

COLLECTIVE BARGAINING AGREEMENT BETWEEN
ACERO CHARTER SCHOOLS, INC.
CHICAGO TEACHERS UNION, CHARTER DIVISION

2018-2022

TABLE OF CONTENTS

Article 1, Parties.....	1
Article 2, Recognition.....	1
Article 3, Non-Discrimination	1
Article 4, Employee Categories	2
Article 5, Network-wide Labor/Management Meetings	3
Article 6, Management Rights	6
Article 7, Provisional Period.....	8
Article 8, Union Rights	8
Article 9, Just Cause and Progressive Discipline.....	11
Article 10, Evaluations.....	14
Article 11, Compensation	22
Article 12, Work Year and Hours of Employment	31
Article 13, Class Size.....	44
Article 14, Leave Provisions.....	46
Article 15, Layoff and Recall.....	50
Article 16, Transfer and Reassignments	51
Article 17, No Strike or Lockouts.....	53
Article 18, Dispute Resolution.....	54
Article 19, Academic Freedom.....	57
Article 20, Professional Conduct	57
Article 21, Access to Personnel File	58
Article 22, Intellectual Property.....	58
Article 23, Safety Conditions.....	58
Article 24, Sanctuary Schools [New Article].....	59
Article 25, Statutory Changes	60
Article 26, Authority of the Agreement	61
Article 27, Successor Clause.....	61
Article 28, Effective Date and Duration	61
Appendix to Article 12.....	62
Memorandum of Agreement.....	63

ARTICLE 1 PARTIES

This Agreement ("the Agreement") is made and entered into this ____ day of December, 2018, by and between the Employer and Union. The "Employer" shall be understood to be Acero Charter Schools, Inc. formerly known as UNO Charter School Network, Inc., which together with its members, managers, and administrative staff shall be referred to in this Agreement as "the Employer." The Union shall be understood to be the Chicago Teachers Union, Charter Division, successor to Chicago ACTS, Local 4343, IFT-AFT, AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as "the Union," for the purpose of setting wages and rules and regulations covering working conditions of the professional bargaining unit defined herein.

ARTICLE 2 RECOGNITION

The Employer hereby recognizes the Union as the exclusive representative of the following bargaining unit members for the purposes of collective bargaining: All Instructional Staff and Non-Instructional Staff employed in the job classifications described in the employee categories defined in Article 4, including without limitation all teachers, teachers' assistants, literacy specialists, special education teachers, guidance counselors, academic interventionists, behavioral interventionists, teacher apprentices, student service coordinators, operations assistants, IT Tier I and Tier II Technicians, office coordinators, student family affairs coordinators, student services clerks, long-term substitutes and special education case managers, but excluding all confidential, supervisory and managerial employees, security guards and any employee of a third party as denoted in Article 4 . Acero shall not challenge the Union's status as majority representative, nor assert in any tribunal that the Union lacks majority support of the bargaining unit members, during the term of this Agreement and any extensions thereof.

ARTICLE 3 NON-DISCRIMINATION

In the application of provisions of this Agreement or Employer regulations and policies affecting terms and conditions of employment, there shall be no discrimination or retaliation by the Employer in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship, or practice on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or Employer policy, or membership, participation in, or association with the activities of the Union or any employee organization.

The Employer will comply with all the applicable employment discrimination laws and will maintain a comprehensive process to investigate complaints and concerns regarding discrimination and retaliation. However, nothing in this Article shall constitute a waiver of a bargaining unit member's rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.

ARTICLE 4
EMPLOYEE CATEGORIES

- A. For Purposes of this Agreement, the bargaining unit shall include any individual employed by the employer in a job classification within the employee categories set forth in Sections B and C of this Article.
- B. "Instructional Staff" are comprised of two categories of bargaining unit members: "Instructional Teaching Staff" and "Instructional Support Staff."
 - 1. Instructional Teaching Staff
 - a. "Elementary Teachers" include any full or part time teacher, academic interventionist, or long-term substitute employed in an instructional classification at a campus operated by the Employer servicing students enrolled in Kindergarten through Eighth Grade.
 - b. "High School Teachers" include any full or part-time teacher, academic interventionist, or long-term substitute employed in an instructional classification at a campus operated by the Employer serving students enrolled in Ninth through Twelfth Grade.
 - c. "K-12 Teachers" include any full or part-time teacher academic interventionist, or long-term substitute employed in an instructional classification at a campus operated by the Employer serving students enrolled in Kindergarten through Twelfth Grade.
 - 2. "Instructional Support Staff"
 - a. "Elementary Apprentices" include any full or part-time apprentice employed in an instructional position at a campus operated by the Employer serving students enrolled in Kindergarten through Eighth Grade.
 - b. "High School Apprentices" include any full or part-time apprentice employed in an instructional position at a campus operated by the Employer serving students enrolled in Ninth through Twelfth Grade.
 - c. "K-12 Apprentices" include any full or part-time apprentice employed in an instructional position at a campus operated by the Employer serving students enrolled in Kindergarten through Twelfth Grade.
 - d. "Teaching Apprentices" include any apprentice assigned to perform the duties of Instructional Teaching Staff or for the purposes of professional advancement to a classification within the category of Instructional Teaching Staff.
 - e. "Counselors" include any full or part-time counseling staff employed in an instructional support position at a campus operated by the Employer.
 - f. "Case Managers" include any full or part-time staff employed to fulfill the duties and responsibilities of the local education agency representative employed and appointed by the principal at a campus operated by the Employer.
- C. "Non-Instructional Staff" includes all other bargaining unit members (i.e. bargaining unit members who are not Instructional Staff), as follows:

1. "Operations Staff" includes all office coordinators, student service clerks, and guest service associates, or those sharing similar nonsupervisory job responsibilities.
 2. "Graduate Support Advisors" includes all graduate support advisors or those sharing similar nonsupervisory job responsibilities.
 3. "Information Technology Staff" includes all IT Tier I and Tier II technicians or those sharing similar nonsupervisory job responsibilities.
- D. If the Employer establishes any new non-managerial, non-supervisory school based employee job classifications, the Parties will promptly meet to discuss whether the new classification will be included in the bargaining unit.

Nothing in this Agreement shall limit the Union's bargaining rights or its right to seek accretion of any new job titles as provided under law.

- E. For purposes of this Agreement, the "Employer" shall be deemed to include any person, firm, partnership, corporation or other legal entity which provides education services and which is under the control of the Employer. The Employer may utilize subcontractors to perform work covered under this Agreement only where it has demonstrated to the Union, prior to subcontracting, that it cannot reasonably maintain sufficient staff or resources to perform such work, nor shall subcontracting continue for any longer period than necessary as required herein. In the event that the employer contracts with an entity that employs instructional personnel on any campus operated by the Employer, the Employer shall ensure through any contractual relationship with such entity that the terms and conditions of this Agreement shall be binding upon such entity.
- F. Notwithstanding the foregoing, the provisions of this Article shall not apply to independent contractors or employees of third parties contracted to provide supplemental or related services set forth in Article 6, including without limitation independent contractors or third-party employees working as psychologists, occupational therapists, social workers, speech pathologists, physical therapists, and nurses at any campus operated by the Employer as of the date of this Agreement or thereafter. Such related or supplemental service providers shall not be considered bargaining unit members.

ARTICLE 5

NETWORK-WIDE LABOR MANAGEMENT MEETINGS

The terms of this Article shall not apply to disputes related to the application of the terms of this Agreement to an individual member, as such disputes remain subject to the provisions of ARTICLE 18.

A. Network-Level Committees

In the interest of fostering communication between the Parties, identifying and advancing shared interests, and resolving conflicts between the Parties as to the meaning or application of this Agreement, the Parties agree to the continuation or establishment of the following joint advisory committees. Committees shall be led by co-chairs designated by the respective Parties in accordance with the terms set forth below or as otherwise agreed upon among each committee's membership. From time to time, upon mutual agreement of the Parties, individuals other than members of a committee may contribute to a committee's deliberations regarding matters of specialized concern or expertise. All committee meetings shall take place during non-instructional times unless mutually agreed otherwise.

For each Network-Level Committee, the Union and the Employer shall have equal voting power without regard to the number of individual representatives that each party has on each committee. The Union membership on each committee will be chosen by the Union. The Employer will appoint its members. There shall be at least one member of each Committee who has a current ISBE Administrative Endorsement. The Committees shall set a deadline by which the Employer shall either accept or reject the recommendation and provide its reasons if there is a rejection. If the Employer rejects the recommendation, the Committees shall then be afforded the opportunity to revise its recommendations to address the Employer's reasons.

1. Joint Labor-Management Committee

A Joint Labor-Management Committee shall be established to confer and attempt to resolve disputes or problems set forth below in this Section A.1 in good faith, and may make recommendations to the Employer relating to the purposes described in this Section.

The Parties shall each designate their own representatives that shall be named in advance. The number of members from each side will not exceed the number of schools in the network; however, from time to time should it become helpful to bring additional persons due to matters of specialized concern or expertise, the party bringing additional persons shall notify the other reasonably in advance of the meeting.

The Joint Labor-Management Committee shall be established for the purposes of meeting to confer about:

- a. Terms and conditions of employment affecting bargaining unit members at two (2) or more campuses operated by the Employer;
- b. Waiver of any of the terms and conditions of employment set forth in this Agreement;
- c. Academic programs and curriculum, including efforts to promote culturally-relevant curriculum and the inclusion, where appropriate, of information on contributions of diverse groups such as African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses and women to history and literature; labor history and right to work initiatives; and the struggle for human rights and gender equality;
- d. Restorative justice, including student discipline, truancy and social-emotional learning;
- e. Workplace policies, procedures and training related to enforcement activities carried out by federal immigration authorities on students, employees and their families;
- f. The delivery of academic programming and related services at two (2) or more campuses operated by the Employer, including joint commitments of the Parties to support and implement practices or policies improving the delivery of special education and diverse learner services;
- g. Working conditions related to the delivery of academic programs and related services affecting Instructional Staff at two (2) or more campuses, including bargaining unit member evaluations; and
- h. Other matters concerning terms and conditions of employment not otherwise addressed by a committee established under this Article.

2. Joint Committee on Budget

A Joint Committee on Budget shall be established for the purposes of reviewing economic conditions and making recommendations to the Employer regarding possible labor agreement adjustments due to economic conditions.

Membership of the Committee on Budget shall be comprised of no fewer than four (4) but not more than six (6) members, with an equal number of representatives of the Union and Employer designated by the respective Parties to serve on the Committee. The Committee shall meet twice each school year.

3. Joint Committee on Calendar

A Joint Advisory Committee on Calendar shall be established for the purposes of proposing the school calendar, including school breaks, for the following two (2) school years. Provided that any school calendar proposed by the Committee must comply with the Chicago Public Schools testing windows and any other district or state calendar requirements, the calendar shall be decided by majority vote of the committee.

Membership of the Committee on Calendar shall be comprised of no fewer than two Instructional Staff members representing elementary schools and two Instructional Staff members representing high schools, and one Non-Instructional Staff member each selected by the Union, and an equal number of members selected by the Employer, such that the Committee shall be composed of an equal number of representatives of the Union and Employer designated by each respective party to serve on the Committee. The Committee shall meet on or before January 15th of every academic year.

B. Campus-Level Committees

1. Campus Professional Solutions Committee (PSC)

Each campus shall establish a campus Professional Solutions Committee (PSC). The Professional Solutions Committee is intended to be decision making in nature and a committee in which every member has a voice. The committee will make recommendations to the Employer. If the Principal disagrees with the Committee's recommendation, the Principal shall notify the committee within ten (10) work days of the basis for the objection. The Committee shall then reconsider and make a recommendation that takes into account the Principal's objection. If the Principal disagrees with the Committee's further recommendation, the Principal shall notify the Chief Education Officer and the Union Co-Chair of the Professional Solutions Committee within ten (10) work days of the objection. The Chief Education Officer shall schedule a meeting to mediate a dispute and make a final and binding decision. The Union and the Employer shall have equal voting power without regard to the number of representatives that each party has on the committee.

In the event a campus does not have a Professional Solutions Committee with Union members, the Union officers may appoint temporary acting members to serve on the Professional Solutions Committee.

Each campus may also elect to have the following subcommittees to their Professional Solutions Committee:

- Calendar (Events, etc.) as outlined in Article 12,
- Schedule (Daily, Weekly, Preps, MAPS, waivers, etc.) as outlined in Article 12,
- Campus based issues (operations, etc.),
- Safety (implementation of safety plan, etc.) as outlined in Article 23,
- Restorative Justice (Truancy, Discipline, etc.),
- Professional Development schedule and calendar (including training for sanctuary schools, etc.) as outlined in Article 12
- Contract Administration,
- School Budgets and Staffing, outlined in Article 13.

Recommendations from subcommittees will be made to the Professional Solutions Committee for formal recommendations.

Membership of each Professional Solutions Committee shall be comprised of representatives of the Employer and no fewer than three (3) and not more than five (5) members chosen by the Union who are employed at the campus. The Principal and the Building Delegate shall serve as Co-Chairs of the Professional Solutions Committee. Where there is not a Union delegate (Building Delegate) or at the existing building delegate's request, the council chair or their designee may lead a campus Professional Solutions Committee.

From time to time, upon mutual agreement of the Parties, individuals other than members of the Committee may contribute to the Committee's deliberations regarding matters of specialized concern or expertise.

2. Joint Committee on Curriculum Choices and Course Offerings

The Union membership on each committee will be chosen by the Union. The Employer will appoint its members. Course offerings will be recommended by each campus. Before the curriculum is decided for the next academic year, each department will recommend changes to the course offerings based on input from administrators, teachers, and counselors, but final recommendations on curriculum or courses will be made by the campus Professional Solutions Committee to the Chief Educational Officer or designee for final approval.

The Parties commit that the committees and processes described above will be handled in a manner that will minimize disruption to school operations and class instruction. The Parties further understand that the bargaining unit members who participate in said committees are still required to timely and satisfactorily perform their job requirements including class preparation.

ARTICLE 6 MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control its campuses, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The Employer, in exercising its powers and authority, will consider input from bargaining unit members, and any committees created by this Agreement, but all final decisions will rest with the Employer except as explicitly otherwise set forth in this Agreement. For example, and without

limitation, the Employer expressly reserves the following rights and authority:

- To determine the qualifications for employment with the Employer;
- To hire bargaining unit members, assign and direct their work, discharge or otherwise discipline members for cause (except that Provisional Employees as defined in Article 7 may be discharged without cause), promote, demote, transfer, layoff and recall bargaining unit members, except as explicitly agreed to in writing by the Parties;
- To promulgate or modify reasonable work rules, policies, procedures, standards and regulations related to safety and discipline, except as explicitly agreed to in writing by the Parties;
- To determine the Employer's and each campus' mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them subject to input from employees, with all final decisions resting with the Employer;
- To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder, and applicable law;
- To establish educational policies and academic programs with respect to the admission and education of students and student academic progress and promotion, including, without limitation, methods for ensuring the rights and educational opportunities of all students;
- To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems subject to the requirements of Article 10.
- To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce, except that the Employer agrees to take into account performance evaluations in making any such layoff decisions, except as explicitly agreed to in writing by the Parties;
- To determine the number and types of bargaining unit members and other personnel required;
- To operate campuses, including moving or modifying facilities;
- To determine methods of raising revenue, budget procedures and budget allocations;
- To contract with any third party for the following services: short-term substitute teachers, teachers for credit recovery courses, teachers for remediation and enrichment courses, special education clinicians, athletic coaches, and comparable supplemental services. (Bargaining unit members will be given first opportunity to fill such positions if qualified, but the economic terms of this Agreement will not be binding on such contracted employees);
- To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies, except as explicitly agreed to in writing by the Parties;
- To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology; and
- To take action relative to immediate safety issues on any matter in the event of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment).

ARTICLE 7 PROVISIONAL PERIOD

A. Instructional Staff

The employment of Instructional Staff in their first 365 days of employment with the Employer shall be provisional, which means that, during this period, they may be released from employment without cause and in the sole discretion of the Employer, and they may not contest their discharge through the grievance and arbitration procedure. The Employer shall strive to provide notice by May 1st of each school year of the Employer's intent to release a provisional employee, as described in this Section, who was employed at the start of the school year. If notice of such intent to release a provisional employee is sent after May 1st of that school year, the Employer shall also include a detailed description of the reason for release. For provisional Instructional Staff hired after the start of the school year, the Employer shall strive to provide notice of its intent to release such employee at least thirty (30) calendar days prior to release. In the event sufficient notice is not provided within that time frame, the Employer shall also include a detailed description of the reason for release in the notice.

B. Non-Instructional Staff

The employment of Non-Instructional Staff in their first 90 days of employment with Employer shall be provisional, which means that, during this period, they may be released from employment without cause and in the sole discretion of the Employer, and they may not contest their discharge through the grievance and arbitration procedure.

C. Protections for Provisional Bargaining Unit Members

Provisional bargaining unit Members shall enjoy the rights and benefits of all the other provisions of this Agreement during their provisional period, and shall not be released from employment for availing themselves of said rights and benefits or for engaging in union activity.

ARTICLE 8 UNION RIGHTS

A. Professionalism

Bargaining unit members can speak on all issues concerning the Employer, and cannot be disciplined or marked down on evaluations as a result of their speech activity, provided, however, that bargaining unit members act professionally and respectfully, that they do not defame others, that they do not make threats or act in a threatening manner, and that they do not violate Employer's anti-harassment and anti-discrimination policies.

B. Information

1. The Employer shall make available for inspection to the Union any information that is available, relevant, and necessary for the administration of this Agreement, within five (5) working days from a request, absent a good faith reason for an extension of said time period. Similarly, the Union will make any information that is available, relevant, and necessary for the administration of this Agreement available to the Employer in an expeditious fashion.

2. Prior to each regular or special meeting of the Employer's Board of Directors, such Board shall post online the public agenda for the meeting and to the extent they are available, copies of the proposed Board reports listed on the public agenda and send the same to all bargaining unit members. After each meeting, the Board shall post online minutes of that meeting. If the Board meeting occurs during work hours, one representative from the Union shall be granted release time for travel and attendance at the meeting, but said release time must be reasonable and appropriate.
3. As frequently as practicable, but no less frequently than the first of each month, the Employer will provide to the Union a list of all employees of the Employer, indicating employees eligible for representation and those excluded due to their status as managerial, supervisory, or confidential personnel. The lists shall contain the following information: the employee's name, job title, work location, home address, telephone number, and salary.

