COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE

CHICAGO ALLIANCE OF CHARTER TEACHERS AND STAFF, LOCAL 4343,
IFT-AFT/AFL-CIO

AND

CIVITAS SCHOOLS, LLC

2015-2018
# Table of Contents

**Article I - Parties** ........................................................................................................... 1
  1.1 Parties .......................................................................................................................... 1
  1.2 Recognition .................................................................................................................. 1

**Article II - Additional Definitions** .................................................................................. 1

**Article III - Mission and Purpose** ................................................................................. 2

**Article IV - Duration** ..................................................................................................... 3
  4.1 Term ............................................................................................................................... 3
  4.2 Reopener ........................................................................................................................ 3

**Article V - School Rights** ............................................................................................... 3

**Article VI - Union Rights** ............................................................................................. 4
  6.1 Bulletin boards and mailboxes ..................................................................................... 4
  6.2 Union access ................................................................................................................ 5
  6.3 Recruitment .................................................................................................................. 5
  6.4 Dues checkoff ............................................................................................................... 5
  6.5 Committee on political education ............................................................................... 5
  6.6 Union meetings ............................................................................................................ 5
  6.7 Union leave for local officer release ........................................................................... 6
  6.8 Information sharing ...................................................................................................... 6

**Article VII - Participatory Leadership** ........................................................................ 6
  7.1 Participatory committees ............................................................................................. 6
  7.2 Committee designations, participant selection, and scope of work ....................... 6

**Article VIII - Compensation** ......................................................................................... 7
  8.1 Returning teacher salary ............................................................................................ 7
  8.2 Starting salaries .......................................................................................................... 8
  8.3 Relocation expenses .................................................................................................... 8
  8.4 Non-certified bargaining unit members .................................................................... 8
  8.5 Extracurricular pay ..................................................................................................... 8
  8.6 Salary adjustment opportunities ................................................................................. 8
  8.7 Per diem calculation .................................................................................................... 9
  8.8 Summer school pay .................................................................................................... 9
  8.9 Teaching an additional class ..................................................................................... 9
8.10 High needs education reimbursement .................................9
8.11 Longevity Bonus ................................................................10

Article IX – Fringe Benefits .........................................................10
  9.1 Healthcare benefits ............................................................10
  9.2 Retirement benefits ............................................................11
  9.3 Chicago Teachers Pension Fund .........................................11

Article X – Working Conditions ..................................................11
  10.1 Job descriptions ...............................................................11
  10.2 Teacher schedule changes ...............................................11
  10.3 Class size ......................................................................11
  10.4 Work year ....................................................................12
  10.5 Standard work day ........................................................12
  10.6 Required meetings ........................................................12
  10.7 School events ................................................................12
  10.8 Parent-teacher conference days .......................................12
  10.9 Early dismissal days for teachers ....................................13
  10.10 Lunch .......................................................................13
  10.11 Planning period .............................................................13
  10.12 Teaching load ...............................................................14
  10.13 Job postings ................................................................14
  10.14 Reimbursement ............................................................14
  10.15 Professional development assurance ..............................14
  10.16 Added support for provisional plus teachers ....................15
  10.17 Intellectual property .....................................................15
  10.18 Special education teachers and social workers working conditions .........................................................15

Article XI - Leaves ........................................................................16
  11.1 Paid time off ................................................................16
  11.2 CTPF Reporting ..............................................................17
  11.3 Black-out days for paid time off .....................................17
  11.4 Attendance incentives ....................................................17
  11.5 FMLA ......................................................................18
  11.6 Bereavement absences ....................................................18
| Article XII – Safety | .......................................................... | 18 |
| Article XIII – Evaluation | .......................................................... | 19 |
| Article XIV – Personnel File | .......................................................... | 19 |
| 14.1 Right of access | .......................................................... | 19 |
| 14.2 Placement of material in file | .......................................................... | 19 |
| 14.3 Personnel record correction | .......................................................... | 19 |
| 14.4 Privacy of records | .......................................................... | 19 |
| 14.5 Removal of material | .......................................................... | 19 |
| Article XV – Discipline | .......................................................... | 20 |
| 15.1 Provisional period | .......................................................... | 20 |
| 15.2 Professional conduct | .......................................................... | 20 |
| 15.3 Discipline | .......................................................... | 20 |
| Article XVI – Conflict Resolution | .......................................................... | 20 |
| 16.1-16.2 Preamble | .......................................................... | 20 |
| 16.3 Informal resolution | .......................................................... | 21 |
| 16.4 Resolution level 1 | .......................................................... | 21 |
| 16.5 Resolution level 2 | .......................................................... | 21 |
| 16.6 Arbitration | .......................................................... | 21 |
| Article XVII – Preservation of Agreement | .......................................................... | 22 |
| 17.1 No strikes or lockouts | .......................................................... | 22 |
| 17.2 Successor | .......................................................... | 22 |
| 17.3 Savings clause | .......................................................... | 22 |
| Appendix A: Dues Check Off Form | .......................................................... | 23 |
| Appendix B: COPE Check Off Form | .......................................................... | 24 |
| Appendix C: Extracurricular Pay Schedule | .......................................................... | 25 |
| Appendix D: Grievance Form | .......................................................... | 27 |
| Appendix E (1): Teacher Evaluation System | .......................................................... | 28 |
| Appendix E (2): Non-Teacher Educator Evaluation System | .......................................................... | 37 |
| Appendix F: FY2016 Salary Increase Calculations | .......................................................... | 44 |
ARTICLE I. PARTIES

1.1. Parties: This Agreement is made and entered into by and between Civitas Schools, LLC ("Civitas"), which together with its member, managers and administrative staff shall be referred to in this Agreement as the "School" and the 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 ("CFT" or "the Union").

1.2. Recognition: The School recognizes C-ACTS as the exclusive collective bargaining representative of all full-time and part-time teachers, counselors and social workers employed by Civitas at the Wrightwood Campus located at 8130 South California Avenue, Chicago, Illinois 60652, Northtown Academy located at 3900 West Peterson Avenue, Chicago, Illinois 60659, and the Ralph Ellison Campus located at 1817 West 80th Street, Chicago, Illinois 60620, and excluding all confidential employees, managerial employees, and 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 Civitas who is included in the Bargaining Unit certified by the National Labor Relations Board on June 30, 2009.

2.1.3. "Campuses" means the three Civitas campuses described in the Bargaining Unit, each a "Campus."

2.1.4. "Director" means the Director of each 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 CFT, that one of the other Parties is violating or has violated this Agreement during its Term.

2.1.6. "Instructional Day(s)" means any day(s) students are present for instruction.

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


2.1.9. "Provisional Period" means any Bargaining Unit Member's first complete school year of employment by Civitas as determined by a hire date prior to October 1. A Member’s provisional period may be extended to a second year if s/he is identified as Provisional Plus by June 1 of her/his first full year of employment.
2.1.10. "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.

2.1.11. "Union" means the Civitas Federation of Teachers, C-ACTS, Local 4343, IFT-AFT/AFL-CIO.

ARTICLE III. MISSION AND PURPOSE

3.1. Civitas Schools supports outstanding schools where all students develop lifelong love of learning, the skills required to earn a four-year college degree and a deep belief in their ability to impact the world through active civic participation. Together, we work to ensure that all students demonstrate the intellectual skills, the cultural competence, the belief in self and the engagement in community necessary for success in school, college, the workplace and life.

To support the advancement of this mission, which is supported by the Civitas Federation of Teachers, the Parties are committed to:

3.1.1. **Students First:** Our campuses are places where the needs and aspirations of our students are at the center of all decisions driving high quality teaching and learning.

3.1.2. **Collaboration:** Through collaboration, our teachers learn more and achieve greater goals than they would individually. Our community and efforts are strengthened by the diversity of experiences, talents, perspectives and ideas we bring to the school’s work.

3.1.3. **Working Hard/Working Smart:** Our schools focus our energy and efforts on striving to exceed high expectations for achievement. Constant reflection about everything we do makes our work more productive and meaningful.

3.1.4. **Integrity:** As community members, we are honest and transparent in our work, communication and relationships with one another.

