COLLECTIVE BARGAINING AGREEMENT

between

ACERO CHARTER SCHOOLS, INC.

and

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

2022-2026
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ARTICLE 1 - PARTIES AND RECOGNITION

This Agreement is made and entered into this August 1st day of 2022, by and between the Employer and the Union. The “Employer” shall be understood to be Acero Charter Schools, Inc., which together with its members, managers, and administrative staff shall be referred to in this Agreement as “the Employer.” The Union shall be understood to be 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.”

The Employer hereby recognizes the Union as the exclusive representative of the following bargaining unit members for the purposes of collective bargaining: All Instructional Teaching Staff, Student Services Staff, Instructional Support Staff, and Non-Instructional Staff employed in the job classifications described in the employee categories defined in Article 2, Employee Categories, including without limitation all teachers, teachers’ assistants, literacy specialists, special education teachers, guidance counselors, counselors, school social workers, academic interventionists, behavioral interventionists, teacher apprentices, student service coordinators, operations assistants, IT Tier I and Tier II Technicians, office coordinators, student family affairs coordinators, student services clerks, long-term substitutes, English language program teachers, and special education case managers, but excluding all confidential, supervisory and managerial employees, security guards and any employee of a third party as denoted in Article 2. The Employer shall not challenge the Union’s status as majority representative, nor assert in any tribunal that the Union lacks majority support of the bargaining unit members, during the term of this Agreement and any extensions thereof.
ARTICLE 2 - EMPLOYEE CATEGORIES

A. For Purposes of this Agreement, the bargaining unit shall include any individual employed by the employer in a job classification within the employee categories set forth in Sections B and C of this Article.

B. “Instructional Staff” are comprised of three categories of bargaining unit members: “Instructional Teaching Staff”, “Student Services Staff”, and “Instructional Support Staff.”

1. Instructional Teaching Staff
   a. “Elementary Teachers” include any full or part time teacher, or long-term substitute employed in an instructional classification at a campus operated by the Employer servicing students enrolled in Kindergarten through Eighth Grade.
   b. “High School Teachers” include any full or part-time teacher, or long-term substitute employed in an instructional classification at a campus operated by the Employer serving students enrolled in Ninth through Twelfth Grade.
   c. “K-12 Teachers” include any full or part-time teacher, or long-term substitute employed in an instructional classification at a campus operated by the Employer serving students enrolled in Kindergarten through Twelfth Grade.

2. Student Services Staff
   a. “Counselors” include any full or part-time counseling staff employed in an instructional support position at a campus operated by the Employer.
   b. “Case Managers” include any full or part-time staff employed to fulfill the duties and responsibilities of the local education agency representative employed and appointed by the principal at a campus operated by the Employer.
   c. “English Language Program Teachers” include any full- or part-time staff employed to coordinate the services provided to English Learners and to perform the duties and responsibilities as required by the CPS Office of Language and Cultural Education at a campus operated by the Employer.
   d. “Academic Interventionists” include any full- or part-time staff employed to provide MTSS for Math and ELA at a campus operated by the Employer.
   e. “School Social Workers” include any full- or part-time staff employed to provide social work services to students at a campus operated by the Employer.

3. “Instructional Support Staff”
a. “Kindergarten Apprentices” include any apprentice employed in an instructional position at a campus operated by the Employer and assigned to specifically serve students enrolled in Kindergarten.

b. “Special Education Apprentices” include any apprentice employed in an instructional position at a campus operated by the Employer and assigned to specifically serve special education students enrolled in Kindergarten through Twelfth Grade.

c. “Classroom Apprentices” include any apprentice employed in an instructional position at a campus operated by the Employer serving students enrolled in First through Twelfth Grade that is assigned to assist a specific classroom.

d. “Teaching Apprentices” include any apprentice employed in an instructional position at a campus operated by the Employer serving students enrolled in First through Twelfth grade and assigned to specifically assist an Instructional Teaching Staff member.

C. “Non-Instructional Staff” includes all other bargaining unit members (i.e., bargaining unit members who are not Instructional Staff), as follows:

1. “Operations Staff” includes all office coordinators, student service clerks, and guest service associates, or those sharing similar nonsupervisory job responsibilities.

2. “Graduate Support Advisors” includes all graduate support advisors or those sharing similar nonsupervisory job responsibilities.

3. “Information Technology Staff” includes all IT Tier I and Tier II technicians or those sharing similar nonsupervisory job responsibilities.

D. If the Employer establishes any new non-managerial, non-supervisory school-based employee job classifications, the Parties will promptly meet to discuss whether the new classification will be included in the bargaining unit.

Nothing in this Agreement shall limit the Union’s bargaining rights or its right to seek accretion of any new job titles as provided under law.

