THE ATTACHED CONTRACT OF THIRTEEN (13) ARTICLES, APPENDIX A, AND APPENDIX B HAS BEEN RATIFIED FOR THE SCHOOL YEAR 2018-2019, 2019-2020, and 2020-2021 BY THE POPE COUNTY COMMUNITY UNIT DISTRICT NO. 1 BOARD OF EDUCATION.

THIS CONTRACT COVERS THE CERTIFIED PERSONNEL SO DESIGNATED AND REPRESENTED BY THE POPE COUNTY EDUCATION ASSOCIATION AS THEIR BARGAINING AGENT.

Dated June 21, 2018

Michael Hansen - Board of Education President

Dan Coen - Chairman of Board of Education Bargaining Committee

Jared Evenson - President of Pope County Education Association

Seth Graves - Chairman of Education Association Bargaining Team

Pope County Community Unit School District No. 1, Golconda, IL

### ARTICLE 1 - RECOGNITION

- A. The Board of Education of District #1, Pope County Illinois, hereinafter "Employer" or "District" hereby recognizes the Pope County Education Association, IEA-NEA, hereinafter the "Association" as the sole and exclusive bargaining representative for all certified personnel under contract, either verbal, or written, or on leave, employed or to be employed by the Board. Such representations shall cover all Employees assigned to newly created positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent and principals.
- B. Questions of bargaining unit clarification shall be determined in accordance with the Illinois Education Labor Relations Act and the Rules and Regulations of the Illinois Educational Labor Relations Board. The term "bargaining unit member" or Employee(s) when used hereinafter in the agreement shall refer to all Employees who are regular certified personnel who teach a semester or more.
- C. No other written agreement shall be made by the employer with any employee or group of employees represented by the exclusive bargaining agent.

### ARTICLE 2 - FAIR SHARE AGREEMENT

- A. Each bargaining unit member, as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the bargaining unit members does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Employer gives immediate notice of such action in writing to the Association and permit the Association intervention as a party if it so desires, and

- 2. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

### ARTICLE 3 - GRIEVANCE PROCEDURE

### A. DEFINITIONS – A Grievance shall be:

Any claim by an Employee or Employees that there has been a violation, misrepresentation, misapplication of the terms of this Agreement

All time limits consists of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term, then time limits shall consist of all weekdays.

- B. PROCEDURES The parties hereto acknowledge that it is usually most desirable for an Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Employee, a grievance may be processed as follows:
- Step I The Employee must present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The Association's representative may be present, but the grievant and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

Step II – If the grievance is not resolved at Step I, then the Employee may refer the grievance to the superintendent or the superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The superintendent shall arrange with the Employee for a meeting to take place within five (5) days of the superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Employee and the Association shall be provided with the superintendent's written response, including the reasons for the decision.

Step III – If the Employee is not satisfied with the disposition of the grievance at Step II, the Employee may submit the grievance to the Employer who shall arrange with the Employee for a meeting to take place at the next regular board meeting. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Employee and the Association shall be provided with the Employer's written response, including the reasons for the decision.

If the Employee is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the Streamlined Labor Arbitration rules of the American Arbitration Association, 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 II or Step III answer, then the grievance shall be deemed withdrawn.

Neither the Employer nor the Association shall be permitted to assert any grounds or evidence before the arbitrator, which was not previously disclosed to the other party.

The Arbitrator shall have no power to alter the terms of this agreement.

- C. BYPASS TO SUPERINTENDENT If the grievance is directly with the superintendent and the Employee and the superintendent agree, Step I of the grievance procedure may be submitted directly to Step II.
- D. BYPASS TO ARBITRATION If the Employer and the Employee agree, a grievance may be submitted directly to arbitration.
- E. NON SUPPORTED EMPLOYEE GRIEVANCE When an Employee presents a grievance, which is not supported by the Association, the Association reserves the right to be present at such adjustment and state that fact.
- F. BOARD ADMINISTRATION COOPERATION The Board and the administration shall cooperate with the Association in the investigation of any grievance.