C. Access

1. The Employer recognizes that authorized agents of the Union may need access to bargaining unit members during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any external organization. Consistent with these principles, the Employer agrees to grant Union representatives reasonable access to its workplaces and facilities during normal business hours and, in so doing, the Union agrees to follow the Employer's visitor policies and procedures. Discussion of union-related topics is permitted at work during non-classroom time so long as it does not interfere with or disrupt normal school activities and student instruction.
2. The Union shall be allowed to post notices on designated posting area(s) including, but not limited to, existing bulletin boards provided that the materials posted shall be subject to the Employer's policies regarding non-discrimination, non-harassment, professionalism, etc. The Union and bargaining unit members may use the School's e-mail system for union communications, subject to the following agreements and understandings:
 - a. The Employer has a right to monitor all communications on its systems at any time; neither the bargaining unit members nor the Union has any legitimate expectation of privacy in any communication on or over any Employer system.
 - b. The Employer reserves the right to disable or suspend the Unions' or Bargaining Unit Members' use of its email system during any strike or work stoppage.
 - c. Use of the e-mail system under this section remains subject to all restrictions set forth in the Employer's policies, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.
3. Union representatives shall not be denied access to campus cafeterias, teacher lounges, break rooms, or similar spaces when students are not generally present. The Employer shall not conduct surveillance of Union representatives.
4. Union representatives shall not be denied access to exterior areas such as parking lots and areas near entrances to the Employer's buildings.

D. New Employee Orientation

The Employer shall provide the Union with a forty-five (45) minute opportunity to address new employees at a mutually agreeable time during the annual new hire orientation period. All new employees eligible for representation by the Union shall be provided a communication from the Union, along with a union dues card or agency fee agreement, at the time of their onboarding. The Union shall be responsible for the collection of union dues cards or agency fee agreements from new employees.

E. Dues Checkoff

1. Prior to October 1st of each year during the terms of this Agreement, the Union shall forward to the Employer all voluntary written authorizations from bargaining unit members then employed. No later than October 31st of each year during the term of this Agreement, the Employer shall begin to deduct from the wages each pay period the applicable dues payment (including dues owed from the bargaining unit member before October 1st) and shall remit the same to the Union, and continue to do so on or before the last day of each month and thereafter, so long as the Employer has not received notice from the Union that the employee has timely revoked authorization.

The Union shall advise the Employer in writing no later than October 1st of each year during the term of this Agreement, of the amount of any deduction required by this paragraph. The Union's failure to do so shall result in the deduction of dues in an amount equal to amounts of which the Employer was last advised. The Employer shall not be responsible for the collection of any dues or fees mandated to be paid by a bargaining unit member to the Union in accordance with this Section if such dues or fees are not collected as a result of the Union's failure to provide written authorization from the bargaining unit member for any authorizations required by this Section.

For any bargaining unit member hired after October 1st of each year upon receipt of the member's voluntary written dues deduction authorization, the Employer shall deduct from the wages each pay period thereafter the applicable dues payment and shall remit the same to the Union.

2. Each bargaining unit member covered by this Agreement shall, as a condition of employment, become and remain a member of the Union or, in the alternative, pay a monthly fee to the Union in the amount designated by the Union, not later than the thirtieth calendar day following his/her date of employment or the date of execution of this Agreement, whichever is later.
3. Upon receipt of a voluntary written authorization from a bargaining unit member, the Employer shall deduct from the wages due said bargaining unit member the sum specified in the authorization and remit to the Chicago Teachers Union Committee on Political Education (COPE) Fund as the bargaining unit member's voluntary contribution to said Fund, on the same schedule as its deduction and remittance of Union dues and fees.
4. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Employer harmless from any claim, suit, cause of action, or other action with respect to the Employer's deduction of union dues or any other deductions required under this Article, including, without limitation, the administration of the dues check off provisions, and any act or action in connection therewith, and such indemnity and agreement to hold the Employer harmless shall include timely payment of any of its costs and attorneys' fees. In the event of a claim under this Article, the Union shall designate counsel to defend the Employer and no settlement shall be made without the Union's prior written consent.

5. The aggregate deduction of all bargaining unit members and a list of the names, addresses, and UIN numbers of all members of the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing by the Union. The information shall be provided in electronic form.

F. Reserved Meeting Times

The Employer agrees to allot fifty (50) minutes in the aggregate per quarter for one or two union meetings of bargaining unit members categorized as Instructional Staff at a time to be determined by a majority vote of bargaining unit members at the site. Additionally, seventy-five (75) minutes will be allotted each semester, plus travel time, for bargaining unit members categorized as Non-Instructional Staff. This time shall be reserved for the conduct of Union business except when waived by express written mutual agreement of the Parties. Unused minutes may be carried over into subsequent quarters but may not be carried over into a new school year. To the best of their ability, the Union will provide two weeks' notice for Non-Instructional Staff union meetings.

G. Union Release Time

The Union may designate one (1) bargaining unit member for full time union release time, and an additional one (1) bargaining unit member for either full or half-time union release time, during a school year. Such designations shall be made no later than June 1 each year and shall remain employees of the Employer and accrue such benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining unit members who are on leave for Union business may continue their benefit coverage, provided they pay the full or half cost of that coverage. Upon the completion of full or half-time union release time, such members shall return to an equivalent position in the area of their certification.

In addition, a total of fifty (50) days per year shall be available to be divided for union officers to perform union business.

Additionally, the Union may purchase from the Employer a number of union release days not to exceed fifty (50) days. These days shall be divided at the Union's discretion among designated bargaining unit members. The Union will reimburse the Employer on a pro-rata basis for the pay and benefits of bargaining unit members who are released in this manner.

ARTICLE 9 JUST CAUSE AND PROGRESSIVE DISCIPLINE

1. No non-provisional bargaining unit member shall be disciplined without just cause.
2. The Parties embrace the concept of progressive discipline and corrective discipline for bargaining unit members. The use of progressive discipline is intended to be corrective, not punitive. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the bargaining unit member's work history; and (e) the totality of the circumstances. Toward that end, the following disciplinary process and forms of discipline shall be used for all bargaining unit members.

In issuing discipline in accordance with this Article, discipline shall generally advance from one step to the next if the bargaining unit member repeatedly engages in similar acts violating the Employer's standards of conduct or workplace policies. Any of these steps may be skipped based upon the severity of the alleged misconduct and, in cases where a bargaining unit member engages in serious misconduct, the Employer may even dismiss the bargaining unit member provided that just cause is established.

3. Generally, discipline shall be progressive (and will not include any unpaid suspension) in nature, shall ordinarily apply to same or similar acts of misconduct, and shall follow these progressive steps:

Step One: First Written Warning
Step Two: Second Written Warning
Step Three: Final Written Warning
Step Four: Dismissal

4. Any warning or other disciplinary action taken under this section must be in writing and include:
 - a. A section labeled "employee comments."
 - b. A section labeled "next steps," intended to contain remedial actions to improve the bargaining unit member's conduct. The Employer has the final decision on the contents and implementation of the remedial actions. The Employer shall make a good faith effort to implement such remedial actions.
5. The above-listed progressive steps may be bypassed based in cases of serious misconduct. A bargaining unit member shall be provided notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made.

Discipline shall advance from one step to the next if the bargaining unit member engages in the same or similar unwanted behavior within fifteen (15) months of the previous disciplinary action. Disciplinary action more than fifteen (15) months old may not be used for disciplinary purposes unless a bargaining unit member has advanced to a subsequent disciplinary step.

6. Where necessary for the safety of students and/or staff, bargaining unit members accused of serious offenses may be placed on paid administrative leave or reassigned with pay pending investigation. Investigations should ordinarily be completed within two weeks, but the Parties acknowledge that investigations into the conduct of bargaining unit members who have been placed on paid administrative leave or reassigned may take longer than two weeks depending upon the circumstances involved. If such extra time is required, the Employer shall notify the Union within two weeks of the start of the investigation. In the event that the bargaining unit member who has been reassigned refuses to cooperate with the investigation the Employer shall have the right to place the bargaining unit member on unpaid suspension until such time as the investigation is complete. In addition, failure to cooperate in an investigation can lead to an additional basis for discipline which may lead to a loss of pay, up to and including dismissal.
7. For Steps 1 through 4, the aforementioned notice shall be provided in writing, copying the Union; and the opportunity to respond shall take place at a pre-discipline meeting scheduled in the written pre-discipline meeting notice. A pre-discipline meeting will not necessarily result in discipline. The Employer shall administer all steps of the discipline procedure. The Employer shall provide the bargaining unit member and the Union with the pre-discipline meeting notice at least forty-eight

(48) hours in advance of the pre-discipline meeting. The pre-discipline meeting notice will include a description of the allegation(s) giving rise to the meeting, along with any evidence upon which the employer may rely to support the allegation(s). Management will make a good faith effort to provide all available documents they wish to use as the basis for discipline, prior to the pre-discipline meeting. The pre-discipline meeting can be rescheduled once at the request of either Party.

Within fourteen (14) days of the pre-discipline meeting, the Employer may take disciplinary action, copying the Union, regarding what disciplinary action, if any, the Employer has decided to take.

8. Notwithstanding the above, Provisional Employees, as defined in Article 7 of the Agreement, may be discharged without cause.
9. Management may conduct an interview of a bargaining unit member for the purposes of gathering information based upon an allegation of misconduct. If the bargaining unit member is the subject of the allegation, this interview requires twenty four (24) hours' notice and the union must be copied on the notice. The Union has the right to cancel the initial interview and is allowed another 24 hours' time to find an agreeable time to meet when the union representative can be present.

Any investigatory interview is separate from the pre-discipline meeting. It is not a required precursor to a pre-discipline meeting, but it's a right that's left to the discretion of management as to whether to take this additional step. This step does not preclude the requirements previously referenced that describe a pre-meeting. Any information gathered from the interview, which would be used as the basis for any possible disciplinary action, shall be shared with the bargaining unit member prior to the pre-meeting.

10. In all steps of progressive discipline, the bargaining unit member who is the subject of an allegation of misconduct shall have the right to Union representation during any investigatory or disciplinary meeting. The Employer shall copy the Union on all meeting notices, warnings, and other documents required by this Article. Along with any pre-discipline meeting notice or disciplinary action, the Employer shall provide the Union and the bargaining unit member with any evidence used to support the pre-discipline meeting notice or disciplinary action.
11. In all steps of progressive discipline, all persons shall treat the others with dignity and respect. Any meeting held under this Article shall be made only in a place ensuring privacy.
12. The Employer shall not issue discipline to any bargaining unit members based solely on an anonymous complaint.
13. Notwithstanding the provisions herein, the Employer shall not rely on active employees' records of disciplinary action for any labor relations purposes, nor shall such records be shown or indicated to principals, fifteen (15) months after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit a principal from relying on or viewing any disciplinary records of former employees seeking to be rehired as Acero employees.

ARTICLE 10 EVALUATION

The purpose of the Employer's evaluation system is to promote professional discourse that leads to self-reflection and improved instructional practices. This is accomplished through mutual respect between the evaluator and Instructional Staff member and the expertise of both. Ideally, scores are a reflection of a mutual agreement and happy medium between the evaluator and Instructional Staff member. By engaging in reflective conversations around current practice, best practices and setting goals to strengthen teaching and learning, mutual understanding and ideas are shared and planned for improving learning for all students.

A. Joint Committee on Evaluation Criteria.

No later than sixty (60) days following the effective date of this Agreement, a Joint Committee on Evaluation Criteria will be established consisting of representatives of the Employer and the Union (either directly elected by Instructional Staff or appointed by elected council leaders). The Union and Employer shall have equal voting power without regard to the number of individual representatives that each party has on the Committee.

The Committee shall be charged with the creation of separate rubrics to evaluate the performance of all Instructional Staff not subject to evaluation using the Instructional Staff Coaching Framework in Appendix B ("Instructional Staff Evaluation Tool") to be recommended for adoption by the respective governing bodies of the Parties. The Committee shall meet no less frequently than once each month after its establishment and provide completed recommendations to the governing bodies of each Party no later than June 15, 2019, for implementation by the beginning of the 2019 – 2020 School Year. At a minimum such recommendations must include the following:

1. Recommendations concerning the appropriate weight (except when weights have already been described in this Article) to assign student performance and growth in determining summative ratings for Instructional Staff performance;
2. Recommendations concerning standard templates, forms or evaluative tools intended to document and provide evidence of evaluative outcomes; and
3. Recommendations concerning creation of separate frameworks to support the coaching of instructors that may be used by the Employer to evaluate the performance of any Instructional Staff classification, provided such recommendations address separate frameworks for classifications identified in Section D.6.

The Committee shall meet upon the request of either Party to consider or make revisions to the evaluation process, rubric or scoring methods established as a result of a recommendation of the Committee. Such recommendations shall be adopted by a majority vote of the Committee and may not diminish the rights established by this Article or otherwise be inconsistent with the terms or conditions set forth herein.

B. Orientation

The Employer shall provide an orientation that explains the use of the Instructional Staff Coaching Framework for providing instructional support and assessment, as well as its use by the Employer in evaluation and remediation. This shall take place during paid professional development time. It will be presented and explained to all Instructional Staff at the beginning of the school year, no later than the

last school day in September. No formal or informal observations shall be conducted until after this orientation.

C. Instructional Staff Performance

During the 2018-2019 School Year, bargaining unit members categorized as Instructional Staff shall be evaluated in accordance with the Danielson framework designed for their job classification or instructional assignment. During the 2019-2020 School Year and for each year thereafter, Instructional Staff will be evaluated in accordance with the terms and conditions set forth herein.

No later than the start of the 2018-2019 School Year, the Employer may begin documenting bargaining unit member performance against the Danielson framework each week using the Instructional Staff Coaching Framework. Bargaining unit member performance may be documented by assigning the bargaining unit member an assessment score based on informal observations conducted during the week. Informal observations shall be no less than 15 minutes. Assessment scores may be assigned for Domains 1, 2 and 3 or any subdomain within such Domains. (Domain 1 scores shall be based on the review of lesson/unit planning.) Such measures must be based only on observable evidence, and a summary of any evidence obtained must be included in writing on the Instructional Staff Coaching Framework. The employer may assign the bargaining unit member no more than one assessment score in any given week. The Instructional Staff Coaching Framework shall be used for coaching purposes by the Employer to provide targeted supports to Instructional Staff who have not completed a summative evaluation cycle or who have received a summative evaluation score of 2.99 or less during the last summative evaluation. Any Instructional Staff described in the preceding sentence may be informally observed weekly. Upon request by a bargaining unit member, the Employer may complete the Instructional Staff Coaching Framework for Instructional Staff with the most recent summative evaluation score of 2.99 and may volunteer for informal weekly observations and coaching meetings. The Instructional Staff Coaching Framework may not be used as evidence to support remediation for the bargaining unit member.

Assessment scores for any informal observation must be shared with a bargaining unit member within seven (7) days of the observation through the Instructional Staff Coaching Framework, which shall be made electronically available to the bargaining unit member. Upon request, any bargaining unit member is entitled to request that the Employer dedicate time to the bargaining unit member weekly to discuss the assessment scores. No informal observations may take place during testing or exams. No informal observations can take place if the scores from the most recent informal observation have not yet been shared with the bargaining unit member or the bargaining unit member has not yet had an opportunity to discuss the assessment scores with the Employer if requested to do so.

D. Formal Observations and Evaluation

1. Formal Observations and Evaluation, Generally

During the 2018-2019 School Year, bargaining unit members categorized as Instructional Staff shall be evaluated in accordance with the Danielson framework adopted from the Instructional Staff Coaching Framework that is designed for their job classification or instructional assignment. During the 2019-2020 School Year and for each year thereafter, Instructional Staff will be evaluated in accordance with the terms and conditions set forth herein.

2. Requirements for Formal and Informal Observations to be used in Evaluation

Instructional Staff shall receive at minimum two (2) formal observation cycles (pre-conference, observation, post-conference) every year and unlimited informal observations through the Instructional Staff Coaching Framework, as described below.

Each formal observation must be thirty (30) days apart from the previous observation. The formal observations will count equally toward the total, weighted score for formal observations contributing to the summative rating for any bargaining unit member. Each formal observation shall include a score for each domain and subdomain in the summative rating of a bargaining unit member using the Danielson evaluation framework. Any bargaining unit member assigned to a classification within Instructional Staff may request that the Employer conduct a third formal observation. If such a request is timely made, the Employer shall conduct a third formal observation.

At least one formal observation must be done during the first semester and one during the second semester. In any case, no formal or informal observation may take place during the last five (5) days of the first semester or the last thirty (30) days of the final semester, unless otherwise agreed upon by the Parties.

Formal and informal observations shall not take place during the first week of any semester.

Formal observations must last at least forty-five (45) minutes or the length of a class period, whichever is shorter, and may not extend from one class period to another. Informal observations must last at least fifteen (15) minutes.

3. Pre-Observation Conferences.

The Employer shall meet with the Instructional Staff member for a pre-observation conference within 1-5 days prior to a formal observation and provide forty-eight (48) hours' notice of such pre-observation conference. For the first formal observation, the bargaining unit member shall select the subject and/or grade level they wish to be observed and will prepare materials for the pre-observation conference based on that subject and/or grade level. For any additional formal observations, the Employer shall select the subject or grade level for the observation to be observed. Bargaining unit members shall be provided the Employer selected subject or grade level to be observed in the pre-observation conference notice. The Employer may conduct the formal observation during the subject and grade level selected within 1-5 days following the pre-observation conference. The Employer and bargaining unit member shall discuss the goals and planning strategies for the instructional unit during the pre-observation conference, and the instructional unit discussed during the pre-observation conference shall be the unit formally observed.

No formal observation may occur during any exams or testing that were previously scheduled within the five (5) day period following the pre-observation conference.

4. Post-Observation Conferences

The purpose of any post-observation conference is to allow a chance for the Employer to provide clear feedback regarding its assessment of a bargaining unit member's performance, communicate its expectations regarding performance standards upon which its assessment is based and identify needed improvement with respect to those standards based on their observation. The post-

observation conference is intended to be an opportunity for Instructional Staff and evaluator to engage in collective discourse. Typically, a post-observation conference shall last no longer than forty-five (45) minutes, during which time the Employer shall discuss with the bargaining unit member those aspects of a bargaining unit member's performance most in need of improvement, discuss with the bargaining unit member any demonstrable evidence that their performance exceeded the evaluation rating that resulted from the formal observation and consider any evidence presented by the bargaining unit member in relation to their performance.

Each post-observation conference shall take place within 5-10 days of the formal observation. The Employer shall provide preliminary scores and the corresponding evidence considered in evaluating a bargaining unit member, regardless of Domain, at least twenty-four (24) hours prior to the post-observation conference. No score may be factored into a bargaining unit member's evaluation with respect to any Domain absent evidence of the bargaining unit member's performance relating to that Domain. Any score shall be determined based on the preponderance of evidence within any Domain, and any score shall be based upon demonstrative evidence of which the bargaining unit member has been made aware. The final formal observation score will be determined after the completion of the post-observation conference.

5. Evaluator

Evaluators conducting formal observations on behalf of the Employer must successfully complete a training approved or recognized by the Illinois State Board of Education as qualifying an individual to become certified to evaluate instructional performance. The Employer shall make available to all Instructional Staff evidence that the Evaluator has successfully completed a training prior to conducting any evaluations and, if available, documentation from a third party listing the date of completion. If unavailable, the Employer shall identify the date of record on file in the Evaluator's personnel record. No observations for the purpose of evaluation shall be conducted until after the training is completed.

