COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

A. COUNCIL OF EDUCATORS, C-ACTS, LOCAL 4343
IFT - AFT / AFL-CIO

AND

ASPIRA INC. OF ILLINOIS

Effective July 1, 2016 through June 30, 2018
# Table of Contents

## ARTICLE I.
**PARTIES AND RECOGNITION**
- 1.1 Parties ............................................................................................... 1
- 1.2 Recognition ....................................................................................... 1

## ARTICLE II.
**DEFINITIONS**
- 2.1.1 “Agreement” .................................................................................. 2
- 2.1.2 “Bargaining Unit Member” .............................................................. 2
- 2.1.3 “Campuses” .................................................................................... 2
- 2.1.4 “Principal” ....................................................................................... 2
- 2.1.5 “Grievance” .................................................................................... 2
- 2.1.6 “Instructional Day(s)” .................................................................... 2
- 2.1.7 “Early Release Day(s)” ................................................................. 2
- 2.1.8 “Parties” ........................................................................................ 2
- 2.1.9 “Provisional Period” .................................................................... 2
- 2.1.10 “Teacher Professional Development Day” ............................... 2
- 2.1.11 “Union” ......................................................................................... 2
- 2.1.12 “Maximum Campus Staffing Ratio” ........................................ 3
- 2.1.13 “Prep” ........................................................................................ 3

## ARTICLE III.
**[RESERVED]** ......................................................................................... 4

## ARTICLE IV.
**DURATION**
- 4.1 Term .................................................................................................. 6
- 4.2 Reopener ............................................................................................ 6

## ARTICLE V.
**ASPIRA’S RIGHTS** ............................................................................ 7

## ARTICLE VI.
**UNION RIGHTS** ............................................................................... 9
- 6.1 Bulletin Boards, E-mail Accounts and Mailboxes ......................... 9
- 6.2 Union Access .................................................................................... 9
- 6.3 Information Sharing .......................................................................... 9
- 6.4 Union Meetings ................................................................................ 9
- 6.5 Union Release Time .......................................................................... 10
- 6.6 Union Leave ..................................................................................... 10
- 6.7 Extended Union Leave .................................................................... 10
ARTICLE VII. WORKING CONDITIONS

7.1 Personnel Policies and Procedures .................................................. 12
7.2 Required Meetings ........................................................................ 12
7.3 Teacher School Year ...................................................................... 12
7.4 Non-Teaching Staff Work Year ...................................................... 12
7.5 Teacher Standard Work Day ......................................................... 13
7.6 Non-Teaching Staff Standard Work Day ....................................... 13
7.7 Teacher Lunch ............................................................................... 13
7.8 Non-Teaching Staff Lunch .............................................................. 13
7.9 Teacher Planning Period ............................................................... 14
7.10 Instructional Periods/Preps ............................................................ 14
7.11 Absences from Work ................................................................. 14
  7.11.1 Sick Leave .............................................................................. 14
  7.11.2 Administrative Leave ............................................................... 15
  7.11.3 Professional Leave ................................................................. 15
  7.11.4 Family and Medical Leave ................................................... 15
  7.11.5 Unpaid Leave ....................................................................... 15
  7.11.6 Jury Duty ............................................................................. 16
  7.11.7 Bereavement Leave ............................................................... 16
  7.11.8 Inclement Weather Leave .................................................... 16
  7.11.9 Educational Leave of Absence .......................................... 16
7.12 Reimbursement ........................................................................ 17
7.13 Mileage Reimbursement .............................................................. 17
7.14 Internal Substitution .................................................................. 17
7.15 Job Descriptions and Positions .................................................. 17
7.16 Class Size .................................................................................. 17
  7.16.1 Adjustment Period ................................................................. 17
  7.16.2 Compensation .................................................................... 18
7.17 Special Education Teachers and Case Managers Working Conditions ... 18
  7.17.1 Planning Period .................................................................. 18
  7.17.2 Planning Days ...................................................................... 18
  7.17.3 Annual Consultation ............................................................. 18
  7.17.4 Lesson Plan Evaluation ........................................................ 18
<table>
<thead>
<tr>
<th>ARTICLE VIII.</th>
<th>PARTICIPATORY COMMITTEES .................................................. 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.1</td>
<td>Participatory Committees .................................................................. 19</td>
</tr>
<tr>
<td>8.1.1</td>
<td>Academic Committee ........................................................................... 19</td>
</tr>
<tr>
<td>8.1.2</td>
<td>School Culture Committee .................................................................. 19</td>
</tr>
<tr>
<td>8.2</td>
<td>Committee Composition ........................................................................ 20</td>
</tr>
<tr>
<td>8.3</td>
<td>Stipend .............................................................................................. 20</td>
</tr>
<tr>
<td>8.4</td>
<td>Commitment of Parties ........................................................................ 20</td>
</tr>
<tr>
<td>ARTICLE IX.</td>
<td>SAFETY .................................................................................................. 21</td>
</tr>
<tr>
<td>9.1</td>
<td>Environment .......................................................................................... 21</td>
</tr>
<tr>
<td>9.2</td>
<td>Written Reports .................................................................................... 21</td>
</tr>
<tr>
<td>9.3</td>
<td>Investigation ....................................................................................... 21</td>
</tr>
<tr>
<td>9.4</td>
<td>Assault .................................................................................................. 21</td>
</tr>
<tr>
<td>9.5</td>
<td>Student Code of Conduct ...................................................................... 21</td>
</tr>
<tr>
<td>9.6</td>
<td>Code Enforcement .................................................................................. 21</td>
</tr>
<tr>
<td>ARTICLE X.</td>
<td>EVALUATION AND DISCIPLINE ............................................................. 22</td>
</tr>
<tr>
<td>10.1</td>
<td>Provisional Period ................................................................................ 22</td>
</tr>
<tr>
<td>10.2</td>
<td>Professional Conduct .......................................................................... 22</td>
</tr>
<tr>
<td>10.3</td>
<td>Teacher Evaluation .............................................................................. 22</td>
</tr>
<tr>
<td>10.3.1</td>
<td>Orientation .......................................................................................... 22</td>
</tr>
<tr>
<td>10.3.2</td>
<td>Professional Goal Setting .................................................................... 22</td>
</tr>
<tr>
<td>10.3.3</td>
<td>Formal Observations ............................................................................ 23</td>
</tr>
<tr>
<td>10.3.4</td>
<td>Teacher Remediation ........................................................................... 24</td>
</tr>
<tr>
<td>10.4</td>
<td>Non-Teaching Staff Evaluation ................................................................ 25</td>
</tr>
<tr>
<td>10.4.1</td>
<td>Orientation .......................................................................................... 25</td>
</tr>
<tr>
<td>10.4.2</td>
<td>Goal Setting ........................................................................................ 25</td>
</tr>
<tr>
<td>10.4.3</td>
<td>Evaluation Process ............................................................................... 25</td>
</tr>
<tr>
<td>10.5</td>
<td>Personnel Files .................................................................................... 26</td>
</tr>
<tr>
<td>10.6</td>
<td>Discipline ............................................................................................ 26</td>
</tr>
<tr>
<td>10.6.1</td>
<td>Verbal warning .................................................................................... 26</td>
</tr>
<tr>
<td>10.6.2</td>
<td>Written warning ................................................................................... 26</td>
</tr>
<tr>
<td>10.6.3</td>
<td>Written warning with, as appropriate, an unpaid suspension .................. 26</td>
</tr>
</tbody>
</table>
10.6.4 Discharge, in writing with a copy provided to the Bargaining Unit Member and to ACE ................................................................. 26
10.7 Skipped Steps ........................................................................... 26
10.8 Handbook .................................................................................. 26
ARTICLE XI. CONFLICT RESOLUTION ........................................... 27
11.1 Communication .......................................................................... 27
11.2 Commitment ............................................................................. 27
11.2.1 Informal Resolution ................................................................. 27
11.2.2 Resolution Level I ................................................................. 27
11.2.3 Resolution Level 2 ................................................................. 28
11.2.4 Arbitration ............................................................................. 28
ARTICLE XII. WAGES AND BENEFITS ............................................ 29
12.1 Salary ....................................................................................... 29
12.1.1 New Hires ............................................................................ 29
12.1.2 Experience Considered ........................................................ 29
12.1.3 Salary Increases .................................................................. 29
12.1.4 Master’s Degree Stipend ...................................................... 29
12.1.5 High Need Signing Bonus .................................................... 29
12.1.6 Salary Data ........................................................................... 30
12.1.7 Paycheck Schedule .............................................................. 30
12.1.8 Per Diem ............................................................................. 30
12.2 Professional Development Commitment ................................... 30
12.3 Overload Stipend ..................................................................... 30
12.4 Benefits .................................................................................... 30
12.4.1 Group Health, Dental and Life Insurance ......................... 30
12.4.2 ACA Compliance ................................................................. 31
12.5 Tuition Reimbursement ........................................................... 32
12.6 Pension Contribution ............................................................... 32
12.7 403B Contribution .................................................................. 32
12.7.1 Non-Instructional Participation ......................................... 33
12.7.2 Employer Match ................................................................. 33
ARTICLE XIII. LAYOFF AND RECALL ........................................ 34
13.1 Notice to Union ........................................................................ 34
ARTICLE XIV. PRESERVATION OF AGREEMENT