E. For purposes of this Agreement, the “Employer” shall be deemed to include any person, firm, partnership, corporation, or other legal entity which provides education services and which is under the control of the Employer. The Employer may utilize subcontractors to perform work covered under this Agreement only where it has demonstrated to the Union, prior to subcontracting, that it cannot reasonably maintain sufficient staff or resources to perform such work, nor shall subcontracting continue for any longer period than necessary as required herein. In the event that the employer contracts with an entity that employs instructional personnel on any campus operated by the Employer, the Employer shall ensure through any contractual relationship with such entity that the terms and conditions of this Agreement shall be binding upon such entity.
F. Notwithstanding the foregoing, the provisions of this Article shall not apply to independent contractors or employees of third parties contracted to provide supplemental or related services set forth in Article 5, Management Rights, including without limitation independent contractors or third-party employees working as psychologists, occupational therapists, social workers, speech pathologists, physical therapists, and nurses at any campus operated by the Employer as of the date of this Agreement or thereafter. Such related or supplemental service providers shall not be considered bargaining unit members.
ARTICLE 3 - NON-DISCRIMINATION

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, 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 member’s rights to bring a discrimination claim to an appropriate government agency, or in a court of competent jurisdiction.
ARTICLE 4 - UNION RIGHTS

A. Professionalism

Bargaining unit members can speak on all issues concerning the Employer and cannot be disciplined or marked down on evaluations as a result of their speech activity, provided, however, that bargaining unit members act professionally and respectfully, that they do not defame others, that they do not make threats or act in a threatening manner, and that they do not violate Employer's anti-harassment and anti-discrimination policies.

B. Information Sharing

1. The Employer shall make available for inspection to the Union any information that is available, relevant, and necessary for the administration of this Agreement, within five (5) working days from a request, absent a good faith reason for an extension of said time period. Similarly, the Union will make any information that is available, relevant, and necessary for the administration of this Agreement available to the Employer in an expeditious fashion.

2. The meeting dates and times of regular or special meetings of the Employer’s Board of Directors shall continue to be shared electronically on the Employer’s website. Prior to each regular or special meeting of the Employer’s Board of Directors, such Board shall post online the public agenda for the meeting and to the extent they are available, copies of the proposed Board reports listed on the public agenda and send the same to the Union. After each meeting, the Board shall post online minutes of that meeting. If the Board meeting occurs during work hours, one representative from the Union shall be granted release time for travel and attendance at the meeting, but said release time must be reasonable and appropriate.

3. As frequently as practicable, but no less frequently than the first of each month, the Employer will provide to the Council Chair a list of all current employees in the bargaining unit. The lists shall contain the following information: the employee's name, date of hire, job title, work location, home address, telephone number, and salary. The Employer will review options available to also provide the Council Chair with current employees’ Union membership status (member or agency fee payer), amount of Union dues collected, amount of PAC payments collected, pay date, pay period, full-time or part-time status with FTE equivalence, and last four digits of social security number. The Council Chair may receive this information for all bargaining unit members upon request.

4. Every two (2) weeks, the Employer will e-mail the Council Chair a list of all new employees in the bargaining unit, including the following information: the employee’s name, date of hire, job title, work location, home address, telephone number, and salary.

C. Access
1. The Employer recognizes that authorized agents of the Union may need access to bargaining unit members during non-instructional time within the instructional day. The Union recognizes the need for the Employer to ensure that its campuses operate efficiently and that leadership/administrative team members are not unduly burdened by frequent, prolonged or unannounced visits from any external organization. Consistent with these principles, the Employer agrees to grant Union representatives reasonable access to its workplaces and facilities during normal business hours and, in so doing, the Union agrees to follow the Employer's visitor policies and procedures. Union representatives shall not be denied access to any school when a bargaining unit member has a right to Weingarten representation. Discussion of union-related topics is permitted at work during non-classroom time so long as it does not interfere with or disrupt normal school activities and student instruction.

2. The Union shall be allowed to post notices on designated posting area(s) including, but not limited to, existing bulletin boards provided that the materials posted shall be subject to the Employer's policies regarding non-discrimination, non-harassment, professionalism, etc. Authorized agents of the Union may provide materials to bargaining unit members via their e-mail accounts or mailboxes. The Union and bargaining unit members may use the School's e-mail system for union communications, subject to the following agreements and understandings:
   a. The Employer has a right to monitor all communications on its systems at any time; neither the bargaining unit members nor the Union has any legitimate expectation of privacy in any communication on or over any Employer system.
   b. The Employer reserves the right to disable or suspend the Unions' or Bargaining Unit Members' use of its email system during any strike or work stoppage.
   c. Use of the e-mail system under this section remains subject to all restrictions set forth in the Employer's policies, including its policies regarding unlawful harassment, acceptable use of technology, and the professional code of conduct.

3. Union representatives shall not be denied access to campus cafeterias, teacher lounges, break rooms, or similar spaces when students are not generally present. The Employer shall not conduct surveillance of Union representatives.

4. Union representatives shall not be denied access to exterior areas such as parking lots and areas near entrances to the Employer's buildings.

5. Union representatives may utilize copy machines and printers as reasonably necessary to administer the Agreement.

D. New Employee Orientation

The Employer shall provide the Union with a forty-five (45) minute opportunity to address new employees at a mutually agreeable time during the annual new hire orientation period.
For employees hired during the semester, the Employer will provide the Union with an opportunity to address the new employee at a mutually agreeable time. All new employees eligible for representation by the Union shall be provided a communication from the Union, along with a union dues card or agency fee agreement, at the time of their onboarding. The Union shall be responsible for the collection of union dues cards or agency fee agreements from new employees.

E. Dues Checkoff

1. Upon receipt of voluntary written authorization, the Employer shall deduct from the wages each pay period the applicable dues payment and shall remit the same to the Union on or before the last day of each month. The Union shall advise the Employer in writing and in a timely manner of the amount of any deduction required by this paragraph.

