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# Professional Negotiation Agreement

Between The Board of Education  
And  
The Education Association

Crystal Lake, IL  
July 1, 2022 - June 30, 2027

*Official Copy*

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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 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,” “licensed staff 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. Normal Workday, Load and Work Year**

Members of the Association will normally be assigned to an eight-hour (8) workday 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 thirty (30.0) teaching periods per week. Each period shall not exceed forty-five (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. Teachers can be assigned to perform five (5) periods of internal substituting per semester for the applicable contractual pay rate.

### **B. Teaching Loads**

Classroom, study halls, cafeteria, and hall duty shall be considered teaching loads.

### **C. Extra Duty Teaching Time**

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. Preparation Time**

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. Additional Teacher Load**

Total teaching time exceeding a yearly average of 30.0 periods per week shall be considered additional teacher load.

### **F. Alternative Teaching Assignments**

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. Professional Discretionary Time**

On full-day teacher institutes, as designated by the official calendar, teachers will be given 2 hours and 15 minutes (in addition to a forty-five (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.

### **H. Hybrid Instruction**

Teachers may be required to engage in hybrid instruction (meaning active delivery of content to students in class and remote at the same time) if (1) a school lacks a teacher with the proper endorsement to teach the class or (2) there are not enough students enrolled in a section at one building (fewer than 15), but there are enough students enrolled in a section when combined with students from another building.

If one building is unable to offer a section that is being offered at one of the other three buildings (in-person or hybrid), a student may choose to travel to one of the other buildings in order to take the class.

In all other circumstances, teachers will only engage in hybrid instruction if they choose to or if the Association consents to a hybrid learning plan via a memorandum of understanding with the Board.

## **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

For the 2022 calendar year, the Board of Education shall pay the following percentages of the PPO and HMO health insurance premiums for all eligible employees covered under this agreement. Employees whose first day of employment with the District is after June 30, 2022, shall only have access to the HDHP.

Plan choice	PPO	HMO	HDHP
Employee	83%	89.5%	90%
<b>The District will contribute the following amount toward these plans in addition to the Employee only coverage contribution:</b>			
+ Spouse	50%	50%	50%
+ Child(ren)	50%	50%	50%
+ Family	50.4%	51.7%	50%

In addition, for the 2020-2023, 2023-2024, 2024-2025, and 2025-2026 school years, the Board will make a contribution to a Health Saving Account (“HSA”) for employees enrolled in the HDHP in the following amounts:

HSA Contribution	
Employee	\$1,825
Employee + Spouse	\$2,737.50
Employee + Child(ren)	\$2,737.50
Employee + Family	\$3,650

For the 2026-2027 school year, the contribution to the HSA for employees enrolled in the HDHP shall be the following amounts:

HSA Contribution	
Employee	\$1,250
Employee + Spouse	\$2,500
Employee + Child(ren)	\$2,500
Employee + Family	\$2,500

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

For employees whose first day of employment with the District was before July 1, 2022, the Board will pay the following percentages of the health insurance premiums for the 2022 calendar year for any staff member reaching step 19 of any column of the salary schedule.

<b>Plan Choice</b>	<b>PPO</b>	<b>HMO</b>	<b>HDHP</b>
Employee	83%	89.5	90%
<b>The District will contribute the following amount toward these plans in addition to the Employee only coverage contribution:</b>			
+ Spouse	100%	100%	100%
+ Child(ren)	100%	100%	100%
+ Family	90.1%	98.1%	100%

The aforementioned percentages for the Board’s contributions towards the PPO and HMO health insurance premiums may change in the future pursuant to the Insurance Renewal Procedure set forth below in Section D of this Article.

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 for PPO and HMO plans.
- 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.

**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 or four (4) years of the retirement track 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 2022-2023, 2023-2024, 2024-2025, 2025-2026, and 2026-2027 school years, teachers will be compensated in accordance with the salary schedules contained in Appendix A, attached hereto. The salary schedules shall contain a column showing the base salary and a column showing the base salary plus the Board TRS contribution made on behalf of the employee.

For the 2022-2023 school year, the schedules will be increased by 2.30% to the base with teachers also receiving step and lane movement (if eligible). In addition, commencing with the 2022-2023 school year, a 20<sup>th</sup> step shall be added to the salary schedule and the increase from step 18 to step 19 and from step 19 to step 20 will each be half of the increase from step 18 to step 19 on the 2021-2022 schedule included in the previous 2019-2022 Professional Negotiation Agreement.

For the 2023-2024 school year, the schedules will be increased by 2.15% to the base with teachers also receiving step and lane movement (if eligible).

For the 2024-2025, 2025-2026, and 2026-2027 school years, the percentage increase to the base shall be equal to one-half (1/2) the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, two (2) calendar years prior to the year in which taxes are actually extended (collected)(which is December 2022 for 2024-2025, December 2023 for 2025-2026 and December 2024 for 2026-2027). Notwithstanding the percentage increase in the annual CPI-U, however, the increase shall not be lower than 1.50% and shall not exceed 2.25%. Teachers will also receive step and lane movement (if eligible). The salary schedules for the 2024-2025, 2025-2026, and 2026-2027 school years will be prepared and posted after the release of the applicable CPI-U.

### **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. With preapproval from the Administration, counselors, social workers, and psychologists who cover another employee's instructional or student-contact duty (e.g., seminar, study hall, 504/IEPs, Triage, SEL programs) shall be compensated at the rate of .000770 of the base salary. For academic subjects, the Administration may select a qualified classroom teacher to substitute instead of a counselor, social worker, or psychologist.