- G. NO REPRISALS CLAUSE No reprisals shall be taken by the Board or the administration against any Employee because of the Employee's participation in a grievance.
- H. RELEASED TIME Should the arbitrator during the investigation or processing of any grievance require that an Employee or an Association representative be released from his/her regular assignment, the Employee or Association representatives shall be released without loss of pay or benefits.
- I. FILING OF MATERIALS All records related to a grievance shall be filed separately from the individual personnel files of the Employee.
- J. GRIEVANCE WITHDRAWAL A grievance may be withdrawn at any level without establishing precedent.
- K. NO WRITTEN RESPONSE If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step except by mutual agreement by both parties to extend time limits.
- L. AAA RULES By mutual agreement of the Employer and Employee, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.
- M. The fees and the expenses of the arbitrator shall be shared equally by the parties.

### ARTICLE 4 – WORKING CONDITIONS

- A. During the days when school is in session, all Employees shall be on school grounds no later than 7:55 a.m. and shall perform their assigned duties until 3:25 p.m. Employees shall be required to attend called faculty meetings. School will be dismissed at 2:00 p.m. on the days preceding Thanksgiving Break, Christmas Break and Easter Break. Employees will be allowed to leave once the buses have left the parking lot, unless a faculty meeting has been called.
- B. All Employees shall receive a preparation time equal to that of the Employee's class periods not less than thirty-five (35) minutes continuous time per day.
- C. All Employees will receive a duty-free lunch period of at least thirty (30) minutes. Employees may leave school grounds during lunch after properly notifying the office principal or secretary.
- D. Teachers will turn in daily attendance reports to the office. Office personnel will compile and maintain the attendance register.
- E. Employees shall be notified when any derogatory material is placed in his/her personnel file. The employee shall acknowledge placement by signing the document with

the understanding that the signature indicates knowledge of placement and does not indicate agreement with the content.

- F. If an employee is called into the office of an administrator for the purpose of discipline in which the intent is to suggest corrective measures, an employee has the option of requesting an association representative be present. The administrator also has the option of having a witness present.
- G. Employees shall be notified of any Freedom of Information Act (FOIA) request for documents contained in their personnel file at the time the request is made. Notification shall include the name of the person making the request and a copy of any documents provided.

### ARTICLE 5 – EMPLOYEE EVALUATION AND DISCIPLINE

- A. All Employees shall be evaluated by the same evaluation instrument, which will be shown to the Employees prior to evaluation. Employees shall be fully informed ten (10) days prior to the evaluation of the evaluation procedure, standards, and who will observe/evaluate his/her performance. The evaluation/observation should be for no less than thirty (30) consecutive minutes. Non-tenured employees shall be formally evaluated once each year. Tenured employees shall be evaluated a minimum of once every other year.
- B. A copy of the formal summative evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within ten (10) work days following the formal observation. A copy signed by both parties shall be given to the employee. In no case shall the employee's signature be construed to mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.
- C. If the employee feels the formal summative evaluation is incomplete, inaccurate or unjust, the employee may put any objection or explanation in writing and have them attached to the evaluation report to be placed in the employee's personnel file. A copy signed by both parties shall be given to the employee.
- D. The evaluator will provide the employee with professional written assistance to help improve the quality of teaching to eliminate any difficulties noted in the evaluation.

### **ARTICLE 6 – BENEFITS**

### **INSURANCE:**

A. The Board will pay 80% of Employee health insurance and life insurance premiums for the 2018-2019 school year. During the duration of this agreement, the board and employees will share equally in any increase in the insurance premium. This insurance provision shall be reopened for mid-term negotiations if at any time during the term of this agreement there is a proposed change to the current health insurance provider

(Egyptian Trust), or in the event of a proposed increase of greater than 10% by the insurance provider.

B. The employer will arrange for availability of a Section 125 Plan to tax-shelter Employee paid premiums for employer selected health and life insurance only. The Section 125 is completely optional for each employee.

### LEAVES:

- C. At the beginning of each school year, each Employee shall be credited with twelve (12) days of sick leave and three (3) personal days, the unused portion of which shall accumulate without limit.
  - 1. Sick leave may be used in accordance with 105 ILCS 5/24-6.
  - 2. Personal days will be allocated on a first come, first served basis. No more than three (3) individuals from Elementary and two (2) from High School can be absent for personal leave on the same date. Employees may elect to roll unused personal days into their sick bank or may choose to be paid at a per diem rate, equal to the rate of the daily substitute pay rate, at the end of the school year.
- D. Employees shall be granted one (1) day per school year for bereavement leave.
- Each employee who uses less than three (3) days of sick leave per year shall be allowed to bank an additional day above his/her remaining total at the end of the year. Each employee who uses Zero (0) sick days shall receive \$100 bonus at the end of the year, one-half (½) day shall receive \$75 bonus at the end of the year, and one (1) day shall receive \$50 bonus at the end of the year. The Employer shall furnish each Employee with a written statement at the beginning of each work year setting forth his/her total sick leave credit accrued.
- F. The Employer and the Association accept provisions mandated in the "Family and Medical Leave Act of 1993" as the minimal benefit and that its provisions will not reduce or limit any other benefit in this contract.
- G. Employees may be required to produce medical certification from a physician if more than two (2) consecutive sick days are used.

