

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

POTOMAC COMMUNITY UNIT SCHOOL DISTRICT NO. 10

AND

POTOMAC EDUCATION ASSOCIATION, IEA-NEA

2021 - 2024

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ARTICLE I

RECOGNITION

- A. The Board of Education of Potomac Community Unit School District No. 10, Vermilion County, Illinois, hereafter referred to as the “Board”, hereby recognizes the Potomac Education Association, IEA-NEA, hereinafter referred to as the “Association”, as the exclusive bargaining representative for all regularly employed full-time and part-time certificated teaching personnel and full-time and part-time non-certified personnel (hereinafter referred to as “Teachers” and “Educational Support Personnel (ESP), with the exceptions of the Superintendent, Secretary to the Superintendent, Unit Bookkeeper and all principals.

- B. Part-time teachers and ESPs shall be included in the bargaining unit and subject to the terms and conditions expressed in this Agreement, but their salary and benefits shall be based on their fractionalized employment status.

ARTICLE II
NEGOTIATIONS

- A. There shall be two (2) signed copies of any final Agreement.
- B. Within thirty (30) days after this Agreement is signed by both parties, the Board agrees to post on the school website a copy of the completed Agreement.
- C. In the event that either party declares impasse in negotiation, the parties agree to utilize the services of the Federal Mediation and Conciliation Service.

ARTICLE III

TEACHER AND ASSOCIATION RIGHTS

A. Personnel File

Each teacher and ESP shall have the right to review the contents of his/her personnel file, subject to the following conditions:

1. The administration shall provide the teacher/ESP with the inspection opportunity within seven (7) working days after the teacher/ESP makes the request. If the administration can demonstrate in writing that such deadline cannot be met, the administration shall have an additional seven (7) working days to comply.
2. The teacher/ESP shall not be entitled to inspect or view any materials exempted from such inspection or viewing under Section 10 of the Illinois Personnel Records Act.
3. The teacher's/ESP's review of his/her personnel file shall take place during the normal working hours. The Superintendent and/or his designee reserves the right to be present at such review.
4. The teacher/ESP shall not be entitled to remove any part of his/her personnel records from the personnel files.
5. The administration shall grant at least two (2) inspection requests per teacher/ESP in a calendar year, provided that the inspection requests are made at reasonable intervals.
6. After the teacher/ESP has reviewed the contents of his/her personnel file, the teacher/ESP may request that copies be made of specified information contained in the file. The administration shall charge Ten Cents (\$.10) per page as a fee for the cost of reproduction.
7. If the teacher/ESP disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the administration and the teacher/ESP. If an agreement cannot be reached, the teacher/ESP may submit a written statement explaining the teacher's/ESP's position. The administration shall attach the teacher's/ESP's statement to the disputed portion of the

personnel record. The teacher/ESP's statement shall be included whenever that disputed portion of the personnel records is released to a third party as long as the disputed record is a part of the file. The inclusion of any written statement attached in the record without further comment or action by the administration, shall not imply or create any presumption of administration agreement with its contents. If either the employer or teacher/ESP knowingly places in the personnel record information which is false, the administration or teacher/ESP, whichever is appropriate, shall have remedy through legal action to have that information expunged.

- B. Teachers and ESPs shall have the right to organize, join and assist the Association. Teachers and ESPs shall also have the right not to organize, join and assist the Association. Neither the administration nor the Association shall discriminate against any teacher or ESP for reason of membership or nonmembership in the Association or for participation or lack of participation in these negotiations.
- C. When a teacher or ESP is required to appear before the administration concerning a matter which could lead to his/her dismissal or formal reprimand, the teacher or ESP will be given at least forty-eight (48) hour notice to appear, and the teacher or ESP shall be entitled to have an Association representative present if one is requested.
- D. Any teacher or ESP who is a member of the Association may sign and deliver to the administration office an assignment authorizing deduction of Association dues in the amount specified by the Association. The assignment shall specify the total amount of annual and monthly dues. Such authorization and assignment shall continue in effect from year to year unless canceled by the originating teacher or ESP between September 1 and October 1 of each year.