### **C. Mileage**

Teachers traveling between schools every day of the work week will be paid an additional stipend of three and one-half percent (3 1/2%) of the base salary per semester. For teachers traveling less than a full work week, the three and one-half percent (3 1/2%) of the base salary will be prorated. Teachers who travel and are assigned to thirty (30) or more classroom periods (not to include study hall, guided study hall, student support centers, including Avid tutor, math/lit centers, etc., Access, seminar, advisory, SEL rooms, drivers ed behind-the-wheel, the supervisory period associated with work program, or other supervisory duties) with more than two (2) preps as determined by the District's course selection guide shall receive \$2,000 per semester, in addition to the three and one-half percent (3 1/2%) of the base per semester or the prorated amount, if applicable. Additionally, if multiple courses (i.e., autos II and seminar in autos) are taught in the same class period by a teacher, those courses will count as one (1) total prep. Furthermore, there will be no distinction in preps between co-taught sections and regular sections of the same course (i.e., co-taught intermediate algebra and intermediate algebra). 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**

After teaching four full-time semesters in the District and while under contract, each licensed staff member shall receive reimbursement as follows:

- Up to \$350 per semester hour as part of an approved first Master’s degree program;
- Up to \$500 per semester hour as part of an approved first Master’s degree program that is licensed to qualify a teacher as a dual credit instructor; and
- Up to 100% but not less than \$350 per semester hour tuition reimbursement with the percentage determined at the discretion of the District for any coursework which the district requests an employee to complete.

All reimbursements and/or salary lane advancements are contingent upon receiving at least a grade of “B” or a grade of Satisfactory/Pass, if applicable, for an approved course (for approved courses that will result in a certification to teach dual credit courses, reimbursements and/or salary lane advancements are contingent upon receiving at least a grade of “C” or a grade of Satisfactory/Pass, if applicable).

Course approval and Master’s program approval rests solely at the discretion of the District, including the amount to be reimbursed subject to Subsection 3. The District maintains the right to identify how many licensed staff members, and which members, will be approved. If a Master’s program is approved, all courses in the program will be added to the pre-approved course approval list.

Licensed staff members may not take more than fifteen (15) graduate credits in an academic year (August 15 – August 14) unless approved by the Superintendent or his/her designee. This includes internal coursework, micro-credentials, and NBCT credit. Up to six (6) semester hours of approved undergraduate credit will be recognized for salary lane advancement during a licensed staff member’s career with the District.

Reimbursement for an approved course shall be evidenced by official transcripts. All transcripts must be submitted within one calendar year of completion of the course to be eligible for reimbursement. Lane advancement will be applied (retroactively) to the first paycheck of the school year if transcripts are submitted prior to October 15, after which date, any lane advancement will be applied to the subsequent school year. Notwithstanding all other conditions in this Section D, licensed staff members will not be permitted to advance more than one lane per school year unless an additional movement is approved by the Superintendent or his/her designee.

#### 1. Post-Master’s Coursework

Graduate coursework completed after acquiring a Master’s degree must be offered by a fully accredited college or university (not including 3rd party providers) and will be eligible for salary 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 licensed staff 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 a grade of Satisfactory/Pass, if applicable, is earned will be eligible for credit (for approved courses that will result in a certification to teach dual credit courses, credit is contingent upon receiving at least a grade of “C” or a grade of Satisfactory/Pass, if applicable). Licensed staff members will be limited to earning 15 credit hours each academic year (August 15 - August 14). Notwithstanding all other conditions in this Section D, licensed staff members will not be permitted to advance more than one lane per school year unless an additional movement is approved by the Superintendent or his/her designee.

#### 2. Salary Advancement Credit for Other Professional Development Experiences

##### a. National Board Teacher Certification

Acquisition of National Board Teacher Certification (NBCT) will be acknowledged by awarding fifteen (15) hours of graduate course credit toward salary lane advancement. Licensed staff members at MS+60, who acquire a NBCT are not eligible for further

advancement on the salary schedule, and therefore will be granted a one-time payment of \$2,000 in lieu of the aforementioned 15 hours of credit. No provisions of this clause will be applied retroactively to licensed staff members who have previously acquired NBCT.

**b. Internal D155 Courses**

Only internal courses developed and taught by District 155 employees/consultants may be eligible for salary lane advancement provided they are deemed by the District to meet the time a rigor requirements of traditional college/university coursework.

**c. Micro-Credentialing**

Micro-credentials earned through providers that are approved by District 155 Administration will be eligible to be used for salary lane advancement. Licensed staff members will be limited to a maximum of fifteen (15) hours of salary advancement credit earned via micro-credentialing during their career. Each micro-credential earned typically equates to one (1) hour of graduate credit for salary lane advancement purposes. This will be determined during the approval process. Lane advancement due to credit hours received for micro-credentialing will not be issued until the micro-credentialing is awarded. Lane advancement due to micro-credentialing will be applied (retroactively) to the first paycheck of the school year if proof of micro-credentialing is provided prior to October 15, after which date, any lane advancement will be applied to the subsequent school year.

