

Professional Negotiation Agreement



Between

**The Board of Education
And
The Education Association**

Crystal Lake, IL

July 1, 2016 - June 30, 2019

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Preamble

The Board of Education of Community High School District 155, Crystal Lake, Illinois, hereinafter referred to as the "Board", and the High School District 155 Education Association, hereinafter referred to as the "Association", recognize their common aim of providing the best education possible for the youth of the District. Both parties acknowledge that the attainment of this educational objective is a joint responsibility of the Board, the administrative staff, and the professional teaching personnel.

The Board and the Association recognize that the attainment of the educational objectives of the District requires mutual understanding and cooperation among the Board, the administrative staff, and the professional teaching personnel. To this end, the free and open exchange of views is desirable and necessary, with all parties participating in good faith negotiations.

The Board and the Association recognize that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers. As evidence of its acceptance of the professional rights and responsibilities of teachers, the Association has endorsed the Code of Ethics of the Education Profession as adopted by the 1975 Representative Assembly and NEA Handbook 1985-86.

Article I

Recognition

- A. The Board of Education of Community High School District 155, Crystal Lake, Illinois, hereinafter referred to as the "Board", hereby recognizes the High School District 155 Education Association, hereinafter referred to as the "Association" affiliated with the Illinois Education Association and the National Education Association as the exclusive and sole negotiation agent for all regularly employed certificated personnel except the superintendent, assistant superintendents, directors, business manager, coordinator of finance, principals, vice principals, student service coordinators, athletic directors, division leaders, and deans.
- B. Licensed school nurses belonging to the Association shall have full membership privileges except the Association shall not represent these nurses in the following areas nor do these parts of the professional negotiations agreement apply to the nurses:
 - 1. Article II
 - 2. Article V, Sections B and G.
- C. The terms "teacher," "employee," "bargaining unit member," when used in this agreement, shall refer to all licensed staff members represented by the Association in the negotiating unit as determined in Article I, Section A of this agreement.
- D. The Board agrees not to negotiate with any teacher's organization other than the Association for the duration of this Agreement; further, the Board agrees not to negotiate with any teacher individually during the duration of this Agreement on matters subject to negotiations.

Article II

Normal Teaching Load

- A.** Members of the Association will normally be assigned to an eight-hour work day beginning at 7:00 a.m., five days per week. However, by mutual agreement between the teacher, division leader, and the principal, the 40 hours per week may be configured in alternative arrangements. Principals may require attendance at before school meetings with prior notice. The normal teacher load shall not exceed a yearly average of 30.0 teaching periods per week. Each period shall not exceed 45 minutes in length. The schedule shall consist of nine (9) periods per day. The school calendar shall consist of one hundred eighty-two (182) teacher attendance days for new teachers and one hundred eighty (180) teacher attendance days per school year for all other teachers.
- B.** Classroom, study halls, cafeteria, and hall duty shall be considered teaching loads.
- C.** Time granted by administration for extra duty shall be considered teaching time. This shall not include vocational education coordinators, counselors, or anyone else assigned any administrative responsibility during the normal school day.
- D.** Teaching assignments for full time staff members shall include a minimum preparation time averaging 450 minutes per week and shall not be counted as teaching time. Teachers with less than a full load shall have their minimum preparation time prorated in accordance with their teacher load. This time may include duties such as student assistance, parent conferences, or other tasks assigned by the division leader.
- E.** Total teaching time exceeding a yearly average of 30.0 periods per week shall be considered additional teacher load.
- F.** Any teaching assignments, which do not conform to this Article, shall be compensated according to Article V, Section F, unless prior mutual agreement between the parties involved dictates otherwise.
- G.** On full-day teacher institutes, as designated by the official calendar, teachers will be given 2 hours and 15 minutes (in addition to a 45 minute duty-free lunch) of professional discretionary time. It is understood that teachers will be expected to be in the building attending to work, such as planning and grading.

Article III

Evaluation

A. Employee Evaluation

It is the firm agreement and understanding of the parties hereto that teacher evaluation is integral to the learning process and the parties do hereby agree that the formal evaluation procedures will remain in effect until amended, modified or changed by mutual agreement of the parties or as changed by law or relevant court decision.

B. Evaluation Committee

1. The parties to the Agreement shall establish an Evaluation Committee, which shall consist of four (4) administrators and four (4) representatives appointed by the President of the Association.
2. The Evaluation Committee shall develop changes in procedures to be used for the evaluation of licensed staff members covered by the Agreement.
3. The mutually agreed upon recommended procedures shall be submitted for adoption by the parties before April 1.
4. Either party to this Agreement may request that this Evaluation Committee meet for the purpose of reviewing and/or revising evaluation procedures.
5. The Evaluation Committee will be reestablished as per the above procedure.
6. If no Agreement exists on these procedures, the Superintendent will study the issue and after additional consultation with the Association can make recommendations to the Board of Education.

C. Right to Grieve Procedures

All agreed upon procedures are grievable.

Article IV

Insurance

A. Term Life Insurance

The Board shall pay premiums on a term life insurance policy to the amount double the individual teacher's contractual salary as rounded out to the nearest \$1,000.00. (Contractual salary is defined as the teacher salary schedule.)

B. Disability Insurance

The Board shall also contribute the cost of a premium for disability insurance providing coverage of up to 66 2/3% of the individual's contractual salary, subject to the regulations of the Retirement System of the State of Illinois. Such policy shall become effective only when all sick leave as provided for in this Contract has been used, and subject to the provisions of the disability insurance policy adopted.

In reference to the elimination period of the Disability Insurance coverage, the staff member shall match those days. The accumulative total of the contribution of the individual staff member plus the contribution of the Board shall not exceed 180 days. The Board shall have the right to extend their contribution.

C. Health and Diagnostic Insurance

The Board of Education shall pay ninety percent (90%) of the cost of the single premium for all eligible employees covered under this agreement. The Board will contribute this amount toward the cost of the family premium program plus one half of the cost of dependent coverage. The Board will not enter into any special agreements or refunds because of duplication of coverage when a spouse is covered under a similar plan with the same insurance company or other insurance organization. Licensed staff members working half time or more either during the school year or during the calendar year will receive full health benefits for the full calendar year. Health insurance benefits may not be reduced without the express written approval of both the Association and the Board. Retirees of District 155, through COBRA, may continue with the health insurance group on the same basis as they have had for the most recent consecutive five year period at no expense to the school district, if they are eligible for Illinois Teachers Pension and have been a member of the licensed staff and health insurance group for five years. Health insurance benefits may not be reduced without the express written approval of both the Association and the Board.

The Board will pay ninety percent (90%) of the individual and family health and diagnostic coverage for any staff member reaching the end of any column of the salary index.

Plan eligibility will exclude spouses who are employed and eligible for health insurance coverage under their employer's group health insurance plan; however, as a component of the insurance plan, District 155 will achieve parity for spouses of employees utilizing family health insurance. Compensation will be based on:

1. Reimbursing employee premium differential
2. Reimbursing in-network expenses equal to current
 - a. Deductible;
 - b. Co-insurance;
 - c. Co-pays;
 - d. Cash in lieu (if applicable).

District 155 reserves the right to allow a spouse to continue on the District 155 medical plan if the District believes it is in its best interest to do so.

D. Insurance Renewal Procedure

At the end of any insurance year, if the total premiums paid exceed the total amount of claims paid for the year, any excess shall be paid into the health insurance stabilization fund to reduce any deficit in the stabilization fund and will not be distributed to the members. Thereafter, if any surplus remains, such surplus shall be used to pay any increase in the cost of health insurance premiums for the following year. Any interest earned from the money in the health insurance stabilization fund will remain in the fund.

The Association will be provided with a copy of the balance of this account monthly.

The base salary will reflect an adjustment for any increase in the Board's renewal premium for the insurance benefit package, to be determined as follows:

- a. The health insurance stabilization fund will be used to cover the increase.
- b. Any remaining increase is to be split 50/50 between the teachers and the Board.
- c. Teachers may cover their obligation by adopting changes in insurance coverage prior to renewal, or by accepting a decrease in the raise to the base, the percentage decrease being determined by the ratio of 7 to 1, representing the ratio of staff salary to the cost of the staff insurance benefit package.