Following a formal observation, a bargaining unit member may request that subsequent formal observations are conducted by another qualified evaluator, if available, by submitting a written request to the Employer describing, in detail, the bargaining unit member's objection to the prior evaluation and the need to assign a different evaluator. The Employer shall attempt to accommodate such requests.

6. Scoring

a. Feedback (Domains 1-3 and 4a)

The evaluator shall provide written feedback on a standardized form developed by the Joint Committee on Evaluation Criteria within a specified period following each observation. The evaluator will take notes that are date and time stamped. These notes shall be the sole basis for scores. The scores shall only be issued based upon a preponderance of evidence and if there's evidence to demonstrate the score issues for each domain.

The evaluator shall rate each subdomain based on preponderance of evidence collected during the observation and shall make connections between the scores of each sub-domain and the evidence/feedback cited by the evaluator.

b. Feedback (Domain 4b-e)

Instructional Teaching Staff shall be issued one Domain 4b-e ratings per year as part of the summative ratings but evaluators and staff are encouraged to discuss Domain 4b-e during any formal or informal conferences.

Instructional Teaching Staff shall be issued tentative summative domain 4b-e scores by June 1. Instructional Teaching Staff shall have the right to share any additional documentation to be used for summative Domain 4 scores within 5 working days before Domain 4 scores are finalized. All scores shall be based on demonstrative evidence. Evaluators shall meet with Instructional Teaching Staff to discuss Domain 4 scores if such request is made prior to finalizing scores.

7. Summative Ratings

Final average scores for Domain 1, 2 3 and 4 shall be used to calculate an average. No other metrics, other than the four domains shall be used to calculate a summative rating during the 2018-2019 School Year. The default weight for each domain is for each to be weighted equally, so if there are four domains each will be worth 25%.

If a third formal observation is performed, only the scores from the top two formal observations will be considered to calculate the summative rating. The top two will be determined based upon the average of all domains within one formal observation. The final summative rating will be based upon applying ratio of 75% formal observations and 25% informal observations. In calculating any summative rating based on informal observations, the lowest two scores received as a result of informal observations during the first semester shall be excluded from the calculation in the same manner as the Second Step Remediation Plan.

Any classification not listed below (i.e., 2-8 Instructional Staff and High School ELA/Math Teachers) shall be assigned ratings as follows. Beginning in the 2019-2020 School Year, in addition to the ratio of formal to informal observations described above, the final summative rating will be issued using the Instructional Staff Evaluation Tool in Appendix B and shall be weighted to include 70% ratings based on the Danielson Framework and 30% student growth data (consisting of 25% NWEA/SAT/PSAT and 5% standardized assessments contributing to the student growth), except that ratings for the classifications listed below shall be weighted as follows.

Summative ratings for the following classifications will be weighted 100% on ratings based on the Danielson Framework:

- Music, Art, Physical Education and World Language Teachers (“MAPS Teachers”)
- Teachers of Diverse Learners
- Case Managers

Summative ratings for the following classifications will be weighted to include 70% ratings based on the Danielson Framework and 30% student growth data (except that the standardized assessments contributing to the student growth data shall be determined by the Joint Committee on Evaluation Criteria):

- Middle School/High School Science Teachers
- Middle School/High School Social Studies Teachers
- Kindergarten and First Grade Teachers

In the event of layoff, Instructional staff members with an unsatisfactory summative rating may be laid off, despite seniority.

Any summative rating issued for the 2019-2020 school year shall not result in remediation or otherwise adversely affect the bargaining unit member.

8. Rating Deadlines

All summative ratings must be issued by the end of the academic school year.

9. Inability to Rate

If the school fails to evaluate a bargaining unit member in accordance with this Article, or has previously failed to evaluate the bargaining unit member his/her rating will default to his/her most recent summative rating, or a rating of "passing", whichever is higher. This applies to any rating that was issued without conformity to any provisions of this Article. If any of the steps are not followed, the summative is rescinded and the Instructional Staff member gets a "passing" rating. All ratings issued during the previous Agreement shall be considered void and shall not be considered.

E. Non-Instructional Staff

1. Evaluation Cycle

With respect to the evaluation of Non-Instructional Staff, as defined in Article 4 of this Agreement, the intent of the Employer's evaluation of bargaining unit members' performance is to promote self-reflection, goal setting and performance improvement.

The evaluation process will include three meetings per school year between bargaining unit members assigned to classifications within the Non-Instructional Staff category and their supervisor. The bargaining unit member and their supervisor will meet within the first thirty (30) days of each school year to set goals for the first semester. They will meet again within thirty (30) days after the start of the second semester "mid-year performance review meeting" to discuss the bargaining unit member's performance in relation to those goals, their job duties, and performance standards. The non-instructional bargaining unit member and their supervisor will meet again between June 1 and July 15 of each year for an annual summative performance review, after this meeting, the bargaining unit member will be assigned a summative performance rating for the school year within 48 hours of meeting with the Employer.

At the time of the mid-year and summative performance review meetings, the bargaining unit member will be given a performance rating of exceeds, meets or fails to meet standards in relation to the bargaining unit member's demonstrated performance. If necessary, the bargaining unit member may request changes to the performance goals previously agreed upon by the supervisor or the supervisor may establish new performance goals or remedial measures to be taken to improve performance.

2. Performance Goals

In establishing performance goals, the bargaining unit member and their supervisor shall discuss goals against which the bargaining unit member's performance can be evaluated. The bargaining

unit member and their supervisor should have equal voice and input in the creation of these goals, and the supervisor shall incorporate input provided by the bargaining unit member to the greatest extent possible. Notwithstanding, the supervisor shall have the right to establish or modify performance goals against which a bargaining unit member's performance shall be measured.

The bargaining unit member shall have the right to identify and request any type of training and support needed in order to meet performance goals. The Employer and the bargaining unit member's supervisor will make note of any request made during meetings related to the bargaining unit member's performance and make reasonable efforts to provide such supports. In setting performance goals or evaluating bargaining unit member's performance, the supervisor will also take into consideration issues of workload that can have an impact on performance.

3. Performance Evaluation

In setting performance goals or evaluating Non-Instructional Staff bargaining unit member's performance, the Employer shall rely upon quantitative or qualitative measures of performance relating to the following:

- a. Effectiveness – To address the bargaining unit member's knowledge and skill level required for the work and whether that knowledge and skill is used in completing tasks to carry out the duties of their position.
- b. Dependability – To address the level of supervision needed in order for the bargaining unit member to complete a task.
- c. Professionalism – To address the bargaining unit member's demeanor and behavior towards colleagues, students and community members.

Each evaluation meeting shall be documented through a formal written evaluation, which shall be prepared by each Non-Instructional Staff member's supervisor. The Non-Instructional Staff member shall receive a copy of the feedback at the end of each interval and a copy of the formal summative written evaluation. Bargaining unit members will sign a copy to be retained by the Employer and a copy to be shared with the bargaining unit member. Every Non-Instructional Staff member shall have the right to submit comments to the formal summative written evaluation, which will be included with the written summative evaluation in each Non-Instructional Staff member's personnel file.

F. Remediation and Dismissal for Unsatisfactory Performance

1. The Union and the Employer acknowledge the following with regard to remediation and dismissal of bargaining unit members for unsatisfactory performance. The goal of the remediation plan is intended to be corrective and supportive, rather than punitive.
2. No non-provisional bargaining unit member shall be dismissed for poor performance without being given notice and an opportunity to remediate their performance. The remediation period will contain up to two (2) steps, with each lasting no fewer than forty-five (45) calendar days and may be issued after any formal observation.
 - a. First Step Remediation Plan (45 days)
 - b. Second Step Remediation Plan (45 days)
 - c. Dismissal

The remediation plans for Instructional Staff will include a formal observation in accordance with this Article. The formal observation subject and/or grade level will be determined by Employer.

For a Non-Instructional Staff remediation plan, the Employer will include a meeting to discuss observations of the bargaining unit member's performance during the remediating period. Within five (5) school days of the remedial post-conference or remediation meeting, the Employer shall notify the bargaining unit member of any further remedial action.

3. A Mid-Year First Step Remediation Plan for Instructional Staff shall not start before the end of the first semester and shall begin prior to February 15th, unless the Employer is unable to begin the First Step Remediation Plan due to delay caused by the bargaining unit member or Union. In order to place a member of the Instructional Staff on a First Step Remediation Plan in the middle of the instructional year, the Employer must demonstrate that the bargaining unit member has scored a rating of 2.0 or below when averaging, with equal weighting (i.e., 50% for each), the bargaining unit member's score from the most-recent formal observation, provided that such observation has taken place during the current school year, and the member's average informal assessment scores, excluding the two (2) lowest informal scores, from Domains 2 and 3 from the Instructional Staff Coaching Framework. During remediation, the Employer must also assign a mentor to provide assistance to the bargaining unit member subject to remediation, which shall be done on a voluntary basis. Any Instructional Staff member assigned as a staff mentor shall be paid a "Leadership Stipend" or will be provided with release time.

Typically, the first step Remediation Plan based on a summative rating shall start thirty (30) calendar days after the start of a new school if an unsatisfactory rating is issued for the most recent summative evaluation.

4. In the case of Second Step Remediation Plan for Instructional Staff that results from the mid-year remediation process in the paragraph 3 above, the formal evaluation required under this section shall be performed by the bargaining unit member's Principal or an independent, neutral evaluator retained by the Parties and cost of such shall be split between the Parties (at the option of the Instructional Staff member). If such an evaluation results in an evaluation score greater than 2.0, the Employer may not take further remedial action in accordance with this Section (i.e., dismissal).
5. In all remediation plans based on unsatisfactory performance, the bargaining unit member shall have an opportunity to discuss any performance concerns with the Employer. Any bargaining unit member placed on a Second Step Remediation Plan (either resulting from a mid-year placement or otherwise) may select an Instructional Coach of their choice assigned to the bargaining unit member's campus. Prior to a determination that an bargaining unit member will be placed on a remediation plan under this Article, the Employer will provide written notice to the bargaining unit member of the need to discuss the bargaining unit member's performance at a time scheduled by the Employer. Such notice shall meet the following requirements:
 - a. Once an unsatisfactory rating of 2.0 or lower is issued, a notice can be issued to bargaining unit member and the Union at least 24 hours prior to the meeting.
 - b. The notice will describe the nature of the unsatisfactory performance and shall be accompanied by documentation that was considered in determining that the performance was unsatisfactory. Instructional staff shall be provided feedback specific to the Danielson Domains and Non-Instructional Staff shall be provided feedback relevant to effectiveness, professionalism and dependability. The feedback shall be provided in the areas that are deemed unsatisfactory.

6. The Employer shall seek input from the bargaining unit member on remedial actions to improve the bargaining unit member's performance. The Employer shall make a good faith effort to incorporate into the remediation plan any remedial actions proposed by the bargaining unit member. Notwithstanding the duty to make a good faith effort to incorporate any remedial actions proposed by the bargaining unit member, the Employer has the final decision on the contents and implementation of the remediation plan.
7. Within five (5) instructional days of a remediation period meeting, the bargaining unit member will be informed in writing that he or she has been placed on a remediation plan designed to correct the areas identified as unsatisfactory. The remediation plan shall accompany written notice to the bargaining unit member, and together the written notice and remediation plan shall be provided to the Union.
8. The Union and the Employer agree that the merit of any score assigned to a bargaining unit member as a result of or in connection with the evaluation process agreed upon by the Parties shall not be subject to the dispute resolution procedures of Article 18. Nothing herein shall prevent a bargaining unit member or the Union from submitting grievances relating to procedural rights established under this Article to the dispute resolutions procedures of Article 18. Procedural grievances relating to remediation may be filed at the time a remediation is initiated or a summative evaluation is issued.

ARTICLE 11 COMPENSATION

A. Salary Schedule:

1. Instructional Teaching Staff, Counselors, Full Time Case Managers and Academic Interventionists

The compensation schedules set forth below apply to Instructional Teaching Staff, Counselors, Full Time Case Managers and Academic Interventionists. A 2% COLA increase in school years 2019-20, 2020-21, and 2021-22 shall apply to each step annually. The lanes depicted are for the attainment of a Master's degree (\$3,500), Masters + 30 hours (\$7,000), and Masters + 60 hours / PhD (\$10,500) relevant to the bargaining unit member's assigned position, and who submits to the Human Capital Department evidence of that degree.

2018-19 School Year

2018-19				2018-19			
Step	Lane 1 Bachelors	7% Pension Pickup	Total	Step	Lane 2 Masters	7% Pension Pickup	Total
1	\$52,958	\$3,707	\$56,665	1	\$56,458	\$3,952	\$60,410
2	\$53,892	\$3,772	\$57,664	2	\$57,392	\$4,017	\$61,409
3	\$55,037	\$3,853	\$58,890	3	\$58,537	\$4,098	\$62,635
4	\$56,299	\$3,941	\$60,240	4	\$59,799	\$4,186	\$63,985
5	\$58,315	\$4,082	\$62,397	5	\$61,815	\$4,327	\$66,142
6	\$60,819	\$4,257	\$65,076	6	\$64,319	\$4,502	\$68,821
7	\$63,510	\$4,446	\$67,956	7	\$67,010	\$4,691	\$71,701
8	\$66,237	\$4,637	\$70,874	8	\$69,737	\$4,882	\$74,619
9	\$70,709	\$4,950	\$75,659	9	\$74,209	\$5,195	\$79,404
10	\$75,083	\$5,256	\$80,339	10	\$78,583	\$5,501	\$84,084
11	\$78,961	\$5,527	\$84,488	11	\$82,461	\$5,772	\$88,233
12	\$81,657	\$5,716	\$87,373	12	\$85,157	\$5,961	\$91,118
13	\$83,557	\$5,849	\$89,406	13	\$87,057	\$6,094	\$93,151
14	\$84,594	\$5,922	\$90,516	14	\$88,094	\$6,167	\$94,261
15	\$84,722	\$5,931	\$90,653	15	\$88,222	\$6,176	\$94,398
16	\$84,804	\$5,936	\$90,740	16	\$88,304	\$6,181	\$94,485
17	\$84,999	\$5,950	\$90,949	17	\$88,499	\$6,195	\$94,694
18	\$85,613	\$5,993	\$91,606	18	\$89,113	\$6,238	\$95,351
19	\$86,392	\$6,047	\$92,439	19	\$89,892	\$6,292	\$96,184
20	\$88,426	\$6,190	\$94,616	20	\$91,926	\$6,435	\$98,361
21	\$88,458	\$6,192	\$94,650	21	\$91,958	\$6,437	\$98,395
22	\$88,484	\$6,194	\$94,678	22	\$91,984	\$6,439	\$98,423
23	\$88,484	\$6,194	\$94,678	23	\$91,984	\$6,439	\$98,423
24	\$88,484	\$6,194	\$94,678	24	\$91,984	\$6,439	\$98,423
25	\$89,772	\$6,284	\$96,056	25	\$93,272	\$6,529	\$99,801

2018-19				2018-19			
Step	Lane 3 Masters +30	7% Pension Pickup	Total	Step	Lane 4 Masters +60/PhD	7% Pension Pickup	Total
1	\$59,958	\$4,197	\$64,155	1	\$63,458	\$4,442	\$67,900
2	\$60,892	\$4,262	\$65,154	2	\$64,392	\$4,507	\$68,899
3	\$62,037	\$4,343	\$66,380	3	\$65,537	\$4,588	\$70,125
4	\$63,299	\$4,431	\$67,730	4	\$66,799	\$4,676	\$71,475
5	\$65,315	\$4,572	\$69,887	5	\$68,815	\$4,817	\$73,632
6	\$67,819	\$4,747	\$72,566	6	\$71,319	\$4,992	\$76,311
7	\$70,510	\$4,936	\$75,446	7	\$74,010	\$5,181	\$79,191
8	\$73,237	\$5,127	\$78,364	8	\$76,737	\$5,372	\$82,109
9	\$77,709	\$5,440	\$83,149	9	\$81,209	\$5,685	\$86,894
10	\$82,083	\$5,746	\$87,829	10	\$85,583	\$5,991	\$91,574
11	\$85,961	\$6,017	\$91,978	11	\$89,461	\$6,262	\$95,723
12	\$88,657	\$6,206	\$94,863	12	\$92,157	\$6,451	\$98,608
13	\$90,557	\$6,339	\$96,896	13	\$94,057	\$6,584	\$100,641
14	\$91,594	\$6,412	\$98,006	14	\$95,094	\$6,657	\$101,751
15	\$91,722	\$6,421	\$98,143	15	\$95,222	\$6,666	\$101,888
16	\$91,804	\$6,426	\$98,230	16	\$95,304	\$6,671	\$101,975
17	\$91,999	\$6,440	\$98,439	17	\$95,499	\$6,685	\$102,184
18	\$92,613	\$6,483	\$99,096	18	\$96,113	\$6,728	\$102,841
19	\$93,392	\$6,537	\$99,929	19	\$96,892	\$6,782	\$103,674
20	\$95,426	\$6,680	\$102,106	20	\$98,926	\$6,925	\$105,851
21	\$95,458	\$6,682	\$102,140	21	\$98,958	\$6,927	\$105,885
22	\$95,484	\$6,684	\$102,168	22	\$98,984	\$6,929	\$105,913
23	\$95,484	\$6,684	\$102,168	23	\$98,984	\$6,929	\$105,913
24	\$95,484	\$6,684	\$102,168	24	\$98,984	\$6,929	\$105,913
25	\$96,772	\$6,774	\$103,546	25	\$100,272	\$7,019	\$107,291

2019-20 School Year

2019-20				2019-20			
Step	Lane 1 Bachelors	7% Pension Pickup	Total	Step	Lane 2 Masters	7% Pension Pickup	Total
1	\$54,017	\$3,781	\$57,798	1	\$57,517	\$4,026	\$61,543
2	\$54,970	\$3,848	\$58,818	2	\$58,470	\$4,093	\$62,563
3	\$56,138	\$3,930	\$60,067	3	\$59,638	\$4,175	\$63,812
4	\$57,425	\$4,020	\$61,445	4	\$60,925	\$4,265	\$65,190
5	\$59,481	\$4,164	\$63,645	5	\$62,981	\$4,409	\$67,390
6	\$62,035	\$4,342	\$66,378	6	\$65,535	\$4,587	\$70,123
7	\$64,780	\$4,535	\$69,315	7	\$68,280	\$4,780	\$73,060
8	\$67,562	\$4,729	\$72,291	8	\$71,062	\$4,974	\$76,036
9	\$72,123	\$5,049	\$77,172	9	\$75,623	\$5,294	\$80,917
10	\$76,585	\$5,361	\$81,946	10	\$80,085	\$5,606	\$85,691
11	\$80,540	\$5,638	\$86,178	11	\$84,040	\$5,883	\$89,923
12	\$83,290	\$5,830	\$89,120	12	\$86,790	\$6,075	\$92,865
13	\$85,228	\$5,966	\$91,194	13	\$88,728	\$6,211	\$94,939
14	\$86,286	\$6,040	\$92,326	14	\$89,786	\$6,285	\$96,071
15	\$86,416	\$6,049	\$92,466	15	\$89,916	\$6,294	\$96,211
16	\$86,500	\$6,055	\$92,555	16	\$90,000	\$6,300	\$96,300
17	\$86,699	\$6,069	\$92,768	17	\$90,199	\$6,314	\$96,513
18	\$87,325	\$6,113	\$93,438	18	\$90,825	\$6,358	\$97,183
19	\$88,120	\$6,168	\$94,288	19	\$91,620	\$6,413	\$98,033
20	\$90,195	\$6,314	\$96,508	20	\$93,695	\$6,559	\$100,253
21	\$90,227	\$6,316	\$96,543	21	\$93,727	\$6,561	\$100,288
22	\$90,254	\$6,318	\$96,571	22	\$93,754	\$6,563	\$100,316
23	\$90,254	\$6,318	\$96,571	23	\$93,754	\$6,563	\$100,316
24	\$90,254	\$6,318	\$96,571	24	\$93,754	\$6,563	\$100,316
25	\$91,567	\$6,410	\$97,977	25	\$95,067	\$6,655	\$101,722

