COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

CHICAGOQUEST UNION (CQU)

CHICAGO ACTS, LOCAL 4343, IFT-AFT/AFL-CIO

AND

QUEST MANAGEMENT, LLC

2014-2018
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ARTICLE I.  PARTIES

1.1.  Parties:  This Agreement is made and entered into by and between Quest Management, LLC ("CQ"), which together with its member, managers and administrative staff shall be referred to in this Agreement as the "School" or "CQ" and the Chicago Quest Union, Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/ AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement ("CQU" or "the Union").

1.2.  Recognition:  The School recognizes CQU as the exclusive collective bargaining representative of all full-time and regular part-time instructional professionals (teachers, teacher aides, learning assistants, game designers, learning strategists, curriculum and coaching collaborators, and strategic partnership coordinators) and student support employees (office manager and office clerk) employed by Quest Management, LLC at Chicago Quest School currently located at 1443 North Ogden Avenue, Chicago, Illinois, and any other campuses opened by Quest Management, LLC, and excluding all managerial, confidential employees, guards and supervisors as defined by the National Labor Relations Act (the "Bargaining Unit").

ARTICLE II.  ADDITIONAL DEFINITIONS

2.1.  The following definitions shall apply in this Agreement and its Appendices:

2.1.1.  "Agreement" means this collective bargaining agreement.

2.1.2.  "Bargaining Unit Member" means any employee of ChicagoQuest who is included in the Bargaining Unit certified by the National Labor Relations Board on June 5, 2014 and on May 1, 2015.

2.1.3.  "Campus" means the one ChicagoQuest campus

2.1.4.  "Director" means the Director of the Campus, or his or her designee.

2.1.5.  "Grievance" means any claim or dispute involving an interpretation or application of this Agreement by a Bargaining Unit Member, the School, or CQU, that one of the other Parties is violating or has violated this Agreement during its Term.

2.1.6.  "Half Instructional Day" means a student dismissal that results in an instructional day of less than 5.5 hours.

2.1.7.  "Instructional Bargaining Unit Members" includes ChicagoQueset Teachers, Teachers’ Aides, Learning Assistants, Learning Strategists.
2.1.8. "Instructional Day(s)" means any day(s) students are present for instruction.

2.1.9. "Non-Instructional Bargaining Unit Members" includes Game Designers, Curriculum and Coaching Collaborators and Strategic Partnership Coordinators.

2.1.10. "Partial Instructional Day(s)" means any day(s) when students are released prior to 3:30 dismissal.

2.1.11. "Parties" means ACTS and its Bargaining Unit Members and ChicagoQuest.

2.1.12. "Provisional Period" means any Bargaining Unit Member’s first two complete school years of employment by ChicagoQuest. Employees hired on or before October 1 shall be considered to have fulfilled the first school year of employment at the end of that school year.

2.1.13. "Provisional Plus Period" means any teacher identified as in need of additional support and retained for a second provisional year.

2.1.14. **School Year Bargaining Unit Members** include any Member who works the 202 day school year

2.1.15. **Student Support Bargaining Unit Members** includes Office Manager & Office Clerk.

2.1.16. "Teacher Professional Development Day" means any day of service required of Bargaining Unit Members for development, preparation, planning, or other professional activity that is not an Instructional Day, as defined in this Agreement.

2.1.17. "Union" means the ChicagoQuest Union (CQU), C-ACTS, Local 4343, IFT-AFT/AFL-CIO.

**ARTICLE III. MISSION AND PURPOSE**

3.1. The mission of ChicagoQuest Schools™ is to engage, challenge, and prepare all of our students to impact their communities and the world as problem-solvers, inventors, designers, and innovators.

3.2. We value designing and implementing learning spaces, curriculum, and experiences that nurture and develop in our students’ intellectual curiosity and persistence, a sense of agency, and a systems approach to understanding how the world works.
3.3. Our work will result in our students being prepared to succeed in college, as well as, able to think critically and independently, collaborate effectively and productively, use technology purposefully and wisely, and design creative solutions to complex problems, express their ideas and talents using multiple literacies and media.

To support the advancement of this mission, which is supported by the ChicagoQuest teachers, the Parties are committed to:

3.3.1. Students First: Our campus is a place where the needs and aspirations of our students are at the center of all decisions driving high quality teaching and learning.

3.3.2. The Good of the Team: Our campus is a place where individuals will sacrifice individual preferences or opinions for the good of the collective team and school.

3.3.3. Commitment to Professionalism: We hold ourselves to high levels of personal and professional responsibility.

3.3.4. The ChicagoQuest Core Values: Our actions are informed by the following core values:

- Respect all things: Everything and everyone in our community is important to us. Always remember to value our community members and treat them with dignity, and integrity.
- Collaboration matters: Two heads work better than one. We need the support, ideas, and respect of others to truly succeed.
- All ideas are improvable: Remember to always be open to change and making our thoughts and ideas better.
- Diversity creates balance: Being different is ok and our unique characteristics help build our strong community focused on student achievement and success.
- Get in the game: play fair, play fully: Don't be afraid to get your hands dirty! Take positive risks in your future and play to achieve.
- Nobody walks by: Everyone is important to the community and we should work to support each other and all our students to be build a positive and respectful school culture.
- Win and lose with grace: Winning and losing are part of every game. When we lose, we learn how to improve and when we win, we have successfully implemented what we learned.
• Be tenacious: Stand behind what you believe in and do not give up; when fall, stand up and try again.

• Experiment and imagine possibilities: Use your imagination and creativity to invent; use the resources at your fingertips to bring your ideas to life.

• Lead by example: Demonstrate the positive behaviors you would like to see from others. Start a leadership trend.

ARTICLE IV. DURATION

4.1. **Term:** The term of this Agreement ("Term") shall be from the day prior to the first day of the work year to the day prior to the first day of the 2018 to 2019 work year, and shall thereafter continue from year to year, unless at least sixty days prior to the expiration date (or as otherwise extended by the Parties in writing) either Party hereto shall notify the other in writing of its intention to terminate this Agreement for the purpose of renegotiating a new Agreement.

4.2. **Reopener:** Upon mutual agreement of the CQU and ChicagoQuest, specific sections of this Agreement may be opened for revision. Absent such mutual agreement, this Agreement shall not be amended or modified during its Term.

ARTICLE V. SCHOOL RIGHTS

Administration Authority: The School retains all powers and authority to direct, manage and control the Campuses except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. The School will exercise its powers and authority collaboratively and will consider input from Bargaining Unit Members, but final decisions will rest with the School except as explicitly otherwise set forth in this Agreement. For example, the School expressly reserves the following rights and authority:

• To determinate ChicagoQuest Schools and the campus mission, goals, program design and methodologies for fulfilling them;

• To take such steps as are necessary or appropriate to fulfill ChicagoQuest’s contractual obligations to Chicago International Charter School, its authorizer, and applicable law;
To establish educational policies with respect to admitting and educating students, including without limitation methods for ensuring the rights and educational opportunities of all students;

To determine staffing patterns and design, including as necessary any decision to lay off or reduce its workforce; the School agrees to take into account performance standards and seniority in making any layoff decisions;

To determine the number and types of Bargaining Unit Members and other personnel required;

To operate the Campus, including moving or modifying facilities;

To determine methods of raising revenue, budget procedures and budget allocations;

To contract with any third party for one or more services otherwise performed by Bargaining Unit Members including without limitation the procedures for obtaining such contract and the identity of the third party, but not for the purpose of replacing a position held by an existing Bargaining Unit Member;

To determine class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and or student assessment policies;

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 on any matter in the event of an emergency.

The exercise of the School's powers, rights, authority, duties, and responsibilities, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

The School shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement. Any dispute raised by the CQU about whether any such rule is inconsistent with this Agreement may be challenged by the CQU under Article XVI of this Agreement.

The School retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of emergency when there is a clear and present danger to the safety of any student, Bargaining Unit Member or other person, or when failure to act would result in a violation of applicable law or possible cessation of operation of the School. If the modification results in a permanent change to working conditions, and, if requested by the CQU, Quest Management agrees to negotiate the modification in a timely manner.
ARTICLE VI. UNION RIGHTS

6.1. **Bulletin Boards and Mailboxes:** Authorized agents of the CQU can provide materials to Bargaining Unit Members via their employee mailboxes and the School agrees to designate a bulletin board in the employee lounge for the CQU's use, provided that any materials posted shall be subject to the School's general policies (such as those related to non-discrimination, non-harassment and decorum). Bargaining Unit Members may use the School's e-mail system during non-working time for union communications, subject to the following agreements and understandings:

6.1.1. The School has a right to monitor all communications on its systems at any time; neither the Bargaining Unit Members nor the CQU has any legitimate expectation of privacy in any communication on or over any Quest or CICS system.

