

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
PONTIAC COMMUNITY CONSOLIDATED
SCHOOL DISTRICT # 429**

AND THE

**PONTIAC EDUCATION
ASSOCIATION # 429 – IEA/NEA**

2021-2022

2022-2023

2023-2024

2024-2025

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ARTICLE I
AGREEMENT

This Agreement is made and entered into by and between the Board of Education of Pontiac Community Consolidated School District No. 429, hereinafter referred to as the “Board,” and the Pontiac Education Association-429, IEA/NEA, hereinafter referred to as the “Association.”

This Agreement is negotiated pursuant to the Illinois Educational Labor Relations Act, to establish the terms and conditions of employment for the members of the bargaining unit herein defined.

The provisions of the Agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written, mutual consent. The parties agree that their undertakings in this Agreement are mutual. Any previously adopted policy, rule, or regulation(s) of the Board, which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. The provisions of this Agreement shall not be extended to alter existing duties imposed by law on the parties.

ARTICLE II

PRINCIPLES

The Board and the Association recognize that the ultimate goal of public schools is to provide the best education possible for the students of the District.

The Board and the Association recognize that attainment of educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative and supervisory staff, the professional teaching and educational service personnel and an open exchange of views in deliberations leading to determination of matters directly affecting the terms of employment.

ARTICLE III

RECOGNITION

- 3.1 The Board hereby recognizes the Pontiac Education Association, District - 429, IEA/NEA, hereinafter referred to as the “Association,” as the exclusive and sole bargaining representative for all full-time and regularly employed part-time certified teachers; regularly employed full-time and regularly employed part-time educational service personnel whose regular employment is fifteen (15) hours per week or more and described as cooks, custodians, secretaries, assistants, registered nurses and licensed practical nurse assistants, and specifically excluding the superintendent, principals, supervisor(s) of special education, curriculum director, pre-kindergarten director, assistant principals, substitute teachers or substitute educational service personnel employees, and employees working in the superintendent’s or central office, the head of maintenance, the food service manager, the technology director, short term employees, summer and such temporary employees whose compensation is funded, covered or connected with government related funded programs such as “CETA,” “Green Thumb,” “Job Training” or such other programs.
- 3.2 As used herein, the term “employee” shall refer to all bargaining unit members. The term “teacher” shall refer to all bargaining unit members employed in a position requiring teaching licensure. The term “specialized service providers” shall refer to all bargaining members employed in a position requiring licensure and specialized advanced training (minimum of master’s degree and internship) including speech & language pathologists, school social workers, school counselors, and school psychologists. The term “educational service personnel” shall refer to all bargaining unit members other than teachers and specialized service providers.

ARTICLE IV

EMPLOYEE/ASSOCIATION RIGHTS

4.1 **Discrimination Prohibited**

Neither the Board nor the Association shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, national origin, age or sex.

4.2 **Association Membership or Activity**

Employees shall have the right to join and assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

4.3 **Personnel File**

The Board shall maintain a central personnel file for each employee. Each employee and/or his or her designated representative shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. Such review may be by appointment during normal office business hours (but not including the times when employees have instructional or other responsibilities) and in the presence of a designated employee of the Board. Confidential material, such as recommendations of any employee by a previous employer, shall not be deemed to be part of the employee's personnel file described in this section or those contents, which are exempt from inspection. (820 ILCS 40/1 *et. seq.*) Any designated representative must have the written consent of the employee to review the contents of his/her personnel file. Employees shall be given copies of all materials placed in their personnel files within seven (7) working days of the date of filing. Employees shall be afforded an opportunity to attach a written response to any material placed in their personnel file within ten (10) working days of date of filing.

4.4 **Discipline – Employees**

The Board and/or administration shall have the right to discipline an employee for cause. When any employee is required to appear before the Board, a board committee or administrator concerning any matter which may result in disciplinary action or affect the continuation of that employee in his/her employment, the employee shall be given reasonable prior notice, except in an emergency, in writing, for the reason(s) for such meeting or interview and shall be entitled to have a representative of the Association present to represent him/her during such meeting or interview.

4.5 Procedure for Discipline/Discharge

- A. All employees shall hold their employment under a system of progressive discipline as described in Article 4.5C. No employee shall be disciplined or discharged without just cause. Discipline includes written reprimands, suspensions and dismissal.
- B. An employee may be represented by the Association in a pre-disciplinary conference with the Board or an administrator which may reasonably result in disciplinary action, provided the employee requests union representation. The Employee shall be provided with prior written notice of the reason for the meeting except in an emergency involving the safety or welfare of students or staff. This provision shall not require District representatives to conduct a pre-disciplinary conference with the employee for misconduct as defined in Article 4.5D.
- C. The District will attempt to follow a progressive discipline procedure which includes the following steps:
1. Verbal warning
 2. Written reprimand
 3. Suspension without pay not to exceed five (5) working days for the first offense. Subsequent offenses may result in another suspension not to exceed ten (10) working days or discharge depending upon the severity of the infraction. Any employee subject to a suspension without pay may request a hearing before the Board. The employee or his/her representative may present evidence in the employee's defense.
 4. Dismissal
- The above list may not be strictly followed depending on the severity of the employee's misconduct.
- An employee may be suspended with pay pending investigation of any matter.
- D. Notwithstanding Section 4.5C above, an employee may be dismissed immediately for the following reasons:
1. Use or possession of alcoholic beverages or illegal drugs on District property
 2. Theft or misappropriation of District funds
 3. Conviction of a felony or any of the criminal offenses set forth in Section 10.21-9 of The School Code

4. Behavior endangering the safety or welfare of students or staff.

It is agreed that the above list is simply intended to provide examples of offenses, the severity of which may result in immediate dismissal, and is not all-inclusive.

4.6 **Dues Deduction**

- A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization form for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year-to-year unless the employee is dismissed or revokes said authorization during the first five (5) days of the school term.
- B. The Board shall deduct from each employee's pay the current dues of the Association provided the Board has received an authorization form.

Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18) of such dues from the regular salary check of the bargaining unit member's paycheck for nine (9) months, beginning in September and ending in June of each year.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period deduction.

4.7 **Equipment Use After Regular School Hours**

Technological equipment and computers shall be available for school-related use by employees in the attendance centers after the end of the regular school day

4.8 **Public Information**

The Board agrees to make available to the Association, without cost, a digital copy of the following items: an agenda (at least 48 hours in advance), the Board packet (excluding the Superintendent's report, personnel report and summary of action items), and copy of the approved minutes of any information furnished to the general public for all Board meetings. The Board also agrees to make available to the Association, without cost and in response to a written request, the annual audit, the tentative budget and other financial data which is prepared in the usual course of business, reviewed in public and legally permitted to be disclosed. The Board shall not be required to research or assemble information not already compiled or provide analysis thereof.

4.9 **Association Input on Board Policies**

Except in an emergency where immediate Board action is required, the Association shall be allowed to provide written input to the Board on proposed policies prior to formal adoption.

4.10 New Employees

The names and addresses of newly hired teachers and educational service personnel shall be provided to the Association no later than August 1 for employees whose employment begins at the beginning of the school year and within fourteen (14) days after their employment for employees hired during the school year.

4.11 Use of School Facilities

- A. Authorized representatives of the Association have the right to use the school facility and equipment, excluding office computers, for meetings in accordance with Board policy, to use the designated bulletin board to post non-editorial informational notices in accordance with the Board policy, to use the regular in-service mail service for communications to employees, and to transact official Association business on school property in an area and at a time not part of the official workday and as approved by the Administration.
- B. The Association shall be liable for any damage as the result of the negligent use of the equipment which is used as provided herein and will reimburse the District for the cost of repair or replacement.
- C. Association members will not be allowed to use school equipment in actions that are counterproductive to the Board's directions and actions.

4.12 Employee Association Leave

The Association President or his/her designee shall be granted release time, without loss of salary, for up to eight (8) school days to attend NEA/IEA conferences or conventions. No more than two (2) consecutive days per person may be used for this purpose. Nine (9) month employees are limited to two (2) of the eight (8) days during the school year and 10-12 month employees can use up to four (4) days. 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 or his designee at least three (3) days prior to the requested leave of the use and purpose of the leave. Appropriate lesson plans or assignment instruction, to cover the days requested, shall be left in accordance to employee assignment.

4.13 Employee/Association Right

The officers of PEA and the Administration shall meet (as requested by either party) to discuss common concerns. The party requesting the meeting will propose items one (1) week prior to the meeting.

4.14 **Surveillance Cameras**

The primary purpose of the use of surveillance cameras is to secure the buildings and not to evaluate the performance of employees, or to monitor their behavior or conduct. Should an incident involving employee misconduct be observed during review of security camera video, discipline resulting from the incident shall be consistent with any applicable provisions of this agreement.

ARTICLE V

BOARD RIGHTS

- 5.1 The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon it and invested in it by the statutes of the State of Illinois, except as limited by the express terms of this Agreement.

ARTICLE VI

WORKING CONDITIONS

6.1 School Day - Teachers

All teachers are required to be on duty at 8:00 a.m. and remain on duty each day until 3:30 p.m. except for those days where the students are dismissed early - in these instances, teachers will stay one half-hour after student dismissal, except fifteen (15) minutes on the last day before Thanksgiving, Winter and Spring Break or unless authorized by the principal to leave earlier due to special circumstances. Teachers may be required by the Administration to extend the day at the beginning or the end for special purposes such as faculty meetings, committee meetings, parent-teacher conferences, staff development activities or other special needs as determined by the Superintendent/designee or the Board. Except in an emergency, the Superintendent or his designee shall notify teachers twenty-four (24) hours in advance of such extension(s). Open house will be held any time after the second full week of school and will not be more than ninety (90) minutes in duration.