2019-20				2019-20			
Step	Lane 3 Masters +30	7% Pension Pickup	Total	Step	Lane 4 Masters +60/PhD	7% Pension Pickup	Total
1	\$61,017	\$4,271	\$65,288	1	\$64,517	\$4,516	\$69,033
2	\$61,970	\$4,338	\$66,308	2	\$65,470	\$4,583	\$70,053
3	\$63,138	\$4,420	\$67,557	3	\$66,638	\$4,665	\$71,302
4	\$64,425	\$4,510	\$68,935	4	\$67,925	\$4,755	\$72,680
5	\$66,481	\$4,654	\$71,135	5	\$69,981	\$4,899	\$74,880
6	\$69,035	\$4,832	\$73,868	6	\$72,535	\$5,077	\$77,613
7	\$71,780	\$5,025	\$76,805	7	\$75,280	\$5,270	\$80,550
8	\$74,562	\$5,219	\$79,781	8	\$78,062	\$5,464	\$83,526
9	\$79,123	\$5,539	\$84,662	9	\$82,623	\$5,784	\$88,407
10	\$83,585	\$5,851	\$89,436	10	\$87,085	\$6,096	\$93,181
11	\$87,540	\$6,128	\$93,668	11	\$91,040	\$6,373	\$97,413
12	\$90,290	\$6,320	\$96,610	12	\$93,790	\$6,565	\$100,355
13	\$92,228	\$6,456	\$98,684	13	\$95,728	\$6,701	\$102,429
14	\$93,286	\$6,530	\$99,816	14	\$96,786	\$6,775	\$103,561
15	\$93,416	\$6,539	\$99,956	15	\$96,916	\$6,784	\$103,701
16	\$93,500	\$6,545	\$100,045	16	\$97,000	\$6,790	\$103,790
17	\$93,699	\$6,559	\$100,258	17	\$97,199	\$6,804	\$104,003
18	\$94,325	\$6,603	\$100,928	18	\$97,825	\$6,848	\$104,673
19	\$95,120	\$6,658	\$101,778	19	\$98,620	\$6,903	\$105,523
20	\$97,195	\$6,804	\$103,998	20	\$100,695	\$7,049	\$107,743
21	\$97,227	\$6,806	\$104,033	21	\$100,727	\$7,051	\$107,778
22	\$97,254	\$6,808	\$104,061	22	\$100,754	\$7,053	\$107,806
23	\$97,254	\$6,808	\$104,061	23	\$100,754	\$7,053	\$107,806
24	\$97,254	\$6,808	\$104,061	24	\$100,754	\$7,053	\$107,806
25	\$98,567	\$6,900	\$105,467	25	\$102,067	\$7,145	\$109,212

2020-21 School Year

2020-21				2020-21			
Step	Lane 1 Bachelors	7% Pension Pickup	Total	Step	Lane 2 Masters	7% Pension Pickup	Total
1	\$55,098	\$3,857	\$58,954	1	\$58,598	\$4,102	\$62,699
2	\$56,069	\$3,925	\$59,994	2	\$59,569	\$4,170	\$63,739
3	\$57,260	\$4,008	\$61,269	3	\$60,760	\$4,253	\$65,014
4	\$58,573	\$4,100	\$62,674	4	\$62,073	\$4,345	\$66,419
5	\$60,671	\$4,247	\$64,918	5	\$64,171	\$4,492	\$68,663
6	\$63,276	\$4,429	\$67,705	6	\$66,776	\$4,674	\$71,450
7	\$66,076	\$4,625	\$70,701	7	\$69,576	\$4,870	\$74,446
8	\$68,913	\$4,824	\$73,737	8	\$72,413	\$5,069	\$77,482
9	\$73,566	\$5,150	\$78,715	9	\$77,066	\$5,395	\$82,460
10	\$78,116	\$5,468	\$83,584	10	\$81,616	\$5,713	\$87,329
11	\$82,151	\$5,751	\$87,902	11	\$85,651	\$5,996	\$91,647
12	\$84,956	\$5,947	\$90,903	12	\$88,456	\$6,192	\$94,648
13	\$86,933	\$6,085	\$93,018	13	\$90,433	\$6,330	\$96,763
14	\$88,012	\$6,161	\$94,172	14	\$91,512	\$6,406	\$97,917
15	\$88,145	\$6,170	\$94,315	15	\$91,645	\$6,415	\$98,060
16	\$88,230	\$6,176	\$94,406	16	\$91,730	\$6,421	\$98,151
17	\$88,433	\$6,190	\$94,623	17	\$91,933	\$6,435	\$98,368
18	\$89,072	\$6,235	\$95,307	18	\$92,572	\$6,480	\$99,052
19	\$89,882	\$6,292	\$96,174	19	\$93,382	\$6,537	\$99,919
20	\$91,998	\$6,440	\$98,438	20	\$95,498	\$6,685	\$102,183
21	\$92,032	\$6,442	\$98,474	21	\$95,532	\$6,687	\$102,219
22	\$92,059	\$6,444	\$98,503	22	\$95,559	\$6,689	\$102,248
23	\$92,059	\$6,444	\$98,503	23	\$95,559	\$6,689	\$102,248
24	\$92,059	\$6,444	\$98,503	24	\$95,559	\$6,689	\$102,248
25	\$93,399	\$6,538	\$99,937	25	\$96,899	\$6,783	\$103,682

2020-21				2020-21			
Step	Lane 3 Masters +30	7% Pension Pickup	Total	Step	Lane 4 Masters +60/PhD	7% Pension Pickup	Total
1	\$62,098	\$4,347	\$66,444	1	\$65,598	\$4,592	\$70,189
2	\$63,069	\$4,415	\$67,484	2	\$66,569	\$4,660	\$71,229
3	\$64,260	\$4,498	\$68,759	3	\$67,760	\$4,743	\$72,504
4	\$65,573	\$4,590	\$70,164	4	\$69,073	\$4,835	\$73,909
5	\$67,671	\$4,737	\$72,408	5	\$71,171	\$4,982	\$76,153
6	\$70,276	\$4,919	\$75,195	6	\$73,776	\$5,164	\$78,940
7	\$73,076	\$5,115	\$78,191	7	\$76,576	\$5,360	\$81,936
8	\$75,913	\$5,314	\$81,227	8	\$79,413	\$5,559	\$84,972
9	\$80,566	\$5,640	\$86,205	9	\$84,066	\$5,885	\$89,950
10	\$85,116	\$5,958	\$91,074	10	\$88,616	\$6,203	\$94,819
11	\$89,151	\$6,241	\$95,392	11	\$92,651	\$6,486	\$99,137
12	\$91,956	\$6,437	\$98,393	12	\$95,456	\$6,682	\$102,138
13	\$93,933	\$6,575	\$100,508	13	\$97,433	\$6,820	\$104,253
14	\$95,012	\$6,651	\$101,662	14	\$98,512	\$6,896	\$105,407
15	\$95,145	\$6,660	\$101,805	15	\$98,645	\$6,905	\$105,550
16	\$95,230	\$6,666	\$101,896	16	\$98,730	\$6,911	\$105,641
17	\$95,433	\$6,680	\$102,113	17	\$98,933	\$6,925	\$105,858
18	\$96,072	\$6,725	\$102,797	18	\$99,572	\$6,970	\$106,542
19	\$96,882	\$6,782	\$103,664	19	\$100,382	\$7,027	\$107,409
20	\$98,998	\$6,930	\$105,928	20	\$102,498	\$7,175	\$109,673
21	\$99,032	\$6,932	\$105,964	21	\$102,532	\$7,177	\$109,709
22	\$99,059	\$6,934	\$105,993	22	\$102,559	\$7,179	\$109,738
23	\$99,059	\$6,934	\$105,993	23	\$102,559	\$7,179	\$109,738
24	\$99,059	\$6,934	\$105,993	24	\$102,559	\$7,179	\$109,738
25	\$100,399	\$7,028	\$107,427	25	\$103,899	\$7,273	\$111,172

2021-22 School Year

2021-22				2021-22			
Step	Lane 1 Bachelors	7% Pension Pickup	Total	Step	Lane 2 Masters	7% Pension Pickup	Total
1	\$56,199	\$3,934	\$60,133	1	\$59,699	\$4,179	\$63,878
2	\$57,191	\$4,003	\$61,194	2	\$60,691	\$4,248	\$64,939
3	\$58,406	\$4,088	\$62,494	3	\$61,906	\$4,333	\$66,239
4	\$59,745	\$4,182	\$63,927	4	\$63,245	\$4,427	\$67,672
5	\$61,884	\$4,332	\$66,216	5	\$65,384	\$4,577	\$69,961
6	\$64,542	\$4,518	\$69,060	6	\$68,042	\$4,763	\$72,805
7	\$67,397	\$4,718	\$72,115	7	\$70,897	\$4,963	\$75,860
8	\$70,291	\$4,920	\$75,212	8	\$73,791	\$5,165	\$78,957
9	\$75,037	\$5,253	\$80,290	9	\$78,537	\$5,498	\$84,035
10	\$79,679	\$5,578	\$85,256	10	\$83,179	\$5,823	\$89,001
11	\$83,794	\$5,866	\$89,660	11	\$87,294	\$6,111	\$93,405
12	\$86,655	\$6,066	\$92,721	12	\$90,155	\$6,311	\$96,466
13	\$88,671	\$6,207	\$94,878	13	\$92,171	\$6,452	\$98,623
14	\$89,772	\$6,284	\$96,056	14	\$93,272	\$6,529	\$99,801
15	\$89,908	\$6,294	\$96,201	15	\$93,408	\$6,539	\$99,946
16	\$89,995	\$6,300	\$96,294	16	\$93,495	\$6,545	\$100,039
17	\$90,202	\$6,314	\$96,516	17	\$93,702	\$6,559	\$100,261
18	\$90,853	\$6,360	\$97,213	18	\$94,353	\$6,605	\$100,958
19	\$91,680	\$6,418	\$98,097	19	\$95,180	\$6,663	\$101,842
20	\$93,838	\$6,569	\$100,407	20	\$97,338	\$6,814	\$104,152
21	\$93,872	\$6,571	\$100,443	21	\$97,372	\$6,816	\$104,188
22	\$93,900	\$6,573	\$100,473	22	\$97,400	\$6,818	\$104,218
23	\$93,900	\$6,573	\$100,473	23	\$97,400	\$6,818	\$104,218
24	\$93,900	\$6,573	\$100,473	24	\$97,400	\$6,818	\$104,218
25	\$95,267	\$6,669	\$101,935	25	\$98,767	\$6,914	\$105,680

2021-22				2021-22			
Step	Lane 3 Masters +30	7% Pension Pickup	Total	Step	Lane 4 Masters +60/PhD	7% Pension Pickup	Total
1	\$63,199	\$4,424	\$67,623	1	\$66,699	\$4,669	\$71,368
2	\$64,191	\$4,493	\$68,684	2	\$67,691	\$4,738	\$72,429
3	\$65,406	\$4,578	\$69,984	3	\$68,906	\$4,823	\$73,729
4	\$66,745	\$4,672	\$71,417	4	\$70,245	\$4,917	\$75,162
5	\$68,884	\$4,822	\$73,706	5	\$72,384	\$5,067	\$77,451
6	\$71,542	\$5,008	\$76,550	6	\$75,042	\$5,253	\$80,295
7	\$74,397	\$5,208	\$79,605	7	\$77,897	\$5,453	\$83,350
8	\$77,291	\$5,410	\$82,702	8	\$80,791	\$5,655	\$86,447
9	\$82,037	\$5,743	\$87,780	9	\$85,537	\$5,988	\$91,525
10	\$86,679	\$6,068	\$92,746	10	\$90,179	\$6,313	\$96,491
11	\$90,794	\$6,356	\$97,150	11	\$94,294	\$6,601	\$100,895
12	\$93,655	\$6,556	\$100,211	12	\$97,155	\$6,801	\$103,956
13	\$95,671	\$6,697	\$102,368	13	\$99,171	\$6,942	\$106,113
14	\$96,772	\$6,774	\$103,546	14	\$100,272	\$7,019	\$107,291
15	\$96,908	\$6,784	\$103,691	15	\$100,408	\$7,029	\$107,436
16	\$96,995	\$6,790	\$103,784	16	\$100,495	\$7,035	\$107,529
17	\$97,202	\$6,804	\$104,006	17	\$100,702	\$7,049	\$107,751
18	\$97,853	\$6,850	\$104,703	18	\$101,353	\$7,095	\$108,448
19	\$98,680	\$6,908	\$105,587	19	\$102,180	\$7,153	\$109,332
20	\$100,838	\$7,059	\$107,897	20	\$104,338	\$7,304	\$111,642
21	\$100,872	\$7,061	\$107,933	21	\$104,372	\$7,306	\$111,678
22	\$100,900	\$7,063	\$107,963	22	\$104,400	\$7,308	\$111,708
23	\$100,900	\$7,063	\$107,963	23	\$104,400	\$7,308	\$111,708
24	\$100,900	\$7,063	\$107,963	24	\$104,400	\$7,308	\$111,708
25	\$102,267	\$7,159	\$109,425	25	\$105,767	\$7,404	\$113,170

2. Instructional Support Staff “Apprentices” and Non-Instructional Staff

The compensation schedule set forth below apply to Instructional Support Staff “Apprentices” and Non-Instructional Staff. A 2.75% COLA increase in school years 2019-20, 2020-21, and 2021-22 shall apply. The lanes depicted are for the attainment of a Bachelor degree (\$2,000) relevant to the bargaining unit member’s assigned position, and who submits to the Human Capital Department evidence of that degree.

Apprentices

FY19				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$34,088	\$36,088
2	3	6	\$37,623	\$39,623
3	7	10	\$46,056	\$48,056
4	11	16	\$49,339	\$51,339
5	17	17+	\$53,025	\$55,025

FY20				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$35,025	\$37,080
2	3	6	\$38,658	\$40,713
3	7	10	\$47,323	\$49,378
4	11	16	\$50,696	\$52,751
5	17	17+	\$54,483	\$56,538

FY21				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$35,989	\$38,100
2	3	6	\$39,721	\$41,832
3	7	10	\$48,624	\$50,735
4	11	16	\$52,090	\$54,201
5	17	17+	\$55,981	\$58,093

FY22				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$36,978	\$39,148
2	3	6	\$40,813	\$42,983
3	7	10	\$49,961	\$52,131
4	11	16	\$53,522	\$55,692
5	17	17+	\$57,521	\$59,691

Operational Staff

FY19				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	45000	47000
2	3	6	48000	50000
3	7	10	52000	54000
4	11	16	56160	58160
5	17	17+	62400	64400

FY20				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$46,238	\$48,293
2	3	6	\$49,320	\$51,375
3	7	10	\$53,430	\$55,485
4	11	16	\$57,704	\$59,759
5	17	17+	\$64,116	\$66,171

FY21				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$47,509	\$49,621
2	3	6	\$50,676	\$52,788
3	7	10	\$54,899	\$57,011
4	11	16	\$59,291	\$61,403
5	17	17+	\$65,879	\$67,991

FY22				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$48,816	\$50,985
2	3	6	\$52,070	\$54,239
3	7	10	\$56,409	\$58,579
4	11	16	\$60,922	\$63,091
5	17	17+	\$67,691	\$69,860

Information Technology Staff

FY19				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	47000	49000
2	3	6	52500	54500
3	7	10	55328	57328
4	11	16	59488	61488
5	17	17+	63648	65648

FY20				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$48,293	\$50,348
2	3	6	\$53,944	\$55,999
3	7	10	\$56,850	\$58,905
4	11	16	\$61,124	\$63,179
5	17	17+	\$65,398	\$67,453

FY21				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$49,621	\$51,732
2	3	6	\$55,427	\$57,539
3	7	10	\$58,413	\$60,524
4	11	16	\$62,805	\$64,916
5	17	17+	\$67,197	\$69,308

FY22				
Step	Min Years	Max Years	Lane 1 Associate	Lane 2 Bachelor
1	0	2	\$50,985	\$53,155
2	3	6	\$56,951	\$59,121
3	7	10	\$60,019	\$62,189
4	11	16	\$64,532	\$66,702
5	17	17+	\$69,045	\$71,214

The above schedules do not include 7% pension pickup. Instructional Teaching Staff, Counselors, Full Time Case Managers and Academic Interventionists will be placed on the step/lane corresponding to the higher of a.) years of service or b.) next step/lane above current salary. They will henceforth advance on step schedule based on that placement.

Others will be placed on new step/lane in the same manner as teachers, but will advance to the following step only when years of service warrant.

3. Advancement on the Salary Schedule

At the beginning of the 2018-2019 school year and each following school year returning Staff shall advance one step on the salary schedule.

B. New Instructional Teaching Staff

The Employer shall have the sole discretion to place new Instructional Teaching Staff at whatever step it deems appropriate. The Employer shall recognize at least two (2) years of experience for the purpose of step placement for New Instructional Teaching Staff with prior teaching experience. New Instructional Teaching Staff shall be placed in the lane commensurate with their educational attainment. In cases of an Instructional Teaching Staff returning from a voluntary separation of non-provisional employment from the Network, said Instructional Teacher Staff shall advance one step from their previous step on the salary schedule following such break in service.

C. Part-time Instructional Teaching Staff

Part-time Instructional Teaching Staff will be initially placed at the step determined by the Employer in its sole discretion and the appropriate lane. Their salary will be prorated based on the number of hours scheduled by the Employer.

