

**COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CHICAGO TEACHERS UNION,**

**LOCAL 1, IFT-AFT/AFL-CIO**

**AND**

**ASIAN HUMAN SERVICES, INC.**

2019-2022

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**Article 1**  
**PARTIES**

- 1-1. Parties.** This collective bargaining agreement (“Agreement”) is made and entered into by and between Asian Human Services, Inc., which together with its members, managers and administrative staff shall be referred to in this Agreement as “AHS” or “Employer”, and the Chicago Teachers Union, Local 1, IFT-AFT/ AFL-CIO, the exclusive representative, which together with its officers and representatives shall be referred to in this Agreement as “the Union” or “CTU”.
- 1-2. Recognition.** AHS recognizes the Union as the exclusive collective bargaining representative of all full-time and regular part-time teachers, counselors, case managers, teachers’ aides, teachers’ assistants, administrative assistants, office clerks, and paraprofessionals employed by AHS at Passages Charter School currently located at 1643 West Bryn Mawr Avenue, Chicago, Illinois 60660, and excluding all confidential employees, managerial employees, and guards and supervisors as defined by the National Labor Relations Act, ( “bargaining unit”). In the event the National Labor Relations Board declines to assert jurisdiction over charter schools, AHS agrees not to challenge the Union’s status as exclusive representative of this bargaining unit during the term of this Agreement and any extensions of the Agreement agreed to by AHS and the Union.

**Article 2**  
**DURATION AND EFFECTIVE DATE**

- 2-1. Term.** The Agreement shall expire on June 30, 2022.
- 2-2. Effective Date.** Article 5, Salaries, shall be effective retroactive to the start of the 2019-2020 school year. All other terms of this Agreement shall be effective upon ratification by both Parties. Year two (2) of the Agreement commences July 1, 2020. Year three (3) of the contract commences July 1, 2021.

**Article 3**  
**GRIEVANCE PROCEDURE**

- 3-1. Introduction.** The Parties are committed to ensuring that any conflicts result in productive outcomes that benefit students, employees, the school, and the communities it serves. As such, the Parties will use the following procedure to resolve any grievances.
- 3-2. Definition of a Grievance.** A grievance is a complaint that there has been a violation or misrepresentation of any of the provisions of this Agreement or of Employer policy.
- 3-3. Representation.** Employees shall have the right to have Union representation at all stages of the grievance procedure described below. The term “days” used in this provision shall mean regular business days. The time limits set forth in this provision may be extended by mutual agreement of the Parties.

**3-4. Informal Resolution.** The Parties prioritize the resolution of conflict in an informal, expedited manner. Accordingly, the Parties shall make a good-faith effort to resolve any conflict in an informal manner through discussions between the employee(s) and with the appropriate leadership team member.

**3-5. Step 1.** In the event the conflict is not resolved informally, the Union or employee shall submit a grievance in writing to the Principal within forty (40) days after the events or circumstances giving rise to the grievance or within forty (40) days following the date by which the employee reasonably should have known of the events or circumstances giving rise to the grievance. Following ratification of the Agreement, salary grievances may be filed within three (3) calendar years of the date on which the salary grievance arose. A concise, written summary of the grievance shall be submitted, detailing the complaint and each provision of the agreement allegedly violated, and how, along with any supporting documents or materials. A conference with the Principal shall take place within twenty (20) days of the filing of the written grievance at Step 1. The Principal's written response to the grievance shall be provided to the employee within twenty (20) days of the Step 1 conference.

**3-6. Step 2.** If the grievance is not resolved, the Union or employee may appeal in writing to the AHS CEO, or his/her designee, within ten (10) days after receipt of the Principal's written response at Step 1. A concise, written summary of the grievance shall be submitted, detailing the complaint and each provision of the Agreement allegedly violated, and how, along with any supporting documents or materials. A conference with the AHS CEO, or his/her designee, shall take place within ten (10) days of the filing of the written grievance appeal at Step 2. The written response of the AHS CEO, or his/her designee, to the grievance shall be provided to the employee within ten (10) days of the Step 2 conference.

**3-7. Step 3.** If the grievance not resolved, the Union shall notify the Employer in writing of its demand for arbitration within fourteen (14) days after receipt of the AHS CEO's, or his/her designee's, written response at Step 2. The Parties shall mutually select an arbitrator within ten (10) days after receipt of the AHS CEO's, or his/her designee's, written response at Step 2. If the Parties fail to agree on the selection of an arbitrator within ten (10) days, the Parties agree to request a panel of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitrator's services and any other costs, excluding attorneys' fees but including transcription and/or recording fees, shall be borne equally by the Parties. The arbitrator shall not have authority to add to, detract from, amend, modify or in any way alter the provision of this Agreement or make a new Agreement.

**3-8. Initiation at a Higher Step.** The Union may initiate or appeal a grievance at any step of the grievance procedure.

**3-9. Failure to Respond.** Failure on the part of the Employer at any step of this procedure to communicate a decision concerning a grievance within the specified time shall permit it to be advanced to the next higher step. Any grievance not initiated or advanced within the time limits described in this procedure shall be deemed withdrawn and waived.

**Article 4**  
**TEACHER WORKDAY, TEACHING LOAD AND  
TEACHER PREPARATION PERIODS**

**4-1. Workday.** Beginning with the 2020-2021 school year, the workday for teachers shall be no more than seven (7) hours and forty (40) minutes.

**4-2. Teaching Load.** Teachers shall have no more than three hundred forty-five (345) minutes of instructional student contact time per day.

**4-3. Lunch.** Beginning with the 2020-2021 school year, teachers shall have daily a continuous fifty (50)-minute duty-free lunch period. On early-student-release days, lunch periods may be shortened from the fifty (50)-minute duration, but teachers shall be released commensurately early. Lunch periods shall start no earlier than 10:30 a.m. and end no later than 1:15 p.m., except that lunch periods on early-student release days shall start no earlier than 10:20 a.m.

**4-4. Preparation Periods.** Preparation periods shall be duty-free. Teachers shall have three hundred (300) preparation minutes per week, which shall consist of the following: four (4) days with one (1) continuous self-directed preparation period of not less than forty-five (45) minutes, and one (1) day with an administration-directed preparation period of not more than forty-five (45) continuous minutes. Any additional preparation periods will be contiguous with other duty-free time.

**4-5. Internal Substituting.** Internal substitution is defined as one teacher covering a class or duty for another teacher in lieu of a preparation period. No teacher shall be required to perform internal substitution except in cases of emergency. When teachers provide a full class period of internal substituting they shall receive compensation at the hourly rate of \$20.00. AHS shall give teachers twenty-four (24) hours' notice of substitution assignments whenever practicable.

**4-6. Duties.** Teachers shall be required to complete the equivalent of fifteen (15) minutes of duty time per school day over the course of a week. These duties shall normally include outside arrival, breakfast, lunch, recess or outside departure, and may not include janitorial work or maintenance work. AHS will honor teacher preference in duty assignments to the extent it is administratively possible. Teachers may opt to sign up for additional duties with Principal approval and will be compensated at the prorated hourly rate of \$27.50. Additional duties may be added by the Principal to teachers who have planning minutes available outside their designated planning minutes under this Agreement.