E. Optometric Insurance

The board shall pay the entire cost of the premium for the single employee and shall contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of dependent coverage for optometric insurance.

F. Dental Insurance

The Board shall pay the entire cost of the premium for the single employee and shall contribute this amount toward the cost of the family protection plus one-half (1/2) of the cost of dependent coverage for dental insurance.

G. "125" Plan

A Section 125 will be implemented if the following criteria can be met:

1. The Section 125 Plan is mutually acceptable to the Teachers and the Board.
2. The Section 125 Plan will not require any additional resources. There is to be no cost to the Board for implementing the Section 125 Plan.

H. One-Year Paid Life Insurance for Retirees

An employee who retires after completing step 20 will receive \$25,000 of term life insurance paid by the Board for the first year of retirement only.

Article V

Compensation

A. Teachers will be compensated at the rates shown in the schedules appended to this agreement.

For the 2016-17, 2017-18, and the 2018-19 school years, teachers will be compensated in accordance with the salary schedules contained in Appendix A, attached hereto.

For the 2016-2017 school year teachers will receive .25% to the base plus step and lane movement.

For the 2017-18 school year those teachers eligible for step movement shall advance one vertical step and shall be granted lane movement. For the second semester of the 2017-2018 school year, those teachers eligible for step movement shall advance one vertical step. Teachers not eligible to move a step and lane are eligible for a one-time, \$1,500 longevity bonus.

For the 2018-19 school year those teachers eligible for step movement shall advance one vertical step and shall be granted lane movement plus one-half of the Tax Cap Percentage (based on the consumer price index) added to the base.

B. Pay for Internal Substitution

Teachers shall be compensated for internal substitution during free periods or preparation periods at the rate of .000770 of the base salary.

C. Mileage

Teachers traveling between schools will be paid an additional stipend of three and one-half percent (3 1/2%) of the base salary per semester. Teachers who travel and are assigned to thirty (30) or more classroom periods (not to include study hall or other supervisory duty) with more than two (2) preps as determined by the District's course selection guide shall receive \$500 per semester, in addition to the three and one-half percent (3 1/2%) of the base per semester. Travel for other school mileage for travel related to school business shall be reimbursed at the rate approved by the Internal Revenue Service and shall be automatically adjusted in accordance with those standards.

D. College Credit Reimbursement

Board reimbursement to members of the Association will occur in the following manner:

The district will offer an internal master's program or will reimburse Association members up to \$350 per credit hour earned as part of an approved Master's degree program. Approval procedures will remain consistent with past practice. The district will not offer reimbursement for any coursework completed subsequent to the Association member's acquisition of a Master's degree.

Acquisition of National Board Teacher Certification (NBCT) will be acknowledged by awarding 15 hours of graduate course credit toward salary lane advancement. Association members at MS+60, who acquire NBCT and, therefore are not eligible for further advancement on the salary schedule, will be granted a one-time payment of \$2000 in lieu of the aforementioned 15 hours credit. No provisions of this clause will be applied retroactively to teachers who have previously acquired NBCT.

Graduate coursework completed after acquiring a Master's degree will be eligible for lane advancement only and not tuition reimbursement. Such coursework must be approved by both the division leader and building principal. Rationale for refusal of coursework must be shared in writing. An appeal process will consist of a joint committee of administration (4 people appointed by the superintendent) and Association members (4 people appointed by the Association president). The committee will meet monthly to review appeals. Stalemates will be resolved using a rotating tie breaker system. The first tie-breaker stalemate will be decided by administration. The committee's final decision is non-grievable. To be considered all coursework must be directly connected to the Association member's current assignment or be related to the field of education. All proposals must be approved prior to the start of the course(s). Only courses in which a grade of B or higher is earned will be eligible for credit. Association members will be limited to earning 15 credit hours each academic year (August 15 - August 14).

E. Legal Counsel

The Board of Education shall reimburse approved attorney's reasonable fees for legal counsel, excluding court costs, and render all reasonable assistance for the defense of a teacher who has been formally charged in a criminal proceeding with assault as a result of a teacher's reasonable efforts to enforce the Board's policy regarding discipline where such defense or assistance is not contrary to the policy of the School District.

F. Compensation for Additional Load

Teachers who are asked to assume teaching duties beyond those specified in this Article, for longer than ten (10) working days duration shall be compensated on a basis of 1/30th of their existing weekly salary per period of additional instruction. Weekly salary shall be defined as 5/180 of contractual salary.

Nurses will be compensated additionally for two (2) days at a rate of 1/180 of their salary per day for all days assigned outside the regular school year.

Nurses will be in attendance during the regular school day and until the conclusion of the regular school day or when their professional duties cease at the end of the school day.

G. Extended Year Compensation

The Superintendent or his/her designee may offer various tasks during the period between the closing of the normal school year and the opening of the following year. The rate of compensation shall be established at the discretion of the administration, and any staff member who qualifies for said tasks may apply.

The Superintendent or his/her designee may further assign various tasks during the period between the closing of the normal school year and the opening of the following year. These duties shall be compensated at the rate of 1/180 of the existing contract per additional days worked, unless, by mutual agreement, a different rate of compensation is established.

H. Teacher Retirement

In addition to the teacher's base earnings, the Board agrees to pay a portion of the teacher's required contribution to the TRS equal to 4.20% of the teacher's creditable earnings. The remaining portion of the teacher's required contribution shall be deducted from the teacher's creditable earnings. The Board also agrees to contribute .5000% of the teacher's salary into the Teachers' Health Insurance Security Fund (T.H.I.S.) for health insurance. In the event TRS reverts to the contribution levels prior to the 2013 pension reform, Board agrees to pay 4.7% of the teacher's creditable earnings.

The Board of Education will pay the current employer penalty required by TRS for those teachers retiring under the Modified Early Retirement Option (MERO). The teacher will pay the current employee penalty required by TRS for those teachers retiring under the MERO. The number of licensed employees who are allowed to retire under MERO will be five percent (5%) of those eligible to retire under MERO, with a minimum of two (2) licensed employees allowed.

The Board of Education will offer a post-retirement bonus incentive of 20% of the final base salary amount to those teachers who retire without any TRS incurred early retirement penalty on the part of the Board of Education. To be eligible for this 20% post-retirement bonus, the licensed staff member must be in their first year of eligibility to retire without any TRS incurred early retirement penalty, must have completed at least ten (10) years of full-time employment in Community High School District 155 immediately preceding retirement and qualify for retirement without penalty under the Teachers Retirement System.

The 20% post-retirement bonus is only in effect if MERO continues. In the event the MERO provision sunsets, effective that sunset date, the 20% post-retirement bonus will also sunset. In the event the Board of Education approves a teacher's retirement and MERO changes and/or dissolves during the year of the approved retirement, the Board will honor the 20% post-retirement bonus for that one year only.

The Board has the right to revise any or all Community High School District 155 Retirement Incentive Plans at any time in the event changes in policies or legislation cause the Board to incur additional expenses and/or liabilities.

The Board reserves the right to determine the dates during which such plans or programs shall be open and other qualifying and procedural factors as allowed by law for implementing the plan but not inconsistent with the plan of program as adopted.

I. Procedure for Filling Extra Duty Vacancies:

These steps are to be followed sequentially until the vacancy is filled:

1. The administration shall publish and post in an agreed upon place in each building a list of all openings. Applicants will be sought to fill this one-year appointment.
2. The administration may go outside the district to try and fill the vacancy.
3. Persons with the shortest time on the state mandated seniority list who have not performed a duty will be assigned one. This step will exclude anyone who served within the last five (5) years, and may exclude teachers who are on the first year of employment.
4. Persons who have performed a duty in the past will be assigned to fill vacancies.