D. Long-Term Substitutes

An individual hired as a substitute for a bargaining unit member will be deemed "substitute-long term" as referenced in Article 2 of this Agreement, if said substitute has worked eighty (80) consecutive workdays substituting for one full-time bargaining unit member. Such long-term substitute will earn an annual salary of \$40,000 prorated based on the number of days worked out of the total number of workdays in a complete academic year the substitute is assigned as a result of the absence of a bargaining unit member assigned to a classification within the Instructional Teaching Staff employee category. Such long-term substitutes will earn an annual salary of \$30,000 prorated based on the number of days worked out of the total number of workdays in a year if the substitute is assigned as a result of the absence of a bargaining unit member assigned to a classification within the Instructional Support Staff or Non-Instructional Staff employee category.

E. Instructional Support Staff and Non-Instructional Staff

The employer shall have the sole discretion to place new, Non-Instructional staff, at whatever step it deems appropriate.

Instructional Support Staff assigned to an Apprentice classification that pursue an Illinois educator's license shall be provided the option of taking a leave of absence, in order to complete the requirements of the certification program. Any Instructional Support Staff assigned to an Apprentice classification pursuing an Illinois educator's license shall be provided up to a two year leave of absence and guaranteed employment with Acero Schools for any position for which the bargaining unit member is qualified. Bargaining unit members returning from such leave, as Instructional Teaching Staff, shall return as a provisional employee and be placed on the salary schedule at Step 2 in the Lane commensurate with highest level of education obtained. (In accordance with Article 7).

F. Pension

For qualifying bargaining unit members, the employer shall contribute seven percent (7%) of any qualifying bargaining unit employee's share of his/her pension contribution to Chicago Teachers Pension Fund.

G. 401(K) Plan

The employer shall match member contributions of up to seven percent (7%) of pay for any bargaining unit member who does not participate in the Chicago Teachers Pension Fund and who contributes to a qualified 401(K) plan.

All terms and conditions related to the 401(K) plan will be in accordance with the plan then currently in effect for all employees.

H. Tuition Reimbursement

The employer shall continue its current tuition reimbursement practice.

I. After School Stipends

The Employer shall pay a stipend to any bargaining unit member who volunteers to perform duties in connection with the Employer's extracurricular programming, provided such duties are not otherwise contractually required of the bargaining unit member. The Employer's extracurricular programming, and extra duties assigned to any bargaining unit member as a result of such programming, shall be set by the Employer. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Article 12. Without limiting the Employer's right to assign similar duties to individuals outside the bargaining unit, the Employer shall pay to any bargaining unit member entitled to compensation under this Section the following amounts:

Grade Level	Assignment	Minimum Hours Required per quarter per bargaining unit member	Amount of Stipend per quarter per bargaining unit member
Elementary (K-8)	Activities or Athletics	10 hours per quarter	\$250
High School (9-12)	Activities	10 hours per quarter	\$250

Grade Level	Assignment	Minimum Hours Required per season per bargaining unit member	Amount of Stipend per season per bargaining unit member
High School (9-12) Freshman/JV Athletics	Athletics	80 hours per season	\$2,500 – Head Coach \$2,000 - Coach
High School (9-12) Varsity Athletics	Athletics	80 hours per season	\$3,000 – Head Coach \$2,500 - Coach

J. Case Manager Stipends

Full-Time Case Managers shall be placed on the salary schedule laid out in Section A in accordance with years of employment with the Employer.

The special education stipend in the amount of \$1,500 shall be paid per semester to any bargaining unit member assuming responsibilities or duties commensurate with that of the position of "Special Education Case Manager", provided that only bargaining unit members assigned to more than one-half day of teaching responsibilities in addition to carrying out such responsibilities and duties shall be entitled to the stipend.

K. Leadership Stipend

The Employer shall have the discretion of identifying bargaining unit members to assume additional leadership responsibilities aligned with the particular School and Network mission, vision, and strategic plan. These members will be compensated with a one-time stipend of up to \$2,000 at the discretion of the Employer.

L. Salary Pro-Ration

Salaries reflect annualized compensation for a full work year. Any bargaining unit member who is hired after the first day of work of a work year or separates from employment with the Employer before the last workday will receive a prorated salary based upon the number of days worked out of the total number of workdays in a complete work year.

M. New Hire and Referral Bonuses

The Employer shall have the discretion to offer a one-time signing bonus of up to \$5,000 for candidates and may also offer referral bonuses at its discretion.

N. Healthcare Benefits

Health benefits established under the 2016-18 labor contract will continue to be provided under the newly-agreed previously established plan design (including newly-established plans), and the employee's contribution to the premium shall not exceed 20% for the length of the contract. If the cost to the Employer of health benefits increases significantly from one plan year to the next, the Union agrees to discuss in good faith with the Employer a mutually acceptable resolution. Similarly, the Parties further agree that future rule-making, regulations and guidance promulgated by the IRS, DOL and HHS under the Patient Protection and Affordable Care Act ("PPACA"), effective on or after January 1, 2015, or other regulations that may affect the Employer's obligations. Accordingly, given this uncertainty, and in the event the Employer's obligations are impacted, the Parties agree to negotiate in good faith over PPACA and other regulatory compliance.

The Employer agrees to participate in a CTU-ACTS healthcare committee that shall meet no less than two times a year to explore possibilities to secure healthcare savings.

O. Student Enrollment

The Parties agree to make a joint effort to increase enrollment at Acero, subject to Article 13.

P. Modifications

If Acero receives a first notice of default on its financial covenant, the Parties agree to discuss modifications to the labor agreement.

ARTICLE 12 WORK YEAR AND HOURS OF EMPLOYMENT

A. Instructional Teaching and Instructional Support Staff

1. Work Year

Unless otherwise set forth in this Article 12, all bargaining unit members will work up to one hundred ninety (190) days to include up to one hundred and seventy nine (179) days of instruction, with no less than six (6) weeks of summer break. Instructional staff beginning their provisional period may be required to work up to three (3) additional non-instructional days prior to the start of each school year.

The calendar of each work year, subject to any limitations set forth herein regarding instructional and non-instructional days of the work year, shall be set in accordance with Article 5 of this Agreement.

2. Student Instructional Day

The Student Instructional Day shall not exceed seven and one-half (7 1/2) hours (the "Student Instructional Day"). Notwithstanding the foregoing, the Student Instructional Day may be shortened in accordance with Section (A)(7) of this Article.

3. Workday

The professional workday shall not exceed seven and three quarters (7.75) hours in length for High School Instructional Staff and seven and three quarters (7.75) hours in length for Elementary School Instructional Staff. The workday shall include instruction during the Student Instructional Day, student supervision outside the Student Instructional Day (i.e., before and after the start of the Student Instructional Day), duty-free lunch, advisory periods (where applicable), support (where applicable), study-hall (where applicable), all assigned duties, transition times, planning and preparation period(s), staff meetings, professional development, other administratively-directed meetings, and other duties as assigned by the Employer.

Instructional Teaching Staff and Instructional Support Staff shall have five (5) duty-free lunch periods, one per day, each work day of not less than thirty (30) uninterrupted minutes, which shall be scheduled concurrently with student lunch periods.

When assigned, supervision duty will begin no earlier than thirty (30) minutes prior to student start time and no later than fifteen (15) minutes after the conclusion of the instructional day. Due regard shall be given to bargaining unit members' personal preferences in selecting which dates they are assigned such supervision, however, the Parties recognize that the assignment of supervisory duty despite any personal preference is appropriate where the safety of students or continuity of school operations is a consideration. When not assigned to supervision duty, Instructional Staff will organize their own before- and after-school schedules, applying the values of professionalism and collaborating with colleagues, students, and families.

The Employer will honor the teacher preference in duty assignments to the extent it is administratively possible.

All Instructional Staff may opt to sign up for additional duties with Principal approval and will be compensated at the rate of twenty-five dollars (\$25) per hour for the time spent supervising the student.

All students who are participating in after-school activities or who have not been picked up after school must remain with the designated Instructional Staff member up to fifteen (15) minutes after the end of the after-school activity. Any student who has not been picked up fifteen (15) minutes after the end of the Student Instructional Day or after school activity(ies) will wait with a non-bargaining unit member of the Campus Leadership. For after-school activities, if the Campus Leadership is unavailable and the Instructional staff member has notified Campus Leadership, the staff member will be paid at a prorated rate of twenty-five dollars (\$25) per hour for the time spent supervising the student.

4. Preparation Time

a. Generally

Providing timely, relevant feedback is essential to support quality teacher growth. Instructional Teaching Staff shall be provided time and support during weekly administratively directed preparation time through individualized teacher coaching to advance both teacher development and student achievement. Duty-free and self-directed planning time is non-instructional time during the workday including instructional planning, classroom and instructional preparation, the fulfillment of administrative directives, collaboration with other Instructional Staff (excluding staff meeting times) and administratively directed professional development. Dedicated planning time shall not be used for personal business. The scheduling of Individualized Education Program meetings shall not be considered an administratively-directed activity or interruption to any preparation time guaranteed by this Agreement.

The Parties recognize that the exact length of a dedicated planning period can depend on variables within a school, including the types of preparation necessary for a particular subject, the time needed to grade student work at different age levels, the choices of the school with regard to instructional length of MAPS and other factors but, in no case shall planning periods be less than fifty (50) minutes except on Wednesdays due to abbreviated schedules in which case the planning period will be equal in number of minutes to the number of minutes in every other period, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure.

Should an Instructional Staff member who is not under a Remediation Plan lose any significant portion of their dedicated planning periods they shall be paid twenty-five dollars (\$25) for that interrupted period.

Should a member of Instructional Teaching Staff miss any part of planning time for IEP meetings or other regularly scheduled meetings, then an equivalent number of minutes missed shall be provided by campus administration or \$25 shall be paid for that interrupted period based on member's preference.

If there is an adjustment to the number of daily class periods then the Parties shall meet to discuss and adjust the preparation periods accordingly.

b. Elementary Instructional Teaching Staff

Except as otherwise set forth in this Agreement, Elementary Instructional Teaching Staff shall receive a minimum of three hundred and fifty (350) minutes of preparation time each week, including at least fifty (50) minutes of duty-free, continuous and self-directed preparation time each day, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure. Up to forty-five (45) minutes of any remaining time may be administratively directed.

c. High School Instructional Teaching Staff

Except as otherwise set forth in this Agreement, High School Instructional Teaching Staff shall receive a minimum of four hundred eighty-five (485) minutes of preparation time each week, including at least fifty (50) minutes of duty-free, continuous and self-directed preparation time

each day. Up to forty-five (45) minutes of any remaining time may be used for administratively directed activities.

Unless otherwise limited by the foregoing, High School Instructional Teaching Staff shall instruct no more than five (5) class periods excluding support (where applicable) or advisory (where applicable) and have no fewer than two (2) fifty (50)-minute continuous preparation periods a day. High School Instructional Staff and K-12 Instructional Staff shall be required to prepare for no more than two courses, including Honors or Remedial courses, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure.

d. Other Instructional Staff

Other Instructional Staff shall be entitled to the preparation time set forth in Section C of this Article.

e. Limitations and Conditions Relating to Preparation Time

Instructional Staff under a Remediation Plan may, at the discretion of the Employer, receive less planning time than otherwise required by this Article, provided that any administratively-directed activities limiting a bargaining unit member's rights with respect to this Section is intended to provide more intensive supports required for the member to improve their performance.

5. Unit and Lesson Plans

The development and use of lesson plans is a professional responsibility vital to effective teaching. Any returning teacher seeking format flexibility may at the start of the school year present an alternative lesson-planning format to the Employer or employer designee for approval. The alternative format will be approved for use provided that it includes all required content for lesson plans. Provisional teachers and teachers under Remediation Plans will be provided with a format, as well as content, set of expectations.

6. Meetings

Notwithstanding any other limitations set forth in this Article, Instructional Staff shall participate in up to sixty (60) minutes of administratively-directed meetings following the conclusion of any assigned duties on Wednesdays, though meetings may occur on days other than Wednesday or consist of activities other than administratively-directed meetings based upon recommendations of campus-based Professional Solutions Committees implemented by the Employer. Student dismissal on Wednesdays during the school year will be one (1) hour early to facilitate these meetings.

During such meetings, Instructional Staff shall be assigned to attend or perform duties related to:

- a. Faculty Meetings (including planning and professional development that qualifies for ISBE continuing education credit hours if otherwise consistent with the professional development determined necessary by the Employer);

- b. Group Meetings (Grade-Level, PLC, collaborative meetings between Instructional Staff responsible for general education and special education services, content-area study, lesson planning projects, assessment development, etc.); and/or
- c. Supervision of up to thirty-two (32) students in an after-school early dismissal activity or homework club (content at the option of the supervising staff member). Depending on the number of students registered in such programs, a rotating schedule of supervision will be developed at the campus to allow Instructional Staff members assigned to this supervision to also participate in important Faculty and Group meetings.

To permit Instructional Staff to participate as fully as possible in meetings under this section, the Employer shall notify Instructional Staff of the intended scope and sequence of any professional development or other meetings contemplated by this Section no later than the end of the first student attendance day each semester. This scope and sequence shall, minimally, detail what topic will be covered on which day. If the Employer, in its sole discretion, determines that a change to the scope and sequence is necessary, the Employer shall provide no less than two (2) weeks' notice to Instructional Staff if such change includes a change in schedule.

Notwithstanding the requirements of this Section, Instructional Staff on Remediation Plan may be required to attend up to ninety (90) minutes of administratively-directed activities each week in addition to their regularly-scheduled duties, provided that Instructional Staff shall not be required to attend any meetings or other duty assignments for more than thirty (30) minutes before the start of the Student Instructional Day or otherwise beyond forty-five (45) minutes after dismissal.

Changes that affect the daily work schedule of Instructional Staff under a Remediation Plan should be minimized. In the event that a meeting is scheduled outside of normal working hours without one week's notice, and an Instructional Staff member is unable to attend due to a prior commitment or personal hardship, the Staff member will not be disciplined for not attending.

7. Non-Instructional Days

There will be a total of eight (8) professional development days and three (3) elementary presentation of learning days/high school parent teacher conferences each year.

a. Professional Development

- i. Three (3) Days prior to the start of the instructional school year.
 - One day self-directed
 - One day administratively directed
 - One day split equally between administratively directed and teacher self-directed, without administrative directives
- ii. Three (3) days at the end of each quarter 1, 2, and 3. The format for these days shall have two and one-half (2.5) hours of administratively directed, and the remaining day shall be self-directed time without administrative directives.
- iii. One (1) day self-directed directly after the end of the instructional school year.
- iv. One (1) day with the format of equal administratively directed and self-directed time to be determined by the Calendar Committee.

b. Elementary Presentation of Learning/ High School Parent-Teacher Conferences

Elementary School Instructional Staff must be available to schedule 11.5 hours of student-teacher-family conference time over two (2) work days at times mutually agreeable to the teacher, parent/guardian, and principal during the Presentation of Learning Days each semester. These days will be configured as two consecutive weekdays in each semester. Elementary School Instructional Staff shall work twelve (12) hours over these two days, one day which begins at 11:30 a.m. and ends at 7:30 p.m., and one day which begins at 7:30 a.m. and ends at 11:30 a.m., with up to 11.5 hours of conference time and any remaining time may be used as self-directed work. The calendar committee will develop recommendations for scheduling presentation of learning days or parent teacher conferences in the school calendar. For 7th and 8th grade the campus Professional Solutions Committee will make recommendations for the structure and content of Presentation of Learning days to reflect current student progress and transitional goals to high school.

High School Instructional staff must schedule 7 hours and 45 minutes of parent engagement once per Quarter 2, once per Quarter 3, and once per Quarter 4 at the midpoint of each cited quarter to discuss student progress with parents for early intervention. Instructional staff should think about which time frame would yield the highest parent turn out. Each campus, by vote of Instructional Staff and academic leadership team, may choose from one of the following schedules:

Thursday evening – 3.75 hours and Friday morning – 4 hours

Friday – all day 7 hours and 45 minutes allowing for one hour for bargaining unit member lunch

Friday – 4 hours and Saturday 3.75 hours

8. Professional Growth Plans

Professional Growth Plans, in addition to available academic data, drive the planning and implementation of the school and network planning days and establish expected standards of growth, professional development and support for each Instructional Staff member.

A Professional Growth Plan shall be developed collaboratively between campus-based leadership of the Employer and each employee classification within the employee category of Instructional Staff with the Employer having final approval. Any member of campus-based leadership responsible for developing a Professional Growth Plan in collaboration with each Instructional Staff member must be a qualified evaluator as used in Article 10 of the contract. Any Professional Growth Plan shall align to Network mission, vision, and strategic plan.

The Professional Solutions Committee should discuss instances where Professional Growth Plans are not being developed collaboratively, provided that the ultimate decision on such Plans lies with the Employer. Professional Growth Plans, in addition to available academic data, drive the planning and implementation of the school and network planning days and establish expected standards of growth, professional development and support for each Instructional Staff member.

The Employer will work to provide planning and development opportunities that align with the organizational mission and are differentiated for Instructional Staff.

Occasionally, to meet the unique needs of staff and schools, the Employer may encourage and support external development opportunities for Instructional Staff members.

9. Community Engagement

All Parties recognize the value of parental engagement outside of school. Teachers and advisors (where applicable) are encouraged, but not required, to engage parents at the parents' home or elsewhere in the parents' community away from the school building if invited to do so by the parent/family of their students. Teachers that complete home visits for all of their homeroom or advisee students by the end of winter break shall receive a Five Hundred Dollar (\$500) stipend for their dedication to parental engagement.

10. School Events

Instructional Staff shall participate in organizing and/or attending four (4) events, two (2) Employer directed events (announced at the beginning of the school year) and two (2) events of the bargaining unit member's choice, such as Family Literacy Night, Graduation, Open Houses, Art/Music/Drama Presentations, sporting events, dances, etc. The Employer will reasonably accommodate bargaining unit member's outside commitments making them unavailable for particular events (including rescheduled events), and bargaining unit members shall not be disciplined or compelled to use PTO as a result. A representative of the Employer from the Campus (e.g. a Principal) must be present at each mandated event and shall be responsible for addressing any safety issues, health concerns, or emergencies. Notwithstanding the foregoing, all liability shall rest with the Employer.

11. School Events

Instructional Staff shall participate in organizing and/or attending four (4) events, two (2) Employer directed events (announced at the beginning of the school year) and two (2) events of the bargaining unit member's choice, such as Family Literacy Night, Graduation, Open Houses, Art/Music/Drama Presentations, sporting events, dances, etc. The Employer will reasonably accommodate bargaining unit member's outside commitments making them unavailable for particular events (including rescheduled events), and bargaining unit members shall not be disciplined or compelled to use PTO as a result. A representative of the Employer from the Campus (e.g. a Principal) must be present at each mandated event and shall be responsible for addressing any safety issues, health concerns, or emergencies. Notwithstanding the foregoing, all liability shall rest with the Employer.

B. Rights of Classifications within Instructional Teaching Staff

Except where otherwise provided in Section A of this Article, the terms and conditions of work and rights of Elementary Teachers, High School Teachers, K-12 Teachers, and Special Education Teachers shall be consistent with established practice at each campus at which the Teacher is assigned.

