

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

THE CHICAGO TEACHERS UNION,

LOCAL 1, AFT-IFT/AFL-CIO

AND

CHICAGO HIGH SCHOOL FOR THE ARTS

2018-2022

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Article 1
PARTIES

1-1. Parties. This collective bargaining agreement (“Agreement”) is made and entered into by and between Chicago High School for the Arts, which together with its members, managers and administrative staff shall be referred to in this Agreement as “ChiArts” or “Employer”, and the Chicago Teachers Union, Local 1, AFT-IFT/ 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. ChiArts recognizes the Chicago Teachers Union (“Union”) as the exclusive collective bargaining representative of all full-time Academic Staff, including Teachers and Paraprofessionals employed by ChiArts at its facility currently located at 2714 W. Augusta, Chicago, Illinois, and excluding all other employees, Case Manager for Specialized Services, confidential employees, managerial employees, guards and supervisors as defined by the National Labor Relations Act, (“bargaining unit”). ChiArts recognizes the Union as the sole and exclusive representative on behalf of the Full-Time Academic Teachers and Paraprofessionals. In the event the National Labor Relations Board no longer asserts jurisdiction over charter and contract schools, the employer shall not challenge the Union’s status as majority representative during the term of this Agreement and any agreed extensions thereof.

Article 2
DURATION AND EFFECTIVE DATE

2-1. Term. The Agreement shall expire on June 30, 2022.

2-2. Effective Date. The Agreement shall be effective upon ratification by both parties, and retroactive to the beginning of the 2018-19 school year for the purposes of salaries and retirement contributions, and where otherwise indicated herein.

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 grievances.

3-2. Definition of a Grievance. A grievance is a claim that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement.

3-3. Representation. Employees shall have the right to have Union representation at all stages of the grievance procedure described below. Employees shall also have the right to file their own grievances, provided the Union is afforded the opportunity to represent the employees and receives copies of documents exchanged during processing of the grievance, with confidential information redacted as legally required.

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/or union designee with the employee's supervisor. Unless expressly agreed to in writing by both the Principal (or designee) and the Union, attempts to informally resolve a grievance shall not toll the limits set forth in the Steps below.

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 or his/her designee within forty-five (45) calendar days of the occurrence giving rise to the grievance, or within forty-five (45) calendar days from the time the Union or the grievant reasonably should have become aware of the occurrence giving rise to the grievance. For salary grievances, the grievant or Union may file a grievance within two (2) calendar years of the date on which the salary grievance arose. Salary grievances filed within two (2) calendar years shall be deemed timely. Any grievance not filed within the time limits described above shall be deemed withdrawn and waived. The time limits, however, may be extended by mutual agreement in writing by the parties. A concise, written summary of the grievance shall be submitted, detailing the complaint and/or the specific sections of this Agreement that were allegedly violated, along with any supporting documents or materials. A conference with the Principal or his/her designee shall take place within fourteen (14) calendar days of the filing of the written grievance at Step 1. The Principal's or designee's written response to the grievance shall be provided to the employee, copying the Union, within seven (7) calendar days of the Step 1 conference. Step 1 grievance conferences concerning discipline shall not be handled by the same supervisor who handled the pre-discipline meeting held in connection with the grieved disciplinary action.

3-6. Step 2. If the grievance is not resolved, the Union or employee may appeal in writing to the CEO, or his/her designee, within twenty-one (21) calendar days after receipt of the Principal's written response at Step 1. A concise, written summary of the grievance appeal shall be submitted, detailing the complaint, along with any supporting documents or materials. A conference with the CEO, or his/her designee, shall take place within seven (7) calendar days of the filing of the written grievance appeal at Step 2. The written response of the CEO, or his/her designee, to the grievance shall be provided to the employee within seven (7) calendar days of the Step 2 conference.

3-7. Step 3. If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within twenty-one (21) calendar days after receipt of the CEO's or his/her designee's written response at Step 2. The Parties shall mutually select an arbitrator within seven (7) calendar days after receipt of the 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 seven (7) calendar days, the Parties agree to request a panel of arbitrators from the Federal Mediation and Conciliation Service who are admitted to the National Academy of Arbitrators and are within the Chicago region. The order of striking arbitrators shall be determined by lot. The arbitrator's decision shall be final and binding upon the Parties. The cost of the arbitrator's services and the FMCS's services, and any other costs, excluding attorneys' fees, shall be borne equally by the Parties. If the parties mutually request a hearing transcript, they shall equally share the cost of preparing the transcript. Otherwise, the party ordering the transcript shall pay the entire cost. The parties shall equally share the costs of the transcript for the arbitrator if one is requested.

The arbitrator shall be specifically limited to determining issues involving the interpretation or application of the terms of this Agreement. 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. Investigation of Grievances. The Employer shall allow the Union delegate or his or her designee a reasonable period of time during non-academic instructional day to investigate grievances. Prior to the initial conference and upon the request of the Union delegate or his or her designee, the Employer shall provide the Union with access and copies, to the extent possible, to all existing and available documents that are relevant to the allegations in the grievance, including all documents supporting the Employer's actions, and shall supplement this production in a timely fashion if additional documents become available. The Union President or his or her designee shall be accorded all the rights of the Union delegate in any school or unit. Time allowed shall be confined to investigating grievances that have been brought to the Employer's attention.

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. Additional time at a specified step of this procedure may be granted by mutual written agreement between the parties.

Article 4

TEACHER WORKDAY, TEACHING LOAD AND TEACHER PREPARATION PERIODS

4-1. Workday. The workday for teachers shall be no more than seven (7) hours and thirty (30) minutes.

4-2. Teaching Load. Teachers shall have no more than one thousand fifty (1050) minutes of instruction per week, unless mutually agreed upon between ChiArts and the teacher, and provided that the teacher shall be paid pro rata for any instructional minutes in excess of 1050 per week.

4-3. Preparation Periods. Preparation periods shall be duty-free and self-directed. Teachers shall have no less than four hundred seventy (470) minutes of duty-free, self-directed preparation per week, provided that first-year teachers shall be required to attend one, one-hour biweekly cohort meeting for the first semester of their employment with ChiArts in lieu of an hour of duty-free, self-directed preparation for that week. Additionally, the first thirty (30) minutes of the teacher work day prior to the beginning of first period shall be reserved for duty-free, self-directed preparation time.

4-4. Lunch and Non-Classroom Supervisory Duty. Teachers shall have daily a continuous sixty (60)-minute duty-free lunch period three (3) days per week. Teachers shall be responsible for thirty (30) minutes of hallway supervision one (1) day per week, and one forty-five (45)-minute supervision period for either an open room or a club. Teachers may volunteer for additional club supervision duty during their lunch periods. Supervision schedules shall be developed through the Professional Solutions Committee. These duties shall not include janitorial work or maintenance work. ChiArts will honor teacher preference in duty assignments to the extent it is administratively possible.