The administration will deduct monthly dues beginning in September and continuing through June when assignment cards have been received, provided that the administration has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Association to collect directly from the teacher or ESP:

1. Dues owed after cancellation of a deduction authorization;
2. Dues owed before the time the deduction authorization became effective;
3. Dues missed because of insufficient earnings; and

4. Dues owed after termination of employment or during a leave of absence without pay.

All dues deducted by the administration shall be remitted to the Association within ten (10) working days after the deduction.

E. **Use Of Bulletin Boards**

The Association may use designated bulletin boards for the posting of official Association business notices.

F. **Use Of Mailboxes**

An authorized local representative of the Association shall have the right to place official business notices in teacher and ESP mailboxes.

G. **Use Of School Equipment**

With the prior knowledge of the Superintendent or his designee, the Association shall be allowed reasonable use of school equipment, including but not limited to, telephones, copy machines, typewriters, computers, printers and fax machines, provided that the use of said equipment does not interfere with instructional and/or extra-curricular programs. It is expressly understood that such equipment shall be used for official Association business for the benefit of the bargaining unit.

H. **Right To Specified Information**

1. The administration shall furnish the Association President with a copy of the agenda for all regular Board meetings.
2. The Board agrees to place in the Association President's mailbox and/or emailed a notice of all regular and special Board meetings, except in case of emergency meetings, in which case the Association President shall be notified of such meeting in the same fashion as Board members.
3. Within seven (7) days after the approval of official Board open meeting minutes, a copy of such minutes shall be given to the Association President.

I. Parent-Student Complaints

If the administration receives a complaint from a parent, student or a community member which could affect a bargaining unit member's employment, the administration will inform the bargaining unit member in a timely fashion. The administration will encourage the complainant to discuss the matter with the bargaining unit member involved, except in cases where the alleged offense may lead to criminal charges against the bargaining unit member.

J. Vacancies

At any time during the school year when a vacancy occurs, which the Board intends to fill, the administration shall post notice of the vacancy on office bulletin boards. When a vacancy occurs other than during the school year, the administration shall email notice of the vacancy to the Association President.

A vacancy shall occur on the happening of any of the following events:

1. Upon the death of a member of the bargaining unit;
2. Upon the retirement of a member of the bargaining unit;
3. Upon the resignation of a member of the bargaining unit;
4. Upon the non-renewal/dismissal of a member of the bargaining unit; and
5. Upon the creation of a new bargaining unit position which would require an additional bargaining unit employee.

Nothing contained herein shall prohibit the Board from filling a vacancy on a temporary basis so as to avoid undue disruption of the educational program.

ARTICLE IV

EMPLOYMENT CONDITIONS

A. School Calendar

The Board shall establish a school calendar of one hundred eighty (180) teacher responsibility days and five (5) emergency days for each school year within the term of this Agreement and One Hundred Seventy-Seven (177) days for non-twelve month ESP responsibility days for each school year within the term of this Agreement.

Prior to the adoption of the school calendar for each year within the term of this Agreement, the Superintendent shall arrange for a meeting with an Association representative for the purpose of obtaining Association input into the development of the school calendar. The Board retains sole authority to establish the school calendar.

The Board shall annually establish the regularly scheduled hours in a work year of ESPs which shall remain in effect for such employees for that work year, except that the administration may change the regular schedule or work year when, in its sole discretion, the same is necessary or convenient due to special or changed circumstances.

B. School Day

The administration at each attendance center shall establish and post a starting and ending time for the normal school day. Teachers shall not be required to work more than seven and one-half (7 ½) hours in the normal work day, subject to the following exceptions:

1. Parent-teacher or student-teacher conferences or meetings.
2. Faculty meetings, Faculty meetings will normally end at or before the closing of the normal seven and one-half (7 ½) hour work day. However, it is understood that, from time to time, such meetings will extend beyond the normal work day.
3. Bus supervision on a rotation basis from 7:45 a.m. to 8:10 a.m. Teachers may leave school on the day of their bus duty at 3:10. If their bus duty is on a Friday or on an early release day, the teacher may take either the day before that day or the day after.
4. Other emergencies or urgent situations which, in the opinion of the administration, affect the safety or well-being of the students.
5. Other voluntary cases where teachers exercise their professional judgment to determine that their presence is required beyond the normal work day.
6. Fridays and days prior to a holiday, the work day will end five minutes after students are dismissed except for reasons set forth in this Paragraph.