14.1 No Strikes or Lockouts.........................................................35
14.2 Successor Clause..............................................................35
14.3 Good Faith Clause.............................................................35
14.4 Savings Clause .................................................................35
ARTICLE I. PARTIES AND RECOGNITION

1.1 Parties:
This Agreement is made and entered into by and between ASPIRA Inc. of IL, which together with its members, managers and administrative staff shall be referred to in this Agreement as “ASPIRA” and its employees’ “A. Council of Educators”, C-ACTS, Local 4343, IFT-AFT/AFL-CIO, the exclusive representative which together with its officers and representatives shall be referred to in this Agreement as “ACE” or the “Union”.

1.2 Recognition:
ASPIRA recognizes ACE as the exclusive collective bargaining representative of all full-time and part-time teachers, counselors, College and Career Counselors, Mentors, and credit recovery facilitators employed by ASPIRA at the ASPIRA Early College located at 3986 West Barry Avenue, Chicago, Illinois 60618, ASPIRA Business and Finance High School located at 2989 N. Milwaukee Ave., Chicago, Illinois 60618, , Antonia Pantoja High School located at 3121 North Pulaski, Chicago, Illinois 60618, and the ASPIRA Haugan Middle School located at 3729 West Leland, Chicago, Illinois 60625, and any other campuses opened by ASPIRA, and excluding all confidential employees, managerial employees, and supervisors as defined by the Illinois Educational Labor Relations Act (the “Bargaining Unit”).

ARTICLE II. DEFINITIONS

2.1 The following definitions shall apply in this Agreement:

2.1.1 “Agreement” means this collective bargaining agreement.

2.1.2 “Bargaining Unit Member” means any employee of ASPIRA who is included in the Bargaining Unit certified by the Illinois Educational Labor Relations Board (the “Board”) on June 1, 2010.

2.1.3 “Campuses” means the four ASPIRA campuses described in the Bargaining Unit, each a “Campus.” Such campuses will not lose recognition in the event they are re-located or undergo a name change.

2.1.4 “Principal” or other title as determined by the Board means the administrative leader 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, and/or ACE that ASPIRA 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 "Early Release Day(s)" means any day(s) when students are released prior to the regular dismissal time.

2.1.8 "Parties" means ACE, its Bargaining Unit Members and ASPIRA.

2.1.9 "Provisional Period" means any Bargaining Unit Member's first complete school year of employment with ASPIRA or second consecutive year if extended. (Defined as the period between the 20th day of the school year, and the last day of the school year, or years if extended, as defined in 7.3 of this Agreement).

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 ACE

2.1.12 "Maximum Campus Staffing Ratio" means 30 students per classroom teacher.

2.1.13 "Prep" means the work required to prepare for a class that is unique in content or curriculum.

ARTICLE III. [RESERVED]

ARTICLE IV. DURATION

4.1 Term: The term of this Agreement ("Term") shall be from July 1, 2016 to June 30, 2018.

4.2 Reopener: Upon mutual agreement of ACE and ASPIRA, 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. ASPIRA'S RIGHTS

5.1 Administration Authority: ASPIRA 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. ASPIRA will exercise its powers and authority and will consider input from Bargaining Unit Members, but all final decisions shall rest with ASPIRA except as explicitly otherwise set forth in this Agreement. For example, ASPIRA expressly reserves the following rights and authority:

5.1.1 To determine the qualifications for employment with ASPIRA;

5.1.2 To hire employees, assign and direct their work, discharge or otherwise discipline employees for cause, promote, demote, transfer, layoff and recall employees;

5.1.3 To promulgate reasonable work rules, policies, procedures and regulations;

5.1.4 To determine ASPIRA’s and each Campus’ mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them;

5.1.5 To take such steps as are necessary or appropriate to fulfill ASPIRA’s contractual obligations and performance to its authorizer, founder and applicable law;

5.1.6 To establish educational policies with respect to admitting, educating students and student academic progress including, without limitation, methods for ensuring the rights and educational opportunities of all students;

5.1.7 To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce except that ASPIRA agrees to take into account performance evaluations in making any such layoff decisions. For similarly certified individuals with the same evaluation rating at the same school, seniority will be the tiebreaker;

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

5.1.9 To operate the Campuses, including moving or modifying facilities;

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

5.1.11 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;

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

5.1.13 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

5.1.14 To take action on any matter in the event of an emergency (as such is deemed an emergency by ASPIRA in its reasonable exercise of judgment).

5.2 The exercise of ASPIRA’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 ASPIRA 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 ACE about whether any such rule is inconsistent with this Agreement may be challenged by ACE under 10.1 of this Agreement.

5.4 ASPIRA retains its right to amend, modify or rescind any work rule, policy and practice referred to in this Agreement in cases of an emergency (as such is deemed an emergency by ASPIRA in its reasonable exercise of judgment) 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 ACE, ASPIRA agrees to thereafter negotiate the modification in a timely manner.

ARTICLE VI. UNION RIGHTS

6.1 Bulletin Boards, E-mail Accounts and Mailboxes:
Authorized agents of ACE can provide official Union notices and information to Bargaining Unit Members via their employee email or mailboxes and ASPIRA agrees to designate a bulletin board in the employee lounge for C-ACTS’ communication of official Union notices and information to Bargaining Unit Members, provided that any material posted shall be
subject to ASPIRA’s general policies (such as those related to non-discrimination, non-harassment, non-disparagement and decorum).

6.2 **Union Access:**
ASPIRA recognizes that authorized agents of ACE may need access to Bargaining Unit Members during non-instructional time within the instructional day. ACE recognizes the need for ASPIRA 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 ACE agree to follow ASPIRA’s visitor policies, including providing twenty-four hour notification and obtaining permission from the Principal (or designee) approval for any visit to an ASPIRA Campus; in return, ASPIRA agrees that authorized agents of ACE will not be unreasonably denied access to its campuses. Visits to any ASPIRA Campus during the instructional day shall not exceed one hour unless otherwise required by law.

6.2.1 Union access as described herein shall comport with the policies and procedures set forth in ASPIRA’s Employee Handbook, including its safety policies and procedures.