**Article 5**  
**SALARIES**

**5-1.** Bargaining unit employees shall be placed on the salary schedules below, according to their years of experience at Passages, up to three (3) years of outside teaching experience, and level of education. Bargaining unit employees shall be placed in the appropriate lane for School Year 2019-2020, based on submitting evidence of the relevant degree and/or additional relevant credit hours completed no later than December 1, 2019. Lane changes will occur once annually

(August 31<sup>st</sup>) upon pre-approved coursework taken the prior year. Evidence of relevant degree and/or additional relevant credit hours must be submitted no later than May 1<sup>st</sup> of each year. AHS and the Union agree to the Chicago Public Schools' teachers' salary schedule as a framework as follows for teachers: Lane 1/Bachelor's Degree; Lane 2/Master's Degree; Lane 3/Master's Degree plus fifteen (15) credit hours; and Lane 4/Master's Degree plus forty-five (45) credit hours or Doctorate Degree. Teachers shall receive a one-time stipend of \$3,000.00 for National Board Certification.

**5-2. 2019-2020 School Year.** Teachers shall receive pay for the 2019-2020 school year equal to 87% of the Chicago Public Schools' 2018-2019 teachers' salary schedule, in addition to step advancement. Step advancement and pay increases shall be retroactive to the start of the 2019-2020 school year.

**5-3. 2020-2021 School Year.** Teachers shall receive pay for the 2020-2021 school year equal to 95% of the Chicago Public Schools' 2018-2019 teachers' salary schedule, in addition to step advancement.

**5-4. 2021-2022 School Year.** Teachers shall receive pay for the 2021-2022 school year equal to 100% of the Chicago Public Schools' 2018-2019 teachers' salary schedule, in addition to step advancement.

**5-5. Pension Contributions.**

**5-5.1 2019-2020 School Year.** For bargaining unit employees required to contribute to the Chicago Teachers' Pension Fund, AHS shall make a contribution on behalf of the employee equal to zero percent (0%) of the employee's salary and the employee shall make a nine percent (9%) contribution for those employees who have been employed for one (1) to three (3) years; AHS shall make a contribution on behalf of the employee of two percent (2%) for employees who have been employed from four (4) to eight (8) years at Passages, and four percent (4%) for employees who have been employed nine (9) years or more at Passages.

**5-5.2 2020-2021 and 2021-2022 School Years.** For bargaining unit employees required to contribute to the Chicago Teachers' Pension Fund, AHS shall make a contribution on behalf of the employee equal to two percent (2%) of the employee's salary and the employee shall make a seven percent (7%) contribution for those employees who have been employed for one (1) to three (3) years; for those employees who have been employed from four (4) to eight (8) years, AHS shall make a contribution on behalf of the employee of four percent (4%) and the employee's contribution shall be five percent (5%); for those employees who have been employed nine (9) years or more, AHS shall make a contribution on behalf of the employee of seven percent (7%) and the employee's contribution shall be two percent (2%).

**5-6. Teacher Salary Schedules.**

<b>2019-2020: 87% of 2018-2019 CPS Schedule</b>				
<b>Step</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>
1	46073	49265	50860	52456
2	46886	50077	51673	53268
3	47882	51073	52669	54265
4	48980	52171	53767	55362
5	50734	53925	55521	57116
6	52913	56104	57699	59295
7	55254	58445	60040	61636
8	57626	60817	62413	64009
9	61517	64708	66304	67898
10	65322	68513	70107	71704
11	68696	71888	73482	75078
12	71042	74233	75829	77425
13	72695	75886	77480	79075
14	73597	76787	78384	79980
15	73708	76899	78495	80090
16	73779	76971	78567	80163
17	73949	77139	78735	80331
18	74483	77674	79270	80865
19	75161	78353	79949	81544
20	76931	80217	81860	83503
21	76958	80245	81888	83531
22	76981	80268	81911	83554
23	76981	80268	81911	83554
24	76981	80268	81911	83554
25	78102	81389	83031	84674

<b>2020-2021: 95% of 2018-2019 CPS Schedule</b>				
<b>Step</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane 4</b>
1	50310	53795	55537	57279
2	51197	54682	56424	58167
3	52285	55770	57512	59254
4	53484	56969	58711	60453
5	55399	58884	60626	62368
6	57778	61263	63005	64747
7	60335	63819	65561	67304
8	62925	66410	68152	69894
9	67174	70658	72400	74142
10	71329	74813	76554	78297
11	75013	78499	80239	81982
12	77574	81059	82802	84544
13	79379	82864	84605	86346
14	80364	83848	85591	87334
15	80486	83971	85713	87455
16	80564	84048	85792	87534
17	80749	84233	85975	87718
18	81332	84816	86559	88301
19	82072	85558	87300	89043
20	84005	87594	89387	91182
21	84035	87624	89418	91212
22	84060	87649	89443	91237
23	84060	87649	89443	91237
24	84060	87649	89443	91237
25	85283	88873	90666	92461

<b>2021-2022: 100% of 2018-2019 CPS Schedule</b>				
<b>Step</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 3</b>	<b>Lane4</b>
1	52958	56626	58460	60294
2	53892	57560	59394	61228
3	55037	58705	60539	62373
4	56299	59967	61801	63635
5	58315	61983	63817	65651
6	60819	64487	66321	68155
7	63510	67178	69012	70846
8	66237	69905	71739	73573
9	70709	74377	76211	78044
10	75083	78750	80583	82418
11	78961	82630	84462	86297
12	81657	85325	87160	88994
13	83557	87225	89058	90891
14	84594	88261	90096	91931
15	84722	88390	90224	92058
16	84804	88472	90307	92141
17	84999	88666	90500	92335
18	85613	89280	91115	92948
19	86392	90061	91895	93729
20	88426	92204	94092	95981
21	88458	92236	94124	96013
22	88484	92262	94150	96039
23	88484	92262	94150	96039
24	88484	92262	94150	96039
25	89772	93550	95438	97327

**5.7. Paraprofessional/Teacher Assistant/Office Clerk/Administrative Assistant Salary Schedules.**

<b>Salary Schedules for Paraprofessionals, Teacher Assistants and Office Clerks/Administrative Assistants</b>						
	<b>2019-2020</b>		<b>2020-2021</b>		<b>2021-2022</b>	
<b>Step</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 1</b>	<b>Lane 2</b>	<b>Lane 1</b>	<b>Lane 2</b>
1	29568	33600	30381	34524	31217	35473
2	30455	34608	31293	35560	32153	36538
3	31369	35646	32231	36627	33118	37634
4	32310	36716	33198	37725	34111	38763
5	33279	37817	34194	38857	35135	39926
6	34277	38952	35220	40023	36189	41123
7	35306	40120	36277	41223	37274	42357
8	36365	41324	37365	42460	38392	43628
9	37456	42563	38486	43734	39544	44937
10	38580	43840	39640	45046	40731	46285
11	39737	45156	40830	46397	41953	47673
12	40929	46510	42055	47789	43211	49103
13	42157	47906	43316	49223	44507	50577
14	43422	49343	44616	50700	45843	52094
15	44724	50823	45954	52221	47218	53657

**Article 6**  
**STIPENDS**

- 6-1.** Mentor Teachers for teachers under remediation and/or for new teachers - \$1500 per remediation period.
- 6-2.** Extra-duty rate (e.g., morning care, lunch/recess duty, dismissal duty) - \$27.50 per hour.
- 6-3.** Class size stipend - \$10.00 per day per student over the class size limit in Article 7.
- 6-4.** Sports Coach - \$800 (1 coach, per sport)

**Article 7**  
**CLASS SIZE**

No class shall exceed twenty-eight (28) students. Teachers shall be paid \$10.00 per student per day for every student beyond the class size limits established in this Article. The class size in special education classes shall be in accordance with the guidelines established by the Rules and Regulations of the State Board of Education, codified at 23 Ill. Admin. Code 226.730(b) and (c).