Any hours earned through National Board Teacher Certification, internal coursework, (or micro-credentialing) prior to earning a Master's degree will be recognized for initial advancement (maximum of 15 hours) and up to ten (10) of those hours will be rolled over once a Master's degree is awarded (e.g., a teacher earns 3 hours not connected to their Master's program -1 hour via an internal course and 2 hours via micro-credentials) before earning a Master's. Upon earning a Master's, those hours would carry over meaning the teacher would be at MS+3. It is the licensed staff members responsibility to notify HR upon completion of their Master's degree that they also have hours to be rolled over that were completed prior to earning the Master's degree.

Counselors, social workers, psychologists, nurses, and speech language pathologists will receive 15 hours of lane advancement (or a one-time stipend of \$2,000 if they are already in the 60+ lane) for earning their professional equivalents to National Board Certification, provided the certification was earned after June 30, 2022 (will not be applied retroactively for those who received such certification/designation prior to 6/30/22). The equivalent certificates/designations include:

- Certificate of Clinical Competence in Speech Language Pathology;
- Nationally Certified School Psychologist;
- Licensed Clinical Social Worker;
- National Certified School Nurse;
- National Board Certification for Counselors

**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.

If a Nurse is required to conduct a site visit outside of the workday or work week to observe a student in a CNA course, the Certified School Nurse shall submit a timesheet for the hours worked and shall be compensated at the same pay rate that is provide to the director of special education for summer school.

#### **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 4.50% of the teacher's creditable earnings. The remaining portion of the teacher's required contribution shall be deducted from the teacher's credible 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

#### **I. Retirement Track**

3. If a licensed staff member, having already been placed on step 20 for at least one year, submits an irrevocable letter of resignation effective at the end of the fourth school year following the year in which the resignation is submitted, then the licensed staff member will receive increases to the teacher portion of his/her salary (step 20 in the year of the teacher election) in the amount of 3% in the first subsequent year, 3% in the second subsequent year, 3% in the third subsequent year, and 3% in the fourth and final year of the teacher's employment. The letter of intent must be received by May 1<sup>st</sup> of the school year prior to the school year for which the retirement benefits will begin. (To begin this retirement benefit for the 2022-2023 School Year only, notice shall be given by July 1, 2022). Current staff members who have been previously placed on step 20 for 4 consecutive years prior to the 2022-2023 school year are not eligible for the aforementioned retirement provision.
4. The Board, in its sole discretion, may allow the teacher to rescind his/her letter of retirement because of serious illness or life changing circumstances, provided the teacher returns to the Board any nonexempt TRS creditable earnings paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid. The Board's decision shall be final, non-precedential, and non-grievable.
5. Upon request, a teacher will be granted 100 sick leave days or enough to bring the teacher's total accumulated sick leave to 340 days, whichever is less, if the teacher meets the following eligibility requirements:
  - a. Must submit notice of irrevocable retirement by May 1<sup>st</sup> of the 5th school year prior to the school year of retirement (cannot submit sooner or later than 5th year) but such notice must be submitted no later than May 1, 2024 (with a retirement date of June of 2028) because this Section 3 will sunset after May 1, 2024, and the benefits will no longer be available; and
  - b. Must have at least 170 unused accumulated sick leave days with the District at the time of the request (not from previous districts that is banked with TRS).

If a teacher meets the above eligibility requirements, the sick leave days will be granted by June 30<sup>th</sup> of the school year during which he/she submitted the notice of irrevocable retirement. For example, if a teacher who has accumulated 200 sick leave days as of the 2022-2023 school year submits his/her notice of irrevocable retirement on May 1, 2023, with a retirement date of June 1, 2027, the District will grant him/her 100 sick leave days which will be added to the teacher's accumulated sick leave on or before June 30, 2023.

If a teacher who receives a sick leave gift retires before the irrevocable retirement date, the teacher will not be eligible for the 3% salary increases set forth in Section 1 above ("3% Plan"). If the teacher accepts a sick leave gift and is participating in the 3% Plan, but then retires earlier than the retirement date listed on the notice of irrevocable retirement, the teacher must repay to the District the difference between the 3% salary increases and what he/she would have been paid per this Agreement if he/she was not participating in the 3% Plan.

6. If legislation requires the Board to incur additional expenses to fund insurance for retired teachers, the Board reserves the right to proportionately reduce provisions within the retirement track.
7. 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.
8. 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.

**J. 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.
5. End of season/year posting will include names of non-bargaining unit members in parenthesis.
6. In order for a bargaining unit member to "bump" the non-bargaining unit member, the bargaining unit member must apply for the position within three (3) weeks of the position being posted.

**K. 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.

**L. Assistant Division Leader (ADL)**

The Administration has the discretion to decide the number of ADL's, if any, assigned to each school. In the event an ADL is teaching six (6) classes, or thirty (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 (26) to twenty-nine (29) periods will be paid a reduced stipend equal to \$100.00 per period. The building principal may assign an ADL to perform fifteen (15) periods of internal substituting with no extra compensation. Summer work, outside the contractual school year will be compensated at the summer school rate. The stipend schedule is located in Appendix E.

**M. Annual Contracts (Activities/Athletics/ADL Stipends in Appendices A, B, D & E)**

A teacher who satisfactorily fulfills the responsibilities of a stipend position may choose to continue in the role in the subsequent contractual year. The Administration will provide written feedback to the teacher in the event there are unsatisfactory performance concerns. If a teacher does not satisfactorily fulfill the responsibilities of the position after receiving written notice of unsatisfactory performance and sufficient time to demonstrate improvement, the Administration reserves the right to reassign the position. The teacher will be notified of the decision to reassign the position by the last day of the school year. The procedural elements of this paragraph are grievance and arbitrable, but the determination that job performance is unsatisfactory is not grievance or arbitrable. If the teacher believes that the determination to reassign the position based on job performance was inaccurate, the teacher may request a meeting with Human Resources to appeal the decision.