J Assistant Athletic Director (AAD)

There will be one AAD per school, per season. The current AADs' experience will be recognized on the stipend schedule if retained in the role of AAD. The stipend for the AAD will be paid at the conclusion of the IHSA season the AAD is working (fall/winter/spring). Any summer work, outside the IHSA season, will be compensated at a rate of consistent with the summer school rate. The stipend schedule is located in Appendix D.

K. Assistant Division Leader (ADL)

There will be one ADL per division. Each school has six divisions. In the event an ADL is teaching six classes, or 30 periods, there will be an additional \$500.00 stipend paid to the faculty member. ADL's who are the teacher of record for twenty-six to twenty-nine periods will be paid a reduced stipend equal to \$100.00 per period. Summer work, outside the contractual school year will be compensated at the summer school rate, unless the administration requires summer work of the ADL. In this instance, the rate of pay is per diem for the employee. The stipend schedule is located in Appendix E.

Article VI

Leaves

A. Sick Leave

The District shall provide sick leave, as detailed in the Illinois School Code (105 ILCS 5/24-6), of fourteen (14) days yearly. Total amount of sick leave accumulation shall remain consistent within the extent of the provisions of TRS. However, the Board reserves the right to judge each case on an individual basis, as in the past when the period of illness exceeds the state maximum.

B. Leaves of Absence

The Board of Education recognizes the occasional need for teachers to take non-salaried leaves of absence. Such requests will be considered on an individual basis, with priority given to those for educational purposes. Factors to be weighed include: impact of the absence on students and the educational program, availability of suitable substitutes, potential unemployment compensation costs, and the effect upon the individual requesting leave and the students of the district.

Leaves of absence may be granted without pay to tenured teachers who desire to return to employment in a similar capacity upon termination of said leave. For a leave of less than a full school year, the leave shall be of the shortest possible duration required to meet the purpose of the leave consistent with maintaining continuity of instruction for students. Leaves of absence without pay for up to one year may be granted to tenured teachers according to the following conditions:

1. Written requests for leaves of absence without pay should be made at least three months before the leave is desired, subject to approval of the Board. Written requests for leaves of absence without pay for the purpose of adoption should be made as soon as possible before the leave is desired, subject to approval of the Board.
2. Dates of departure and return must be submitted to the administration and determined prior to initiating the request.
3. Leaves of less than one month, if acceptable to and approved by the Superintendent, will not require Board approval or three months' notice.
4. Leaves may be granted for:
 - a. study in their field at an approved university
 - b. military service
 - c. other reasons acceptable to the Board
 - d. emergency situations
 - e. adoption of a child
5. A teacher on approved leave will retain seniority if he/she satisfactorily meets the obligations of the leave.
6. A teacher on such leave may continue insurance benefits, if allowed by the insurance company presently providing coverage to the District. The teacher must pay the District for any costs of benefits for which he/she applies. The teacher shall pay one month's payment in advance with each successive payment due by the first of each month. If payment is not received in the Business Office by the 15th of the month, that teacher's insurance benefits will be canceled.
7. A teacher will advance on the salary schedule while on any approved leave for military service or approved advanced study if he/she satisfactorily meets the obligations of the leave.
8. A teacher on return from such leave must show evidence to the Superintendent that the purpose of the granted leave has been met.
9. A teacher who applies for and is granted a leave of absence hereunder will sign a form acknowledging that his/her failure to notify the Superintendent or his/her designee of his/her intent to return to the District at the end of the leave shall constitute the teacher's resignation, such notification to be provided to the Superintendent or his/her designee at least 60 days before the end of the school term or the semester prior to resuming duties.

C. Parental Leave

A teacher may use her sick leave for a medical disability due to pregnancy prior to the effective date of the maternity leave.

During a parental leave medical insurance will be covered under the guidelines of the Family Medical Leave Act for the first sixty work days of the parental leave.

As a result of the birth or adoption of a child, a teacher who has completed at least two consecutive full-time years towards tenure shall be entitled to parental leave. The Board will not grant such requests before May 1 of the second consecutive full-time year toward tenure. Parental leave shall not exceed the semester the child is born or adopted plus the following semester. If this means a teacher will be returning at the beginning of the second semester, for educational reasons this leave may be extended to the first semester of the following year. A teacher desiring parental leave must notify the Superintendent or his/her designee at least ninety days prior to the intended commencement of the leave. Such leave shall commence upon the date agreed upon by the Superintendent or his/her designee and the teacher, the actual date of delivery, or the date on which the teacher is unable to perform her duties, whichever shall first occur. A teacher may return from parental leave only at the beginning of a semester unless specifically agreed by the Superintendent or his/her designee.

A teacher granted a parental leave of absence hereunder will sign a form acknowledging that his/her failure to notify the Superintendent or his/her designee of his/her intent to return to the District at the end of the leave shall constitute the teacher's resignation, such notification to be provided to the Superintendent or his/her designee at least 60 calendar days before the end of the school term but no later than April 1, if the teacher is planning on returning for the beginning of the first semester.

A teacher who is the parent to a newborn or newly adopted child shall be granted, upon his/her request, a leave of absence without pay and with no credit for advancement on the salary schedule.

If the summer is at the beginning or ending of a parental leave, the district will pay the district's share of all benefits for the June, July, and August payments.

D. Professional Leave

After prior application to and with the approval of the Superintendent or designee, staff members may be released with full pay to attend conventions, professional meetings, workshops, to visit exemplary programs, or to participate in other professional growth activities related to the teacher's field as determined by the Superintendent.

1. Each licensed staff member may attend one or more conferences or meetings as described above but such conference or meeting shall not exceed a total of three (3) days in length and within the boundaries of the State of Illinois. The Superintendent may waive the three (3) days and/or the in-state restriction.
2. Occasionally, the administration will request that a licensed staff member attend a professional meeting that will lend special training and exposure to his/her area of preparation or responsibility. In such case, the District shall pay for the expenses for lodging, meals, and mileage as well as pre-approved costs of the professional meeting.
3. The district will reimburse all pre-approved expenses for conferences, lodging, meals, and mileage following existing guidelines. Reasonable costs of over-runs for approved conferences will be considered.

Prior to the reimbursement by the District, the employee shall present receipts verifying such expenses.

E. Personal Leave

The Board of Education will grant three days of personal leave without loss of pay. Teachers may use up to two personal days consecutively. No reason for such leave need be given. Except in the case of extreme emergency, such leave shall not be granted the day immediately preceding or following a holiday or vacation, or during the first or last five days of regularly scheduled student classes, not including examination days (in which case, the teacher shall be expected to notify the appropriate administrator). The number to be released at any one time will be such as not to impair the educational process, as determined by the Superintendent or his designee. Except in cases of emergencies, written notice of the necessity for personal leave shall be submitted not less than three (3) days prior to the expected leave day to the Superintendent or his designee. Personal leave days shall not accumulate as personal days and shall be non-transferable, but unused personal leave days shall accumulate as sick days not to exceed the maximum total accumulated sick leave.

F. Sabbatical Leave

Sabbatical leave may be granted under existing board policy.

G. Shared Scheduling Option

A shared scheduling option as approved by the board on June 27, 1995 and as negotiated with Community High School District 155 Teachers' Association shall be, by this reference, a part of this policy.

- This option would require **NO** additional insurance benefit costs on the part of the District.
- In order for this option to be used, a qualified and acceptable (to the building principal) replacement teacher must be found.
- A reason for denying request for a second year may occur due to the increased tenure of the replacement.

The goal of a shared scheduling option is to provide benefits to all parties involved: teachers, students, parents, and District 155.

A tenured teacher may, at his/her request, and with approval of the building principal, participate in a District shared scheduling option. The arrangement may not be divided between two (2) school years. At the teacher's request and with building principal approval, the option may be extended. A request for an extension must be submitted in writing to the district prior to February 1.

The decision to grant, deny, or extend the shared scheduling option shall not be subject to the grievance procedure.

Returning from a shared leave to full-time teaching:

- Returning to full-time employment may only occur at the beginning of a school year, provided the teacher has notified the district in writing of the desire to do so prior to February 1 of the previous school year.
- Failure to notify the Superintendent or designee prior to February 1 of intent to return to the district shall constitute the teacher's resignation.