### SABBATICAL LEAVE:

- H. Leaves shall be granted for a period of at least four (4) months, but not in excess of one (1) year, for resident study, travel, or other purposes designed to improve the employee's effectiveness in the school system. Such leave shall be subject to the following conditions:
  - 1. An applicant must have completed 6 consecutive school terms of full-time service in the district. Any leaves of absence granted by the Board

shall not be considered as an interruption of the consecutive years of service.

- 2. Sabbatical leave shall be treated as a regular service to the district.
- 3. An employee taking a sabbatical shall have their TRS contributions paid by the district as stated in the school code.

### OTHER:

I. Employees shall be paid mileage at the same rate approved by the State of Illinois for all approved mileage to perform their assigned duties.

### ARTICLE 7 – REDUCTION IN FORCE

The Employer agrees to abide by State Statutes regarding reduction in force.

### ARTICLE 8 - PAID AND UNPAID LEAVE

The Employer shall grant maternity or paternity leave to Employees. The Employee shall notify the Employer regarding the request for this leave.

### OPTIONS:

- A. The Employee can use part or all accumulated sick leave days.
- B. The Employee can use part or all accumulated sick leave days plus take unpaid leave.
- C. The Employee can request one semester or one full year maternity leave pursuant to board approval.
- D. The Employee can request up to 90 consecutive days of maternity leave. This time may overlap from one semester to the next pursuant to board approval.

### OTHER UNPAID LEAVES

In case of sustained illness in one's immediate family, an Employee can request one semester or one year unpaid leave and be guaranteed a return to the same position or a like and similar position, unless the Employee was dismissed under a Reduction-In-Force prior to his/her return.

### PAID AND UNPAID LEAVES

The Employee shall be guaranteed a return to the same position of a like and similar position, upon termination or any leave granted by the District, unless the Employee was dismissed under a Reduction-In-Force prior to his/her return.

### ARTICLE 9 – TEACHING ASSIGNMENTS

- A. Employees who are assigned to more than one school shall have their schedule arranged so that travel time does not infringe upon the traveling Employees' lunch or preparation period.
- B. All bargaining unit members will be notified of any vacancies or position by posting on teacher's bulletin board. If school is not in session the president of the association will be notified within 3 days of the vacancy occurring.
- C. If an Employee position becomes available in the District, current employees may apply for that position.
- D. Employees shall be notified of their assignment for the following school year at least five (5) days before the last day of school. Such notice shall include the tentative class/course schedule for grades 6-12 and class assignments for grades K-5. A teacher's tentative assignment may be changed at a later date based on the district's needs.

### ARTICLE 10 – EXTRA-CURRICULAR / EXTRA DUTY

Any certified Employee or other person who is hired to coach, sponsor, direct, or supervise any school sponsored activity outside the normal school work day shall be deemed as having an extra duty assignment. Extra duty assignment shall be governed by the following:

- A. All extra duty assignments shall be made to whom the employer determines to be best qualified for the assignment.
- B. Extra duty activities shall be coordinated by building level administrator or his or her designee.
- C. Extra duty evaluation shall be performed by the building level administrator or his or her designee.
- D. Salary for extra duty activities shall be as Appendix A which is attached to and is part of this agreement.

### ARTICLE 11 - SALARY

- A. An Employee is placed on the salary schedule based on his/her years of experience and the number of hours of education completed. Any certified employee beginning their first year with the district that has years of experience in another district is limited to 10 years of experience in regards to placement on the salary schedule.
- B. Fractional work years of one semester or more will count as one full year on the salary schedule.