**N. Burdensome Teaching Assignment Stipend**

Teachers will receive a \$1,000 stipend per semester if their assignment involves teaching six (6) classes with four (4) or more different preps. For this provision, "preps" do not include study hall, guided study hall, student support centers (ex. Avid tutors, math/lit centers., etc.), Access, seminar, advisory, SEL rooms, drivers ed behind-the-wheel, the supervisory periods associated with work program, or other supervisory duties. Additionally, if multiple courses (example: autos II and seminar in autos) are taught in the same period by a teacher, those courses will count as one (1) total prep. Furthermore, there will be no distinction in preps between co-taught sections and regular sections of the same course (example: co-taught intermediate algebra and intermediate algebra).

**O. 403(b) / 457 Plan Matching Program**

The District shall provide an employer match of annual salary up to the limits specified below to a qualified individual's contribution to either a voluntary 403(b) or 457 account (but not both). To qualify to participate in this matching program, the teacher must be contributing from their salary to a 403(b) or 457 account recognized by the District's 40s(b) third-party provider or be a TRS 457 account and the teacher must meet the following requirements:

Step on the Salary Schedule	Match	Calendar Year Max Board Contribution
Steps 1 to 19	District matches \$1 for every \$2 the employee contributes	\$500

Step on the Salary Schedule	Match	Calendar Year Max Board Contribution
20+	District matches \$1 for every \$2 the employee contributes	\$1,000

To utilize this benefit, the teacher must give written notice to the Business Office between June 1 and August 1 prior to the school year that the teacher wishes to establish the account. The funds added to the account will not be added to the salary schedule. Upon pay periods, retirement, or separation, the teacher may withdraw the funds in the account, consistent with IRS regulations.

The notification to the Business Office should include the specific 403(b) or 457 account, using the form specified for this purpose. After the initial notification to the Business Office, the employer match will automatically continue on an annual basis. In order to discontinue the employer match, the teacher must notify

the Business Office in writing between June 1 and August 1.

For payroll purposes, each voluntary employee contribution will be 50% matched independently up to the calendar year (which coincides with Internal Revenue Code requirements) maximum.

## **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 unused sick leave accumulation shall be unlimited unless limited by TRS or Illinois law. Sick leave days may be used in increments of 1/8th day for each class period missed (excluding assigned lunch period). If an employee used sick leave during the seventy (70) minutes of collaboration plan time offered by CLT Monday morning, he/she will only be charged 1/8th sick leave day for such time.

Employees may use up to three (3) days accumulated sick leave for bereavement for immediate family members, as defined in the *School Code*.

#### **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 notify the Superintendent or his/her designee before October 15 if there is an intent to return for the second semester or May 1 if there is an intent to return at the start of the next school year. If no or untimely notice is submitted, it shall constitute the teacher's resignation.

### **C. Parental Leave**

A teacher on leave under the *Family Medical Leave Act* (FMLA) due to the birth or adoption of a child will be entitled to continue to receive medical insurance with the District paying its share of the premium for the duration of the FMLA leave. Also, pursuant to the *Illinois School Code*, the teacher may use up to thirty (30) accumulated sick leave days because of the birth of a child without submitting medical certification. These thirty (30) days must be used consecutively when used for birth except that the right to use such days will not be diminished by intervening breaks (winter/spring/summer recess) or holidays. If a teacher is on FMLA leave because of the birth of a child, the teacher must first use his/her accumulated thirty (30) sick leave days per the *Illinois School Code* for the first thirty (30) workdays of the FMLA leave and then the remainder of the FMLA leave will be unpaid unless the teacher can submit medical certification justifying continued use of accumulated sick leave.

In addition to any available leave under FMLA or the *Illinois School Code*, a teacher who has completed at least two (2) consecutive full-time years towards tenure shall be entitled to request an unpaid 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 (90) 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 notify the Superintendent or his/her designee at least sixty (60) days before the end of the school term, but no later than March 1, if the teacher is planning on returning for the beginning of the first semester. If no or untimely notice is submitted, it shall constitute the teacher's resignation.

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 his/her 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/her 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/her 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 his/her 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 attend 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**  
**Union Dues Deduction**

- A. The Board, upon notification by the Association by means of a certified list, agrees to deduct from each pay period, September through June the member/employee's Association dues from his/her pay and remit such deduction to the Treasurer of the local Association no more than ten (10) working days after the payday for which the deduction is made. The Association shall certify a list of member/ employee names and amounts of the bi-monthly Association dues to be deducted. Union dues deduction shall continue in effect from year to year unless terminated by written notification to the Association President and the Business office prior to September 1 of any school year or upon termination of an employee's employment by the Board.
  
- B. 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.
  
- C. 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.



## **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 1<sup>st</sup>, 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**

10. **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 grievant, the griever shall submit a "Statement of Grievance."