6.3 **Information Sharing:**
ASPIRA will notify ACE when posted on-line or shall deliver electronically or in hard copy to the Union president or designee the following informational items: (a) notice of regular or special meetings of ASPIRA’s Board of Directors and/or Executive Committee, the agenda for such meetings and the approved minutes for such meetings; and (b) ASPIRA’s annual budget and year-end financial statements as soon as such documents are approved by the Board of Directors. Such notification shall not be necessary when the regular and announced schedule is posted. ASPIRA will also provide ACE with an employee roster whenever bargaining unit employees are hired.

6.4 **Union Meetings:**
ACE shall have one scheduled thirty-minute period of time four times per year for a Union meeting to be held on each campus during the regular workday.

6.5 **Union Release Time:**
Union officials, as identified by the Union, shall have the right to utilize all or part of their lunch time and class planning period to conduct official Union business, so long as they notify the principal at least one (1) day in advance. Such Union officials may also use all or part of their early morning meeting time and administrative period, if any, to conduct official Union business so long as they request approval from the principal at least one (1) day in advance and so long as the principal approves such a request. Use of any Union release time under this section must not interfere with ASPIRA’s mission or the work
responsibilities of the Union official or any other employee. The principal has full discretion to limit the use of Union release time.

6.6 Union Leave:
The Union shall be entitled to an annual (fiscal year) total of five (5) work days of Union leave, without loss of pay or other leave days, for the purpose of conducting Union business, provided that no more than two (2) employees shall be absent for such purpose on the same date and the Union reimburses ASPIRA for the employee per diem cost for any days in excess of three (3) if substitutes are hired for such days. The Union President shall notify the Principal, or designee, three (3) workdays prior to the use of any such days. Unused Union leave shall not accumulate from year to year. Union leave may be taken in one-half (1/2) day increments.

6.7 Extended Union Leave:
Bargaining Unit Members who have satisfactorily completed their provisional period shall be allowed one extended leave of absence for the purposes of conducting Union business, not to exceed one year. The Bargaining Unit Member on extended leave will be returned to a position in the ASPIRA schools similar in pay and benefits to that vacated upon return from the extended leave, provided notice has been served on ASPIRA sixty (60) days before the end of the previous school year. Only one Bargaining Unit Member may be on extended leave at a time, and the leave must be mutually agreed upon between the Union and ASPIRA.

6.8 6.8 Dues Check Off:
Upon receipt of a specified written check-off authorization form from any Bargaining Unit Member, ASPIRA agrees to deduct from each pay period the applicable monthly dues payment that C-ACTS indicates is required for obtaining and maintaining membership in C-ACTS 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 and as long as the written check-off authorization form is not revoked. C-ACTS 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.

All Bargaining Unit Members must either become members in good standing of the Union and pay the requisite membership dues or refrain from becoming a Union member and pay the pre-determined fair share amount (i.e., become an agency fee payer) within thirty (30) days of this Agreement’s effective date or, in the case of newly hired employees, within thirty (30) days of employment. Agency fee payers whose religion prohibits them from making the requisite fair share payments to the Union may be required to make a commensurate payment to a non-religious charitable organization mutually agreed upon by
such employee and the Union.

**ARTICLE VII. WORKING CONDITIONS**

7.1 **Personnel Policies and Procedures:**
The ASPIRA, Inc. of Illinois Employee Handbook of Personnel Policies and Procedures (the “Employee Handbook”) as well as similar ASPIRA documents shall continue to apply in full to Bargaining Unit Members. However, to the extent that provisions therein are contrary to or inconsistent with this Agreement, such provisions are superseded by this Agreement. The parties agree that when changes to the handbook are considered, a discussion will occur between labor and management prior to such changes being implemented. The parties further agree that all changes to the handbook will be promptly communicated to Bargaining Unit Members. Annually, ASPIRA will provide all Bargaining Unit Members a copy of the Handbook no later than 30 calendar days after the start of the school year. Bargaining Unit Members may be required to sign for the Handbook upon receipt. The copy may be given to the Bargaining Unit Members electronically or in person.

7.2 **Required Meetings:**
Bargaining Unit Members must attend all required meetings held during each campus’s scheduled workday meeting block. During the first and last month of classes, additional meetings may be scheduled as ASPIRA deems necessary. A Bargaining Unit Member’s history of making herself or himself available for such meetings shall be a relevant factor in evaluating his or her performance, provided that any meetings that are scheduled without 48 hours advanced notice will not be considered in those evaluations.

7.3 **Teacher School Year:**
For the 2016-17 school year, the teacher school year shall be 192.5 days for returning teachers and 193.5 days for new teachers. For the 2017-2018 school year, the teacher school year shall be 190 days for returning teachers and 191 days for new teachers. The school year start shall include no more than five (5) non-instructional days for returning teachers and no more than six (6) non-instructional days for new teachers, and the school year end shall include one non-instructional day. The parties agree that the non-instructional days at the start of the school year shall include up to two professional development days and up to three days to be divided between campus collaborative meetings and classroom setup. The division of these days will be determined at each individual campus according to their needs each year.

7.4 **Non-Teaching Staff Work Year:**

7.4.1 The parties agree that all 12-month Non-Teaching Bargaining Unit Members, other
than the College and Career Counselors, and Mentors, will receive the following time off during the year:

(a) Eight (8) holidays: seven (7) aligned with teachers plus Independence Day

(b) Ten (10) Winter break days aligned with teachers

(c) Five (5) Spring break days aligned with teachers

(d) Seven (7) vacation days which accrue after the tenth month of employment each year and which may be used between the last day of attendance and August 1 of each school year

(e) The non-teaching staff will receive the same days off as set forth in Section 7.3 (1.5 for the 2016-2017 school year and 4 days for the 2017-2018 school year) as are accorded off to teaching staff during the academic year, in addition to the other days set forth herein.

7.4.2 College and Career Counselors and Mentors will receive the following time off during the year:

(a) 8 holidays (7 aligned with teachers and Independence Day)

(b) Winter break

(c) Spring break

(d) One week during the summer to be coordinated with the counselor’s principal

(e) 13 PTO days to be used in accordance with the employee handbook

The same days off (1.5 for the 2016-2017 school year and 4 days for the 2017-2018 school year) as are accorded off to teaching staff during the academic year, in addition to the other days set forth herein.

7.5 **Teacher Standard Work Day:**
The standard workday for Bargaining Unit Members shall be seven hours and thirty-five minutes. Bargaining Unit Members must be in their respective classrooms, ready to teach their class at the time designated on the teacher schedule.

ASPIRA Events Bargaining Unit Members shall also attend:

(a) At least two (2) of the scheduled open house nights each school year which is in addition to the regular work day, to be announced by the first day of instruction.

(b) Graduation and report card pick up days, all of which shall be scheduled as modified work days not to exceed (8) hours.

(c) At least two (2) other school and/or community events which support the schools, students, curriculum, programs, or mission of ASPIRA, to be announced by September 30th.

Exceptions to attendance of these events may be made upon the approval of the principal but
shall not be unreasonably denied for commitments that cannot be rescheduled or for illness which prevents a teacher from attending.

7.6 **Non-Teaching Staff Standard Work Day:**
The standard work day for non-teaching Bargaining Unit Members shall be seven hours and thirty-five minutes. The principal will determine the work schedule per the needs of the school.

7.7 **Teacher Lunch:**
Bargaining Unit Members shall receive a lunch break of at least twenty-eight (28) minutes during which they are to be free from ASPIRA job duties, provided that they remain obligated to follow standards of professional responsibility at all times while on Campus and during the standard workday. Teachers shall not be required to punch in and out for the lunch period; however, teachers who intend to leave the building during their lunch break shall sign out and sign in upon their return. Teachers shall sign in and out any time they leave the building.

7.8 **Non-Teaching Staff Lunch:**
Non-teaching Bargaining Unit Members will receive a daily lunch break of at least thirty (30) minutes during which they are to be free from ASPIRA job duties, provided that they remain obligated to follow standards of professional responsibility at all times while on Campus and during the standard workday. Non-teaching Bargaining Unit Members shall sign in and out any time they leave the building.