6.1.2. Quest reserves the right to disable or suspend Bargaining Unit Members' use of its e-mail system during the pendency of any labor dispute with the CQU.

6.1.3. Use of the e-mail system under this section remains subject to all restrictions set forth in the Quest Schools Employee Policy Manual, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

6.2. **Union Access:** Quest recognizes that authorized agents of the CQU may need access to Bargaining Unit Members when the Bargaining Unit Members are on Quest’s premises in order to administer this Agreement. The CQU recognizes the need for Quest 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, authorized agents of C-ACTS agree to follow Quest’s visitor policies, including securing Director approval for any visit to a Quest Campus; in return, Quest agrees that authorized agents of the CQU will not be unreasonably denied access to the school building for purposes of administering this Agreement. Visits to Campus during the instructional day shall not exceed two hours, except as required by applicable law. Authorized agents of the CQU shall not be denied access to any Campus when a Bargaining Unit Member has a right to Weingarten representation.

6.2.1. **Recruitment:** The Employer shall provide the CQU with a 30 minute opportunity to address new employees at a mutually agreeable time during the new hire orientation period.

6.3. **Dues Check Off:** Upon receipt of a written check off authorization form in the form attached as Appendix A from any Bargaining Unit Member, the School agrees to deduct each pay period the applicable monthly dues payment that C-ACTS/IFT-AFT indicates is required for obtaining and maintaining membership in C-ACTS/IFT-AFT from the pay of each Bargaining Unit Member and shall remit the same to the Union on or before the last day of each month during
which this Agreement remains in effect. C-ACTS/IFT-AFT shall advise the School in writing and in a timely manner of the amount of any deduction required by this paragraph. Membership shall continue from year to year unless revoked in writing at which time the employee shall become an agency fee payer.

6.3.1. No deductions under paragraph 6.3 shall be made which are prohibited by applicable law. Any dues deductions under this Agreement shall comply with the requirements of the Section 302(c)(4) of the Labor Management Relations Act of 1947, as amended and no deduction shall be made except pursuant to a written authorization from each employee on whose account such deduction is to be made.

6.3.2. The Union agrees to indemnify and hold Quest harmless from any claim, suit, cause of action, or other action with respect to the School’s deduction of union dues under this Agreement, including without limitation the administration of the dues check off and any act or action in connection therewith and such indemnity and agreement to hold Quest harmless shall include timely payment of any of its costs and attorneys’ fees.

6.4. Committee on Political Education: Upon receipt of a written authorization from a Bargaining Unit Member as in Appendix B, the School shall deduct from the wages due said Bargaining Unit Member the sum specified in the authorization and remit to the C-ACTS Committee on Political Education (COPE) Fund as the Bargaining Unit Member’s voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the dues and/or agency fee check off.

6.5. Union Meetings: CQU is permitted, with prior notice and approval from the Quest Director, [1] one forty-five (45) minute period of time during each full PD day for a Union meeting to be held on campus within the regular workday. For months without a full PD day, one thirty (30) minute period of time per month during teacher leader meeting time will be permitted for the same purpose.

ARTICLE VII. PARTICIPATORY LEADERSHIP

7.1. Teacher Leadership – Instructional Leadership Team: A minimum of one Bargaining Unit Member shall be selected by the Bargaining Unit Members to be an active member of the Instructional Leadership Team (ILT). School leadership will meet with Campus-based union leadership to determine the bargaining unit member who will serve as an active member of the ILT prior to September 1. If the Campus and campus-based union leadership are unable to come to an agreement the Director will select a Bargaining Unit Member. In the event that campus-based Union leadership is not satisfied with the representative selection, the matter shall be subject to Article XVI (Conflict Resolution). The representative is to be selected annually.
and will serve no more than two consecutive years, absent agreement of the Parties. This Bargaining Unit Member shall attend meetings and engage by offering input representative of members or by providing feedback from members where appropriate. The ILT-teacher representative may provide written summary of meeting to bargaining unit members. The summary must be approved by the Director. The Director reserves the right to exclude the Bargaining unit member from confidential issues including but not limited to personnel discussions.

7.2. **Teacher Leadership Professional Development:** The Director shall meet with a union designated Bargaining Unit Member on a monthly basis to receive feedback on recent professional development, review the upcoming professional development plan, and to discuss ideas for improvement. The Director shall evaluate recommendations and has discretion to determine which recommendations to implement. The Director is responsible for leading the implementation changes. The Union designated Bargaining Unit Member shall have an expectation that recommendations will be seriously considered. To that end, the Director shall respond in writing to a maximum of five suggestions per meeting that were reviewed with an explanation for the decision.

**ARTICLE VIII. COMPENSATION**

8.1. **2014-15 Additional Compensation:** A one-time bonus shall be paid to all bargaining unit members employed no later than October 1, 2014.

Bargaining unit members are eligible for a bonus at the conclusion of the 2014-15 school year or upon the successful ratification of this contract; whichever is later. The incentive scale is shown below. Such bonuses shall be calculated as a percent of the Bargaining Unit Member’s FY14-15 annual salary. To qualify for the bonus, a school-year based bargaining unit member must be employed on the last day of student attendance.

<table>
<thead>
<tr>
<th>Quest Years of Experience*</th>
<th>Bonus Factor</th>
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<tbody>
<tr>
<td>4</td>
<td>6%</td>
</tr>
<tr>
<td>3</td>
<td>4%</td>
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<tr>
<td>2</td>
<td>2%</td>
</tr>
<tr>
<td>1</td>
<td>1%</td>
</tr>
</tbody>
</table>
*Quest Years of Experience is the expected number of full years at ChicagoQuest at the end of FY14-15. A bargaining unit member employed on or before October 1 of the first year of service will be given a full year of service credit for that year.

Any bonus shall be paid separately rather than compounded into the Bargaining Unit Member’s salary. The bonus shall be earned on the last day of student attendance and shall be paid in the payroll following the day earned.

8.2. **Wage Adjustment:** A one-time wage adjustment shall be applied to all returning full time bargaining unit members who were employed in the 2014-2015 school year and return to full time employment in the 2015-2016 school year. Such adjustment shall be applied to the first paycheck of the 2015-2016 school year. The wage adjustment shall be based on full years of service at ChicagoQuest (employed by October 1 of the first year of service). Wage adjustment shall be calculated as a percent of the Bargaining Unit Member’s FY14-15 annual salary and the percent shall be determined by the members’ total full years of service at ChicagoQuest.

<table>
<thead>
<tr>
<th>Quest Years of Experience*</th>
<th>Wage Factor</th>
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<tbody>
<tr>
<td>4</td>
<td>5.5%</td>
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<tr>
<td>3</td>
<td>4.5%</td>
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<tr>
<td>2</td>
<td>3.5%</td>
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<tr>
<td>1</td>
<td>2%</td>
</tr>
<tr>
<td>&lt; 1</td>
<td>2%</td>
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</tbody>
</table>

8.3. **Master’s Degree Adjustment:** Bargaining Unit Members who receive a Master’s degree after beginning employment with ChicagoQuest shall have their salary adjusted by $2,500. Upon receipt of official confirmation of completion of a master’s degree relevant to the Bargaining Unit Member’s assignment, the member shall provide official notification of degree completion to the Human Resources Department. Upon official notification, the Bargaining Unit Member’s salary shall be adjusted no later than the second pay period following submission of evidence.

8.4. **Starting Salaries:** Bargaining unit members new to ChicagoQuest shall be paid in accordance with the following starting salaries. New hire salaries may be adjusted from the starting salary at a rate of up to 1.75% for each year of prior certified teaching experience. Such adjustment is at the discretion of ChicagoQuest management and may be determined
according to relevant teaching experience, content area expertise, or professional certification/license. Starting salaries for individuals with more than two years' experience will be commensurate with other members in the organization with similar experience.