7. Employees shall not be required to work Christmas Eve Day and New Year's Eve Day.
8. After school detention from 3:15-4:00 p.m. on a voluntary basis for the salary of \$20 per day.

Teachers with extra-curricular assignments shall remain after the normal work day to perform their respective duties.

It is recognized that, as part of the teachers' professional work load, they will be expected to be present at Open House and for other reasons which might require the participation of faculty (i.e. graduation, honors night, Christmas programs, special education staffings and meetings or similar events.)

When school is dismissed early because of inclement weather, teachers may be allowed to leave thereafter, provided that all professional obligations have been met and there is no further need for student supervision.

C. Duty-Free Lunch

Each teacher shall have a duty-free lunch in accordance with Section 24-9 of The School Code of Illinois.

D. Lesson Plans

Teachers will prepare written lesson plans which will be subject to the approval of the administration.

E. Requisitions

Requests for daily classroom supplies (pens, dry erase markers, tape, etc.) for the upcoming year shall be submitted on a form to the administration by the last day of teacher attendance. Requisition forms for daily classroom supplies will be distributed on or before May 1 of each school year. Teachers will have a classroom allowance per teacher for classroom-specific items. Reimbursement (up to the classroom amount) will be granted with receipts until May 1 of the current fiscal year (or Friday before if on a weekend). Receipts shall be submitted by December 1 or May 1 for reimbursement.

F. Field Trips

The Board will consider requests of teachers who wish to take their classes on field trips. Any teacher making such a request will be promptly informed of the Board's decision.

G. Preparation Period

All full-time teachers shall be scheduled planning time on a regular daily basis of no less than thirty (30) continuous minutes of preparation time per normal work day. Planning time is to be used for instructional planning. Additional planning time may be considered in years when music instruction is available.

It is understood by the parties that teachers may receive no preparation time when student attendance days are dismissed early. Preparation time shall also be unavailable on institute days, workshop days, and when activity periods, class meetings or assemblies are scheduled.

The Board agrees to make every responsible effort to ensure that preparation time will be consecutive minutes, and will occur during the student attendance day; however, it is understood that there may be occasions when this is not possible.

The administration shall attempt to notify bus drivers of pre-scheduled extra-trip assignments one (1) day in advance. The Association agrees that it is not always possible to notify bus drivers in advance in some circumstances, and that driving assignments must be changed on short notice from time to time.

Nothing shall preclude the Board from hiring part-time bus drivers or assigning bus drivers in order to avoid payment of overtime. When extra trips are assigned to full-time ESPs, the administration shall endeavor to spread extra trips among bus drivers who do not have conflicting scheduled duties. Bus drivers may not switch bus driving assignments without the express approval of the Superintendent or his designee.

ARTICLE V

EVALUATION

- A. The classroom teaching performance of regular full-time and part-time nontenured teachers shall be formally evaluated at least once each school year. Tenured teachers shall be formally evaluated as deemed practical and possible by the administration.
- B. Within six (6) weeks after the beginning of each school year, teachers shall be acquainted with the evaluation procedures to be used. Within six (6) weeks after the beginning of each school year, all teachers shall also be shown the evaluation instrument to be used. The Board retains full control over the evaluation instrument.
- C. Results of the minimum number of formal evaluations provided for in A. above shall be in writing, with a copy to be given to the teacher, and shall be preceded by at least one (1) in-class observation of the teacher's performance, lasting at least thirty (30) consecutive minutes.
- D. The evaluator shall have a meeting with the teacher following the classroom observation, within thirty (30) days of the observation. Observation notes shall be shared with the teacher no less than three work days prior to the post-observation meeting.
- E. The teacher shall have the right to submit an explanation or other written statement regarding any written evaluation for inclusion in his/her personnel file.
- F. The Board retains sole responsibility for the evaluation and assessment of performance of each teacher, subject only to the above procedural requirements. Any grievances shall be limited to a claim that the above-listed procedures have been violated.
- G. This Article deals with but one method of evaluation -- formal evaluation of classroom teaching performance. Nothing in this Article is to be construed as precluding evaluation of a teacher's professional performance by other methods.
- H. The Board shall cause all ESPs to be evaluated in writing. The administration shall meet with each employee to discuss his/her evaluation. Each evaluation shall be done every two years. All ESP's shall receive written job descriptions.