3.1.5. **Lifelong Learning & Everyone Can:** Our community holds high expectations for all members of our learning communities while providing appropriate levels of support through provision of a variety of supports including instructional coaching, transparent evaluation, and professional development with the belief that all members can successfully and positively influence school culture and academic growth; and

3.1.6. **Value Everyone:** Our schools are committed to incorporating the voice of teachers and families into the decision making and problem solving processes.

3.1.7. **Commitment to Professionalism:** We hold ourselves to high levels of personal and professional responsibility.
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 2018-2019 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 CFT and Civitas, 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

5.1 **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:

5.1.1. To determine Civitas' and each Campus' mission, goals, program design and methodologies for fulfilling them;

5.1.2. To take such steps as are necessary or appropriate to fulfill Civitas' contractual obligations to Chicago International Charter School, its authorizer, and applicable law;

5.1.3. 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;

5.1.4. 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;

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

5.1.6. To operate the Campus, including moving or modifying facilities;

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

5.1.8. 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;
5.1.9. To determine class size, class staffing and assignment, class schedules, academic calendar, hours and places of instruction and or student assessment policies;

5.1.10. 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

5.1.11. To take action on any matter in the event of an emergency.

5.2 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.

5.3 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 CFT about whether any such rule is inconsistent with this Agreement may be challenged by the CFT under Article XVI of this Agreement.

5.4 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 CFT, Civitas agrees to negotiate the modification in a timely manner.

ARTICLE VI. UNION RIGHTS

6.1. Bulletin Boards and Mailboxes: Authorized agents of the CFT 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 CFT'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 CFT has any legitimate expectation of privacy in any communication on or over any Civitas or CICS system.

6.1.2. Civitas 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 CFT.

6.1.3. Use of the e-mail system under this section remains subject to all restrictions set forth in the Civitas Schools Employee Policy Manual, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.
6.2. **Union Access**: Civitas recognizes that authorized agents of the CFT may need access to Bargaining Unit Members when the Bargaining Unit Members are on Civitas's premises in order to administer this Agreement. The CFT recognizes the need for Civitas 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 Civitas's visitor policies in return, Civitas agrees that authorized agents of the CFT 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 CFT shall not be denied access to any Campus when a Bargaining Unit Member has a right to Weingarten representation.

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

6.4. **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.

6.4.1. 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.

6.4.2. The Union agrees to indemnify and hold Civitas 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 Civitas harmless shall include timely payment of any of its costs and attorneys' fees.

6.5. **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.

6.6. **Union Meetings**: CFT is permitted, with prior notice and approval from the Campus Director, one thirty (30) minute period of time during each full PD day during the instructional year for a Union meeting to be held on each campus within the regular workday. CFT is further permitted one forty-five (45) minute period of time during the Civitas Summit for a multi-campus Union meeting.
6.7. **Union Leave for Local Officer Release:** The parties agree no member shall be entitled to any Union Leave Days, except in the case that a CFT Bargaining Unit Member serves as a Local Officer in the position of President, Vice President, Treasurer or Secretary, that member shall be released from teaching responsibilities. Bargaining Unit Members filling one of these local officer positions shall be allowed one extended leave of absence, not to exceed two years and shall notify Civitas by March 1 annually of an intention to take leave for the following school year. The Bargaining Unit Member on extended Union leave will remain an employee of Civitas and will be guaranteed a position in the school upon return from the extended Union leave. The Union will reimburse Civitas for all costs associated with the employee on extended Union leave, including salary and all benefits. Only one Bargaining Unit Member may be on Local Officer release time at a time.

6.8. **Information Sharing:** The Employer and the Union shall make available for inspection to the other party information that is available, relevant, and necessary for the administration of this Agreement, in an expeditious fashion absent any good faith reason for not being able to provide the information.

The meeting dates and times for the CICS Board of Directors shall be posted at the school campus in the main office or front atrium annually and updated pending any changes to the schedule. The calendar and minutes are maintained on the CICS website [www.chicagointl.org/about/board-of-directors.html](http://www.chicagointl.org/about/board-of-directors.html).

If the Board meeting occurs during work hours, one representative from the Union shall be granted release time in order to attend the meeting.

At the start of each quarter, the Employer will provide to the Union a list of all Bargaining Unit employees of the Employer, indicating employees eligible for representation. The list shall contain the following information: the employee’s name, job title, and salary.

**ARTICLE VII. PARTICIPATORY LEADERSHIP**

7.1. **Participatory Committees:** The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. The School is committed to ensuring meaningful teacher participation in the decisions that impact its students and learning community. Even though each Director will be accountable as the final decision-maker at each Campus, the formal basis for participatory leadership will occur within the following three committees to be established on each Campus with the enumerated goals and purposes.

7.2. **Committee Designation, Participant Selection, and Scope of Work:** School leadership will meet with Campus-based union leadership to determine the title and goals of up to three participatory committees for the next school year prior to September 1. If the Campus and campus-based union leadership are unable to come to an agreement on committees then the school will revert to the committees delineated in section 7.2.1. and 7.2.2. below. Each committee will be comprised of a minimum of four representatives including the Director. The union shall appoint Bargaining Unit Members that will provide union voice to committees. Committee members are to be selected annually and will serve no more than two consecutive years, absent agreement of the Parties. Committees shall provide critical voice in evaluating areas in need of improvement and making recommendations to each Director. Any overlap or dispute about the subject matter jurisdiction
of the participatory committees shall be resolved by each Director. A minimum of once yearly each committee shall prepare and present a report of the goals and progress of the committee to the entire staff of their Campus. The committees established by each Campus as described above may be modified at any point during the school year by school leadership to meet the needs of the school; however, prior to any decisions about changes to committees established for that school year, Campus and campus-based union leadership will meet and discuss proposed modifications.

7.2.1. The Curriculum, Instruction and Professional Development Committee shall evaluate and recommend bell schedule, curricular design and materials, evaluate and recommend implementation of instructional best practices, and recommend and assist in the design of appropriate, ongoing professional support for Bargaining Unit Members.

7.2.2. The Family and Community Engagement Committee shall support development of strong family and community involvement in the life of students at each Campus and seek to establish external partnerships aligned with each Campus' mission and vision.

ARTICLE VIII. COMPENSATION

8.1 Returning Teacher Salary: For the 2015-2016 school year, Bargaining Unit Members who continue employment with Civitas from year to year shall have their salary in accordance with the salary chart in Appendix F. For the subsequent years of the contract, Bargaining Unit Members who continue employment with Civitas from year to year shall have their salary set in accordance with the factors shown below.

<table>
<thead>
<tr>
<th>CPS Funding Level</th>
<th>Guaranteed Increase applied to prior year's salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Increase Greater than 5%</td>
<td>3.25%</td>
</tr>
<tr>
<td>Increase 3.01%-5%</td>
<td>2.75%</td>
</tr>
<tr>
<td>Increase 0% to 3.0%</td>
<td>2.25%</td>
</tr>
<tr>
<td>Decrease from -0.01% to -2.9%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Decrease &gt; 3.0%</td>
<td>0.50%</td>
</tr>
</tbody>
</table>

The “per pupil funding increase” is the amount of increase in the combined Chicago Public Schools SBB and Non SBB Base General Education Per Pupil Rate (approved by the Chicago Board of Education) net of the CPS Administration and Pension Fees. For example, elementary school students are funded at a rate of $5,873 in 2011-2012. As of 2012, the “per pupil funding increase” is typically communicated on the basis of a percentage, for example, the funding increase could hypothetically be stated as a 3% increase making the elementary rate $6,049 the next year. If the method of reporting this increase is changed in a manner that does not allow it to be expressed as a percentage as contemplated above, the school and Union shall agree on the percentage that is the effect of the actual method of increase. The Chicago Public Schools typically announces the “per pupil funding increase” in the spring or early summer of each year. The increase shall be communicated to the union in writing promptly upon its receipt by Civitas, including copy of official communication to the school from CPS.
8.2 Starting Salaries: Bargaining unit members new to Civitas 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 Civitas management and may be determined according to relevant teaching experience, content area expertise, or professional licensure. Salaries for new hires which take into account prior years of experience shall not exceed the lowest salary level in place plus $2,000 for a bargaining unit member with the same education and number of total years of experience, including Civitas years of experience. If a position is not filled two weeks before the returning teacher start date, management shall have the right to hire outside of the language above.