<table>
<thead>
<tr>
<th>Years of Experience</th>
<th>Bachelor's Degree Member</th>
<th>Master’s Degree Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>$44,500</td>
<td>$47,000</td>
</tr>
</tbody>
</table>

8.5. **Non-Certified Bargaining Unit Members:** Non-certified Bargaining Unit Members who are hired by ChicagoQuest during the term of this Agreement shall be compensated at the starting salary determined in accordance with section 8.4 above, less $5000. Non-certified Bargaining Unit Members hired by ChicagoQuest must attain state-required certification for the initial assignment within two years of their hire date or be subject to termination. Upon receipt of official confirmation of completion of state-required certification, the member's salary shall be adjusted by the second pay period following submission of evidence. Once a bargaining unit member complies with this certification requirement, if ChicagoQuest changes a member's assignment to a position for which the member's is not certified, the teacher shall not be subject to a reduction in pay or threat of termination included in this section.

8.6. **Salary Reopener:** The parties acknowledge and agree that the aforementioned Compensation Language applies to the 2014-2015 and 2015-2016 school years. The parties agree to reconvene no later than February 28 2016 to bargain salary for the remaining 2016-2017 and 2017-2018 years of the collective bargaining agreement.

8.7. **Extracurricular Pay:** Teachers engaged in extracurricular activities approved by the School shall be compensated as indicated on Appendix C. The Parties agree that the illustrative examples of extracurricular activities on Appendix C may change from time to time at the School's discretion.

8.8. **Teaching an Additional Class:** The parties agree that in the event a teacher agrees to cover a regularly scheduled additional class, such teacher shall be compensated at the hourly rate of 1/7 of the annual salary.

The agreement to take on a regularly scheduled additional class is strictly voluntary on the part of the teacher.

8.9. **Salary Pro-Ration:** to be inserted after discussion between Joni and Deb.
ARTICLE IX. FRINGE BENEFITS

9.1 **Healthcare Benefits:** For eligible Bargaining Unit Members who elect to participate in the benefits plan, which plan is subject to all the terms and conditions of the plan documents, ChicagoQuest shall pay the following amounts:

- 80% of the employee only premium for healthcare insurance; or
- 50% of the premium for employee and children, employee and spouse, or employee and family healthcare insurance; and; 80% of the employee only premium for vision and dental insurance; and
- 100% of the of the individual Bargaining Unit Member's premium for basic life insurance, AD&D insurance, and LTD insurance.

Full-time Bargaining Unit Members are eligible for the benefit program on the first day of the month following the date of hire. Part-time Bargaining Unit Members whose workload exceeds 50% of the workweek shall be eligible for benefits on the same terms as full-time Bargaining Unit Members. ChicagoQuest reserves the right to change any benefit provider and agrees to review and consider any proposal by C-ACTS with respect to an alternative healthcare insurance program.

9.2 **Retirement Benefits:** All full-time Bargaining Unit Members are eligible to participate in the voluntary retirement savings program, subject to the terms of that plan. ChicagoQuest will match contributions by non-certified Bargaining Unit Members at 100% for up to 3% of the Bargaining Unit Member’s base salary under the terms of the plan. There is no match for certified Bargaining Unit Members.

9.3 **Chicago Teachers Pension Fund:** All certified bargaining unit members are mandatorily required to participate in the Chicago Teacher’s Pension Fund. ChicagoQuest shall contribute 6.5% of the required 9.0% contribution per member. Bargaining Unit Members shall contribute 2.5% of the required 9.0% contribution per member.

ARTICLE X. WORKING CONDITIONS

10.1 **Job Descriptions:** Bargaining Unit Members shall be provided with a job description upon being hired, which may be updated from time-to-time as appropriate in the School’s discretion with input from Bargaining Unit Members. Job descriptions shall define Bargaining Unit Members' responsibilities and delineate lines of authority and reporting relationships. In the case that a job description changes, the school shall issue a new job description and an explanation for the job description change.
10.2. **Teaching Assignment:** Initial teaching assignments shall be shared with Bargaining Unit Members by May 10 with the understanding that assignments are not final.

10.3. **Class Size:** On average, the School shall maintain a campus staffing ratio of no more than twenty five students to one full time classroom teacher. If an individual class size exceeds thirty (30) students or a teacher’s average number of students per class exceeds twenty-seven (27) (sum of total # of students in each content area class divided by the number of content area classes), there will be a conference between the affected Bargaining Unit Member(s), the Team Leader, the Union campus representative, and the Director. Potential resolutions are lower class size in other sections to maintain the campus staffing ratio, reduction of ancillary duties or addition of co-teacher or teacher aide support (special education co-teachers do not fulfill this resolution). In the event that no resolution is reached, the matter shall be subject to Article XVI (Conflict Resolution) of this Agreement provided that the best interest of the students shall predominate over the interest of the School or the Bargaining Unit Member in any arbitration of this issue.

10.4. **Work Year:** Instructional and Non-Instructional Bargaining Unit Members will work up to two hundred two days, to include up to one hundred ninety two Instructional Days and ten Teacher Professional Development Days. New Bargaining Unit Members, including any prior employees who have not worked for the School during the prior twelve months, must attend up to an additional four induction Teacher Professional Development Days. Mentors may also be required to attend these induction days.

Student Support Bargaining Unit Members (12 month employees) are expected to work a standard work year with the exception of ChicagoQuest Management Holidays outlined in the Employee Policy Manual and school calendar. The days include but are not limited to the Fourth of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Half Day, Christmas, New Year’s Eve Half Day, New Years Day, Dr. King Day, and Memorial Day. ChicagoQuest shall publish a calendar annually prior to July 1 to communicate any additional holidays.

10.5. **Standard Work Day:** The standard workday for Bargaining Unit Members shall be eight hours with the exceptions of weekly teacher leader meetings (Article 10 Section 5.2), and the five required meetings during the year (Article 10 Section 5) Additionally, if time during the standard work day is not available for pre or post evaluation conferences or to meet to discuss an emergent or urgent issue, Bargaining Unit Members may be required to meet before or after school. An explanation of the emergent or urgent issues shall be communicated to the member prior to the meeting. To the extent possible, the school administrators shall provide advance notice of the meeting and attempt to accommodate the Bargaining Unit Member’s schedule. If the discussion leads to discipline, the responsible administrator shall document the meeting in writing, either via memorandum or email, within 48 hours of the meeting taking place.

10.6. **School Professional Development Time:** ChicagoQuest is committed to delivering high-quality professional learning to, with, and for its school team. Additionally, ChicagoQuest is committed to balancing the use of this time between the acquisition of professional learning (examples include but are not limited to quality professional development related to systems
thinking, game-like learning or other topics related to the unique ChicagoQuest school model) and the application of the learning with the goal of improving teaching and learning, school culture, and outcomes for students (including but not limited to collaborative team meetings, coaching or another form of professional learning that supports classroom and instruction preparation).

10.6.1. To the maximum extent possible, ChicagoQuest shall provide the PD agenda and any materials that need to be reviewed and/or completed prior to Professional Development sessions to members with adequate time to complete the assigned tasks.

10.6.2. Should adequate time to review agenda and materials not be provided, Bargaining Unit Members shall not be disciplined for a lack of preparation.

10.6.3. ChicagoQuest shall meet with a union designee monthly to receive feedback on recent professional development, review the upcoming professional development plan, and to discuss ideas for improvement (Article VII Section 2). Additionally, ChicagoQuest shall provide a minimum of forty-five (45) minutes of teacher-directed time on full day professional development days.

10.7. **Required Meetings:** At the School's discretion, Bargaining Unit Members must remain beyond the standard workday for one faculty meeting for a period of time not to exceed forty-five minutes per meeting. A maximum of five required meetings shall be scheduled in a full school year. Absent a legitimate reason for failing to provide notice, Bargaining Unit Members shall be entitled to five days’ notice for all meetings beyond the standard workday.

10.7.1. **Teacher Leader Meetings:** Bargaining Unit Members shall attend no more than one hour-long meeting per week, before or after the work day, led by Bargaining Unit Teacher Leaders as designated by the Director. These professional learning community meetings shall allow for all members of critical teams to meet and discuss important topics related to teaching, learning, and operations specific to these teams.

10.8. **School Events:** Each school year, Bargaining Unit Members shall attend up to six important school events and/or student recruiting events that occur outside of the Instructional Day. Parent-teacher conferences and Back to School Night are considered mandatory events and must be attended by all Bargaining Unit Members. Upper School Graduation shall be a mandatory event for all Upper School Instructional Bargaining Unit Members. For other events (including but not limited to open houses, registration nights, student recruiting events, and prom/dances), administration shall post (paper or electronically) all known events with dates and times noted at the beginning of the school year and have Bargaining Unit Members rank the events by priority and then assign events based upon these ratings and constraints that include the number of interested parties and the number of team members needed. When an unforeseen event is added to the calendar, the Director will post at least one week in advance of the event, a sign-up sheet or electronic equivalent noting the number of Bargaining Unit
Members needed. In the event that an insufficient number of Bargaining Unit Members sign up for an event, Administration may assign the event to the requisite number of Bargaining Unit Members needed, taking into account the number of school events already attended by each Member.