7.9 **Teacher Planning Period:**
Bargaining Unit Members shall have a scheduled planning period of not less than the regular class period for that day that shall be used for classroom and instructional preparation. This planning period is part of the standard workday. The parties agree that all Bargaining Unit Members shall be given at least one planning period every day of the week.

7.10 **Instructional Periods/Preps:**
ASPIRA shall endeavor to schedule classes based on five instructional periods per day. The parties, however, recognize the importance of ASPIRA maintaining flexibility in determining schedules. If ASPIRA determines a need for a different schedule, it shall have the right to implement such a schedule, consistent with Article 5 ("ASPIRA's Rights"), after discussing the issue with the Union and considering any alternatives. ASPIRA shall endeavor to schedule classes based on five instructional periods per teacher per day with one (but no more than three) prep(s). The parties agree that if teachers at the Pantoja campus are given more than five instructional periods or more than three preps, a discussion will occur with the Union to determine the appropriate additional compensation for that teacher.

7.11 **Absences from Work:**
Bargaining Unit Members shall adhere to the policies and procedures for absences from work, including pursuant to the Family and Medical Leave Act, set forth in ASPIRA’s Employee Handbook.

7.11.1 **Sick Leave:** All full-time Bargaining Unit Members, except College and Career Counselors and Mentors, will earn, for personal illness or medical appointments, sick leave with pay. Sick leave accumulates from year to year and will be reported to the Chicago Teachers’ Pension Fund for service credit upon retirement or separation from ASPIRA. Three (3) days of sick leave accrue on September 30 of each school year and the remaining days accrue at the start of the second semester. Absence for health reasons which may be anticipated (such as planned surgery), should be discussed as far in advance as possible with the principal. Any abuse of the sick leave policy may result in disciplinary action, up to and including discharge. No payment will be made for any unused accrued sick leave when an employee separates from ASPIRA. Sick leave days are awarded as follows:

(a) Provisional employees are awarded seven (7) sick days per year

(b) Non-provisional through year five employees are awarded nine (9) sick days per year

(c) Employees in years six through ten are awarded eleven (11) sick days per year

(d) Employees in year eleven and beyond are awarded twelve (12) sick days per year

7.11.2 **Administrative Leave:** ASPIRA will provide each bargaining unit employee, except College and Career Counselors and Mentors, with three paid administrative leave days to be awarded at the start of each school year. These days are not intended as vacation days, but are intended for use to tend to business and personal matters.

(a) Bargaining unit employees must seek approval in advance from his or her principal before taking a paid administrative leave. Request must be made, in writing, as far in advance as possible, but no later than one week before the leave is to start. In the event an administrative leave day is requested pursuant to a personal emergency, the request must be made to the principal no later than 6:00 a.m. on the day requested.

(b) Unused administrative leave days will be converted to sick days at the end of each year.

7.11.3 **Professional Leave:** In instances where ASPIRA provides professional development for Bargaining Unit Members which occurs during the work day and requires the Member’s absence from job duties, such time shall not be deducted from that Member’s accrued sick or administrative leave time.

7.11.4 **Family and Medical Leave:** ASPIRA provides family and medical leave in
according with the requirements of the Family Medical Leave Act (FMLA). The FMLA provides a means for eligible employees to balance their work and family responsibilities by taking unpaid leave for certain reasons for up to twelve weeks in a twelve-month period of employment. Specific provisions govern the use of FMLA, including, e.g., the use of military family leave, medical certification and notification requirements. Detailed information regarding the FMLA can be found in the ASPIRA employee handbook.

7.11.5 Unpaid Leave: ASPIRA provides employees with leave without pay for extenuating circumstances that are not covered by the FMLA. The principal has the discretion to grant or deny a Bargaining Unit Members' written request for unpaid leave. All accrued paid leave must be exhausted prior to the start of unpaid leave. Although it will endeavor to do so ASPIRA cannot guarantee that employees will be returned to the same or equal job they had prior to their unpaid leave. Special provisions govern the use of unpaid leave, including, e.g. leave request procedure, notice requirements and COBRA entitlement. Detailed information regarding unpaid leave can be found in the ASPIRA employee handbook.

7.11.6 Jury Duty: ASPIRA provides employees with paid leave to report for jury duty or for a court appearance in response to an official summons or subpoena. Specific provisions govern the use of jury duty leave, including, e.g., leave procedures, notice requirements and reimbursement information. Detailed information regarding jury duty leave can be found in the ASPIRA employee handbook.

7.11.7 Bereavement Leave: ASPIRA provides employees with paid leave due to the death of a member of the employee's immediate family which is defined as the employee's spouse, domestic partner, parent, parent-in-law, child, step-child, sibling, grandparent or grandchild. The employee may receive up to three (3) days of paid leave per bereavement event. In the event of exceptional loss or need, sick leave days may be used in addition to the three (3) bereavement days. This arrangement requires the mutual agreement of the Bargaining Unit Member and the principal. Specific provisions govern the use of bereavement leave, including, e.g., leave procedures, notice requirements and the need for supplemental leave. Detailed information regarding bereavement leave can be found in the ASPIRA employee handbook.

7.11.8 Inclement Weather Leave: ASPIRA provides employees with unpaid leave due to inclement weather. Such leave is available when ASPIRA does not close due to inclement weather, but an employee determines that the travel from home to work is hazardous, precluding his/ or her ability to report work. Specific provisions govern the use of inclement weather leave, including, e.g., leave procedures, notice requirements and the option of substituting paid vacation. Detailed information regarding Inclement weather
leave can be found in the ASPIRA employee handbook.

7.11.9 **Educational Leave of Absence:** ASPIRA provides eligible employees with an unpaid educational leave of absence. Specific provisions govern the use of this leave, including, *e.g.*, eligibility requirements, leave procedures and notice requirements. Detailed information regarding educational leaves of absence can be found in the ASPIRA employee handbook. It is within ASPIRA’s discretion to modify and/or discontinue this leave of absence.

7.12 **Reimbursement:**
ASPIRA will reimburse any pre-approved expenses for classroom supplies and materials incurred by any Bargaining Unit Member pursuant to its general policy regarding expense reimbursement as set forth in ASPIRA’s Employee Handbook. A standard pre-approval form which indicates the approval and reimbursement process shall be utilized by all campuses. Approved expenses shall be reimbursed within three weeks of the business office’s timely receipt of required documentation. Bargaining Unit Members are expected to submit standard pre-approved expenses within two weeks of the Member making the purchase in order to be timely. Untimely pre-approved expense requests may take longer than two weeks to be reimbursed.

7.13 **Mileage Reimbursement:**
Bargaining Unit Members required to use their own automobile to travel during their work day or for pre-approved special circumstances shall be reimbursed for the expenses at the current IRS rate.

7.14 **Internal Substitution:**
Internal substitution is defined as one ASPIRA Bargaining Unit Member covering a class or duty for another ASPIRA Bargaining Unit Member in lieu of a planning or lunch period. No Bargaining Unit Member shall be required to perform internal substitution more than two (2) periods per month. However, Bargaining Unit Members may volunteer to substitute more than two (2) periods per month. Whenever a Bargaining Unit Member is required or volunteers to perform internal substitution, he or she shall fill out a time sheet and shall be compensated on the next pay period. Full periods of substitution shall be compensated at the rate of forty ($40.00) dollars. Partial periods of substitution may be compensated at half the rate of full periods of substitution but shall not be compensated at less than twenty ($20.00) dollars. The parties agree that special education teachers in an inclusion class will not be called upon for internal substitution.

7.15 **Job Descriptions and Positions:**
All Bargaining Unit Members will be given a job description. Job descriptions will be reviewed from time to time with input from the Academic Committee. Whenever ASPIRA determines that a new position is necessary, the job description for that position will be shared with ACE and a
decision will be made about the inclusion or exclusion of that position from the Bargaining Unit.