The responsibilities of an assignment by two (2) shared scheduling participants may be divided according to a plan designed by the participants, with the approval of the building principal. Each teacher's assignments will consist of 15.0 teaching periods, not to exceed two different preps, and 225 minutes per week of preparation time. Any deviation from the specified teaching agreement must be approved by the participant and building principal.

The teacher's salary will be prorated based on the fraction of 30 periods per week per year they have assigned teaching duties. Both teachers will be in attendance at all teacher-in-service and staff development days. Extracurricular duties will be optional for each teacher but not required.

Shared scheduling participants will be placed appropriately on the teachers' salary schedule, and salaries will be prorated according to time worked. Licensed staff members in shared scheduling options will receive salary step movement at the start of each school year. Individuals involved in shared scheduling positions will receive reimbursement for graduate study and staff development courses equivalent to full-time teachers.

Seniority credit, leave benefits, and insurance will be prorated according to time worked.

- Insurance benefits including health, dental, optometric, prescription, life, and disability will be prorated based on the fraction of a full-time job the employee is working. A full-time job is considered an average of 30 teaching periods per week for an entire year. (Example: a teacher participating in the shared scheduling option who is teaching 15 periods per week for the entire year would receive half the board contribution to their benefit package as compared to a full-time employee. It will be the responsibility of the shared scheduling option participant to pay both the typical teacher's share of the benefit package and the portion not paid by the board for participants of the shared scheduling option.
- Contributions to the Illinois Teachers' Retirement System will be proportionate to the time served and salary earned. During the period of time spent in a shared scheduling option, there will be no loss of tenure. The individuals participating in this shared scheduling option will not enter into a contractual agreement with another school district.

The application and proposed plan for a shared scheduling option must be approved by the building principal and submitted to the Superintendent by February 1 preceding the school year for which the option is intended. Any teacher whose proposal for a shared scheduling option is denied, may, upon request, receive the rationale for such denial in writing from the administration.

Article VII

Rights

- A. The Board agrees that teachers have the right to join or not to join any organization for their professional or economic improvement. Further, any individual or group of teachers may present views and opinions to the Board upon request through recognized channels of communication.
- B. The Board recognizes that teachers shall be entitled to full rights guaranteed to them by the Constitution of Illinois, of the United States, Illinois School Law, and the School Board Policy.
- C. The Board agrees that it will not discriminate against any teacher with respect to hours, wages, terms, or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, or in negotiations with the Board or to discriminate against any teacher in his/her institution of any grievance, complaint, or proceeding under this Agreement.
- D. The Association shall be furnished all regularly and routinely prepared information concerning the financial condition of the school district including annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other available and pertinent information which may be relevant to negotiations or the processing of a grievance. Nothing herein shall require the central administrative staff to research information.
- E. The president of the District 155 Education Association shall be released for five (5) periods per week from a non-classroom assignment to work on liaison between the different schools and to carry on other school business. In addition, the president may be released for up to ten (10) additional periods per week (including teaching assignments) at the discretion of the Association. The Association will pay the cost for staffing a replacement teacher for these additional periods. Further, should the replacement teacher require health insurance benefits, the Association will pay for the cost of the benefit package based upon the appropriate fraction of additional release time afforded the president. The Association will notify the District by March 1 each year as to how much release time the president intends to use during the following school year.
- F. In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary, providing the Association reimburses the district for the cost of the substitute(s). Eight (8) days district-wide may be used for these purposes not to be charged against the Association member's other leaves.

Article VIII

Fair Share

- 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 day of this Agreement, whichever is later, shall join the Association or pay a 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 a Bargaining Unit Member 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 the 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 notices of such action in writing to the Association, permits 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 compliance with this Article.

It is expressly understood that this hold 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 on 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 bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, 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 in 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 IX

Communications

A. Channels of Communication

The division leader shall be the first echelon of communication for any or all types of problems originating in any of the four buildings. If satisfactory solutions are not obtained at this level, then the building principal shall be informed of the problem and his/her assistance requested in finding a satisfactory solution. If satisfactory solutions are not obtained at this level, then the superintendent shall be informed of the problem and his/her assistance requested in finding a satisfactory solution. If a satisfactory answer is still unobtainable, the problem may be brought before the Board for its consideration. This communication procedure shall be followed by an individual member of the faculty or by a group of faculty members. In unusual situations this procedure may not apply and judgmental factors as to whom to contact initially may be exercised by individual faculty members. At each step the teacher shall receive an answer within five (5) school days except that a requested Board hearing shall occur at the first regular Board meeting after the request. At the request of the teacher, a written answer shall be provided at any step. The teacher, upon request, shall present the problem in writing.

No section of this Agreement precludes the Board of Education from discussing any facet of the educational program with groups of teachers or with an individual teacher on an informal or formal basis. Teachers or groups of teachers may be asked to make formal reports to the Board of Education.

B. Association-Administration Meetings

The Association and the Administration recognize the importance of communication in maintaining good relationships and agree to meet for the purpose of discussion. Meetings shall be held periodically with reasonable written notice stating the item or items to be discussed at such meetings.

Communication with the Board of Education shall be through the superintendent or his/her designated representative, and communication to the Association shall be made through the superintendent or his/her designated representative to the president of the Association. Sufficient copies of communications will be provided when desired to meet the needs of the Board of Education and/or the Association. These copies shall be prepared by the party initiating the communication.

Article X

Managerial Rights

A. Board of Education

It is recognized that the legal responsibility for education and for its management is vested in the local Board of Education and that this responsibility of final decision making cannot be delegated. It is understood that any matter relating to school management not specifically set forth in this Agreement remains within the reserved rights of the Board. Under Illinois law, Board decisions are final in all school matters except where appeal may be made to the courts. However, the Board agrees to participate in good faith negotiations as provided herein.

It is agreed that no article, section, clause, term or provision of this agreement shall in any manner whatsoever be construed, interpreted or applied, as a delegation, transfer, modification, alteration, elimination, waiver or abrogation of any right, duty, power, or responsibility of the Board of Education as conferred by the Illinois School Code, including the right to employ or dismiss personnel of Community High School 155.

Article XI

Grievance

A. General Provisions

1. Grievance – the term grievance as used in this Agreement shall mean a complaint that there has been an alleged violation or misapplication of any express provision of this Agreement.
2. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration or having it adjusted without intervention or representation of Association representatives. The Association reserves the right to file a grievance on behalf of all members.
3. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
4. Any teacher has a right to be represented by the Association in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any terms or conditions of this Agreement.
6. Grievance conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons to attend, including witnesses entitled to be present, and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. When grievance conferences are held at the option of the administration during school hours, all licensed staff members whose presence is required shall be excused with pay for that purpose.
7. It is agreed that any investigation or other handling or processing on any grievance by the grieving teacher or teacher Association representatives, shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the teaching staff.
8. All time limits are stated herein. However, in the event a grievance is submitted on or after June 1st, the time limits specified in Steps 1-3 shall be shortened to seven (7) calendar days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. Time limits may be extended only with the written consent of the administration and the Association.
9. All grievances required to be in writing shall be in the form of a “Statement of Grievance.” The Statement of Grievance shall name the employee involved, if applicable, shall state the facts giving rise to the grievance, shall identify the provision(s) of the agreement alleged to be violated, shall state the contention of the grievor and/or of the Association or Board, with respect to the provision(s), and shall indicate the relief requested.

B. Procedures

1. **Step 1.** Within ten (10) school days of the time a grievance arises, or within ten (10) school days of when the grievance should reasonably have become known, the faculty member will present the grievance to his/her immediate supervisor. If the grievance is related to classroom or departmental problems, it shall be presented to his/her division leader. If it is related to coaching duties, it shall be presented to his/her athletic director.

All other grievances shall be presented to the building principal. Free and informal communications are encouraged. Within ten (10) school days after the presentation of the grievance, the supervisor shall give his/her answer orally to the griever. At the request of the griever, a written answer shall be provided. At the request of the grievor, the griever shall submit a "Statement of Grievance."