A. Response to Intervention, Special Education , or 504 Meetings

Teachers who are required to attend Response to Intervention meetings, Special Education Meetings, or 504 Meetings outside of regular work hours shall be compensated at the rate equal to BA step 1 hourly rate on the teacher salary schedule. These payments will be distributed to designated teachers in June of each year.

6.2 School Day - Educational Service Personnel

All full-time assistants are required to be on duty at 8:00 a.m. and remain on duty each day until 3:30 p.m. except for those days where the students are dismissed early. All part-time assistants are required to be on duty at 8:00 a.m. and remain on duty each day until 3:00 p.m. except for those days where students are dismissed early. In these instances, assistants stay one half-hour after students are dismissed, except fifteen (15) minutes on the last day before Thanksgiving, winter and spring breaks, or unless authorized by the principal to leave early due to special circumstances. The specific length of the school day generally and at each school is reserved to the Administration and the Board. One (1) fifteen (15) minute break will be allotted to each assistant and secretary each full day of school, as approved by the immediate supervisor and administration. Open house will be held any time after the second full week of school and will not be more than ninety (90) minutes in duration.

Custodians will work an eight (8) consecutive hour shift, starting and ending times to be determined in a mutual agreement between the building principal and the employee. Secretaries and nurses will work a seven and one-half (7 ½) consecutive hour shift, starting and ending times to be determined in a mutual agreement between the building principal and the employee.

Custodians, secretaries and nurses, who work less than the number of hours specified above will work their hours consecutively, with starting and ending times to be determined in a mutual agreement between the building principal and the employee.

Cooks' working schedule will be mutually agreed upon by the cooks and the Food Service Director at the beginning of the school year. Any additional split shifts will be agreed upon by the cooks and the Food Service Director. Normal work hours will be no earlier than 5:00 a.m. and no later than 2:30 p.m.

Employees may be required by the Administration to extend the day at the beginning or the end for special purposes or needs as determined by the Administration or the Board and will be paid in accordance with Article 6.10. Except in an emergency, the Superintendent or his designee shall notify educational service personnel employees twenty-four (24) hours in advance of such extension(s).

6.3 WorkYear - Educational Service Personnel

Unless employed on a part-time or irregular basis, or unless other arrangements are made, the length of the employment year shall be nine (9) months for assistants, nurses and cooks, ten (10) months for secretaries and twelve (12) months for custodians.

- A. Secretaries – On approval from school principal and/or superintendent, secretaries may agree on the time frame of the ten (10) days before and after the beginning/ending of the school year.
- B. Assistants – Unless employed on a part-time or irregular basis, or unless other arrangements are made, the length of the employment year shall be nine (9) months for assistants. Assistants shall work the same days as certified staff.
- C. Nurses – Unless employed on a part-time or irregular basis, or unless other arrangements are made, the length of the employment year shall be nine (9) months for nurses. Nurses will also be compensated for up to five (5) days total prior to or at the end of the school year for paperwork and action plans.
- D. Cooks – The work year for Food Service employees shall consist of all cafeteria lunch serving days and two (2) work days with the approval of the superintendent. The two (2) working days will not exceed two (2) calendar days of no less than three (3) nor more than eight (8) hours. One (1) fifteen (15) minute break and one-half (1/2) hour duty free lunch will be allotted. On non-lunch serving days, where only breakfast is served, the cooks who serve the breakfast shift will be given first priority and first offer to work. If the breakfast worker does not fill the position, other cooks will be asked to fill this job before a sub is called.
- E. Custodians – The work year shall consist of the entire year except for Board designated holidays, Memorial Day and July 4. Custodians shall work during the winter and spring breaks when school is not in session. Custodians will work an eight (8) hour shift with a half (1/2) hour lunch and two (2) fifteen (15) minute breaks with flexible starting and ending times agreed on by the building principal and custodian. Custodians shall be entitled to two (2) week, non-cumulative vacation at times approved by their immediate supervisor and Superintendent. No vacations are allowed to carry over to the next year.

At the completion of ten (10) years of employment in the district, a third week shall be granted. With the completion of twenty (20) years, a fourth week of vacation shall be granted. Full-time custodians employed for less than a full fiscal year shall be entitled to vacation days on a prorated basis of one (1) vacation day per twenty-five (25) days worked.

6.4 **Class Size**

- A. The Board of Education and Administration, recognizing that the pupil/teacher ratio is an important aspect of an educational program, will make a reasonable attempt to establish class sizes, which do not exceed the following levels:

K-3	24 pupils
4-5	27 pupils
6-8	29 pupils

The size of special education classes shall be as prescribed by State and Federal rules and regulations.

- B. The size of special education classes shall be as prescribed by State and Federal rules and regulations. In the event that any special education student is educated in a general education classroom for one-half of a school day or more, the class size levels set forth above in that class will, to the extent possible as determined by the Board of Education and the Administration, be reduced by one (1) student for each special education student educated in the general education class. This reduction of class size may only occur at the beginning of the school year.
- C. The size of music, physical education, art, sixth, seventh and eighth grade classes, and certain other classes, as determined by the Superintendent or designee, may rise above the optimum levels suggested in Paragraph 6.4A. If a situation arises where class size levels in all sections of a grade level mentioned in Paragraph 6.4A are at a maximum, the Board agrees to consider the possibility of hiring a teacher assistant to assist the teacher in any such classroom so affected. The determination as to whether to hire an assistant or follow some other procedure is to be in the sole discretion of the Board.

6.5 **Unsafe or Hazardous Working Conditions**

- A. Bargaining unit members shall not be required to work under unsafe or hazardous conditions or to perform tasks, which endanger their health, safety, or well-being.

All school buildings and grounds shall be tobacco-free at all times.

- B. No Association member, except for certified school nurses and non-certificated registered professional nurses, shall be required to perform medical procedures to

any student in the district, if this requirement violates Illinois State Law or the Illinois School Code. This section shall not prohibit any school district employee from providing emergency assistance to students.

6.6 **Student Discipline**

District Employees shall enforce student discipline as interpreted by and in accordance with the policies and procedures of the Board and Administration. The Employer shall support Employees in matters relating to reasonable student discipline.

Assaults on Employees shall be regarded by the District Administration as matters of grave concern. The Employer recognizes the lawful right of an Employee to protect him/herself or a student in a case of an unavoidable physical assault. If the State's Attorney decides to prosecute said person, the employee shall be released from his/her assigned duties while testifying without loss of salary or benefits.

Continually disruptive students shall be:

1. Recommended to building RTI Committee.
2. RTI Committee may or may not recommend further action through building administration.
3. Building administrator will notify parents/guardian that continued disruptive behavior may result in:
 - a. Suspension
 - b. Recommendation to Board for expulsion or other action.

6.7 **Lunch Period**

All personnel shall be entitled to a duty-free uninterrupted lunch period equal to the regular school lunch period but not less than thirty (30) minutes in each school day unless emergency or regular duties require otherwise. In the event that the regular duties of the staff member does not permit a duty-free, uninterrupted lunch period, then the staff member will receive three percent (3%) of the base salary for 2018-2021 for each twenty (20) minute module of duty performed during his/her lunch period and will also receive an amount equal to the cost of the adult yearly lunch ticket for his/her lunch eaten while supervising children unless the Board supplies the food.

6.8 **Holidays - Educational Service Personnel**

- A. Teacher assistants, cooks, and secretaries shall have the same holidays as the certified staff, unless employed on a part-time or irregular basis or unless other arrangements are made.
- B. Custodians shall have the following holidays: New Year's Day; Dr. Martin Luther King Jr. Day; President's Day; Casimir Pulaski's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day, Thanksgiving and the day after; Christmas and either the day before or after according to the following schedule:

Sunday - December 25th and December 26th
 Monday - December 25th and December 26th
 Tuesday - December 24th and December 25th
 Wednesday - December 24th and December 25th
 Thursday - December 25th and December 26th
 Friday - December 24th and December 25th
 Saturday - December 24th and December 25th

When any of the above holidays fall on a weekend, the Monday following will be granted as a holiday provided that school is not in session. In the event any of the above holidays are waived and school is in session, custodians shall be in attendance. In exchange, custodians will be given a floating holiday to be selected by the employee, subject to the approval of the administration.

6.9 Facility Closure - Educational Service Personnel

If a facility is closed because of emergency, crisis, or acts of God for more than five (5) working days, employees will be entitled to be paid the equivalent of five (5) working days after the facility is closed and thereafter, the employees will not be paid for as long as the facility remains closed.

6.10 Overtime - Educational Service Personnel

All cooks and other food service employees, secretaries, custodians, assistants, registered nurses and licensed practical nurses may, in the discretion of the Administration or the Board, be required to work overtime in emergency situations. All overtime will be rounded to the nearest quarter hour at the end of each pay period and paid in the next pay period. Employees who regularly work thirty-seven and one-half hour (37½) or more hours per week will be compensated at the rate of one and one-half (1 ½) times the regular hourly rate for all work beyond the regular number of hours worked per week. Employees who regularly work less than thirty-seven and one-half (37½) hours per week receive their regular hourly rate for all work beyond the regular number of hours worked per week. An exception to this rule applicable to full-time custodians only will be for work performed after 11:30 p.m. on Friday until the beginning of the normal work day on the following Monday. This rate shall be two (2) times the regular hourly rate.

If the need for overtime arises, the administration shall offer the overtime first to employees in that job classification in the building where the overtime is needed. If those employees are not able to fulfill the overtime, the administration will offer the overtime to employees in that job classification in other buildings starting with the most senior and moving to the least senior. The regular hours of a senior custodian may not be changed in order to accommodate the overtime unless the hours cannot be fulfilled.