Student Support Staff shall adjust their work schedule to accommodate special events by adjusting work start and end time upon Director request.

10.9. **Early Dismissal Days for Instructional and Non-Instructional Bargaining Unit Members:** The days prior to Thanksgiving, winter break, and spring break shall be scheduled as a half day (noon dismissal) for students and instructional and non-instructional Bargaining Unit Members shall be able to leave work fifteen minutes after students are dismissed. The final day of a Boss Level competition may be a half-day (noon dismissal) up to two times a year.

10.10. **Lunch:** Bargaining Unit Members shall receive a minimum of a thirty minute lunch break during which they are to be freed from school duties, provided that they remain obligated to follow standards of professional responsibility at all times during the standard workday.

10.11. **Duties:** Bargaining Unit Members with the exception of the Office Manager shall be required to complete two 20-minute duties weekly. Bargaining Unit Members may choose from the following duties: outside arrival, breakfast, lunch, recess or outside departure and will have the opportunity to sign up for their preferred slots prior to the beginning of the school year or when revision of the schedule is necessary. Members may be assigned a duty if there are not enough interested bargaining members to fulfill a duty. Bargaining Unit Members may opt to sign up for additional duties with Director approval, and will be compensated in accordance with Appendix C (stipend schedule). A bargaining unit member shall not be assigned a lunch or recess duty unless:

1) they have a prep adjacent to their lunch period or
2) there are not enough lunch supervisors to provide adequate supervision and a safe environment for students or
3) unless they have chosen this duty. In this case, lunch will be 20 minutes for these bargaining unit members.

10.12. **Planning Period:** Except on half instructional days, all Teachers shall have scheduled planning time of not less than forty-five minutes daily. Except on weeks of less than 5 days or 5 day weeks with a half instructional day, all upper school and middle school teachers shall have a total of not less than 332 minutes per week of planning time that shall be used for classroom and instructional preparation. The parties understand that potential scheduling challenges at Quest may not guarantee a planning period on every day of the week. On days when Bargaining Unit Members do not receive a planning period, those members shall not be required to perform other additional duties such as breakfast and lunch duty.
Non-teacher Instructional Bargaining Unit Members shall have scheduled planning time of not less than forty minutes daily to the maximum extent possible based upon the needs of the student as detailed in the IEP.

10.12.1. Up to 80 minutes of planning period time in the upper school and up to 70 minutes in the middle school per week may be used for collaborative team meetings or team meetings focused on teaching and learning (RTI, etc.). Up to 40 minutes of planning period time in the upper school and 35 minutes in the middle school may be used for instructional coaching.

10.13. Teacher Preps: A prep is defined as the work required to prepare for a class that is unique in content or curriculum. To the extent possible, the School will work to minimize the number of unique preps assigned to a teacher with the goal of teachers at ChicagoQuest being assigned no more than two preps plus home base/warrior period in any semester.

10.14. Curriculum and Course Resource Sharing: For previously taught classes where there have been curricular materials created and preserved, management shall provide appropriate Qpack and Canvas courses to the Bargaining Unit Member assigned to teach the class.

10.15. Teacher Schedule Changes: Whenever a teacher’s schedule changes in a significant way (i.e. new academics, change in content area, or a change that requires new planning) during the academic year, the teacher shall be given a five day notice prior to such change taking place. The teacher shall receive a minimum of eight (8) additional hours of time to meet Instructional Coaches and/or additional planning and preparation time.

10.16. Teaching Load: Bargaining Unit Members shall have a course teaching load not to exceed 72% of their standard work day.

10.17. Job Postings: The School agrees to post job vacancies on http://www.applitrack.com/ChicagoQuest/onlineapp/default.aspx or other website as identified in the ChicagoQuest Employee Policy Manual where members can access, review and apply. Bargaining Unit Members will be notified of any new or available job postings before notice is given to the general public, and shall invite CQ staff to participate on the hiring committees when a committee is being formed. When hiring decisions are made, Chicago Quest will notify all staff of the hire prior to the new member starting.

10.18. Internal Substituting: Internal substitution is defined as one Quest Bargaining Unit Member covering a class or duty for another Quest Bargaining Unit Member in lieu of a planning period. No Bargaining Unit Member shall be required to perform internal substitution; however, Bargaining Unit Members may volunteer to substitute for any period during which they are not already assigned a class. Bargaining Unit Members who volunteer to provide a full class period of internal substituting shall receive compensatory paid time off in hour increments to be credited to their PTO time. The Director shall give teachers a 24 hour notice of substitution assignments whenever practicable.
10.19. **Reimbursement**: The School will reimburse reasonable expenses incurred by any Bargaining Unit Member pursuant to its general policy regarding expense reimbursement provided that any such expenses are approved on the School reimbursement form in advance by the School and appropriate documentation of the expenses is timely provided to the School by the Bargaining Unit Member.

10.20. **Professional Development Assurance:**

10.20.1. **ChicagoQuest Model**: ChicagoQuest agrees to dedicate, with purposeful intent, professional development for teachers annually focused on the ChicagoQuest model big ideas as defined by school management with input from Quest to Learn. Such support may include an induction and mentoring program, an ongoing professional development, and model focused instructional coaching or embedded professional development.

10.20.2. **Support for New Teachers**: ChicagoQuest agrees to dedicate, with purposeful intent, significant professional development for teachers through completion of their first full school year of employment. Such support may include an induction and mentoring program, an ongoing professional development program which may include work beyond the regular work day, as well as time devoted to learning and training in the ChicagoQuest Evaluation System and the Danielson Framework for Teaching.

10.20.3. **Added Support for Provisional Plus Teachers**: Any teacher identified as a Provisional Plus Teacher at the end of their first full year of teaching with ChicagoQuest in accordance with Article XV Section 1 Provisional Period shall remain a provisional teacher, shall attend on-going teacher induction professional development, and will be placed on an intervention plan to clearly identify priority areas for development and actions to be taken by the teacher and the school to support their growth and development.

10.21. **Special Education Working Conditions:**

10.21.1. **Special Education Collaborative Release Time**: Special Education teachers shall be granted the equivalent of eight hours per semester devoted to special education collaboration with either special education or general education peers to support communication focused on curriculum, instruction, and assessment/progress monitoring to meet the needs of students with IEPs. Collaborative release time may be incorporated into professional development time by splitting the days into smaller segments or divided into smaller increments during the instructional day.

10.21.2. **Teacher Consultation**: Recognizing that the special education teacher has unique knowledge and insight into their students’ needs, these members shall be included in discussions about student assignments.
10.21.3. **Collaboration Time:** To allow for the ability to collaborate with General Education Teachers and instructional aides, to the extent possible, Special Education Teachers shall be provided with co-taught space during warrior, home base or A-lab. If all special education teachers are not able to be provided with co-taught space, a rotation system shall be implemented by quarter.

10.21.4. **Special Education Teacher Curriculum Limitation:** Aside from co-taught classes, special education teachers shall not be required to teach more than two LRE3 classes with unique preps. To the extent possible, special education teachers’ co-taught classes will be confined to two content areas.

**ARTICLE XI. LEAVES**

11.1. **School Year Bargaining Unit Members Paid Time Off:** School Year Bargaining Unit Members shall have ten (10) paid time off days per year. School Year Bargaining Unit Members who have successfully completed their Provisional Period shall accrue five (5) days on the first work day of the following school year which is typically scheduled as a professional development day. School Year Bargaining Unit Members who have not completed their Provisional Period shall accrue five (5) days of paid time off on September 1. Five (5) days of paid time off shall accrue on the first work day of the second semester of the school year for all School Year Bargaining Unit Members. Paid time off may be used in increments of four hour or 8 hour segments.