7.16 **Class Size:**
The parties agree that smaller class sizes create better learning environments for students. To that end, the School shall endeavor to maintain a maximum campus staffing ratio of students to one classroom teacher.

7.16.1 **Adjustment Period:** The parties understand and agree that class size may need to be adjusted during the start of each semester, and that the above target should be met by the full enrollment date (the last day of September of the first semester and the 30th calendar day of the second semester).

7.16.2 **Compensation:** If, after the full enrollment date, the aggregate class size for the teacher exceeds the maximum campus staffing ratio, the parties agree that the affected Bargaining Unit Member shall be paid an additional amount of one dollar ($1.00) per student per day for students above the aggregate ratio.

7.17 **Special Education Teachers and Case Managers Working Conditions:**
The parties agree that collaboration between case managers, special education teachers and general education teachers is in the best interest of all students. To facilitate this collaboration, ASPIRA and ACE agree to the following provisions:

7.17.1 **Planning Period:** Case managers will have 3 planning periods and 3 instructional periods per day. The planning period will be no less than the regular class period for that day. This planning period is part of the standard work day.

7.17.2 **Planning Days:** In addition to the scheduled planning period outlined in 7.8, special education teachers and case managers shall be granted one network-wide planning day each semester. Special education teachers and case managers shall be free from all classroom duties on these days, allowing for planning and collaboration at each campus.

7.17.3 **Annual Consultation:** On an annual basis, each special education teacher will consult with the director of special education or principal with regard to classes taught and schedule, taking into account the teacher's preference for either subject- or case load-based scheduling.

7.17.4 **Lesson Plan Evaluation:** For the purpose of lesson plan evaluation, special education teachers and case managers are evaluated on the portions(s) modified by the special education teacher or case manager.
7.18 College and Career Counselors, and Mentors Workers Conditions:

7.18.1 Case Load: The parties agree that smaller caseloads better enable counselors and mentors to develop more personal relationships with students. To that end, the School shall endeavor to maintain a maximum counselor and mentor ratio of one per three hundred students.

7.19 Notice of Resignation or Retirement:

All Bargaining Unit Members shall give written notice of intention to resign or retire at least ten school days prior to the effective date thereof. Employees who elect to resign shall participate in an exit interview with Human Resources prior to leaving work on their last day of employment, or at another time that is mutually agreeable to the departing employee and Human Resources. Failure to provide the requisite notice set forth in this section or refusal to submit to an exit interview will result in a "do not hire" designation and will not be considered for future employment with ASPIRA. Except as otherwise required by law, ASPIRA agrees that if contacted regarding a former bargaining unit member’s employment with ASPIRA, the only information shared will be Bargaining Unit Member’s dates of employment and his/her last position held.

ARTICLE VIII. PARTICIPATORY COMMITTEES

8.1 Participatory Committees:
The Parties agree that participation and workplace collaboration are essential practices in excellent schools. ASPIRA agrees and encourages teacher participation in the decisions that impact its students and learning community. Even though each Principal shall be the final decision-maker at each Campus, the formal basis for participation will occur within the following committees to be established on each Campus by September 30 with the enumerated goals and purposes.

8.1.1 The Academic Committee will make recommendations:

(a) To develop and improve curriculum

(b) Concerning the formal teacher evaluation process

(c) Concerning the selection of appropriate professional development at the beginning of the year and ongoing professional support throughout the year

(d) To develop bell schedules, teacher schedules, student schedules and the ASPIRA calendar

(e) Individual campus members will work as needed during the year on schedule changes at individual campuses.
8.1.2 The School Culture Committee will:

(a) Support the development of a strong family and community involvement in the lives of students at each campus and see to establish external partnerships aligned with each campus’s mission and vision.

(b) Work with administrators to establish and ASPIRA Student Code of Conduct that will include a discipline policy with a PBIS or similar component that contains positive reinforcement and an appeals process for students asked to leave ASPIRA.

(c) Review campus operations that affect Bargaining Unit Members and make recommendations to improve effectiveness of such operations.

(d) Recommend and assess activities and events that will improve school culture for students and teachers.

8.2 Committee Composition:
Each committee will be comprised of two Bargaining Unit Members at each campus (selected by ACE) and any administrators chosen by ASPIRA. The committee will meet during the regular school day and in the summer as needed and will meet no less than once per month during the school year.

8.3 Stipend:
When committees meet outside of the regular school year or work day, ASPIRA will pay a stipend equal to the employees' hourly rate.

8.4 Commitment of Parties:
Both parties agree that staffing of the committees for consistent operation is the intent of this provision and the obligation of each party.

ARTICLE IX. SAFETY

9.1 Environment:
ASPIRA is committed to ensuring a safe and healthy work environment for all of its employees.

9.2 Written Reports:
Bargaining Unit Members are responsible for reporting in writing to their Campus Principal, any allegedly unsafe circumstance, situation or event, including any injury, as soon as possible.

9.3 Investigation:
ASPIRA will investigate any reported unsafe, hazardous, unhealthy or potentially dangerous working condition and shall take necessary steps to have the condition remedied within
a reasonable time period commensurate with the urgency of the situation.

9.4 **Assault:**
Bargaining Unit Members shall immediately report any instance of assault suffered in connection with their employment to the Principal and to local law enforcement. Consistent with its legal obligations under applicable laws, ASPIRA 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.

9.5 **Student Code of Conduct:**
In accordance with 8.1.2, to ensure the safety of all Bargaining Unit Members and students on its Campuses, the School Culture Committee will review and recommend improvements to the CPS Student Code of Conduct. ASPIRA will provide Bargaining Unit Members access to the CPS Student Code of Conduct no later than 30 calendar days after the start of the school year or within 30 calendar days of hire for Members hired after the first day of the school year.

9.6 **Code Enforcement:**
ASPIRA shall enforce the CPS Student Code of Conduct as provided therein, including when a student threatens the safety of a Bargaining Unit Member. The parties shall promptly establish a joint committee to effectuate access to student disciplinary records by a student’s classroom teachers or case load worker.

**ARTICLE X. EVALUATION AND DISCIPLINE**

10.1 **Provisional Period:**
The employment of Bargaining Unit Members in their first full year of employment with ASPIRA shall be provisional and they may be released from employment without cause and in the sole discretion of ASPIRA during this Provisional Period. The provisional period may be extended for one year based on the employee’s evaluation recommendation. The parties agree that, prior to taking any action with regard to provisional employees, ASPIRA will advise the Union of all proposed actions and invite a discussion with Union leaders about such actions.

10.2 **Professional Conduct:**
All Bargaining Unit Members are expected to act as professionals, lead students to academic success, work collaboratively and in a team-oriented fashion, and participate with enthusiasm in furtherance of ASPIRA’s mission and in parent outreach.

10.3 **Teacher Evaluation:**
10.3.1 **Orientation:**

(a) New staff will review the ASPIRA Teacher Evaluation Process with their principal or designee prior to being observed for evaluation. A yearly refresher will be presented during the professional development days at the start of each school year and will include the ASPIRA Teacher Evaluation Process and all relevant forms and rubrics. Staff hired after the start of the school year will receive the Teacher Evaluation Process with relevant forms and rubrics within thirty calendar days of their employment.

(b) It is the expectation of ASPIRA that evaluators will be certified in the ISBE evaluator training program.

(c) ASPIRA shall provide one PD session for all SPED teachers devoted to a special education topic of need by the end of the first quarter of each school year.

10.3.2 **Professional Goal Setting:**

(a) Teachers will self-reflect on their own classroom and professional goals using the Danielson Framework for Teaching. Teachers will establish two goals that are related to their own growth as teachers (Domains 2-3) and one goal related to “Professional Responsibilities” (Domain 4). Teachers will present their goals to their supervisor before meeting with Evaluators, but no later than October 30.

