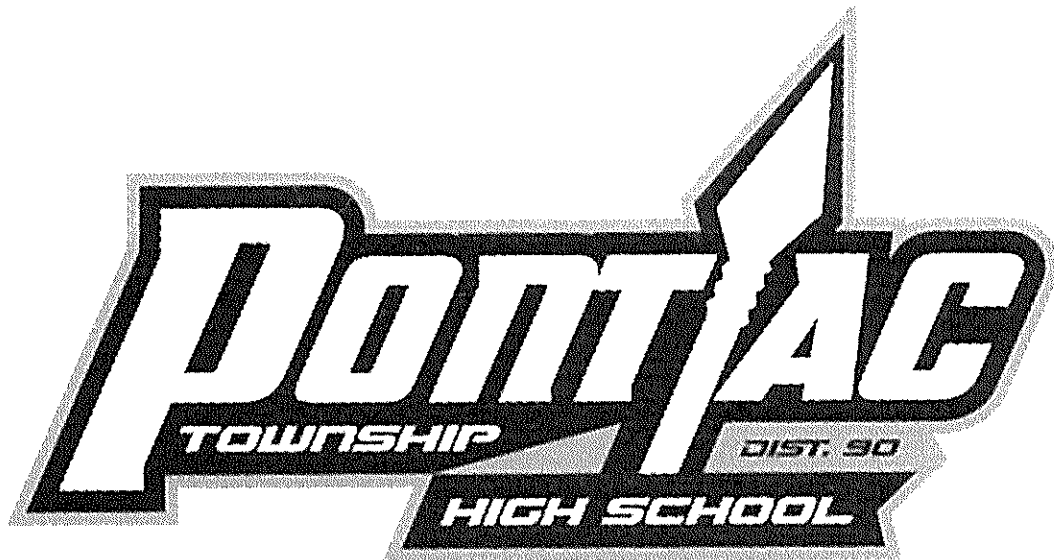


Negotiated Agreement

2024-25 2025-26 2026-27 2027-28



Pontiac Township High School District 90

And

Pontiac Education Association

Effective August 12, 2024

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**AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
OF
PONTIAC TOWNSHIP HIGH SCHOOL
DISTRICT NO. 90
AND
THE PONTIAC EDUCATION ASSOCIATION**

PREAMBLE

The Board of Education of Pontiac Township High School District No. 90 and the Pontiac Education Association recognize the common goal of providing the best educational program possible for the students of this District.

The Board and the Association acknowledge that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the Administration, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in positive negotiations, contained within the scope of this agreement, leading to quality education for the youth of the District.

Both parties recognize that a code of ethics is important in harmonious relations. Therefore, the Association chooses to operate under the Code of Ethics of the Illinois Education Association and the Board of Education chooses to operate under the Code of Ethics of the Illinois Association of School Boards.

The parties agree that the Preamble is philosophical in nature and thus difficult to define; therefore, it is agreed by the parties that said Preamble is nongrievable and is to be ignored by an arbitrator.

**ARTICLE I
RECOGNITION**

- A. The Board of Education of Pontiac Township High School District No. 90, Livingston County, Illinois, hereinafter referred to as the "Board" hereby recognizes the Pontiac Education Association, District No. 90, hereinafter referred to as the "Association", as the exclusive and sole negotiating agent for all full-time and part-time regularly employed certified teaching personnel, except the superintendent, principal, career center director, and assistant principal. Part-time personnel shall be included in the bargaining unit and shall be subject to the terms and conditions of this agreement, but shall have their salaries and fringe benefits based on their fractionalized employment status. In order for a part-time Employee to qualify for health insurance benefits, he/she must work a minimum of thirty (30) hours per week.
- B. The term "teacher" when used hereinafter in this agreement shall refer to all Employees of District No. 90 represented by the Association in the negotiation unit as determined in paragraph "A".
- C. The Board agrees not to enter into formal negotiations which culminate in a written agreement with any teachers' organization other than the Association for the duration of the Agreement.

**ARTICLE II
DEFINITION OF RESPONSIBILITIES AND RIGHTS**

- A. The Association agrees that the Board retains and reserves unto itself all powers and duties conferred upon and vested in by the statutes of the State of Illinois. Both parties

agree that, except as expressly provided otherwise by the Agreement and the determination and administration of school policies and regulations, the operation of the schools and the direction of Employees are vested exclusively in the Board and its designated representatives.

- B. The Board agrees to participate in negotiations with District 90 Employees who are duly designated District 90 Education Association representatives, so long as the Association is in compliance with the Agreement.
- C. Both parties agree that it is their mutual responsibility to meet at reasonable times and negotiate in a professional manner. Good faith negotiations are a sincere consideration of proposals but do not mean a concession by either party.
- D. The Board agrees that the Association and its District 90 representatives have the right to use school facilities for meetings in accordance with Board Policy, to use the Office Work Room bulletin board to post notices, to use the regular in-school mail service for communications to teachers, and to transact official Association business on school property in an area and at a time approved by the Administration.
- E. The Board agrees to make available an agenda and official minutes of all Board meetings and to make available to the Association in response to written requests annual financial audits and reports, a tentative budget and other financial data which are prepared in the usual course of school business. Any additional data or reports requiring administrative time shall be at Association expense at a fixed hourly rate.
- F. No information regarding negotiations will be released without the mutual agreement of the Board and the Association. If an impasse still exists after the mediation step of negotiations, either party may initiate the public posting process as provided in the Illinois Educational Labor Relations Act.