**Article 8**  
**HEALTH AND SAFETY**

- 8-1. Environment.** Bargaining unit employees shall work under safe and healthy working conditions. Bargaining unit employees are expected to use good judgment and common sense in matters affecting health and safety, to observe posted safety rules and to comply with all applicable safety regulations.
- 8-2. Reports to Administration.** Bargaining unit employees are responsible for reporting to the Passages administration, in writing when reasonably possible, any allegedly unsafe circumstance, situation or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article.
- 8-3. Investigation.** AHS 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.
- 8-4. Assault.** Bargaining unit employees shall report to the Passages Administration as soon as reasonably possible any instance of assault suffered in connection with their employment. Consistent with its obligations under applicable law, AHS shall comply with any reasonable request from the bargaining unit employee 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 employee, local law enforcement, and any court or administrative agency.
- 8-5. Student Code of Conduct.** To ensure the safety of all bargaining unit employees, AHS shall enforce all applicable student codes of conduct.

**8-6. Safety and Health Guidelines.** AHS shares an interest with bargaining unit employees in maintaining a safe work and school environment. In furtherance of that interest:

8-6.1 AHS shall develop, distribute to bargaining unit employees, and consistently apply a school visitor policy that provides for who can access the school buildings at what times and for what reasons, and the procedures through which visitor access permission may be secured.

8-6.2 Bargaining unit employees shall have access to the school building to which they are assigned from one (1) hour before the beginning of their work day through two (2) hours after the end of their work day.

8-6.3. AHS shall develop policies on fire safety, school lockdowns, school evacuations and first aid. Bargaining unit employees shall be trained on said policies prior to the conclusion of the first quarter each school year.

8-6.4. AHS shall ensure that all classroom entry points are lockable, and the teacher and other appropriate staff have a key.

8-6.5. AHS shall disseminate a policy and provide training to newly hired bargaining unit employees concerning their professional and statutory duties as mandated reporters within their first month of employment.

8-6.6 No unauthorized bargaining unit employee may provide or administer medications to students. The administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal.

8-6.7 The Employer shall ensure that all entry points of all its school buildings are secure.

## Article 9

### **PARAPROFESSIONALS AND TEACHER ASSISTANTS**

**9-1. Workday.** Paraprofessionals' and teacher assistants' workdays shall be the same as teachers' workdays with respect to duration, lunch breaks, and duties. Paraprofessionals and teacher assistants shall be afforded fifty (50) minutes of collaboration and planning time a week.

**9-2. Job Duties and Class Coverage.** Utilization of all paraprofessionals and teacher assistants shall be in conformity with applicable statutes. Paraprofessionals shall not be used as substitutes for teachers except for temporary emergency supervisory duty.

**9-3. Professional Development, Staff and Committee Meetings.** Professional development, staff meetings and committee meetings at the school level shall include paraprofessionals and teacher assistants.

**9-4. After-school Duty.** When paraprofessionals and teacher assistants are required to provide student supervision after school on early-student-release days, the student-to-adult ratio shall not exceed 15:1. In the event the ratio exceeds 15:1, the paraprofessional or teacher assistant shall be compensated \$2 per hour per every student above a 15:1 ratio.

**9-5. Special Education Staff Meetings.** Paraprofessionals and teacher assistants shall be included in special education staff meetings.

**9-6. IEPs.** Upon request, all paraprofessionals and teacher assistants shall be provided with an electronic and/or printed copy of any applicable IEPs for students on their caseload.

### Article 10

## **SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNER TEACHER WORKING CONDITIONS**

**10-1. Special Education Teacher 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, the Union and AHS agree to the following provisions:

**10-2. Definition of Special Education Teacher.** The phrase “special education teacher” includes all teachers who are deemed highly qualified by the *Illinois State Board of Education Rules and Regulations* to teach students with disabilities.

**10-3. 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.

**10-4. Goal Tracking.** Goal tracking systems for special education students shall be developed in consultation with the special education teacher and the administrator evaluating that teacher, but ultimate decisions regarding goal tracking shall rest with the Principal or the Principal’s designee. Goal tracking systems shall be individually tailored accounting for the student’s particular needs.

**10-5. Intervention Training.** All special education teachers and school administrators shall be trained to administer nonviolent physical crisis interventions through programs such as the Crisis Prevention Institute (“CPI”) or Professional Assault Crisis Training (“Pro-ACT”). AHS shall assume the cost of such training. Such training shall be available, at AHS’s expense, to all bargaining unit employees who work with special education students or others with severe behavioral issues.

**10-6. ELL Student Responsibilities.** Crucial information about English Language Learners (“ELLs”) shall be distributed to classroom teachers within the first week of school or as it becomes available. For each bargaining unit employee, this information shall include student name, ELL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for ELL support.

**10-7. Student Discipline.** To the extent reasonably 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. When a special education student frequently exhibits extreme behavior that raises safety concerns or significantly impairs his/her own education or that of his/her peers, AHS shall schedule a manifestation determination meeting pursuant to the Individuals with Disabilities Education Act.

**10-8. Special Education Student Ratio.** When a student's IEP calls for services in a general education classroom, the student must be served in a class that is composed of students of whom at least 70 percent are without IEPs, that utilizes the general curriculum and that is taught by an instructor certified for general education.

**10-9. No Retaliation for Special Education Issue Reporting.** Bargaining unit employees are encouraged to report to AHS when they believe a student is not receiving appropriate special education services. Bargaining unit employees shall not be subject to any retaliation for making such reports.

**10-10. Compliance.** AHS shall comply with all applicable statutory and regulatory requirements concerning special education including, but not limited to, 23 Ill. Admin. Code 226 et seq. In special education student program development, the determination of the least restrictive environment shall be based upon what is needed for the student with an IEP to be successful, not school philosophy.

## Article 11

### **LEAVES, PTO DAYS, AND HOLIDAYS**

**11-1. Paid Time Off Days.** Bargaining unit employees shall be eligible to accrue up to ten (10) Paid Time Off ("PTO") days per year. Unless extenuating circumstances apply, PTO days will not be approved during the following periods: the first and last week of school, the first week following a break, and the day before or after a holiday or break. A maximum of five (5) PTO days may roll over as sick days. Upon exhaustion of their accrued PTO days, all bargaining unit employees may request the donation of additional leave time from other bargaining unit employees. The donated leave will be deducted from the accrued personal illness and injury leave of the member who donates it.

**11-2. Bereavement Leave.** In case of a death in a bargaining unit employee's immediate family, AHS will allow up to four (4) paid days off. "Immediate family" may include, but in recognition of non-traditional family structures, shall not be limited to, parent, spouse, domestic partner, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, and grandchild.

**11-3. Family Medical Leave Act (FMLA) Leave.** AHS provides family and medical leave in accordance 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 (12) weeks in a twelve (12)-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 AHS employee handbook.

**11-4. Election Day Leave.** Bargaining unit employees are encouraged to vote either before or after their regularly scheduled work hours. Bargaining unit employees shall be permitted up to two (2) hours off with pay to vote upon request if the employee is scheduled to start work less than two (2) hours after the time that polls open and the employee is scheduled to end work less than two (2) hours before the time that polls close. Bargaining unit employees must submit this request in writing at least one (1) week prior to Election Day. Two (2) hour Election Day leaves shall be granted for either the start of the day or for the end of the day depending on the operational needs of the school as determined by the Principal or his/her designee.

**11-5. Jury Duty.** Bargaining unit employees should notify their immediate supervisor of their impending jury duty at least two (2) weeks prior to their reporting date. Time off is given to bargaining unit employees called for jury duty. All full-time bargaining unit employees will be paid for four (4) consecutive calendar weeks in any one (1) year while on jury duty. Part-time bargaining unit employees are paid for jury duty only if the bargaining unit employee had been previously scheduled to work during that time. Once a bargaining unit employee is released from jury duty, s/he is expected to return to work. The bargaining unit employee is expected to provide the supervisor with a copy of the jury notification, and documentation of the dates served.