(b) Evaluator(s) will meet with teachers at the beginning of the year, no later than October 30, for a professional goal setting meeting in order to review the goals, taking into account, if available, the previous two evaluations. At this meeting, the teacher and evaluator(s) will identify the tools and assistance needed to meet the goals.

(c) Supervisors will endeavor to make the tools and assistance at their respective schools identified in the professional goal setting meeting available to the teacher.

(d) Domain 4 will be evaluated by April 30 of each school year.

10.3.3 **Formal Observations:**

(a) For non-probationary teachers, at least one (1) formal observation, lasting at least one (1) period, for the purpose of evaluation shall occur each school year. For teachers in remediation, evaluation shall occur consistent with the ASPIRA Teacher Remediation Process outlined in 10.3. For non-probationary teachers who, through the informal observation process, exhibit potential deficiencies warranting a second formal observation, a second formal observation may occur, in consultation with the Union.

(b) For all other teachers, supervisors will conduct two formal observations in a year.
(c) For teachers who receive two observations, the first will be completed by January 31 and the second will be completed by April 30. For a teacher who receives one observation, that observation will be completed by April 30.

(d) A Pre-Observation Conference is mandatory and will be held no less than three (3) days before the observation unless agreed upon otherwise by the teacher. The supervisor and the teacher for the purpose of sharing information and building rapport will jointly set the Pre-Observation Conference. A Pre-Conference Observation Form (PCOF) will be completed by the teacher prior to the conference and sent to the supervisor at least 24 hours in advance of the conference.

(e) All formal observations are prearranged (announced) at least five (5) days in advance. Supervisors will present their written observations via the Formal Observation Feedback Form (FOFF) in advance (within five working days) of the Post-Observation Conference and teachers are encouraged to respond in writing following the Post-Conference if they wish. Teachers will complete the Post Observation Conference Form (POCF) and send it to the supervisor at least 24 hours in advance of the Post-Observation Conference.

(f) The formal purpose of the post-observation conference is to engage in a dialogue about teaching and learning with the intent of enhancing the student experience in the classroom.

(g) The parties agree that informal observations and walk-throughs conducted by the network leadership may occur throughout the year for the purposes of providing feedback to teachers. The parties further agree that any information gathered by the supervisors during an informal observation will be used as part of the formal evaluation process, provided that feedback of the informal observation is given to the teacher in writing within five (5) working days.

(h) Teachers will be placed on remediation if they have three (3) components in any domain marked as unsatisfactory or if they have one (1) component in each of three domains marked as unsatisfactory.

(i) Evaluations shall reflect the array of instructional practices specific to the academic and functional needs of students with disabilities in the observed classroom. Administrators shall conduct pre-evaluation conferences during which SPED teachers will provide IEP documentation and artifacts to support the curricular and activity decision indicated on planning documents for the evaluation observation. Evaluation of SPED teachers in an inclusive setting shall reflect the professional development they have received for the inclusive model and the time given for co-planning with that class general education teacher.
10.3.4 **Teacher Remediation:**

(a) A teacher who is rated unsatisfactory in three (3) components of any one (1) of the four (4) domains of the Danielson Framework for Teaching or in one (1) component in any three (3) domains will be considered for a remediation plan. Discussion of the plan will occur during the post-observation conference.

(b) Remediation plans will be developed by the Principal or designee in consultation with the teacher. The remediation plan will cite the name and position of the formal evaluator. The remediation plan will identify in writing the areas for improvement with targeted outcomes and/or activities which must be completed in order to identify such areas. The formal evaluator may assign other observers in the process, but only the formal evaluator will determine the outcome of the remediation plan. The remediation plan will be developed and in place within ten (10) working days of the decision to place the teacher on a plan.

(c) The remediation plan will be ninety (90) calendar days. During such time, the teacher in remediation will be formally observed three times (approximately every 30 days). These formal observations will follow the standard teacher evaluation process.

(d) At the end of the 90-day remediation period, the teacher will receive a final evaluation. If the remediation plan was not successfully completed, the principal will recommend to the Chief Academic Officer (CAO) that the teacher be released from service.

(e) If requested, the teacher with union representative shall have the opportunity to address the CAO in regard to the recommendation of release from service. The teacher will have ten (10) working days to submit a written request to address the CAO.

10.4 **Non-Teaching Staff Evaluation (Excluding College and Career Counselors and Mentors):**

10.4.1 **Orientation:** New staff will be trained in the ASPIA Staff Evaluation Process prior to being observed for evaluation. A yearly refresher will be presented during the professional development days at the start of each school year and will include the ASPIRA Staff Evaluation Process manual and the Employee Performance Evaluation Form (EPEF).

10.4.2 **Goal Setting:** The immediate supervisor or designee of the non-teaching staff member will meet with the member at the beginning of the year in order to develop a list of priority areas for workshops and professional development. This meeting will take place each year by the last work day in September.

10.4.3 **Evaluation Process:**
(a) Non-teaching staff members will be evaluated by their immediate supervisors using the Employee Performance Evaluation Form (EPEF).

(b) All non-teaching staff members will be evaluated once per year. The evaluation will take place no later than thirty (30) days prior to the end of the school year.

(c) Non-teaching staff members will be given three (3) days advance notice prior to the evaluation date.

(d) To the extent a deficiency is identified in any of the performance areas, a review will be conducted and a directives to improvement memo will be provided to the member and will include necessary assistance for the member to correct the deficiencies.

(e) The member will meet with his or her immediate supervisor monthly or as needed to review progress.

(f) If the member continues with a deficiency in the same performance area, or develops a new area of deficiency, the supervisor may recommend to the Chief Academic Officer (CAO) that the member be released from service after a final evaluation.

10.5 College and Career Counselor and Mentor Evaluations:

(a) New staff will review the ASPIRA Evaluation Process with their principal or designee prior to being observed for evaluation. A yearly refresher will be presented during the professional development days at the start of each school year and will include the ASPIRA Evaluation Process and all relevant forms and rubrics. Staff hired after the start of the school year will receive the ASPIRA Evaluation process with relevant forms and rubrics within thirty calendar days of their employment.

(b) Performance evaluations are part of the on-going continuous improvement encouraged at all levels of the organization. Supervisors are expected the use the performance evaluations as one mechanism for encouraging the best in their staff and to achieve organization, division, department, and program goals. Employees are encouraged to use performance appraisals as an opportunity to openly discuss their career and personal goals, the supports and how they plan to meet them. Both supervisors and employees are encouraged to raise concerns in their performance evaluation appraisal sessions in an open and constructive manner.

(c) Supervision – which includes the evaluation process – should be authentic and reflect the actual expectations. Supervision should result in a positive and growth-evoking experience, where feedback is provided. Quality supervision recognizes the complexities
of good instruction and the value of good professional practices: promotes a positive environment for professional growth and student development: is based on professional trust and collaboration: and is necessarily adapted to meet individuals’ needs and assignments.

(d) Performance evaluation consists of a review session with the employee’s supervisor, and a final review of the appraisal process and documentation by HR. The appraisal’s purpose is to help supervisors evaluate performance in an objective, consistent, and uniform manner. It will be based on the employee’s job performance and qualifications in relation to the job description and established work standards.

(e) The performance review, in addition to ongoing performance discussions throughout the year, provides an excellent opportunity for an employee and supervisor to assess the work situation, and to define future goals, career objectives, training needs plus, if appropriate, a written performance improvement plan.

(f) The non-instructional performance evaluation is part of a continuous process that is formally conducted:

1. At the end of the 90-day Introductory Period; and
2. On an annual basis after one full year of employment, due no later than July 31 after the completion of the fiscal year of July 1 through June 30. Employees with less than 1 year of service may have a performance review of less than 1 year.

These documents will be submitted to HR for management review and will be maintained in the employee’s personnel file.