ARTICLE III NEGOTIATIONS PROCEDURES

- A. The parties shall commence bargaining for a successor Agreement no earlier than April 15 unless otherwise agreed to by the parties.
- B. It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties may commence discussion as to a replacement.
- C. During negotiations, tentatively agreed upon materials shall be prepared by the Board of Education for the Board and the Association and signed prior to the adjournment of the meeting at which such agreement was reached or shall be presented as the first item of business at the next meeting. Any tentative agreement is considered tentative until ratification by the Association and adoption by the Board of Education.
- D. It is the mutual responsibility of both the Board and the Association to confer upon their representatives the necessary power and authority to make and discuss proposals, make counterproposals in the course of negotiations, and to reach common concerns; provided however, such authority shall not be construed as acceptance, tentative or otherwise, of any such proposal by the Board. Either party may request of the other to substantiate any statistics and requests presented as exhibits. It is agreed that mutual sharing of information available will be the general policy under which both parties operate. Either party will be allowed a reasonable time to examine exhibits or requests presented and to record and prepare its own information or requests. A request for fact gathering shall be at the expense of the party making the request.
- E. When the Association and Board reach tentative agreement on all matters being negotiated, the items will be reduced to one document and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
- F. The costs, if any, for the mediator shall be equally shared by the Board and the Association.
- G. The Pontiac Education 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 or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the school during the term of this agreement.

**ARTICLE IV
TEACHER EVALUATION**

- A. Purpose: The parties agree that the primary objective of Employee evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all Employees based on an evaluation process that includes constructive dialog between the Employee and the evaluator.
- B. The Association recognizes the right, duty, and responsibility of the Employer to make periodic evaluations of the performance of Employees. The Principal or designated administrator, employed as an administrator under an administrative contract, shall be responsible for the formal evaluation of all Employees. Prior to the utilization of an external evaluation consultant, the teacher being evaluated and the Association shall be consulted.
- C. Members of the Employer's administrative staff shall offer assistance to the Employee in an attempt to improve the quality of performance and to eliminate the deficiencies noted in the written evaluation. It is the responsibility of the teacher to correct deficiencies noted by the evaluator.
- D. All non-tenured teachers in the district will be formally evaluated at least twice per school year.
- E. Each tenured teacher shall be formally evaluated at least once in the course of every three school years by a "qualified administrator" who is regularly employed by the District. Each tenured teacher shall be informally observed at least once in the course of the two school years following the receipt of the teacher's prior rating. Any tenured teacher whose performance is rated as either "Needs Improvement" or "Unsatisfactory" shall be evaluated at least once in the school year following receipt of such evaluation.
- F. Each evaluation shall include personal observations as provided by State Board regulations in the classroom by an administrator. A formal observation may extend over more than one (1) day. The teacher shall receive verbal and written feedback regarding the results of observations. Teachers shall receive notice of formal observations. All informal observations may be unannounced.
- G. Each evaluation shall include the professional practice components as provided in State Board regulations and shall describe the teacher's strengths and weaknesses and shall include the following:
 - 1. Planning and Preparation
 - 2. Classroom Environment
 - 3. Instruction
 - 4. Professional Responsibilities-
- H. Each section of the evaluation instrument shall require a summative reading of "EXCELLENT", "PROFICIENT", or "NEEDS IMPROVEMENT" OR "UNSATISFACTORY".
- I. Following the completion of the final classroom observation and finalizing of the evaluation instrument, a conference will be held with the Employee. The conference will be scheduled as soon as practicable after the evaluation is complete, but not more than ten (10) school days following the final classroom observation. The Employee may have the conference extended so as to provide additional time to review the completed evaluation. The Employee shall be furnished with a copy of the written evaluation, and a copy shall be placed in said Employee's personnel file. The Employee shall sign the copies of the

evaluation. Signature by the Employee signifies receipt of the document and not necessarily agreement or disagreement with its contents. The Employee may include a written statement which will be attached to the final evaluation.

J. Needs Improvement Evaluations. Within thirty (30) school days after the completion of any evaluation rating a tenured teacher as "Needs Improvement", the evaluator shall develop, in consultation with the teacher and taking into account the teacher's on-going professional responsibilities, including his or her regular teaching assignments, a professional development plan directed to the areas that need improvement and any supports the District will provide to address the areas identified as needing improvement.

K. Unsatisfactory Evaluations: Within thirty (30) school days following a written evaluation of a tenured teacher resulting in a rating of "Unsatisfactory", a remediation plan will be designed to correct the area(s) identified as unsatisfactory or needs improvement, provided the deficiencies are deemed remediable. The remediation plan shall provide for ninety (90) school days of remediation in the classroom and shall provide for the following:

1. Mid-point and final evaluations and ratings conducted by a qualified administrator;
2. Following the final evaluation, an Employee who successfully completes the one-year remediation plan by receiving a "Proficient" or better rating will be reinstated to a schedule of evaluations as set forth in the District's evaluation plan or recommended to the Board of Education for dismissal if the final rating results in an unsuccessful completion of the remediation plan.

3. Participants in the remediation plan:

- a. Participants in the remediation plan shall include the Employee deemed unsatisfactory, a qualified administrator, and a consulting teacher. Other personnel may be included in the plan to assist in correcting areas identified as unsatisfactory.
- b. The participation of the consulting teacher shall be voluntary.
- c. The consulting teacher shall be one who has received a rating of "Excellent" on his/her most recent evaluation in the area of deficiency identified, has a minimum of five (5) years' experience in teaching, and has knowledge relevant to the assignment of the teacher under remediation.

The consulting teacher shall be chosen from a list developed and supplied by the Association, which shall contain at least five qualified teachers. When no names are available, or if the names are not acceptable to the parties involved in the remediation plan, the district shall request that the Regional Superintendent supply a consulting teacher who meets the requirements of this section.

- d. The consulting teacher shall be provided with released time to plan and meet with the said teacher being remediated.
- e. The consulting teacher and the administrator shall confer regarding the specific components of the remediation plan. The consulting teacher shall provide advice to the Employee rated as unsatisfactory on how to improve teaching skills and to successfully complete the remediation plan. The remediation plan shall be amended as necessary during the remediation period.
- f. The consulting teacher shall not participate in any of the required evaluations, nor be engaged to evaluate the performance of the Employee under remediation.

- L. Each Employee shall be provided with a description of his/her duties and responsibilities as well as the standards of performance adopted by the District.
- M. Only the procedures specifically identified in this Article are subject to the provisions of the grievance procedure. Standards of instruction, the evaluation instrument, evaluative criteria, and administrative procedures relative to evaluation shall not be grievable and will be maintained as a Board prerogative.
- N. In the event legislation is enacted during the term of this Agreement which would require changes in the procedures set forth in this Article or the parties determine there is a need for changes to the evaluation tool, the parties will meet and incorporate any necessary changes into the Evaluation Plan, this Article and/or a mutually agreeable Memorandum of Understanding. Any changes will be reported to the teaching staff.