<table>
<thead>
<tr>
<th>Bachelor's Degree Member</th>
<th>Master's Degree Member</th>
<th>NBCT or PhD/EdD Degree Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>$44,500</td>
<td>+$2,500</td>
<td>+$3,000</td>
</tr>
</tbody>
</table>

8.3 Relocation Expenses: For candidates who relocate to the Chicago area, Civitas may reimburse relocation expenses up to $5,000.

8.4 Non-Certified Bargaining Unit Members: Any current bargaining unit member whose professional licensure lapses or expires shall be subject to a $5,000 decrease in salary if certification is not renewed by September 1 following the expiration date.

Non-certified Bargaining Unit Members hired by Civitas must attain state-required certification for the initial assignment within two years of their hire date or may 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 and after certification has been updated in the Illinois State Board of Education tracking system. If Civitas changes a member’s assignment to a position for which the member is not certified, the teacher shall not be subject to a reduction in pay or threat of termination and must attain state-required certification within two years of the assignment change.

8.5 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 in the School’s discretion.

8.6 Salary Adjustment Opportunities:

- Master’s Degree Adjustment: Bargaining Unit Members who receive a Master’s degree after beginning employment with Civitas 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 Civitas 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.
• **National Board Certification (NBCT) or PhD/EdD Adjustment:** Bargaining Unit Members who obtain National Board Certification during the Term of this agreement shall have their salaries adjusted by $3,000. The member shall provide official notice of the certification to the Civitas 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.

8.7 **Per Diem Calculation:** A Bargaining Unit Member's daily rate of pay is calculated by dividing the annual base salary by 260 days.

8.8 **Summer School Pay:** The parties agree that the following summer school stipends shall apply for the Term:

- One three-hour class, four weeks (20 days) in length: Teacher stipend: $2250
- One four-hour class, four weeks (20 days) in length: Teacher stipend: $2850

The agreement to take on a summer school class is voluntary on the part of the teacher.

8.9 **Teaching an Additional Class:** The parties agree that in the event a teacher at the Ralph Ellison or the Northtown Academy campus agrees to cover a regularly scheduled additional class, such teacher shall be compensated at the rate of $8,000 annually. Teachers who agree to cover a class for a partial year shall be compensated at a fractional equivalent of the time served based on a fractional equivalent of instructional days.

An “additional class” at the CICS Ralph Ellison Campus and CICS Northtown Campus shall mean a seventh academic period in a work day.

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

8.10 **High Needs Education Reimbursement:** Civitas Schools is interested in supporting Civitas professionals in pursuing further education in our areas of high need. Civitas may offer continuing education reimbursement options in the area of special education and English Language (EL) Endorsement.

- Pursuing an EL Endorsement or a Special Education Certification: Individuals may have up to $1,000 reimbursed annually when pursuing coursework related to either of these courses of study.
- Completion of an EL Endorsement: Individuals may receive a $1,000 stipend annually for up to 3 years (pending continued employment with Civitas Schools) after completion of the State of Illinois assessments, certification and endorsements. Individuals are expected to fill a position relevant to the certification if available. The stipend shall be paid out annually after completion of the first full year through third full year where the individual remains employed by Civitas Schools. Any stipend shall be paid separately rather than compounded into the Bargaining Unit Member’s salary.
- Completion of a Special Education Endorsement: Individuals may receive a $2,000 stipend annually for up to 3 years (pending continued employment with Civitas Schools) after completion of the State of Illinois assessments, certification and endorsements. Individuals are expected to fill a position relevant to the certification if available. The stipend shall be paid out annually after completion of the first full year through third full year where the individual
remains employed by Civitas Schools. Any stipend shall be paid separately rather than compounded into the Bargaining Unit Member’s salary.

Each program shall be limited to a maximum six people organization-wide for the first calendar year of implementation as the organization pilots the program. The size limits shall be revisited after completion of the first year.

The reimbursement process is outlined in the Civitas Schools Policy Manual.

8.11 LONGEVITY BONUS

Bargaining unit members who continue employment with Civitas from year to year shall be eligible for a longevity bonus in pre-determined anniversary years. At the end of the 7th full school year of employment, bargaining unit members in good standing shall receive a $1,000 bonus; at the end of the 10th full year they shall receive a $1,500 bonus; at the end of the 15th full year they shall receive a $2,500 bonus; at the end of the 20th full year they shall receive a $3,000 bonus.

<table>
<thead>
<tr>
<th>Anniversary Year</th>
<th>Bonus Amount</th>
</tr>
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<tbody>
<tr>
<td>7th year</td>
<td>$1,000</td>
</tr>
<tr>
<td>10th year</td>
<td>$1,500</td>
</tr>
<tr>
<td>15th year</td>
<td>$2,500</td>
</tr>
<tr>
<td>20th year</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

The longevity bonus is based on full years of service (employed by October 1). Any bonus shall be paid separately rather than compounded into the Bargaining Unit Member’s salary. The longevity bonus will be paid prior to the conclusion of the anniversary year.

ARTICLE IX. FRINGE BENEFITS

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

- 80% of the employee only premium for healthcare insurance;
- $450 of the monthly premium for employee and children, employee and spouse and employee spouse and children coverage
- 90% 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 after completing 30 days of employment. 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. Civitas 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 Civitas' voluntary retirement savings program, subject to the terms of that plan. Civitas 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. Civitas shall contribute 6.2% of the required 9.0% contribution per member. Bargaining Unit Members shall contribute 2.8% of the required 9.0% contribution per member.

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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 and based upon input from Bargaining Unit Members. Updated job descriptions will be re-distributed to affected members upon completion of revisions. Job descriptions shall define Bargaining Unit Members' responsibilities and delineate lines of authority and reporting relationships.

10.2 **Teacher Schedule Changes:** After September 15, if a teacher's schedule changes in a significant way (i.e. change in content area, grade level or academic level that impacts over 40% of the teacher's course load, the teacher shall be given a five day notice prior to such change taking place. Within the five-day period, the teacher shall receive a minimum of eight (8) additional hours of planning and preparation time.

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 twenty-eight (28) students at the high school level or twenty-nine (29) at the elementary level, there will be a conference between the affected Bargaining Unit Member, Team Leader and Director. Through this dialogue, potential resolutions will be discussed, including without limitation, additional prep time, lower class size in other sections, teacher aide support, reduction of ancillary duties and such other ideas that may present opportunities for resolution. In the event that no resolution is reached, the matter shall be subject to Article XVI 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. At the Wrightwood campus, the director will make every effort to evenly distribute students evenly across sections so that teachers with a class of 29 or more students in one year will not have another class of 29 or more students in the following year. At the Northtown Academy and Ralph Ellison campuses, the director will make every effort to provide lower class sizes in other sections to balance the overall student load per teacher, and to balance class sections. In addition, class rosters shall be shared with all Bargaining Unit Members during the PD days at the start of the school year and a designated window of time no less than 90 minutes will be made available for teachers to bring scheduling concerns and/or issues to a Director or designee for potential resolution prior to the first day of classes.
Throughout the school year, a teacher may request a meeting to bring concerns about roster changes or urgent or emergent issues to their administrator at any time. At this meeting, the teacher and administrator will collaborate to formulate possible solutions to resolve the issues in question. After exhausting all possibilities at the campus level, if the teacher is still not satisfied with the result, s/he may request a meeting with the administrator and the Civitas CEO in an attempt to further resolve the issue.

10.4 **Work Year:** Bargaining Unit Members will work up to two hundred two (202) days, to include up to one hundred ninety two Instructional Days and nine (9) Teacher Professional Development Days, and one (1) parent/teacher conference day. New Bargaining Unit Members, including any prior employees who were hired after October 1, must attend up to an additional two induction Teacher Professional Development Days.

10.5 **Standard Work Day:** Except with regard to meetings required by this Agreement, the standard workday for Bargaining Unit Members shall be eight hours, provided that Bargaining Unit Members shall make themselves reasonably available for short meetings before or after school beyond the standard work day to discuss urgent or emergent issues with School administrators as requested.