1. Elementary Teachers

Daily class schedules and instructional time for each subject shall remain consistent daily, unless otherwise agreed upon by the campus Professional Solutions Committee or designated scheduling sub-committee. The PSC will create a campus wide schedule to be reviewed by the staff. All staff members may give feedback to the PSC. The PSC will take the feedback into considerations and establish a final schedule.

2. High School Teachers and K-12 Teachers

Annually, by December 1 of each academic year, the Professional Solutions Committee, or a sub-committee (comprised of at least one representative from each grade level and/or at least one representative from each subject, and these members shall be identified and selected by the Union with the Employer having up to the same number of representatives at each campus) shall work to propose the student day, review and set bell schedules which will include all instruction, advisory (where applicable), support (where applicable which is understood to be a Tier 2 intervention), study hall (where exists in name or practice if applicable which is understood to be a Tier 2 intervention), student lunch that is no less than 25 minutes in length, curriculum, course offerings for the next 2 years which shall be no less than fifty (50) minutes in duration other than Wednesdays, electives, and length of support classes in compliance with graduation requirements set by the Illinois Board of Education. Unless the graduation requirements set by the Illinois Board of Education necessitate a change, the number of required credits for high school graduation shall not exceed 28. All decisions made by this committee shall be in accordance with majority vote of the committee a copy of which shall be sent to the Union and Employer prior to the end of the Instructional School year.

3. Special Education Teachers

Except where otherwise provided in Section A of this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classification "Special Education Teacher":

- a. The Employer shall not assign any Special Education Teacher duties not related to special education services, unless such duties can be assigned in a manner that does not affect compliance with or services provided in furtherance of any student's Individualized Education Programs ("IEP") or Section 504 plan, team meetings related to the administration of IEP's or Section 504 plans, or other unique instructional needs of students assigned to the caseload of a Special Education Teacher. Disagreements between the Parties regarding application of this Section at any campus operated by the Employer shall be resolved by its respective campus Professional Solutions Committee.
- b. The needs of students served by a Special Education Teacher shall be given priority in scheduling after the scheduling of Instructional Staff assigned to classifications within each campus MAPS department.
- c. In order to provide individualized instruction, Special Education Teachers shall be permitted to pull by level, rather than grade, if they deem appropriate for the purposes of scheduling, in accordance with the student's IEP.
- d. If any meeting related to the administration of an IEP or Section 504 plan deprives a Special Education Teacher of a substantial portion of dedicated, self-directed preparation time, the Employer shall offer compensatory minutes of dedicated, self-directed preparation time (if the bargaining unit member will not otherwise be provided the minimum daily or weekly amount of preparation time required under the Agreement) or compensate the Special Education Teacher twenty-five dollars (\$25.00) for that interrupted period;
- e. Except in cases of emergency Special Education Teachers shall not be assigned as substitute teachers.

- f. Special Education Teachers must participate in all student, teacher, family conferences/presentations of learning of students they serve. Any work hours within the time period allotted for Parent-Teacher Conferences not scheduled for conferences for Special Education Teachers, may be spent on self-directed tasks.

C. Rights Of Classifications Within Instructional Support Staff

1. Elementary Apprentices, High School and K-12 Apprentices

Except where otherwise provided in this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classifications of "Elementary Apprentice", "High School Apprentice" and "K-12 Apprentices", collectively "Apprentices":

- a. No Apprentice shall be used as a substitute teacher unless he or she volunteers to perform the services of a substitute teacher and holds the requisite certification from the Illinois State Board of Education. Apprentices shall serve as substitutes only in circumstances requiring temporary emergency supervisory duty for the welfare of students or the safety of school operations. If substitute duty exceeds sixty (60) minutes, the affected Apprentice shall be compensated twenty-five dollars (\$25.00) for each additional hour of duty completed in addition to their current salary.
- b. Apprentices shall not be used to organize, orient, direct, or otherwise supervise substitute teachers. Apprentices shall not be responsible for organizing sub plans for any teacher. Apprentices shall only be responsible for the creation of their own sub plans, which shall be provided to the Employer to distribute to a substitute in the event of an Apprentice's absence.
- c. All Apprentices may perform temporary classroom supervisory duty, subject to the limitations set forth herein, in situations where the safety or welfare of the student(s) is concerned, but such duty shall not be instructional in nature nor typically exceed sixty (60) minutes per day. If temporary supervisory duty exceeds sixty (60) minutes, the affected Apprentice shall be compensated twenty-five dollars (\$25.00) for each additional hour of supervision completed in addition to their current salary.
- d. Apprentices may only be used as translators or interpreters if they volunteer to do so.
- e. All Apprentices shall be provided with an electronic and/or a printed copy of any applicable IEPs for students on their caseload provided that such IEPs contain information the Employer determines to be necessary to perform the Apprentices' role.
- f. The Employer and the Union recognize the value of professional development. Apprentices shall be present at relevant and differentiated professional development, as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.
- g. Elementary Apprentices are understood to be divided into two (2) categories:
 - i. Special Education Apprentices. Apprentices who work with students who have Individualized Education Programs ("IEP's"), 504 Plan, or are otherwise provided or required to have paraprofessional support.

- ii. Classroom Apprentices. Apprentices assigned to a specific classroom or grade-level (e.g. Kindergarten Apprentice).
- h. Dedicated preparation time for Apprentices shall include uninterrupted blocks of non-instructional time during the workday excluding professional development and staff meeting times. Dedicated planning time shall not be used for personal business. Apprentices on Remediation Plans may receive less dedicated preparation time, as more intensive coaching is necessary for the Apprentice to improve. Should an Apprentice who is not on a Remediation Plan lose any significant portion of their dedicated planning periods (i.e., subbing, duty, etc.) they shall be paid twenty-five dollars (\$25) for that interrupted period.
- i. Classroom Apprentices shall be afforded three hundred (300) minutes of planning/preparation time a week, to be divided into preparation periods consisting of no fewer than fifty (50) uninterrupted minutes as the classroom teacher they support. Classroom Apprentices shall have a minimum of one (1) continuous, uninterrupted, self-directed planning/preparation period each day. Up to forty-five (45) minutes of any remaining time may be used as administratively directed.

The Classroom Apprentice will use this time for work that improves the classroom(s) in which they work, the effectiveness of instructional methods, achieving the success of their students, or any other classroom related business requested.

- ii. Elementary and High School Special Education Apprentices shall be afforded no fewer than 200 minutes of preparation/planning time a week, and shall have at least one continuous, fifty (50) minute, duty-free, self-directed preparation period per day. Up to forty-five (45) minutes of any remaining time may be used as administratively directed. The Special Education Apprentice will use this time to engage new or unfamiliar techniques that improve the academic, emotional, behavioral, etc., success of the students on their caseload, identifying ways to support the teacher in IEP goal and benchmark instruction and achievement, as well as progress monitoring, or any other business related to the academic and/or behavioral success of the students on their caseload as assigned by their supervisor.
- i. All Apprentices shall attend conferences during presentation of learning/conferences with the families of students that comprise their caseload and will work the same total hours for these days as other Instructional Staff. Any time not dedicated to conferences will be self-directed.
- i. Classroom Apprentices will be present for the meetings of the classroom rosters they support, not to exceed the number of one (1) classroom if assigned to a grade-level and multiple classrooms are supported.
- ii. Special Education Apprentices shall endeavor, whenever possible, to meet with the parent or guardian of all students that comprise their caseload. Special Education Apprentices may also meet collaboratively or take part in a professional development specific to their subject area. If the Special Education Apprentice chooses to be present for any meetings beyond the meetings with their caseload, any work hours within the time period allotted for presentation of learning/conferences not scheduled for conferences for Special Education Apprentices may be spent on teacher, or self-directed tasks not to exceed seven and three quarter (7.75) hours as laid out in Section A of this Article. No Apprentice shall be penalized or receive a lower evaluation for choosing to meet only with the family of his/her caseload.

2. Special Education Case Managers

Except where otherwise provided herein, Case Managers shall be provided the same work day and work year as articulated in Article 12.A and 12.B.

- a. All Staff currently carrying out responsibilities and duties of a Case Manager on a full-time basis shall be titled as such and be bargaining unit members.
- b. Each school shall have a full-time Case Manager. In addition to carrying out Case Management responsibilities and duties, the Case Manager may be assigned to teaching responsibilities for up to one-half of the work day and shall be entitled to the stipend as set forth in Article 11.
- c. For K-12 case managers, 125 students trigger review by the Director of Specialized Instruction to consider the need for additional case managers.
- d. The Employer shall assign Case Managers or Instructional Staff carrying out responsibilities and duties commensurate with the position of "Case Manager" uniformly across campuses operated by the Employer, and such responsibilities and duties shall include planning, preparation, and meetings in addition to caseload management.
- e. Case Managers shall not be assigned lunch/recess duty.
- f. Any extra duties assigned to Case Managers (e.g. arrival of dismissal duties, breakfast supervision duties, etc.) shall not occur on the school's "team day" if such duty conflicts with any team preparation or meeting time.
- g. Except in cases of emergency, for LBS1 certified educators, Case Managers shall not be assigned as substitute teachers.
- h. Elementary Case Managers will follow elementary presentation of learning schedules. High school Case Managers will follow high school conference schedules. K-12 will follow elementary presentation of learning schedules.
- i. During Parent Strategy Meetings, Case Managers shall be available to meet with any parents or teachers about specialized service needs and all other time shall be dedicated to case management duties.

3. Counselors

Except where otherwise provided in Section A and B of this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classification of "Counselor":

- a. Counselors shall follow the same school calendar and the same work day as High School Instructional Staff and shall organize their own before and/or after school activities.
- b. Counselors shall be provided use, as needed, of a workspace at each campus where appropriate confidentiality can be maintained.

- c. Counselors shall have a minimum of five (5) dedicated continuous planning periods per week. Dedicated planning time shall not be used for personal business. Counselors on Remediation Plans may receive fewer dedicated planning periods as more intensive coaching is necessary for the Counselor to improve.
 - d. Counselors shall attend Parent-Conference Days and Engagement Events and will work the same hours during these days/events as other Instructional Staff.
 - e. No Counselor shall be used as a substitute teacher except in circumstances requiring temporary emergency supervisory, non-instructional, duty for the welfare of students or the safety of school operations.
 - f. If a student has been referred to a campus-level administrator for discipline, students must first meet with a campus-level administrator before being further referred to a Counselor, provided that any campus-based administrator may refer a student to a Counselor in emergency circumstances requiring intervention other than disciplinary action.
4. OSFA counselors

Currently, the classification of OSFA Counselor is unoccupied. However, in the event that the position of OSFA Counselor, or like position, becomes staffed in the future, the terms and conditions of employment shall be negotiated with the Union.

D. Rights Of Classifications Within Non-Instructional Staff

- 1. Office Coordinators
 - a. During days when Instructional Staff are required to work, Office Coordinators are to work eight (8) hours daily, exclusive of a 1-hour lunch period. When school is not in session, Office Coordinators are to work eight (8) hours daily, exclusive of a thirty (30) minute lunch period. Any hours worked in excess of forty (40) within a week shall be compensated at a rate of time and a half (1.5) the Office Coordinator's hourly rate.
 - b. Office Coordinators are to work a year round schedule.
 - c. No Office Coordinator shall be required to administer medication or to perform duties relating to medical treatment. An Office Coordinator may elect to be trained to do so (e.g., without limitation, blood borne pathogen training).
 - d. Each year, all Office Coordinators shall be provided the necessary training during a network-wide professional development day in the computer programs and other protocols and programs which are a necessary function of adequately fulfilling their job responsibilities including but not limited to, record keeping, reporting requirements, cash handling, audits, hands-on training for InfoSnap and enrollment, PowerSchool, IMPACT/ASPEN, STLS Clerk training, forms, visitor passes and procedures, etc.
 - e. The Employer and the Union recognize the value of professional development. Office Coordinators shall be present at professional development as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.

- f. No Office Coordinator shall be used as a substitute for a teacher.
- g. Office Coordinators shall not be required to serve as translators except to adequately perform core work duties. However, the Parties acknowledge that translation may be incidental to and necessary for the adequate performance of an Office Coordinator's normal work duties.
- h. After the first fifteen (15) minutes of time spent supervising students during late pick-up, early arrival, student discipline, etc., Office Coordinators shall be compensated \$25 for each hour, or fraction thereof, spent supervising students during late pick-up, early arrival, student discipline, etc.
- i. All Office Coordinators shall be provided a separate and secure workspace on campuses that can accommodate such.
- j. All Office Coordinators shall be provided with adequately functioning Network standard technology.
- k. Office Coordinators shall not be responsible for the creation, or maintenance, nor the scheduling of: emergency plans, FIMS or drills, or parent volunteer coordination/supervision, except for Friday Folder supervision.

2. IT (Helpdesk)Technicians

- a. During the school year, IT Technicians are to work seven and one half (7.5) hours, exclusive of an hour lunch period. When school is not in session, IT Technicians are to work 7.5 hours, exclusive of a thirty (30) minute lunch period. Any hours worked that exceed forty (40) within a week shall be compensated at a rate of time and a half (1.5) the IT (Helpdesk) Technician hourly rate.
- b. IT Technicians shall be provided the use, as needed, of a workspace at each campus.
- c. IT Technicians are to work on a year round schedule.
- d. The Employer and the Union recognize the value of professional development. IT Technicians shall be present at professional development as directed by their supervisor and may follow the Employer's policies in requesting additional or external professional development.

3. Graduate Support Advisors

Currently, the classification of Graduate Support Advisor is unoccupied. However, in the event that the position of Graduate Support Advisor, or like position, becomes staffed in the future, the terms and conditions of employment shall be negotiated with the Union.

E. All Bargaining Unit Members

1. Multiple Campuses

All bargaining unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other comparable staff members. Adequate time to travel between sites shall be provided. Further,

bargaining unit members shall be reimbursed for actual miles driven between sites at the current IRS mileage rate.

2. Provisional Employees

All provisional employees shall be provided professional development opportunities relating to network and campus systems, procedures and policies relevant to their job responsibilities during days dedicated to professional development pursuant to this Article or within forty-five (45) days of the start of their employment for provisional employees in classifications within the Non-Instructional employee category.

**ARTICLE 13
CLASS SIZE**

A. Apprentices for Kindergarten

All kindergarten classes shall have two (2) FTE Instructional Teaching Staff and/or Instructional Support Staff at all times.

B. Programming K-2 class sizes

1. Effective school year 2019-20, the following K-2 class size programming:

Kindergarten	30 students
1st Grade	32 students
2nd Grade	32 students

2. Effective school year 2020-21, the following K-2 class size programming:

Kindergarten	30 students
1st Grade	30 students
2nd Grade	32 students

3. Effective school year 2021-22, the following K-2 class size programming:

Kindergarten	30 students
1st Grade	30 students
2nd Grade	30 students

If the above class sizes are exceeded on either the 20th school day, or in any five (5) aggregate school days thereafter either semester, an apprentice will be added to the affected first or second grade class for the school year.

C. Programming Grade 3-8 class sizes

Except as provided below, and consistent with the Parties' mutual intention that no current Acero student be removed from the network, class sizes shall be as follows:

- Effective for school year 2019-20, classes will be programmed for 31 students.
- Effective for school year 2020-21, classes will be programmed for 31 students.
- Effective for school year 2021-22, classes will be programmed for 30 students.

The Employer shall identify and inform the Union of all students currently attending each school and in each grade (K-8). The Employer may not add any additional students to any 3-8 grade classroom at any school during the term of this agreement unless:

- a. A student replaces another who has de-matriculated during the school year;
- b. Acero is required to accept an STLS student; or
- c. The resulting class size does not exceed the above programming limits.

The Employer shall give written notice of any students removed/added to the classroom in accordance with subparagraphs a. and b. above.

If the Employer observes the foregoing requirements, it may enroll up to 32 students in a class (exceeded only to accommodate STLS enrollments), provided it makes best efforts to reassign the 31st or 32nd student, as appropriate, so as to comply with the foregoing programming limits.

If any class size per grade exceeds the above-stated class size on either the 20th school day, or thereafter in any five (5) aggregate school days in either semester, an apprentice will be added to the class for the school year and the teacher shall be paid a stipend of \$1,000 per class per semester.

D. Programming Grades 9-12 class sizes

1. Effective School Year 2020-21, an Instructional Staff member will maintain no more than a one hundred fifty (150) student instructional load on a daily basis. For those Instructional Staff members on a block schedule, the limit for the daily student instructional load will be ninety (90) students. The campus Professional Solutions Committee will participate in programming students for their designated classes, with the goal of achieving 30 students per class.
2. In the event the instructional load is exceeded, the Employer will have thirty (30) days to reassign students in order to maintain the load or to assign another qualified staff member if the load cannot be maintained. If the instructional load cannot be maintained the Instructional Staff member shall receive a stipend as defined below.

E. Programming Special Education class sizes

Special Education class sizes shall be programmed as required by law, which is currently:

1. No more than 15 students when all students spend less than 20% of their day in the special education setting (LRE 1). The Employer may increase the class size by a maximum of 2 students when an apprentice is assigned for the entire class.
2. No more than 10 students when at least one student in the class spends between 21-60% of his/her day in the special education setting (LRE 2). The Employer may increase the class size by a maximum of 5 students when an apprentice is assigned for the entire class.
3. No more than 8 students when at least one student in the class spends more than 60% of his/her day in the special education setting (LRE 3). The Employer may increase the class size by a maximum of 5 students when an apprentice is assigned for the entire class.

ARTICLE 14 LEAVE PROVISIONS

A. Paid Time Off

1. Paid Time Off, Generally

Full-time bargaining unit members shall be entitled to ten (10) days leave referred to herein as "Paid Time Off" or "PTO" with full pay for each school year for illness or personal purposes.

PTO may be taken at any time during the school year; however, during the first year of employment bargaining unit members accrue PTO at a pro-rata basis determined by the Employer using current practice. Thereafter, annual PTO shall accrue on August 1st of each school year. Unless the bargaining unit member has been donated PTO in accordance with Paragraph G, any day a member is absent in excess of their PTO allotment shall be unpaid and taking such a day without authorization may result in discipline.

Except as otherwise provided herein, PTO shall be taken in four (4) hour increments. The use of pre-planned PTO must be requested in the HRIS system two (2) weeks in advance. The Employer shall not require a bargaining unit member to disclose the purpose for requesting PTO.

In the event that a bargaining unit member requires the use of unplanned PTO, meaning the use of PTO with less than two weeks' notice, the bargaining unit member must notify his or her supervisor as soon as he or she becomes aware of the need to use unplanned PTO and must do so no less than one and one-half (1.5) hours prior to the start of the work day. In the event that the use of unplanned PTO by a bargaining unit member exceeds three (3) consecutive work days or occurs on the day before or after a school holiday or instructional break, the Employer may require the bargaining unit member to furnish documentation from a healthcare professional to support a basis for the member's continued absence.