Article 5
SALARIES

5-1. Teacher Salary Schedule and Initial Placement. Effective with the start of the 2018-19 school year, teachers shall be placed on the salary schedule below according to their years of experience at ChiArts, all years of outside teaching experience up to two (2) years, and level of education. For subsequent years of the contract, teachers who continue employment with ChiArts shall advance one step on the salary schedule per year on their anniversary date of hire. The guaranteed minimum base salary for teachers shall be as follows:

School year 2018-2019: 90% of the CPS salary schedule for 2018-19 School year
2019-2020: 92% of the CPS salary schedule for 2018-19 School year
2020-2021: 95% of the CPS salary schedule for 2018-19 School year
2021-2022: 100% of the CPS salary schedule for 2018-19

Lanes are determined based on the below level of education:

Lane 1: Bachelor's degree
Lane 2: Master's degree
Lane 3: Master's degree plus 30 credit hours
Lane 4: Master's degree plus 60 credit hours/Doctoral Degree

Teachers shall be placed in the appropriate lane upon submitting to ChiArts evidence of the relevant degree and/or additional credit hours completed.

5-2. Stipends.

(a) Stipend for National Board Certification – \$3,000.00

(b) All stipends provided to bargaining unit employees for the 2017-18 school year shall be maintained and increased by 3% each year of this Agreement.

5-3. Experience Considered. ChiArts 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 salary level in place for a bargaining unit member with the same number of years of experience.

5-4. 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 ChiArts' financial needs, as determined in ChiArts' sole discretion. ChiArts will consult with the Union at the end of each school year to identify high need areas for the following school year.

5-5. Payroll Calendar. Bargaining unit employees shall have their annual salary disbursed on a 10-month payroll calendar in biweekly increments.

5-6. 403(b) or Pension Employee Pick-up Contribution. The parties agree that the employer pick-up of the employee 403(b) for 2018-19 or pension contributions to the extent the Illinois Pension Code is amended and affects Contract School licensed/non-licensed teacher participation in the Chicago Teachers' Pension Fund ("CTPF") and the CTPF is correspondingly affected, will be as follows:

2018-2019 – 4%

2019-2020 – 5%

2020-2021 – 6%

2021-2022 – 7%

5-7. Paraprofessional Compensation.

5-5.1. Effective with the start of the 2018-2019 school year, Paraprofessional bargaining unit employees shall be placed on the salary schedules found below according to their years of experience with the employer according to their date of hire. Years of experience with the employer shall include all years of service at ChiArts, even if there has been a break of service. Bargaining unit members whose salaries currently exceed the 2018-2019 placement shall be placed at the next highest step.

5-5.2. Paraprofessional bargaining unit members with a Bachelor's or more advanced degree shall then be advanced an additional step after their initial placement. Bargaining unit members whose initial placement on the salary schedule would result in less than a \$500 annual raise shall receive a one-time payment equal to the difference between the annual raise and \$500 to be paid out upon ratification. Additionally, they will be placed in the second year of their step if it is a 2-year step.

5-5.3. For subsequent years of the contract, paraprofessional Bargaining Unit Members who continue employment with the Employer shall advance one year on the salary schedule on their anniversary date of hire, beginning from their initial placement determined above.

5-5.4. Starting Salaries. Paraprofessional bargaining unit members new to the Employer shall be placed on the salary schedules found below. Up to two (2) years of outside experience relevant to their position shall determine their placement on the salary schedule. New employees with a Bachelor's or more advanced degree shall then be advanced an additional step.

5-8. Health Insurance Benefits. The Employer shall maintain health insurance coverage and benefits for bargaining unit employees for the term of this Agreement that are at a minimum equal to those in place during the 2017-18 school year. The Employer shall continue to retain Blue Cross Blue Shield as its health insurance provider, to the extent practical. For the term of this Agreement, the Employer shall pay 90% of the premium costs and bargaining unit employees shall pay 10% of the premium costs on all offered plans. The Employer shall not make changes to health insurance providers or plans without consultation with the Union.

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.

5-9. Teacher Salary Schedules.

2018-2019

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	47662	50963	54265	57567
2	48503	51804	55105	58408
3	49533	52835	56136	59439
4	50669	53970	57272	60575
5	52484	55785	59086	62389
6	54737	58038	61340	64643
7	57159	60460	63761	67064
8	59613	62915	66216	69519
9	63638	66939	70240	73542
10	67575	70875	74176	77478
11	71065	74367	77667	80968
12	73491	76793	80095	83395
13	75201	78503	81802	85105
14	76135	79435	82738	86038
15	76250	79551	82852	86154
16	76324	79625	82927	86227
17	76499	79799	83102	86402
18	77052	80352	83653	86954
19	77753	81055	84356	87656
20	79583	82984	86383	89782
21	79612	83012	86412	89810
22	79636	83036	86435	89834
23	79636	83036	86435	89834
24	79636	83036	86435	89834
25	80795	84195	87594	90994

2019-2020

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	48721	52096	55470	58846
2	49581	52955	56330	59706
3	50634	54009	57383	60760
4	51795	55170	58544	61921
5	53650	57024	60399	63775
6	55953	59328	62703	66079
7	58429	61804	65178	68554
8	60938	64313	67687	71064
9	65052	68427	71800	75176
10	69076	72450	75825	79200
11	72644	76020	79393	82767
12	75124	78499	81874	85248
13	76872	80247	83620	86996
14	77826	81200	84577	87950
15	77944	81319	84693	88069
16	78020	81394	84770	88143
17	78199	81573	84948	88322
18	78764	82138	85512	88887
19	79481	82856	86231	89604
20	81352	84828	88303	91777
21	81381	84857	88332	91806
22	81405	84881	88356	91830
23	81405	84881	88356	91830
24	81405	84881	88356	91830
25	82590	86066	89541	93016

2020-2021

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	50310	53795	57279	60765
2	51197	54682	58167	61653
3	52285	55770	59254	62741
4	53484	56969	60453	63940
5	55399	58884	62368	65855
6	57778	61263	64747	68234
7	60335	63819	67304	70789
8	62925	66410	69894	73381
9	67174	70658	74142	77627
10	71329	74813	78297	81783
11	75013	78499	81982	85466
12	77574	81059	84544	88028
13	79379	82864	86346	89833
14	80364	83848	87334	90818
15	80486	83971	87455	90941
16	80564	84048	87534	91018
17	80749	84233	87718	91202
18	81332	84816	88301	91785
19	82072	85558	89043	92526
20	84005	87594	91182	94770
21	84035	87624	91212	94800
22	84060	87649	91237	94824
23	84060	87649	91237	94824
24	84060	87649	91237	94824
25	85283	88873	92461	96049