**ARTICLE V
EMPLOYEE DISCIPLINE**

For remediable offenses of tenured teachers, the Board shall follow the practice of progressive discipline. Except for the dismissal of teachers or teacher evaluation, no tenured teacher shall have disciplinary action (written warning, suspension) taken against him/her except for cause.

Disciplinary action will be progressive and, except for gross misconduct, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case:

1. Verbal Warning
2. Written Warning
3. One (1) to five (5) day suspension (with or without pay)
4. Discharge for cause

In steps three (3) and four (4), the Employee may request to have a representative of the Association present during any discussion pursuant to these stages of discipline.

The Superintendent may suspend an Employee with pay as a non-disciplinary measure pending an investigation into alleged misconduct by the employee.

A copy of any written disciplinary action shall not be placed in the Employee's personnel file without first giving the Employee a copy of the written disciplinary action. The Employee may place a written response to such disciplinary action in his/her personnel file.

**ARTICLE VI
GRIEVANCE PROCEDURE**

- A. **Definition:** A grievance is a claim by a teacher or the Association that there has been a violation, misinterpretation, or misapplication of any of the articles of the Agreement.
- B. **Purpose:** The primary purpose of this procedure is to secure at the lowest possible level equitable solutions to the grievance of the teacher. Subject to all applicable laws except as necessary for the purpose of implementing this section, both the Administration and the teacher agree that grievance proceedings shall be kept informal and confidential at all levels of the procedure. Nothing contained herein shall be construed as limiting the right to any certified teacher having a grievance to discuss the matter informally with any appropriate member of the Administration provided he/she uses prescribed channels.
- C. **Subject Matter:** Only one (1) subject matter shall be covered in any one (1) grievance. A written grievance, at Levels Two and beyond, shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific section of the Agreement alleged to have been violated, the signature of the grievant, and the date submitted.

- D. **Structure:** The Pontiac Education Association shall direct the Welfare Committee to process teacher grievances presented by a member of the Association. This Welfare Committee shall constitute an advisory group of the Association. The Committee shall determine in accordance with the procedure set forth herein, whether, in the opinion of such Committee, a grievance brought to it by the Association member is or is not deserving of action.
- E. **Procedure:** It is important that grievances be processed as rapidly as possible. The number of days indicated at each level will be considered maximum and every effort should be made to expedite the process. However, when mutually agreed upon by the Administration and the teacher involved, the indicated time limits may be extended, or will be extended, if either is incapacitated. "School days" as used herein shall mean days when the School District Office is open for business. Grievances shall be initiated within ten (10) school days of the alleged violation, or knowledge of such occurrence. Except for circumstances beyond the control of the parties, grievances shall be determined within thirty (30) days of initiating the grievance. Grievances shall only apply to the current school year. School year, for this section, shall be defined as the school fiscal year (July 1 - June 30).

A written report stating the decision or disposition of the grievance and the basis therefore shall be reduced to writing and a record kept at levels two, three, and four and shall accompany the grievance.

Level One: With the objective of resolving the matter informally, the teacher shall discuss the matter with his/her immediate supervisor. The immediate supervisor shall be the Principal or LACC Director.

Level Two: In the event the grievance is not satisfactorily resolved at level one, the teacher may present the grievance in writing to the immediate supervisor who will arrange for a meeting to take place within five (5) school days after receipt of the grievance. The meeting may include the Association representative, the teacher, the immediate supervisor, and a recording secretary. The supervisor shall render a written answer to the grievance, including the reasons for the decision, to the teacher within five (5) school days after the meeting.

Level Three: If the grievance is not resolved at level two, the grievant shall refer the grievance to the Superintendent within five (5) school days after the receipt of a written response to the grievance at the level two meeting. Within five (5) school days after the grievance has been referred in writing to the Superintendent, the grievant, the Association's representative, the Superintendent, and a recording secretary will meet in an attempt to resolve the grievance. Upon the conclusion of this meeting, the Superintendent shall provide a written decision, including the reasons, to the grievant within five (5) school days.

Level Four: If the grievant is not satisfied with the decision at level three, the grievant may request a closed meeting before the full Board of Education at the next regularly scheduled meeting. Each party shall have the right to include in its presentation such witnesses, counselors and documents as deemed necessary to develop the facts pertinent to the grievance. The Board of Education's decision, including reasons, shall be sent to the grievant and Superintendent within five (5) school days after the meeting.

Arbitration: If a satisfactory settlement is not reached at Level Four, the Association must notify the President of the Board of Education in writing within twenty (20) school days that they intend to process the grievance to arbitration. Upon receipt of such notice, the American Arbitration Association shall be contacted for said arbitration services. Both parties agree that this process shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association which shall act as the administrator of the proceedings.

The number of school days referred to in this section shall be considered as maximum unless extended by mutual agreement.

The arbitrator selected or appointed shall meet with the parties at a mutually agreeable date to review the evidence and hear testimony relating to the grievance. Upon completion of this review and hearing, the arbitrator shall render a written decision to both the Board of Education and the Association which shall be binding upon both parties.

Both parties shall share equally the cost and expenses of the arbitration proceedings, including transcript fees and fees of the arbitrator (if applicable). Each party, however, shall bear its own costs for witnesses and representation by counsel (if applicable).

The decision of the arbitrator shall be limited to the subject matter of the grievance and shall be restricted solely to interpretation of the Agreement in the areas where the alleged breach occurred. The arbitrator shall not modify, add, or delete from the express terms of the Agreement.

Past grievances may not be filed under the provisions of this procedure and all grievances filed which bear a filing date which precedes or is the same as the expiration date of this contract must be processed to conclusion under the terms of this procedure.

ARTICLE VII LEAVES

- A. **Sick Leave:** The Board of Education shall grant full-time teachers sick leave provisions to the amount of eleven (11) days at full pay during the school term in each school year. Certified staff members who have completed (10) years of service in the District shall be entitled to fifteen (15) days of sick leave per year. Certified staff members who have completed twenty years of service in the District shall be entitled to twenty (20) days of sick leave per year. If any such teacher does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum of four hundred (400) days.