2. **Step 2.** If the grievance is not resolved in Step 1, the grievant or the Association representative may, within ten (10) school days of receipt of the Step 1 answer (written or oral), submit to the building principal, or if the grievance is a District issue, the Assistant Superintendent of Human Resources a written "Statement of Grievance" signed by the employee. Within ten (10) school days of the receipt of the Step 2 grievance, the building principal/Assistant Superintendent of Human Resources shall hold a Step 2 grievance conference. Within ten (10) school days of the Step 2 grievance conference, the building principal/Assistant Superintendent of Human Resources shall issue a Step 2 grievance answer.
3. **Step 3.** If the grievance is not resolved in Step 2, the grievant or the Association may, within fifteen (15) school days of the Step 2 grievance conference, submit a Step 3 grievance statement to the Superintendent. Within ten (10) school days of the receipt of the Step 3 grievance, the Superintendent, and/or other representatives of the Board shall hold a Step 3 grievance conference. Within ten (10) school days of the Step 3 grievance conference, the Superintendent shall issue a Step 3 grievance answer.
4. **Step 4.** If a satisfactory disposition of the grievance is not made as a result of the conference provided for in Step 3 above, either the Board or the Association shall have the right to appeal the dispute to final and binding arbitration under and in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Such appeal must be taken within thirty (30) days from the date of the conference provided for in Step 3 above unless a longer time is jointly agreed upon between the parties.

C. Failure to Act

If a grievance is not filed by the employee or Association within the time limits set forth above, it shall be considered waived and may not be further pursued. If the Board does not answer a grievance or an appeal thereof within the specified time limits, the Association and/or grieving employee(s) may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. Any grievance not advanced to the next Step by the Association within the time limit in that Step shall be deemed withdrawn and if withdrawn, shall be treated as though it was never filed. Time limits may be extended by the Board and the Association in writing, then the new date shall prevail.

D. Use of Grievance Procedure

It is recognized by the parties hereto that the grievance procedure herein established is an important tool in the maintenance of sound Board-Association relations. It is therefore agreed that said Association will expend every effort to discourage the use of this procedure for frivolous complaints or grievances and further pledges that said procedure will not be used as a device to harass or otherwise unduly interfere with the assigned duties of the administration.

E. Expenses.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

F. Powers of Arbitrator

The arbitrator, in his/her decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Association and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of this Agreement.

G. Bypass

By mutual agreement, any step of the grievance procedure may be bypassed.

Article XII

A. Reduction in Force

The District and Association agree to follow the provision of Illinois School Code addressing reduction in force.

Article XIII

Summer School

- A. The terms and conditions set forth in this Agreement shall not apply to the summer school program of Community High School District 155.
- B. Terms and conditions of employment regarding summer school shall be governed by Board policy.

Article XIV

Effect of Agreement

- A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of the Agreement.
- B. This Agreement and subsequent changes shall be incorporated into the Board policies of Community High School District 155, Crystal Lake, Illinois, and shall be a part of said policies during the duration of this Agreement. This Agreement shall be considered official policy of the Association during the duration of this Agreement.
- C. The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements, and shall not discriminate against any member of the teaching staff regardless of membership or non-membership in the Association.
- D. Should any statute enacted by the State of Illinois be in conflict with this Agreement or should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law. 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 article, section, or clause.
- E. Copies of the Agreement will be made available to all teachers, administrative staff, and Board members. Costs incurred in printing shall be shared equally by the Board and the Association.

Article XV

Duration and Acceptance of Agreement

- A.** The Association and the Board agree to abide by the terms of this Agreement. The Association agrees to support and encourage the continuation of the educational process of the school district. It shall not support any individual or concerted illegal action such as a strike, slow down, or refusal to render full and contractual services in the school district.
- B.** Negotiations will continue with the present bargaining unit unless the present bargaining unit is successfully challenged as provided by law.
- C.** The contract shall run from July 1, 2016 through June 30, 2019.
- D.** With respect to the letters of understanding that relate to this agreement, either party reserves the right to reopen negotiations in the event that the commitment of the parties is negated or otherwise altered by one party without the express written consent of the other party.

APPENDIX A
Activities Stipend Schedule
2016-2018

<u>Group AA</u> Activities Director (1)	<u>Group A</u> Yearbook (1)	<u>Group B</u> Extra-Curricular Band (1) Individual Speech Events (1) Student Council (1)
<u>Group C</u> Mentors/Link Crew (1) Newspaper (1)	<u>Group D</u> Fall Play Director (1) Spring Play Director (1)	<u>Group E</u> Jazz Band (1) Junior Class Sponsor (2) Musical Director(1) Musical Producer (1) National Honor Society (1) Vocal Ensemble (Madrigals/Swing) (1)
<u>Group F</u> Musical Choreographer (1) Individual Speech Events Assistant (1 per 15 students) Leadership Club (1) Scholastic Bowl (1) Science Olympiad (1) Senior Class Sponsor (2) Technical Director (Fall Play) (1) Technical Director (Musical) (1) Technical Director (Spring Play) (1)	<u>Group G</u> Color Guard (1) Extra-Curricular Band Assistant (1) Freshmen Class Sponsor (1) Language Club (3) Math Team (1) Musical Costumer (1) Musical Orchestra Director (1) Musical Vocal Director (1) Sophomore Class Sponsor (1) Wildcard (8) WYSE (1)	<u>Group H</u> Math Team Assistant (1) Musical Lights/Sound (1) Play Costumer (Fall) (1) Play Costumer (Spring) (1) Play Lights/Sound (Fall) (1) Play Lights/Sound (Spring) (1) Science Olympiad Assistant (1) Theatre Wildcard (3)

- Association members serving as activity sponsors will be compensated based upon the activity group.
- The number of positions per school is indicated in parentheses next to the individual role title.
- This number shall not serve as a bar to the ability of the Board of Education to increase or decrease the number of positions per school during the term of this agreement.

Event Supervision is as follows:

- \$60.00 stipend for supervision at school dances (excluding prom) and other events as assigned by the principal or designee
- \$75.00 stipend for supervision at prom

Sponsors currently fulfilling roles under the heading of “Wildcard” that move to an equivalent role will retain the years of experience attained in that role previously.

**Activities Stipend Schedule
2016-2018**

Step	AA		A		B		C		D		E		F		G		H	
	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS
1	6,471	6,152	5,546	5,272	5,084	4,833	4,160	3,955	3,235	3,075	2,773	2,636	2,311	2,197	1,387	1,319	924	878
2	6,702	6,371	5,777	5,492	5,315	5,053	4,391	4,174	3,466	3,295	3,004	2,856	2,542	2,417	1,618	1,538	1,155	1,098
3	6,933	6,591	6,008	5,712	5,546	5,272	4,622	4,394	3,697	3,515	3,235	3,075	2,773	2,636	1,849	1,758	1,387	1,319
4	7,164	6,811	6,239	5,931	5,777	5,492	4,853	4,614	3,929	3,735	3,466	3,295	3,004	2,856	2,080	1,977	1,618	1,538
5	7,395	7,030	6,471	6,152	6,008	5,712	5,084	4,833	4,160	3,955	3,697	3,515	3,235	3,075	2,311	2,197	1,849	1,758
6	7,626	7,250	6,702	6,371	6,239	5,931	5,315	5,053	4,391	4,174	3,929	3,735	3,466	3,295	2,542	2,417	2,080	1,977

Stipend																		
Step	AA		A		B		C		D		E		F		G		H	
	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS
1	6,471	6,152	5,546	5,272	5,084	4,833	4,160	3,955	3,235	3,075	2,773	2,636	2,311	2,197	1,387	1,319	924	878
2	6,702	6,371	5,777	5,492	5,315	5,053	4,391	4,174	3,466	3,295	3,004	2,856	2,542	2,417	1,618	1,538	1,155	1,098
3	6,933	6,591	6,008	5,712	5,546	5,272	4,622	4,394	3,697	3,515	3,235	3,075	2,773	2,636	1,849	1,758	1,387	1,319
4	7,164	6,811	6,239	5,931	5,777	5,492	4,853	4,614	3,929	3,735	3,466	3,295	3,004	2,856	2,080	1,977	1,618	1,538
5	7,395	7,030	6,471	6,152	6,008	5,712	5,084	4,833	4,160	3,955	3,697	3,515	3,235	3,075	2,311	2,197	1,849	1,758
6	7,626	7,250	6,702	6,371	6,239	5,931	5,315	5,053	4,391	4,174	3,929	3,735	3,466	3,295	2,542	2,417	2,080	1,977