10.6 **Required Meetings:** At the School's discretion, Bargaining Unit Members must remain beyond the standard workday for a faculty meeting to discuss urgent, emergent, or important issues for a period of time not to exceed forty-five minutes per meeting a maximum of five times a 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 **School Events:** Each school year, Bargaining Unit Members shall attend up to six important school events that occur outside of the instructional Day. Examples of such events include but are not limited to graduation day, open house, parent-teacher conference, and back-to-school night. To the extent possible, the dates and times of events shall be shared with members prior to the start of each school year by the school and may include events that require attendance by all Bargaining Unit Members as well as other events that may be selected from a closed list developed by the School. If a Bargaining Unit Member has an unavoidable family obligation or an unforeseeable and emergent situation that would prevent attendance at a scheduled event, exceptions to attendance or time of attendance may be made with Director approval. Bargaining unit members who receive a stipend for a school event cannot count participation in the event as one of their six events, except with Director Approval.

10.8 **Parent-Teacher Conference Days:** One parent-teacher conference day per year shall be scheduled each year without student attendance. The schedule for this day shall be:

- Maximum of 90 minutes for a school directed meeting or professional learning session
- Minimum of 90 minutes of teacher-directed work time
- Minimum of 30 minutes for lunch or dinner
- Maximum of 5 hours of conference time
- All conferences shall be completed no later than 8:00 PM

The remaining Parent-Teacher Conference day(s) will be student attendance day(s). The schedule for these days shall be:
• Student Instructional time until 12:00 PM
• Two hours teacher-directed time from 12:00 PM to 2:00 PM
• Maximum of 5 hours of conference time
• All conferences shall be completed no later than 7:00 PM

10.9 Early Dismissal Days for Teachers: The days prior to Thanksgiving, winter break, and spring break shall be scheduled as a half day (noon dismissal) for students and teachers shall be able to leave work fifteen minutes after students are dismissed.

10.10 Lunch: Bargaining Unit Members shall receive 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 while on Campus and during the standard workday.

10.11 Planning Period: Except on partial instructional days, all Bargaining Unit Members shall have a scheduled planning period of not less than forty-five minutes daily that shall be used for classroom and instructional preparation.

10.11.1 At CICS Wrightwood, one planning and preparation periods weekly may be used for collaborative team meetings, department meetings, or another form of professional learning that supports classroom and instructional preparation. If the time is used for department meetings, teachers shall be released from the collaboration period obligations at the conclusion of the agenda. Teachers shall have the option to meet during their prep period during the day or if selected by a unanimous team vote either before or after school at a set time defined by the team and approved by the Team Lead.

Provisional and/or novice and/or associate band Members shall be required to attend no more than one coaching session per week, unless an intervention plan requires additional coaching. Professional band Members shall be required to attend no more than a total of twelve (12) coaching sessions annually excluding meetings for the development of the PGP and unit plan feedback, unless an intervention plan requires additional coaching. The remaining periods may be used for individual teacher directed planning time or a teacher directed activity that supports classroom and instructional preparation. On partial instructional days when teachers are not released early or days when students are released early and teachers do not have individual planning time after students are released, CICS Wrightwood teachers shall have a planning period of thirty minutes per day while students are in session, with the remaining fifteen minutes scheduled in the afternoon after students are released.

10.11.2 At the Ralph Ellison and Northtown Campuses, two planning and preparation meetings weekly may be used for collaborative team meetings that aligns with school-defined expectations for use of collaborative time. Up to two of these planning and preparation periods monthly may be used for administrator led meetings, department meetings, or another form of professional learning that supports classroom and instructional preparation. If the time is used for department meetings, teachers shall be released upon from the collaboration period obligations at the conclusion of the agenda.

Provisional and/or novice and/or associate band Members shall be required to attend no more than one coaching session per week, unless an intervention plan requires
additional coaching. Professional band Members shall be required to attend no more than a total of twelve (12) coaching sessions annually excluding meetings for the development of the PGP and unit plan feedback, unless an intervention plan requires additional coaching. The remaining periods may be used for individual teacher directed planning time or a teacher directed activity that supports classroom and instructional preparation. Additionally, teachers at Northtown Academy and Ralph Ellison shall have a second planning period of not less than thirty minutes per day (or the average on a weekly basis).

10.12 Teaching Load: At the high school level, Bargaining Unit Members shall have a course teaching load not to exceed 72% of their standard work week. Provisional teachers will not be given more than two preps per semester; however if it is necessary for a provisional teacher to have more than two preps then they will be in the same content area. Non-provisional teachers will not be given more than four preps per semester. In the case where the school cannot meet these criteria define above (preps or same content) then there will be a conference between the affected Bargaining Unit Member, Team Leader and Director. Through this dialogue, potential resolutions will be discussed, including without limitation, additional prep time, lower class size sections, additional coaching, planning support, reduction of ancillary duties and such other ideas that may present opportunities for resolution. A prep is defined as the work required to prepare for a class that is unique in content, curriculum or level.

10.13 Job Postings: The School agrees to post any job vacancies on [http://www.applitrack.com/civitas/onlineapp/default.aspx](http://www.applitrack.com/civitas/onlineapp/default.aspx), or other website as identified in the Civitas 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.

10.14 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.

10.15 Professional Development Assurance:

10.15.1 Support for New Teachers: Civitas 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 Civitas Evaluation System and the Danielson Framework for Teaching.

10.15.2 Data Driven Professional Learning for All Teachers: Civitas agrees to utilize multiple data sources such as teacher evaluation outcomes, student performance data, and school performance indicators in order to inform the design of a strong professional learning community. The professional learning opportunities that are informed by data include collaborative teams, instructional coaching, mentoring, and professional
development. Input from relevant committees and bargaining unit members will be considered in the design of professional learning and professional development.

10.16 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 Civitas 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.

10.17 Intellectual Property: Upon separation from Civitas, Bargaining Unit Members have the right to take and use any lesson plans, unit plans, original curricula, assessments, and all other materials created for use in the classrooms. Civitas may also continue to use these products after the Bargaining Unit Member has separated from the school, but may not profit from the sale of these products to any other entity.

10.18 Special Education Teachers and Social Workers Working Conditions: The parties agree that collaboration between social workers, special education teachers and general education teachers is in the best interest of all students. To facilitate this collaboration, CFT and Civitas agree to the following provisions:

10.18.1 Academic Lab Exclusion: To the extent possible, Ralph Ellison and Northtown Academy special education teachers may be released from an assigned academic lab, to allow additional time to work with students on their caseload and to progress monitor.

10.18.2 Special Educator and Social Worker Release Time: Special Education teachers shall be granted a minimum of six (6) hours per month for IEP preparation or collaboration with general education peers focused on curriculum modifications, differentiated instructional strategies, and assessment/progress monitoring to meet the needs of students with IEPs. Release time may be incorporated into professional development time or by dividing the time into smaller increments during the instructional day (for example, early release days, release of some academic lab periods, time during staff development days, etc.). The Director shall decide how the school can best meet this requirement.

Social workers at Wrightwood shall be granted a minimum of eight (8) hours per month for IEP preparation and collaboration with general education peers focused on curriculum modifications, differentiated instructional strategies, and assessment/progress monitoring to meet the needs of students with IEPs provided that IEP social work minutes are being met as determined by the students' IEPs.

10.18.3 Evaluation Observations for Special Education Teachers: IEP requirements and goal tracking shall be considered when evaluating a special education teacher. To facilitate this process, Civitas shall provide one PD session for all special education teachers devoted to goal tracking or a special education topic of need by the end of the first quarter each school year.

Administrators shall conduct pre-evaluation conferences during which teachers will provide artifacts and documentations to support the curricular and activity decision
indicated on planning documents for the evaluative observation. Administrators
charged with evaluating special education teachers shall be PEL endorsed for special
education or have completed additional training on applying Framework for Teaching
for evaluating teachers of Special Education. The union may provide input on the scope
of this additional training.

10.18.4 Classroom Setup: Special Education teachers, coaches and/or administrators will
collaborate for the best classroom environment to meet the needs of the students
whose primary support occurs in a resource setting.

10.18.5 Assignment: To the extent possible, Special Education teachers shall be given their
teaching assignments for the following school year at the end of the current school year,
with the understanding that assignments may change due to enrollment.

10.18.6 Teacher and Social Worker Consultation: Recognizing that special education teachers
and social workers have unique knowledge and insight into their students’ needs, these
members shall have the opportunity to provide input on student assignments.