Teachers shall be paid for unused sick days which are not submitted to TRS at the time of retirement at the rate of \$50.00 per day, up to a maximum of 60 days. Payment for such days shall be made in a lump sum payment not less than 30 days after the teacher's last paycheck for earnings in the District

Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household. Immediate family or household for the purpose of this Section shall include: father, mother, sister, brother, spouse, child, or grandchild related by blood, marriage, or adoption, grandfather, grandmother, father/mother-in-law, brother/sister-in-law, aunt, uncle, niece/nephew, and legal guardians. Sick leave may also be used for medical and dental appointments for an Employee or a member of the household. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care.

The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or after thirty (30) days in the case of the birth of a child, or as it may deem necessary in other cases.

Sick leave may be approved increments full, half and quarter days as needed and appropriate.

- B. **Bereavement Leave:** 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 and funeral rites, funeral attendance, travel, selling a decedent's property, etc. These days are not deducted from the Employee's sick leave and do not accumulate.
- C. **Leaves of Absence:** Leave of absence without pay may be granted to tenured Employees who have rendered five (5) years of satisfactory service to the District and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the District as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenure teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave is desired, subject to approval by the Board.

2. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
3. Leaves of less than one month, if acceptable to and approved by the administration, will neither require Board approval nor three month notice.
4. Leaves may be granted for:
 - a. Advanced study leading to a degree at an approved university;
 - b. Maternity;
 - c. Other reasons approved by the Board which will improve the educational program in the District;
 - d. Or personal reasons requiring an extended leave as approved by the board.
5. Employees on such leave may continue insurance benefits if they reimburse the District for any pro-rata costs of benefits for which they apply.
6. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least one hundred twenty (120) days in any given school year in which a leave is effective.
7. Tenured teachers who are granted a leave of absence shall retain all tenure rights and seniority upon return.
8. If the employee has not notified the Superintendent of his/her intent to return for the following school year by February 15, the Superintendent may contact the employee to inquire whether or not the employee will return.

D. Maternity Leave: Full-time teachers who are pregnant or adopting and wish to apply for maternity leave of absence shall make written application for leave with the Superintendent no later than sixty (60) days prior to the date that the leave is to commence. The sixty (60) day notification will be waived in the case of adoption; however, the administration must be informed of the pending adoption. Both parties recognize the unpredictable time frame in the adoption process. The leave of absence shall be for a fixed period, mutually agreed upon by the teacher and the Superintendent, but not to exceed one (1) calendar year in duration. Final disposition of the teacher's request shall be determined by the Board of Education.

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability, and the teacher may use sick leave days to the extent that they are available. Excessive teacher sick leave absence prior to the maternity leave commencing may indicate an extended disability. A physical by the attending physician during the pregnancy, at the District's expense, may be required of the teacher in order to substantiate her ability to continue to teach.

Sick leave benefits in relation to pregnancy leave shall be subject to the following:

1. A teacher who has applied for and been granted a maternity leave may use sick leave benefits for maternity-based disability to the extent that they are available to said teacher. When a teacher exhausts available sick leave, the teacher shall be docked one (1) day's pay for each day of absence due to maternity-based disability (except when the teacher accesses the Sick Leave Bank in accordance with Article VII, Section I, Paragraph 1).
2. A teacher who has applied for and been granted a maternity leave may elect to take said leave as an unpaid leave of absence without using available sick leave days.
3. A teacher who has applied for and been granted a maternity leave may use a combination of available sick leave days and an unpaid leave of absence. Prior approval and arrangement of said combination must be made with the Superintendent.

Full-time teachers who are granted maternity leave shall retain all rights and seniority upon return subject to such provisions elsewhere in this Agreement.

At the conclusion of the maternity leave of absence, the teacher may be required to provide a physician's statement indicating said teacher's fitness to resume employment in the District.

Upon returning from maternity leave of absence, the teacher shall be provided with a teaching position for which said teacher is qualified.

- E. **Jury Duty Leave:** The Board shall pay the regular salary to teachers called for jury duty. Said teacher shall pay to the Board any compensation received for such duty with the exception of compensation received for travel allowance. In order for the Employee to receive their regular salary, the Employee shall notify the Superintendent of such expenses. Such notification, with proper verification, shall be given the Superintendent within five (5) days of the date certified on the Employee's reimbursement check for jury duty.
- F. **Professional Conference Leave:** Each teacher may use two (2) professional days in addition to those requested by the administration per year to attend a workshop or professional meeting in the teacher's field. Written request must be given the Superintendent at least five (5) days prior to the scheduled meeting. Additional conference days may be approved at the discretion of the Superintendent.

The Board may grant an additional professional day to sponsors of co-curricular activities where the individual's presence is needed for supervision of participants or instructional activities.

The District shall reimburse the teacher who drives for his/her mileage to and from the meetings. Annually, on July 1, the mileage rate shall be adjusted to reflect the current IRS rate. Mileage will be calculated from Pontiac to the meeting site or from the teacher's home to the meeting site, whichever mileage total is the shorter distance. In case of more than one teacher attending a workshop, the District shall only be responsible for mileage costs of one automobile. The District shall also reimburse the teacher(s) up to \$30.00 for receipted meal expenses daily, the cost of lodging, and registration fees. No more than two (2) teachers may be granted professional leave for the same day unless approved by the Superintendent.