6.11 Call Time – Educational Service Personnel

Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate of pay.

6.12 Probationary Period - Educational Service Personnel

Employees shall be employed on a probationary basis until successful completion of one (1) year of continuous employment. Based upon the recommendation of the employee's immediate administrator, the probationary period may be extended additional ninety (90) working days. Upon successful completion of the probationary period, the employee will be entitled to seniority retroactive to his/her initial hire date or first day of employment, whichever is earlier. Probationary employees are subject to immediate termination for any reason and are not covered by Section 4.5 of the Agreement. The employee may be discharged without notice, without a hearing, and without recourse to the grievance procedure set forth in Article XI of the Agreement.

6.13 Compensatory Time

Overtime shall not be reimbursed in the form of Compensatory Time for any district employee.

6.14 Planning Time and Meeting Limits

Every reasonable effort will be made by administrators and special education teachers to provide a minimum of one hundred fifty (150) minutes of planning time during a full week (5 days) of school for full-time special education teachers. Special education teachers will receive the equivalent of two (2) full days of release time each school year for Federal and state mandated paperwork. Special education teachers with case management duties over fifteen (15) students and specialized service personnel with caseloads over forty (40) students will receive an additional two (2) full days of release time to complete mandated paperwork.

6.15 Travel Time

Travel time shall not be part of preparation time or lunch time.

6.16 Job Descriptions/Collective Bargaining Agreement

Official job descriptions and Collective Bargaining Agreements will be maintained and distributed by the District Office. All new employees shall be given a copy of their respective job description and a copy of the Collective Bargaining Agreement on their first day of employment.

6.17 Calendar Committee

The Superintendent or his designee will invite the Association to submit its views and comments on a proposed calendar for the next school term no later than March 1 of the then current school term.

ARTICLE VII

LEAVES

7.1 Sick Leave

At the beginning of each work year, each employee shall be credited with the following number of days of sick leave as the employee's normal annual allotment:

Years in District	Sick leave days (except 12-month employees)	Sick leave days (12-month employees)
0-14	12	14
15-19	15	16
20+	18	18

Unused sick leave shall accumulate to a total of three-hundred seventy five (375) days, including the leave of the current year. 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. Immediate family shall include parents, step-parents, spouse, brothers, sisters, children, step-children, sons-in-law, daughters-in-law, grandparents, step-grandparents, grandchildren, step-grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. The Board or Administration may require a physician's certificate as a basis for pay during leave after an absence of three (3) consecutive days for personal illness or thirty (30) days for birth or as they may deem necessary in other cases.

The Board or Administration may require employees to submit to a medical examination by a physician chosen by the Board or Administration in order to verify or assist in the ascertainment of the employee's ability to perform his or her duties. The cost of this medical examination shall be paid by the Board.

7.2 Sick Leave Bank

The Sick Leave Bank is a voluntary bank of employee sick leave days administered by a joint committee of the Association and the District, which shall be used only by participating employees. All employees, including administrators are eligible to participate in the Sick Leave Bank. Each participating Employee shall donate one (1) day to establish the Bank. Unused days in the Sick Leave Bank will accumulate to the following year.

Monthly reports on the status of the Sick Leave Bank, including the number of days remaining, will be provided to the Association and the District by the Sick Leave Bank committee. In the event of depletion of the Sick Leave Bank, all participating Employees will be given the opportunity to donate one (1) more day to the bank.

1. Each newly hired employee is automatically a member of the Bank for his/her first year without donation of a sick day. After the first year, to remain a member of the Bank, the Employee must donate one (1) day. Any employee may donate one (1) day to the Bank and become a member only at the beginning of any school year.
2. Employees may donate up to fifteen (15) unused sick days to the Sick Leave Bank upon retirement from the District. Such donations shall be implemented upon the written request of the employee to the Sick Leave Bank Committee. The aggregate donation of such days shall be limited to sixty (60) days.
3. Procedure for Use of Sick Leave Bank

Use of the Sick Leave Bank shall be for the Employee's personal illness and/or the illness of a spouse or child. Days from the Sick Leave Bank will be allotted at the time of the illness/injury occurrence and will not be reserved in advance. Any Employee who is a member of the Sick Leave Bank shall be entitled to draw from the Bank provided the following conditions are met.

- a. The Employee has used all his/her personal accumulated sick days and personal days.
- b. The Employee shall produce a doctor's certificate as proof of need.
 1. The Employee absence must be related to health conditions not related to family and medical leave time.
- c. The Employee must be absent more than three (3) consecutive days with the same illness. These first three (3) days are not reimbursed from the Sick Leave Bank until the Employee has used ten (10) days. Then the first three (3) days will be granted as sick leave from the Sick Leave Bank.
- d. An Employee may use a maximum of twenty (20) days per year.
- e. Maximum cost to the district will be one-hundred (100) days in any one (1) year.
- f. Any Employee eligible for disability benefits from Workers Compensation shall as a condition of withdrawing days from the Sick Leave Bank, show proof to the Sick Leave Committee that said Employee has applied for benefits from Workers Compensation. The Bank will supplement the difference between the net value of the disability benefits paid by Worker's Compensation and the net value of the Employee's salary for the number of days used, less amount withheld for income taxes.

3. Governing Committee

The Sick Leave Bank governing committee shall consist of the District bookkeeper and the President of PEA or his/her designee.

7.3 **Personal Leave**

In addition to sick leave, employees shall be allowed three (3) personal days in each school year with pay, provided the Superintendent's advance approval is obtained, in which case a request for the same shall be given to the Superintendent at least two (2) working days prior to the leave date being requested. Personal days will be used as the equivalent of a normal work day specific to each individual employee. The employee will not be required to give reasons for the request to be absent. Employees who have worked less than one (1) full year shall be entitled to personal leave on a pro-rated basis at a ratio of one (1) personal leave day for every three (3) full months of employment, starting on the first day of employment.

Personal days may be used in the event of adverse weather conditions, or other unforeseeable reasons, in which case notice of the same shall be given as soon as possible to the Superintendent. Personal leave may not be used on the first or last day of student attendance in the school year. Personal leave may be used on a Teacher Institute or School Improvement Day only if the request, including the reason, is submitted to the Superintendent at least three (3) working days in advance.

Unused personal days at the end of the school year shall be added to accumulated sick leave at a ratio of two (2) sick leave days for one (1) unused personal day. (Each ½ day will be converted to a full day up to a maximum of eight (8) sick days.) Certified teachers that submit an irrevocable letter of retirement to the district will not be eligible to receive the two (2) sick leave days for one (1) unused personal day conversion. Instead, they will receive (1) sick leave day for each unused personal day.

Employees shall be allowed to roll-over one (1) unused personal leave day to the following year. Personal leave cannot accumulate beyond four (4) days in any year. If the employee does not inform the District Office by the last day of the current school year of his/her intent to roll-over the unused personal leave day, all remaining personal leave days will accumulate as sick leave.

Personal days shall be granted to no more than eight (8) employees on any given day, excluding cooks and custodians.

7.4 **Bereavement Leave**

A. **Death of Family**

Employees may use up to three (3) days, per incident, for leave connected with the death in the immediate family for such reasons as executing an estate, arranging burial, funeral rites, funeral attendance, travel, selling a descendant's property, etc. These days are not deducted from the employee's sick leave and do not accumulate.

B. **Death Other Than Immediate Family**

In addition to the persons named in paragraph 7.1, an employee may use personal and/or sick leave days to attend the funeral of a friend or relative. If the funeral is out of town, consideration will be given for traveling time. Sick leave days or personal days shall be used for this purpose. No more than twelve (12) employees may be absent at any one time.

7.5 Jury Duty and Subpoenaed Court Appearance

The Board shall pay the full salary to employees called to jury duty or subpoenaed to testify in a school-related matter. The employee shall remit to the Board any monies received for service other than transportation or meal allowances.

If an employee is subpoenaed to testify on a matter not related to school, the employee's salary will be reduced by a sum equal to the salary paid for a substitute.

7.6 Educational and Other Leaves - Teachers

At the sole discretion of the Board, a teacher may be granted a leave of absence without pay for a period of time not to exceed one (1) school year. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications will be in writing, in sufficient detail to describe the nature of the desired leave and submitted in advance to the Superintendent or designee. The employee shall be allowed to continue participation in the group health insurance program at his/her expense provided it is acceptable to the carrier. If said leave is for the purpose of further education, upon return from leave, an employee shall be placed at the same position of the salary schedule, as he/she would have been had he/she worked in the district during such period. The granting of such leave will in no way interrupt seniority and rights provided for in the Illinois School Code, but seniority shall not accrue during such leaves.

7.7 Family and Medical Leave

Eligible employees shall be entitled to up to twelve (12) weeks of leave under the Family and Medical Leave Act subject to the conditions and restrictions set forth in applicable law and Board Policy.

7.8 Other Leaves - Educational Service Personnel

At the sole discretion of the Board, an employee may be granted a leave of absence without pay. The granting of leave in one instance shall not constitute a precedent for any other application. All leave applications shall be submitted in writing, in advance to the Superintendent or designee, with sufficient detail to describe the nature of the desired leave. The employee shall be allowed to continue participation in the group health insurance program at his/her expense provided it is acceptable to the carrier. Medical leaves are excluded since they are provided for in Paragraph 7.7.

7.9 **Notification of Sick/Personal Leave Days**

The employer shall furnish each employee with a written statement within thirty (30) days of the beginning of each employee work year indicating his/her total sick leave credit and personal leave credit.