2. Prior to October 1st of each year during the terms of this Agreement, the Union shall forward to the Employer all voluntary written authorizations from bargaining unit members then employed. No later than October 31st of each year during the term of this Agreement, the Employer shall begin to deduct from the wages each pay period the applicable dues payment (including dues owed from the bargaining unit member before October 1st) and shall remit the same to the Union, and continue to do so on or before the last day of each month and thereafter, so long as the Employer has not received notice from the Union that the employee has timely revoked authorization.

The Union shall advise the Employer in writing no later than October 1st of each year during the term of this Agreement, of the amount of any deduction required by this paragraph. The Union’s failure to do so shall result in the deduction of dues in an amount equal to amounts of which the Employer was last advised. The Employer shall not be responsible for the collection of any dues or fees mandated to be paid by a bargaining unit member to the Union in accordance with this Section if such dues or fees are not collected as a result of the Union’s failure to provide written authorization from the bargaining unit member for any authorizations required by this Section.

For any bargaining unit member hired after October 1st of each year upon receipt of the member’s voluntary written dues deduction authorization, the Employer shall deduct from the wages each pay period thereafter the applicable dues payment and shall remit the same to the Union.

3. Each employee covered by this Agreement shall, as a condition of employment, become and remain a member of the Union or, in the alternative, pay a monthly fee to the Union in the amount designated by the Union, not later than the thirtieth calendar day following their date of employment or the date of execution of this Agreement, whichever is later.

4. Upon receipt of a voluntary written authorization from a bargaining unit member, the Employer shall deduct from the wages due said bargaining unit member the sum specified in the authorization and remit to the Chicago Teachers Union Political Action Committee (PAC) as the bargaining unit member’s voluntary contribution to said Fund.
5. No deductions shall be made which are prohibited by applicable law. The Union agrees to indemnify and hold the Employer harmless from any claim, suit, cause of action, or other action with respect to the Employer’s deduction of union dues or any other deductions required under this Article, including, without limitation, the administration of the dues check off provisions, and any act or action in connection therewith, and such indemnity and agreement to hold the Employer harmless shall include timely payment of any of its costs and attorneys’ fees. In the event of a claim under this Article, the Union shall designate counsel to defend the Employer and no settlement shall be made without the Union’s prior written consent.

6. The Union shall advise the Employer in writing of any increase or decrease in deductions at least thirty (30) days prior to its effective date. The aggregate deduction of all bargaining unit members and a list of the names, addresses, and UIN numbers of all members of the bargaining unit and their individual deductions shall be remitted monthly to the Union at the address designated in writing by the Union. The information shall be provided in electronic form.

F. Reserved Meeting Times

The Employer agrees to allot fifty (50) minutes in the aggregate per quarter for one or two union meetings of bargaining unit members categorized as Instructional Staff at a time to be determined by a majority vote of bargaining unit members at the site. Additionally, seventy-five (75) minutes will be allotted each semester, plus travel time, for bargaining unit members categorized as Non-Instructional Staff. This time shall be reserved for the conduct of Union business except when waived by express written mutual agreement of the Parties. Unused minutes may be carried over into subsequent quarters but may not be carried over into a new school year. To the best of their ability, the Union will provide two weeks’ notice for Non-Instructional Staff union meetings.

G. Union Release Time

The Union may designate one (1) bargaining unit member for full time union release time, and an additional one (1) bargaining unit member for either full or half-time union release time, during a school year. Such designations shall be made no later than June 1 each year and shall remain employees of the Employer and accrue such benefits and seniority as so entitled but shall be placed on a leave of absence without pay. Bargaining unit members who are on leave for Union business may continue their benefit coverage, provided they pay the full or half cost of that coverage. Upon the completion of full or half-time union release time, such members shall return to an equivalent position in the area of their certification.

In addition, a total of fifty (50) days per year shall be available to be divided for union members to perform union business. Up to five (5) days of unused union release may roll over into a subsequent year of the Agreement (i.e., no more than fifty-five (55) union release days shall be available at the beginning of any given Agreement year, unless additional days have been purchased per the below).
Additionally, the Union may purchase from the Employer a number of union release days not to exceed fifty (50) days. These days shall be divided at the Union's discretion among designated bargaining unit members. The Union will reimburse the Employer on a pro-rata basis for the pay and benefits of bargaining unit members who are released in this manner.
ARTICLE 5 - MANAGEMENT RIGHTS

The Employer retains all powers and authority to direct, manage and control its campuses, 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, 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:

- To determine the qualifications for employment with the Employer;
- To hire bargaining unit members, assign and direct their work, discharge or otherwise discipline members for cause (except that Provisional Employees as defined in Article 7 may be discharged without cause), promote, demote, transfer, layoff and recall bargaining unit members, except as explicitly agreed to in writing by the Parties;
- 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;
- To determine the Employer’s and each campus’ 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;
- 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;
- 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;
- To promulgate and modify Instructional Staff and Non-Instructional Staff Evaluation processes and systems subject to the requirements of Article 31.
- 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;
- To determine the number and types of bargaining unit members and other personnel required;
- To operate campuses, including moving or modifying facilities;
- To determine methods of raising revenue, budget procedures and budget allocations;
• 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. (Bargaining unit members will be given first opportunity to fill such positions if qualified, but the economic terms of this Agreement will not be binding on such contracted employees);

• 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;

• To make and implement decisions concerning use and staffing of experimental or pilot programs and decisions concerning use of technology to deliver educational programs and services and staffing to provide the technology; and

• To take action 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 6 - COMMITTEES

The terms of this Article shall not apply to disputes related to the application of the terms of this Agreement to an individual member, as such disputes remain subject to the provisions of Article 8, Grievance Procedure.