APPENDIX B

**Athletic Group Schedule
2016-2018**

<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
Head Basketball (boys)	Head Baseball	Head Cross Country (boys)
Head Basketball (girls)	Head Cheerleading	Head Cross Country (girls)
Head Football	Head Competitive Dance	Head Golf (boys)
	Head Softball	Head Golf (girls)
	Head Track (boys)	Head Gymnastics
	Head Track (girls)	Head Soccer (boys)
	Head Volleyball	Head Soccer (girls)
	Head Wrestling	Head Swimming (boys)
		Head Swimming (girls)
		Head Tennis (boys)
		Head Tennis (girls)
<u>Group D</u>	<u>Group E</u>	<u>Group F</u>
Assistant Football	Assistant Cross Country (boys)	Head Indoor Track (boys)
Assistant Basketball (boys)	Assistant Cross Country (girls)	Head Indoor Track (girls)
Assistant Basketball (girls)	Assistant Golf (boys)	Weight Room Supervisor (fall)
Assistant Volleyball	Assistant Golf (girls)	Weight Room Supervisor (spring)
Assistant Competitive Dance	Assistant Gymnastics	Weight Room Supervisor (winter)
Assistant Cheerleading	Assistant Soccer (boys)	
Assistant Wrestling	Assistant Soccer (girls)	
Assistant Baseball	Assistant Swimming (boys)	
Assistant Softball	Assistant Swimming (girls)	
	Assistant Tennis (boys)	
	Assistant Tennis (girls)	
	Assistant Track (boys)	
	Assistant Track (girls)	

The district will employ up to 66 coaches per school. The number of positions per school shall not serve as a bar to the ability of the Board of Education to increase or decrease the number of positions per school during the term of this agreement.

- Minor officials will be compensated at a rate of \$60.00 per event with the exception of football and track & field which will be compensated at a rate of \$75.00 per event.
- Weight room supervisor stipend may not be utilized for anything other than weight room supervision.

2016-2018 Athletic Stipend

Percent of Base													
Step	A		B		C		D		E		F		
1	12.00%		10.00%		8.00%		7.00%		6.00%		2.00%		
2	13.00%		11.00%		9.00%		8.00%		7.00%		2.50%		
3	15.00%		12.00%		10.00%		9.00%		8.00%		3.00%		
4	17.00%		14.00%		12.00%		11.00%		10.00%		3.50%		
5	18.00%		16.00%		14.00%		13.00%		12.00%		4.00%		
6	22.00%		19.00%		16.00%		15.00%		14.00%		4.50%		
Step	A		B		C		D		E		F		
	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	
1	5,546	5,272	4,622	4,394	3,697	3,515	3,235	3,075	2,773	2,636	924	878	
2	6,008	5,712	5,084	4,833	4,160	3,955	3,697	3,515	3,235	3,075	1,155	1,098	
3	6,933	6,591	5,546	5,272	4,622	4,394	4,160	3,955	3,697	3,515	1,387	1,319	
4	7,857	7,470	6,471	6,152	5,546	5,272	5,084	4,833	4,622	4,394	1,618	1,538	
5	8,319	7,909	7,395	7,030	6,471	6,152	6,008	5,712	5,546	5,272	1,849	1,758	
6	10,168	9,667	8,781	8,348	7,395	7,030	6,933	6,591	6,471	6,152	2,080	1,977	

APPENDIX C

2016-2018 Salary Schedule

Step	BS + 0		BS + 15		MS + 0		MS + 15		MS + 30		MS + 45		MS + 60	
	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS	Base	After TRS
1	46,218	43,939	-	-	52,458	49,871	-	-	-	-	-	-	-	-
2	48,760	46,355	-	-	54,999	52,287	-	-	-	-	-	-	-	-
3	51,302	48,772	53,844	51,189	57,541	54,703	60,084	57,121	62,625	59,536	65,168	61,954	67,710	64,371
4	53,844	51,189	56,386	53,605	60,084	57,121	62,625	59,536	65,168	61,954	67,710	64,371	70,251	66,786
5	56,386	53,605	58,928	56,022	62,625	59,536	65,168	61,954	67,710	64,371	70,251	66,786	72,794	69,204
6	58,928	56,022	61,470	58,438	65,168	61,954	67,710	64,371	70,251	66,786	72,794	69,204	75,336	71,621
7	61,470	58,438	64,012	60,855	67,710	64,371	70,251	66,786	72,794	69,204	75,336	71,621	77,877	74,036
8	64,012	60,855	66,554	63,272	70,251	66,786	72,794	69,204	75,336	71,621	77,877	74,036	80,420	76,454
9	66,554	63,272	69,096	65,688	72,794	69,204	75,336	71,621	77,877	74,036	80,420	76,454	82,961	78,870
10	69,096	65,688	71,638	68,105	75,336	71,621	77,877	74,036	80,420	76,454	82,961	78,870	85,503	81,286
11	71,638	68,105	74,180	70,522	77,877	74,036	80,420	76,454	82,961	78,870	85,503	81,286	88,046	83,704
12	71,638	68,105	74,180	70,522	80,420	76,454	82,961	78,870	85,503	81,286	88,046	83,704	90,587	86,119
13	71,638	68,105	74,180	70,522	82,961	78,870	85,503	81,286	88,046	83,704	90,587	86,119	93,129	88,536
14	71,638	68,105	74,180	70,522	85,503	81,286	88,046	83,704	90,587	86,119	93,129	88,536	95,672	90,954
15	71,638	68,105	74,180	70,522	88,046	83,704	90,587	86,119	93,129	88,536	95,672	90,954	98,213	93,369
16	71,638	68,105	74,180	70,522	90,587	86,119	93,129	88,536	95,672	90,954	98,213	93,369	100,755	95,786
17	71,638	68,105	74,180	70,522	93,129	88,536	95,672	90,954	98,213	93,369	100,755	95,786	103,298	98,204
18	71,638	68,105	74,180	70,522	95,672	90,954	98,213	93,369	100,755	95,786	103,298	98,204	105,839	100,619
19	71,638	68,105	74,180	70,522	102,140	97,103	104,784	99,616	107,428	102,130	110,071	104,643	113,916	108,298
20	76,427	72,658	79,044	75,146	104,784	99,616	107,428	102,130	110,071	104,643	112,714	107,155	116,561	110,812

APPENDIX D

Assistant Athletic Director Stipend Schedule 2016-2018

Step	Percent of Base	
1	4.50%	
2	5.00%	
3	5.50%	
4	5.75%	
5	6.00%	
6	6.25%	
	Base	After TRS
1	2,080	1,977
2	2,311	2,197
3	2,542	2,417
4	2,658	2,527
5	2,773	2,636
6	2,889	2,747

APPENDIX E

Assistant Division Leader Stipend Schedule 2016-2018

Step	Percent of Base
1	6.00%
2	7.00%
3	8.00%
4	8.50%
5	9.00%
6	9.50%

Step	Stipend	
	Base	After TRS
1	2,773	2,636
2	3,235	3,075
3	3,697	3,515
4	3,929	3,735
5	4,160	3,955
6	4,391	4,174

APPENDIX F

Code of Ethics of the Education Profession

Preamble

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of student, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than one specifically designated by the NEA or its affiliates.