The Board retains sole responsibility for the evaluation and assessment of performance of each ESP, subject only to the procedural requirements set forth in the preceding paragraph. Any grievance shall be limited to a claim that the above-listed procedures have been violated.

ARTICLE VI

LEAVES

A. Sick Leave

Teachers and ESPs shall be entitled to sick leave based on:

Years of Service	Sick Leave 9 Month Employees	Sick Leave 12 Month Employees
0-10	12 Days	14 Days
11+	13 Days	15 Days

Unused sick leave shall accumulate to a maximum of Three hundred forty (340) days excluding 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. For the purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepchildren and legal guardians. The School Board may require a physician’s certificate, or if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person’s faith, as basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

Under this clause, the Board agrees to pay for the cost of obtaining the physician’s certificate if it is required by the Board.

B. Personal Leave

Upon request to the Superintendent, teachers and ESPs shall be allowed three (3) personal leave days per school year, subject to the following conditions:

1. At least two (2) days' prior written notice must be given to the Superintendent.
2. Teachers and ESPs shall have the right to maintain the confidentiality of the reason(s) for taking such leave. However, by applying for such leave the teacher and ESP shall be verifying that the leave is necessary for essential personal business which cannot be completed after the regular work day or on weekends.
3. Unused personal leave shall accumulate to a maximum of seven (7) days, including the leave allotment for the current year. All other unused personal leave shall be added to the teacher's/ESP's accumulated sick leave on or before June 30 of each year. In no case shall accumulation of sick leave exceed Three hundred forty (340) days.
4. No personal leave may be taken immediately before or immediately after a holiday or any vacation period, except with the prior approval of the Superintendent.
5. Personal leave days cannot be taken during the first two (2) weeks and the last two (2) weeks of the school year, except with prior advance approval of the Superintendent.
6. All personal leave days granted must be taken in increments of at least one-half (1/2) day at a time.
7. All personal leave days are subject to the availability of a substitute. The Superintendent shall be vested with the responsibility of locating substitutes. However, with the Superintendent's approval, the teacher involved may be allowed to locate a suitable substitute where the Superintendent is unable to locate one.
8. No more than four (4) teachers and one (1) ESP may be granted personal leave on the same day. The Superintendent may waive the restriction in reference to ESPs in this paragraph in his discretion.
9. In the case of an emergency, the conditions in numbers 1, 4, 5, 6, 7 and 8 above may be waived, at the discretion of the Superintendent and/or Board.

10. Under the exceptions defined in 4, 5 and 9 above, the Superintendent shall be allowed to request reasons for the leave before determining if it will be granted.

C. Professional Leave

The Board or its designee may authorize professional leave without pay deduction for attendance of teachers at professional meetings and conferences. The decision to approve or deny requests for professional leave and the length of absence for such a leave is vested in the discretion of the Board or its designee. Teachers on approved professional leave shall be reimbursed for the reasonable, approved expenses of registration fees, meals, lodging and travel.

D. Bereavement Leave

A teacher/ESP shall be allowed three (3) bereavement leave days per school year when a death within his/her immediate family occurs. For the purposes of this section, “immediate family” shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, stepchildren, aunts, uncles, nieces, nephews, and legal guardians. Unused bereavement leave under this section shall not accumulate.