A. Network-Level Committees

In the interest of fostering communication between the Parties, identifying and advancing shared interests, and resolving conflicts between the Parties as to the meaning or application of this Agreement, the Parties agree to the continuation or establishment of the following joint advisory committees. Committees shall be led by co-chairs designated by the respective Parties in accordance with the terms set forth below or as otherwise agreed upon among each committee’s membership. From time to time, upon mutual agreement of the Parties, individuals other than members of a committee may contribute to a committee’s deliberations regarding matters of specialized concern or expertise. All committee meetings shall take place during non-instructional times unless mutually agreed otherwise.

For each Network-Level Committee, the Union and the Employer shall have equal voting power without regard to the number of individual representatives that each party has on each committee. The Union membership on each committee will be chosen by the Union. The Employer will appoint its members. There shall be at least one member of each Committee who has a current ISBE Administrative Endorsement. The Committees shall set a deadline by which the Employer shall either accept or reject the recommendation and provide its reasons if there is a rejection. If the Employer rejects the recommendation, the Committees shall then be afforded the opportunity to revise its recommendations to address the Employer’s reasons.

1. Joint Labor-Management Committee

A Joint Labor-Management Committee shall be established to confer and attempt to resolve disputes or problems set forth below in this Section A.1 in good faith, and may make recommendations to the Employer relating to the purposes described in this Section.

The Parties shall each designate their own representatives that shall be named in advance. The number of members from each side shall be between three (3) and six (6); however, from time to time should it become helpful to bring additional persons due to matters of specialized concern or expertise, the party bringing additional persons shall notify the other reasonably in advance of the meeting.

The Joint Labor-Management Committee shall be established for the purposes of meeting to confer about:

a. Terms and conditions of employment (if affecting bargaining unit members at a single campus, the issue must have first been raised at the Campus Professional Solutions Committee);
b. Waiver of any of the terms and conditions of employment set forth in this Agreement;

c. Academic programs and curriculum, including efforts to promote culturally relevant curriculum and the inclusion, where appropriate, of information on contributions of diverse groups such as African-Americans, Latinx, Asian-Americans and other minority groups, including LGBTQIA+, peoples of diverse socio-economic statuses and women to history and literature; labor history and right to work initiatives; and the struggle for human rights and gender equality;

d. Restorative justice, including student discipline, truancy and social-emotional learning;

e. Workplace policies, procedures and training related to enforcement activities carried out by federal immigration authorities on students, employees and their families;

f. The delivery of academic programming and related services (if at a single campus, the issue must have first been raised at the Campus Professional Solutions Committee), including joint commitments of the Parties to support and implement practices or policies improving the delivery of special education and diverse learner services;

g. Working conditions related to the delivery of academic programs and related services affecting bargaining unit members (if affecting bargaining unit members at a single campus, the issue must have first been raised at the Campus Professional Solutions Committee), including bargaining unit member evaluations;

h. Health and Safety (if affecting bargaining unit members at a single campus, the issue must have first been raised at the Campus Professional Solutions Committee and/or Campus Safety Committee); and

i. Other matters concerning terms and conditions of employment not otherwise addressed by a committee established under this Article.

2. The Joint Labor-Management Committee may create the following sub-committees:

   a. Calendar
   b. Evaluation
   c. Budget
   d. Restorative Justice Practices
   e. SPED and Bilingual

   Union members of any Joint Labor-Management sub-committee will be chosen by the Union and will not exceed five (5).

3. Joint Committee on Budget
A Joint Committee on Budget shall be established for the purposes of reviewing economic conditions and making recommendations to the Employer regarding possible labor agreement adjustments due to economic conditions. The Committee shall discuss and review options available to increase environmentally sound construction, remediation, and investments. Upon request, the Employer shall share with the Committee any records relating to funding, grants, and/or proposals designated for environmentally sound construction, remediation, and investments.

Membership of the Committee on Budget shall be comprised of no fewer than four (4) but not more than six (6) members, with an equal number of representatives of the Union and Employer designated by the respective Parties to serve on the Committee. The Committee shall meet twice each school year.

4. Joint Committee on Calendar

A Joint Advisory Committee on Calendar shall be established for the purposes of proposing the school calendar, including school breaks, for the following two (2) school years. Provided that any school calendar proposed by the Committee must comply with the Chicago Public Schools testing windows and any other district or state calendar requirements, the calendar shall be decided by majority vote of the committee. If there is no initial majority vote of the Committee, the Employer shall survey employees and parents/guardians on their preferences with respect to the specific issue(s) in dispute between the Committee members. The Committee shall provide input when creating the survey. The Committee shall then meet and review the survey results to inform the Committee’s recommendation consistent with the process outlined in Section A above.

Membership of the Committee on Calendar shall be comprised of no fewer than two Instructional Staff members representing elementary schools and two Instructional Staff members representing high schools, and one Non-Instructional Staff member each selected by the Union, and an equal number of members selected by the Employer, such that the Committee shall be composed of an equal number of representatives of the Union and Employer designated by each respective party to serve on the Committee. The Committee shall meet on or before January 15th of every academic year.

5. Joint Committee on Evaluation Criteria

A Joint Committee on Evaluation Criteria will be established pursuant to Article 31, Evaluation, of this Agreement.

6. Joint Committee on Restorative Justice Practices

A Joint Committee on Restorative Justice Practices will be established for the purpose of discussing and reviewing restorative practices in schools.