- G. **Association Leave:** In the event that the Association desires to send representatives to regional, state, or national conferences, this representative shall be excused without loss of salary providing the Association reimburses the District for the cost of substitute(s). Not more than four (4) days in any school year will be used for such purposes. A written request for leave shall be submitted to the Administrator at least one week prior to the date said leave is to commence.
- H. **Personal Leave:** Teachers shall have two (2) personal leave days per year. Personal leave shall be defined as a matter that can be attended to only during the regular school day. All personal leave shall be arranged at least five (5) school days in advance with the Superintendent or his/her designee. In case of an emergency, the five (5) day advance notice requirement may be waived by the Superintendent. Personal leave will not be granted during the first or last three (3) days of the semester, on school improvement days, or on teacher institute days unless an emergency or special situation exists or because of the inability of the building administration to provide adequate instruction for the teacher's students. In the event that adequate substitutes are unavailable, every reasonable effort will be made to inform the affected teachers as far in advance as possible that their requests cannot be fulfilled on the original date requested. Exceptions may be granted by the Superintendent if an emergency or special situation exists and is verified in writing within five (5) school days after the event. Personal leave days may be used for the practice of individual religious preferences. Personal leave days not taken shall be carried over to the next year as personal business leave days, so that a teacher may have a maximum of five (5) personal days to use in one year. Unused personal leave days in excess of five (5) shall accumulate as sick leave at the beginning of the following school year. The decision by the Superintendent or his/her designee to approve or deny the use of such personal leave is final and said decision is not subject to the grievance procedure.
- I. **Sick Leave Bank:** By mutual agreement of the Superintendent and Association Sick Bank Committee (herein ASBC), Employees periodically will be asked voluntarily to transfer one (1) day of their accumulated sick leave to a special sick leave bank to be

administered by the Association (a committee of 3 current association members) with the following:

1. Withdrawal of days from the sick leave bank shall be for serious illness on the part of the Employee or family member living within the household only. It shall not be applicable to any disability of the Employee or family member living within the household related to maternity leave (with the exception of serious complications that threaten the safety of the mother and/or child), or medical procedures which could safely be deferred until a vacation, recess, or other non-work day(s) or hour(s).
2. In order for a participating Employee to withdraw from the Sick Leave Bank, a period of one (1) workday must pass following the exhaustion of the Employee's accumulated sick leave. Once this condition has been met the Employee may make an application to utilize days from the Sick Leave Bank in full-day units. Such a request shall be submitted in writing to the ASBC committee with a copy given to the Superintendent and shall be accompanied by a doctor's verification as proof of need.
3. Within five (5) workdays after receipt of the request, the ASBC shall determine if the requested day(s) should be approved, provided there are sufficient days available in the Sick Leave Bank.
4. If the requested day(s) from the Sick Leave Bank are approved, the ASBC will notify the Superintendent in writing of the name of the Employee and the number of days that are approved from the Sick Leave Bank. The Employee submitting such request will be advised, in writing, by the Association if the requested days are approved or are not approved. A copy of this notice will be given to the Superintendent.
5. Each first-year Employee is automatically a participating member of the Sick Leave Bank for the first year of employment. After the first year of employment, to remain a participating member of the Bank, Employees must donate one sick leave day to the Bank. Non-tenured full- and part-time Employees who are participating members of the Bank may withdraw a maximum of ten (10) days per year from the Bank. Tenured Employees who are participating members of the Bank may withdraw an additional ten (10) days per creditable year of service with the District to a maximum of fifty (50) approved days for their personal illness or disability (maximum of 25 days for a family member living within the household). Continuously enrolled Employees will contribute a total of five (5) days to qualify for the maximum withdrawal of fifty (50) days. Employees who have exhausted their fifty (50) day maximum will begin with ten (10) days per year of continuous membership in the Bank following the use of their maximum benefit. Employees who elect not to continue membership in the Bank, but elect to continue membership in a future year, shall be entitled to ten (10) days for each year of continuous membership following their re-enrollment.
6. An Employee who is eligible to receive disability benefits under the Illinois Workers' Compensation Act or who is eligible to receive disability benefits with the Illinois Teachers' Retirement System shall not be eligible to receive compensation through the Sick Leave Bank for the same days applicable to Workers' Compensation or TRS.
7. Days remaining in the Sick Leave Bank at the end of one fiscal year will be carried over to the next fiscal year.
8. Whenever the Bank day accumulation falls below two hundred (200) days, an assessment of one (1) day may be taken from each Employee who has not yet contributed a total of five (5) days unless he/she notifies the District that they wish to be a non-participant in the Bank. Employees who do not have any accumulated sick leave days at the time of the automatic assessment and wish to continue membership in the Bank shall be assessed one day when he/she gains additional sick leave.
9. At no time may more days be withdrawn from the Bank than have been contributed by the Employees to the Sick Leave Bank.

**ARTICLE VIII
WORK DAY**

- A. A normal teaching load is defined as six (6) duty periods and two (2) preparation periods in an eight (8) period day.
- B. Any teacher who covers a class for another teacher or attends an IEP, forfeiting a preparation period, shall be compensated at the rate of \$30.00/class period equal to an eight (8) period day (\$60/block class period). In lieu of such payment, the teacher may elect to earn credit toward an additional personal leave day, with each period counting as one-fifth personal leave day credit. The use of any additional personal leave day shall be subject to all of the restrictions set forth in Article VII Section H. Such substitution shall be arranged by the appropriate administrator. Payments will be made on the first pay period in December and the first pay period in June of each year.
- C. A staff member who is assigned to a teaching load beyond six (6) assignments shall be compensated \$2000.00 for each overload per semester.

Independent Study Assignments: Any staff member who agrees to teach an independent study class shall be compensated in the amount of two and one-half percent (2.5%) of the base per semester. These classes shall be initiated pursuant to the administrative policy governing Independent Study Courses.

A staff member who is assigned to a teaching load of five or more different preparations during one semester shall be compensated in the amount of two and one-half percent (2.5%) of the base per semester. A preparation is defined as a course of study for at least one semester. The following departments are exempt from the teaching load provisions of this section: Special Education, Physical Education, Agriculture and Music.

- D. The Board recognizes the increasing requirements imposed on staff due to Special Education regulations. The attendance by staff at IEP, MDC, and "504" staffings create additional responsibilities for some Employees. Non-case manager Employees shall receive a stipend of \$25.00 per staffing, in excess of five, where the staffing occurs at a time outside of the recognized school day and their attendance is required. When possible, IEP and MDC staffings will be held during the Employee's workday. Payments will be made on the first pay period in December and the first pay period in June of each year.
- E. Required evening meetings for the entire staff shall be limited to one (1) per semester, with one full day of release time for each 5 clock hours of PTHS evening activities which are scheduled.