E. Leave of Absence

1. Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.
2. Leave of absence without pay for not more than one (1) year may be granted to tenured teachers according to the following conditions:
 - a. Written requests for leaves of absence without pay should be made at least two (2) months before the leave is desired, subject to final approval of the Board.
 - b. Dates of departure return and notification of intent to return shall be determined by the teacher and the Superintendent prior to initialing the request to the Board.
 - c. Leaves may be granted for:

- 1) Advanced study leading to a degree in an approved university;
 - 2) Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program;
 - 3) Military service;
 - 4) Maternity/child care leave/adoption leave; and
 - 5) Other reasons acceptable to the Board which will improve the educational program in the District.
- d. Employees shall not advance vertically on the salary schedule while on any approved leave of absence without pay unless they have worked full time for one hundred ten (110) school days of the school year in which said leave is granted. This restriction is effective for the first time beginning with the start of the 1987-1988 school year. Vertical advancement on the salary schedule by teachers on approved leaves of absence prior to the 1987-1988 school year will not be retroactive.
- e. During an approved leave of absence, employees may continue insurance benefits, provided that the insurance carrier deems it acceptable and the employee pays the cost of the premium on or before the 10th of each month.
- f. An employee who is on approved leave of absence prior to February 15 of any school term shall notify the Superintendent by February 15 of his/her intention to return to work at the start of the next school term. The date of such notice for a teacher granted such leave after February 15 of any school term shall be sixty (60) days before the start of the next school term. The Board shall notify such teacher in writing by certified mail of the requirements of this paragraph no less than fifteen (15) days prior to the required date of such notice by such teacher. Failure of the teacher to so notify the administration shall be deemed to constitute the formal resignation of the teacher.
- F. Each twelve (12) month ESP receives two (2) weeks of paid vacation after one (1) year of continuous employment. After twelve (12) years of continuous employment he/she will receive three (3) weeks of paid vacation. After twenty

(20) years of continuous employment he/she will receive four (4) weeks of paid vacation. After twenty (25) years of continuous employment, he/she will receive five (5) weeks of paid vacation. The fifth week needs prior approval from the superintendent. Each twelve (12) month ESP receives thirteen (13) paid holidays, if they fall during the work week: Labor Day, Indigenous People, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, Memorial Day, and Martin Luther King Day and Independence Day.

ARTICLE VII

GRIEVANCE PROCEDURE

7.1 Definitions

- A. A "grievance" shall be defined as a claim by a teacher, ESP or the Association that there has been an alleged violation, misrepresentation or misapplication of the express terms of this Agreement.
- B. The term "days" as used herein shall mean days in which school is in session, except that between the end of the school year and the beginning of the next school year, "days" shall mean calendar days, excluding Saturdays, Sundays and July 4th.
- C. Nothing contained herein shall be construed as a limitation upon the right of individual teachers/ESPs or a group of teachers/ESPs to present grievances to the Board and have them adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the right to provide a response prior to adjustment of the grievance.
- D. If the grievant does not file a grievance in writing with the immediately involved supervisor within ten (10) days of the alleged occurrence of the event giving rise to the grievance, then the grievance shall be considered waived and time barred.

7.2 Procedure

The parties hereto acknowledge that it is usually most desirable for the teacher or ESP and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher or ESP, a formal grievance must be processed as follows:

Step A. The grievant shall present the grievance in writing to the immediate supervisor within ten (10) days of the alleged occurrence of the event giving rise to the grievance. The immediate supervisor shall arrange for a meeting to take place with the grievant within ten (10) days of receipt of the grievance. The supervisor shall provide a written answer to the grievance within ten (10) days of the meeting.

Step B. If the grievance is not resolved at Step A, the grievant may refer the grievance to the Superintendent or official designee within ten (10) days after receipt of the Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10) days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be provided with the Superintendent's written response.

Step C. If the grievant and Association are not satisfied with the decision issued at Step B, the grievant may submit the grievance to the Board for its consideration by filing an appeal with the Secretary of the Board no less than ten (10) days prior to the next regularly scheduled Board meeting. Upon receiving such an appeal, the Board shall allow the grievant an opportunity to be heard at the meeting for which the grievance was scheduled. Within one (1) month from the final hearing on the grievance, the Board shall render its decision.

If an appeal to the Board is not filed within ten (10) days of the Step B answer, then the grievance shall be deemed withdrawn.

Step D. If the Association and grievant are not satisfied with the disposition of the grievance at Step C 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 with the Federal Mediation and Conciliation Service (FMCS) which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step C answer, then the grievance shall be deemed withdrawn.