2021-2022

Step	Lane 1	Lane 2	Lane 3	Lane 4
1	52958	56626	60294	63963
2	53892	57560	61228	64898
3	55037	58705	62373	66043
4	56299	59967	63635	67305
5	58315	61983	65651	69321
6	60819	64487	68155	71825
7	63510	67178	70846	74515
8	66237	69905	73573	77243
9	70709	74377	78044	81713
10	75083	78750	82418	86087
11	78961	82630	86297	89964
12	81657	85325	88994	92661
13	83557	87225	90891	94561
14	84594	88261	91931	95598
15	84722	88390	92058	95727
16	84804	88472	92141	95808
17	84999	88666	92335	96002
18	85613	89280	92948	96616
19	86392	90061	93729	97396
20	88426	92204	95981	99758
21	88458	92236	96013	99789
22	88484	92262	96039	99815
23	88484	92262	96039	99815
24	88484	92262	96039	99815
25	89772	93550	97327	101104

5.10. Paraprofessional/Teacher Assistant Salary Schedules.

Years	Step	Adjustment:			
		2018-2019	2019-2020	2.00% 2020-2021	5.00% 2021-2022
0	1	\$31,226.61	\$31,851.14	\$32,488.17	\$34,112.57
1	2	\$32,720.83	\$33,375.25	\$34,042.75	\$35,744.89
2	3	\$34,273.10	\$34,958.56	\$35,657.73	\$37,440.62
3	4	\$34,558.40	\$35,249.57	\$35,954.56	\$37,752.29
4					
5	5	\$36,225.12	\$36,949.62	\$37,688.61	\$39,573.05
6					
7	6	\$38,007.60	\$38,767.75	\$39,543.11	\$41,520.26
8					
9	7	\$39,788.76	\$40,584.54	\$41,396.23	\$43,466.04
10					
11	8	\$41,686.23	\$42,519.95	\$43,370.35	\$45,538.87
12					
13	9	\$42,884.68	\$43,742.37	\$44,617.22	\$46,848.08
14					
15	10	\$44,131.01	\$45,013.63	\$45,913.90	\$48,209.60

Article 6
CLASS SIZE

ChiArts recognizes the effect of class size has upon the instructional process and will endeavor to maintain class size at an appropriate level. To the extent possible, ChiArts agrees that no class should exceed thirty (30) students. ChiArts class sizes will be reviewed on the last day of September and the 30th calendar day of the second semester in a meeting between Chi-Arts and the Union. At that time ChiArts will consider any concerns raised by the Union and potential accommodations to address any issues raised.

In the event the instructional load maximum is exceeded, the Employer will have thirty (30) days to reassign students in order to comply with the load maximum or to assign another qualified staff member if the load cannot be reduced to the maximum under this Article. If compliance with the instructional load maximum cannot be met as described above, teachers shall be paid \$10.00 per student per day for every student beyond the class size limits established in this Article, and the Employer shall assign a paraprofessional to all classes that exceed the class size limits established in this Article.

Article 7
HEALTH AND SAFETY

7-1. Environment. Bargaining unit employees shall work under reasonably 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.

7-2. Reports to Administration. Bargaining unit employees are responsible for promptly reporting to the Employer 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.

7-3. Investigation. The Employer will investigate any written 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.

7-4. Assault. Bargaining unit employees shall report to the School Administration as soon as reasonably possible any instance of assault suffered in connection with their employment. Consistent with its obligations under applicable law, the Employer shall use its best efforts comply with any reasonable request from the bargaining unit employee for information in its possession relating to the incident or persons involved, to the extent possible, and shall act in appropriate ways as a liaison between the bargaining unit employee, local law enforcement, and any court or administrative agency.

7-5. Student Code of Conduct. To ensure the safety of all bargaining unit employees, the Employer shall enforce the CPS Student Code of Conduct.

7-6. Safety and Health Guidelines. The Employer shares an interest with bargaining unit employees in maintaining a safe work and school environment. In furtherance of that interest:

7-6.1. The Employer shall consistently apply a school visitor policy that provides for who can access the school building at what times and for what reasons, and the procedures through which visitor access permission may be secured.

7-6.2. Bargaining unit employees shall have access to the school building from 6:30 a.m. to 6:30 p.m. on working days.

7-6.3. Bargaining unit employees shall receive ChiArts fire safety, school lockdown, school evacuation, and first aid policies prior to the conclusion of the first quarter each school year.

7-6.4. The Employer shall request that Chicago Public Schools ensures that all classroom entry points are lockable and the teacher and other appropriate staff have a key. The Employer shall request that the Chicago Public Schools ensures that all classroom doors are lockable from the inside of the classroom and that all classroom doors with windows be furnished with shades on the interior side of the window. Other than the requirement that ChiArts make the requests outlined in this subparagraph, the provisions of this subparagraph shall not be subject to the Grievance and Arbitration provisions of this Agreement.

7-6.5. The Employer 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.

7-6.6. Bargaining Unit employees shall wear their ID at all times while on ChiArts' property.

7-6.7. No legally unauthorized bargaining unit employee may provide or administer medications to students, except in cases of emergency. The administration of medication should be referred to the appropriate school personnel (e.g., the school nurse) as identified by the Principal.

7-6.8. The Employer shall request that Chicago Public Schools ensures that all entry points of the school building is secure. Other than the requirement that ChiArts make the requests outlined in this subparagraph, the provisions of this subparagraph shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Article 8
PARAPROFESSIONALS

8-1. Workday. Paraprofessionals' workdays shall be the same as teachers' workdays with respect to duration, lunch breaks, and non-classroom duties. Paraprofessionals shall have one (1) daily fifteen (15)-minute period solely for data entry during the school day,

8-2. Job Duties and Class Coverage. Utilization of all paraprofessionals shall be in conformity with applicable statutes. Paraprofessionals shall not be used as substitutes for teachers except for temporary emergency supervisory duty. A paraprofessional shall not be assigned as the sole staff person to cover study halls except in cases of emergency. Nothing in this Article shall be construed to prohibit paraprofessionals from performing pull-out testing duties.

8-3. Professional Development. Professional development at the school level shall include paraprofessionals to the extent reasonably possible.

8-4. After-school Duty. ChiArts shall maintain its current practice with respect to after-school duties for paraprofessionals, including payment of a stipend in the amount of \$8,925 per year for such duties.

8-5. Special Education Staff Meetings. Paraprofessionals shall be included in special education staff meetings to the extent reasonably possible.

8-6. Paraprofessional Evaluation System. ChiArts and the Union shall jointly develop a rubric and procedures for the performance evaluation of paraprofessionals.

Article 9
SPECIAL EDUCATION AND ENGLISH LANGUAGE LEARNER TEACHER
WORKING CONDITIONS

9-1. Special Education Teachers 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 ChiArts agree to the following provisions:

9-2. Definition of Special Education Teacher. The phrase “special education teacher” includes all teachers who hold the necessary certification, endorsements, and licensure, as determined by the Illinois State Board of Education.