11. **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.
12. **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.
13. **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**  
**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 X**  
**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, 2022 through June 30, 2027.
- 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 2022-2027**

<p style="text-align: center;"><b><u>Group AA</u></b></p> <p>Activities Director (1)</p>	<p style="text-align: center;"><b><u>Group A</u></b></p> <p>Yearbook (1)</p>	<p style="text-align: center;"><b><u>Group B</u></b></p> <p>Extra-Curricular Band (1) Individual Speech Events (1) Student Council (1)</p>
<p style="text-align: center;"><b><u>Group C</u></b></p> <p>Mentors/Link Crew (1) Newspaper (1)</p>	<p style="text-align: center;"><b><u>Group D</u></b></p> <p>Fall Play Director (1) Spring Play Director (1)</p>	<p style="text-align: center;"><b><u>Group E</u></b></p> <p>Jazz Band (1) Junior Class Sponsor (2) Musical Director(1) Musical Producer (1) National Honor Society (1) Vocal Ensemble (Madrigals/Swing) (1)</p>
<p style="text-align: center;"><b><u>Group F</u></b></p> <p>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)</p>	<p style="text-align: center;"><b><u>Group G</u></b></p> <p>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) District Special Olympics Basketball (2) District Special Olympics Track (1)</p>	<p style="text-align: center;"><b><u>Group H</u></b></p> <p>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)</p>

- 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 his/her 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.

- If an activity sponsor transfers from one activity to another, his/her prior experience will transfer if the new activity is no more than one group above the previous one on the stipend schedule.
- Prior experience as a coach does NOT transfer to activity sponsor positions, nor does prior experience as an activity sponsor transfer to a coaching position.
- Transferrable experience as a coach or sponsor as defined in this section will not be diminished by an employee taking a break from coaching or sponsoring for any length of time.

## Activities Stipend Schedule

2022-2023

Percent of Base									
Step	AA	A	B	C	D	E	F	G	H
1	14.00%	12.00%	11.00%	9.00%	7.00%	6.00%	5.00%	3.00%	2.00%
2	14.50%	12.50%	11.50%	9.50%	7.50%	6.50%	5.50%	3.50%	2.50%
3	15.00%	13.00%	12.00%	10.00%	8.00%	7.00%	6.00%	4.00%	3.00%
4	15.50%	13.50%	12.50%	10.50%	8.50%	7.50%	6.50%	4.50%	3.50%
5	16.00%	14.00%	13.00%	11.00%	9.00%	8.00%	7.00%	5.00%	4.00%
6	16.50%	14.50%	13.50%	11.50%	9.50%	8.50%	7.50%	5.50%	4.50%

Stipend																		
Step	AA		A		B		C		D		E		F		G		H	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	6,994	7,324	5,995	6,277	5,495	5,754	4,496	4,708	3,497	3,662	2,998	3,139	2,498	2,616	1,499	1,570	999	1,046
2	7,244	7,585	6,245	6,539	5,745	6,016	4,746	4,970	3,747	3,924	3,247	3,400	2,748	2,877	1,749	1,831	1,249	1,308
3	7,494	7,847	6,495	6,801	5,995	6,277	4,996	5,231	3,997	4,185	3,497	3,662	2,998	3,139	1,998	2,092	1,499	1,570
4	7,744	8,109	6,744	7,062	6,245	6,539	5,246	5,493	4,247	4,447	3,747	3,924	3,247	3,400	2,248	2,354	1,749	1,831
5	7,993	8,370	6,994	7,324	6,495	6,801	5,495	5,754	4,496	4,708	3,997	4,185	3,497	3,662	2,498	2,616	1,998	2,092
6	8,243	8,631	7,244	7,585	6,744	7,062	5,745	6,016	4,746	4,970	4,247	4,447	3,747	3,924	2,748	2,877	2,248	2,354



## Activities Stipend Schedule

**2023-2024**

Percent of Base									
Step	AA	A	B	C	D	E	F	G	H
1	14.00%	12.00%	11.00%	9.00%	7.00%	6.00%	5.00%	3.00%	2.00%
2	14.50%	12.50%	11.50%	9.50%	7.50%	6.50%	5.50%	3.50%	2.50%
3	15.00%	13.00%	12.00%	10.00%	8.00%	7.00%	6.00%	4.00%	3.00%
4	15.50%	13.50%	12.50%	10.50%	8.50%	7.50%	6.50%	4.50%	3.50%
5	16.00%	14.00%	13.00%	11.00%	9.00%	8.00%	7.00%	5.00%	4.00%
6	16.50%	14.50%	13.50%	11.50%	9.50%	8.50%	7.50%	5.50%	4.50%

Stipend																		
Step	AA		A		B		C		D		E		F		G		H	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	7,145	7,482	6,124	6,413	5,614	5,879	4,593	4,809	3,572	3,740	3,062	3,206	2,552	2,672	1,531	1,603	1,021	1,069
2	7,400	7,749	6,379	6,680	5,869	6,146	4,848	5,076	3,827	4,007	3,317	3,473	2,807	2,939	1,786	1,870	1,276	1,336
3	7,655	8,016	6,634	6,947	6,124	6,413	5,103	5,343	4,083	4,275	3,572	3,740	3,062	3,206	2,041	2,137	1,531	1,603
4	7,910	8,283	6,889	7,214	6,379	6,680	5,358	5,610	4,338	4,542	3,827	4,007	3,317	3,473	2,296	2,404	1,786	1,870
5	8,165	8,550	7,145	7,482	6,634	6,947	5,614	5,879	4,593	4,809	4,083	4,275	3,572	3,740	2,552	2,672	2,041	2,137
6	8,420	8,817	7,400	7,749	6,889	7,214	5,869	6,146	4,848	5,076	4,338	4,542	3,827	4,007	2,807	2,939	2,296	2,404

**Activities Stipend Schedule**  
**2024-2025, 2025-2026, 2026-2027**

*WILL BE PUBLISHED AFTER APPLICABLE CPI IS RELEASED*

**APPENDIX B**  
**Athletic Group Schedules 2022-2027**

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

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, lacrosse 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.
- If a coach transfers from one sport to another, his/her prior experience will transfer with him/her to the new sport.
- Prior experience as a coach does NOT transfer to activity sponsor positions, nor does prior experience as an activity sponsor transfer to a coaching position.
- Transferrable experience as a coach or sponsor as defined in this section will not be diminished by an employee taking a break from coaching or sponsoring for any length of time.