Evening attendance at the Freshman Orientation shall be required of all department heads and Guidance Counselors. Coaches and activity sponsors are encouraged to attend or have representatives present at Freshmen Orientation.

**ARTICLE IX
COMPENSATION AND RELATED PROVISIONS**

- A. Employees covered by this Agreement shall receive compensation pursuant to the provisions set forth in Appendix A (salary schedule) and Appendix B (co-curricular salaries) which shall be attached to and made part of this Agreement. Nothing contained in this Article, or any other provision of this Agreement, shall be construed as a guarantee of days or hours of employment for those assignments identified in Appendix B (co-curricular salaries).
- B. Such compensation is based on one hundred and eighty (180) normal scheduled workdays. No deduction shall be made from the compensation of an Employee on account of any legal or special holiday.
- C. The salary schedule in Appendix A and co-curricular salaries in Appendix B includes the tax sheltered pension contributions required and payable to the Illinois Teacher Retirement System. (Ill. Pension Code, Section 16-152 and Section 16-133.1)
- D. The Board of Education will pay the individual Employee's health insurance premium for the duration of this Agreement. In addition, the Board shall pay the individual Employee's premium for dental insurance for the duration of this agreement.

Employees who submit a written election, no later than September 1 of each year, not to participate in the District's health insurance program shall receive an additional \$2000 as salary for that year. Provided, however, that under no circumstances shall such payment cause the employee's total creditable earnings for that year to increase by more than 6% over the previous year.

This provision shall only apply to teachers who are receiving the additional salary during the 2023-2024 school year. No teacher who is not already receiving this during the 2023-2024 school year shall be eligible to receive it thereafter.

- E. The Board of Education will reimburse any teacher at \$200.00 per credit hour for undergraduate level courses which do not advance the teacher on the salary schedule when that teacher is required to obtain additional college credits as directed by the Board or Superintendent and the teacher earns a "B" or better grade in such course. If a teacher receives a stipend, scholarship, grant, tuition waiver, etc., covering all or part of the tuition, the teacher can receive reimbursement from the Board and the outside source which is no greater than the per credit hour reimbursement identified above.

The Board of Education will reimburse any teacher at the rate of \$200.00 per credit hour provided the teacher earns a "B" or better, subject to the following:

1. The course(s) taken must receive prior approval, in writing, from the Superintendent; and
2. The course(s) shall be in the Employee's teaching field, constitutes fulfillment of the requirements for a Master's Degree, or deals with teaching theories and practices or educational techniques and theories.
3. The course(s) shall be taken at an accredited college or university and shall be at the graduate level; and
4. The teacher provides an official transcript to the district office following completion of the coursework. In order to process tuition reimbursement a grade slip and tuition payment receipt from said college or university must be provided to the district office no later than October 1st or February 1st of any year. Approved credits earned during the fall semester shall be reimbursed following the February 1st date. Approved credits earned during the spring and summer semesters shall be reimbursed following the October 1st date.
5. The teacher must be under contract and teaching in the district in order to access the above.

Tuition reimbursement will be limited to a maximum of nine (9) semester credit hours per school year per teacher. If a teacher receives a stipend, scholarship, grant, tuition waiver, etc., covering all or part of the tuition, the teacher can receive reimbursement from the Board and the outside source which is no greater than the per credit hour reimbursement identified above. If the Employee's course request is denied, the teacher may bring the request to the Board of Education for review and decision.

- F. Teachers will be paid by direct deposit to any bank on the 5th and 20th of each month in twenty-four (24) equal installments. If either of these days falls on a weekend or during a holiday, excluding winter break, the teachers will be paid on the last working day preceding the above dates. During the school year, payment records will be distributed to the teachers on or before the pay date. During the summer, teachers may have their payment record mailed to their home so it is postmarked on or before the pay-date.
- G. In order for a teacher to advance a vertical step on the salary schedule, the teacher must work at least one hundred twenty (120) days in any specific school year.
- H. Teachers taking courses for advancement on the salary schedule must obtain pre-approval of the course(s) from the Superintendent. Pre-Master's Degree graduate level coursework must be part of an approved Master's Degree program from an accredited university. Graduate level courses that are unrelated to a Master's Degree program may be approved only for the purpose of promoting individual or departmental professional growth, and any credits earned for such courses shall be held and applied to advancement on the salary schedule only after the Master's Degree is earned. Credit for advancement on the salary schedule will be granted for approved courses that are successfully completed with a "B" or better grade.

- I. A teacher who meets the eligibility requirements may elect early retirement in accordance with this program.

1. Eligibility

- a. In accordance with the Illinois Teacher Retirement System, the teacher shall be at least fifty-five (55) years of age within six (6) months of his/her last day of service. In addition, the teacher shall have twenty (20) or more years of credible service with TRS.
 - b. The teacher shall have ten (10) years or more of full-time certified employment with the District. Service shall be measured as the last day of employment prior to retirement.
 - c. The teacher has not received prior increase in TRS creditable earnings in any of the three (3) years preceding the initial school year for which program benefits are sought which could cause the District to pay a penalty to TRS if the teacher retires at any time after giving notice of retirement.

2. Notice

An eligible teacher must give written notice to the Superintendent of his/her intent to retire no later than the last day of the school year preceding the initial school year for which program benefits are sought. At the time of notice of retirement is given, the teacher shall submit a TRS statement of benefit or other TRS documentation confirming the teacher's total years of service and creditable earnings.

Whenever an employee is first eligible to retire at full retirement without reduction, he or she must retire by the end of the school year in which he or she first gains eligibility. Failure to retire at the end of the year in which he or she first gains eligibility will forever foreclose the employee from the benefits of this incentive for the remainder of the employee's employment with the District. An employee who is less than sixty (60) years of age, but who has thirty-five (35) years of creditable service cannot defer eligibility until he or she reaches the age of sixty (60). Eligibility occurs only once. In the event the date when an employee is first eligible to retire without an ERO cost is postponed due to circumstances beyond the employee's control (such as the use of accumulated sick leave which could have been used as service credit) after the employee has submitted his or her irrevocable letter of retirement, the Board and the employee may mutually agree to postpone the retirement date in order to avoid an ERO penalty to the Board.