9-3. Assignment. To the extent possible, special education teachers shall be given their teaching assignments for the following school year fourteen (14) days prior to the start of the school year, with the understanding that assignments may change due to enrollment. In directing the work of a special education teacher, the principal shall, if reasonably possible, ensure that the special education teacher is not assigned any duties not related to school special education services, provided that it is agreed that special education teachers may be assigned to a study hall.

9-4. Goal Tracking. Goal tracking systems for special education students shall be mutually developed by the special education teacher and the case manager in accordance with CPS guidelines. Goal tracking systems shall be individually tailored accounting for the student’s particular needs.

9-5. Evaluation Observations for Special Education Teacher. Individualized Education Program (“IEP”) requirements and goal tracking shall be considered when evaluating a special education teacher. To facilitate this process, ChiArts shall provide one professional development session for all special education teachers devoted to goal tracking or a special education topic of need by the end of the first quarter each school year.

Administrators shall conduct pre-evaluation conferences during which teachers will provide artifacts and documentation to support the curricular and activity decision indicated on planning documents for the evaluative observation.

9-6. ELL Student Responsibilities. Crucial information about English Language Learners (“ELLs”) shall be distributed to classroom teachers within the first quarter of school or as it becomes available. For each Bargaining Unit Member, this information shall include student name, ELL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for ELL support.

9-7. Student Discipline. To the extent feasible pursuant to the Student Code of Conduct, Special Education teachers, case managers, and social workers may be informed of and have the opportunity to provide input into all discipline decisions for students in their caseloads, provided the parties agree that nothing herein shall be construed as requiring ChiArts to unreasonably delay the issuance of discipline or other action it deems necessary. Nothing herein shall be construed as limiting the Employer's ability to request input from case managers or other individuals responsible for the student as it deems appropriate.

9-8. Programming Special Education Class Sizes. Special Education class sizes shall be programmed as required by law, which is currently:

No more than 15 students when all students receive special education services for 20% of the academic school day or less. The Employer may increase the class size by a maximum of 2 students when a paraprofessional is assigned for the entire class.

9-9. Special Education Teacher Caseload. Special education teachers shall have a maximum caseload of twenty (20) students per teacher. In the event a special education teacher has a caseload that exceeds fifteen (15) students, ChiArts shall assign a paraprofessional to assist the special education teacher in the provision of services to the students on his/her caseload.

9-10. Classroom Setup. Special Education teachers, coaches and/or administrators will collaborate for the best classroom environment to meet the needs of the students whose primary support occurs in a resource setting.

9-11. Compliance. ChiArts shall comply with all applicable statutory and regulatory requirements concerning special education including, but not limited to, 23 Ill. Adm. Code 226, *et seq.*

9-12. No Retaliation for Special Education Issue Reporting. Bargaining Unit Members are encouraged to report to ChiArts when they believe a student is not receiving appropriate special education services. Bargaining Unit Members shall not be subject to any retaliation for making such reports.

9-13. No substitute duty. Except in cases of emergency, Special Education Teachers shall not be assigned as substitutes. Nothing in this provision shall prohibit special education teachers from volunteering to providing substitute coverage.

9-14. Conferences. Special Education Teachers must participate in all student-teacher- family conferences/presentations of learning for students they serve. Any work hours within the time period allotted for Parent-Teacher Conferences not scheduled for conferences for Special Education Teachers may be spent on self-directed tasks related to their special education duties and responsibilities.

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Article 10
BENEFIT DAYS

10-1. Benefit Days. Bargaining unit employees shall be granted ten (10) sick days, four (4) personal days, and up to three (3) bereavement days on their first work day of each school year. Midyear hires shall be granted sick, personal, and bereavement days on a pro rata basis based upon the date of their hire. Bargaining unit employees may use sick, personal, and bereavement days in half-day increments if substitute coverage is needed; if no substitute coverage is needed, bargaining unit employees may use sick, personal, and bereavement days in hour increments.

10-2. Rollover and Payout. Bargaining unit employees may roll over sick days for future use, or bargaining unit employees who use no more than one (1) earned sick day in a school year will be eligible, at the employee's request, to be paid out up to five (5) earned sick days at their regular rate of pay after the last day of the work year and before July 1.

10-3. Benefit Day Use and Approval. Bargaining unit employees shall comply with the applicable sick, personal, and bereavement day provisions of the ChiArts handbook, as modified by the language of this Article. ChiArts will not inquire about the reasons for use of a personal day, except as modified by this Article. Employees will only be required to provide a doctor's note to justify use of a sick day after using three (3) consecutive sick days or when reasonable suspicion of sick days exists. In the event that a bargaining unit employee requires the use of unplanned sick, personal or bereavement days, meaning the use of sick, personal, or bereavement days with less than two weeks' notice, the bargaining unit employee must notify his or her supervisor as soon as he or she becomes aware of the need to use an unplanned sick, personal, or bereavement day and must do so no less than two (2) hours prior to the start of the work day.

10-4. Holiday Pay. The employee will only get paid for a holiday if the employee either works or takes an approved personal, sick, or bereavement leave day on the day before and the day after the holiday. Approval must be requested and given a minimum of one week prior to the holiday for the use of benefit time for reasons that can be reasonably anticipated. In the event an employee calls off the day before or the day after due to a bona fide emergency, ChiArts may, at its discretion, agree to pay the employee for the holiday upon presentation of sufficient proof of the emergency.

Article 11
WORK YEAR

Unless otherwise specified in this Agreement, the work year for bargaining unit members shall be up to one hundred ninety-two (192) days, comprised of up to one hundred seventy-five (175) days of student instruction, fourteen (14) professional development/teacher institute days, one (1) report card distribution day, and two (2) report card pick-up days. Teacher institute and professional development days may be distributed in half-day increments. All new or first-time ChiArts teachers shall begin their work year three days prior to returning ChiArts teachers.

Article 12
PROVISIONAL PERIOD

The employment of bargaining unit employees in their first year of employment at ChiArts shall be provisional. Bargaining unit employee may be released from employment without cause and at the sole discretion of ChiArts during this provisional period. ChiArts shall provide written notice to the provisional employees whose employment ChiArts has decided not to renew for the next following school year by June 1 each year, copying the Union. The provisional period may be extended for one additional year based on the employee's evaluation recommendation. In the event ChiArts determines that it is appropriate to extend an employee's provisional period for an additional year, it will provide the employee and union the written basis for that decision by June 1.

Article 13
TEACHER EVALUATION

13-1. Purpose. ChiArts and the Union agree with the following goals and purposes for teacher evaluation:

- a) To improve teacher performance that will lead to improved student outcomes.
- b) To engage teachers in reflection and self-assessment regarding their own performance.
- c) To provide teachers with information and guidance to inform their development.

13-2. Orientation. Teachers shall be provided with an orientation session on the ChiArts teacher evaluator rubric and the evaluation procedure during or before the first week of the school year prior to student attendance, but not later than the 5th day of student attendance, unless they are hired after the 5th day. Teachers hired after the first two weeks of the school year shall be provided with said orientation within the first week after their hiring and a copy of the teacher evaluation criteria and procedures shall be provided to every teacher.