## Athletic Stipend Schedule

**2022-2023**

Percent of Base						
Step	A	B	C	D	E	F
1	12.50%	10.50%	8.50%	7.50%	6.50%	2.00%
2	13.50%	11.50%	9.50%	8.50%	7.50%	2.50%
3	15.50%	12.50%	10.50%	9.50%	8.50%	3.00%
4	17.50%	14.50%	12.50%	11.50%	10.50%	3.50%
5	18.50%	16.50%	14.50%	13.50%	12.50%	4.00%
6	22.50%	19.50%	16.50%	15.50%	14.50%	4.50%

Stipend												
Step	A		B		C		D		E		F	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	6,245	6,539	5,246	5,493	4,247	4,447	3,747	3,924	3,247	3,400	999	1,046
2	6,744	7,062	5,745	6,016	4,746	4,970	4,247	4,447	3,747	3,924	1,249	1,308
3	7,744	8,109	6,245	6,539	5,246	5,493	4,746	4,970	4,247	4,447	1,499	1,570
4	8,743	9,155	7,244	7,585	6,245	6,539	5,745	6,016	5,246	5,493	1,749	1,831
5	9,242	9,677	8,243	8,631	7,244	7,585	6,744	7,062	6,245	6,539	1,998	2,092
6	11,241	11,771	9,742	10,201	8,243	8,631	7,744	8,109	7,244	7,585	2,248	2,354

## Athletic Stipend Schedule

**2023-2024**

Percent of Base						
Step	A	B	C	D	E	F
1	12.50%	10.50%	8.50%	7.50%	6.50%	2.00%
2	13.50%	11.50%	9.50%	8.50%	7.50%	2.50%
3	15.50%	12.50%	10.50%	9.50%	8.50%	3.00%
4	17.50%	14.50%	12.50%	11.50%	10.50%	3.50%
5	18.50%	16.50%	14.50%	13.50%	12.50%	4.00%
6	22.50%	19.50%	16.50%	15.50%	14.50%	4.50%

Stipend												
Step	A		B		C		D		E		F	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	6,379	6,680	5,358	5,610	4,338	4,542	3,827	4,007	3,317	3,473	1,021	1,069
2	6,889	7,214	5,869	6,146	4,848	5,076	4,338	4,542	3,827	4,007	1,276	1,336
3	7,910	8,283	6,379	6,680	5,358	5,610	4,848	5,076	4,338	4,542	1,531	1,603
4	8,931	9,352	7,400	7,749	6,379	6,680	5,869	6,146	5,358	5,610	1,786	1,870
5	9,441	9,886	8,420	8,817	7,400	7,749	6,889	7,214	6,379	6,680	2,041	2,137
6	11,482	12,023	9,951	10,420	8,420	8,817	7,910	8,283	7,400	7,749	2,296	2,404

**Athletic Stipend Schedules**  
**2024-2025, 2025-2026, 2026-2027**

*WILL BE PUBLISHED AFTER APPLICABLE CPI IS RELEASED*

**APPENDIX C  
Salary Schedules**

2022-2023 Salary Schedule														
Step	BS + 0		BS + 15		MS + 0		MS + 15		MS + 30		MS + 45		MS + 60	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	49,959	52,313	52,707	55,191	56,704	59,376	59,452	62,253	62,200	65,131	64,948	68,008	67,696	70,886
2	52,707	55,191	55,455	58,068	59,452	62,253	62,200	65,131	64,948	68,008	67,696	70,886	70,444	73,763
3	55,455	58,068	58,203	60,946	62,200	65,131	64,948	68,008	67,696	70,886	70,444	73,763	73,192	76,641
4	58,203	60,946	60,951	63,823	64,948	68,008	67,696	70,886	70,444	73,763	73,192	76,641	75,940	79,518
5	60,951	63,823	63,699	66,700	67,696	70,886	70,444	73,763	73,192	76,641	75,940	79,518	78,688	82,396
6	63,699	66,700	66,447	69,578	70,444	73,763	73,192	76,641	75,940	79,518	78,688	82,396	81,436	85,273
7	66,447	69,578	69,195	72,455	73,192	76,641	75,940	79,518	78,688	82,396	81,436	85,273	84,184	88,151
8	69,195	72,455	71,943	75,333	75,940	79,518	78,688	82,396	81,436	85,273	84,184	88,151	86,932	91,028
9	71,943	75,333	74,691	78,210	78,688	82,396	81,436	85,273	84,184	88,151	86,932	91,028	89,680	93,906
10	74,691	78,210	77,439	81,088	81,436	85,273	84,184	88,151	86,932	91,028	89,680	93,906	92,428	96,783
11	77,439	81,088	80,187	83,965	84,184	88,151	86,932	91,028	89,680	93,906	92,428	96,783	95,176	99,661
12	77,439	81,088	80,187	83,965	86,932	91,028	89,680	93,906	92,428	96,783	95,176	99,661	97,924	102,538
13	77,439	81,088	80,187	83,965	89,680	93,906	92,428	96,783	95,176	99,661	97,924	102,538	100,672	105,416
14	77,439	81,088	80,187	83,965	92,428	96,783	95,176	99,661	97,924	102,538	100,672	105,416	103,420	108,293
15	77,439	81,088	80,187	83,965	95,176	99,661	97,924	102,538	100,672	105,416	103,420	108,293	106,168	111,171
16	77,439	81,088	80,187	83,965	97,924	102,538	100,672	105,416	103,420	108,293	106,168	111,171	108,916	114,048
17	77,439	81,088	80,187	83,965	100,672	105,416	103,420	108,293	106,168	111,171	108,916	114,048	111,664	116,926
18	77,439	81,088	80,187	83,965	103,420	108,293	106,168	111,171	108,916	114,048	111,664	116,926	114,412	119,803
19	77,439	81,088	80,187	83,965	106,915	111,952	109,720	114,890	112,523	117,825	115,326	120,760	118,779	124,375
20	77,439	81,088	80,187	83,965	110,409	115,611	113,272	118,609	116,130	121,602	118,988	124,595	123,145	128,948