7. Joint Committee on SPED and Bilingual
A Joint Committee on SPED and Bilingual will be established for the purpose of reviewing SPED and Bilingual data to inform resources and practices. The Committee shall meet twice each school year but may schedule additional meetings by mutual agreement of the Employer and the Union.

B. Campus-Level Committees

1. Campus Professional Solutions Committee (PSC)

Each campus shall establish a campus Professional Solutions Committee (PSC). Should a campus have multiple schools, a Professional Solutions Committee will be established at each school. The Professional Solutions Committee is intended to be decision making in nature and a committee in which every member has a voice. The committee will make recommendations to the Employer. If the Principal disagrees with the Committee’s further recommendation, the Principal shall notify the Director of Labor Relations and the Union Co-Chair of the Professional Solutions Committee within ten (10) workdays of the objection. The Labor Management Committee shall schedule a meeting to attempt to resolve the dispute. If the dispute remains unresolved, the Chief Education Officer shall render a final and binding decision. The Union and the Employer shall have equal voting power without regard to the number of representatives that each party has on the committee.

In the event a campus does not have a Professional Solutions Committee with Union members, the Union officers may appoint temporary acting members to serve on the Professional Solutions Committee.

PSC Topics and Subcommittees: Each campus PSC may make recommendations on the following topics or may elect to have the following subcommittees:

- Calendar (Events, etc.) as outlined in Article 17,
- Schedule (Daily, Weekly, Preps, MAPS, waivers, etc.) as outlined in Article 17,
- School based issues (operations, etc.),
- Safety (implementation of safety plan, etc.) as outlined in Article 12,
- Restorative Justice (Truancy, Discipline, etc.),
- Professional Development schedule and calendar (including training for sanctuary schools, etc.) as outlined in Article 17
- Contract Administration,
- School Budgets and Staffing, outlined in Article 19.
- Diversity & Inclusion, outlined in Article 21.
- Culturally Relevant Education, outlined in Article 20.
- Curriculum Choices and Course Offerings, outlined in Article 6.

Union membership on any subcommittee will be chosen by the Union. Recommendations from subcommittees will be made to the Professional Solutions Committee for formal recommendations. The PSC or relevant subcommittee may also make recommendations to the Professional Development & Equity Collaborative.
Membership of each Professional Solutions Committee shall be composed of representatives of the Employer and no fewer than three (3) and not more than five (5) members chosen by the Union who are employed at the campus (at a K-12 school, the PSC shall be composed of no more than seven (7) members chosen by the Union). The Principal and the Building Delegate(s) shall serve as Co-Chairs of the Professional Solutions Committee. The Delegate as the Co-Chair shall be in addition to the number of Union representatives. Where there is not a Union delegate (Building Delegate) or at the existing building delegate’s request, the council chair or their designee may lead a campus Professional Solutions Committee.

From time to time, upon mutual agreement of the Parties, individuals other than members of the Committee may contribute to the Committee’s deliberations regarding matters of specialized concern or expertise.

In the event that the Principal or Assistant Principal cannot be present for a meeting, the Principal or Assistant Principal shall provide notice as soon as practicable and the meeting will be rescheduled within a reasonable period of time.

a. School Survey

Acero will create and conduct an annual anonymous survey of bargaining unit members to assess the current working environment. The survey shall be created by Acero with input from the Network Labor Management Committee. Findings of the survey will be shared with both the Professional Solutions Committee and the Diversity & Inclusion subcommittee, to inform their recommendations.

2. Joint Committee on Curriculum Choices and Course Offerings

The Union membership on each committee will be chosen by the Union. The Employer will appoint its members. Course offerings will be recommended by each campus. Before the curriculum is decided for the next academic year, each department will recommend changes to the course offerings based on input from administrators, teachers, and counselors, but final recommendations on curriculum or courses will be made by the campus Professional Solutions Committee to the Chief Educational Officer or designee for final approval.

The Parties commit that the committees and processes described above will be handled in a manner that will minimize disruption to school operations and class instruction. The Parties further understand that the bargaining unit members who participate in said committees are still required to timely and satisfactorily perform their job requirements including class preparation.

3. Hiring Committee

At the discretion of the Employer, a hiring committee may be formed at each school for the purpose of considering candidates for vacant positions. The Principal and/or hiring
manager may elect to invite bargaining unit employees to participate in the hiring process, including participation in interviews with prospective candidates.

For the purposes of hiring Principals, the Employer shall offer at least four (4) bargaining unit members at the school the opportunity to participate in the hiring committee, except in case of emergency hires, including the opportunity to review resumes and participate in interviews with prospective candidates. The Employer shall collaborate with the school delegate to select the bargaining unit members who will participate in the hiring committee. The Employer shall consider the bargaining unit members’ hiring recommendations for the vacant Principal position.
ARTICLE 7 - PROVISIONAL PERIOD

A. Instructional Staff

The employment of Instructional Staff in their first 365 days of employment in a single job category with the Employer shall be provisional, which means that, during this period, they may be released from employment without cause and in the sole discretion of the Employer, and they may not contest their discharge through the grievance and arbitration procedure. The Employer shall strive to provide notice by the first Friday in May of each school year of the Employer’s intent to release a provisional employee, as described in this Section, who was employed at the start of the school year. If notice of such intent to release a provisional employee is sent after the first Friday in May of that school year, the Employer shall also include a detailed description of the reason for release. For provisional Instructional Staff hired after the start of the school year, the Employer shall strive to provide notice of its intent to release such employee at least thirty (30) calendar days prior to release. In the event sufficient notice is not provided within that time frame, the Employer shall also include a detailed description of the reason for release in the notice. The Employer shall provide the Union with a list of those provisional Instructional Staff members being released at least one (1) business day prior to the first Friday in May.