1. The arbitrator, in his/her award, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. His/her authority shall be strictly construed to deciding only the issues presented to him/her in writing by the Board and the Association, and his/her decision must be based only upon his/her interpretation of the meaning or the application of the express relevant language of this Agreement.
 2. Each party shall bear the full costs of its representation in the grievance procedure.
 3. If either party requests a transcript of the proceedings, that party shall bear full costs for the transcript. If both parties order a transcript, the costs of the two (2) transcripts shall be divided equally between the Board and the Association.
 4. Each party shall share equally the costs of the arbitrator and the FMCS.
- 7.3
- A. Failure of a teacher/ESP or the Association to act on any grievance within the prescribed time limits will bar any further appeal. If the Board or an administrator fails to give a decision within the time limits, the grievant shall be permitted to proceed to the next step. Time limits may be extended by mutual consent of the parties.
 - B. Any investigation, handling or processing of any grievance by the grievant or teaching staff/ESPs shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff/ESPs are not interrupted.
 - C. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B if mutually agreed upon by the teacher or ESP and the Superintendent.
 - D. If a grievance involves two (2) or more teachers or two (2) or more ESPs, the Association may initially file the grievance at Step B.
 - E. Teachers or ESPs shall have the right to be represented by an Association representative, if one is requested, at Steps A-C of Article VII, Section 7.2.
 - F. The grievant shall be released from his/her regular assignment without loss of pay or benefits to attend the meetings specified in Article VII, Section 7.2 D.

- G. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- H. A grievance may be withdrawn at any level without establishing precedent.
- I. If the Association, any teacher or any ESP files a complaint, set of facts or claim in any other forum than under this grievance procedure, the Board shall not be required to process that complaint, set of facts or claim through the grievance procedure.
- J. No reprisals shall be taken by the Board or the administration against any teacher or ESP because of the teacher's or ESP's participation in a grievance.

ARTICLE VIII

MANAGEMENT RIGHTS

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all power, right authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. to the executive management and administrative control of the school system and its properties and facilities, including functions of the District, standards of service, its overall budget and organizational structure.
- B. to hire all employees and, subject to the provision of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and direct all such employees;
- C. to direct the work of its employees, determine the time and hours of operation and determine the kinds and level of service to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;

- D. to establish educational policies, goals and objectives, to ensure rights and educational opportunities of students, to determine staffing patterns, to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- E. to build, move or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue and take action on any matter in the event of an emergency;
- F. to determine class schedules and the duties, responsibilities and assignments of teachers; and
- G. to determine job classifications, as well as the curriculum goals and programs.

The Board agrees that these rights will not be exercised so as to violate the express terms of this Agreement.

ARTICLE IX

SALARY AND FRINGE BENEFITS

- A. Salary Schedule New Hires will be placed on Salary Schedule Appendix A For the 2021-2022 school year, all employees shall have salary increases of 3 percent from 2020-2021 salary.
For the 2022-2023 school year, all employees shall have salary increases of 3 percent from 2021-2022 salary.
For the 2023-2024 school year, all employees shall have salary increases of 3 percent from 2022-2023 salary.
- B. **Extra-Curricular Schedule -- Appendix B**
The board will not make extra-duty assignments without the consent of the teacher.
- C. **Advanced Degree**
Teachers who go back to school towards a master's degree in their educational field shall be compensated Six Hundred Dollars (\$600) for + 16 course work hours above their Bachelor's degree, Six Hundred Dollars (\$600) for a Master's degree above a Bachelor's degree + 16 course work hours, and Six Hundred Dollars (\$600) above a Master's degree + 16 course work hours.

D. **Mileage**

Teachers or ESPs who are required to use their own vehicles for official District business shall be reimbursed at the current Internal Revenue Service rate. The administration shall be vested with the authority to determine which trips qualify for such reimbursement.

E. **Employee Insurance**

During the term of this Agreement, the Board agrees to pay up to Six Hundred and 00/100 Dollars (\$600.00) per month for the 2021-2022 school year, up to Six Hundred Fifteen and 00/100 Dollars (\$615.00) per month for the 2022-2023 school year, and up to Six Hundred Thirty and 00/100 Dollars (\$630.00) per month for the 2023-2024 school year towards the cost of individual coverage for employees under the District's group health insurance plans. Increase of health benefits provided by the Board shall take effect when the rates increase in the spring of the year.