On the day following the last Instructional Day of each school year any unused paid time off days shall be automatically converted into sick leave days. Such days shall accumulate to a cap of four hundred and eighty (480) hours which is the equivalent of sixty (60) work days. Such sick leave days shall be available for use by the employee only as set forth in this Article. Sick leave days may be used by a Bargaining Unit Member who wishes to be paid for otherwise unpaid days off while on FMLA leave. An additional three sick leave days per school year may be used by a Bargaining Unit Member who had previously exhausted all available paid time off for illness, provided that the school shall be entitled upon its request to a medical-care provider's verification of such illness. Finally, up to three sick leave days per school year may be used by a Bargaining Unit Member who has exhausted all available paid time off for unusual and unforeseeable circumstances, but only with prior notice by the Bargaining Unit Member and approval by the Director of Human Capital of Quest Schools.

When a Bargaining Unit Member with a valid teaching license separates from the school for any reason, all accumulated and unused sick leave days are not paid out, but are reported to the CTPF pension system. In addition, if a Bargaining Unit Member with a valid teaching license accumulates days in excess of the sixty (60) days as described above, that excess will also be
reported to the Chicago Teachers’ Pension Fund (CTPF) for retirement purposes only. Bargaining unit members do not have the right to use accumulated days in excess of sixty (60) days nor is there any compensation provided for those days.

A Bargaining Unit Member who has exhausted all paid time off and has no available sick leave days may request an unpaid emergency leave due to an unusual and unforeseeable event that legitimately requires the Bargaining Unit Member to miss work, provided that the decision on whether to grant any additional paid or unpaid time off shall be in the sole discretion of the Director of Human Capital. If any request for use of sick leave or emergency leave under this Article is denied, the Bargaining Unit Member may appeal in writing to the CEO of the school within five business days of denial by the Director of Human Capital. The CEO will make a reasonable effort to return an appeal decision within two business days.

11.2. **Black-Out Days for Paid Time Off:** In the interest of maintaining the highest level of teaching and learning on the Campuses, certain days of the school year shall not be available for paid time off and shall be considered to be "black-out days". The total maximum number of black-out days in any work year shall not exceed fifteen. Such black-out days shall include the following:

- Up to five days at the beginning of any work year if such days are not instructional days and are to be used for professional development
- Up to five other Teacher Professional Development Days to be designated by the School
- Up to five additional days to be designated by the School

11.2.1. **Exceptions to Black-Out Days:** Due to the importance of black-out days to the mission of the School, any request to miss a black-out day shall be viewed as a disruptive and serious matter. As such, requesting exceptions to black-out days shall be discouraged and such requests shall be carefully scrutinized by the School. Nonetheless, because serious illnesses, serious family emergencies or other emergent situations may require a Bargaining Unit Member to request time off on a black-out day, the following procedures and considerations shall apply to any such request. Bargaining Unit Members with accrued paid time off or banked sick leave days may request the use of such days, provided that the Bargaining Unit Member shall be required to provide as much written notice as is possible to the School's Director of Human Capital on the required request form, including (a) the reason for request, (b) an affirmative statement of the reason that the Bargaining Unit Member cannot attend and, if less than two-weeks' notice is provided, the reason that a lack of more notice was impossible. A bargaining Unit Member's serious illness may be a legitimate reason for requesting an exception under this Section, provided that the School shall be entitled upon its request to a medical-care provider's verification of such illness.
11.3. **Attendance Incentives:** Quest highly values good attendance of Bargaining Unit Members to advance its mission. As such, in order to reward high levels of attendance, Quest will offer an semi-annual bonus for perfect to near perfect attendance in accordance with the following incentive schedule:

<table>
<thead>
<tr>
<th>Perfect Attendance (use of 0 days of time off)</th>
<th>Two hundred fifty dollars ($250.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of one (1) day or less of time off (8 hours)</td>
<td>One hundred fifty dollars ($150.00)</td>
</tr>
<tr>
<td>Use of two (2) day or less of time off (16 hours)</td>
<td>One hundred dollars ($100.00)</td>
</tr>
</tbody>
</table>

Bargaining unit members who miss more than one black-out day are not eligible for the attendance bonus. Bargaining unit members who miss more than five (5) days off per year are not eligible.

11.4. **FMLA:** Bargaining Unit Members who are eligible for Family Medical Leave Act leave shall be subject to and follow the policy and procedures published in the Schools' employee handbook related to such leave.

11.5. **Bereavement Absences:** Bargaining Unit Members shall be given up to five days of paid absence in case of a death in their immediate family. Immediate family includes any parent, foster parent, Quest-registered domestic partner, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchild.

11.6. **Student Support Bargaining Unit Member Vacation:** Student Support Bargaining Unit Members shall be given 10 vacation days in the first year of employment and 15 days in each year thereafter. No more than 10 consecutive work days off may be taken at a time unless it has been approved by the Director of Human Capital and is for extenuating circumstances (surgery, FMLA, etc).

11.7. **Student Support Bargaining Unit Member Sick/Personal Days:** Student Support Bargaining Unit members are entitled to eight sick days and two personal days per year. For a Student Support Bargaining Unit member hired after the first pay period of the fiscal year, personal, sick, and vacation days will be prorated based on their start date. Personal days are immediately available at the start of the fiscal year for Student Support Bargaining Unit members. Sick days are accrued at a rate of 4.00 hours per pay period.
ARTICLE XII. SAFETY

12.1. CICS Chicago Quest is a mutually safe space. The School commits to ensuring a safe and healthy work environment for all of its employees, students, family members and guests.

12.2. Bargaining Unit Members are responsible to report, in writing to their immediate supervisor, any allegedly unsafe circumstance, situation or event, including any injury.

12.3. The School will investigate any reported unsafe, hazardous, unhealthy or potentially dangerous working condition and shall take necessary steps to have the conditions remedied within five work days, which reflects the urgency of the situation. Upon request from a Bargaining Unit Member, a written report will be issued to the Bargaining Unit Member who reported the situation, with a copy to the Union President when the condition impacts the health or well-being of employees, students, family members and guests.

12.4. Bargaining Unit Members shall immediately report any instance of assault suffered in connection with their employment to the Director. Consistent with its legal obligations under applicable laws, the School shall comply with any reasonable request from the Bargaining Unit Member for information in its possession relating to the incident or persons involved, and shall act in appropriate ways as a liaison between the Bargaining Unit Member, local law enforcement and any court or agency.

12.5. To ensure the safety of all Bargaining Unit Members on its Campuses, in the event of any violation of the CICS Student Code of Conduct by a student that threatens the safety of a Bargaining Unit Member, the School will enforce the Code of Conduct and recommend that student for appropriate disciplinary and/or restorative action.

ARTICLE XIII. EVALUATION

Evaluation: A Bargaining Unit Member shall be evaluated pursuant to the Teacher Evaluation System attached as Appendix E. Additional information and documents utilized in the Teacher Evaluation System can be found in the ChicagoQuest Evaluation Handbook.
ARTICLE XIV. PERSONNEL FILE

The School agrees to comply with the provisions of the Illinois Personnel Records Review Act. The following provisions shall also apply.

14.1. **Right of Access:** Upon any Bargaining Unit Member’s written request and reasonable notice, a representative of CQU may have access to the Quest central office to meet with the Bargaining Unit Member on non-working time for the purpose of reviewing his or her personnel file, with the exception of any evaluative or reference information received by Quest prior to the employee’s first day of employment with Quest. Each employee shall have the right to receive copies of any or all file material for which they have access.

14.2. **Placement of Material in File:** There shall be one official file maintained with Quest at the Quest central office. Any material other than routine human resource forms that is evaluative or disciplinary in nature and placed in an active employee’s file, shall be signed and dated, and a copy shall be given to the employee directly within a reasonable time frame.

14.3. **Personnel Record Correction:** If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employer and the employee. If an agreement cannot be reached, the employee may submit a written statement explaining the employee's position. The employer shall attach the employee's statement to the disputed portion of the personnel record and a copy shall be included in the employee’s personnel file.

14.4. **Privacy of records:** The school shall not divulge a disciplinary report, letter of reprimand or other disciplinary action to a third party, without express written consent from the employee, however, such file shall be available to Quest administration or as may be required by valid subpoena, law, court or other hearing. All personnel files shall be kept in a secure location.

14.5. **Removal of Material:** No one shall permanently remove any material from an active employee’s file, except by mutual consent made in writing by the employee and the School. Materials that remain in terminated employee files shall be removed according to the terms of federal records retention requirements.