10.18.7 Student Discipline: To the extent possible, Special Education teachers and Social
Workers shall be informed of and have the opportunity to provide input into all
disciplinary decisions regarding students on his/her caseload.

10.18.8 ELL Student Responsibilities: Crucial information about ELLs shall be distributed to
classroom teachers within the first week of school or as it becomes available. For each
Bargaining Unit Member, this information shall include student name, ELL proficiency
levels, ACCESS score data, classroom intervention recommendations, and a contact
person for ELL support.

ARTICLE XI. LEAVES

11.1 Paid Time Off: Bargaining Unit Members shall have ten (10) Paid Time Off (PTO) Days per year.
Non-provisional Bargaining Unit Members shall accrue five (5) days of PTO on the first official day
of work of the following school year, and shall accrue the second five (5) days of PTO on
November 15 annually. Provisional Bargaining Unit Members shall accrue one (1) day of PTO time
on the first official day of work of the following school year, four (4) days of PTO time on
September 15, and shall accrue the second five (5) days of PTO on November 15. PTO days may
be used in increments of four (4) or eight (8) hours.

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 hours which is the equivalent of sixty 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 Civitas Schools.

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. Upon separation from employment with the school for any reason, any accumulated and unused sick leave days shall not be paid out but instead shall be reported to the pension system.

11.2 CPTF Time Reporting: 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 CPTF 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.

11.3 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 (15). Such black-out days shall be set each year by management and communicated to staff via the annual school calendar and in Paycom.

11.3.1 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.

11.4 Attendance Incentives: Civitas highly values good attendance of Bargaining Unit Members to advance its mission. As such, in order to reward high levels of attendance, Civitas will offer a 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.

11.5 **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.

11.6 **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, Civitas-registered domestic partner, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather or grandchild.

**ARTICLE XII. SAFETY**

12.1 The School commits to ensuring a safe and healthy work environment for all of its employees.

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, in a reasonable time period which reflects the urgency of the situation.

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 discipline up to and including expulsion.

**ARTICLE XIII. EVALUATION**

**Evaluation:** A Bargaining Unit Member shall be evaluated pursuant to the Teacher Evaluation System attached as Appendix E(1) and the Non-Teacher Educator Evaluation System attached as Appendix E (2). Additional information and documents utilized in the Evaluation Systems can be found in the Civitas 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, a representative of CFT may have access to the Civitas 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 Civitas prior to the employee's first day of employment with Civitas. Civitas shall grant access to the Bargaining Unit Member within 10 days of the request. 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 Civitas at the Civitas central office. Any material 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:** 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 Civitas 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 15. The decision to retain the teacher in this category (Provisional Plus) shall be the director's decision and shall be communicated on or before May 1. The Union shall be notified of any such decision and shall receive a copy of the intervention plan.

15.2 **Professional Conduct:** All Bargaining Unit Members are expected to act as professionals in alignment with the School's Mission and purpose.

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.
15.3.5 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

16.1 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 CFT.

16.2 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.
16.3 **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.

16.4 **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.

16.5 **Resolution Level 2**: If the Grievance is not resolved, any Party may appeal to the Civitas 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.

16.6 **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, slowdown, or any other work stoppage, and CFT shall not instigate, encourage or condone the same, and the School agrees that it shall not lockout the employees.

17.2 **Successor:** Civitas 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 day of Dec. 2, 2015.

CIVITAS SCHOOLS, LLC

BY: ____________________________

ITS: CEO

CIVITAS FEDERATION OF TEACHERS, C-ACTS, LOCAL 4343, IFT-AFT, AFL-CIO

BY: ____________________________

ITS: PRESIDENT
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: EXTRACURRICULAR PAY 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 interscholastic 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.

Conditions:
- Teams must have a minimum of 8 participants:
- Teams must have a minimum of 15 participants to have an assistant coach;
- Participants will be counted prior to the first officially scheduled game;
- 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; when the team reaches a minimum of eight (8) participants, the members may split the head coach’s stipend, when the team reaches a minimum of fifteen (15) participants, the members may split both the head and assistant coaches’ stipends; and
- Coaches are limited to one stipend per sport and team

Tier 1 Athletics and Extra Curriculars:

Varsity:
Coach: $3,000
Assistant Coaches: $1,500
Includes: Flag/tackle football, Soccer, Volleyball, Baseball, Softball, Basketball, Debate

Junior Varsity:
Coach: $2,100
Asst. Coach: $1,050
Includes: Flag/tackle football, Volleyball, Baseball, Softball, Basketball

Tier 2 Athletics & Extra Curriculars:

Varsity:
Coach: $1,600
Asst. Coach: $800
Includes: Cross Country, Track & Field, and Tennis

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: $1,000

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: $500

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).

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.

Stipend: $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.

Stipend: $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.
Stipend: $500

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

Civitas Federation of Teachers, C-ACTS Local 4343

GRIEVANCE FORM

GRIEVANT(S): __________________________
GRIEVANCE #: ________________________
DATE SUBMITTED
TO MANAGEMENT: _____________________

CONTRACT ARTICLES & SECTIONS VIOLATED

<table>
<thead>
<tr>
<th>Article:</th>
<th>Section:</th>
<th>Article:</th>
<th>Section:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Others:</td>
<td>Others:</td>
<td>Others:</td>
<td>Others:</td>
</tr>
</tbody>
</table>

and any and all other Articles and Sections which apply.

STATEMENT OF GRIEVANCE:

UNION’S CONTENTION:

REMEDY:

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

GRIEVANT’S / UNION PRESIDENT’S SIGNATURE:

________________________________________ Date: ________________

GRIEVANT’S REPRESENTATIVE:

________________________________________ Date: ________________

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

Date Received by Administrator: ________________
APPENDIX E (1): TEACHER PERFORMANCE EVALUATION

A. DEFINITIONS AND DOCUMENTS

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

- Metric 1 Instructional Practice – Evaluative Observations and Walkthroughs
- Metric 2 Unit Planning and Preparation
- Metric 3 School Performance
- Metric 4 Student Growth

"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 focused on Domains 2 and 3 and a limited number of elements of Domain 1 from the Framework for Teaching. Domains 2 and 3 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.

"Student Growth" is a spring to spring measurement of average student growth on pre-determined assessments over the last two years.

"Intervention Plan" means a formal process to define areas for development and a plan for improvement for teachers who are identified as struggling to meet Civitas expectations. Such plan shall be implemented in accordance with Section F and may also be used in the Teacher's evaluation.

"Administrator" means an individual who is trained in the "Civitas Evaluation System" using the modified Charlotte Danielson Framework for Teaching. Evaluation of Teachers shall be done by such a qualified individual.

"Instructional Coach" means a Civitas employee assigned to teacher coaching.

"Joint Committee" means a committee comprised of an equal number of Bargaining Unit Members and Civitas Management/Civitas Education Partners who will meet annually to confer and then report to Bargaining Unit Members on the following topics:

1. 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.

2. Measures of Student Growth
3. Continual review and update of the Civitas Evaluation Handbook and/or documents
4. Lesson Plan/Unit Plan documentation and submission to management
5. Evaluation Frameworks and metric 4 criteria for non-teaching positions

The committee will vote on all changes to the Civitas evaluation process, with the understanding that in the event of a tie vote, Civitas Management shall be the final decision-maker on measures of school performance, rubrics for walk-throughs, and submission of lesson plans and Unit Plans upon consideration of input from the Joint Committee.

“Type 2 Assessment” means an assessment developed or adopted and approved by Civitas and used on a Civitas-wide or Campus-wide basis that is given by all teachers in a given grade or subject area. Examples include collaboratively developed common assessments, curriculum tests, assessments designed by textbook companies.

“Type 3 Assessment” means an assessment that is rigorous, aligned with the course’s curriculum, and that the evaluator and teacher determine measures student learning. Examples include teacher-created assessments, assessments of student performance developed in alignment with Civitas Curriculum, student portfolios, or other assessments agreed upon by the teacher and evaluator.

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 Civitas 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) Form N—"Annual Summative Conference": Used by Civitas to verify that a Bargaining Unit Member's performance "Exceeds," "Meets," or "Does Not Meet" Civitas' 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, Civitas 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. Evaluative observations and walkthroughs shall not be conducted by a bargaining unit member’s instructional coach.