10.6 Personnel Files:
ASPIRA agrees to comply with the provisions of the Illinois Personnel Records Review Act and further agrees to allow, upon any Bargaining Unit Member’s written request and reasonable notice, a representative of the Union access to the ASPIRA central office to meet with the Bargaining Unit Member on non-working time for the purpose of reviewing his or her personnel file. ASPIRA will comply with such requests in accordance with the Personnel Records Review Act. There shall be one official file maintained with ASPIRA at its central office.

10.7 Discipline:
Following completion of the Provisional Period, ASPIRA shall have the right to discharge or discipline any Bargaining Unit Member for cause. When such is the case, discipline shall be appropriate under the facts and circumstances of each particular incident which may
include, depending on the seriousness of the offense and other circumstances, including, but not limited to, the Bargaining Unit Member's prior disciplinary history, discharge or any one or more of the following progressive steps of discipline:

10.7.1 Verbal warning;
10.7.2 Written warning;
10.7.3 Written warning with, as appropriate, an unpaid suspension;
10.7.4 Discharge, in writing with a copy provided to the Bargaining Unit Member and to ACE.
10.7.5 A copy of formal discipline documents for each bargaining unit employee will be provided to the Union within three business days of being issued to the employee.

10.8 **Skipped Steps:**
ASPIRA shall have the right to skip any or all progressive discipline steps in the event of serious misconduct (as determined in ASPIRA's exercise of reasonable judgment) or repeated failure to comply with or satisfactorily address concerns presented in prior verbal or written warnings.

10.9 **Handbook:**
All evaluations and disciplinary action shall comport with the policies and procedures set forth in ASPIRA's Employee Handbook and Charter School Teacher Evaluation Policy and Procedures except where the agreements herein describe otherwise.

**ARTICLE XI. CONFLICT RESOLUTION**

11.1 **Communication:**
Effective schools are characterized by transparency, openness and fluid communication. The healthy development of ASPIRA 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 Campuses, its Bargaining Unit Members and ACE.

11.2 **Commitment:**
Recognizing that conflict within the campus is unavoidable, the Parties are committed to ensuring that conflict results in productive outcomes that benefit our students, Campuses, Bargaining Unit Members, ASPIRA and the communities it serves.

11.2.1 **Informal Resolution:** The Parties prioritize resolving conflict in an informal, expedited
manner. As such, if a Bargaining Unit Member has a Grievance, it should be directed to his or her Campus Principal within twenty (20) working days of the incident giving rise to the grievance or within twenty (20) working days of the date the grievant should reasonably have known of such occurrence. If the Grievance is not brought within the specified time period, the Grievance is considered waived, unless a time line extension is agreed to in writing by the grievant and principal. The grievant and his or her Campus Principal shall make a good-faith effort to resolve the Grievance before its escalation to another level. At minimum, a conference shall take place within seven (7) working days of the Grievance being brought to the attention of the Campus Principal. Within five working days of the conference, the Campus Principal must inform the grievant of his or her decision in writing.

11.2.2 **Resolution Level 1:** If the grievant is not satisfied with the Campus Principal’s decision, s/he may file the Grievance with the Grievance Review Committee (“Committee”) within ten (10) working days of the written decision. The Committee is comprised of three members of the management team as appointed by the ASPIRA CEO. If the employee filing the grievance works under the direction of a member of the Committee, that member will not participate in the grievance review. The Grievance must be specific, detailed and in writing. It shall specify each provision of the Agreement allegedly violated, and how, along with any supporting documents or materials. A Committee hearing (a “Level 1 hearing”) shall take place within one (1) month of the Grievance being filed, barring unusual scheduling circumstances. A written decision detailing the Committee’s disposition of the situation shall be returned to the Bargaining Unit Member within five (5) days of the Level 1 hearing.

11.2.3 **Resolution Level 2:** If the Grievance is not resolved at Level 1, any Party may appeal to ASPIRA’s Chief Executive Officer (“CEO”) within ten (10) days of the Committee’s written decision. The CEO will review all documentation and decisions and may, at the written request of the grievant, conduct his own investigation (which may include a conference with the grievant and/or any other individual). The CEO shall issue a written decision within ten (10) working days of the grievant’s request for review.

11.2.4 **Arbitration:** If the Grievance is not resolved at Level 2, the Union may submit it for final and binding arbitration within ten (10) days of receipt of the Level 2 written disposition. The Parties will obtain a commitment from the Illinois Educational Labor Relations Board and/or 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 or other selected arbitrator shall be final and binding upon all Parties. The cost of the arbitrator’s services and any related costs, excluding
attorneys' fees but including transcription and/or recording fees, shall be borne equally by ASPIRA and ACE. The arbitrator shall apply the best interest of the students' standard in resolving any Grievance. The arbitrator shall apply the best interest of the students' standard in resolving any Grievance. 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 XII. WAGES AND BENEFITS**

**12.1 Salary:**

12.1.1 **New Hires:** All newly hired bargaining unit employees shall receive no less than the amounts set forth below:

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<tr>
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<th>2016-2017</th>
<th>2017-2018</th>
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<tr>
<td>Mentors</td>
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<tr>
<td>Teaching Bachelors</td>
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<td>$51,966.00</td>
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<td>and College and Career Counselors</td>
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12.1.2 **Experience Considered:** ASPIRA may set new hire salaries above the amounts listed herein to account for prior years of experience. Under no circumstances shall salaries for new hires which take into account prior years of experience exceed the lowest salary level in place for a bargaining unit member with the same number of years of experience.

12.1.3 **Salary Increases:** Increases for the 2016-2017 and 2017-2018 school years shall be as follows:

(a) 2016-2017: A 3.25% salary increase to salary schedule (12.1) for all returning Bargaining Unit members for everyone except for mentors. The wage adjustment shall be retroactive to the first pay period of the second semester of the 2016-17 school year.

(b) 2017-2018: A 3.0% salary increase (paid proportionately over the 26 pay periods) applicable to all returning Bargaining Unit members.

12.1.4 **Master's Degree Stipend:** Employees of ASPIRA who receive a master's degree (in accordance with ASPIRA's education goals and priorities or in a field related to the teaching assignment) after completing the first full year of full-time (not temporary)
employment with ASPIRA and receiving a positive evaluation (not being on remediation) shall be eligible for a pro-rated three thousand two hundred fifty dollars ($3,250.00) increase in salary upon verification of such degree. The increase will be paid beginning in the semester following degree completion and transcript submission.

12.1.5 High Need Signing Bonus: A high needs signing bonus of up to seven thousand five-hundred ($7,500.00) dollars may be offered to potential employees. Such signing bonus shall be paid for the first year of employment only, but may be paid in installments to account for ASPIRA's financial needs, as determined in ASPIRA's sole discretion. ASPIRA will consult with ACE at the end of each school year to identify high need areas for the following school year.

12.1.6 Salary Data: ASPIRA shall deliver to the union president no later than September 1 of each school year and thereafter within one week of employment of any new bargaining unit member, the name, school, assignment, starting salary, signing bonus and/or overload compensation if any.

12.1.7 Paycheck Schedule: Salary payments shall be on a twenty-six (26) paycheck schedule.

12.1.8 A “per diem” rate is based upon one two hundred tenths (1/210) of the annual salary. The hourly rate is based upon one eighth (1/8) of the per diem rate.

12.2 Professional Development Commitment:
ASPIRA is committed to ensuring that all of its teachers are supported in improving and learning new instructional practices to promote the goal of student achievement as well as proficiency and teacher growth. ASPIRA accordingly agrees that it is important to provide its teachers with opportunities to participate in professional development activities, and that it will seek input from the Academic Committee in determining the professional development needs of its teachers, in accordance with Article 8 herein.

12.3 Overload Stipend:
Employees regularly scheduled to teach a class or complete a project assigned by the principal in lieu of a planning period shall receive a stipend of 10% of the employee’s base salary. Such stipend shall be prorated on a per diem basis if the overload is scheduled for only part of the year or removed prior to the end of the year. Such stipend shall be retroactive to the start of the 2016-2017 school year upon ratification of this Agreement.