ARTICLE XV. DISCIPLINE

15.1. **Provisional Period:** The employment of Bargaining Unit Members in their first school year of employment with ChicagoQuest shall be provisional and they may be released from employment without cause and in the sole discretion of the School during this Provisional Period. Bargaining Unit Members hired on or before October 1 shall be considered to have fulfilled the first school year of employment at that end of that school year; Bargaining Unit
Members hired later than October 1 shall be considered to have fulfilled the first school year of employment at the end of the following school year. Following the first year of employment, a teacher may be identified as a Provisional Plus Teacher and may be retained for a second provisional year, and offered added support in accordance with Article X Section 14.3. The decision to retain the teacher in this category (Provisional Plus) shall be the director’s decision and shall be communicated on or before June 1. The Union shall be notified of any such decision and shall receive a copy of the intervention plan. Returning bargaining unit members from the 2013-14 school year shall be Non-Provisional for the 2014-15 school year.

15.2. **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, fully support school initiatives and strategic plan, and to actively participate in alignment with the School’s mission and in parent outreach.

15.3. **Discipline:** Following the Provisional Period, the School shall have the right to discharge or discipline any Bargaining Unit Member for cause. When such is the case, discipline shall be appropriate under all the facts and to the circumstances of each particular incident which may include, depending on the seriousness of the offense and circumstances, discharge or any one or more of the following progressive steps of discipline:

15.3.1. Verbal warning;

15.3.2. Written warning;

15.3.3. Written warning with, as appropriate, an unpaid suspension;

15.3.4. Discharge, in writing with a copy provided to the Bargaining Unit Member and to C-ACTS.

15.4. **Timeframe/Skipped Steps:** Initiation of the discipline process shall occur within 15 working days of a disciplinary incident or a discipline issue becoming known to the employer. The School shall have the right to skip any or all progressive discipline steps in the event of serious misconduct or repeated failure to comply with or satisfactorily address concerns presented in prior verbal or written warnings.

### ARTICLE XVI. CONFLICT RESOLUTION

Effective schools are characterized by transparency, openness and fluid communication. The healthy development of the School and its Campuses necessitates active input from all stakeholders in our learning communities, including ideas, feedback, suggestions, and good-faith criticism and complaints regarding the School, its Bargaining Unit Members or the CQU.
Recognizing that conflict within the School is unavoidable, the Parties are committed to ensuring that conflict results in productive outcomes that benefit our students, Campuses, Bargaining Unit Members, the School and the communities it serves.

16.1. Informal Resolution: The Parties prioritize resolving conflict in an informal, expedited manner. As such, if a Bargaining Unit Member has a Grievance, it should be directed to the appropriate leadership team member and a good-faith effort should be made to resolve that Grievance before its escalation to another level. At minimum, a conference shall take place within ten school days of the Grievance being brought to the attention of the School. During the informal resolution conference, the employee or union seeking adjustment at this informal level will attempt to make clear the area(s) of the contract they believe to be in question. The School will provide a verbal or written response to the Grievance within five school days of the informal conference.

16.2. Resolution Level 1: If the Grievance is not resolved informally under Section 16.3, any Party may appeal to the Director within five school days of receiving the School’s Informal Level response. A concise, written summary of the Grievance shall be submitted to the Director on the form attached as Appendix D, detailing each provision of the Agreement allegedly violated, and how, along with any supporting documents or materials. A conference shall take place within ten school days barring unusual scheduling circumstances. A written memo detailing the Director’s disposition of the situation shall be returned to the Bargaining Unit Member within five days of the Level 1 conference.

16.3. Resolution Level 2: If the Grievance is not resolved, any Party may appeal to the Quest Executive Leadership team within five days of receiving the School’s Level 1 response. Within ten days, the CEO (or designee) will facilitate a meeting to seek a resolution. Resolution of the Grievance will be discussed and a written disposition provided to all Parties, barring unusual scheduling considerations, within five school days of the Level 2 conference.

16.4. Arbitration: If the Grievance is not resolved, any Party may submit it for arbitration within five school days of receipt of the Level 2 written disposition. The Parties will obtain a commitment from the American Arbitration Association (AAA) to assist the Parties in resolving the Grievance. Both sides agree to be bound by the AAA’s Labor Arbitration Rules, which shall control absent agreement of the Parties. The decision of a single AAA arbitrator shall be final and binding upon all Parties. The cost of the arbitrator’s services and any costs, excluding attorneys’ fees but including transcription and/or recording fees shall be borne equally by the School and C-ACTS. The arbitrator shall not have any authority to add to, detract from, or in any way alter the provisions of this Agreement or make a new Agreement.
ARTICLE XVII. PRESERVATION OF AGREEMENT

17.1. No Strikes or Lockouts: During the Term of this Agreement, the Parties agree that the Bargaining Unit Members shall not engage in a strike or any other work stoppage, and CQU shall not instigate, encourage or condone the same, and the School agrees that it shall not lock out the employees.

17.2. Successor: ChicagoQuest will not assign this Agreement during its Term to any party who does not agree to honor the terms and conditions of this Agreement during its Term.

17.3. Savings Clause: Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation shall be void and of no force or effect, and this Agreement shall be construed as if such provision were removed, it being intended, however, that the other provisions of this Agreement shall not be affected by such removal and, to the greatest extent possible consistent with applicable law, shall be interpreted to give effect to the intention of the Parties as evidenced by the Agreement.

Whereas, the parties have executed this Agreement this 24th day of June, 2015.

QUEST MANAGEMENT, LLC
BY: __________________________
ITS: ChicagoQuest

CHICAGOQUEST UNION, C-ACTS LOCAL 4343, IFT-AFT, AFL-CIO
BY: __________________________
ITS: Field svc director
APPENDIX A: DUES CHECK OFF FORM

Dues Deduction Authorization

Print Full Name: ____________________________________________________________

Street Address: ____________________________________________________________ City: _____________

State: _______ Zip: ___________ Home Phone: _____________________________ Work Phone: ______________

Employer: ___________________________ Campus: ___________________________ Title: _______

Home email address: _______________________________________________________

Pursuant to applicable law, I assign to Chicago ACTS, IFT, AFT, AFL-CIO from my compensation as an employee an amount equal to the dues fixed by the Constitution of Chicago ACTS and AFT policy per pay period as membership dues in the Union. I authorize and direct my employer to remit said dues to the Union by the tenth day of each month.

I submit this assignment and authorization with the understanding that it will be effective on the date I sign it and in full force and effect throughout my employment with the employer while I am a member of the bargaining unit. This assignment and authorization will be revoked in the event that I am no longer a member of the bargaining unit or have a break in employment with the employer.

This assignment and authorization are effective at once.

Signature: __________________________________________________________________________ Date: ______________

Dues, contributions, or gifts to Chicago ACTS, IFT, AFT, AFL-CIO are not deductible as charitable contributions for federal income tax purposes. Under limited circumstances, Union dues may qualify as a business expense.
APPENDIX B: COPE CHECK OFF FORM

Chicago ACTS COPE Check off Authorization

I hereby authorize and direct my employer to deduct from my pay the sum of $_____ per pay period and to remit that amount to the Chicago ACTS Committee on Political Education (Chicago ACTS COPE).

This authorization is voluntarily made by me, based on my specific understanding that the signing of this Authorization Card and the making of these voluntary contributions are not conditions of membership in the Union. I understand that I may refuse to contribute without reprisal and that I may contribute more or less and will not be favored or disadvantaged by the Union for doing so. I further understand that Chicago ACTS COPE is a Political Action Committee (PAC) connected with Chicago ACTS, which will use my contribution for political purposes, including but not limited to, making contributions to and expenditures for candidates for federal, state, and local offices and addressing federal, state, and local political issues. This authorization shall remain in full force and effect until revoked by me in writing.

Print Full Name: __________________________________________________________

Signature: __________________________________ Date: ________________

Contributions or gifts to Chicago ACTS COPE are not deductible as charitable contributions for federal income tax purposes.
APPENDIX C: CHICAGOQUEST STIPEND SCHEDULE

Athletics & Extra Curricular Activities:

*Chicago Prep Conference/IHSA Sanctioned:* Teams are placed in a tier classification based upon the approximate number of contact days and hours in addition to the level of competition at the inter-scholastic level. New clubs will be reviewed and placed by the School in the appropriate tier by comparing the new club to above conditions of existing clubs. During the course of this contract, CQ teams do not need to be a full member of the Chicago Prep conference to qualify for these stipends.

*Conditions:*
- All clubs, teams, and coaching/moderator assignments must be approved by the School Director by considering the number of students impacted and the nature of the impact on the school community.
- If two members opt to coach together they may split the stipend allocation(s) equally, provided that they give notice to the Athletic Director in writing.
- Coaches are limited to one stipend per sport and team.