7.10 **Weather Related Emergency/Unforeseeable Emergency**

An employee shall be allowed two (2) weather related emergency leave days if he/she cannot attend school due to adverse weather conditions or in the event of an unforeseeable emergency. The employee may request the use of a personal leave day, or to have the employee's salary reduced by a sum equal to the salary paid for a substitute. The employee shall advise the superintendent or designee as soon as possible of the emergency and also specify whether a personal leave day or emergency leave day is being used. In the event of an Institute Day, the same language applies.

7.11 **Additional Leave Days**

Upon prior approval of the Superintendent, any employee whose absence is not covered by other leave day provisions of this Agreement shall have his or her set pay reduced by 1/185th of their salary for each day of approved absence.

7.12 **Other Absences**

It is understood that occasionally an employee must leave during the last period of the day and/or after the students are dismissed but before the end of the workday for a Doctor, Dental, or Other Professional Appointment. An employee must receive prior approval from their building principal or their immediate supervisor for this absence.

ARTICLE VIII

EVALUATION

8.1 Teachers Evaluation Procedures

The Pontiac District #429 Board of Education believes the five (5) major goal areas of the evaluation process are as follows:

1. Supports effective teaching.
2. Provides for the improvement of instruction.
3. Supports district policies and code of ethics.
4. Provides a basis for employment decisions.
5. Supports professional development and growth opportunities.

Evaluation Procedures shall include:

1. All non-tenured teachers shall be formally evaluated at least twice each school term. Evaluations will be made no less than every other year for each tenured teacher. All District evaluators shall comply with the qualification requirements of the statute for evaluation for teachers.
2. Within four (4) weeks after the beginning of each school term, the Superintendent or designee shall apprise each teacher of the evaluation procedures and forms.
3. The evaluator(s) complete the classroom observation by November 1st and March 1st for non-tenured teachers and by March 1st for tenured teachers.
4. Each formal evaluation shall be preceded by an in-class observation of no less than forty-five (45) minutes at a time, or an observation during a complete lesson, or an observation during an entire class period.
 - A. Within ten (10) school days following the observation, the evaluator shall have a meeting with the teacher. The evaluator shall provide the teacher with a written summary of the evaluation. A copy shall be given to the teacher, and the teacher shall acknowledge the file copy, which will then be placed in his/her personnel file.
 - B. The teacher shall have the right to attach an explanation or statement with respect to any material contained in his/her evaluation and to have such made a part of his/her personnel file within five (5) workdays of receiving the evaluation.

- C. At the beginning of the school year, each staff member will set goals for self-improvement. The purpose of the goal setting process is to improve teacher performance by establishing teacher initiated objectives and areas for improvement.
 - D. The evaluator may recommend objectives and areas of improvement when deemed necessary.
5. The evaluator shall seek to provide the teacher with assistance in improving the quality of teaching and to eliminate the deficiencies noted in the evaluation.
 6. The Board of Education agrees to implement the requirements of 24A-5 of the Illinois School Code and the rules and regulations promulgated by the State Board of Education with regard to teacher evaluation, remediation and deficiencies and dismissal.
 7. The Association agrees that evaluative comments resulting from classroom observations(s) are not grievable.
 8. Staff members and evaluators recognize this formal evaluation will encompass areas of performance in addition to the observed thirty (30) minute in-class observation period.

Performance Rating Scale

Four ratings will be utilized for this evaluation: Excellent, Proficient, Needs Improvement and Unsatisfactory.

Remediation Activities

As previously mentioned, provision is made on the Teacher Evaluation Form for identification of those areas needing remediation and/or improvement. The remediation called for generally reflects those traits rated unsatisfactory or problematic within the main body of the evaluation report.

When a tenured teacher is rated unsatisfactory and the related deficiencies are considered remedial, within thirty (30) school days of the evaluation, a remediation plan designed to correct these deficiencies shall be developed and instituted. The evaluatee, a qualified evaluator and a consulting teacher will participate in the remediation process. Utilization of consulting teachers will be governed by the following procedures in Section 8.2.

When a tenured teacher receives a rating of “Needs Improvement,” the evaluator, in consultation with the teacher and taking into account the teacher’s on-going professional responsibilities, including his or her regular teaching assignments, shall, within thirty (30) school days after completion of the evaluation, develop a professional development plan directed to the areas that need improvement and any supports that the District will provide to address the areas identified as needing improvement. Tenured teachers who complete a

professional development plan shall receive a summative evaluation in each of the following two (2) school years.

8.2 **Consulting Teachers**

1. The Association may submit a list of teachers who qualify to be a Consulting Teacher. The Board of Education and/or their designee(s) shall select from this list, the Consulting Teacher to work with the teacher on remediation. The Consulting Teacher so chosen shall be notified in writing and such written notice shall specifically state that acceptance is voluntary. When a Consulting Teacher is not available in the School District, the Regional Office of Education shall be requested to provide one. This Consulting Teacher shall be governed by all relevant parts of the School District's agreement with the Association.
2. Consulting Teachers shall be given released time as mutually agreed upon by the teacher and administration in order to perform their role as a Consulting Teacher. Consulting Teachers shall suffer no loss of planning or lunchtime. In addition, they shall be provided clerical assistance when available if necessary in performing their function as a Consulting Teacher.
3. The Administrator shall provide each Consulting Teacher with information regarding roles and responsibilities of a consulting teacher.
4. The Board of Education shall indemnify and hold harmless the Consulting Teacher for any written or oral statement made in the course of performing his/her duties as a Consulting Teacher.
5. Periodic meetings shall be held between the Consulting Teacher and the evaluator. Consulting Teachers shall not be required to make evaluative judgments about the teacher under remediation. At these meetings, the Consulting Teacher shall advise the evaluator(s) of the specific advice and/or written materials given or recommended to be used by the unsatisfactory teacher to remediate deficiencies set forth in the remediation plan.

Reporting The Results

Results of the annual evaluations of all certified teachers are reported as follows: building Administrators furnish the Superintendent copies of all completed building employee evaluations. The Superintendent, after reviewing all building level evaluations, meets with the principals to review and discuss any related concerns and/or necessary actions.

8.3 Evaluation Appeals-Licensed Staff

Beginning with the 2020-2021 school year, any teacher who receives a summative rating of “Unsatisfactory” may appeal such evaluation by submitting to the Superintendent within ten (10) school days of the teacher’s receipt of the evaluation, the following documents:

- A. A letter identifying the evaluation summative evaluation rating of Unsatisfactory which the teacher wishes to appeal:
- B. A copy of the evaluation:
- C. A copy of any prior evaluation the teacher wishes to be considered: and
- D. A copy of any additional evidence or document the teacher wishes to be considered.

The Superintendent shall promptly convene the Panel of Qualified Evaluators (“the Panel”) agreed to by the PERA Joint Committee and forward to the Panel the appeal and related documents submitted by the teacher. The Panel shall meet at least once, with the first meeting occurring no more than ten (10) school days after its receipt of the appeal. The Panel shall have the power to collect, review and command the provision of additional evidence as it deems necessary.

The Panel shall apply the criteria determined by the PERA Joint Committee for successful appeals and shall have the power to revoke an “Unsatisfactory” rating it deems erroneous. If the Panel revokes an “Unsatisfactory” rating, the rating shall be replaced with a “Needs Improvement” rating unless the Panel unanimously finds that another rating is appropriate.

The Panel shall issue a written decision, which shall be final. A copy of the decision shall be given to the teacher who filed the appeal and to the Superintendent.

The time for the development of a remediation plan shall be tolled from the date the appeal is filed with the Superintendent until the date the Panel issues its written decision.

No later than February 1st of each year, the PERA Joint Committee shall meet and, together with any other business of the Committee, prepare and submit to the Board and the Association 1) the identity of the Panel of Qualified Evaluators and 2) the criteria for successful appeals.

8.4 Educational Service Personnel – Evaluation Procedures

- A. Purpose of Evaluations

The primary purpose of Employee evaluations shall be the improvement of employment skills and all evaluations shall be conducted in accordance with the provisions of the Agreement.

B. Notification of Evaluation Process

Within two (2) weeks after employment, the immediate supervisor shall inform the Employee of the evaluation procedures, written standards, and instrument to be used as well as who will normally observe and evaluate his/her performance. No formal evaluation shall take place until this orientation has taken place.

C. Full Knowledge of Observations

All observations of the work of each Employee shall be with the full knowledge of the Employee.

D. Evaluation Process

1. A Probationary Employee shall be evaluated at least twice a year during the probationary period. At least thirty (30) working days shall pass before the first evaluation takes place, unless warranted by the employee's performance.
2. Evaluations will be made no less than every other year for each non-probationary Employee.
3. Each evaluation shall be conducted with on-the-job site attendance by the evaluator. In the case of Assistants, their supervisory teacher will have input.
4. All evaluations shall be reduced to writing. The Employee and the supervisor shall mutually agree to a conference to discuss the evaluation. A copy of the evaluation shall be made available to the employee. If the Employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation within five (5) workdays of receiving the evaluation.

ARTICLE IX

PROFESSIONAL ADVANCEMENT AND TUITION REIMBURSEMENT

9.1 Professional Advancement

Employees will be encouraged to continue their education. The Board agrees to reimburse the employee for courses pre-approved by the Superintendent up to One Hundred Fifty and 00/100 Dollars (\$150.00) per hour on non-reimbursable program costs not to exceed fifteen (15) hours a year. Credit for advancement on the salary schedule will be granted for courses that are successfully completed with a “B” or better grade.

The courses shall relate to the area or subject matter taught by the teacher, computer education and/or additional State of Illinois teaching certificates that will make teachers eligible for additional classroom and/or support service assignments. If the employee’s request is denied, he/she would have the right to bring the request to the Board for the Board’s review and decision.