The provisional period for Instructional Staff may be extended one-time for an additional 365 days at the discretion of the Employer. In the event the Employer determines that it is appropriate to extend an employee’s provisional period for an additional 365 days, it shall provide the Instructional Staff member and the Union with a written explanation for that decision prior to expiration of the initial 365-day provisional period.

Should an Instructional Staff member move back to a job category that they previously occupied and completed the required provisional period for, the employee shall not be required to complete a second provisional period within that job category as long as the employee does not have any break in service. Instructional Staff members seeking to move back to a vacancy within a job category that they previously occupied will receive an interview for the vacant position consistent with Article 26, Transfers and Reassignments.

An Instructional Staff member that resigns or is laid off after the completion of their provisional period and is subsequently rehired by the Employer within two (2) years of separation will not be required to complete a second provisional period upon rehire.

B. Non-Instructional Staff

The employment of Non-Instructional Staff in their first 90 days of employment with Employer shall be provisional, which means that, during this period, they may be released from employment without cause and in the sole discretion of the Employer, and they may not contest their discharge through the grievance and arbitration procedure.

C. Protections for Provisional Bargaining Unit Members
Provisional bargaining unit Members shall enjoy the rights and benefits of all the other provisions of this Agreement during their provisional period, and shall not be released from employment for availing themselves of said rights and benefits or for engaging in union activity. Provisional employees will be entitled to a pre-disciplinary meeting prior to discharge consistent with Article 9, Discipline.
ARTICLE 8 - GRIEVANCE PROCEDURE

A. Introduction

The Parties are committed to ensuring that any conflicts are resolved in a manner which is intended to result in productive outcomes that benefit students, employees, schools, and the communities served by the Employer. As such, the Parties will use the following procedures to resolve grievances.

B. Definition of a Grievance

A grievance is a claim that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement, an Employer policy or a past practice.

C. Representation

Bargaining unit members shall have the right to have Union representation at all stages of the grievance procedure. Bargaining unit members have the right to file their own grievances, provided (a) the resolution of the grievance shall not be inconsistent with this Agreement or any other collectively bargained agreement between the Union and the Employer then in effect; (b) the Union shall receive copies of all documents exchanged during the processing of the grievance; and (c) the Union shall have the opportunity to be present at any meeting where a resolution to the grievance is discussed.

D. Informal Resolution

The Parties prioritize the resolution of conflict in an informal, collaborative, and 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 direct supervisor or the appropriate member of the Administration.

E. Grievance Procedures

1. 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 the Principal’s designee. A concise written summary of the grievance, detailing the complaint and including the Article and/or Section at issue and any supporting documents or materials, shall be submitted within forty-five (45) school days of the event or occurrence giving rise to the grievance or forty-five (45) school days after the event of occurrence should reasonably have been known.

A conference with the Principal or the Principal’s designee shall take place within fourteen (14) calendar days of written notice of the grievance being filed at Step 1. Following the conclusion of the conference, the Principal or the Principal’s designee shall
issue a written response to the grievance to the grievant, copying the Union, within fourteen (14) calendar days of the Step 1 Conference.

In instances where the issues giving rise to the grievance are not under the control of the campus-based representative of the Employer or are related to disciplinary action issued by the Employer’s Step 1 representative, the Union/grievant shall have the right to initiate the grievance at Step 2, and bypass Step 1.

2. Step 2

If the grievance is not resolved at Step 1, the Union or the employee may appeal the decision in writing to the Director of Labor Relations within fourteen (14) calendar days of the issuance of the Step 1 decision, and the Director of Labor Relations or designee shall review the appeal. The written appeal shall include a detailed statement of the grievance and the basis of the appeal of the grievance decision, along with any supporting documents or materials.

A conference with the Director of Labor Relations or designee shall take place within fourteen (14) calendar days of written notice of the appeal to Step 2. Following the conclusion of the conference, the Director of Labor Relations or designee shall issue a written response to the appeal to the grievant and the Union within fourteen (14) calendar days of the Step 2 Conference.

3. Step 3

If the grievance is not resolved at Step 2, the Union or the grievant may appeal the decision in writing within fourteen (14) calendar days of the issuance of the Step 2 decision to the Employer’s General Counsel. 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 Employer’s General Counsel shall take place within fourteen (14) calendar days of written notice of the appeal to Step 3. Following the conclusion of the conference, the General Counsel shall issue a written response to the appeal to the grievant and the Union within fourteen (14) calendar days of the Step 3 Conference.

If the grievance was initiated at Step 1, the Union or the grievant shall have the right to bypass Step 3 and appeal directly from Step 2 to Step 4.

4. Step 4

If the grievance is not resolved, the Union shall notify the Employer in writing of its demand for arbitration within thirty (30) calendar days after the receipt of the Employer’s written response at Step 2 or 3 (consistent with the above).