2. Incremental PTO.

Each semester, a bargaining unit member may request the use of up to four (4) hours of PTO in less than four (4) hour but not less than one (1) hour increments, provided that the bargaining unit member secures an appropriate replacement. In the event that a bargaining unit member's assigned supervisory duties cannot be reassigned, the Employer may otherwise approve the bargaining unit member's use of PTO in increments of less than four (4) hours.

3. Excess PTO and Wellness Leave

If a bargaining unit member resigns or is dismissed having utilized PTO that has not yet accrued, the bargaining unit member shall be required to compensate the Employer for such time during the first year of their employment. Any unused PTO can be rolled over to the next year or any portion thereof paid out at \$15.00/hour (\$120 per workday) to members still actively employed. In the event a bargaining unit member separates from employment prior to October 1, he/she shall be paid his/her accrued PTO days in the customary method of payment at \$15.00 per hour (\$120-per workday).

If a bargaining unit member's aggregate accrued PTO exceeds twenty (20) days at the end of the school year, the excess PTO shall be permanently converted to wellness leave, which may be accrued and carried over from year to year without limit. Wellness Leave may be utilized for any

purpose allowed under FMLA leave, or for care from a healthcare professional. Wellness leave shall be scheduled in the same manner as PTO. Upon separation, all accrued but unused wellness leave shall not be paid but shall be counted for service and benefit credits for retirement benefits. Bargaining unit members can use Wellness Leave days prior to exhausting PTO only when granted an approved leave in paragraphs D or E below.

B. Non-Instructional Staff – Vacation

In addition to the use of PTO, Non-Instructional staff are entitled to fifteen (15) vacation days per year. After five (5) years of service, Non-Instructional staff are entitled to twenty (20) vacation days per year.

C. Work Site Unavailability

In the event that a Non-Instructional bargaining unit member's workspace is unavailable for two or more consecutive workdays on non-instructional days, the Employer will notify said bargaining unit member no later than 12 hours prior to the start of the work day and suggest alternative places for work. Bargaining unit members instructed to stay home will be paid for days lost.

D. Employer Granted Leaves

Bargaining unit members are entitled to all leaves included in the Employee Handbook, including Bereavement, Jury Duty, Military Leave, FMLA (defined below) Leave, Nursing Mother's Leave, Domestic Violence Leave, Worker's Compensation Leave, Voting, Blood Donation, School Visitation, and Voluntary Emergency Worker's leaves. The terms of these leaves cannot be changed for bargaining unit members without express, written agreement of the Parties, which will not be unreasonably withheld.

E. Child Bearing Preparation and Child Rearing

Consistent with the Employer's leave policies, bargaining unit members eligible for leave under the Family and Medical Leave Act of 1993, as amended, ("FMLA") may request up to 12 weeks off of work for an approved leave for purposes of preparation for child births, post-birth bonding or adoption within the first year of the event leading to the child being in the home.

1. Compensation during FMLA

- a. FMLA is unpaid; however, bargaining unit members may elect to use any available benefit time they have accrued for the first five (5) working days, which will run concurrently with FMLA.
- b. Bargaining unit members may elect to take the remainder of the FMLA unpaid, or be compensated through the following:
 - i. Short Term Disability (STD);
 - ii. Additional accrued PTO; or
 - iii. A combination of both STD and PTO
- c. Consistent with the Employer's leave policies, and for purposes of clarity, the following shall apply:
 - i. Bargaining unit members shall not accrue PTO during periods of FMLA leave that do not

qualify as intermittent FMLA leave; and

- ii. Bargaining unit members may also be eligible for short-term disability under the policies maintained by the Employer for such purposes. Any short-term disability pay used by the member in connection with child birth, or any other condition that would otherwise entitle members to coverage, may, at the member's option, run concurrently with unpaid FMLA Leave.

2. Holidays and Non-School/Work Days

- a. If there is a holiday non-school/work day or school closing or shutdown where bargaining unit members are not expected to work, the non-school/work days or shutdown period shall not count against the member's FMLA allotment. The member shall receive FMLA credit if the leave coincides with a holiday only if the member works part of the week. If the member works part of the week, only the days the member would have been expected to report to work would count against the member's FMLA allotment. If the bargaining unit member is out on FMLA for the entire workweek, the holiday would count against the member's FMLA leave allotment.
- b. Holiday Pay. The bargaining unit member will only get paid for a holiday if the member either works or takes approved PTO on the day before and the day after the holiday.

3. Child Bearing and Rearing Payout

- a. Bargaining unit members who have a child or who adopt or foster a child may be eligible for a child-rearing payout based on their years of employment with Employer:

Such additional child rearing leave is accruable in accordance with the following schedule:

- <1 Year of Service Receives 5 days at full pay
- >1 but <2 years of Service Receives 10 days at full pay
- >2 years but <4 years of Service Receives 20 days at full pay
- 4+ years of Service Receives 30 days at full pay

- b. Any payment made pursuant to this section shall be made no later than the second scheduled payroll following the bargaining unit member's return to work. A bargaining unit member on leave under this Section who is laid off during the leave shall be paid the entire leave balance upon layoff.
- c. In lieu of the child rearing payout, or any portion thereof, the additional child rearing leave may be taken within a year of a child being in the home, and does not have to be contiguous. Upon the bargaining unit member's return to work, the bargaining unit member must elect an allocation of payout and leave (i.e., a payment of five days at full pay and use of five days of leave in lieu of payment for a bargaining unit member with more than one but less than two years of service). When using such leave, bargaining unit members shall provide reasonable notice of the need to use such leave. The leave expires after a year.

F. Leave Rights

All bargaining unit members on paid leave shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those bargaining unit members who go on an unpaid leave of absence covered by the FMLA during any pay period shall receive their

health and welfare benefits for the balance of that pay period. Upon the expiration of FMLA covered leave, they shall be allowed continued benefits at their own expense, to the extent they remain eligible for said benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Bargaining unit members taking leaves not covered by the FMLA will be allowed to continue benefits during their leave at their own expense to the extent they remain eligible for such benefits under COBRA.

A bargaining unit member returning from any type of paid leave shall be entitled to return to the same position and assignment she/he had prior to the leave. A bargaining unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment she/he had prior to the leave unless that position was filled in her/his absence with another member, and in such case the returning member shall be entitled to an equivalent position.

When school is suspended due to inclement weather, all bargaining unit members will not report to their worksite and without loss of pay for year-round bargaining unit members.

G. Leave Donation

Upon exhaustion of their accrued PTO, all bargaining unit members may request the donation of additional leave time from other bargaining unit members.

The donated PTO as a result of this Article will be deducted from the accrued PTO of the bargaining unit member who donates it. All such donations are limited to donations of PTO in four hour increments from an individual bargaining unit member to another bargaining unit member. The Union hereby consents to any individual bargaining unit member's decision to diminish contractually-negotiated benefits to which they would otherwise be entitled. All other provisions relating to PTO shall apply.

H. Holidays

All full time bargaining unit members are entitled to the holidays listed below.

Labor Day
Christmas Eve & Day
Columbus Day
New Year's Eve & Day
Thanksgiving Day & Day After
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Veterans' Day

In addition to the listed holidays set forth above, each member will be allowed up to one (1) day of leave for religious observance, which shall not be counted against his or her accrued but unused PTO. Bargaining unit members will only be required to identify that the requested day of leave for the observance of a religious holiday is for a reason of faith or conscience, including any organized activity conducted under the auspices of a religious denomination, church, or other faith-based organization or for a similar purpose.

Additionally, all Instructional Staff will receive time off during the following breaks, if applicable to their school calendars:

Fall Break
Thanksgiving Break
Winter Break
Spring Break

ARTICLE 15 LAYOFF AND RECALL

A. Layoff

Should layoffs be necessary for lack of work or lack of funds, they shall be done in the following order:

First: Any staff that have received the lowest rating in the most recent summative evaluation.

Second: by inverse order of seniority within classification as defined in Article 4.

Any bargaining unit member displaced from his/her position shall be provided a list of all open and opening positions throughout the network by the Employer and allowed seventy-two (72) hours to exercise rights under this Section. The Affected Employee may exercise his or her seniority for the following options in lieu of layoff, provided that the member is qualified for the position:

1. First, to fill any vacant position in the same employee category (Art. 4. B 1 or 2) at any school operated by the Employer;
2. Second, if no position described above in 1.) is available, to displace a member in the same employee category with less seniority at the campus level;
3. Third, if no position described above in 2.) is available, to displace a member in the same employee category with less seniority at any school operated by the Employer.

A bargaining unit member subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced bargaining unit members who cannot displace any other bargaining unit members, or who do not exercise their rights under subparagraphs 1.), 2.), and 3.) above, shall be laid off.

A bargaining unit member who has been laid off shall have the right to exercise his or her seniority to fill a vacancy provided the bargaining unit member is qualified for the position, and shall have the right to refuse such vacancies without losing recall rights. The Employer shall inform laid off bargaining unit members of such vacancies.

B. Recall

1. Bargaining unit members shall retain recall rights for two years following layoff. When the Employer determines to increase staffing in those classifications where bargaining unit members

have been laid off, laid off bargaining unit members shall be recalled in accordance with the reverse application of the procedure for layoff.

2. Bargaining unit members who filled vacant positions or displaced other bargaining unit members in lieu of being laid off, and laid off bargaining unit members shall have the right to be recalled to their original positions.
3. Laid off bargaining unit members eligible for recall shall be allowed 72 hours to respond to a job offer. There shall be no limitation on the amount of occasions a recall offer is turned down within the two-year period. A refusal of such recall shall result in a waiver of further recall rights.

C. Notice

The Employer shall notify the Union fifteen (15) days prior to a bargaining unit member's notice of layoff, shall seek the Union's views on the matter prior to taking action, and shall observe its impact bargaining obligations. Bargaining unit members subject to layoff shall be given forty-five (45) calendar days' notice or forty-five (45) calendar days' pay in lieu of notice by the Employer prior to the effective date of the layoff. Except in emergency circumstances, bargaining unit members laid off effective at the start of a school year shall be so notified no later than one calendar week prior to the last day of student instruction.

D. Redefinition

If the Employer changes the license, endorsement, or qualification requirements for any bargaining unit position, the incumbent bargaining unit member in any such position shall be afforded a reasonable period of time and resources to attain any newly required credential(s) or skills.

E. Seniority

1. Definition

"Seniority" is defined as the amount of continuous service with the Employer beginning with the latest date of hire.

2. Reinstatement

If a bargaining unit member resigns or is laid off, and subsequently is rehired by the Employer within two years of separation, the bargaining unit member's prior accrued seniority will be recognized upon rehire.

ARTICLE 16 TRANSFERS AND REASSIGNMENTS

A. Transfers and Reassignments, Generally

For purposes of this Article, a "Voluntary Transfer" shall mean a transfer requested by a bargaining unit member from an assigned classification within an employee category to a classification within the same employee category at a campus to which the bargaining unit member is not currently assigned. An "Involuntary Transfer" shall mean a transfer made in the same manner at the sole discretion of the Employer.

A "Voluntary Reassignment" shall mean a reassignment requested by a bargaining unit member from an assigned classification within an employee category at a campus operated by the Employer to a different classification within the same employee category at the same campus. An "Involuntary Reassignment" shall mean a reassignment made in the same manner at the sole discretion of the Employer.

B. Voluntary Transfers and Reassignments

No later than May 30th of each school year, any bargaining unit member desiring a Voluntary Transfer or Reassignment for the following school year shall submit an application in accordance with procedures adopted by the Employer for any vacant position at campuses operated by the Employer.

Any bargaining unit member desiring a Voluntary Transfer or Reassignment shall be considered for all vacant positions identified by the bargaining unit member in his or her application, provided that the bargaining unit member is qualified to fill such position at the time of application. Such consideration shall include an opportunity to meet or discuss the transfer or reassignment with the individual delegated hiring authority for the vacant position by the Employer (i.e., the direct supervisor of the vacancy to be filled or "hiring manager").

As with the filling of any open position, the Employer reserves the right to determine the best applicant for the position given the needs of the campus and the students it serves. However, the Employer will make reasonable efforts to prioritize consideration of any bargaining unit members desiring a Voluntary Transfer or Reassignment.

After affording the bargaining unit member an opportunity to be considered for a vacant position, the Employer shall exert its best efforts to notify a bargaining unit member of an approved transfer or reassignment within two (2) weeks. In any event, the Employer shall notify any bargaining unit members applying for a Voluntary Transfer or Reassignment that his or her application has been approved or denied no later than June 15th of each year. If approved to fill two (2) or more vacancies by the Employer, the bargaining unit member shall be entitled to accept the transfer or reassignment to the position of their choosing but must do so within seventy-two (72) hours of receiving notice of the approval.

Any bargaining unit member desiring a Voluntary Transfer or Reassignment following May 30th of each school year or during the following school year shall apply for and be considered for any vacant positions in the same manner as any external candidate.

Bargaining unit members will not be retaliated against for requesting a Voluntary Transfer or Reassignment and all bargaining unit members requesting a Voluntary Transfer or Reassignment shall be entitled to return to the same classification and assignment to which they were assigned at the time of their application if the transfer or reassignment is declined or denied, provided the bargaining unit member has not (a) received notice of an Involuntary Transfer or Reassignment in accordance with this Article or (b) is subject to dismissal for reasons set forth in Articles 9, 10 or 15 of this Agreement.

C. Involuntary Transfers and Reassignments

The Parties recognize that, the Employer may be required to transfer or reassign certain bargaining unit members without their consent. In such circumstances, the Employer will consider the specific needs of the campus in question, and the specific qualifications and certifications of the members. The Employer shall exert its best efforts to notify bargaining unit members no later than June 15th each year

of its intent to transfer or reassign a bargaining unit member, and such transfer or reassignment shall be effective at the start of the following school year.

However, the Employer and the Union acknowledge that circumstances may arise that require a transfer or reassignment of a bargaining unit member without affording such notice. The Employer shall demonstrate that it has exhausted all other options prior to making this change. In such circumstances, the Employer, bargaining unit member, and Union will meet to discuss the Involuntary Transfer or Reassignment, and the Employer shall consider and address any specific concerns raised by the Member. The bargaining unit member shall not be observed for evaluation purposes for 30 days and the Employer shall address any professional development, instructional materials or other needs created by the reassignment or transfer.

Under no circumstances will the Employer transfer or reassign a bargaining unit member in a punitive or discriminatory manner. Nor may the Employer involuntarily transfer or reassign a bargaining unit member to a classification in an employee category other than the category to which the bargaining unit member is then assigned.

D. Effect of Transfers and Reassignments

Neither Voluntary nor Involuntary Transfers or Reassignments shall extend the provisional period, and Affected Employees shall retain their seniority and their previously accrued steps and lanes within their classification.

E. Notice of Vacancies

Whenever the Employer intends to fill a vacant job position within the bargaining unit, the Employer shall ensure that a notice of such vacancy is made available to all bargaining unit members, and that notice of the vacancy shall include a description of the knowledge, skills, and abilities required of the position as well as the work location, job duties and other responsibilities of the position. Any vacancy must remain open for seven (7) calendar days from the date notice of the vacancy was made available to bargaining unit members, unless the vacant position is determined by the Employer to be a hard-to-fill position or a position that is required to be filled sooner in order to meet the instructional needs of students.

ARTICLE 17 NO-STRIKE/NO-LOCKOUT

1. During the term of this agreement, neither the Union nor any bargaining unit members shall call, cause, participate in, condone or honor any strike or other concerted refusal to work, including but not limited to sympathy strikes.
2. The Union shall not instigate or condone such activities and agrees to exert its best effort to its union officers and members to comply with this Article.
3. The Employer agrees that it shall not lock out its bargaining unit members.

ARTICLE 18 DISPUTE RESOLUTION

A. Purpose

The Parties are committed to ensuring that any conflicts are resolved collaboratively to result in productive outcomes that benefit students, members, campuses and the communities served by the Employer. As such, the Parties will use the following procedures to resolve grievances.

B. Definition of a Grievance

A grievance is a claim that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement, an Employer policy or a past practice.

C. Representation

Bargaining unit members shall have the right to have Union representation during the formal procedures set forth in Sections E through H (hereinafter, "Grievance Procedures"). A bargaining unit member shall submit any matter not resolved through preliminary and informal efforts by filing a written notice of the grievance with the Employer, which shall describe, in detail, the alleged contractual violations relating to the allegations. The Union shall be afforded an opportunity to represent the bargaining unit member at any level of the Grievance Procedures. Regardless of whether the bargaining unit member seeks representation from the Union, the Union shall be notified of any grievance raised by a bargaining unit member in writing. Further, the Union shall be entitled to any written notice and copies of documents exchanged during the processing of the grievance.

D. Preliminary and Informal Efforts

The Parties prioritize the resolution of conflict in an informal expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict through informal discussions with his or her direct supervisor or campus administrators.

Informal efforts to resolve a dispute that could be subject to the Grievance Procedures must be raised by a bargaining unit member or the Union with their direct supervisor or campus administrators as soon as possible after the event or occurrence which may give rise to the grievance, or after the event or occurrence should reasonably have been known, whichever is later.

If there are any issues related to compliance of the rights afforded to Special Education students or English Language Learners, the union or member can submit a written referral to the Acero Chief Education Officer. The referral will describe the nature of the alleged violation and its impact on work conditions. The Chief Education Officer shall investigate and personally meet with the affected staff members within ten (10) work days after receiving the referral. The Chief Education Officer must issue a written response within ten (10) work days of the meeting. The written response shall indicate whether there are any steps that Acero has taken to address the referral. The Chief Education Officer's response may not be grieved under this Article.

E. Grievance Procedures

1. Level 1 Grievance

In the event the conflict is not resolved informally, a bargaining unit member (hereinafter the "grievant") or the Union shall submit a detailed written summary of the grievance, including the Article and/or Section at issue and any supporting documents or materials within forty-five (45) school days of the event or occurrence giving rise to the grievance or forty-five (45) school days after the event of occurrence should reasonably have been known.

A conference between the grievant and a representative of the Employer assigned to the campus shall take place within fourteen (14) calendar days of written notice of the grievance. Following the conclusion of the conference, the campus-based representative of the Employer shall issue a written decision to the grievance to the grievant and the Union within fourteen (14) calendar days of the Level 1 Conference.

In instances where the issues giving rise to the grievance are not under the control of the campus-based representative of the Employer, the Union/grievant shall have the right to initiate the grievance at level two, and bypass level one.

2. Level 2 Grievance

If the grievance is not resolved at Level 1, the grievant may appeal the decision in writing to the Employer within fourteen (14) calendar days of the issuance of the Level 1 decision, and the Employer shall designate a representative with authority over the campus-based representative to review the appeal. The written appeal shall include a detailed statement of the grievance and the basis of the appeal of the grievance decision.

A conference between the grievant and the Employer's designee shall take place within fourteen (14) calendar days of written notice of the appeal. Following the conclusion of the conference, the Employer's designee shall issue a written response to the appeal to the grievant and the Union within fourteen (14) calendar days of the Level 2 Conference.