**11-6. Military Leave of Absence.** Bargaining unit employees who must take time off to serve in the Reserves or National Guard will be allowed such time off and will be paid their wages and benefits that exceed their military base pay. Part-time bargaining unit employees are eligible for this benefit only if the days involved had previously been scheduled as workdays. Temporary bargaining unit employees are not eligible for this benefit. Bargaining unit employees who are called to active duty will be granted a Leave of Absence for the duration and service will accrue while the employee is serving their tour of duty.

**11-7. Leave Rights.** All bargaining unit employees on a paid leave of absence shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Bargaining unit employees who go on an unpaid leave of absence covered by the FMLA shall receive their health and welfare benefits for the balance of the leave. Upon the expiration of FMLA covered leave, they shall be allowed continued benefits at their own expense, to the extent they remain eligible for said benefits under the Consolidated Omnibus Budget Reconciliation Act ("COBRA"). Bargaining unit employees taking leaves not covered by the FMLA will be allowed to continue benefits during their leave at their own expense to the extent they remain eligible for such benefits under COBRA.

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

11-7.2. A leave shall not be used for the purpose of seeking or accepting employment elsewhere.

**11-8. Holidays.** All full-time bargaining unit employees are entitled to the holidays listed below.

Labor Day; Veterans' Day; Thanksgiving Day, Day Before & Day After; Christmas Eve & Day; New Year's Eve & Day; Martin Luther King, Jr. Day; President's Day; Memorial Day

**Article 12**  
**INSURANCE BENEFITS**

**I. Insurance Benefits**

- A. As used in this Section, the term "insurance" shall mean AHS's Group Health Care, Dental Care, Life, Vision and Long-Term Disability ("LTD") Plans. AHS will also maintain an Employee Assistance Plan.
- B. AHS reserves the right to utilize any insurance carrier or to self-insure using a professional claims administrative service.
- C. All health, dental, life, and long-term disability benefits shall be given in accordance with the terms and conditions contained in the plan booklets provided to the Union on May 1, 2017 and formal insurance policies including changes made unilaterally by carrier for all similar policies. If unilateral changes are made, the Union will be informed in writing of those changes as soon as reasonably possible.
- D. AHS and the Union agree that the provisions of the Health Care Plan and the Collective Bargaining Agreement are based upon current legal requirements. If such legal requirements should change due to legislative action in the future which shall impact AHS, the Parties agree that they shall, at the request of either party, meet and bargain solely over the terms of the Health Care Plan. The terms of these negotiations shall not be binding upon either party unless by mutual agreement.
- E. All full-time members have the option to participate in the offered insurance plans. If a member chooses not to participate, they must decline participation. A member becomes eligible to enroll in the insurance plans effective on the first date of employment.

**II. Medical and Dental Insurance**

- A. *Payment of Premium.*
  - 1. AHS shall provide employee and dependent insurance coverage in accordance with the below provisions for all years in this agreement, with the exception of the plan year covering FY2016-2017. Contributions shall remain status quo for the plan year covering FY2016-2017.

- HMO Plan: The member shall pay the first thirty percent (30%) of the insurance premium for single coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

The member shall pay the first fifty percent (50%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining fifty percent (50%) of the insurance premium.

- PPO Plan: The member shall pay the first thirty percent (30%) of the insurance premium for single coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

The member shall pay the first fifty percent (50%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining fifty percent (50%) of the insurance premium.

- HSA Plan: The member shall pay the first twenty percent (20%) of the insurance premium for single coverage. AHS shall pay the remaining eighty percent (80%) of the insurance premium.

The member shall pay the first thirty percent (30%) of the insurance premium for spouse and dependent coverage. AHS shall pay the remaining seventy percent (70%) of the insurance premium.

2. Payment of any premiums beyond AHS's contribution shall be made by the member via payroll deduction.
  - For the 2016-2017 plan year which runs from July 1, 2016 to June 30, 2017, payroll deductions will begin with the first paycheck of the school year through the final payroll in August.
  - For subsequent years, payroll deductions will align with the fiscal year calendar.

B. *Coverages*

1. Plan details of all insurance plans are available on the ADP web portal. In addition, details of all insurance plans will be made available to all members through distribution of copies at least yearly. The terms and conditions of these insurance plans determine benefits for eligible employees. This agreement will not alter these plans or grant additional benefits not provided within them.

**III. Vision Insurance**

- A. AHS shall provide voluntary vision insurance for all eligible members. The payment of premium is at the expense of the member.

**IV. Long-Term Disability**

- A. A long-term disability plan shall be provided at AHS's expense for period of disability lasting longer than ninety (90) days. The benefit shall be fifty percent (50%) of monthly earnings to a maximum of \$9,250.
- B. Members on long-term disability will not accrue any leave time.

**V. Life Insurance**

- A. AHS shall provide term life insurance for each full-time member in an amount equal to the teacher's annual salary, to a maximum of \$30,000, provided, however, that for teachers aged sixty-five (65) and older, the amount of the life insurance benefit may be reduced as set forth in the carrier's policy.
- B. Optional life insurance shall be made available, at the member's expense, and coverage is subject to the qualifications as established by the carrier.

**VI. Flexible Spending Accounts**

- A. AHS will offer a pre-tax, Flexible Benefits Plan to shelter eligible medical expenses and eligible dependent/child care expenses consistent with the Internal Revenue Code Section 125 and its governing regulations. Members will be responsible for the cost of participation in this plan.

**VII. Short-term Disability**

AHS shall maintain for bargaining unit employees the short-term disability leave benefits in place for the 2015-2016 school year for the duration of this Agreement.

**VIII. 2018-2019**

- A. The premium cost splits listed above shall be fixed for the duration of this Agreement. If there are any plan design changes as part of the renewal for 2018-2019 or employee premium rate increases of more than 5% on any plan, AHS shall meet with the Union to discuss options to address those changes.

**IX. Healthcare Committee**

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

**Article 13**  
**WORK YEAR**

The work year for all bargaining unit employees except administrative assistants and office clerks shall consist of two hundred ten (210) days, including one hundred eighty (180) days of instruction,

ten (10) days of winter break, five (5) days of spring break, two (2) days of fall break, eight (8) paid holidays, and five (5) non-student attendance teacher work days.

**Article 14**  
**ADMINISTRATIVE ASSISTANTS AND OFFICE CLERKS**

**14-1. Work Day.** The work day for Office Clerks and Administrative Assistants shall be no more than eight (8) hours, including a forty-five (45)-minute duty-free lunch, starting no earlier than 10:30 a.m. and ending no later than 1:15 p.m., and shall normally be either 7:30 a.m. to 3:30 p.m., or 8:00 a.m. to 4:00 p.m.

**14-2. Work Year.** Office Clerks and Administrative Assistants shall be 12-month employees, provided that they shall: (a) follow the teacher work calendar during the school year; (b) work a 6-hour daily schedule during the summer (with summer defined as the day after the teacher work year ends to the day teachers return at the beginning of the next school year); and (c) receive five (5) summer vacation days which must be used contiguously and may not be rolled over to subsequent years if not used.

**14-3. Job Duties.** Office Clerks and Administrative Assistants shall not be required to perform the following duties:

- a) Administration of nursing or medical services for which they are not duly trained and authorized, including the administration of medication to students;
- b) Janitorial duties;
- c) Administration of student discipline; or
- d) Any other duty outside of their job descriptions, except in emergency situations.

Office Clerks and Administrative Assistants shall not be required to supervise students for more than one (1) hour per day, except in cases of emergency. They shall not be used as a substitute for a teacher except for temporary emergency supervisory duty where the welfare of students is involved, and such temporary supervisory duty shall not exceed one (1) hour.