Any retirement under this program must be effective at the end of a school term (i.e., the last day of teacher attendance.)

Once written notice is given in accordance with this program, a teacher's retirement election shall be considered irrevocable and shall constitute a resignation of employment upon which the District will rely for personnel and financial planning, except in the case of the death or permanent disability of the spouse of the retiree prior to the date of retirement. In such case, the teacher may revoke the retirement notice by written communication to the Superintendent. The teacher shall then repay all additional compensation/benefits payable under this program, less such additional compensation (e.g. salary schedule increases) which the teacher would otherwise have received had no retirement election been made.

3. Benefits

During the first school year and subsequent years of receiving benefits under this program, the teacher shall not be paid in accordance with the salary and extra duty schedule and, in exchange shall receive a six percent (6%) increase in creditable earnings over the prior year's creditable earnings. Creditable earnings, for the purpose of this program are defined as the total TRS creditable earnings from the teachers' salary as set forth in Appendix A and Appendix B exclusive of "Additional Extra Duty Compensation" (hereinafter referred to as "Program Creditable Earnings").

- a. The teacher will remain "off schedule" and receive a six percent (6%) increase in Program Creditable Earnings for each year, up to four (4) years. Four-year notice, six percent (6%) for four (4) years, Three-year notice, six percent (6%) for three (3) years, Two-year notice, six percent (6%) for two (2) years, One-year notice, six percent (6%) for one (1) year.
- b. The teacher agrees that all extra duties set forth in Appendix B that are used in determining Program Creditable Earnings performed in the "base year" will be performed in the "notice years". A teacher who does not perform such extra duties shall have his/her compensation reduced accordingly.
- c. A teacher under this retirement incentive will not be able to earn more than six percent (6%) of the previous year's Program Creditable Earnings, regardless of assignment or movement on either the salary schedule or extra duty schedule. However, a teacher may earn additional compensation under the terms of this Agreement provided such compensation does not cause the Board to pay a penalty to TRS as a result of the teacher having received an increase in total creditable earnings of more than six (6%) percent.
- d. In addition, said teacher shall receive a lump sum payment equal to eighteen (18) months of premiums for the individual health insurance coverage in effect for the District at the time of retirement. The Employee may use this payment to continue on the District's group health insurance plan for a period of time not to exceed eighteen (18) months.

4. Early Retirement Option

This subsection shall be effective only if an ERO program is reinstated with the Teachers' Retirement System during the term of this Agreement. No teacher who has applied for or is receiving an incentive under this section shall be eligible for the ERO program available with TRS. If a teacher who has applied for an incentive hereunder subsequently applies to TRS to retire under the ERO program, the District shall deny approval for such retirement and shall not submit a certification of eligibility to TRS for such teacher. The parties agree that this provision constitutes the criteria for eligibility for ERO as provided in 40 ILCS 5/16-133.2(d).

5. Legislative Changes

In the event the General Assembly enacts legislation during the term of this Agreement which changes the maximum percentage increase which a teacher may receive in his or her final years of service before retirement without penalty or an employer contribution to TRS, then this Section J shall be automatically amended to reflect the new maximum amount or percentage increase allowable without a penalty or employer contribution.

6. Additional Resignation Incentive

Any teacher who does not qualify for the Eligibility criteria in this Section J #1 but

who has or will have, at the end date of resignation, completed at least twelve (12) years of service in the District and has reached at least age forty-five (45), shall be eligible for an annual increase of six percent (6%) in each of his or last three (3) years of employment in the District. No more than three (3) teachers may retire under this Subsection in any one year, unless otherwise approved by the Board. Such incentive shall be subject to all of the criteria established in this Section J except for Eligibility as described above.

A maximum of five (5) Early Retirement Incentive approvals may be granted per school year. Requests for said incentives shall be considered in the order, or date, that written notification is received by the Superintendent. The Board may grant additional approvals for the Early Retirement Incentive program. The decision to approve or deny requests under this provision shall be final and not subject to the grievance procedure.

J. Prior to setting extended contracts for the ensuing school year, the Administrator(s) shall confer with the Employee affected regarding the purpose for and the duration of an extended employment contract.

K. **Sponsorship of Club/Organization Stipend:** Clubs and organizations referred to in this Section shall be those which are officially recognized and sanctioned by the building principal and do not currently receive a stipend on the co-curricular index.

The stipend will be based on the following category of activities:

Category I: Clubs/organizations that meet regularly, engage in four (4) or more major community or school service projects, and spend significant time (ten or more hours per month) outside the regular school day in sponsoring said activity.

Category II: Clubs/organizations that meet regularly, engage in at least two (2) community or school service projects, and spend some time (five or more hours per month) outside the regular school day in sponsoring said activity.

Category III: Clubs/organizations that meet regularly and are usually limited to the activity period. Generally this category provides enrichment experiences for students in a subject matter area.

A sponsor of a club/organization shall submit an activity summary to the administration which identifies the following:

- a. Total membership in club/organization
- b. Dates of meetings
- c. Community service projects
- d. School service projects
- e. Other club/organization activities (outside regular school day)

The activity summary shall be presented to the building Principal not later than one week before the final day of student attendance for the current school year. The Administration will discuss any changes from the previous year regarding categories with the Liaison Committee. Payment will be made on the first pay period in June of each year.

<u>Stipends:</u>	Category I	4% of base salary
	Category II	2% of base salary
	Category III	No Stipend

L. Any vacancy or positions which require certification or are compensated co-curricular assignments shall be announced to the staff by placing a notice on bulletin boards located in the teacher work room, the LACC office, and the lounge. Announcement of such vacancy shall be made within five (5) business days following a tendered resignation. Employees who are qualified and certified to hold said positions are encouraged to apply for the vacancy listed.