The Parties shall attempt to mutually select an arbitrator within fourteen (14) calendar days after receipt of the demand for arbitration or, if the Parties fail to agree on the
selection of an arbitrator, the Parties shall, within fourteen (14) calendar days of attempting to mutually select an arbitrator, request a panel of arbitrators from the Federal Mediation and Conciliation Service. The order of striking arbitrators shall be determined by lot. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The arbitrator shall consider and decide only whether there has been a violation, misinterpretation or misapplication of the express terms of this agreement based on the issue(s) raised by the grievance and shall have no authority to make a decision on any issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he or she shall have the authority to provide for appropriate relief. The decision of the arbitrator shall be binding on the Employer, the Union and bargaining unit members. The fees and expenses of the arbitrator shall be split equally by the Parties. Should either party request a transcript of the hearing, that party will bear the cost of the transcript unless otherwise mutually requested, in which case the Parties shall split the fee of preparing the transcript.

F. Initiation at a Higher Step

By mutual agreement of the Parties, a grievance may be initiated at any Step of the Grievance Procedures set forth above. However, for a non-campus-based grievance (e.g., the underlying issue is not under the control of the school-based representative) or a grievance related to disciplinary action issued by the Employer’s Step 1 representative, the Union/grievant may bypass Step 1 and initiate the grievance at Step 2 or the Employer may elevate the grievance to Step 2.

G. Investigation of Grievances

The Employer shall allow the Union delegate or their designee a reasonable period of time during the school day, without loss of pay, to investigate grievances. If Union representation is requested at Step 1 of the procedures set forth above, and upon request of the Union representative, the Employer shall provide the Union with access to and copies of documents relevant to the grievance, and shall exert its best efforts to supplement this production in a timely fashion if additional documents become available. Time allowed shall be confined to investigating grievances that have been brought to the Employer’s attention and for which Union representation has been requested. The Council Chair shall be afforded all the rights of the Union delegate in any school.

H. Failure to Respond

Grievances not appealed within the designated time limits or extended by mutual agreement will be treated as withdrawn grievances.

The time limits at any step or for any hearing may be extended by mutual agreement of the Parties involved at that particular step.
The Employer’s failure to respond within the time limits shall not find in favor of the grievant, but shall permit the Union to advance the grievance to the next higher step.

I. Compliance Referrals

If there are any issues related to compliance of the rights afforded to Special Education students or English Language Learners, the union or member can submit a written referral to the Chief Education Officer. The referral will describe the nature of the alleged violation and its impact on work conditions. The Chief Education Officer shall investigate and personally meet with the affected staff members within ten (10) workdays after receiving the referral. The Chief Education Officer must issue a written response within ten (10) workdays of the meeting. The written response shall indicate whether there are any steps that the Employer has taken to address the referral. The Chief Education Officer’s response may not be grieved under this Article.
ARTICLE 9 - DISCIPLINE

1. Just Cause: No non-provisional bargaining unit member shall be disciplined without just cause.

2. Progressive Discipline: The Parties embrace the concept of progressive discipline and corrective discipline for bargaining unit members. 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 bargaining unit member’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.

In issuing discipline in accordance with this Article, discipline shall generally advance from one step to the next if the bargaining unit member repeatedly engages in similar acts violating the Employer’s standards of conduct or workplace policies. Any of these steps may be skipped based upon the severity of the alleged misconduct and, in cases where a bargaining unit member engages in serious misconduct, the Employer may even dismiss the bargaining unit member provided that just cause is established.

3. Disciplinary Steps: Generally, discipline shall be progressive (and will not include any unpaid suspension) in nature, shall ordinarily apply to same or similar acts of misconduct, and shall follow these progressive steps:

   - Step One: First Written Warning
   - Step Two: Second Written Warning
   - Step Three: Final Written Warning
   - Step Four: Dismissal

4. Any warning or other disciplinary action taken under this section must be in writing and include:

   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. The Employer shall make a good faith effort to implement such remedial actions.

5. The above-listed progressive steps may be bypassed based in cases of serious misconduct. A bargaining unit member 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 bargaining unit member engages in the same or similar unwanted behavior within fifteen (15) months of the previous
disciplinary action. Disciplinary action more than fifteen (15) months old may not be used for disciplinary purposes unless a bargaining unit member has advanced to a subsequent disciplinary step.

6. Serious Offenses: Where necessary for the safety of students and/or staff, bargaining unit members accused of serious offenses may be placed on paid administrative leave or reassigned with pay pending investigation. Investigations should ordinarily be completed within two weeks, but the Parties acknowledge that investigations into the conduct of bargaining unit members who have been placed on paid administrative leave or reassigned may take longer than two weeks depending upon the circumstances involved. If such extra time is required, the Employer shall notify the Union within two weeks of the start of the investigation. In the event that the bargaining unit member who has been reassigned refuses to cooperate with the investigation the Employer shall have the right to place the bargaining unit member on unpaid suspension until such time as the investigation is complete. In addition, failure to cooperate in an investigation can lead to an additional basis for discipline which may lead to a loss of pay, up to and including dismissal.

7. Administration of Discipline: A bargaining unit member shall be provided a pre-disciplinary meeting notice in writing, copying the Union, which provides notice of the allegations raised and an opportunity to respond before a final determination regarding discipline is made. The 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 Employer shall administer all steps of the discipline procedure. The Employer shall provide the bargaining unit member and the Union with the pre-discipline meeting notice at least three (3) business days 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). Management will make a good faith effort to provide all available documents which it intends to support the basis for discipline, prior to the pre-discipline meeting. The pre-discipline meeting can be rescheduled once at the request of either Party.