**14-4. Substitute Teacher Services Coordination.** Any bargaining unit employee required to perform substitute teacher services coordination outside of work day hours will be paid an annual stipend of \$950.

**Article 15**  
**PROVISIONAL PERIOD**

The employment of bargaining unit employees in their first year of employment at Passages shall be provisional. Bargaining unit employees may be released from employment without cause and in the sole discretion of AHS during this provisional period, with notice given to the Union and an opportunity to discuss. The Employer shall provide written notice by May 15<sup>th</sup> to each provisional employee whose employment the Employer has decided not to renew for the following school year.

**Article 16**  
**TEACHER EVALUATION**

**16-1. Purpose.** ChiACTS and AHS agree with the following goals and purposes for teacher evaluation:

- 1) To improve teacher performance, leading to improved student outcomes and student growth.
- 2) To engage teachers in reflection and self-assessment regarding their own performance.
- 3) To provide teachers with information, support and guidance to inform their development and foster growth.

**16-2. Orientation.** Teachers shall be provided with an orientation session on the AHS teacher evaluation framework and the evaluation procedures during the first week of the school year prior to student attendance. A teacher hired after the first week of the school year prior to student attendance shall be provided with said orientation within the first week after his/her hiring. A copy of the teacher evaluation framework and evaluation procedures shall be provided to every teacher during the orientation session.

**16-3. Evaluation Procedures.**

16-3.1 *Evaluator.* The Principal, Assistant Principal(s), and other administrators as designated by the Principal shall serve as the evaluators of all teachers and are responsible for issuing summative evaluation ratings. Principals, Assistant Principals, and other administrators designated by the Principal to serve as evaluators will participate in one (1) yearly evaluation training session as directed by AHS.

16-3.2 *Formal Classroom Observations.* At least two times per school year, once per semester, all teachers will receive a formal classroom observation, lasting forty-five (45) minutes or the length of the class period. All formal classroom observations will be preceded by a pre-observation conference and followed by a post-observation conference. Formal observations shall take place no sooner than the fourth week of a semester, and no later than four (4) weeks prior to the last day of student attendance. Each school year, an evaluator must perform at least one (1) informal observation of a teacher's classroom prior to his/her first pre-observation conference with the teacher. This initial informal observation must be at least fifteen (15) minutes in duration.

Formal observations shall not be performed during the administration of a student examination.

16-3.3 *Pre- and Post-Observation Conferences*

- (a) Pre-observation conferences will be scheduled with no less than 48-hours' notification to the teacher.
- (b) Pre-observation conferences between the teacher and the evaluator will take place two (2) to three (3) school days prior to the formal classroom observation. Pre-observation conferences prior to a formal classroom observation are private, interactive discussions between the evaluator and the teacher. The discussions at pre-observation conferences will address, but are not limited to, lesson and unit plans, portfolios of student work, student issues, resource needs, and the teacher's identification of areas in which he or she wishes to receive focused feedback from the evaluator, and other professional practice issues identified by the teacher or evaluator.
- (c) Each formal observation shall take place when the instructional module and academic subject discussed at the pre-observation conference are to be taught.
- (d) Post-observation conferences between the teacher and the evaluator shall take place within ten (10) school days following an observation and shall be private. During the post-observation conference, the evaluator will provide the teacher feedback and copies of the "Teacher Observation and Coaching Tool" and/or "Observation Rubric" the evaluator completed during the observation. Both the teacher and evaluator will sign and date the Observation Tool and/or Rubric document(s), and the teacher will be provided a copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents.

16-3.4 *Informal Classroom Observations.* The Principal, Assistant Principals, and other administrators designated as evaluators by the Principal may additionally conduct as many informal classroom observations as they deem necessary, without prior notice to the teacher. Informal observations may be used in furtherance of the purposes of teacher evaluation identified at the beginning of this Article, but shall not be included in the calculation of a teacher's summative rating.

16-3.5 *Summative Ratings.* At the end of the school year, a summative evaluation rating for each teacher will be calculated by averaging each of the teacher's formal classroom observation ratings or scores for the school year. AHS will provide teachers with their summative evaluation ratings no later than the seven (7) days prior to the last day of student attendance. The summative evaluation rating shall be in writing, include the dates of each of the formal observations and conferences, comments and observation scores/feedback. The teacher and the evaluator will sign and date the summative rating document and the teacher

will be provided with a copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents.

16-3.6 *Remediation Plans for Unsatisfactory Performance.*

- (a) A teacher who is rated unsatisfactory after any formal observation will be placed on a remediation plan, developed by the Principal, Assistant Principals, and other administrators designated as evaluators by the Principal, in consultation with the teacher.
- (b) Remediation plans will specifically identify, in writing, by the Principal, Assistant Principals and other administrators designated as evaluators by the Principal, the areas for improvement with targeted outcomes and/or activities that must be completed in order to address such areas. The remediation period shall be forty (40) school days, during which time the teacher will be formally observed at least twice.
- (c) If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan as identified by the Principal, Assistant Principals and other administrators designated as evaluators by the Principal, the teacher shall be deemed to have not remediated. At that point, the Principal may choose to: (1) terminate the teacher or (2) extend the remediation plan period for the purpose of providing the teacher further opportunity to remediate prior to termination.
- (d) A teacher on a remediation plan will be assigned a teacher mentor, if requested, who will help to address the areas in need of improvement. Teacher mentors will serve voluntarily and be selected by the Principal or Assistant Principal from those teachers in the highest evaluation rating band. Teacher mentors will receive a stipend per mentoring assignment as set forth in Article 6 of the Agreement. A teacher on remediation may choose to use his/her self-directed planning periods to observe other teachers at Passages if the teacher and Principal believe this would aid in the success of the remediation plan.

**16-4. Evaluation Framework.** Teacher evaluation ratings shall be determined in accordance with the parties' January 10, 2017 Interim Agreement on Teacher Evaluation. Any changes to the teacher evaluation rubric identified in the Interim Agreement shall be made by mutual agreement through the Joint Evaluation Committee.

**16-5. Joint Evaluation Committee.** The Parties shall convene a committee comprised of an equal number of bargaining unit employees, appointed by the ChiACTS building representative, and Passages management personnel to meet at least annually during the term of this Agreement to confer regarding teacher evaluation procedures and rubric. The Parties also shall convene a committee comprised of an equal number of bargaining unit employees, appointed by the ChiACTS building representative, and Passages management personnel to meet during the term

of this Agreement to research, review and discuss alternative teacher evaluation procedures and rubrics.

**Article 17**  
**DISCIPLINE**

**17-1. Just Cause.** No non-provisional employee may be disciplined without just cause.

**17-2. Progress Discipline Defined.** The parties embrace the concept of progressive discipline and corrective discipline for bargaining unit employees. The use of progressive discipline is intended to be corrective, not punitive. Progressive discipline is a systematic approach to correct unwanted behavior and deter its occurrence by administering disciplinary actions based upon various factors, including but not limited to: (a) the seriousness of the misconduct; (b) the number of times it has occurred; (c) prior acts of misconduct; (d) the employee's work history; and (e) the totality of the circumstances. Toward that end, the following disciplinary process and forms of discipline shall be used for all bargaining unit employees.

**17-3. Progressive Discipline.** Generally, discipline shall be progressive in nature according to the following steps:

- Step 1: Verbal warning with e-mail follow-up
- Step 2: Written warning
- Step 3: Suspension, either with or without pay
- Step 4: Dismissal

Any of these steps may be bypassed based upon the severity of the employee's misconduct. An employee shall be provided notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made. An employee shall have the right to Union representation during any investigatory or disciplinary meeting held under this provision, provided that it is the employee's responsibility to contact his/her Union representative and secure that representative's attendance at the meeting. Discipline shall advance from one step to the next if the employee commits a substantially similar infraction within two (2) years of the previous disciplinary action.