In order for the employee to receive credit on the salary schedule for completed coursework, the official transcript must be received in the District Office no later than September 1 of that school year.

If employees are required by their program of study to present at a conference or symposium as a requirement for a course or graduation, and that presentation is scheduled during the regular work day, the employee shall be granted a paid professional leave day in order to fulfill this requirement.

9.2 Tuition Waivers

A tuition voucher shall be the property of the teacher who earns it. The District shall not use such vouchers to fulfill its obligation as listed in Article 9.1.

9.3 Additional Professional Advancement

Employees who currently hold a National Board Certification PhD’s, EdD’s, Certificate of Clinical Competence, Licensed Clinical Social Worker, Licensed Social Worker, Licensed Clinical Professional Counselor, Nationally Certified School Psychologist, or National School Counselor Certification shall receive an annual \$250 stipend payable with other stipend payments in June.

ARTICLE X

VACANCIES, PROMOTIONS AND TRANSFERS

10.1 Vacancy Defined

- A. A “vacancy” occurs whenever an existing or newly created bargaining unit position cannot be filled by the transfer, recall or reassignment of current employees including, but not limited to the following:
 - 1. Employees returning from leave of absence to the vacated position;
 - 2. Employees recalled from layoff;
 - 3. Employees transferred within the District upon Administrative recommendation;
 - 4. Employees who have been involuntarily transferred and are in “involuntary transfer pool” as defined in 10.5C.

- B. An annual survey of current Employees will be taken to determine if they have an interest in changing buildings or class. This will be taken under consideration when making moves within the District.

10.2 Posting and Notification

- A. All bargaining unit positions, new or existing, will be posted in both the District Office and in each building after a vacancy occurs. Whenever possible, it will remain posted for a minimum of ten (10) working days before a vacancy is filled.

In the summer months the PEA President or designee will be notified of all vacancies. Vacancies will also be posted outside the District Office.

- B. Notice of position shall include a job classification, statement of minimum qualifications, start date and hours.

10.3 Applications

- A. Interested Bargaining Unit Members may apply in writing to the Superintendent or his designee during the posting period. Employees with specific interest in possible vacancies will notify the Superintendent of such interest, in writing prior to the last school work day and will include a summer address. When a position is filled, all applicants will be notified.

- B. An employee shall be considered qualified for a vacancy based on certification. In the case of ESP employees, the employee shall be considered qualified based on educational requirements as stated in the job description.

- C. The Board and Association recognize the importance of extra-curricular activities of the students of District #429. It is also recognized that regularly employed staff are best suited to sponsor or coach these activities. If qualified and approved by the Administration and Board, any extra-curricular positions shall be filled from within the bargaining unit. In the event no qualified district employee desires an extra-curricular position, outside personnel may be considered.

10.4 **Voluntary Transfer**

- A. In filling vacancies, within the bargaining unit, the District accepts the principle of district seniority where other factors are being substantially equal.
- B. Any teacher presently on tenure or eligible for continuing contractual status in the coming school year may apply for transfer to another position or building. Such application shall be in writing and submitted to the Superintendent. When filling any such position, it is acknowledged that the Superintendent has a responsibility to evaluate qualifications and to make final judgments; however, the interests, aspirations, and district seniority of the teacher shall be considered, as well as the needs of the district.

10.5 **Involuntary Transfer**

- A. The involuntary transfer of employees may become necessary due to pupil distribution, instructional requirements and/or other reasons.

The Board recognizes that employee assignments and determination of transfer are an integral part of the Board's and Administration's responsibility of directing the district. The staff is encouraged to make known to their immediate supervisors and the Superintendent their wishes in connection with assignment and transfers and in general, where appropriate, their overall career objectives. The administration and/or immediate supervisor are charged by the Board with taking into consideration in making assignments and transfers the wishes of the particular staff member that have been made known to them, length of service and ability to perform required tasks. The administration recommendation(s) is subject to Board approval based upon the needs of the district.

Upon request, any employee involuntarily transferred shall be released from his/her contract as soon as a suitable replacement can be employed. In no event shall such employee be held to his/her contract more than ninety (90) calendar days after the effective date of such transfer.

- B. Procedures

When it is necessary to reassign employees, volunteers and seniority shall be considered.

C. Rights of Involuntarily Transferred Teachers

A bargaining unit member who is involuntarily transferred may request first consideration for desired openings that occur by requesting placement on the “involuntary transfer pool” list.

10.6 **Notification of Employment - Educational Service Personnel**

Each employee is to be given written notice of his or her continued employment or non-employment for the forthcoming year not later than sixty (60) days prior to the end of the current school term. The notice of continued employment will state the employment is for a full-time or part-time position and the general category of the position such as custodian, secretary, cook, licensed practical nurse, registered nurse or assistant.

10.7 **Seniority**

A. Definition of Seniority

Seniority shall accrue according to the length of the employee’s continuing service (within the bargaining unit) starting from the first day on which duties are performed (part-time will be counted pro-rated).

B. Maintaining and Posting of Seniority and Sequence of Honorable Dismissal Lists

1. Seniority Lists

The Employer shall prepare, maintain and post the seniority list. The seniority list shall be prepared and posted conspicuously in all buildings of the district and a digital copy will be emailed to all employees by February 1st of each year. The employer will maintain a seniority list for each classification category. The employee will retain seniority in each classification category they are listed under. Each employee shall have until February 15th or the first school day thereafter to file written objections regarding the seniority list to the Administration. A final seniority list will be posted on or before March 1. (Any employee, who fails to so notify the Administration by February 15, waives the right to challenge his/her placement on the list.)

A copy of the seniority list and subsequent revisions shall be furnished to the Association.

2. Sequence of Honorable Dismissal List (Certified Employees)

The Board shall, in consultation with the Association, each year establish a sequence of honorable dismissal list categorized by positions and groupings as provided in the School Code. Copies of the list shall be distributed to the

Association as least seventy-five (75) days before the end of the school term.

C. Seniority Retention

Seniority is retained but shall not accrue during the following:

- a. Unpaid leave of absence
- b. Unpaid sick leave

D. Loss of Seniority

Accrued Seniority shall be forfeited upon occurrence of the following events:

- a. Resignation
- b. Dismissal for cause
- c. Retirement
- d. Expiration of the recall period after reduction in force

E. Breaking of Ties - Certified

In the event district seniority is equal between certified employees, the procedures listed will be used in the following order.

- a. Previous accredited experience inside Illinois.
- b. Approved horizontal placement on the salary schedule.
- c. Based on the date of employment, then the order listed on the personnel report determined by the lowest number of the last four digits of the employee's social security number. The employee with the lowest number shall have more seniority than employees with higher numbers.

F. Breaking of Ties - Non-Certified

In the event district seniority is equal between non-certified employees in the same category of position, it will be based on the date of employment, and determined by the lowest number of the last four digits of the employee's social security number. The employee with the lowest number shall have more seniority than employees with higher numbers.

G. **Teaching Assistants-Transitioning from Part Time to Full Time Employment**

When a full-time teaching assistant position becomes available, the position will be offered to the part-time teaching assistant with the most seniority based on hire date. The District will post the vacancy following the procedures outlined in Section 10.2.

10.8 Recall Rights

- A. Any employee who has been honorably dismissed due to reduction in force shall have recall rights as follows:
 - 1. Recall rights shall be in effect from the date of termination through one (1) calendar year the beginning of the school term next following his/her dismissal according to The School Code.
 - 2. Recalled Employees shall have the accumulated sick leave, salary schedule position, and seniority when they have been honorably dismissed.
 - 3. The Employer shall offer available positions to the most senior qualified Educational Support Personnel Employee within the appropriate area of classification.
 - 4. Teachers in Groupings 3 or 4 who have been honorably dismissed shall be offered positions which they are qualified to hold in the inverse order of dismissal. If the Board has any vacancies within the period from the beginning of the following school term through February 1 of the following school term, and the position(s) has or have not been filled as provided above, then the position(s) thereby becoming available must be offered to a teacher in Grouping 2 if such teacher is qualified to hold the position(s) and was in Grouping 2 due to one "Needs Improvement" rating on either of the teacher's last two performance evaluation ratings, if the other performance evaluation rating is either "Proficient" or "Excellent" Teachers in Grouping 1 shall have no recall rights.

10.9 Summer Positions

- A. Summer positions shall be posted according to Article 10.2A.
- B. Bargaining Unit members holding certified summer school positions shall be compensated at the rate equal to BA step 1 hourly rate on the teacher salary schedule.
- C. Summer positions shall be posted according to Article 10.2A. Bargaining unit members holding non-certified summer positions, including, but not limited to, assistants, cooks and custodians, shall be compensated at the rate equal to assistant step 1 hourly rate on the ESP salary schedule. Custodians and assistants will be given priority and first offer of custodian and assistant positions. If no one from the bargaining unit applies for a position during the time the position is posted, then that position may be offered to otherwise qualified persons outside the bargaining

unit. Part-time employees within any category will be offered additional hours in that position.

10.10 Employment of Substitute Teachers

All attempts shall be made to employ a substitute teacher so that a teacher's assistant shall not be left alone with students in the classroom for one-half (½) of the school day or longer. If the District is unable to find a substitute to cover the classroom for more than one-half (½) of the school day, the teaching assistant will receive the substitute pay that is listed in Section 13.10.B.

10.11 Subcontracting of Positions

The Board and Association agree that no positions covered in this Agreement shall be subcontracted. The only exception to this is if the Board is unable to find suitable individuals to fill the positions of speech pathologists, school nurses and psychologists. The Board may contract for services of fully qualified speech pathologist, school nurses and fully qualified psychologists after notification to the Association that the Board has been unable to fill the above named positions. Within ten (10) days of execution of this agreement by the Board, a copy will be provided to the Association.