**2023-2024 Salary Schedule**

Step	BS + 0		BS + 15		MS + 0		MS + 15		MS + 30		MS + 45		MS + 60	
	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable	Base	Creditable
1	51,033	53,438	53,840	56,377	57,923	60,652	60,730	63,592	63,537	66,531	66,344	69,470	69,151	72,409
2	53,840	56,377	56,647	59,316	60,730	63,592	63,537	66,531	66,344	69,470	69,151	72,409	71,958	75,349
3	56,647	59,316	59,454	62,255	63,537	66,531	66,344	69,470	69,151	72,409	71,958	75,349	74,765	78,288
4	59,454	62,255	62,261	65,195	66,344	69,470	69,151	72,409	71,958	75,349	74,765	78,288	77,572	81,227
5	62,261	65,195	65,068	68,134	69,151	72,409	71,958	75,349	74,765	78,288	77,572	81,227	80,379	84,166
6	65,068	68,134	67,875	71,073	71,958	75,349	74,765	78,288	77,572	81,227	80,379	84,166	83,186	87,106
7	67,875	71,073	70,682	74,013	74,765	78,288	77,572	81,227	80,379	84,166	83,186	87,106	85,993	90,045
8	70,682	74,013	73,489	76,952	77,572	81,227	80,379	84,166	83,186	87,106	85,993	90,045	88,800	92,984
9	73,489	76,952	76,296	79,891	80,379	84,166	83,186	87,106	85,993	90,045	88,800	92,984	91,607	95,924
10	76,296	79,891	79,103	82,830	83,186	87,106	85,993	90,045	88,800	92,984	91,607	95,924	94,414	98,863
11	79,103	82,830	81,910	85,770	85,993	90,045	88,800	92,984	91,607	95,924	94,414	98,863	97,221	101,802
12	79,103	82,830	81,910	85,770	88,800	92,984	91,607	95,924	94,414	98,863	97,221	101,802	100,028	104,741
13	79,103	82,830	81,910	85,770	91,607	95,924	94,414	98,863	97,221	101,802	100,028	104,741	102,835	107,681
14	79,103	82,830	81,910	85,770	94,414	98,863	97,221	101,802	100,028	104,741	102,835	107,681	105,642	110,620
15	79,103	82,830	81,910	85,770	97,221	101,802	100,028	104,741	102,835	107,681	105,642	110,620	108,449	113,559
16	79,103	82,830	81,910	85,770	100,028	104,741	102,835	107,681	105,642	110,620	108,449	113,559	111,256	116,498
17	79,103	82,830	81,910	85,770	102,835	107,681	105,642	110,620	108,449	113,559	111,256	116,498	114,063	119,438
18	79,103	82,830	81,910	85,770	105,642	110,620	108,449	113,559	111,256	116,498	114,063	119,438	116,870	122,377
19	79,103	82,830	81,910	85,770	109,212	114,358	112,078	117,359	114,941	120,356	117,804	123,354	121,331	127,048
20	79,103	82,830	81,910	85,770	112,782	118,096	115,706	121,158	118,625	124,215	121,544	127,271	125,791	131,718



**2024-2025, 2025-2026, 2026-2027**

**Salary Schedules**

*WILL BE PUBLISHED AFTER APPLICABLE CPI IS RELEASED*

**APPENDIX D**  
**Assistant Athletic Director Stipend Schedule**

**Assistant Athletic Director Stipend Schedule 2022-2023**

Step	Percent of Base
1	4.50%
2	5.00%
3	5.50%
4	5.75%
5	6.00%
6	6.25%

Step	Stipend	
	Base	Creditable
1	2,248	2,354
2	2,498	2,616
3	2,748	2,877
4	2,873	3,008
5	2,998	3,139
6	3,122	3,269

**Assistant Athletic Director Stipend Schedule 2023-2024**

Step	Percent of Base
1	4.50%
2	5.00%
3	5.50%
4	5.75%
5	6.00%
6	6.25%

Step	Stipend	
	Base	Creditable
1	2,296	2,404
2	2,552	2,672
3	2,807	2,939
4	2,934	3,072
5	3,062	3,206
6	3,190	3,340