Part-time employees shall be entitled to prorate payment of the health insurance based upon fractional employment status, except that no contribution shall be made for any employee who is ineligible for coverage by carrier restriction due to insufficient regularly scheduled hours.

F. **Physicals and Tests**

For ESPs, the Board shall pay the cost of all employer- or state-required physicals, drug tests or continuing education, as well as CDL fees and bus permits.

G. **Paychecks**

Payroll checks will be issued on the 15th and last day of each month. In instances when the aforementioned paydays fall on a weekend, teachers and ESPs shall be paid on the Friday prior. During the summer months, the Board agrees to mail the teachers' and ESPs' checks on or before the 15th and last day of each month.

Teachers and non-twelve month ESPs shall have the option of being paid on a ten (10) or twelve (12) month basis.

H. **Retirement**

The Board shall pay the employee share of the pension contribution and portion of THIS times each teacher's Internal Revenue Service (IRS) gross salary, as shown in Appendix A, on behalf of each said teacher to the Illinois Teacher Retirement System (TRS) as a Board-paid contribution and THIS. Said amount

shall be paid on behalf of the teacher to TRS for the purpose of providing the teacher with a tax-sheltered pension contribution consistent with IRS tax rulings 414-H(2), 81-35 and 81-36. The teachers individually and/or collectively, at the Board's discretion, shall indemnify the District and hold it harmless against any tax liability or penalty arising out of a subsequent opinion or action by a body of competent jurisdiction which finds the above improper. In such case, the amount of said retirement benefit paid by the Board shall become gross income to the teacher.

I. Payroll Deduction

Teachers and ESPs may opt to have their paycheck electronically deposited into an account at their financial institution

Teachers and ESPs shall have the right to authorize payroll deductions for the following:

1. credit unions;
2. annuities; and
3. insurance programs.

Teachers and ESPs desiring said deductions shall notify the District's business office within ten (10) days after the start of the school year. Teachers and ESPs shall be allowed two (2) deduction changes per school year, which includes a change in enrollment or change in the amount to be deducted.

J. Flower Fund

The Board shall deduct from the first paycheck each year of each member of the bargaining unit who is employed one-half (1/2 time) or more the sum of Ten and 00/100 Dollars (\$10.00) and deposit same in the Association Flower fund. Expenditures from the fund shall require authorization of the Association President.

The Board is expressly relieved of its obligation to deduct said amount in the following instances:

1. insufficient earnings to cover deductions; and
2. Teachers/ESPs no longer employed by the District or teachers on unpaid leaves of absence.

K. Tuition Reimbursement

Teachers shall be reimbursed at the rate of Two Hundred and Seventy Dollars (\$270.00) per semester hour for each course taken up to fifteen (18) earned per fiscal year. Such reimbursement is subject to the following conditions:

1. Teachers shall present a request for course subject approval to the Superintendent in advance;
2. The Superintendent shall have the right to accept or reject the course based on its pertinence to the area of education or as the course relates to the subject(s) taught by the teacher;
3. Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
 - a. all hours must be earned at an accredited university;
 - b. a grade of B or better, or a pass in a pass/fail system, must be earned in the course; and
 - c. an official grade report and transcript from the university demonstrating successful completion of the course must be on file in the District's administrative office by the 15th of October for the spring and summer semester, and the 15th of February for the fall semester;
4. When all of the above conditions have been met, payment shall be made to the teacher involved beginning the following semester after completing the course; and

L. National Board Teacher Certification

If a teacher in the district attains National Board Teacher Certification, the teacher shall receive an annual stipend of Five Hundred and 00/100 Dollars (\$500.00) in addition to the scheduled salary. If a teacher who attains National Board Teacher Certification continues to be employed by the district for an additional five years, that teacher shall receive a one-time stipend of \$2,500 at the end of the fifth school year of being Nationally Board Certified.