Any agreement by the board to subcontract the above-named positions shall not extend beyond the current school year.

If any of the workers hired to fill the subcontracted position requires the supervision of a bargaining unit member, the supervising bargaining unit member shall be paid the lead teacher stipend as indicated in Appendix C.

10.12 Reduction In Force

Reduction in Force (RIF) shall be implemented only in the event of financial constraints, reduced enrollment, staff realignment or discontinuance of some particular type of teaching service. Employer will follow the Illinois School Code.

A joint committee composed of equal representation selected by the Board and Association shall meet no later than December 1st annually, for the purposes set forth in the School Code. The joint committee must reach agreement on a change in the criteria for inclusion in a grouping on or before February 1st of a school year in order for the agreement of the joint committee to apply to the sequence of dismissal determined during that school year.

ARTICLE XI

GRIEVANCE PROCEDURE

11.1 Definitions

- A. A grievance is any claim by the Association or employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
- B. All time limits consist of school days, which are defined herein as teacher or employee employment day except during the summer when days shall be defined days when the school business office is open.
- C. At least one Association representative may be present at any meeting, hearing, appeal or other proceeding related to a grievance, which has been formally presented. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievances adjusted without intervention of the Association, and the adjustment is not inconsistent with the terms of this Agreement.

11.2 Subject Matter

Only one issue shall be dealt with in a grievance. A written grievance shall contain the name and position of the grievant, the specific section of the Agreement allegedly violated, a clear and concise statement of the grievance, the date of the incidence or violation took place, the relief sought and the signature of the grievant and date submitted.

11.3 Procedure

- A. The parties hereto acknowledge that it is usually desirable for an employee and his/her immediate involved supervisor to resolve problems through free and informal communications using the Pre-Grievance Summary Sheet (Appendix D). When requested by the employee, the Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the employee or the Association, a grievance will be processed as follows:
- B. **Level One:** The filing of the grievance at this stage shall be not later than thirty (30) days following occurrence complained of as the basis for the grievance or within thirty (30) days of when the occurrence may be reasonably ascertained. The employee or the Association may present the grievance in writing to the supervisor immediately involved who will arrange for a meeting to take place within eight (8) days after receipt of the grievance. The Association's representative, the aggrieved employee and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the aggrieved employee and the

Association within seven (7) days after the meeting. This answer shall include the reasons for the decision.

- C. **Level Two:** If the grievance is not resolved at Level One, then the Association and/or the employee shall refer the grievance to the superintendent or official designee within seven (7) days after receipt of the Level One answer. The superintendent shall arrange for a meeting to take place within eight (8) days of his/her 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 facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have seven (7) days in which to provide his/her written decision with reasons to the Association or employee.
- D. **Level Three:** If the grievant or Association is not satisfied with the decision at Level Two, the grievant or Association may submit a written appeal to the Board of Education. The Board shall take up the matter not later than the first regular meeting following the receipt of the appeal. At such meeting, in executive session, the grievant or Association shall have a right to include in its presentation such witnesses, counselors and documents as deemed necessary to develop the facts pertinent to the grievance. Within seven (7) days following the regular scheduled meeting at which the appeal is heard, the Board shall deliver its written decision to the employee or Association.

11.4 **Arbitration**

If the Association is not satisfied with the disposition of the grievance at Level Three or the time limits expire without the issuance of the Board's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Level Three answer, then the grievance shall be deemed withdrawn.

- A. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.
- B. The arbitrator shall have no power to alter the terms of this Agreement.
- C. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.
- D. Each party shall bear the full costs for its representation in arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.
- E. If either party requests a transcript of the proceedings, the party shall bear the full costs of that transcript. If both parties order a transcript, the cost of the transcripts

shall be divided equally between the Board and the Association as well as the cost of the copy of the transcript to be furnished to the arbitrator.

11.5 General Provisions

- A. If the Association and the superintendent agree, Level One of the grievance procedure may be by-passed and the grievance brought directly to Level Two.
- B. Class grievances involving one or more employees or one or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Level Two.
- C. When an employee is not represented by the Association, on its request the Association shall have the right to have its representative present to state its views at all formal stages of the grievance procedure.
- D. The Board and the administration shall cooperate with the Association in its investigation of any grievance and further, they shall furnish the Association with readily available information requested for the processing of any grievance.
- E. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal of any kind because of such participation.
- F. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- G. Should the procession of any grievance require that an employee or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
- H. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and shall be held, insofar as possible, after regular school hours or during non-working time of personnel involved. When such hearings and conferences are held, at the option of administration during school hours, all teachers whose presence is required shall be excused with pay for all such purposes.
- I. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- J. A grievance may be withdrawn at any level without establishing a precedent, but if withdrawn shall be treated as never having been filed.
- K. Both parties may have a recording secretary at any level of the grievance procedure.

- L. At the request of both parties, the expedited labor arbitration rules may be used instead of the voluntary arbitration rules.

ARTICLE XII

RESIGNATION BY EMPLOYEES

12.1 Teachers

All contracts between the Board and its certified employees are entered into in good faith with the intent that the obligations stated or implied by the contract are to be met fully by both parties to the Agreement. Procedures for resignations, which will be effective at the close of a contractual period, are provided for in the Illinois School Code. Resignations by teachers during a contractual period not only cause undue hardship on the students, but also create additional concerns for the Board and necessitate the expenditure of funds in seeking a replacement.

When a resignation is initiated by any teacher during a contractual period in order to accept another teaching assignment, without the concurrence of the Board, the resigning teacher shall pay the School District four percent (4%) of the contract salary at the time of resignation as liquidated damages for breach of a contract of employment, and the Board may pursue such other remedies as are allowed by the Illinois School Code. Any such teacher initiated resignation will not be honored until a satisfactory replacement assumes the duty of the resigning teacher.

A teacher may resign at any time upon receiving the concurrence of the Board or by serving written notice upon the Secretary of the Board at least thirty (30) days in advance of the effective day of the resignation. No teacher may resign during the school term or less than thirty (30) days prior to the start of the school term to accept another teaching position, without the concurrence of the Board.

12.2 Educational Service Personnel

An employee may resign upon giving two (2) weeks (10 working days) written notice to the Superintendent or to the employee's immediate supervisor. A custodian who resigns or whose employment is terminated shall be entitled on a prorated basis to compensation for unused vacation unless proper notice has not been given. If the full two (2) weeks' written notice is not given, earned vacation time shall be compensated only in the same proportion as the amount of notice actually given.

ARTICLE XIII

COMPENSATION AND FRINGE BENEFITS

13.1 Compensation Schedule – Teachers

- A. **2021-2022** The compensation schedule for the 2021-2022 school year, which is the same as the schedule for the 2020-2021 school year, shall be set forth in Appendix A, which is attached to and incorporated in this Agreement. All teachers shall be allowed to move vertically and/or horizontally on the schedule, as appropriate. Any teacher who is not able to move vertically on the schedule shall receive an increase of 2.25% over his or her previous year’s salary. Any teacher in the MA +32 column with 21 or more years of experience shall receive an increase of 2.25% plus the negotiated Longevity Bonus as provided in D below. New teachers shall be given full credit for prior experience and education and placed on the salary schedule in their appropriate cell.

- B. **2022-2023 and Subsequent Years** Beginning with the 2022-2023 school year, the Salary Schedule shall no longer be a part of the contract or the basis of pay for teachers in the District. All teachers shall receive a negotiated increase as provided below over their prior year’s base salary, plus any applicable Longevity Bonus (D below) and continuing education increase (E below). During the 2022-2023 school year only, any teacher in the MA +32 column with 25 or more years of experience shall receive the negotiated increase plus the negotiated Longevity Bonus (D below).

- C. **Negotiated Increase** Each teacher shall receive the following negotiated increase:

2022-2023	4.25%
2023-2024	3.25%
2024-2025	4.00%

- D. **Longevity Bonus** A Longevity Bonus equal to 3.5% of the teacher’s prior year’s base salary shall be paid to each teacher in each year of this Agreement upon entering their 20th year or their 25th year of teaching in the District.

- E. **Continuing Education Increase** A Continuing Education increase equal to 3.0% of the teacher’s prior year’s base salary shall be paid to each teacher upon completion of an additional 8 hours of education up to a BA +32 or MA +48, and upon completion of an additional 8 hours of education after MA +48, subject to the provisions of Article IX, in each year of this agreement.

- F. **Newly Hired Teachers** Newly hired teachers with the same years of experience and education as currently employed teachers in the District shall be paid the same base salary as those teachers. Newly hired teachers with years of experience and education which are not the same as any current District teacher shall be paid a base salary commensurate with teachers above and below them in experience and

education. In no event will a newly hired teacher be paid a base salary greater than a current teacher with equivalent experience and education.

- G. **Base Salary** The Base Salary, to be paid to the newly hired teachers with no prior experience or education beyond a BA and for calculation of Extra Duty Salaries in Appendix C, shall be as follows:

2021-2022	\$39,674
2022-2023	\$41,055
2023-2024	\$41,876
2024-2025	\$42,876

13.2 **Board Payment to Teachers' Retirement System**

From the salary described in Section 13.1 above, the Board shall pay the percentage required by TRS directly to the Teachers' Retirement System on behalf of each teacher as a Board-paid teacher retirement contribution. The purpose of such contribution shall be to shelter such payment from federal income tax consistent with tax rulings 414H (2), 81-35 and 81-36.

13.3 **Advancement on Salary Schedule**

In order for an employee to receive the negotiated increase in salary, he/she must work at least one hundred (100) days of the school year.