12.4 Benefits:

12.4.1 Group Health, Dental and Life Insurance: All full-time bargaining unit members may enroll in a voluntary, comprehensive insurance program that
provides medical, dental, vision discount, life and accidental death and dismemberment, voluntary life, short-term and long-term disability, wellness programs and an employee assistance program. All eligible bargaining unit members and their dependents are eligible for the health, dental, life and vision discount program on the first day of the month following thirty (30) days after the date of hire. ASPIRA's health insurance plan is intended to provide a financial cushion for employees who must meet rapidly rising health care costs and to prevent an employee and his/her family's financial resources from being totally drained by catastrophic illness. But ASPIRA expects employees to share in the cost of these benefits including those that apply to family members. To that end, ASPIRA will contribute the following percentages of the total premium for each of the following insurance options.

<table>
<thead>
<tr>
<th>Health (includes discounted vision plan)</th>
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<tbody>
<tr>
<td><strong>Single plans:</strong></td>
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<tr>
<td>Employer share</td>
</tr>
<tr>
<td>Employee share</td>
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<tr>
<td><strong>Family Plans (EE+SP, EE+CH, EE+FF):</strong></td>
</tr>
<tr>
<td>Employer share</td>
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<tr>
<td>Employee share</td>
</tr>
<tr>
<td><strong>Life and AD&amp;D</strong></td>
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<td>Employer share</td>
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<tr>
<td>Employee share</td>
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<tr>
<td><strong>Long Term Disability</strong></td>
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<td>Employer share</td>
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</tbody>
</table>
12.4.2 **ACA Compliance:** In its discretion, ASPIRA shall be permitted to offer a health insurance package in addition to the HMO and PPO options already offered. The purpose of such additional benefit package shall be to assist ASPIRA in satisfying its obligations under the Affordable Care Act. In the event the ASPIRA
administration meets to discuss potential changes to insurance plans, the parties agree that ACE will be allowed representation at such meetings.

If the total cost of health insurance is projected to increase by more than 5% from one year to the next, ASPIRA and the Union shall meet to discuss plan design changes which will keep the total cost of health insurance from increasing by more than 5%. Initial projected costs will be provided by ASPIRA’s broker and/or insurance carrier. Plan design changes include changes in co-pays, co-insurance, deductibles, or out of pocket maximums. In the event that ASPIRA and the Union are unable to agree on plan design changes which will limit the increase to no more than 5%, ASPIRA may implement plan design changes which are sufficient to limit the increase to 5%.

12.5 Tuition Reimbursement:
ASPIRA shall assist full-time bargaining unit members after passing through the probationary period by reimbursing one-half of the expenses, not to exceed $2,000 per fiscal year, for the cost of tuition for courses that are approved in advance, and in writing, by the President and CEO of ASPIRA and successfully completed at accredited colleges, universities, or technical schools, or through adult education or home study programs with a grade of "B" or better. In addition, the employee must be on active payroll when the course is completed and reimbursement requested. ASPIRA shall provide a list by campus of all employees who requested tuition reimbursement and the amount received. The list shall be made available to the Union President no later than June 1 of each year.

12.6 Pension Contribution:
Certified teachers are required by state law to belong to the Public School Teacher's Pension and Retirement Fund of Chicago (commonly called the Chicago Teachers' Pension Fund). Certified teachers contribute 2% and ASPIRA contributes 7% each fiscal year. Employees who are enrolled in the Chicago Teacher's Pension fund are eligible to enroll in the ASPIRA 403(b) ERISA plan, but are not eligible for the annual employer match.

12.7 403B Contribution:
ASPIRA provides eligible employees with the opportunity to accumulate retirement savings in a 403(b) ERISA plan. The plan is designed to help employees build a secure future. All plans are subject to change at management's discretion and in accordance with federal benefits laws.
12.7.1 **Non-Instructional Participation:** All full time non-instructional bargaining unit members are eligible to participate in the plan upon completion of ninety (90) days of employment. An eligible employee must complete an application form and a salary reduction form and submit them to the Human Resources office to enroll in the plan. Employees may enroll during open enrollment four (4) times per year. Instructional bargaining unit members may participate in the plan but they are not eligible for the matching contributions described below.

12.7.2 **Employer Match:** Employee contributions are tax-deferred and deducted each pay period. Contributions may be made according to the employee's own needs and abilities at the employee's discretion. ASPIRA contributes a match of up to 7% for full-time non-instructional bargaining unit members. The match is set on an annual basis and is subject to change.

### ARTICLE XIII. LAYOFF AND RECALL

13.1 **Notice to Union:**
ASPIRA shall advise the Union of any proposed layoffs and shall seek the Union's views on the matter prior to taking action.

13.2 **Layoffs in Bargaining Unit Positions:**
In the event that a decision is made to reduce the number of employees employed by ASPIRA, ASPIRA will give affected employees written notice of honorable dismissal and the reason for such dismissal by mail or personal delivery no later than June 1. ASPIRA, taking into account specific teaching needs determined in its discretion and assessment of student needs, scheduling demands, and subject matter needs, will lay off employees by school, based on the following order of layoff:

Order of Layoff within a subject area, certificated area, or non-instructional position classification:

1. Any employee rated less than Proficient;
2. Certificated, endorsed, or highly qualified employee rated Proficient or better;

Within each tier, employees shall be dismissed by inverse order of seniority. If an employee within a subject area, certificated area, or non-instructional position classification is qualified for employment in another position, the employee shall have the right to bump less senior and less proficient employees.

13.3 **Recall of Bargaining Unit Positions:**

13.3.1 Laid off employees not on remediation shall have recall rights for a period
of 12 months from the date of written notice of honorable dismissal. Recall rights extend only to positions for which employees are qualified to teach for the following school term. Recall decisions shall take into account specific teaching needs determined by ASPIRA's assessment of student needs, scheduling demands, and subject matter needs. Recall rights shall be applied through reverse seniority order and will apply to any vacant position on any ASPIRA campus for which the employee possesses the requisite qualifications.

13.3.2 Laid off employees on remediation may be invited to return or may be invited to the interview process for remaining open positions after all qualified employees have been recalled.

ARTICLE XIV - PRESERVATION OF AGREEMENT

14.1 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 ACE shall not instigate, encourage or condone the same. Similarly, the Parties agree that the Bargaining Unit Members and ACE shall not engage in or otherwise further activities designed to cause individuals or organizations to refrain from contributing financially or otherwise to ASPIRA or any programs sponsored by ASPIRA. Further, ASPIRA agrees that it shall not lockout its employees.

14.2 Successor Clause: In the event that another entity takes over the operation of the schools from ASPIRA during the term of this Agreement, ASPIRA will meet with the Union in good faith, seeking input and collaboration for a responsible and respectful transition.

14.3 Good Faith Clause: The parties agree that their duly designated representatives shall negotiate in good faith with respect to wages, hours, and terms of employment, as required by law.

14.4 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 ________, 2017.
ASPIRA Inc. of Illinois

By: ____________________________

Its: ____________________________

A. COUNCIL OF EDUCATORS, CHICAGO ACTS, LOCAL 4343, IFT-AFT, AFL-CIO

By: ____________________________

Its: ____________________________

**SIDE LETTER TO CONTRACT:**

In accordance with the revised Article 7.3, all Bargaining Unit Members shall work a half-day on Friday, April 7, 2017.
Aspira Inc. of Illinois
By: 
Its: Chief Academic Officer

A. Council of Educators, Chicago ACTS, Local 4343, IFT-AFT, AFL-CIO
By: 
Its: ACE President

Side Letter to Contract:

In accordance with the revised Article 7.3, all Bargaining Unit Members shall work a half-day on Friday, April 7, 2017.