3. Level 3 Grievance

If the grievance is not resolved at Level 2, the Union or grievant may appeal the decision in writing within fourteen (14) calendar days of the issuance of the Level 2 decision to the Employer's General Counsel. Upon such referral, the General Counsel shall meet as soon as practicable and, in consultation with the Chief Education Officer. Following the conclusion of the conference, the General Counsel shall issue a written response to the appeal to the grievant and the Union within fourteen (14) calendar days of the Level 3 Conference.

4. Level 4 Grievance

If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within thirty (30) calendar days after the receipt of the Employer's final decision at Level 3 with respect to the matter.

The Parties shall mutually select an arbitrator or, if the Parties fail to agree on the selection of an arbitrator, the Parties shall request a panel of arbitrators from the Federal Mediation and

Conciliation Service. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement,

The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express terms of this agreement based on the issue(s) raised by the grievance and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he or she shall have the authority to provide for appropriate relief. The decision of the arbitrator shall be binding on the Employer, the Union and bargaining unit members. The fees and expenses of the arbitrator shall be split equally by the Parties. Should either party request a transcript of the hearing, that party will bear the cost of the transcript unless otherwise mutually requested, in which case the Parties shall split the fee of preparing the transcript.

F. Initiation at a Higher Level and Failure to Respond

By mutual agreement of the Parties, a grievance may be initiated at any level of the Grievance Procedures set forth above. However, for a non-campus-based grievance, the Union/grievant may initiate the grievance at level two.

G. Investigation of Grievances

The Employer shall allow the Union a reasonable period of time during the school day, without loss of pay to the Union's designee, to investigate grievances. If Union representation is requested at Level 1 of the procedures set forth above, and upon request of the Union representative, the Employer shall provide the Union with access to and copies of documents relevant to the grievance, and shall exert its best efforts to supplement this production in a timely fashion if additional documents become available. Time allowed shall be confined to investigating grievances that have been brought to the Employer's attention and for which Union representation has been requested.

H. Failure to Respond

Grievances may be withdrawn at any step of the Grievance Procedure without prejudice. Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the Parties involved at that particular step.

The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next steps.

ARTICLE 19

ACADEMIC FREEDOM

It is the intent of the Parties to assure that Instructional Staff enjoy academic freedom in the Schools. Academic freedom shall mean that Instructional Staff are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by the campus Professional Solutions Committee.

Academic freedom shall also mean that Instructional Staff shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the standards of good taste.

Provisional Instructional Staff shall be permitted to utilize materials and methods of instruction based on knowledge of students and areas of expertise so long as the core curriculum (i.e. units or modules) of the planned instructional program are not replaced or removed. Should there be a concern or reason why such planned core curriculum material should be replaced or removed, this shall be discussed with and approved by the Employer prior to the deviation from the planned instructional program. Objections to the Employers decision related to adjustments of the core curriculum may be submitted to the campus Professional Solutions Committee.

Non-provisional Instructional Staff shall utilize a planned instructional program that includes the prioritized standards, essential knowledge and skills, and rigorous planned assessments that measure student learning. Non-provisional Instructional Staff shall be permitted to supplement, supplant, or resequence materials and sources to meet the needs of students. Non-provisional Instructional Staff shall be permitted to resequence but not supplant skills. All Non-provisional instructional Staff shall have the right to utilize alternative culturally relevant or sensitive materials or sources. If the Employer can demonstrate with evidence that a Non-provisional Instructional Staff member's practice is not on track to achieve growth towards mastery of the essential knowledge and skills appropriate to the students' needs and grade level for the academic year, the Non-provisional Instructional Staff member and principal will meet to discuss. If the Non-provisional Instructional Staff member and principal are unable to reach agreement on teaching practice, the principal may submit the matter to the campus Professional Solutions Committee. The growth towards mastery will be determined by the campus Professional Solutions Committee.

Any Instructional Staff with an "Unsatisfactory" in Domain 1 and Domain 3 in their most recent evaluation shall get approval prior to making any deviation from the planned instructional program.

Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any Instructional Staff member from expressing, in a professional manner, his or her views with respect to any educational matter relating to the schools.

ARTICLE 20

PROFESSIONAL CONDUCT

All bargaining unit members are expected to act as professionals, lead students to academic success, work collaboratively and in a team-oriented fashion, and participate in furtherance of Employer's mission.

ARTICLE 21
ACCESS TO PERSONNEL FILE

The Employer shall maintain personnel files for all personnel records concerning each bargaining unit member, which file may be maintained in electronic format at the sole discretion of the Employer, with said files being kept in the human resources office and accessible to bargaining unit members on the Human Resources Information System. Staff shall have the right to add explanatory material to the personnel files, as allowed by law.

A bargaining unit member shall be provided a copy of any material that is to be placed in his or her official file. The bargaining unit member shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the documents to be filed and does not necessarily indicate agreement with its content. Other records maintained by the Employer relating to any member's employment may be used in connection with personnel actions (e.g., emails later discovered to be relevant to an investigation) subject to Article 9 Due Process Rights.

Bargaining unit members shall be permitted to review the official personnel file and as otherwise provided in the Personnel Record Review Act (820 ILCS 40/1, et seq.). Management shall comply with a bargaining unit member's request to review the personnel files within 14 calendar days of the request. The Union may also review the personnel files. The Employer shall not gather or keep record of non-academic or non-employment related activities or information.

ARTICLE 22
INTELLECTUAL PROPERTY

Instructional Staff may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer.

ARTICLE 23
SAFETY CONDITIONS

Bargaining unit members shall work under safe and healthy working conditions. Bargaining unit members shall be responsible for immediately reporting, in writing, to their immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions.

The Employer shall assume the responsibility to investigate all conditions that are reported to be unsafe, hazardous, unhealthy, or potentially dangerous. The Employer or their designee, after consideration of such reports, will promptly make a good faith effort to resolve any conditions determined to be unsafe, hazardous, unhealthy, or potentially dangerous.

A response to any reported concern will be provided to the bargaining unit member within a reasonable time frame that reflects the urgency of the concern, and the Employer shall articulate to the campus Professional Solutions Committee, within a reasonable time period, the necessary steps taken or to be taken to address the concern. Professional Solutions Committees shall be responsible for reviewing any unsafe, hazardous, unhealthy, or potentially dangerous working conditions that are believed to exist at a campus, as well as the Employer's response to any reported conditions, for the purpose of providing recommendations to the Employer. The Joint Labor Management Committee shall be responsible for

reviewing any unsafe, hazardous, unhealthy, or potentially dangerous working conditions that are believed to exist at two or more campuses for the purpose of providing recommendations to the Employer.

Bargaining unit members shall immediately report cases of assault or attacks suffered in connection with their employment to the Employer, and, in emergency circumstances posing imminent risk of bodily harm, to local law enforcement. The Employer shall comply with any reasonable request for information in the possession of the Employer relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the bargaining unit member, local law enforcement and the courts.

The Employer shall, in collaboration with the Union, support efforts to facilitate the creation of additional off-street parking and/or obtain permits at no cost to the members for on-street parking proximate to each school. This shall include working with the appropriate alderman or city of Chicago department to implement this Article.

No bargaining unit member may be required by the Employer to provide or administer medication to students or be disciplined for the refusal to do so. The Employer shall be responsible for designating non-bargaining unit members to administer medication. Bargaining unit members shall only administer medication to a student on a voluntary basis and if appropriate training has been provided. Whenever a member is asked to administer medication, the Employer will inform the member that it is voluntary. All administration of medication shall be in accordance with a documented plan from the student's medical provider.

To ensure the safety of all bargaining unit members and students, classroom entry points shall be lockable, and the teacher and other appropriate staff shall have a key.

The Parties agree that in addition to the requirements and responsibilities stated above, it is a critical responsibility of all bargaining unit members to understand and comply with the School Campus Safety Plan specific to each location. To foster staff compliance with Campus Safety Plans, the Employer or the Employer's designee shall provide annual training related to the Plan. Bargaining unit members shall be trained on these policies prior to the conclusion of the first quarter each school year. Bargaining unit members shall receive training on student discipline policies and procedures including training on suspension and expulsion of students.

The Employer shall ensure that all entry points of all its school buildings are securable.

The Employer will take all appropriate actions to mitigate any infestation of lice and/or vermin in the school buildings.

There shall be no reprisals for making a good-faith report in accordance with this Article.

ARTICLE 24 SANCTUARY SCHOOL

The Employer is an Immigration and Customs Enforcement (ICE) designated "sensitive location" in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.

Students and families trust the Employer to maintain their safety and the integrity of their family units. To foster this continued trust, school personnel shall not inquire about or record a student's or a family member's immigration status and, pursuant to the Family Education Rights and Privacy Act ("FERPA"),

shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. The Employer recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.

The Employer shall not voluntarily permit access to its property or any records contained therein by agents of ICE unless legally required to do so. Nor shall the Employer otherwise release to any third parties, other than the Union, any information pertaining to immigration status except with the bargaining unit member's written consent or as required by law.

In the interest of ensuring the success of the commitments made in this Article, the Employer and the Union shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions, provided, the Employer isn't obligated to incur any expense.

Upon written request, the Employer will provide available assistance to any bargaining unit member who has received a work authorization document under the Deferred Action for Childhood Arrivals (DACA) or a similar program ("Affected Employee") in order to determine the extent to which said bargaining unit member's work status will be affected by the termination of DACA and whether said member may be eligible for any employment-based immigrant or non-immigrant visas.

Upon written request, an Affected Employee shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence.

In the event that the Employer is no longer permitted to employ an Affected Employee due to immigration status, the Employer agrees to treat the Affected Employee's separation as a leave of absence for purposes of the bargaining unit member's return to work. Specifically, the Employer agrees to reinstate the Affected Employee to the bargaining unit member's former position, if available, without loss of prior seniority upon the bargaining unit member providing proper work authorization within two (2) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the bargaining unit member to substantially similar employment or the next available opening for which the member is qualified and at that position's salary with no loss of pay.

Bargaining unit members shall not face any Employer discipline for following the policies contained in this Article, provided that bargaining unit members do not violate the professional conduct required in Article 20 of this Agreement.

The provisions contained within this Article shall not be construed or applied so as to obligate the Employer or any of its agents to violate any State or Federal statutes.

ARTICLE 25 STATUTORY CHANGES

Improvements in benefits included in this Agreement which is brought about by the amendment or addition of statutory guarantees now provided in Illinois or federal law shall be incorporated into this Agreement.

If there are improvements in funding ratios or if there is a reduction in funding or a reduction or elimination of benefits, which are brought about by the amendment or addition of statutory guarantees now provided in Illinois legislation or administrative law, rules, regulations or procedures or federal law then either the

Union or the Employer may, upon written notice to the other, reopen this Agreement for the sole purpose of negotiating the impact of said improvements or reductions on the wages and benefits provided in the Agreement. The Parties agree to conduct such negotiations on an expedited basis, and make every effort to conclude such negotiations as quickly as possible.

ARTICLE 26 AUTHORITY OF THE AGREEMENT

If any provision of this Agreement or application thereof to any party is declared invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such invalidity, illegality, or unenforceability does not affect other provisions or applications of the Agreement, which can be given effect without the invalid application or provision, and to this end the provisions of this Agreement are severable, unless otherwise provided for by law. A court may substitute a lawful term or condition for any provision found to be unlawful, provided that any such substituted provision shall not deny the Parties the benefits arising to them under this Agreement. Otherwise, this Agreement shall thereupon be reopened in order that the Parties may negotiate a lawful replacement to each voided provision.

There shall be no reduction in benefits during the term of this Agreement without mutual agreement of the Parties, unless otherwise prohibited by law.

ARTICLE 27 SUCCESSOR CLAUSE

The employer will not sell, transfer, assign or otherwise divert the assets, ownership or operation of this network, or portion thereof, to any person or entity that does not agree to hire all of the bargaining unit members covered by this Agreement. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent hire the bargaining unit members covered under this Agreement, no less than ten (10) days prior to the acquisition. The Union shall be given no less than twenty (20) days prior written notice of any action described in this paragraph.

ARTICLE 27 EFFECTIVE DATE AND DURATION

This Agreement is effective on August 1st, 2018 and shall expire July 31st, 2022. However, up to one sixty (60) day extension shall be granted if requested. Further extensions may be granted by agreement of both Parties.

ACERO CHARTER SCHOOLS, INC.

By: _____

Dated: _____

**CHICAGO TEACHERS UNION,
CHARTER DIVISION**

By: _____

Dated: _____

Appendix to Article 12
Procedures for Waiver

1. At campuses the Employer is unable to guarantee the right of all Elementary Instructional Teaching Staff to three hundred fifty (350) minutes of duty-free, continuous and self-directed preparation time each week, or satisfy the course limitation requirements of Article 12 applicable to High School or K-12 Instructional Teaching Staff, the waiver procedures described in this Appendix shall be followed.
2. The Principal, acting on behalf of the Employer, shall meet with the campus Professional Solutions Committee in the event that such scheduling constraints prevent the Employer's guarantee of such rights and a waiver is required. The campus Professional Solutions Committee shall agree upon the terms and conditions of any such waiver and the procedures for taking a vote, which must be approved by duly authorized representatives of the Employer and Union. Neither the Employer nor its representatives may seek a waiver of rights other than those contemplated by this Appendix.
3. All bargaining unit members impacted by a request for a waiver from Article 12 as a result of this Appendix shall vote by ballot to approve or deny the waiver. Any vote for a waiver of such rights may be approved by a two-third majority of impacted bargaining unit members.
4. The Parties shall ensure that a sample ballot and the proposed waiver ballot is posted forty-eight hours prior to any vote. Any posting describing the rights being waived must include a detailed description of those rights.
5. The Union may schedule, and the Employer shall facilitate, a meeting for impacted bargaining unit members prior to the vote.
6. If the waiver is approved, the results of such vote shall be shared with the Employer and Union, and the Principal and campus-based representative of the Union may execute a waiver.
7. Copies of all waivers shall be forwarded to the Parties' duly-authorized representatives.
8. The approved waiver automatically terminates at the conclusion of the school year during which it was executed.
9. Failure to implement the procedure, failure to implement the approved waiver and/or improper implementation of the approved waiver, as set forth in the posting described above, shall be subject to the grievance procedure under the Agreement, except where no contractual violation occurred as a result of such failure or defect.

Memorandum of Agreement

This Memorandum of Agreement (“MOA”) is made by and between **Acero Charter Schools, Inc. (“Acero”)** and the **Chicago Teachers Union, Charter Division**, successor to Chicago ACTS, Local 4343, IFT-AFT, AFL-CIO (“Union”).

Whereas, the parties negotiated the terms of a successor collective bargaining agreement to the agreement that expired on July 31, 2018 and believed they had concluded those negotiations for a new collective bargaining agreement, effective August 1, 2018 to July 31, 2022, by entering into a tentative agreement on December 9, 2018 (“Agreement”), which was ratified by the Acero Board of Directors and the Union’s membership, and

Whereas, a dispute has since arisen relative to the formula applied to place bargaining unit members onto new compensation schedules, and

Whereas, the parties are attempting to apply the terms of the Agreement by adopting a revised formula for the placement of bargaining unit members on the new compensation schedules and the calculation of back pay owed to those bargaining unit members,

NOW, THEREFORE, the parties agree as follows:

1. The foregoing recitals are true and correct and adopted into this MOA by reference.
2. The parties further agree that the salary and compensation schedules identified in the Agreement, which was ratified by the Acero Board and by the Union’s membership, (hereinafter the “new salary schedules”) accurately set forth the tentatively agreed upon salary schedules.
3. Bargaining unit Instructional Teaching Staff, Counselors and Full Time Case Managers (for purposes of this MOA, “Impacted Instructional Staff”) shall be placed on the new salary schedules in accordance with the conversion chart attached hereto and incorporated herein as Attachment A. Any step and lane placement resulting from this MOA and consistent with Attachment A is based upon the information possessed by Acero at the time of the execution of this MOA as to each Impacted Instructional Staff member’s educational attainment. If such information is subsequently determined to be erroneous, the Impacted Instructional Staff member shall be placed on the appropriate lane and step pursuant to this MOA, and any amounts due to the Impacted Instructional Staff member as a result of such placement shall be given retroactive effect in accordance with Attachment A.
4. Unless otherwise set forth herein, Impacted Instructional Staff shall be entitled to receive a back pay adjustment in an amount equivalent to the difference between the salary that the Impacted Instructional Staff member has actually received since the effective date of the conversion described in Attachment A and the salary the Impacted Instructional Staff member should have received as a result of the conversion for the same time period.
5. Impacted Instructional Staff advanced by Acero to Steps 19-25 on August 1, 2018, who are otherwise entitled to placement in Lane 1 of the new salary schedules as a result of their educational attainment, shall continue to receive the same annualized compensation to which they were entitled as a result of their advancement on August 1, 2018. They shall receive no further increases in 2018-19. Thereafter, beginning with the 2019-2020 school year, they shall receive the annual 2% COLA

adjustment, unless and until the corresponding step/lane placement would confer an additional increase in base salary.

6. Impacted Instructional Staff advanced by Acero to Steps 21-25 on August 1, 2018, who are otherwise entitled to placement in Lane 1 of the new salary schedules as a result of their educational attainment, shall continue to receive the same annualized compensation to which they were entitled as a result of their advancement on August 1, 2018. They shall receive no further increases in 2018-19. Thereafter, beginning with the 2019-2020 school year, they shall receive the annual 2% COLA adjustment, unless and until the corresponding step/lane placement would confer an additional increase in base salary.
7. All Instructional Support Staff not otherwise placed upon the new salary schedules in accordance with the terms set forth above and Non-Instructional Staff shall be placed on the step and lane to which Acero assigned them after ratification, and they shall receive back pay for the newly-negotiated annual compensation retroactive to August 1, 2018 (comprised of the difference between the agreed new step/lane annual compensation and actual compensation received since August 1, 2018).
8. Acero shall implement the foregoing no later than March 7, 2019. Acero shall provide an accounting of its step/lane placement and retroactive payments to the Union.
9. Effective 2019-20 and thereafter, Instructional Staff will continue to advance annually on the salary schedule based on their 2018-19 step/lane placement specified herein. Effective 2019-20 and thereafter, Non-Instructional Staff will advance on the compensation schedule only in accordance with their years of service and educational attainment, and shall remain at their current step/lane until years of service or educational attainment warrant advancement.
10. The attached salary schedules do not include the additional seven percent (7%) pension pickup paid by Acero.
11. The Union agrees to submit this MOA for ratification by its membership. If this MOA is ratified, it will be incorporated into the parties' new collective bargaining agreement. If this MOA is not ratified, it is of no force and effect, and neither party waives any rights it has under the law regarding these negotiations.
12. The Union's UBJ Council leadership agrees to recommend ratification of this Agreement.

The parties agree to these terms by their execution hereof.

ACERO CHARTER SCHOOLS, INC.

By: _____

Dated: 7.19.19

**CHICAGO TEACHERS UNION,
CHARTER DIVISION**

By: Jane Sharkey

Dated: 7/17/19