13.4 **Compensation Schedule - Educational Service Personnel**

- A. **2021-2022** The compensation schedule for the 2021-2022 school year, which is the same as the schedule for the 2020-2021 school year, shall be set forth in Appendix B, which is attached to and incorporated in this Agreement. All employees shall be allowed to move vertically and on the schedule, as appropriate. Any employee who is not able to move vertically on the schedule shall receive an increase of 2.25% over his or her previous year's salary. Any Food Service Worker with 4 years of experience shall receive an increase of 2.25% over the prior year's salary, instead of a vertical step increase.

- B. **2022-2023 and Subsequent Years** Beginning with the 2022-2023 school year, the Salary Schedule shall no longer be a part of the contract or the basis of pay for employees in the District. All Educational Service Personnel shall receive a negotiated increase as provided below over their prior year's base salary, plus any applicable Longevity Bonus (D below).

- C. **Negotiated Increase** Each Educational Service Personnel shall receive the following negotiated increase:

2022-2023	4.25%
2023-2024	3.25%
2024-2025	4.00%

D. **Longevity Bonus** A Longevity Bonus equal to 3.5% of the employee's prior year's base salary shall be paid to each Educational Service Personnel in each year of this Agreement upon entering their 20th year or their 25th year of employment in the District.

E. **Base Salary** The Base Salary, to be paid to newly hired Educational Service Personnel, for each year of this Agreement, shall be as follows:

Custodian	\$38,183
Secretary	\$28,977
LPN Assistant	\$27,517
RN	\$33,226
Assistant	\$26,170
Food Service	\$16.10/hour

13.5 **Payment Schedule and Options**

Each bargaining member shall be paid by direct payment or direct deposit to any local bank on the basis of either nineteen (19) equal payments (September – June 10) or twenty-four (24) equal payments (September - August) at the bargaining unit member's option. Bargaining unit members employed for more than nine (9) months shall have comparable options. The bargaining unit member shall be paid in the manner indicated by that member at the beginning of the school year. If a regular pay date during school term falls on a day when school is not in session, bargaining unit members shall receive their checks on the last working day prior thereto. During the summer, checks shall be mailed to reach bargaining unit members on the appropriate day.

Summer school teachers and/or assistants will receive payment within ten (10) days following the end of their summer school term.

13.6 **Supplementary Jobs and Coaching Assignments**

The supplementary pay schedule for supplementary jobs and coaching assignments are set forth in Appendix C which is attached to and incorporated to this Agreement.

A. Supplemental pay shall be paid in two (2) installments, one-half (1/2) in December, and the balance in June, unless the employee during the first five (5) school days of the school year, elects to have the supplemental pay added to his/her salary and paid with each regular paycheck. If payment is made for a service that is not performed or will not be performed, the employee shall reimburse the District the

appropriate amount upon demand or in the alternative the Board may deduct said amount from future payments due the employee.

- B. Coaching pay will be included in the next pay period following the completion of the season and coaching responsibilities as outlined by the Athletic Director.

13.7 **Individual and/or Family Major Medical, Health, Dental Insurance and Life Insurance**

The Board will pay ninety-five percent (95%) of an individual premium for major medical, health and dental insurance for each full-time employee. Part-time employees are also eligible for insurance on a prorated basis based on the number of hours worked and subject to the terms and conditions of the district's health insurance carrier. The Board reserves the right to approve the insurance carrier. However, if the Board decides to change the insurance carrier, the intent will be to provide comparable or improved coverage at reduced costs. Prior to making such a decision, the employees will have an opportunity to review the proposed new plan and provide input to the Board for their consideration. One hundred percent (100%) of life insurance premium shall be provided to each employee.

13.8 **Maintenance of Records**

The employees are responsible for keeping their respective service, education, certification and degree records current and accurate.

13.9 **Early Retirement Incentive**

A. **Certified Employees**

Eligibility

To be eligible for any of the following Plans, an employee must have fifteen (15) full-time years of service with Pontiac Community Consolidated School District No. 429 and must meet the following requirements:

1. Be at least sixty (60) years of age by the last day of service in the District;
or
2. Be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teachers' Retirement System by the last day of service in the District.

The District may require proof of eligibility.

Definitions

For purposes of this Article, TRS creditable compensation (earnings) includes (but is not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

Plans

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule, and for the final year of employment the employee's TRS creditable earnings shall be increased by five and one-quarter percent (5.25%) over the employee's TRS creditable earnings for the prior year of employment.

Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by five and one-quarter percent (5.25%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final three (3) years of employment the employee's TRS creditable earnings shall be increased by five and one-quarter percent (5.25%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final four (4) years of employment the employee's TRS creditable earnings shall be increased by five and one-quarter percent (5.25%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Miscellaneous

Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.

If after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Appendix C, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2017-18 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2017-18. Under the employee's retirement plan, he/she would be scheduled to receive \$45,365.00 TRS creditable earnings for the 2018-19 school year (i.e., $\$43,000.00 \times 1.0525 = \$45,257.50$). However, the employee resigns from his/her coaching position before the start of the 2018-19 school year. The employee's TRS creditable earnings for the 2018-19 school year will be \$42,100.00 (i.e., $\$40,000.00 \times 1.0525 = \$42,200.00$) rather than \$45,257.50.

Once an employee meets the threshold eligibility requirements as stated above, the employee must retire by the close of the school year that he/she first gains eligibility. The employee must submit his/her irrevocable letter of resignation/retirement to the Board of Education by May 1 of the school year prior to his/her retirement under the one (1) year plan, or by May 1 two (2) years prior to his/her retirement under the two (2) year plan, or by May 1 three (3) years prior to his/her retirement under the three (3) year plan, or by May 1 four (4) years prior to his/her retirement under the four (4) year plan. AN EMPLOYEE WHO BECOMES ELIGIBLE CANNOT DEFER ELIGIBILITY TO A FUTURE DATE. ELIGIBILITY OCCURS ONLY ONCE. Failure to retire at the close of the school year the employee first gains eligibility will forever foreclose the teacher from the benefits of this Retirement Incentive provision for the remainder of the employee's employment with the District.

In the event 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 or 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 year(s) in which the creditable earnings were paid.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

B. Educational Support Personnel

If a full- or part-time educational service employee who retires from employment under IMRF and after twenty (20) years of service to the district shall be eligible for a salary increase as follows:

One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 one (1) year prior to the year of retirement, the employee will be removed from the salary schedule, and for the final one (1) year of employment the employee's salary shall be increased by five and one-quarter percent (5.25%).

Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final two (2) years of employment the employee's salary shall be increased by five and one-quarter percent (5.25%) over the employee's IMRF creditable earnings for the prior years of employment respectively.

Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final three (3) years of employment the employee's salary shall be increased by five and one-quarter percent (5.25%) over the employee's IMRF creditable earnings for the prior years of employment respectively.

Four Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to May 1 four (4) years prior to the year of retirement, the employee will be removed from the salary schedule, and for the final four (4) years of employment the employee's salary shall be increased by five and one-quarter percent (5.25%) over the employee's IMRF creditable earnings for the prior years of employment respectively.

Notwithstanding the deadline for retirement notification, the Board, in its sole discretion, may grant approval of a request for the Early Retirement Incentive Bonus submitted after May 1 of the year prior to retirement. The decision to

approve or deny requests under this provision shall be final and not subject to the grievance procedure.

13.10 **Extra Duty Compensation**

A. Employees will receive three percent (3%) of the base salary for each twenty (20) minute module of extra duty performed for the year in cafeteria supervision, outside noon supervision, morning bus duty, and patrol supervision. Any student supervisory duties performed between 3:00 p.m. and 3:30 p.m. will not receive compensation and will be assigned on a rotating basis. Employees, who supervise students in the cafeteria or outside during their lunchtime, will also receive an amount equal to the cost of the adult yearly lunch ticket for remuneration for their lunch eaten while performing such duties. If an employee who has extra paid duty is absent due to a pre-planned absence, the employee is responsible for arranging for supervision coverage and will compensate accordingly.

B. **Certified Employee Sub Pay**

Any certified employee removed from his or her regular assignment to temporarily fill the duties of another bargaining unit member shall be compensated at the rate of Fourteen and 00/100 Dollars (\$14.00) per hour.

1. Any special needs employee, including special needs teachers, speech pathologists and social workers, removed from their regularly scheduled duties to fill the duties of another bargaining unit member and has a loss of plan, loss of a thirty (30) minute duty free lunch, or has to rearrange their schedule to make up minutes for students on their caseload shall be compensated at the rate listed in Section 13.10.B.
2. Certified employees will not be removed from their regular duties to cover an extended leave for another certified staff member except in extenuating circumstances. If this occurs, the certified employee shall be compensated at the rate listed in Section 13.10.B.
3. In the event a substitute is unavailable for a classroom teacher and students from that classroom are divided into multiple classrooms, each teacher who obtained students shall be compensated at the rate listed in Section 13.10.B.

C. **Non-Certified Employee Sub Pay**

Any non-certified employee removed from his or her regular assignment to temporarily fill the duties of another bargaining unit member shall be compensated at the rate of Eleven and 00/100 Dollars (\$11.00) per hour. Any non-certified employee removed from his or her regular assignment to temporarily fill the duties of a certified bargaining unit member shall be compensated at the rate of Fourteen and 00/100 Dollars (\$14.00) per hour.

D. The pay rates will be in addition to the employee's regular compensation.

13.11 **Mileage**

Employees, who are required by the administration, who use their own vehicles for school business, shall be paid at the IRS rate. The IRS rate that is in effect at the beginning of each school year will be the rate used for that school year.