13-3. Evaluation Rubric. Teachers' professional practice shall be evaluated against the rubric in place at ChiArts during the 2017-18 school year. Changes to the rubric shall be made only by mutual agreement between ChiArts and the Union.

13-4. Evaluation Procedures.

13-4.1. Evaluator. The principal and assistant principal are the official evaluators of all teachers and are responsible for issuing summative evaluation ratings. Evaluators shall be required to successfully complete evaluation training and pre-qualification through the Illinois State Board of Education pursuant to Section 24A-3 of the Illinois School Code.

Evaluation ratings will be determined pursuant to the Teacher Evaluation Framework attached hereto as Appendix _.

13-4.2. Formal Classroom Observations. General education teachers will receive one formal classroom observation per evaluation cycle, lasting the entirety of a class period, and will have the option of requesting a second formal observation each evaluation cycle, provided such requests for a second observation must be submitted to the principal and assistant principal no later than the last March 1 of the evaluation cycle. Individuals who have not received a first formal observation will have priority over those requesting a second observation. All special education teachers will receive one formal observation per evaluation cycle for thirty (30) minutes during a co-taught class and one formal observation for thirty (30) minutes during study hall. 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 two weeks prior to student final examinations. Teachers shall choose the dates and class periods during which they are formally observed, unless they fail to meet the deadline to schedule the formal observation as established by ChiArts each year.

13-4.3. Pre- and Post-Observation Conferences.

(a) Pre-observation conferences will be scheduled at least three (3) days and at most seven (7) days prior to the date of a formal observation on a date set by the evaluator.

(b) Pre-observation conferences prior to a formal classroom observation are private, interactive discussions between the evaluator and the teacher at which 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 have focused feedback from the evaluator, and other professional practice issues identified by the teacher or evaluator will be discussed. Teachers shall complete a Pre-Observation Form in advance of their pre-observation conferences.

(c) Each formal observation shall take place when the instructional unit discussed at the pre-conference is to be taught.

(d) Post-observation conferences shall be private meetings between the teacher and the evaluator and shall take place within ten school days following an observation, on a date selected by the evaluator. The evaluator shall provide the teacher with a copy of the evaluator's observation notes no less than 24 hours prior to the post-observation conference. During the post-observation conference, the evaluator will provide the teacher feedback. Both the teacher and evaluator will sign and date the Post-Observation Form and the teacher will be provided a copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents. The evaluator shall also provide the teacher with an electronic copy of the completed Post-Observation Form within 24 hours of the post-observation conference.

13-5. Informal Classroom Observations. The principal or assistant principal may additionally conduct as many informal classroom observations as they deem necessary, without prior notice to the teacher. The evaluator shall provide the teacher with a copy of the evaluator's observation notes no more than 48 hours after an informal observation. Informal observations will not be scored, except as provided in Section 13-6 below.

13-6. Evaluation Cycles. Teachers who have taught at least three (3) full school years at ChiArts whose most recent summative rating is proficient or better shall be on biennial evaluation cycles, such that they receive summative ratings every two (2) years. All other teachers shall be on annual evaluation cycles, such that they receive summative ratings every year. The Employer may informally observe an employee during an employee's non-evaluation year. If, during an informal observation in a teacher's non-evaluation year, the evaluator observes deficiencies in a teacher's performance, the evaluator may subsequently conduct a formal observation in accordance with the terms of Article 13-4.2 above. The Employer will document the observed deficiencies in writing and provide a copy to the employee prior to the formal observation. The Employer may place the teacher on a remediation plan pursuant to Article 13-8 during an employee's non-evaluation year after a formal evaluation conducted in accordance with this paragraph.

13-7. Summative Ratings. At the end of their evaluation cycles, a summative evaluation rating for each teacher will be calculated based on the domain scores from their formal observation(s). ChiArts will provide teachers with their summative evaluation ratings no later than their last official day of attendance. The summative evaluation rating shall be in writing, include the dates of each of the 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 hard copy and sent an electronic copy. The teacher's signature indicates receipt of the document and not necessarily agreement with its contents.

13-8. Remediation Plans for Unsatisfactory Performance. A non-probationary teacher who receives a summative rating of unsatisfactory will be placed on a remediation plan, developed by the principal or assistant principal in consultation with the teacher.

13-8.1. Remediation plans will specifically identify, in writing, 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 ninety (90) school days, during which time the teacher will be formally observed at least twice.

13-8.2 If at the end of the remediation period the teacher does not meet the objectives set forth in the remediation plan, 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 recommendation for termination.

13-8.2. The teacher evaluation process, and any employment decision related to teacher performance, shall be governed by this Article, not the procedures set forth in Article 17 governing progressive discipline.

Article 14
EMPLOYEE DISCIPLINE

14-1. Just Cause. No non-provisional employee may be discipline without just cause.

14-2. Progressive 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 members.

14-3. Steps. Generally, discipline shall be progressive in nature according to the following steps:

Step 1: Verbal Warning with Email Confirmation

Step 2: Written Warning

Step 3: Suspension not to exceed five school days.

Step 4: Dismissal. ChiArts may place an employee on paid administrative leave pending investigation of alleged serious misconduct that, if proven, would be cause for dismissal.

Any written notice of discipline shall include the following:

- a. A section labeled “employee comments.”
- b. A section labeled “next steps,” intended to contain remedial actions to improve the bargaining unit member’s conduct. The Employer has the final decision on the contents and implementation of the remedial actions, which shall not result in the bargaining unit member incurring any costs. The Employer and employee shall make a good faith effort to implement such remedial actions.

14-4. Progressive Discipline. Steps of the disciplinary process may be skipped in cases of severe misconduct after thorough analysis of the total situation, past practices, and circumstances. An employee shall be provided notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made.

Discipline shall advance from one step to the next if the employee engages in the same or similar unwanted behavior within fifteen (15) months of the previous disciplinary warning. Disciplinary Warnings more than fifteen (15) months old may not be used for disciplinary purposes unless an employee has advanced to a subsequent disciplinary step during that period of time.

14-5. Procedures for Progressive Discipline. For Steps 1 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 pre-discipline meeting notice. A pre-discipline meeting will not necessarily result in discipline. The Principal or Vice Principal or Human Resources Manager shall administer all steps of the discipline procedure through Step 4. The Employer shall provide the bargaining unit employee and the Union with the pre-discipline meeting notice at least seventy-two (72) 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), redacting any confidential information therein as legally required. The Parties shall schedule the pre-discipline meeting at a mutually agreeable time during non-instructional hours. The pre-discipline meeting can be rescheduled once at the request of either Party, in the event of such a request, a pre-disciplinary meeting shall not be unreasonably delayed.