**17-4. Procedures for Progressive Discipline.** For Steps 2 through 4, the aforementioned notice shall be provided in writing, copying the Union; and the aforementioned opportunity to respond shall take place at a pre-discipline meeting scheduled in the written notice. The Principal, or her/his designee, shall administer all steps of the discipline procedure through Step 3, provided that the Principal's designee shall not be a bargaining unit employee or case manager; the CEO shall administer Step 4 of the discipline procedure. The Employer shall provide the bargaining unit employee and the Union with the pre-discipline meeting notice at least twenty-four (24) hours in advance of the pre-discipline meeting. The pre-discipline meeting notice will include a description of the allegation(s) giving rise to the meeting, along with any evidence upon which the Employer may rely to support the allegation(s). The pre-discipline meeting can be rescheduled once at the request of either Party. Within fourteen (14) days of the pre-discipline meeting, the Principal, or her/his designee, or the CEO in cases of dismissal, shall issue a written notice, copying the Union, regarding what disciplinary action, if any, s/he has decided to take.

**17-5. Union Representation and Notices to Employee and Union.** In all steps of progressive discipline, bargaining unit employees shall have the right to Union representation during any investigatory or disciplinary meeting. The Employer shall copy the Union on all meeting notices, warnings, and other documents issued in connection with the administration of this Article. Along with any pre-discipline meeting notice or disciplinary action, the Employer shall provide the Union and the employee with any evidence used to support the pre-discipline meeting notice or disciplinary action.

**17-6. Anonymous Complaints.** The Employer shall not issue discipline to any bargaining unit employees based solely on an anonymous complaint.

## **Article 18** **PROFESSIONAL DEVELOPMENT**

**18-1. Professional Development Assignments and Materials.** AHS shall provide the agenda and any materials that need to be reviewed and/or completed prior to a professional development session to bargaining unit employees no less than one (1) school day in advance of the professional development session.

**18-2. Mandatory Training.** Any training that must be completed by AHS mandate or mandate of the Chicago Public Schools shall be completed during bargaining unit employees' regular work day, which includes full-day professional development days. Bargaining unit employees shall not be required to attend professional development sessions that are clearly inapplicable to their job descriptions as determined by the Principal upon submission of written objections by bargaining unit employees.

**18-3. Professional Development for First-year Teachers.** AHS agrees to provide professional development support for teachers through completion of their first full year of employment. Such support may include a mentoring program, an ongoing professional development program, as well as time devoted to learning and training in the AHS Teacher Evaluation System. The mentoring program shall be developed in consultation with the Union, provided AHS will have final decision-making authority concerning the structure and implementation of the program.

**18-4. Professional Development Feedback.** AHS shall meet with a Union designee(s) no less than once per semester to receive feedback on recent professional development, to review the upcoming professional development plan, and to discuss ideas for improvement.

**18-5. Professional Development Release Days.** Teachers shall be provided with one (1) day of release time per year to attend professional development needed for teaching license renewal. Professional development release days shall be subject to Principal-approval, but such approval may not be unreasonably denied and is subject to budget constraints. All teachers granted leave for professional development purposes shall be required to share the skills, resources or other aspects of professional growth that they have learned through a presentation to staff and the administration during a subsequent professional development session.

**Article 19**  
**NON-DISCRIMINATION**

In the application of provisions of this Agreement or AHS regulations and policies affecting terms and conditions of employment, there shall be no discrimination or retaliation by AHS in its recruitment programs, hiring practices, dismissal procedures, or in other aspects of the employment relationship, nor shall AHS discriminate or retaliate against any bargaining unit employee on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, the utilization of benefits authorized by this Agreement or AHS policy, or membership, participation in, or association with the activities of the Union.

**Article 20**  
**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 (5) school day notice prior to such change taking place. Within the five (5) school day period, the teacher shall receive a minimum of one (1) additional planning/prep period a day. This provision does not apply to teachers who request schedule changes that impact over 40% of their course loads. A teacher who experiences such a schedule change may decline the additional planning time if s/he does not believe it is necessary.

**Article 21**  
**GRADE ENTRY**

If AHS decides to implement a grade entry policy, it shall bargain with the Union concerning the impact of such policy.

**Article 22**  
**INSTRUCTIONAL PLANNING**

The development and use of instructional plans (i.e., lesson plans, unit plans, daily lesson plans, and curriculum maps) is a professional responsibility vital to effective teaching. Lesson plans shall include, but not be limited to, standards, objectives, language objectives, assessments, differentiation stages and lesson activities, and shall be submitted to the Principal or his/her designee. The organization, format and notation of the instructional plan are within the teacher's discretion. Teachers shall enter the instructional plans into an online shared folder accessible to the Principal, coaches and coaching designees. Teachers may collaborate on instructional plans. AHS may revise the procedures for submitting lesson plans from time to time.

**Article 23**  
**AFTER-SCHOOL EVENTS**

Bargaining Unit employees shall not be required to attend more than one (1) after school event (i.e., open house, academic game night, cultural event, parent report card pick-up and conferences)

per quarter, or no more than four (4) per school year. Such required after-school event attendance shall not extend past 7:00 p.m. Bargaining unit employees will be paid \$20 an hour for any additional after school events they are required to attend.

## **Article 24** **COLLABORATION COMMITTEE**

**24-1. Introduction.** The Parties agree that participatory leadership through workplace collaboration is an essential practice in excellent schools. In furtherance of this purpose, AHS and the Union shall establish a Collaboration Committee to ensure meaningful bargaining unit employee participation in the decisions that impact AHS's students and learning community.

**24-2. Purpose.** The purposes of the Collaboration Committee include, but are not limited to, the following: discussing recommendations regarding curriculum improvement, and the teacher and paraprofessional evaluation process; the school calendar and bell schedules; supporting the development of a strong family and community involvement in the lives of students; providing input concerning the Passages Student Code of Conduct; reviewing school operations that impact bargaining unit employees; and reviewing activities and events that will improve school culture for students and bargaining unit employees. It is appropriate for the Collaboration Committee to discuss restorative practices and culturally relevant education, including the possibility and practicality of implementing the following: medical or mental health services available to the school community; the expansion of after-school programs; the expansion of facility use for students or the school community; social-emotional supports/trauma interventions by appropriately certified staff; voluntary parent mentor and home visit program; the appointment of a restorative justice coordinator and provision of professional development for parents, students and staff; the appointment of a students in transitional living situations coordinator and provision of homeless services, truancy supports and a food pantry; coordination of City and Park District services; and training on restorative justice practices. Culturally relevant curriculum that the Collaboration Committee may choose to discuss includes, where appropriate, information on the contributions of diverse groups, including but not limited to, African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic status and women to world and United States and World history and literature; labor history; and the struggle for human rights and gender equality in the world and United States past and present.

**24-3. Composition.** The Collaboration Committee will be comprised of the principal and one (1) other administrator to be determined by the Employer, and no more than five (5) bargaining unit employees identified by the Union. The Union shall notify the principal of the names of the Union's committee members at least two (2) days prior to the start of the school year and the Union shall report any changes in its committee members as soon as reasonably possible. The Collaboration Committee will meet no less than once per month during the school year. The principal may invite other administrators to attend meetings of the Collaboration Committee with at least twenty-four (24) hours' written notice to the Union. The principal or the Union may invite consultants or resource persons to attend meetings of the Collaboration Committee to discuss specific agenda items with advance notice to the Collaboration Committee members.