13.12 **Perfect Attendance**

A bonus of Three Hundred and 00/100 Dollars (\$300.00) will be given to each employee who has perfect attendance for each full school year when they use zero (0) sick days and zero (0) personal days. The definition of school year is as follows: teachers, assistants, nurses and cooks work nine (9) months; secretaries work ten (10) months; and custodians work twelve (12) months. Perfect attendance excludes the use of professional days, bereavement leave, and for custodians, vacation days. Employees must work all school days and hours as stipulated in the contract and the official school calendar.

13.13 **Additional Assignments**

Certified employees assigned Homebound Instruction, Tutoring and other similar duties requiring certification outside of their regular job assignment shall be compensated at the rate equal to BA step 1 hourly rate on the teacher salary schedule.

Certified or non-certified employees assigned duties which do not require certification outside of their regular job assignment shall be compensated at the rate equal to assistant step 1 hourly rate on the ESP salary schedule.

13.14 **Cash Advancement for First Year Employees**

If the school year begins more than three (3) weeks prior to receiving the first paycheck of the school year, an optional One Thousand and 00/100 Dollars (\$1,000.00) cash advancement will be awarded to new employees on August 25th. Repayment of the cash advance to the District will be spread equally over eight (8) paychecks starting on September 10th and ending with the final paycheck in December. New employees shall email the bookkeeper no later than August 18th with their intent to obtain the cash advancement.

13.15 **Registered Nurse** A Registered Nurse (RN) with a four (4) year degree will be paid as provided in Section 13.1. An RN with less than a four (4) year degree will be paid pursuant to Section 13.4 at the RN rate.

ARTICLE XIV

NEGOTIATION PROCEDURES

- 14.1 The parties shall commence negotiations for a successor agreement on or before May 1, of the year in which this contract expires.
- 14.2 The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.
- 14.3 Except by mutual agreement of the parties, neither fact-finding nor arbitration may be invoked as part of the negotiation procedures.
- 14.4 Each party shall select its own negotiating representatives. The parties agree that their representatives will be authorized to make proposals, consider proposals and make concessions in the course of negotiations. When the negotiators 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 to the Board for official approval. After approval, each party shall receive a signed copy and the Board agrees to provide each bargaining unit member a copy of the approved agreement.
- 14.5 The cost, if any, for the mediator, fact-finder or arbitrator shall be shared equally by the Board and the Association.

ARTICLE XV

MEDIATION PROCEDURES

15.1 Mediation

After all proposals have been discussed and the parties are unable to resolve their differences, either party may declare, in writing, that assistance of a mediator is needed. A written request for advisory mediation by one party shall be considered a joint request for mediation and the other party shall join in the request.

15.2 Mediator Requested

In the event mediation is requested by either party, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. If for any reasons it is not possible for the FMCS to provide a mediator within seven (7) calendar days of the request to it, the parties shall join in a request to the American Arbitration Association to provide a mediator. The mediator shall meet promptly with the parties or their representatives and shall take such steps, as he shall deem appropriate to persuade the parties to resolve their differences and effect an agreement. The mediator shall not, without the consent of both parties, make findings of fact or recommend the terms of settlement. The cost of the mediator shall be shared equally by the Board and the Association.

ARTICLE XVI

EFFECT OF AGREEMENT

16.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

16.2 Savings Clause

If any article, section or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or provision.

16.3 No Strike Provision

The Association hereby agrees not to strike, or engage in, or support or encourage any concerted refusal to render full and complete services in the School District during the term of this Agreement. Any violating employee shall be subject to discipline or discharge as determined by the Board in accord with applicable law.

16.4 No Reprisals

The Board of Education and the Association shall take no reprisals, including, but not limited to any adverse action or discrimination with respect to hiring, discharge, promotion, demotion, transfer, assignment, wages, fringe benefits, (i.e., insurance), hours or any other term or condition of employment, because of the work stoppage from August 26, 1999 to and including August 27, 1999 or because of the employees participation in activities on behalf of, or other conduct related to the work stoppage.

ARTICLE XVII

DURATION AND ACCEPTANCE OF AGREEMENT

17.1 This Agreement shall become effective the 9th day of August, 2021 and shall continue in effect until August 8, 2025.

17.2 This Agreement is signed this 21st day of July 2021.

IN WITNESS THEREOF

FOR THE PONTIAC EDUCATION
ASSOCIATION – 429, IEA/NEA

President

Secretary

IN WITNESS THEREOF

FOR THE BOARD OF EDUCATION
OF PONTIAC COMMUNITY
CONSOLIDATED SCHOOL
DISTRICT NO. 429

President

Secretary

PONTIAC COMMUNITY CONSOLIDATED DISTRICT NO. 429
APPENDIX A
SALARY SCHEDULE 2021-2022

	BA	BA +8	BA +16	BA+24	BA+32	MA	MA +8	MA +16	MA +24	MA +32
1	\$39,674	\$40,964	\$42,254	\$43,546	\$44,832	\$46,322	\$47,810	\$49,295	\$50,784	\$52,273
2	\$41,263	\$42,550	\$43,840	\$45,132	\$46,418	\$47,908	\$49,395	\$50,882	\$52,370	\$53,859
3	\$42,850	\$44,140	\$45,427	\$46,718	\$48,006	\$49,495	\$50,981	\$52,472	\$53,958	\$55,446
4	\$44,434	\$45,727	\$47,014	\$48,304	\$49,593	\$51,082	\$52,569	\$54,057	\$55,544	\$57,033
5	\$46,022	\$47,314	\$48,614	\$49,891	\$51,180	\$52,669	\$54,157	\$55,644	\$57,131	\$58,621
6	\$47,609	\$48,901	\$50,190	\$51,479	\$52,766	\$54,256	\$55,743	\$57,234	\$58,718	\$60,208
7	\$49,194	\$50,487	\$51,777	\$53,067	\$54,354	\$55,844	\$57,331	\$58,818	\$60,304	\$61,793
8	\$50,784	\$52,072	\$53,362	\$54,654	\$55,941	\$57,431	\$58,916	\$60,404	\$61,893	\$63,382
9	\$52,370	\$53,659	\$54,949	\$56,242	\$57,527	\$59,019	\$60,504	\$61,992	\$63,479	\$64,969
10	\$53,958	\$55,248	\$56,536	\$57,827	\$59,116	\$60,604	\$62,091	\$63,579	\$65,066	\$66,554
11	\$55,544	\$56,835	\$58,124	\$59,412	\$60,702	\$62,192	\$63,676	\$65,167	\$66,655	\$68,142
12	\$57,131	\$58,422	\$59,712	\$61,000	\$62,289	\$63,779	\$65,266	\$66,754	\$68,240	\$69,730
13	\$58,718	\$60,010	\$61,299	\$62,587	\$63,877	\$65,365	\$66,853	\$68,341	\$69,827	\$71,318
14				\$67,848	\$69,136	\$69,136	\$69,136	\$69,955	\$71,413	\$72,903
15						\$69,136	\$70,025	\$71,514	\$73,001	\$74,491
16						\$70,126	\$71,613	\$73,100	\$74,589	\$76,078
17						\$71,714	\$73,199	\$74,689	\$76,175	\$77,665
18						\$78,198	\$79,685	\$81,174	\$82,661	\$82,661
20										\$85,736

**APPENDIX B
SALARY SCHEDULES**

2021-2022										Food Serszvice Worker		
Years		Custodian			Secretary			LPN Assistant			Assistant	
1		\$38,183			\$28,977			\$27,517			\$26,170	\$16.10
2-4		\$42,147			\$32,419			\$29,477			\$28,020	\$18.70
5-9		\$43,745			\$33,715			\$31,079			\$29,695	\$18.90
10-19		\$44,505			\$34,476			\$31,808			\$30,455	\$19.61
20+		\$44,812			\$34,783			\$32,100			\$30,762	\$19.90

**APPENDIX C
EXTRA-DUTY SCHEDULES 2021-2025**

2021-2022 Base Salary = \$39,674
2022-2023 Base Salary = \$41,055
2023-2024 Base Salary = \$41,876
2024-2025 Base Salary = \$42,876

POSITION	PERCENT OF BASE
Athletic Director	16%
Golf	2%
Softball	6%
Ass't Softball	3%
Baseball	6%
Ass't Baseball	3%
Cross Country	6%
Girls BB – 5 th	8%
Girls BB – 6 th	8%
Girls BB – 7 th	10%
Girls BB – 8 th	10%
Cheerleading	6%
Scholastic Bowl	4%
Boys BB – 5 th	8%
Boys BB – 6 th	8%
Boys BB – 7 th	10%
Boys BB – 8 th	10%
Wrestling	10%
Volleyball – 5 th	8%
Volleyball – 6 th	8%
Volleyball – 7 th	10%
Volleyball – 8 th	10%
Head Girls Track	10%
Head Boys Track	10%
Ass't Track Coaches	5%
5 th – 8 th Fall Intramural BB	3%
5 th – 6 th Fall Intramural BB	3%
5 th – 6 th Girls Intramural Volleyball	3%
5 th – 6 th Tournament BB	4%
Deans	12%
Lead Teachers	6%
Building Referral Coordinator	3%
Band Director	8%
Choral Director	5%
Student Council	4%
Builder's Club	3%

Science Club	3%
Newspaper	3%
Yearbook	3%
Math Team/Club	3%
Save Club	3%
Art Club	3%
Makers Club (STEAM)	3%
Robotics Club	3%
First Lego League	6%
Book Club	1.5%
CPI Trainer	1.5%
Mentoring Program Coordinators	2% per person (cap of 3 persons)
Extra Duty Compensation (per 13.10)	3% per 20 minute module

