	1,021	1,052	1,083	1,116	1,149	1,184	1,219
HS Scholastic Bowl	1,021	1,052	1,083	1,116	1,149	1,184	1,219
HS Math Team	745	767	790	814	838	863	889
HS Academic Team Jets	745	767	790	814	838	863	889
8th Grade Sponsor	877	903	930	958	987	1,016	1,047
HS Yearbook	1,861	1,916	1,974	2,033	2,094	2,157	2,222
HS Science Club	745	767	790	814	838	863	889
HS Chess	745	767	790	814	838	863	889
HS Chorus	1,370	1,411	1,453	1,497	1,542	1,588	1,635
HS Band	2,224	2,291	2,359	2,430	2,503	2,578	2,655
HS Plays (each)	910	937	965	994	1,024	1,054	1,086
HS Speech	938	966	995	1,025	1,056	1,088	1,120
Freshmen Class Advisor (each) 2 total	680	700	721	743	765	788	812
Sophomore Class Advisor (each) 3 total	877	903	930	958	987	1,016	1,047
Junior Class Advisor (each) 2 total	843	868	894	921	948	977	1,006
Senior Class Advisor (each) 2 total	843	868	894	921	948	977	1,006
FFA Advisor	1,921	1,979	2,038	2,099	2,162	2,227	2,294
FCCLA Advisor	1,633	1,682	1,733	1,785	1,838	1,893	1,950
Newspaper (The Princes Perspective)	692	712	734	756	779	802	826
Newspaper (The Prince) (Added 08-09)	692	712	734	756	779	802	826
Votec Unit Coordinator	975	1,005	1,035	1,066	1,098	1,131	1,165

The Board will add an additional \$12,500 to the extra-duty schedule for 2011-2012 to be paid once a new schedule is determined by a four person sub-committee made up of two representatives from the Board and two representatives from the Association.