**Article 25**  
**AHS EDUCATION COUNCIL**

There shall be two (2) seats on the AHS Education Council reserved for bargaining unit employees. The individuals to fill those seats shall be elected by the bargaining unit employees on an annual basis.

**Article 26**  
**JOB DESCRIPTIONS**

Bargaining unit employees shall be provided with a job description upon being hired or upon request. Job descriptions may be updated as appropriate at AHS's discretion. Updated job descriptions will be re-distributed to affected members upon completion of revisions. Job descriptions shall define bargaining unit employees' responsibilities and delineate lines of authority and reporting relationships.

**Article 27**  
**ACCESS TO PERSONNEL FILE**

A bargaining unit employee shall be provided a copy of any material that is to be placed in his or her official file. The bargaining unit employee shall acknowledge that he or she has read such material by affixing his or her signature on the actual copy to be filed, with the understanding that such signature merely signifies that he or she has read the documents to be filed and does not necessarily indicate agreement with its content.

Any information or material not maintained in the official personnel file shall not be admissible in any disciplinary proceeding against the bargaining unit employee unless the information or material only came to the attention of the Employer after the incident giving rise to the discipline. In such cases the Employer shall provide copies of this information and/or materials to the employee and the Union as soon as possible.

Keeping personnel files up-to-date is important, as it affects pay, deductions, benefits and other matters. If a bargaining unit employee has a change in any of the items listed below, the bargaining unit employee must notify AHS as soon as practicable:

- 1) Legal name
- 2) Home address
- 3) Home telephone number
- 4) Person to call in case of emergency
- 5) Marital status
- 6) Change of beneficiary (life insurance purposes)
- 7) Driving record, or status of driver's license (if you operate any AHS vehicles)
- 8) Military or draft status
- 9) Exemptions on your W-4 tax form
- 10) Training certificates
- 11) Professional license
- 12) Expiration of licenses (Chicago Teachers' Pension Fund purposes)

Bargaining unit employees have certain rights under the Illinois Personnel Record Review Act to see information which is kept in their personnel file and to receive copies of documents they have signed. Bargaining unit employees, or their Union representative, upon submission of valid written authorization to AHS, may review certain specified personnel records at reasonable intervals, but not to exceed two (2) times per semester. If a bargaining unit employee wants to inspect his/her personnel records, s/he must make a written request to AHS to schedule an appointment to review his/her records. AHS shall respond to all written requests by bargaining unit employees to review their personnel files within fourteen (14) calendar days. AHS shall respond to all written requests by bargaining unit employees to review their personnel files prior to a disciplinary meeting held under Article 17 within three (3) business days following receipt of the written request.

**Article 28**  
**LAYOFF AND RECALL RIGHTS**

**28-1. Notice to the union and Affected Bargaining Unit Employees.** AHS shall notify the Union of any proposed layoffs no less than thirty (30) days before they are to take effect. Bargaining unit employees subject to layoff shall be given at least two (2) weeks' notice by AHS prior to the effective date of the layoff.

**28-2. Layoffs in Bargaining Unit Positions.** In the event that there is a reduction or change in the work force that results in the layoff of bargaining unit employees, bargaining unit employees shall be laid off on the basis of inverse order of seniority within classification.

**28-3. Notice to Affected Bargaining Unit Employees.** AHS shall notify bargaining unit employees who will be laid off fifteen (15) days in advance of the effective date of the layoff.

**28-4. Recall of Bargaining Unit Positions.** Bargaining unit employees who are laid off shall be put on a recall list for any positions at the school that become vacant for which they are qualified. Recall rights shall be valid for one (1) year following the effective date of the layoff. Recall selection shall be done in inverse order of layoff selection set forth above.

**Article 29**  
**UNION ACCESS**

**29-1. Union Access.** Upon twenty-four (24) hours' advance notification to the Principal, or in the Principal's absence, to the acting administrator, the Principal or acting administrator shall permit the Union President or the Union President's designated representative to access the schools for any purpose relating to the terms and conditions of this Agreement, provided such access does not interfere with the instructional program, and shall not exceed one (1) hour. The Union representative shall report to the school office immediately upon arrival and comply with AHS's policies and procedures, including but not limited to visitor and safety policies.

**29-2. Meetings.** On twenty-four hours' advance notice to the Principal, the Union shall have the right to schedule meetings in the building before or after regular duty hours and during lunch time of bargaining unit employees involved in matters concerning their employment, the provisions of

this Agreement and for the conduct of Union business, provided said meetings do not interfere with an in-service or general faculty meeting previously scheduled and posted prior to the twenty-four (24) hour notification given to the Principal. Where such meetings are held outside of the operating hours of the school, the Union shall pay the additional costs. The Union President or his or her designee has the right to attend Union meetings at the school, provided he or she complies with AHS's policies and procedures, including but not limited to visitor and safety policies.

**29-3. Union Release Time.** A total of five (5) days per school year shall be available to be divided among the bargaining unit employees at the Union's discretion to perform Union business without loss of pay. The Union shall provide the Employer with twenty-four (24) hours' advance notice when using Union release time under this Article.

### **Article 30** **UNION RIGHTS**

**30-1. Bulletin Boards, E-mail Accounts and Mailboxes.** Authorized agents of the Union can provide *official* Union notices and information to bargaining unit employees via their employee email or mailboxes and AHS agrees to designate a bulletin board in the employee lounge for the Union's communication of *official* Union notices and information to bargaining unit employees, provided that any material posted shall be subject to AHS's general policies including, but not limited to those related to non-discrimination, non-harassment, non-disparagement and decorum. The Parties recognize that AHS has a right monitor all communication on its computer systems at any time and that neither bargaining unit employees nor the Union has any legitimate expectation of privacy in any communication made pursuant to AHS computer systems, including email. Use of AHS computer systems, including email, remains subject to AHS policies and procedures, including non-discrimination, non-harassment, acceptable use of technology and code of conduct.

**30-2. Information Sharing.** AHS will notify the Union 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 AHS's Board of Directors and/or Executive Committee, the agenda for such meetings and the approved minutes for such meetings; and (b) AHS'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.

**30-3. Union Meetings.** The Union shall have one (1) scheduled thirty (30)-minute period of time four (4) times per year for a Union meeting to be held on each campus during the regular workday on non-student attendance days.

**30-4. Dues Check-off.** Upon receipt of a specified written check-off authorization form from any bargaining unit employee, AHS agrees to deduct from each pay period the applicable monthly dues payment that the Union indicates is required for obtaining and maintaining membership in the Union from the pay of each bargaining unit employee 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. The Union shall advise the AHS 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 employees 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.

The Employer shall provide the Union's Financial Secretary on at least a monthly basis a list, in Microsoft Excel format using the template provided by the Union, of all current employees in the bargaining unit which shall include each employee's first name, last name, middle initial, last four digits of his/her social security number, job title (including position number and job classification, if applicable), Union membership status (member or agency fee payer), campus, amount of Union dues collected, amount in CTUPAC payments collected, and pay date.

**30-5. Committee on Political Education.** Upon receipt of a written authorization from a bargaining unit employee, AHS shall deduct from the wages due said bargaining unit employee the sum specified in the authorization and remit to the Chicago Teachers Union Political Action Committee(CTUPAC) Fund as the bargaining unit employee's voluntary contribution to said Fund. The administration of this CTUPAC Fund check-off shall be the same as the dues and/or agency fee check off.

**30-6. New Employee Orientation.** The Union shall be allowed forty-five (45) minutes to meet with new employees at the start of the school year during the Professional Development days prior to the start of student attendance days for the purpose of presenting information about the Union. For employees hired during the semester, the Employer will schedule mutually agree upon meeting time within two weeks of the employee's starting date for the new employees and the Union to meet during the work day. There shall be no loss of pay for any participating employees. Meeting time under this Article will not count towards reserved meeting time under Article 29.