- C. Employees will turn in a copy of an official grade notice and/or transcript in order to be eligible for advancement to another educational lane on the salary schedule. Employees shall submit written notice to the Superintendent on or before September 1 each school year indicating the courses that the teacher anticipates he/she will complete between the start of the school year and the end of December. An Employee may advance to a new salary lane in January only if he/she provided written notice to the Superintendent on or before September 1, of the courses that the teacher anticipated and the needed class hours have been completed by the end of December.
- D. The salary schedule lists the gross pay of Employees. Retirement, taxes, and other individually approved withholdings will be withdrawn by the employer before paychecks are written. Employees will be paid on the tenth and twenty-fifth of each month in 24 nearly equal payments.
- E. If an Administrator is unable to secure a substitute teacher or volunteer teacher to fill in for a teacher who is absent, the Administrator may solicit certified volunteers to take a class during his/her planning period. A teacher who volunteers to monitor a class during his/her planning period will be paid \$20.00 for the planning period in which the teacher monitors the class.
- F. The salary schedule for the school year 2018-2019, 2019-2020, and 2020-2021 is attached to and is part of this agreement as Appendix B.

### ARTICLE 12 – RIGHTS OF ASSOCIATION MEMBERS

- A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The authorization is continuous and shall remain in effect from year to year unless the employee revokes this authorization between August 26 and October 10 of any year.
- B. The Board shall deduct from each Employee's pay the current dues of the Association provided the Board has received an authorization form.
- C. Pursuant to such authorization, the Board shall deduct one-eighth of such dues from the regular salary check of the bargaining unit member each month for eight months, beginning in October and ending in May of each school year.
- D. Up to five (5) days total time will be allowed for members to attend professional IEA/NEA association meetings or workshops without loss of pay, sick days, or personal days. A maximum of three (3) people may attend a given session. Such participants will be chosen by the Association.
- E. A copy of the monthly financial report to School Board members and the Annual Financial Report will be given to the Pope County Education Association President as they become available.

- F. Board Policy Manual- The Board will provide one (1) paper copy and one (1) electronic copy of the Board Policy Manual and updates thereof, to the Association President. The Board Policy Manual will be available to all Association members electronically. All Board Policy and Procedural changes will be made available to the Association President within 30 days of the approved change and the electronic copy will be updated within 30 days of the approved change.
- G. If any provision of this agreement or any application of this agreement to any bargaining unit member or to any group of bargaining unit members is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.
- H. This agreement is effective on the first day of the 2018-2019 school year and shall remain in full force and effect until midnight before the first day of the 2021-2022 school year.

### ARTICLE 13 – STRIKES

Educational employees shall not engage in a strike except under the following conditions:

- A. They are represented by an exclusive bargaining representative.
- B. Mediation has been used without success.
- C. At least ten (10) days have elapsed after a notice of intent to strike has been given by the exclusive bargaining representative to the educational employer, the regional superintendent and the Illinois Educational Labor Relations Board. Note: The Illinois Educational Labor Relations Act, 115 ILCS 5/13 (b) (3), requires a ten (10) day notice of intent to strike.
- D. The collective bargaining agreement between the educational employer and the educational employees, if any, had expired; and
- E. The employer and the exclusive bargaining representative have not mutually submitted the unresolved issues to arbitration.

### APPENDIX A

Athletic	
Athletic Director	8.00%
High School Varsity Basketball	9.50%
High School JV Basketball	7.00%
High School Baseball	8.00%
High School Assistant Baseball	4.00%
High School Softball	7.00%
High School Assistant Softball	4.00%
High School Cheerleading	5.00%
Junior High Baseball	4.00%
Junior High Assistant Baseball	2.00%
Junior High Softball	4.00%
Junior High Assistant Softball	2.00%
Junior High Basketball	7.00%
Junior High Assistant Basketball	3.50%
Junior High Cheerleading	5.00%
High School Cross Country	4.00%
Junior High Cross Country	4.00%
Academic	
High School Student Council	3.50%
Junior High Student Council	2.50%
High School Yearbook	3.50%
Junior High Yearbook	2.00%
Junior High Newspaper	2.50%
FFA	5.50%
FCCLA	2.25%
National Honor Society	1.50%
Art Club	1.50%
Drama Club	3.00%
Drama Club Assistant	1.50%
High School Scholastic Bowl	1.50%
Junior High Scholastic Bowl	1.50%
Science Club	1.50%
Speech	1.50%
Spanish Club	1.50%

The percentages listed in Appendix A will be multiplied by the base salary for the corresponding year in Appendix B to determine the compensation for the sponsor/coach of the extra-curricular activity.