Within fourteen (14) days of the pre-discipline meeting, the Principal or Vice Principal, 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.

14-6. 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 the 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, redacting any confidential information therein as legally required.

14-7. Professional Administration of Disciplinary Policies and Procedures. In all steps of progressive discipline, all persons shall treat the others with dignity and respect. The principals, assistant principals, and other supervisory personnel shall not reprimand a teacher or other bargaining unit employee in the presence of his or her colleagues, other teachers and bargaining unit employees, students or parents. Reprimands and criticism shall be made only in a place ensuring privacy.

14-8. Anonymous Complaints. The Employer shall not issue discipline to any bargaining unit employees based solely on an anonymous complaint. Nothing herein prohibits the Employer from disciplining an employee as a result of an investigation that was initiated by an anonymous complaint.

14-9. Stale Discipline. Notwithstanding the provisions of sections 2 and 3 above, the Employer shall not rely on active employees' records of disciplinary action for any labor relations purposes two (2) years after the issuance of the disciplinary action, provided that nothing in this Section shall be construed to prevent or limit a principal from relying on or viewing any disciplinary records of former employees seeking to be rehired as ChiArts employees.

Article 15
PROFESSIONAL DEVELOPMENT

15-1. Professional Development Assignments and Materials. Every reasonable effort shall be made to 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 two (2) school days in advance of the professional development session.

15-2. Mandatory Training. Any training that must be completed by ChiArts 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.

15-3. Professional Development for First-year Teachers. ChiArts 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 ChiArts Teacher Evaluation System. ChiArts will request feedback from the Union regarding the development and success of the mentoring program.

15-4. Professional Development Feedback. ChiArts 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.

15-5. Professional Development Release Days. Teachers shall be provided with three (3) 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. Two of these days shall be paid and one shall be unpaid.

Article 16
NON-DISCRIMINATION

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

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

Article 17
TEACHER SCHEDULE CHANGES

ChiArts issues teachers' tentative course assignments for the school year by June 1 of the preceding school year. After Monday of the second week of the school year, 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.

Article 18
PROFESSIONAL SOLUTIONS COMMITTEE

The school shall establish a Professional Solutions Committee to discuss operations affecting bargaining unit employee working conditions, contract administration issues, or joint Employer-UNION initiative. The committee shall be composed of the principal or designee, and other administrative staff as designated by the principal and no fewer than three and not more than five members identified by the UNION delegate. Where there is not a UNION delegate or at the existing building rep's request, the council chair or their designee may leave a campus PSC. The principal or designee and UNION delegate shall be the co-chairpersons of the Professional Solutions Committee. The principal will be notified of the names of the committee representatives by the school's UNION delegate and report any changes in representatives as soon as possible. The committee shall meet at least monthly on mutually agreed-upon dates and times during non-instructional hours. The parties may mutually agree to waive a monthly meeting. The parties shall jointly establish the agenda at least forty-eight hours prior to each meeting. The principal and the UNION delegate of the Professional Solutions Committee shall exchange available and pertinent information concerning the issues on the agenda when such information is necessary for the understanding and resolution of professional problems under discussion by the principal and the Professional Solutions Committee. The principal or the UNION delegate may invite consultants or resource persons to attend the meeting to discuss specific agenda items with advance forty-eight hours' notice to the committee members. Principal approval shall be required for such consultants or resource persons who are not ChiArts employees or representatives of the UNION. The committee shall report non-confidential information about the proceedings of the meeting to the school staff.

Article 19
ACCESS TO PERSONNEL FILE

The Employer shall maintain all personnel records concerning each bargaining unit employee in the official personnel file, which may be maintained in electronic format at the sole discretion of the Principal/Director of Human Resources. Bargaining unit employees shall have the right to add explanatory material to their official personnel file, as allowed by law.

A bargaining unit employee shall be given a copy of any material that is to be placed in his or her official file, except that which is excluded from disclosure by Section 10 of the Illinois Personnel Record Review Act (820 ILCS 40/20), and provided such copies may be in electronic format. 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 or electronic signature, whichever is applicable, with the understanding that such signature merely signifies that he or she has read the documents 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.

Bargaining unit employees shall be permitted to review the official personnel file up to two times per year and as otherwise provided by the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq.). Upon request, management shall respond to all inquiries within fourteen (14) calendar days, or seven (7) calendar days prior to a disciplinary meeting. Upon written request of the employee, the Union president, or his/her designee may also review the file. The Employer shall not gather or keep record of an employee's associations, political activities, publications, communications, or non-employment activities unless the employee submits the information in writing or authorizes the employer in writing to keep or gather the information.

Article 20
LAYOFF AND RECALL RIGHTS

20-1. Procedure. Should layoffs be necessary, they shall be done in the following order:

First: Any employees who have received unsatisfactory ratings (or the equivalent lowest summative evaluation rating under the parties' evaluation procedure) within classification (with classification defined as the job title and/or area of certification or qualification for a bargaining unit position) and subject taught designated for reduction by ChiArts, in their most recent summative evaluation.

Second: By inverse order of seniority within classification and subject taught.

Any employee with a satisfactory or better performance evaluation displaced from his/her position shall be provided a list via electronic mail of all open and opening positions with the Employer and allowed seventy-two (72) hours to exercise rights under this Section. The affected employee may exercise his/her seniority for the following options in lieu of layoff, provided that the employee is qualified for the position:

1. First, to fill any vacant position in a job classification for which the employee is qualified at the school;
2. Second, if no position described above in (1) is available, to displace an employee with less seniority in a position in the same subject taught for which the affected employee is qualified.

An employee subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced employees who cannot displace any other employees, or who do not exercise their rights under subparagraph (1) and (2) above, shall be laid off.

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

Order of layoff within a subject taught:

1. Any employee rated less than proficient
2. Licensed, endorsed, or highly qualified employee rated proficient or better

Within each tier, employees shall be dismissed by inverse order of seniority.

20-2. Recall.

1. Employees shall retain recall rights for one (1) year following layoff. When the Employer determines to increase staffing in those classifications of subject area where employees

with satisfactory performance evaluations have been laid off, laid-off employees shall be recalled in accordance with the reverse application of the procedure for layoff.

2. Employees who filled vacant positions or displaced other employees in lieu of being laid off and laid-off employees shall have the right to be recalled to their original positions.
3. Laid-off employees eligible for recall shall be allowed 72 hours to respond to a job offer. A refusal of recall shall result in a waiver of further recall rights.

20-3. Notice.

The Employer shall notify the Union fifteen (15) days prior to an employee's notice of layoff and shall observe any applicable impact bargaining obligations. Employees subject to layoff shall be given forty-five (45) days' notice by the Employer prior to the effective date of the layoff. Whenever possible, employees to be laid off effective at the start of a school year shall be so notified no later than one calendar week prior to the last day of student instruction.

20-4. Redefinition.