**Tier 1 Athletics and Extra Curriculars:**

*Varsity:*
- Coaches: $1,500
- Assistant Coaches: $750
- Includes: Flag/tackle football, Soccer, Volleyball, Baseball, Softball, Basketball, Debate

*Junior Varsity:*
- Coach: $1,000
- Asst. Coach: $500
- Includes: Flag/tackle football, Volleyball, Baseball, Softball, Basketball

**Tier 2 Athletics & Extra Curriculars:**

*Varsity:*
- Coach: $1,000
- Asst. Coach: $500
- Includes: Cross Country, Track & Field, and Tennis

**Middle School Athletics:**
- Coach: $500

**Extra-Curricular Clubs:**

*Tier 1 Extra-Curricular Clubs:* Director approved yearlong clubs that meet for a minimum of two hours a week for 36 weeks.
Facilitator: $1,500

Requirements:
- 2 hours weekly or equivalent time allocation; and
- Minimum Club Size 8 (or fewer with Director approval).

**Tier 2 Extra-Curricular Clubs:** Director approved yearlong clubs that meet for a minimum of one hour a week for 36 weeks or meets for a half year (18 weeks).
Facilitator: $750

Requirements:
- 2 hours weekly for half year or 1 hour weekly for a full year or equivalent time allocation; and
- Minimum Club Size 8 (or fewer with Director approval).

Clubs that are designed to run for a half year will receive 50% of the stipend amount that best fits the clubs design and time commitment.

**Service Duties:**

**Tier 1 Service Duties:**
- Option 1: Director approved yearlong commitment that requires daily responsibilities to execute the program and allows for no additional release time.
- Option 2: Director approved special event that requires an equivalent time commitment to Option 1.

Examples Include: **Team Lead, Outreach Coordinator:**
Stipend Amount: $3,000

Requirements:
- Selected by school director; and
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year.

**Tier 2 Service Duties:**
- Option 1: Director approved yearlong commitment that requires daily responsibilities to execute the program and allows for additional release time from teaching responsibilities.
- Option 2: Director approved special event that requires an equivalent time commitment to Option 1.

Examples Include: **Credit Recovery, Support Staff Covering Home Base or Warrior:**
Stipend Amount: $1,500
Requirements:
- Selected by school director; and
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year.

**Tier 3 Service Duties:** Director approved yearlong commitment that requires intermittent responsibilities as directed by the Director.

Examples Include: **Home Base Captains, RTI, Data Team**  
Stipend Amount: $500

Requirements:
- Selected by Director, and
- Execute assigned responsibilities with high levels of consistency, quality, and equity throughout the course of the year.

The union shall be provided with a list of the stipends of bargaining unit members upon request from the school director. All stipends shall be paid according to the ChicagoQuest Employee Policy Manual.

Bargaining Unit Members with a signed stipend agreement who work a portion of a stipend as defined above shall receive a pro-rated portion of that stipend.
APPENDIX D: GRIEVANCE FORM

CHICAGOQUEST UNION (CQU)
CHICAGO ACTS, LOCAL 4343, IFT-AFT, AFL-CIO
GRIEVANCE FORM

GRIEVANT(S): ____________________________________________

GRIEVANCE #: _______________ DATE SUBMITTED TO MANAGEMENT: _______________

CONTRACT ARTICLES AND SECTIONS VIOLATED

Article: _______ Section: _______ Article: _______ Section: _______
Article: _______ Section: _______ Article: _______ Section: _______
Article: _______ Section: _______ Article: _______ Section: _______
Others: ____________________________________
and any and all other Articles and Sections which apply.

STATEMENT OF GRIEVANCE:

UNION'S CONTENTION:

REMEDY:

and any and all other actions which will make the grievant whole.

GRIEVANT'S/UNION PRESIDENT'S SIGNATURE: __________________________ DATE: __________________________

Copy: Insert Grievant Name
      Insert Supervisor/Director Name
      Insert Union President Name
      File

Date Received by Administrator: __________________________
APPENDIX E: TEACHER EVALUATION

THE SEVEN STEPS TO GAME-LIKE EVALUATION:

1. Everyone is a participant
2. Failure is reframed as iteration
3. Everything is interconnected
4. Learning happens by doing
5. Feedback is immediate and ongoing
6. Challenge is constant
7. Learning feels like play

A. DEFINITIONS AND DOCUMENTS

"Evaluation" means the process of assessing the professional development and performance of Teachers. “Evaluation” consists primarily of assessing the following:

- Instructional Practice – Evaluative Observations and Walkthroughs
- Teacher-Led Conference
- School Performance

“Evaluative observation” means an announced extended classroom visit of 40 minutes or more by an Administrator and is followed by a post-conference and a formal write-up summarizing performance.

“Walk-through” means a short (between 10-20 minutes) or longer classroom visit by an administrator primarily focused on Domains 2 and 3 from the Quest-modified Framework for Teaching and could be limited to certain elements of those domains depending upon the portion of the lesson observed.

“School Performance” means a selection of metrics from Chicago Public Schools’ School Quality Rating Policy or school accountability policy announced by CPS in the duration of this contract and/or CICS Schedule B.

“Professional Learning Intensive” means a formal process to define areas for development and a plan for improvement for teachers who are identified as struggling to meet ChicagoQuest expectations. Such plan shall be implemented in accordance with Section ___ and may also be used in the Teacher’s evaluation.

“Administrator” means an individual who is trained in the "ChicagoQuest Evaluation System" using the modified Charlotte Danielson Framework for Teaching. Evaluation of Teachers shall be done by such a qualified individual.
“Joint Committee” means a committee comprised of an equal number of Bargaining Unit Members and Quest Management/Civitas Education Partners who will meet annually to confer and then report to Bargaining Unit Members on the following topics:

1. Walk-through Rubric Form
2. Rubric for the Teacher-led Conference
3. Measures of School Performance
   - The metrics from CPS school quality measurement method and/or the methods from CICS’ schedule B that will be included in the school performance for that year
4. Criteria for Placement on Professional Learning Intensive
5. Continual review and update of the ChicagoQuest Evaluation Handbook and/or documents
6. Lesson Plan/Q-Pack documentation and submission to management

The committee will vote on all changes to the Quest evaluation process, with the understanding that in the event of a tie vote, Quest Management shall be the final decision-maker on measures of school performance, rubrics for walk-throughs, teacher-led conference rubric, criteria for placement on PLI, and submission of lesson plans and Q-packs upon consideration of input from the Joint Committee.

Documents used in the evaluation process include:

1) Form I—"Self-Assessment of Practice": To be completed by Bargaining Unit Members each school year. Document is shared with the instructional coach and is intended to be non-evaluative.

2) Professional Growth Plan ("PGP"): Developed by the Bargaining Unit Member in conjunction with his/her instructional coach; plan sets annual individual goals rooted in self-assessment, student data, school goals, personal professional growth objectives and the Danielson framework. To be completed by Bargaining Unit Members each school year.

3) Form F—"Evaluative Observation": Includes the pre-observation and post-observation reflective conference questions;

4) Form G—"Evaluative Observation Summary": For ChicagoQuest to use in conducting evaluative observations of Bargaining Unit Members as part of the evaluation process.

5) Form D—"Lesson Reflection": For Bargaining Unit Members to use to facilitate reflection on the lesson observed and contribute to professional learning.

6) Walk-through Form. Includes feedback on observation of classroom practice in Domains 2 and 3 and references the teacher’s submitted lesson plan.

7) Teacher-Led Conference Rubric. Includes discussion of teacher’s portfolio and evaluator feedback on teacher’s professional growth.
8) **Form N—Annual Summative Conference**: Used by ChicagoQuest to verify that a Bargaining Unit Member's performance "Exceeds," "Meets," or "Does Not Meet" ChicagoQuest' expectations and the band that the bargaining unit member will be placed in for the subsequent school year.

**B. Notification of Administrator and Evaluation Procedures**
Prior to September 30 of each school year or within four weeks of the date of hire, if later, ChicagoQuest shall provide Teachers with the evaluation procedures, criteria/standards, rubrics and evaluation instrument to be used, and the administrator(s) evaluating the Member. Each Teacher shall be provided with a copy of the evaluation handbook plan. Evaluative observations will be conducted by only the Director or Associate Director. An additional member of the CQ evaluation team or the CEP Academic Team may attend any element of the evaluation process as a passive observer to support training and norming. Teachers may have their instructional coach present at post-observation conference meetings as a passive observer for the purpose of informing coaching. If a Teacher's evaluating administrator(s) change or if the Member is reassigned after the beginning of the School year, the Member shall be informed in writing as to which Administrator(s) shall complete the evaluative observations within five school days of the reassignment.