# POPE COUNTY CUSD #1 CERTIFIED TEACHER SALARY SCHEDULE 2018-19

1030	535

36485

Base Step Lane

STEP	BS	BS+8-	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+30
0	_	37020	37555	38090	38625	39160	39695	40230	40765
	37515	38050	38585	39120	39625	40190	40725	41260	41795
2	رئ.	39080	39615	40150	40685	41220	41755	42290	42825
e e	39575	40110	40645	41180	41715	42250	42785	43320	43855
4		41140	41675	42210	42745	43280	43815	44350	44885
ייי	41635	42170	42705	43240	43775	44310	- 44845	45380	45915
9	42665	43200	43735	44270	44805	45340	45875	46410	46945
7	43695	44230	44765	45300	45835	46370	46905	47440	47975
8	44725	45260	45795	46330	46865	47400	47935	48470	49005
6	45755	46290	46825	47360	47895	48430	48965	49500	50035
10	46785	47320	47855	48390	48925	49460	49995	50530	51065
11	47815	48350	48885	49420	49955	50490	51025	51560	52095
12	48845	49380	49915	50450	50985	51520	52055	52590	53125
13	49875	50410	50945	51480	52015	52550	53085	53620	54155
14	20605	51440	51975	52510	53045	53580	54115	54650	55185
15	51935	52470	23005	53540	54075	54610	55145	55680	56215
16	52965	53500	54035	54570	55105	55640	56175	56710	57245
17	53995	54530	29055	55600	56135	56670	57205	57740	58275
18	55025	55560	26092	26630	57165	57700	58235	58770	59305
19	56055	26590	57125	57660	58195	58730	59265	29800	60335
20	57085	57620	58155	58690	59225	59760	60295	60830	61365
21				-	60255	60790	61325	61860	62395
22			-		61285	61820	62355	62890	63425
23							63385	63920	64455
	-								

Individuals who are off the schedule in the 2018-19 school year will have their previous year's salary (excluding extra-curricular stipends) increased by 2.25% for the 2018-19 school year

### CERTIFIED TEACHER SALARY SCHEDULE POPE COUNTY CUSD #1

2019-20

1035

36810

Base

540

Step	Lane

<u> </u>	STEP	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+30
Т	0	36810	37350	37890	38430	38970	39510	40050	40590	41130
L.,	. 1	37845	38385	38925	39465	40005	40545	41085	41625	42165
	2		39420	09668	40500	41040	41580	42120	42660	43200
Ι.	3	39915	40455	40995	41535	42075	42615	43155	43695	44235
_	4	40950	41490	42030	42570	43110	43650	44190	44730	45270
L	5	41985	42525	43065	43605	44145	44685	45225	45765	46305
I.	9	43020	43560	44100	44640	45180	45720	46260	46800	47340
_	7	44055	44595	45135	45675	46215	46755	47295	47835	48375
_	8	45090	45630	46170	46710	47250	47790	48330	48870	49410
	6	46125	46665	47205	47745	48285	48825	49365	49905	50445
1	10	47160	47700	48240	48780	49320	49860	50400	50940	51480
<u> </u>	11	48195	48735	49275	49815	50355	50895	51435	51975	52515
	12	49230	49770	50310	20820	51390	51930	52470	53010	53550
.;	13	50265	50805	-51345	51885	52425	52965	53505	54045	54585
	14	51300	51840	52380	52920	53460	54000	54540	55080	. 55620
	15	52335	52875	53415	53955	54495	55035	55575	56115	56655
	16	53370	53910	54450	54990	55530	56070	56610	57150	57690
L	17		54945	55485	56025	. 56565	57105	57645	58185	58725
1	18		55980	56520	090/5	57600	58140	58680	59220	59760
	19	56475	57015	57555	28092	58635	59175	59715	60255	60795
<u> </u>	20	57510	58050	28590	59130	59670	60210	60750	61290	61830
<u> </u>	21				ţ	90209	61245	61785	62325	62865
<u> </u>	22		1			61740	62280	62820	63360	63900
L	23							63855	64395	64935

Individuals who are off the schedule in the 2019-20 school year will have their previous year's salary (excluding extra-curricular stipends) increased by 2.50% for the 2019-20 school year

# POPE COUNTY CUSD #1 CERTIFIED TEACHER SALARY SCHEDULE

2020-21

 Base
 37135

 Step
 1040

 Lane
 545

Individuals who are off the schedule in the 2020-21 school year will have their previous year's salary (excluding extra-curricular stipends) increased by 2.75% for the 2019-20 school year