If the Employer changes the license, endorsement, or qualification requirements for any bargaining unit position, the incumbent bargaining unit employee in any such position shall be afforded a reasonable period of time, not to exceed one semester, to attain any newly required credential(s).

20-5. Seniority.

20-5.1. Definition. "Seniority" is defined as the amount of continuous service with the Employer beginning with the latest date of hire.

20-5.2. Reinstatement. If an employee is laid off, and subsequently is rehired by the Employer within one year of separation, the employee's prior accrued seniority will be recognized upon hire.

Article 21

UNION RIGHTS

21-1. 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 mailboxes and ChiArts agrees to designate a bulletin board in the employee lounge for Union communication of official Union notices and information to bargaining unit employees, provided that any material posted shall be subject to ChiArts' general policies including, but not limited to those related to non-discrimination, non-harassment, non-disparagement and decorum. The authorized agents of the Union shall also provide a copy of all official Union notices and information that are distributed in employee mailboxes and the designated bulletin board simultaneously to the Administration as they are distributed to the employees.

21-2. Information Sharing. ChiArts will notify the Union when posted on-line to the Union President or designee the following informational items: (a) a schedule of meetings of ChiArts' Board of Directors and the approved minutes for such meetings; and (b) ChiArts' annual budget and year-end financial statements as soon as such documents are made public. Such notification shall not be necessary when the regular and announced schedule is posted.

21-3. Reserved Union Meeting Time. The Union shall be allowed to meet for 60 minutes once per calendar month after teaching hours, at times otherwise used for professional development. The Union shall inform the Principal/Director of the date and time of such meetings at least 48 hours in advance and obtain permission to use space in the school building should the Union wish to meet with bargaining unit members on ChiArts property.

21-4. Dues Check-off. Upon receipt of a specified signed written check-off authorization form from any bargaining unit employee, ChiArts agrees to deduct from each pay period the applicable monthly dues payment that the Union indicates is required for obtaining and maintaining membership in 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. Upon request, the Union shall provide ChiArts with the actual signed authorization cards for each employee. The Union shall advise ChiArts 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.

21-5. Committee on Political Education. Upon receipt of a written authorization from a bargaining unit employee as in Appendix __, ChiArts shall deduct from the wages due said bargaining unit employee the sum specified in the authorization and remit to the Union Committee

on Political Education (COPE) Fund as the bargaining unit employee's voluntary contribution to said Fund. The administration of this COPE Fund check-off shall be the same as the dues and/or agency fee check off.

21-6. Bargaining Unit Employee Information. 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 COPE payments collected, and pay date.

Article 22 **UNION RELEASE TIME**

A total of ten (10) days per year shall be available to be divided amongst bargaining unit employees at the Union's discretion, with approval by the Principal or designee, to perform Union business. This Union release time shall be unpaid by ChiArts; provided employees may be able to use personal time to cover these union release days. Up to two (2) bargaining unit employees may use union release time on the same day. The Union shall provide the Employer with forty-eight (48) hours' advance notice when using Union release time under this Article. Additionally, the Union may purchase from the Employer a number of Union release days not to exceed an additional ten (10) days. These days shall be divided at the Union's discretion among designated bargaining unit employees. The Union will reimburse the Employer on a pro rata basis for the pay and benefits of employees who are released in this manner.

Article 23
MANAGEMENT RIGHTS

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

- a) To determine the qualifications for employment with the Employer;
- b) To hire bargaining unit employees, assign and direct their work, discharge or otherwise discipline employees for cause (except that Provisional Employees as defined in Article 13 may be discharged without cause), promote, demote, transfer, layoff and recall bargaining employees, except as explicitly agreed to in writing by the parties;
- c) To promulgate or modify reasonable work rules, policies, procedures, standards and regulations related to safety and discipline, except as explicitly agreed to in writing by the parties;
- d) To determine the Employer's mission, goals, program and curriculum design and methodologies of teaching and assessment for fulfilling them subject to input from employees, with all final decisions resting with the Employer;
- 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 and promotion, including, without limitation, methods for ensuring the rights and educational opportunities of all students;
- g) To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems, subject to the requirements of the Agreement.
- h) To determine staffing patterns and design, including, as necessary, any decision to lay off or reduce its workforce, except that the Employer agrees to take into account performance evaluations in making any such layoff decisions, except as explicitly agreed to in writing by the parties;
- i) To determine the number and types of bargaining unit employees and other personnel required;
- j) To operate the school, including moving or modifying facilities;
- k) To determine methods of raising revenue, budget procedures and budget allocations;

- l) l)To contract with any third party for the following services: short-term substitute teachers, teachers for credit recovery courses, teachers for remediation and enrichment courses, special education clinicians, athletic coaches, and comparable supplemental services. (The economic terms of this Agreement will not be binding on such contracted employees);
- m) To determine class size, class staffing and assignment, class schedules, academic calendar year, hours and places of instruction, student assessment policies and parent engagement policies, except as explicitly agreed to in writing by the parties;
- n) 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
- o) To take action relative to immediate safety issues on any matter in the event of an emergency (as such is deemed an emergency by the Employer in its reasonable exercise of judgment).

Article 24
SAVINGS CLAUSE

Any provision in this Agreement that is contrary to or held to be in violation of any applicable law or regulation by a final, non-appealable ruling of the NLRB or court 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 provision 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. Upon request by either party, this Agreement may be reopened in order that the parties may negotiate the impact of such a ruling, and where applicable, a lawful replacement to each voided provision.

Article 25
SUCCESSOR CLAUSE

The Employer will not transfer, assign or otherwise divert the management of the operation of this 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 notice of any action described in this paragraph.

Article 26
NO-STRIKE/NO-LOCKOUT

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 ChiArts bargaining unit leadership shall not instigate, encourage or condone the same. Further, ChiArts agrees that it shall not lockout the Bargaining Unit Members.

Article 27
SANCTUARY SCHOOL

ChiArts acknowledges and adopts the ‘Chicago Board of Education’s Guidelines Regarding School Interactions with United States Immigration and Customs Enforcement’ issued in February 2017, and any and all future CPS policy on sanctuary protections for students, parents, and employees.

Article 28
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. ChiArts 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 ChiArts, ChiArts and the Union agree to the following:

1. ChiArts 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. ChiArts shall not inquire about or demand proof of immigration or citizenship status, except as required by law.
3. 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. ChiArts may request verification of such absence, as long as such a request does not violate paragraphs (1) and (2).
4. In the event that ChiArts is no longer permitted to employ an affected employee, ChiArts agrees to treat the affected employee's separation as a leave of absence for purposes of the employee's return to work. Specifically, ChiArts 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 two (2) years of the date of separation. If the former position is not available, ChiArts agrees to reinstate the employee to substantially similar employment or the next available opening, to the extent possible, for which the employee is qualified at that position's salary.
5. Within thirty (30) days of the signing of this Agreement, ChiArts 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.
6. 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 29
RESTORATIVE PRACTICES

29-1. Relevant School Culture. Relevant school culture shall be a standing item on the Professional Solutions Committee agenda. The PSC shall study and make recommendations with respect to student discipline, truancy and school safety issues.