### Article 31 MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control its operations, except to the extent that any such power or authority is expressly contrary to any provision of this Agreement or applicable law. For example, and without limitation, the Employer expressly reserves the following rights and authority:

- (a) To determine the qualifications for employment with the Employer;
- (b) To hire employees, assign and direct their work, discharge or otherwise discipline employees for cause, promote, demote, transfer, lay off and recall employees;

- (c) To promulgate or modify reasonable work rules, policies, procedures and regulations;
- (d) To determine the Employer's mission, goals, program and curriculum design and methodologies for teaching and assessment for fulfilling them;
- (e) To take such steps as are necessary or appropriate to fulfill the Employer's contractual obligations and performance to its authorizer, founder and applicable law;
- (f) To establish educational policies and academic programs with respect to the admission and education of students and student academic progress, including, without limitation, methods for ensuring the rights and educational opportunities of all students;
- (g) To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce;
- (h) To determine the number and types of bargaining unit members and other personnel required;
- (i) To operate its school, including moving or modifying facilities;
- (j) To determine methods of raising revenue, budget procedures and budget allocations;
- (k) 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 a current bargaining unit employee;
- (l) To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies;
- (m) To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning the use of technology to deliver educational programs and services and staffing to provide the technology; and
- (n) To take action on any matter in the event of an emergency as such is deemed an emergency by the Employer in its reasonable exercise of its judgment.

The exercise of the Employer'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 to the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with

state and federal law. The Employer shall have the right to make or change and enforce any reasonable work rule, policy or practice not inconsistent with this Agreement.

**Article 32**  
**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 this Agreement.

**Article 33**  
**SUCCESSOR CLAUSE**

AHS will not transfer, assign or otherwise divert the assets ownership of the school, or portion thereof, to any person or entity that does not agree to be bound by the provisions of this Agreement during the term of this Agreement. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent to be bound by the provisions of this Agreement. The Union shall be given no less than twenty (20) days' prior written notice of any action described in this paragraph.

**Article 34**  
**NO-STRIKE/NO-LOCKOUT**

During the Term of this Agreement, the Parties agree that the bargaining unit employees shall not engage in a strike, slowdown, or any other work stoppage, and the Union shall not instigate, encourage or condone the same, and AHS agrees that it shall not lockout the employees.

**Article 35**  
**SANCTUARY SCHOOLS**

1. In the spirit of *Plyler v. Doe*, 457 U.S. 202 (1982), the Employer has consistently afforded students access to a high quality public education at Passages Charter School regardless of their immigration status and is committed to continue this practice.
2. Passages Charter School is an Immigration and Customs Enforcement (ICE) designated "sensitive location" in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.
3. AHS and the Union jointly declare that the buildings and grounds of Passages Charter School are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members and jointly commit to defend the right to a free and safe learning environment.

4. Students and families trust AHS to maintain their safety and the integrity of their family units. To foster this continued trust, school personnel shall not inquire about or record a student's or a family member's immigration status and, pursuant to the Family Education Rights and Privacy Act ("FERPA"), shall not disclose, without parental consent, the immigration status of any student or other personally identifiable information. AHS recognizes the trust families place in it and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.
5. AHS and its staff have the right to be the first line of protection for students and families against unwarranted and detrimental immigration and enforcement actions. Upon request by ICE agents to enter Passages Charter school grounds, AHS shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and ask to see a warrant signed by a federal or state Judge.
6. Immigration agents seeking entry to the school or its grounds shall be asked to provide written authority from ICE instructing them to enter Passages Charter School property and for what purpose as well as a warrant signed by a federal or state Judge.
7. In the spirit of this commitment to a sanctuary school zone, absent exigent circumstances and/or a duly signed federal or state warrant and written authority from ICE supervisors, agents of ICE shall not be permitted access school grounds or any records contained therein, nor shall the Employer otherwise release to any third parties, other than the Union, any information pertaining to immigration status except with the employee's written consent or as required by law.
8. In the interest of ensuring the success of the commitments made in this article, the Employer and Union shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions.
9. Bargaining unit employees shall not face any Employer discipline for following the policies contained in this Article.
10. The provisions contained within this Article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.

**Article 36**  
**SANCTUARY EMPLOYER**

On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals (DACA) policy. The DACA policy provided work authorization documents to nearly 800,000 young people who came to the United States as children. The Employer and the Union recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may

affect the work authorization of employees of the Employer, the Employer and the Union agree to the following:

1. The Employer reaffirms its commitment to equal opportunity in the workplace and shall not discriminate on the basis of race, creed, color, age, sex, national origin, marital status, veteran status, disability, sexual orientation, gender identity or expression, civil union status, domestic partnership status, parental status, immigration status, eligibility for rehire within the Chicago Public Schools, genetic information, refusal to submit to a genetic test or make available the results of a genetic test.
2. The Employer shall not inquire about or demand proof of immigration or citizenship status, except as required by law.
3. Upon written request, the Employer should provide for legal consultation or resources for any employee who has received a work authorization document under DACA (“affected employee”) in order to determine the extent to which said employee’s work status will be affected by the termination of DACA and whether said employee may be eligible for any employment-based immigrant or non-immigrant visas. Upon request by the Union or an affected employee, the Employer will make all reasonable efforts to sponsor an affected employee for any employment-based immigrant or non-immigrant visas for which they are eligible. Nothing in this Agreement shall prevent the employer from providing financial assistance to the affected employee.
4. Upon written request, an affected employee shall be released for up to ten (10) unpaid working days in order to attend to immigration or citizenship status matters. The Employer may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).
5. In the event that the Employer is no longer permitted to employ an affected employee, the Employer agrees to treat the affected employee’s separation as a leave of absence for purposes of the employee’s return to work. Specifically, the Employer agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority upon the employee providing proper work authorization within three (3) years of the date of separation. If the former position is not available, the Employer agrees to reinstate the employee to substantially similar employment or the next available opening for which the employee is qualified and at that position’s salary with no loss of pay.
6. Within thirty (30) days of the signing of this Agreement, the Employer and the Union shall send the following:
  - a. A joint letter to educators and support staff with resources, such as the immigrant and refugee children guide for educators and support staff.
  - b. A joint letter to students and their families with resources, such as those listed on the [weareheretostay.org](http://weareheretostay.org).

7. Any dispute regarding the meaning, interpretation, or application of this Article shall be subject to the grievance and arbitration procedure provided in the parties' collective bargaining agreement.

**Article 37**  
**SENIORITY**

Seniority is defined as the length of continuous service with the Employer beginning with the latest date of hire. If a bargaining unit employee resigns his or her employment or is laid off, and is rehired by the Employer within the following twelve (12)-month period, his or her original seniority date will be restored.

**Article 38**  
**FILLING OF VACANCIES**

The Employer shall give bargaining unit employees at least ten (10) days' notice of a vacancy in the School before a hiring decision is made. The Employer shall not discriminate against bargaining unit employees in the filling of a vacancy.

WHEREAS, the Parties have executed this Agreement this day of November 20, 2019  
2019.

**ASIAN HUMAN SERVICES, INC.**

By: Nikita Johnson-White  
Name: \_\_\_\_\_  
Title: CEO CFO

**CHICAGO TEACHERS UNION, LOCAL 1, IFT-AFT, AFL-CIO**

By: Jesse Sharkey  
Name: \_\_\_\_\_  
Title: President

[Signature]  
\_\_\_\_\_  
Shirley H. Dorman  
\_\_\_\_\_  
Carol K. Padden  
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Messa Smoob  
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Ronald Norman  
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Jess Jones  
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Fred Bey