M. **Internal Substitution**

If a teacher agrees to substitute for another teacher at the request of the administration, and the teacher does so during his/her planning period, the teacher will be paid Twenty and 00/100 Dollars (\$20.00) per period or Ten and 00/100 Dollars (\$10.00) per one-half (1/2) period. The teacher shall complete an internal substitution form available in the Principal's office and shall turn the same into the Principal within two (2) days of the date the substitution takes place. Internal substitution performed during one (1) calendar month will be paid the following month after that month's regular meeting of the Board. For purposes of this paragraph, a period consists of thirty (30) to sixty (60) minutes, while a one-half (1/2) period consists of one (1) to twenty-nine (29) minutes.

N. **Mentor**

Anyone selected by the superintendent and who agrees to act as a mentor to a first year teacher shall receive a stipend of Five Hundred and 00/100 dollars (\$500.00).

ARTICLE X

EFFECT OF AGREEMENT

A. **No Strike**

The Association and bargaining unit members agree not to engage in a strike for the duration of this Agreement.

B. **Savings Clause**

Should any specific article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

C. **Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties.

D. Duration of Agreement

Except as otherwise provided herein, this Agreement shall be effective July 1, 2021, and shall continue in effect through June 30, 2024.

E. Extended Contracts

Teachers working under extended contracts shall be paid on a per diem basis calculated in accordance with his/her prorated scheduled salary amount.

This Agreement is signed this 26th day of September, 2021.

**For the Potomac Education
Association**

**For the Board of Education
of Potomac C.U.S.D. No. 10**

President

President

ATTEST:

ATTEST:

Secretary

Secretary

**APPENDIX A:2021-2024
New Hire Salary Schedule**

Starting Salary			
Years Exp	FY22	FY 23	FY24
0	\$38,137.03	\$38,899.77	\$39,677.77
1	\$39,471.82	\$40,261.26	\$41,066.48
2	\$40,853.33	\$41,670.40	\$42,503.80
3	\$42,283.20	\$43,128.86	\$43,991.44
4	\$43,763.11	\$44,638.37	\$45,531.14

APPENDIX B: 2021-2024 Extra-Curricular Activities Salary Scale

ACTIVITY/Position	FY22	FY23	FY24
Boys Basketball Head Coach	\$4,192.18	\$4,276.03	\$4,361.55
Assistant*	\$2,083.95	\$2,125.63	\$2,168.14
5/6 Coach	\$2,083.95	\$2,125.63	\$2,168.14
Assistant	\$1,040.92	\$1,061.74	\$1,082.97
Girls Basketball Head Coach	\$4,192.18	\$4,276.03	\$4,361.55
Assistant*	\$2,083.95	\$2,125.63	\$2,168.14
5/6 Coach	\$2,083.95	\$2,125.63	\$2,168.14
5/6 Assistant*	\$1,040.92	\$1,061.74	\$1,082.97
Baseball Coach	\$2,083.95	\$2,125.63	\$2,168.14
Assistant	\$1,040.92	\$1,061.74	\$1,082.97
Softball	\$2,083.95	\$2,125.63	\$2,168.14
Volleyball Coach	\$4,192.18	\$4,276.03	\$4,361.55
Assistant*	\$2,083.95	\$2,125.63	\$2,168.14
5/6 Coach	\$2,083.95	\$2,125.63	\$2,168.14
Assistant	\$1,040.92	\$1,061.74	\$1,082.97
Boys Track Coach	\$2,083.95	\$2,125.63	\$2,168.14
Girls Track Coach	\$2,083.95	\$2,125.63	\$2,168.14
Speech Sponsor	\$940.63	\$959.44	\$978.63
Scholastic Bowl Sponsor	\$940.63	\$959.44	\$978.63
Cheerleading Sponsor	\$2,083.95	\$2,125.63	\$2,168.14
Eighth Grade Sponsor	\$940.63	\$959.44	\$978.63
Yearbook Sponsor	\$940.63	\$959.44	\$978.63
Music Sponsor	\$1,356.57	\$1,383.71	\$1,411.38
Accelerated reader Sponsor	\$1,041.98	\$1,062.82	\$1,084.08
PBIS Coordinator	\$1,041.98	\$1,062.82	\$1,084.08

*If the number of students warrant the need.