**C. Self-Assessment of Practice and the Professional Growth Plan**
All Teachers will complete the “Teacher Self-Assessment” form (Form I) annually. This document is completed at the start of the school year for new Teachers, is finalized at the end of the school year for returning teachers. Utilizing insights gained from this self-assessment and feedback received from coaching and evaluation events, the Teacher creates a Professional Growth Plan (PGP) to enhance their ongoing individual professional development. This PGP may be developed by an individual Teacher or by a team of Teachers who work together on the PGP. The PGP is one year in length and is intended to guide improved instructional performance which ultimately results in improved student learning. The PGP is designed collaboratively with the Instructional Coach and must be approved by the Director. Either the goal(s) of the PGP or the PGP itself may be modified collaboratively by the Teacher and Instructional Coach as needed. Self-reflection and collaboration between Teachers and/or Instructional Coaches are essential elements for this professional growth experience.

**D. INSTRUCTIONAL PRACTICE**

**D.1 Frequency of Evaluative Observations and Walkthroughs**
Absent extraordinary circumstances, provisional teachers shall have one (1) evaluative observation each semester for a total of two (2) evaluative observations each school year. Non-Provisional teachers shall have one (1) evaluative observation by April 1. Walk-through observations shall be two per semester for all Teachers. Administrators may add no more than one additional walkthrough per week for teachers who are on a PLT. Each completed walkthrough rubric shall be shared with the teacher within three (3) school days.

All evaluative observations are announced and will include a pre-observation and post-observation conference.
D.2 Pre-Observation Conference Parameters:
The evaluator will inform the teacher of the date of the evaluative observation at least one week before and will schedule the pre-observation conference no earlier than five school days before the observation. If the teacher has a concern or conflict with the suggested observation date, s/he may request in writing an alternative date for the evaluative observation, with the understanding that management will have the final say.

The teacher will be expected to provide the week’s (or the designated five-day window) lesson plans for the observed course to provide context around the lesson to be observed. The teacher is welcome to provide any other documents related to the lessons at this time.

D.3 Observation Parameters:
The observation will start at the beginning of a period.

The observer will stay for a minimum of 40 minutes and within 24 hours of the observation, provide the teacher with the notes/script of the lesson.

D.4 Post-Observation Conference Parameters:
The observer will schedule and conduct the post-observation conference within five school days of the completion of the lesson being evaluated.

The observer shall complete the Form G—Evaluative Observation Summary and the teacher shall complete the Form D—Lesson Reflection and reflection questions on Form F-Evaluative Observation prior to the post-observation meeting.

The post-observation conference will be a reflective conversation where strengths and areas for improvement are addressed. The observer will use this conference as a vehicle to address possible coaching opportunities with the teacher.

D.5 Observation and Recordings of Teachers’ Activities
No person or agency shall videotape or record classroom proceedings for evaluation purposes without the consent of the Teacher.

D.6 Walkthrough Observations
A walkthrough observation means a short (between 10-20 minutes) or longer classroom visit by an administrator primarily focused on Domains 2 and 3 from the Quest-modified Framework for Teaching and could be limited to certain elements of those domains depending upon the portion of the lesson observed. The teacher shall be informed at the start of the observation that the visit is a walkthrough and will be used for evaluative purposes. The walkthrough form shall cite specific evidence to support the ratings. Only those areas of the rubric that have been directly observed shall be rated. The completed walkthrough rubric shall be given to the Teacher within three school days of the walkthrough.
E. TEACHER-LED CONFERENCE

Throughout the year, teachers and instructional coaches will collect and store information related to teacher performance in Teach Boost (or another agreed upon platform).

The teacher will gather evidence in the portfolio of progress on goals of the PGP, use of feedback given in evaluative events, planning work, and coaching work. Using this information, the teacher will review and revise Form I from the Self-Assessment of Practice, and gather evidence in a portfolio supporting the revised Form I. The revised Form I and feedback the teacher receives on the portfolio will then serve as the new self-assessment of practice for the following school year along with feedback given at the summative conference.

As examples, the portfolio may contain:

- The Form Fs from each evaluative observation and walk-through rubrics to date;
- PGP and evidence of reaching PGP goals;
- Set(s) of student work and analysis of that set of work with a reflection of what was learned and done as a result of this analysis;
- A Q-pack and accompanying lesson plans that demonstrate teacher’s design of game-like learning and/or connected learning and/or systems thinking and/or use of narrative
- Data/notes from coaching observations;
- Videos of instructional practice;
- Teacher-created assessments

The evaluator will schedule a teacher-led conference at which the teacher will present the portfolio after March 1 and prior to the summative conference. The teacher will receive a completed teacher-led conference rubric with feedback within five school days of the conference.

The PGP will not be evaluated on its own, however, progress towards the professional growth goal will be evaluated at the teacher-led conference.

F. SCHOOL PERFORMANCE

School Performance will include a selection of metrics from Chicago Public Schools’ School Quality Rating Policy or school accountability policy announced by CPS in the duration of this contract or CICS Schedule B. School Performance metrics will be discussed annually with the Joint Committee.

G. PROFESSIONAL LEARNING INTENSIVES

"Professional Learning Intensive” means a formal process to define areas for development and a plan for improvement for teachers who are identified as struggling to meet ChicagoQuest expectations.

A professional learning intensive is intended to support a teacher in addressing areas of their practice that have become a concern. The ideal outcome of a professional learning intensive is
a teacher who has improved in the areas of concern and is growing to become a strong teacher at ChicagoQuest.

For 2015-2016 school year, a teacher will be placed on a professional learning intensive if:

- The Teacher receives an “apprentice” rating in one domain with at least two components rated at the “novice” level in an evaluative observation—or in the same component in two consecutive walkthroughs.
- The Teacher receives a “novice” rating in one domain in an evaluative observation or in the same component in two consecutive walk-throughs.
- The Teacher received a “Provisional Plus” rating during previous school year’s summative conference.

If a teacher is rated at the “novice” or “apprentice” level on an evaluative observation or in the same component in two consecutive walkthroughs, s/he may request a professional learning intensive, but is not required to do so.

The criteria for placement on a professional learning intensive in subsequent years of the contract will be discussed annually with the Joint Evaluation Committee.

H. ANNUAL SUMMATIVE EVALUATION CONFERENCE
An Annual Summative Evaluation Conference occurs no later than May 10 of each school year. At this conference the teacher, administrator will review instructional practice feedback given to date and feedback on the teacher’s portfolio. The instructional coach will be informed of all conferences and may attend at the request of the teacher. In addition, progress on school growth metrics to date will be shared with the teacher. The Administrator’s decision to retain or dismiss the teacher shall be communicated.

At the Conference, the teacher will be presented with the “Annual Summative Evaluation” (Form N). The teacher is responsible for submitting to their immediate administrator a signed and dated copy of the “Annual Summative Evaluation” (Form N). The signature of the Teacher does not necessarily indicate agreement with the “Annual Summative Evaluation” (Form N) but rather is intended to indicate that the conference and discussion have been held and that the Teacher is in receipt of a copy of the “Annual Summative Evaluation” (Form N).

I. PERSONNEL FILE COPY
A copy of Form N: “Annual Summative Evaluation” and any attached written rebuttal shall be placed in the Teacher’s personnel file.
Memorandum of Understanding

Between

ChicagoQuest, LLC

And

The ChicagoQuest Union

Chicago Alliance of Charter Teachers and Staff, Local 4343, IFT-AFT/AFL-CIO

The parties agree to the following on a non-precedential basis for the 2015-2016 school year commencing on the date of agreement below through June 16, 2016.

In the event ChicagoQuest must reduce the number or type of Bargaining Unit Members employed due to economic, programmatic, facilities or enrollment based decisions, those Members who will not be renewed will be honorably dismissed. Reduction in force decisions shall be made based upon a holistic look at job performance, specialty/certification and seniority.

Bargaining Unit Members who were honorably dismissed shall be put on a recall list valid for any openings leading up to or during the 2015-16 school year. Recall order shall be based upon job performance, specialty/certification, and seniority. Provisional teachers who are recalled shall continue on provisional status until that status is completed.

The parties agree that the concept of layoff and recall will be revisited by labor and management at the end of the 2015-2016 school year.

For the Union

Date 6/24/15

For ChicagoQuest

Date 6/24/15