- M. The Board and the Association recognize the importance of co-curricular activities of the students of the District. It is also recognized that regularly employed staff are best suited to sponsor or coach these activities, and efforts shall be made to employ regularly employed staff for these positions. In the event that a coach or sponsor of any co-curricular activity desires to resign from said responsibility, he/she should submit their desires in writing to the Principal. The Principal shall endeavor to find an appropriate replacement for that staff member which is acceptable to the Board. In the event that a replacement cannot be immediately obtained, the Employee will continue to sponsor or coach said activity for two more seasons or years or until a replacement is found, whichever occurs first.
- N. The Association and Board recognize the importance of effective communication within the school organization. In order to enhance this communication process, the "Liaison Committee" shall be created to provide a vehicle for the Association to exchange ideas and areas of concern with the Superintendent throughout the school year. Three (3) Association members shall meet with the Superintendent at a time mutually convenient each month to discuss areas of concern and share ideas to address these concerns. This committee shall provide an informal process to enhance communication and does not constitute any official decision-making authority. The minutes of the committee meeting shall be reported to the Board.
- O. The Board will pay a one-time stipend of \$1500.00 to any teacher who achieves a national certification from the National Board for Professional Teaching Standards while employed in the District. Proof of receipt of such certification must be submitted to the District office no later than October 1 or February 1 of any school year. Payment will be made following October 1 for certification received prior to October 1 and following February 1 for certification received after October 1 but prior to February 1.
- P. Any employee initially employed during or after the 2017-2018 school year shall have any extended day compensation based upon a *per diem* rate of 1/180 of the Step 1 Base Salary. Any employee initially employed prior to the 2017-2018 school year shall have any extended day compensation based upon a *per diem* rate of 1/180 of his or her base salary.

ARTICLE X EFFECT OF AGREEMENT

- A. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary mutual consent of the Board and the Association in a written amendment executed in accordance with the provisions of this Agreement.
- B. This Agreement and any subsequent changes shall be submitted to the Board to be incorporated into the Board policies of Pontiac Township High School District No. 90, Livingston County, Pontiac, Illinois, and shall be a part of said policies during the duration of this Agreement. Existing policies inconsistent with this Agreement as amended will be amended or repealed to be consistent herewith.
- C. Should any article, section, or clause of the Agreement be declared illegal by a court of competent jurisdiction, or legislation, that portion shall be automatically deleted. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted part.

**APPENDIX B
Co-Curricular Salaries**

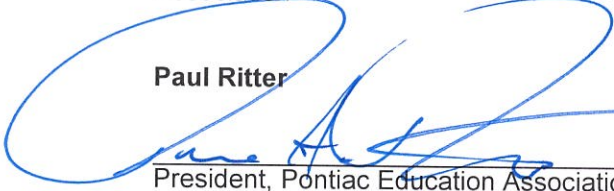
	<u>Activity</u>	<u>Percent of Step 1 Base*</u>
Head Coaches:	Baseball	14.5%
Head coaches will receive the following increase to their stipend based upon continuous years in each specific assignment: 5-9 years: 1.0% 10-14 years: 1.5% 15+ years: 2.0%	Basketball	18.0%
	Cheerleading - Football	8.0%
	Cheerleading - Basketball	12.0%
	Cross Country	14.0%
	Dance	6%
	E-Sports	18.0 % (6%/season)
	Football	18.0%
	Golf	12.0%
	Scholastic Bowl	7.0%
	Softball	14.5%
	Swimming	13.5%
	Tennis	12.0%
	Track	15.0%
	Volleyball	15.5%
	Wrestling	15.0%
<u>Assistant Coaches:</u>	In the event the Board assigns assistants for any of the positions above, the assistant will be paid at the rate of 80% of the Head Coach base stipend amount as listed above unless otherwise specified.	
<u>Athletic Related:</u>	Athletic Director	24%
	Weight Room Supervisor	\$9.00/hr.
	Ticket Sellers/Takers	\$50/event (\$40.00 for non-staff)
	Scorers/Timers	\$50/event (\$40.00 for non-staff)
<u>Advisors:</u>	Speech	12.0%
The following increase schedule for percentage stipends are based upon continuous years in each specific assignment: 5-9 years: 1.0% 10-14 years: 1.5% 15+ years: 2.0%	Drama	6.0%
	FFA	15.0%
	Musical - Drama Director	10.0%
	Musical - Instrumental & Choral Director	4.0%
	Student Council (each)	7.0%
	Key Club Sponsor	7%
	Pontio	15.0%
	Pontio Support	7.0%
	Chief Sponsor	11.0%
	VOC Sponsor	3.0%
	Chief/VOC Publisher	1.5%
	C.A.P.T.A.I.N.S. sponsor	6.5%
	Special Olympics (each)	1.0%
	Junior Class (each)	7.0%
	Freshman/Soph./Senior Class Sponsors	\$200.00
	Instrumental Performances	17.0%
	Instrumental Performances Assistant	13.6%
	Vocal Performances	17.0%
Flags sponsor	7.0%	
Auditorium Manager	14.0%	
<u>Academics:</u>	Department Chairperson	9.0%
	Summer/Night School Teaching	\$30.00/hr.
	Adult Education	\$25.00/hr.
	Prom/HC/winter dance supervisor	\$50/event
	Webmaster	8.0%
	Special Education Case Manager	\$750/year and may utilize a sub for 1 day for related duties while remaining on campus

*Step 1 Base Salary: 2024-25 \$41,674 2025-26 \$42,924 2026-27 \$44,212 2027-28 \$45,538

**ARTICLE XI
DURATION AND ACCEPTANCE OF AGREEMENT**

- A. This Agreement shall become effective August 13, 2024, and shall continue in effect until August 12, 2028.
- B. This Agreement signed this 12th day of March, 2024.

In Witness Whereof
For the Pontiac Education
Association

Paul Ritter


President, Pontiac Education Association

In Witness Whereof
For the Board of Education,
Pontiac Township High School
District No. 90

Dale Schrock


President, Board of Education

Nate Nollen


Secretary, Pontiac Education Association

Kelly Carter


Secretary, Board of Education

- PEA Bargaining Team:
- Chad Shepherd
 - Brian Blair
 - Jennifer Babb
 - Joseph Durbin

- Board of Education:
- Teresa Diemer
 - Jake Heller
 - Don Lambert
 - Bill Masching
 - Ashley Ralph
 - Nick Sartoris, Vice President
 - Dale Schrock, President