PRINCIPLE I

Commitment to the Student

The educator strives to help each student realize his or her potential as a worthy and effective member of society. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator -

1. Shall not unreasonably restrain the student from independent action in the pursuit of learning.
2. Shall not unreasonably deny the student access to varying points of view.
3. Shall not deliberately suppress or distort subject matter relevant to the student's progress.
4. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
5. Shall not intentionally expose the student to embarrassment or disparagement.
6. Shall not on the basis of race, color, creed, sex, national origin, marital status, political religious beliefs, family, social or cultural background, or sexual orientation, unfairly -
 - a. Exclude any student from participation in any program
 - b. Deny benefits to any student
 - c. Grant any advantage to any student
7. Shall not use professional relationships with students for private advantage.
8. Shall not disclose information about students obtained in the course of professional service, unless disclosure serves a compelling professional purpose or is required by law.

PRINCIPLE II

Commitment to the Profession

The education profession is vested by the public with a trust and responsibility requiring the highest ideals of professional service.

In the belief that the quality of the services of the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to promote a climate that encourages the exercise of professional judgment, to achieve conditions which attract persons worthy of the trust to careers in education, and to assist in preventing the practice of the profession by unqualified persons.

In fulfillment of the obligation to the profession, the educator -

1. Shall not in an application for a professional position deliberately make a false statement or fail to disclose a material fact related to competency and qualifications.
2. Shall not misrepresent his/her professional qualifications.
3. Shall not assist any entry into the profession of a person known to be unqualified in respect to character, education, or other relevant attribute.
4. Shall not knowingly make a false statement concerning the qualifications of a candidate for a professional position.
5. Shall not assist a non-educator in the authorized practice of teaching.
6. Shall not disclose information about colleagues obtained in the course of professional service unless disclosure serves a compelling professional purpose or is required by law.
7. Shall not knowingly make false or malicious statements about a colleague.
8. Shall not accept any gratuity, gift, or favor that might impair or appear to influence professional decisions or action.

NEA Handbook 1985-86
Adopted by 1975
Representative Assembly

APPENDIX G

Signatures

This Agreement is signed this 17th day of May, 2016.


In Witness Whereof

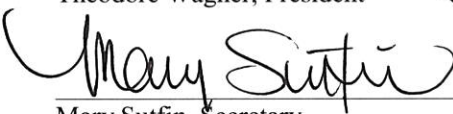
For the High School District 155
Education Association


Justin Hubly, President

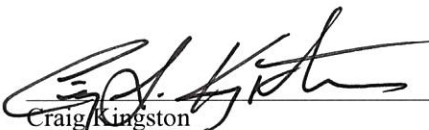

Jamie Carlson, Secretary

For the Board of Education
Community High School District 155



Theodore Wagner, President


Mary Sutfin, Secretary

I have read this Agreement and it is correct.


Craig Kingston
Negotiations Chair, Education Association

5/17/16
Date


Joannie Thomas,
Superintendent

5/17/16
Date

APPENDIX H

Letter of Understanding

In the course of the negotiations leading to an agreement for the 2016-2017 through the 2018-2019 school years, the parties mutually accepted the following protocols:

“125” Plan: At the request of the Teachers’ Association or the administration, a committee will be formed to discuss additional uses for the “125” plan.

6% Cap: All teachers shall be compensated for 2016-2019 in accordance with the attached salary schedules. However, due to penalty provisions of the Illinois Teachers’ Retirement System (TRS), no teacher upon reaching a date of employment within four (4) years of first becoming eligible for TRS retirement (early or ordinary) shall be entitled to receive an increase in total creditable earnings greater than 6% of the prior year’s creditable earnings regardless of any other provisions or salary schedules of this agreement. Should this provision of the TRS regulation change, members of the Administration and Association will agree to meet to negotiate this provision.

Class Size: Annually, at the request of either the Teachers’ Association or administration, a committee will convene, composed of four administrators, four association-assigned members, and a board member, when available.

Driver Education: Behind The Wheel Driver Education may be offered outside the regular school day or on Saturday, at the summer school rate of pay on a voluntary basis following Article V or this agreement. This program will be eliminated before any consideration is given to eliminating the regular school day program.

Insurance: Prior to the board acceptance of benefit related insurance renewal premiums, the Teachers’ Association will be provided the opportunity to discuss alternate coverage.

Any licensed employee whose spouse is also an employee of District 155 and both are eligible for health insurance coverage shall each be afforded single health coverage, less the negotiated ten percent (10%) contribution. In the circumstance the eligible employees request family coverage any remaining costs of the family coverage plan will be incurred by the employees.

Professional Development: Beginning July 1, 2014, the professional development calendar year will begin August 15 of any given year and run through August 14 of the following year. Beginning July 2, 2014, courses which begin (i.e. meet as a class) will count under the new professional development provisions as discussed under Article V, Section D.

Reopener: Upon the enactment of Illinois Legislation, Federal Legislation, promulgation of administrative rules or regulations or issuance of a decision by a court of competent jurisdiction; any one of which has a direct, material and financial impact on either the provisions of Articles V (Compensation) and VI (Insurance), either party may make a written demand of the other to reopen negotiations concerning the provisions of Article V and Article VI of the Collective Bargaining Agreement. Such reopener shall not apply to any other provision of the contract unless mutually agreed otherwise.

If after 90 days from the date of the written demand to reopen negotiations concerning Article V or Article VI, the parties have not reached a signed agreement pertaining to Article V and Article VI, as ratified by both sides, the existing Collective Bargaining Agreement **IN ITS ENTIRETY** shall expire unless mutually agreed otherwise. In the event of such expiration, all provisions of the Agreement shall be subject to negotiations.

Sick Leave: The Board of Education reserves the right to grant a sick leave gift to teachers eligible for retirement on a case-by-case basis. The maximum number of additional days may be granted within the extent of the provisions of the Teacher Retirement System of the State of Illinois.

Sick Leave Bank: A Sick Leave Bank for teaching staff (hereinafter referred to as the “Bank”) has been established by the Board of Education of Community High School District 155 (hereinafter referred to as the “Board”) in coordination with the Community High School District 155 Education Association (hereinafter referred to as the “Association”). The intent of the Bank is to provide extended sick leave to eligible teaching staff members who incur a Medical Emergency as defined herein. A Sick Bank committee (hereinafter referred to as the “Bank Committee” or “Committee”) consisting of four (4) teaching staff members (selected by the Association) and one District administrator (selected by the Superintendent) will administer the Bank and monitor the number of days in the Bank. The Committee will select a Chair of the Committee each School Year. Participation in the Bank will be on a voluntary basis, subject to the conditions set forth herein. Nothing herein is meant to interrupt or restrict the Board’s ability to administer other leave policies and programs in accordance with Board policy, practice and the law.

I. Eligibility.

- a. To participate in the Bank, a teacher must be a member of the Association and must provide written authorization on a form designed by the Committee to the Chairperson of the Committee by the later of: (1) March 15, 2016 (the beginning date of the Bank); (2) within the first ten (10) days of the first attendance day of the current School Year; or (3) within ten (10) days following a new teacher’s first day of work. This authorization constitutes an agreement by the teacher to contribute sick leave days as set forth by the Bank for the School Year. Participation in the Bank is ongoing from School Year to School Year unless revoked by the participating teacher or otherwise terminated by the Committee. Any request by a participating teacher to revoke participation in the Bank shall be in writing, provided to the Chairperson of the Committee and will not be effective until the following School Year. Once contributed, however, Bank days cannot be used for any other purpose except for use by Bank participants as set forth herein and cannot be withdrawn for any other purpose.
- b. Notwithstanding 1.a., a teacher’s participation in the Bank will terminate upon the teacher’s termination from employment.
- c. The Committee and Board may establish additional procedures to administer the Bank.