Instructional coaches shall have access to all evaluation documents for bargaining unit members on their coaching caseload. 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 with a minimum of five school days’ notice of any evaluative event.

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, and 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, but is not intended to be used as an evaluative tool. 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, Bargaining Unit Members who are provisional and/or teachers in the novice band have two announced evaluative observations and three walkthroughs. Provisional and/or novice band Members shall be required to attend no more than one coaching session per week, unless an intervention plan requires additional coaching.

Bargaining Unit Members in the associate band have one announced evaluative observation each school year and three walk-throughs. Associate band Members shall be required to attend no more than one coaching session per week, unless an intervention plan requires additional coaching.

Bargaining Unit Members in the professional band will rotate between Year A and Year B. Bargaining Unit Members in Year A will have one announced evaluative observation and three
walk-throughs. Bargaining Unit Members in Year B will have no evaluative observations and three walk-throughs. Professional band Members shall be required to attend no more than a total of twelve (12) coaching sessions annually excluding meetings for the development of the PGP and unit plan feedback, unless an intervention plan requires additional coaching.

D.2 General Conference Parameters:
The evaluator will inform the teacher of the dates of the pre-conference, the evaluative observation, and the post-observation conference. If the teacher has a concern or conflict with the suggested dates, s/he may request in writing alternative dates, with the understanding that management will have the final say.

All evaluative observations are announced and will include a pre-observation and post-observation conference. No evaluative observations shall be executed on a partial instruction day. No evaluative events shall be executed on the first day a teacher returns from a leave of absence (i.e. FMLA, bereavement, extended sick leave of more than three days) or on the days before or after winter break or spring break.

D.3 Pre-Observation Conference Parameters:
The evaluator will schedule the pre-observation conference no earlier than five school days before the observation.

The teacher will be expected to provide and lesson plan for the lesson to be observed. The teacher is welcome to provide any other documents related to the lesson at this time.

Teachers at all Civitas schools shall use the medium defined by the Joint Committee to upload lesson plans throughout the year and are not required to use the CLI system for this purpose. Lesson plans shall only be required to contain standards, objectives, assessments, activities, and resources used.

D.4 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 legible notes/script of the lesson.

D.5 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.6 Observation and Recordings of Teachers' Activities
No person or agency shall videotape, record or photograph classroom proceedings for evaluation purposes without the consent of the Teacher.

D.7 Walkthrough Observations
A walkthrough observation means a short (between 10-20 minutes) or longer classroom visit by an administrator focused on Domains 2 and 3 and a limited number of elements of Domain 1 from the Framework for Teaching and could be limited to certain elements of those domains 2 and 3 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. UNIT PLANNING

Teachers are expected to develop unit plans and assessments to guide instruction focused on essential ideas and/or concepts. Unit plans are submitted for summative evaluation purposes once per quarter to be evaluated by administration. Units shall be evaluated using a unit planning rubric. Feedback is provided to the teacher and the teacher shall have the opportunity to update and improve the unit plan prior to receiving an evaluative rating for the quarter.

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. STUDENT GROWTH

Teachers will be evaluated on their ability to drive student growth. Growth will be measured by criteria discussed by the "Joint Committee" and defined by Civitas Schools.

Student growth results shall be stated in the average for all students assigned to a teacher in defined assessment areas. The method of determining which tests will be applied to each teacher and how the average is computed for each teacher shall be recommended by the Joint Committee annually. Students not rostered in classes by October 1 shall not be included in the average. Student growth target ratings shall be in accordance with the following chart:

CICS Wrightwood Student Growth Targets – Class Average and/or Combined Class Average
<table>
<thead>
<tr>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Math</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
</tr>
<tr>
<td>Reading</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
</tr>
<tr>
<td>Science</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
</tr>
</tbody>
</table>

CICS High School Growth Targets

<table>
<thead>
<tr>
<th>All Content</th>
<th>Unsatisfactory</th>
<th>Basic</th>
<th>Proficient</th>
<th>Distinguished</th>
</tr>
</thead>
<tbody>
<tr>
<td>Freshman</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
<td>105% of the Growth Target Achieved</td>
</tr>
<tr>
<td>Sophomores</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
<td>105% of the Growth Target Achieved</td>
</tr>
<tr>
<td>Juniors</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
<td>105% of the Growth Target Achieved</td>
</tr>
<tr>
<td>Seniors</td>
<td>Less than 80% of the Growth Target</td>
<td>80% of the Growth Target Achieved</td>
<td>95% of the Growth Target Achieved</td>
<td>105% of the Growth Target Achieved</td>
</tr>
</tbody>
</table>

G.1 Bargaining Unit Members in Non-Assessed Areas

Any bargaining unit member who has a teaching assignment that is not aligned with student growth targets measured announced after the Joint Committee meeting shall administer an approved Type II or Type III assessment to be given at the beginning of the year (prior to October 1) and end of year/course (after May 1 if a yearlong course) to determine student growth. Growth targets for Type II or Type III assessments are determined by the Director and
teacher collaboratively. The assessment and growth targets must be approved by the Campus Director or Director of High School Curriculum by September 30.

H. INTERVENTION PLANS

Following each Post Observation Evaluation Conference, an Intervention Plan is required for:

1. Bargaining Unit Members who receive an "Unsatisfactory" in one or more domains of the Danielson Framework for Teaching Rubric during an evaluative observation or Domain 2 or 3 from an evaluative walk-through.

2. Bargaining Unit Members who receive an "Unsatisfactory" or "Basic" in Domain 2 over two consecutive evaluative events or in Domain 3 over two consecutive evaluative events whether they occur in the same work year or the same calendar year.

3. Bargaining Unit Members who received a "Provisional Plus" rating during the previous school year’s summative conference.

When a Bargaining Unit Member is placed on intervention status in accordance with Sections F.1, 2 or 3 above, an Intervention Plan shall be put into place within thirty days. This Intervention Plan shall address areas of concern, a schedule for continued observation and feedback, recommendations, and responsibilities for the Bargaining Unit Member and Civitas. As an additional resource, CFT shall provide a bargaining unit member with a consulting teacher to assist him/her by mentoring in the areas of concern to be addressed. Participants in the development of such an Intervention Plan include the Bargaining Unit Member, evaluating Administrator, and the Instructional Coach. The Intervention Plan may be amended as necessary by the Administrator with notice to the Bargaining Unit Member. The written Intervention Plan should be dated and signed by all participants. If an Intervention Plan is assigned to a Bargaining Unit Member for any reason, one copy shall be placed in the Bargaining Unit Member’s personnel file and one copy sent to the President of the Union. The Intervention Plan is to be implemented for up to three months, depending on the circumstances with notice to the Bargaining Unit Member. At the end of the Intervention Plan, a meeting shall occur between the Member, Director, Instructional Coach and Consulting Teacher. At this meeting, the director shall review the plan progress and as appropriate, recommend further remediation or closure of the current plan.

I. CONSULTING TEACHER

1. A Bargaining Unit Member shall be eligible to work as a Consulting Teacher provided the Bargaining Unit Member is in the associate or professional band and does not have a "provisional plus" status.
2. Consulting Teacher shall receive release time (with class coverage provided as necessary not to exceed more than 30 minutes per week or an equivalent amount of time unless agreed upon by the school leader), schedule to be worked out as part of any Intervention Plan or at the time the Consulting Teacher is selected) to perform his/her duty as a Consulting Teacher, but shall not be entitled to any additional compensation for such services.

3. The Consulting Teacher shall not be compelled by Civitas, any Bargaining Unit Member, or CFT to participate in any dismissal hearing.

J. CALCULATING SUMMATIVE EVALUATIVE RATINGS

Bargaining Unit Members’ summative rating shall be calculated using the following weights in the metrics during the term of this contract:

<table>
<thead>
<tr>
<th>Metric 1: Instructional Practice</th>
<th>School Year 2016</th>
<th>School Years 2017, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Metric 2: Unit Planning</td>
<td>15%</td>
<td>15%</td>
</tr>
<tr>
<td>Metric 3: School Performance</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Metric 4: Student Growth (Spring to Spring)</td>
<td>0%</td>
<td>5% pending approval of all type 2/type 3 assessments</td>
</tr>
</tbody>
</table>

The specifics of student growth tools and metrics for general education and special education students are decided by the Joint Committee and are included in the Civitas Evaluation Handbook which is published annually.