**Assistant Athletic Director Stipend  
Schedules 2024-2025, 2025-2026, 2026-2027**

*WILL BE PUBLISHED AFTER APPLICABLE CPI IS RELEASED*

**APPENDIX E**  
**Assistant Division Leader Stipend Schedule**

**Assistant Division Leader Stipend Schedule 2022-2023**

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	Creditable
1	2,998	3,139
2	3,497	3,662
3	3,997	4,185
4	4,247	4,447
5	4,496	4,708
6	4,746	4,970

**Assistant Division Leader Stipend Schedule 2023-2024**

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	Creditable
1	3,062	3,206
2	3,572	3,740
3	4,083	4,275
4	4,338	4,542
5	4,593	4,809
6	4,848	5,076

**Assistant Division Leader Stipend Schedules  
2024-2025, 2025-2026, 2026-2027**

*WILL BE PUBLISHED AFTER APPLICABLE CPI IS RELEASED*

## **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 2017-2018  
Adopted by 1975  
Representative Assembly,  
amended 2010

**APPENDIX G**  
**Signatures**

This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

In Witness Whereof

For the High School District 155  
Education Association

For the Board of Education  
Community High School District 155

\_\_\_\_\_  
Devin Hester, President

\_\_\_\_\_  
Adam Guss, President

\_\_\_\_\_  
Vicki Billimack, Secretary

\_\_\_\_\_  
Andrea Miller, Secretary

I have read this Agreement and it is correct.

\_\_\_\_\_  
Craig Kingston  
Negotiations Chair, Education Association

\_\_\_\_\_  
Steve Olson,  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## APPENDIX H Letter of Understanding

In the course of the negotiations leading to an agreement for the 2022-2023 through the 2026-2027 school years, the parties mutually accepted the following protocols:

1. **“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.
2. **Prevailing Cap:** All teachers shall be compensated for **2022-2027** in accordance with the attached salary schedules. However, due to excess contribution 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 the prevailing TRS cap of the prior year’s creditable earnings regardless of any other provisions or salary schedules of this agreement. Each teacher upon reaching the above “first eligibility” shall be required to provide the business office with a verified TRS statement indicating service and sick leave credit.

If the District initiates and requires a teacher who is subject to the prevailing cap set forth on Appendix H, Paragraph 2, of this Agreement to take on a traveling or overload stipend assignment that will cause the teacher’s total TRS creditable earnings to exceed 6% over the prior year’s earnings, the teacher will be exempt from the prevailing cap provided the teacher agrees to enter into a Promissory Note/Agreement verifying he/she does not intend to retire until the payment of the stipend will not cause a TRS 6% excess salary penalty for the District and further promising that if the teacher retires earlier than intended; thus, causing a TRS 6% excess salary penalty, said teacher will pay the District in an amount equal to the difference between what he/she was actually paid during the year the stipend duty was performed and what he/she would have received if the prevailing cap had been applied. This Promissory Note provision shall not apply to teachers who have submitted their notice and are receiving the benefits under Article V, Paragraph I, Retirement Track. In the event that unforeseen catastrophic circumstances in a staff member’s life require the staff member to retire within the timeframe of the promissory note, the Board has the discretion to allow the member to retire without repaying the excess earnings. When possible, the Administration will try to find a suitable employee who is not within four (4) year of TRS retirement eligibility for traveling and overload stipends.

3. **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.
4. **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.
5. **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.

6. **Salary Schedule Committee:** During the first year of this Agreement, the Board and the Association shall form a committee consisting of an equal number of representatives. The mission of the committee shall be to study and make recommendations regarding the structure of the salary schedule.
7. **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.

- 8. 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) within the first ten (10) days of the first attendance day of the current School Year; or (2) 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.

- e. Once an employee has submitted his/her irrevocable intent to retire to the Board, he/she is able to have any of his/her days donated to the sick bank refunded back to him/her, if he/she so chooses. If the employee utilized days from the sick bank, he/she is not eligible for this refund.

### **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 workdays 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.

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

**10. 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.

**11. 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 workday 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 workday 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:

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

**12. 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.

**13. 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.

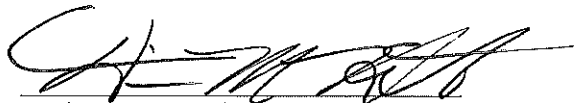
The final decision on the teaching load will ultimately fall to the Superintendent, after hearing the input of the committee. The Superintendent's decision will be final and non-grievable.

APPENDIX G  
Signatures

This Agreement is signed this 30 day of June, 2022

In Witness Whereof

For the High School District 155  
Education Association



Devin Hester, President

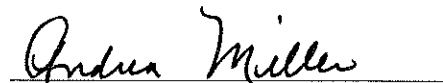


Vicki Billimack, Secretary

For the Board of Education  
Community High School District 155

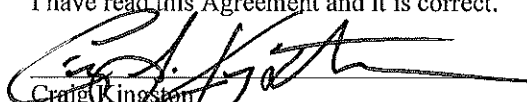


Adam Guss, President



Andrea Miller, Secretary

I have read this Agreement and it is correct.



Craig Kingston  
Negotiations Chair, Education Association

6/30/22  
Date



Steve Olson,  
Superintendent

6/30/22  
Date