ChiArts will listen to recommendations from the PSC to improve the culture and climate of the school in order to implement the ChiArts commitment to restorative practices, social emotional learning, safety, security and fidelity in student attendance reporting.

29-2. Commitment of Resources. The commitment of resources for the PSC’s Relevant School Culture work may include, without limitation:

- 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
- Clinical services and community programming
- ChiArts will annually provide training on Restorative Practices

Article 30
CULTURALLY-RELEVANT EDUCATION

Culturally relevant curriculum shall be a standing item on the Professional Solutions Committee agenda so as to provide a culturally relevant education to all ChiArts students. ChiArts will endeavor to provide resources as agreed upon by the PSC and ChiArts administration for this purpose. Materials will be purchased as soon as possible upon ChiArts’ adoption of curriculum. Such curriculum shall include, 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 statuses and women to 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.

Article 31
FILLING OF VACANCIES

31-1. Definition of a Vacancy. A job vacancy exists when the Employer determines to increase the work force and to fill the new position(s) and/or when any of the following personnel transactions takes place and the Employer determines to replace the previous incumbent: terminations, transfers, promotions, demotions, and related transactions.

31-2. Posting. ChiArts agrees to post any job vacancies on its website where bargaining unit members can access, review, and apply to the posting. ChiArts will email a copy of the posting for all vacant positions that are part of the bargaining unit to members of the bargaining unit prior to when notice of the vacancy is posted externally. All members of the bargaining unit who meet the qualifications of the vacancy may choose to apply for the vacancy. Any members of the bargaining unit that meet the minimum qualifications for the vacancy and apply for it, except those whose last summative rating was unsatisfactory, will be granted an interview.

31-3. Temporary Vacancies. Temporary vacancies are defined as job vacancies that may periodically develop in any job classification that do not exceed thirty (30) days. Job openings that recur on a regular basis and/or that remain open more than thirty (30) days at a time shall not be considered temporary job openings.

31.4. Limitation on Filling Vacancies with Temporary Employees and/or Substitute Teachers. The Employer shall use its best efforts not fill any job vacancy with a temporary employee or substitute teacher for more than sixty (60) calendar days. The Employer shall compensate any temporary employee or substitute teacher filling a job vacancy that has existed for more than sixty (60) calendar days at the regular rate of pay for that position under the salary schedule at Article 5 of this Agreement.

Article 32
HIRING COMMITTEE

Where possible and without creating an undue burden on ChiArts to timely interview candidates, two bargaining unit members may volunteer to participate in an ad hoc hiring committee for the purposes of attending in-person interviews and making recommendations to the Employer for filling teaching, staff, administrative, and principal positions. In the event there are no volunteers within 2 business days of the request for volunteers, the hiring committee may proceed without bargaining unit members.

Article 33
NEW EMPLOYEE ORIENTATION

The Union shall be allowed 30 minutes to meet with new employees before or at the start of each semester during their orientation period for the purpose of presenting information about the Union. For employees hired during the semester, the Employer will schedule 30 minutes of mutually agreed 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 21.

Article 34
LEAVES OF ABSENCE

34-1. Introduction. ChiArts shall endeavor to maintain its policies that were in effect during 2017-18 school year concerning short term disability coverage, long term disability coverage, religious holiday observance, jury duty leave, bereavement leave, and family and medical leave, as reflected in the 2017-2018 ChiArts Employee Handbook.

34-2. FMLA. Consistent with the Employer's leave policies, bargaining unit members eligible for leave under the Family and Medical Leave Act of 1993, as amended, ("FMLA") may request up to 12 weeks off of work for an approved leave for purposes of preparation for child births, post-birth, or adoption within the first year of the event leading to the child being in the home.

34-3. Compensation during FMLA.

34-3.1. FMLA is unpaid; however, employees may be required to use any available benefit time they have accrued, which will run concurrently with FMLA.

34-3.2. Employees may elect, as eligible, to take the remainder of the FMLA unpaid, or be compensated through the following:

- (a) Short Term Disability (STD);
- (b) Additional accrued sick and personal time; or
- (c) A combination of both STD and sick and personal time.

34-3.3. Consistent with the Employer's leave policies, and for purposes of clarity, the following shall apply:

- (a) Employees shall not accrue sick, personal, or bereavement days during periods of FMLA leave that do not qualify as intermittent FMLA leave; and

(b) Employees may also be eligible for short-term disability under the policies maintained by the Employer for such purposes. Any short-term disability pay used by the employee in connection with child birth, or any other condition that would otherwise entitle employees to coverage will run concurrently with unpaid FMLA Leave.

34-4. Holidays and Non-Work Days.

(a) If there is a holiday, non-work day or school closing or shutdown where employees are not expected to work, the non-work days or shutdown period shall not count against the employee's FMLA allotment. The employee shall receive FMLA credit if the leave coincides with a holiday only if the employee works part of the week. IF the employee works part of the week, only the days the employee would have been expected to report to work would count against the employee's FMLA allotment. IF the employee is out on FMLA for the entire workweek, the holiday would count against the employee's FMLA leave allotment.

(b) Holiday Pay. The employee will only get paid for a holiday if the employee either works or takes approved sick, personal, or bereavement on the day before and day after the holiday.

34-5. Leave Rights.

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

A bargaining unit employee returning from any type of paid leave shall be entitled to return to the same position and assigned s/he had prior to the leave. A bargaining unit member returning from any type of unpaid leave shall be entitled to return to the same position and assignment s/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 available equivalent position for which the employee is qualified.

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

Article 35
CHAPERONE DUTIES

As part of their regular duties and responsibilities, all bargaining unit members are required to chaperone a minimum of two performances and one school dance each school year. ChiArts will maintain the same practice of assigning teachers to their chaperone assignments as it followed during the 2017-2018 school year. ChiArts will notify assigned teachers of date and time changes for performances as soon as practicable. Chaperone duty assignments shall not exceed three (3) hours per event per bargaining unit employee. Bargaining unit employees may volunteer for additional chaperone duty assignments beyond the maximums set forth in this Article.

Article 36
HOLIDAYS

All full-time bargaining unit employees are entitled to the holidays listed below:

- Labor Day
- Indigenous Peoples Day
- Veterans Day
- Thanksgiving Day, Day Before & Day After
- Martin Luther King, Jr. Day
- Presidents' Day
- Memorial Day

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

CHICAGO HIGH SCHOOL FOR THE ARTS

By: _____

Name: _____

Title: CEO

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

By: _____

Name: _____

Title: President

APPENDIX A: DUES CHECK OFF FORM

[Insert CTU Form]

APPENDIX B: COPE CHECK OFF FORM

[Insert CTU Form]