K. ANNUAL SUMMATIVE EVALUATION CONFERENCE

An Annual Summative Evaluation Conference occurs no later than May 1 of each school year. At this conference the teacher and administrator will review performance feedback given to date. In addition, progress on school growth metrics to date will be shared with the teacher.

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).
At the conference, the Administrator's decision to recommend retain or dismiss the member and the member's band movement, if applicable, will be communicated. Upon receipt of the final ratings worksheet, members in the novice band who earn a summative evaluative ratings score of 2.7 or higher shall move to the associate band. Members in the associate band who earn an average of two consecutive years of summative evaluative ratings of 3.5 or higher shall move to the professional band.

L. PERSONNEL FILE COPY

A copy of Form N: "Annual Summative Evaluation" and the summative ratings worksheet any attached written rebuttal shall be placed in the Teacher's personnel file.

M. EXTENUATING CIRCUMSTANCES

The parties agree that certain extenuating circumstances may require that the deadlines, goals and processes contemplated by this Evaluation process be altered, including as follows:

1. In the event of any emergency or safety concern, deadlines set forth in this Evaluation policy shall be extended provided that the party who misses a deadline provides prompt notice of its inability to meet the deadline and complies as promptly as circumstances allow.

2. The Bargaining Unit Member, CFT and Civitas may waive any deadline set forth above without setting a precedent if they determine that such waiver will serve the interests of the parties involved.

3. In the event that any Bargaining Unit Member commits a serious act of misconduct or insubordination, the procedures set forth above may be suspended by Civitas if it determines that these procedures are not in the best interests of Civitas' mission and its students. Any such determination to suspend the procedures set forth in this Evaluation procedure must be promptly provided to CFT and the Bargaining Unit Member in writing and shall be subject to the parties' grievance procedure in their Agreement.
APPENDIX E(2): NON-TEACHING EDUCATOR (NTE) PERFORMANCE EVALUATION

A. DEFINITIONS AND DOCUMENTS

For the purposes of this evaluation process, Non-Teaching Educator (NTE) shall include counselors and Student Success Coordinators, social workers, and librarians.

“Evaluation” means the process of assessing the professional development and performance of NTEs. “Evaluation” consists of assessing the following metrics:

- Metric 1 Goal Setting
- Metric 2 Job-Related Observations
- Metric 3 School Performance
- Metric 4 Student Growth

“Goal setting” means the process of setting and attaining professional growth plan goals. Goal setting is defined during the first evaluative meeting of the year, and reexamined during the third evaluative meeting of the year.

“Job-related observation” means an announced visit that captures the non-teaching bargaining unit member’s delivery of service in a previously defined area related to their specialty. This has included: 1.) an IEP meeting, re-evaluation eligibility determination, another event representative of the social worker’s work that does not conflict with student confidentiality for Social Workers, 2.) an announced visit to a student counseling session for Counselors and Student Success Coordinators, 3.) an announced visit to the library for Librarians. The observation is followed by a post-conference and a formal write-up summarizing performance.

“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.

“Student Growth” shall mean a defined measure that is aligned with the non-teacher member’s area of work that contributes to school and student success.

“Evaluative meeting” shall mean the first evaluative meeting of the year to determine goals, the second evaluative meeting to discuss the job-related observation, or the third evaluative meeting to review goals established at the start of the school year. The NTE will collect and bring data and artifacts as evidence of progress toward goal.

“Non-Teaching Educator Evaluator” means an individual who is trained in the "Civitas Evaluation System" using the designated framework and has specific knowledge of social work, college counseling and/or library science. Evaluation of NTEs shall be done by the director or director designee. Team leads shall not serve as Evaluators.
“Joint Committee” means a committee comprised of an equal number of Bargaining Unit Members and Civitas Management/Civitas Education Partners who will meet annually to confer and then report to Bargaining Unit Members on the following topics:

1. 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
2. Measures of Student Growth
3. Continual review and update of the Civitas Evaluation Handbook and/or documents
4. Lesson Plan/Unit Plan documentation and submission to management
5. Evaluation Frameworks and metric 4 criteria for NTE positions

The committee will vote on all changes to the Civitas evaluation process, with the understanding that in the event of a tie vote, Civitas Management shall be the final decision-maker on measures of school performance, rubrics for walk-throughs, and submission of lesson plans and Unit Plans 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 evaluator and is intended to be non-evaluative.
2) Growth Plan ("GP"):: Developed by the Bargaining Unit Member in conjunction with his/her evaluator; plan sets annual individual goals rooted in self-assessment, student data, school goals, personal professional growth objectives and the Danielson framework or NACAC (for counselors). To be completed by NTEs each school year.
3) Form G—"Evaluative Observation Summary": For Civitas to use in conducting evaluative observations of Bargaining Unit Members as part of the evaluation process.
4) Form D—"Reflection": For Bargaining Unit Members to use to facilitate reflection on the observation and contribute to professional learning.
5) Form N—"Annual Summative Conference": Used by Civitas to verify that a Bargaining Unit Member's performance "Exceeds," "Meets," or "Does Not Meet" Civitas' 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, Civitas shall provide NTEs with the evaluation procedures, criteria/standards, rubrics and evaluation instrument to be used, and the Evaluator evaluating the Member. Each NTE shall be provided with a copy of the evaluation handbook.

If an NTE’s Evaluator changes, the Member shall be informed in writing as to who the person completing the evaluative meetings will be with a minimum of five school days’ notice of any evaluative meeting.
C. SELF-ASSESSMENT OF PRACTICE AND THE GROWTH PLAN (GP)

All NTEs will do a self-assessment of their practice on the rubric used for their evaluation. Their professional goals and their plans to reach those goals will be presented at the first evaluative meeting and will be called their Growth Plan (GP). The plan and goals are designed for one year and are intended to guide improved performance, which ultimately results in improved student outcomes, but is not intended to be used as an evaluative tool. The Growth Plan will be designed collaboratively with the Evaluator and must be approved by the Director. Either the goal(s) or the plan itself may be modified collaboratively by the NTE and evaluator as needed. Self-reflection and collaboration between NTEs and/or Evaluators are essential elements for this professional growth experience.

D. MEETINGS AND PROFESSIONAL PRACTICE

D.1 Yearly Meetings

NTEs will have three meetings per year with their Evaluator and/or Director with one meeting being the pre/post cycle focused on the mid-year delivery of service observation. At the fall meeting, the Evaluator and the NTE will review and agree upon the GP and the NTE’s student growth project for the year in alignment with the goals set by the Joint Committee. The mid-year meeting will consist of a pre-conference, job-related observation, and a post-conference. The post-conference will not involve examining the Bargaining Member’s two-week calendar if the member is in the Professional Band. The end-of-year meeting will consist of a review of the GP and a reflection of goal progress for the year. The NTE will have an end of year summative evaluation conference as well. There will at least one month between consecutive conferences.

D.2 Frequency of Evaluative Observations

Absent extraordinary circumstances, NTEs will have one announced evaluative observation mid-year, which shall include a pre-conference and a post conference.

D.3 General Conference Parameters:
The evaluator will inform the NTE of the dates of the pre-conference, the evaluative observation, and the post-observation conference. If the NTE has a concern or conflict with the suggested dates, s/he may request in writing alternative dates, with the understanding that management will have the final say.

No evaluative observations shall be executed on a partial instruction day. No evaluative events shall be executed on the first day a NTE returns from a leave of absence (i.e. FMLA, bereavement, extended sick leave of more than three days) or on the days before or after winter break or spring break.

D.4 Pre-Observation Conference Parameters:
The evaluator will schedule the pre-observation conference no earlier than five school days before the observation.
D.5 Observation Parameters:
The observer will stay for a minimum of 20 minutes and within 24 hours of the observation, provide the NTE with legible notes/script feedback from the observation.

D.6 Post-Observation Conference Parameters:
The observer will schedule and conduct the post-observation conference within five school days of the completion of the observation.

The observer shall complete the Form G—Evaluative Observation Summary and the NTE shall complete the Form D—Reflection 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 professional development opportunities with the NTE.