II. Donation of Days.

- a. Upon initial enrollment in the Bank, the teacher shall contribute one or more sick leave days to the Bank. To maintain the Bank, participating teachers may be required to contribute additional sick leave days to the Bank in subsequent School Years and during the School Year. The number of days required for the School Year for initial participation and ongoing participation will be established by the Committee. Days contributed will be deducted from the official school record of accumulated sick leave for each respective teacher.
- b. Any failure by a teacher to donate days to the Bank when requested by the Committee will result in a loss of eligibility to request use of days from the Bank for that School Year. A teacher who failed to donate days to the Bank when requested by the Committee will regain eligibility to participate in the Bank again after providing sixty (60) days of service to the Board as a teacher in the next School Year and donating the day(s) as requested.
- c. Notwithstanding II.a., if the number of days in the Bank drops below one hundred (100) during the School Year, participating teachers will be required to donate an additional day. The Committee will be responsible for making these requests. A participating teacher shall not be required to donate more than two (2) days in any one School Year to participate that School Year.
- d. The Committee will maintain a record of days donated by participating teachers, use by participating teachers and days remaining in the Bank. The School District’s Human Resources Office will also maintain a record showing the number of days contributed and used by each participating teacher and the number of days remaining in the Bank. Each September, the Committee Chair will provide the Superintendent with an accounting of the days donated during the immediately preceding School Year, by whom the days were donated, and the number of days remaining in the Bank for reconciliation with Board records.

III. Sick Leave Bank Use Procedures

- a. A participating teacher may apply to use Bank days for a Medical Emergency as defined herein when the teacher has depleted all of his/her accumulated paid leave days (sick and personal) and has been absent from work for thirty (30) consecutive work days for the same illness/disability, whichever shall occur last.
- b. A participating teacher who meets the criteria above, and wishes to request days from the Bank, will be required to complete an application, which will include a release of medical information. Except in emergency situations, such application must be made on a form designed by the Committee and submitted to the Committee Chairperson at least ten (10) school days prior to the anticipated need for the days. The application must be accompanied by a physician's statement confirming the need set forth in the application.
- c. The Committee will review the written request, verify the validity of request, recommend, approve or deny the request, in consultation with the Association Board of Directors, and communicate its decision to the School District's Human Resources office for further administration. After such approval, the Committee Chair or designee will communicate the decision to the participating teacher.
- d. Use of the Bank shall not be available for an illness or disability resulting from any surgical or other procedure that may be safely deferred until a vacation or recess period. Any claimed inability to defer a procedure must be medically documented in writing by the participating teacher's treating medical professional.
- e. The maximum number of days that may be requested and used from the Bank in one School Year is sixty (60).
- f. If a participating teacher used Bank days in one School Year, he/she shall not be eligible to use Bank days in the following School Year until he/she has provided sixty (60) school days of full-time service in such following School Year.
- g. Notwithstanding the above, Bank days shall not be granted in the negative and any request to use days shall be contingent upon a sufficient number of days being in the Bank to satisfy the request. Further, participating teachers who are receiving disability benefits from another source, including but not limited to workers compensation, will not be eligible to use days from the Bank for the same time period.

IV. Definitions

- a. For purposes herein, "School Year" is defined as the period from July 1 through June 30.
- b. For purposes herein, "Family Member" is defined as the spouse or child of the participating teacher.
- c. For purposes herein, "Medical Emergency" is defined as a medical condition of the participating teacher or a Family Member that will require the prolonged absence of the participating teacher from duty and will result in a substantial loss of income to the participating teacher because the participating teacher will have exhausted all paid leave available.

V. Miscellaneous

- a. The Association agrees, with respect to the operation of the Bank, that it will hold harmless, defend, and indemnify the Board, its members, employees and/or agents, as regards to any action, complaint or suit of any type in any form, provided only that the Board shall fulfill its responsibilities as set forth above. In the event any action, complaint or suit of any type in any form shall be brought against the Board, its members, employees and/or agents, the Board shall retain the right to select counsel to defend such action, complaint or suit and/or determine whether such action, complaint or suit should be compromised or settled in any respect.
- b. Nothing with regard to the Bank will be subject to the grievance procedure.

Speech: There can be a second assistant speech coach when the number of participants on the speech team exceeds fifteen.

Special Education Case Manager Release Time: On an annual basis each school shall be awarded ½ period of case manager release time per special education student. Release time is to be used exclusively for the purposes of allowing case managers flexibility in:

1. Completing paperwork associated with the preparation of Individualized Education Plans (IEPs)
2. Communicating with stakeholders involved in implementing the IEP
3. Reporting on IEP goal progress

The total number of release periods will be based upon the total number of IEP students in a school as determined annually for purposes of staffing allocations in March. The number of periods will be equalized to “release days” using a divisor of six (6) with the results being rounded to the nearest whole number (.5 rounds up). The number of release days will be considered as a total pool of time available to the special education case managers within a school. Release days are not predetermined to be used by specific case managers; rather the days are intended to be used by case managers based on need.

Each school’s special education division leader shall oversee the case managers’ requests to access release time. All requests shall be assembled into 6-period blocks in order to utilize full-day substitute teachers to cover the time out of class. Each 6-period block can be used to account for as many as 6 individual case managers. A case manager utilizing such release time is expected to be present in the school while fulfilling the purpose(s) expressed above.

Special Education Case Managers at Haber Oaks Campus are afforded release time according to the provisions as set forth in this agreement. The Coordinator of Off-campus Programs will oversee these case managers’ requests to access release time.

Step 20: A teacher, upon reaching Step 20, will become eligible to receive Step 20 for four consecutive years, but not more than one of these payments can be apportioned in the last creditable year of service. It is the teacher’s responsibility to inform the District in which four consecutive years these payments should be made. The decision to access Step 20 is irrevocable. After 4 years on Step 20, the teacher will return to Step 19 on the schedule.

If legislation requires the Board to incur additional expenses to fund insurance for retired teachers, the Board reserves the right to proportionately reduce Step 20.

Supporting New Teachers: The members of the District 155 Board of Education, Administration, and Association agree that the first three years of a teacher’s career are crucial to their success and agree to offer a formal program of induction, while limiting extra-curricular assignments and formal graduate study. The induction program will include:

- Year One Eighteen (18) hours beyond the work day with a focus on school and district plans and the Illinois Professional Teaching Standards. Mentors will be assigned, on a voluntary basis, by the building principal, in the same content area if possible. Retired teachers may serve as a mentor, if no qualified licensed district employees are available.
- Year Two Eighteen (18) hours beyond the work day with a focus on the Illinois Professional Teaching Standards. Mentors will be in the same content area. Retired teachers may serve as a mentor, if no qualified licensed district employees are available.
- Year Three Successful completion of two courses in the District 155 Master’s program. Coursework will apply towards a District 155 masters or content masters’ degree.

Pay will be as follows:

	<u>New Teacher</u>	<u>Mentor</u>
Year One	\$250.00	\$500.00
Year Two	\$375.00	\$500.00
Year Three	According to Board of Education Policy	

Translating and/or Interpreting: Licensed staff members can volunteer to provide translation services as needed at their buildings. If a licensed staff member is not expected to do translation services while performing the essential functions of his/her job, then the staff member performing that service will be reimbursed at the same rate of pay as an internal sub.

Traveling Teachers: The members of the District #155 School Board, Administration, and Association agree that any teaching assignment consisting of thirty (30) classroom periods or more (not to include study hall or other supervisory duty), which also requires travel between schools, may constitute a burden to a teacher.

In an effort to ensure equity among staff schedule loads, an effort described below will be made to address any situation in which a teacher would be assigned to thirty (30) or more classroom periods with more than two (2) preps and be required to travel to another building.

If the possibility of a scheduled teaching load as described above should arise during teacher scheduling, at the request of the teacher, a meeting shall be convened before any final scheduling decision is made. The participants will include the affected teacher, affected division leader in that area, representatives of the Administration and, at the request of the teacher, a representative of the Association. The intent of the meeting will be to study and discuss all possible alternatives to assigning such a load. Examples of items open to discussion may include (but not be limited to):

1. seeking a suitable volunteer, qualified to teach the course;
2. the availability of a qualified part-time teacher;
3. rearranging schedules to avoid the need to travel.

The final decision on the teaching load will ultimately fall to the Superintendent, after hearing the input of the committee. The Superintendent's decision will be final and non-grievable.

Workload and Salary Distribution Joint Committees: Two Joint District/Association committees shall be established, with equal representation, to discuss, research, gather data, brainstorm options and, if possible, make recommendations. One such committee shall be assigned the topic of faculty workload and the other shall be assigned the topic of salary distribution models. Each party shall appoint its members.