D.7 Observation and Recordings of NTE’s Activities
No person or agency shall videotape, record or photograph proceedings for evaluation purposes without the consent of the NTE.

E. 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.

F. STUDENT GROWTH

NTEs will be evaluated on their ability to drive student growth as defined for each NTE job classification. Growth will be measured by the following criteria:

F.1 Social Workers
Distinguished = Meets 100% of case load minutes and completes a social work project
Proficient = Meets 100% of case load minutes
Basic = meets 90-99% of case load minutes
Unsatisfactory = meeting less than 90% of case load minutes

F.2 Librarians
Librarians will be evaluated on EPAS reading growth of students in 9th, 10th, and 11th grade. The growth scores used to determine ratings for this metric will be the same as the reading growth goals for English and Social Studies teachers.

If teachers are no longer evaluated on EPAS growth, then the Joint Committee will determine a new way to measure student growth for librarians as well.
F.3 Counselors
Guidance counselors have 3 yearly goals:
   1. 4-year non-profit college/university acceptance target = 80%
   2. FAFSA completion using estimates by Jan 30th target = 90%
   3. FAFSA completion using correct tax year by Mar 1st target = 75%
Distinguished = meets all three goals
Proficient = meets two goals
Basic = meets one goal
Unsatisfactory = meets no goals

G. INTERVENTION PLANS

G1 Intervention Plans for Social Workers and Librarians
Following each Post Observation Evaluation Conference, an Intervention Plan is required for social workers or librarians:
   1. who receive an "Unsatisfactory" in one or more domains of the Danielson Framework for Teaching Rubric during an evaluative observation or Domain 2 or 3 from an evaluative walk-through.
   2. who receive a "Basic" in Domain 2 over two consecutive evaluative events or in Domain 3 over two consecutive evaluative events whether they occur in the same work year or the same calendar year.
   3. who received a "Provisional Plus" rating during the previous school year’s summative conference.

G2 Intervention Plans for College Counselors
Following each Post Observation Evaluation Conference, an Intervention Plan is required for counselors (and Student Success Coordinators):
   1. who receive an "Unsatisfactory" in two or more standards of the NACAC Rubric during an evaluative observation or Domain 2 or 3 from an evaluative walk-through.
   2. who receive a "Basic" in three standards over two consecutive evaluative events whether they occur in the same work year or the same calendar year.
   3. who received a "Provisional Plus" rating during the previous school year’s summative conference.
When a Bargaining Unit Member is placed on intervention status, an Intervention Plan shall be put into place within thirty days. This Intervention Plan shall address areas of concern, a schedule for continued observation and feedback, recommendations, and responsibilities for the Bargaining Unit Member and Civitas. Participants in the development of such an Intervention Plan include the Bargaining Unit Member, Evaluator, and the Director. The Intervention Plan may be amended as necessary by the Evaluator with notice to the Bargaining Unit Member. The written Intervention Plan should be dated and signed by all participants. If an Intervention Plan is assigned to a Bargaining Unit Member for any reason, one copy shall be placed in the Bargaining Unit Member’s personnel file and one copy sent to the President of the Union. The Intervention Plan is to be implemented for up to three months, depending on the circumstances with notice to the Bargaining Unit Member. At the end of the Intervention Plan, a meeting shall occur between the Member, Director, and Evaluator. At this meeting, the Director shall review the plan progress and as appropriate, recommend further remediation or closure of the current plan.

H. CALCULATING SUMMATIVE EVALUATIVE RATINGS

Bargaining Unit Members’ summative rating shall be calculated using the following weights in the metrics during the term of this contract:

<table>
<thead>
<tr>
<th>Metric 1: Goal Setting</th>
<th>School Year 2016</th>
<th>School Years 2017, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>45%</td>
<td>45%</td>
</tr>
<tr>
<td>Metric 2: Job-Related Observation</td>
<td>40%</td>
<td>40%</td>
</tr>
<tr>
<td>Metric 3: School Performance</td>
<td>10%</td>
<td>10%</td>
</tr>
<tr>
<td>Metric 4: Student Growth</td>
<td>5%</td>
<td>5%</td>
</tr>
</tbody>
</table>

I. ANNUAL SUMMATIVE EVALUATION CONFERENCE

An Annual Summative Evaluation Conference occurs no later than May 1 of each school year. At this conference the NTE and administrator will review performance feedback given to date. In addition, progress on school growth metrics to date will be shared with the NTE.

At the Conference, the NTE will be presented with the “Annual Summative Evaluation” (Form N). The NTE is responsible for submitting to their immediate administrator a signed and dated copy of the “Annual Summative Evaluation” (Form N). The signature of the NTE 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 NTE is in receipt of a copy of the “Annual Summative Evaluation” (Form N). At the conference, the Administrator’s decision to recommend retain or dismiss the member will be communicated.
J. PERSONNEL FILE COPY

A copy of Form N: "Annual Summative Evaluation" and the summative ratings worksheet any attached written rebuttal shall be placed in the NTE's personnel file.

K. EXTENUATING CIRCUMSTANCES

The parties agree that certain extenuating circumstances may require that the deadlines, goals and processes contemplated by this Evaluation process be altered, including as follows:

1. In the event of any emergency or safety concern, deadlines set forth in this Evaluation policy shall be extended provided that the party who misses a deadline provides prompt notice of its inability to meet the deadline and complies as promptly as circumstances allow.

2. The Bargaining Unit Member, CFT and Civitas may waive any deadline set forth above without setting a precedent if they determine that such waiver will serve the interests of the parties involved.

3. In the event that any Bargaining Unit Member commits a serious act of misconduct or insubordination, the procedures set forth above may be suspended by Civitas if it determines that these procedures are not in the best interests of Civitas' mission and its students. Any such determination to suspend the procedures set forth in this Evaluation procedure must be promptly provided to CFT and the Bargaining Unit Member in writing and shall be subject to the parties' grievance procedure in their Agreement.
### Appendix F - FY2016 Salary Increase Calculations

<table>
<thead>
<tr>
<th>Category</th>
<th>Average Salary</th>
<th>Upper Outlier</th>
<th>Lower Outlier</th>
<th>Avg % Inc</th>
<th>Upper % Inc</th>
<th>Lower % Inc</th>
</tr>
</thead>
<tbody>
<tr>
<td>Members hired from 8/1/2003 to 10/1/2006</td>
<td>$60,335.79</td>
<td>$69,996.37</td>
<td>$50,675.22</td>
<td>6.75%</td>
<td>2.00%</td>
<td>8.75%</td>
</tr>
<tr>
<td>Members hired from 10/2/2006 to 10/1/2010</td>
<td>$54,974.72</td>
<td>$64,909.58</td>
<td>$45,039.86</td>
<td>6.75%</td>
<td>2.00%</td>
<td>8.75%</td>
</tr>
<tr>
<td>Members hired from 10/2/2010 to 10/1/2011</td>
<td>$51,578.09</td>
<td>$52,658.04</td>
<td>$50,498.13</td>
<td>5.00%</td>
<td>2.00%</td>
<td>7.00%</td>
</tr>
<tr>
<td>Members hired from 10/2/2011 to 10/1/2012</td>
<td>$49,432.18</td>
<td>$54,353.66</td>
<td>$44,510.69</td>
<td>3.00%</td>
<td>2.00%</td>
<td>5.00%</td>
</tr>
<tr>
<td>Members hired from 10/2/2012 to 10/1/2013</td>
<td>$47,690.04</td>
<td>$55,216.17</td>
<td>$40,163.90</td>
<td>2.50%</td>
<td>2.00%</td>
<td>4.50%</td>
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<tr>
<td>Members hired from 10/2/2013 to 10/1/2014</td>
<td>$47,604.98</td>
<td>N/A</td>
<td>N/A</td>
<td>1.00%</td>
<td>1.00%</td>
<td>2.00%</td>
</tr>
<tr>
<td>Members hired after 10/2/2014</td>
<td>$48,561.49</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
</tbody>
</table>

Note: Outliers were calculated by: 1) finding the difference between the largest value in a group and the average value. 2) Determining what 75% of that difference was. 3) Taking that 75% and adding it (for upper outliers) or subtracting it (for lower outliers) from the average.