Within fourteen (14) days of the pre-discipline meeting, the Employer may take disciplinary action, copying the Union, regarding what disciplinary action, if any, the Employer has decided to take.

8. Notwithstanding the above, Provisional Employees, as defined in Article 7 of the Agreement, may be discharged without cause. Provisional Employees will be provided with a pre-disciplinary meeting prior to discharge consistent with Paragraph 7 above. However, Provisional Employees listed in the pre-first Friday in May notice of intent to release or those released after the first Friday in May of the school year (per Article 7(A) of this Agreement) are not afforded the opportunities of a pre-disciplinary meeting notice and a pre-disciplinary meeting as detailed above.

9. Investigatory Interviews: Management may conduct an investigatory interview of a bargaining unit member for the purposes of gathering information based upon an
allegation of misconduct. If the bargaining unit member is the subject of the allegation, this interview requires twenty-four (24) hours’ notice and the Union must be copied on the notice. The Union has the right to cancel the initial interview and is allowed another 24 hours’ time to find an agreeable time to meet when the union representative can be present.

Any investigatory interview is separate from the pre-discipline meeting. It is not a required precursor to a pre-discipline meeting, but it’s a right that’s left to the discretion of management as to whether to take this additional step. This step does not preclude the requirements previously referenced that describe a pre-meeting. Any information gathered from the interview, which would be used as the basis for any possible disciplinary action, shall be shared with the bargaining unit member prior to the pre-meeting.

10. Union Representation and Notices to Employee and Union: Bargaining unit members shall have the right to Union representation during any investigatory meeting, pre-disciplinary meeting, or disciplinary meeting. The Employer shall copy the Union on all meeting notices, warnings, and other documents required by this Article.

11. Professional Administration of Disciplinary Policies and Procedures: In all steps of progressive discipline and implementation of policies and work rules, all persons, including Principals, Assistant Principals, and other supervisory personnel, shall treat others with dignity and respect. Any meeting held under this Article shall be made only in a place ensuring privacy.

12. Anonymous Complaints: The Employer shall not issue discipline to any bargaining unit members based solely on an anonymous complaint.
ARTICLE 10 - ACADEMIC FREEDOM

It is the intent of the Parties to assure that Instructional Staff enjoy academic freedom in the schools. Academic freedom shall mean that Instructional Staff are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program as determined by the campus Professional Solutions Committee. Instructional Staff shall be free to use their own materials and methods of instruction based on knowledge of students and area(s) of expertise and/or supplement, supplant, or resequence materials and sources to meet the needs of students, so long as the Instructional Staff member’s practice is on track to achieve growth towards mastery of the essential knowledge and skills appropriate to the students’ needs in progressing toward grade level attainment.

Academic freedom shall also mean that Instructional Staff shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their areas of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable, and be subject to the standards of good taste.

The Parties understand that provisional Instructional Staff may require more support. Should additional support be necessary, the Employer may recommend specific materials to aid in support and growth, to be used at the Instructional Staff member’s discretion. This recommendation shall be made through collaboration with the Instructional Staff member and the Employer.

The Employer will have a centralized resource bank at each school that the Employer and staff, at their own discretion, may contribute materials to for others to utilize to support their instruction.

All non-provisional Instructional Staff shall have the right to utilize alternative culturally relevant or sensitive materials or sources.

Nothing in this Agreement is intended to or shall have the effect of inhibiting or limiting the right of any Instructional Staff member from expressing, in a professional manner, his or her views with respect to any educational matter relating to the schools.
ARTICLE 11 - INTELLECTUAL PROPERTY

Instructional Staff may use their own lesson plans, assessments, and instructional materials developed while employed by the Employer, without being deemed in violation of any employment agreement with the Employer. Nothing within this Article shall be construed to prohibit an Instructional Staff member from utilizing their own lesson plans, assessments, and instructional materials developed while employed by the Employer after separation from employment. Moreover, nothing within this Article shall be construed to prohibit the Employer from utilizing an Instructional Staff member’s lesson plans, assessments, instructional materials, and/or other intellectual property developed while employed by the Employer at any time during the Instructional Staff member’s employment or after the Instructional Staff member separates from employment.
ARTICLE 12 - HEALTH AND SAFETY

Bargaining unit members shall work under safe and healthy working conditions.

**Reports to Administration:** Bargaining unit members are responsible for reporting, as soon as practicable and in writing, to their immediate supervisor any unsafe, hazardous, unhealthy, or potentially dangerous working conditions, situation, or event, including any injury. There shall be no reprisals for making a good-faith report in accordance with this Article.

**Investigation:** The Employer will investigate any written report of working conditions that are reported to be unsafe, hazardous, unhealthy, or potentially dangerous. The Employer or their designee, after consideration of such reports, will promptly make a good faith effort to resolve any working conditions determined to be unsafe, hazardous, unhealthy, or potentially dangerous. Within three (3) working days of receiving a report from a bargaining unit member, the Employer will acknowledge receipt of the report and inform the bargaining unit member of the immediate steps being taken to investigate the concern(s) reported (with the exception of any information privileged or exempt from disclosure).

Once the Employer’s investigation is complete, a response to any reported concern will be provided to the bargaining unit member within a reasonable time frame that reflects the urgency of the concern, and the Employer shall articulate to the campus Professional Solutions Committee, within a reasonable time period, the necessary steps taken or to be taken to address the concern. Professional Solutions Committees shall be responsible for reviewing any unsafe, hazardous, unhealthy, or potentially dangerous working conditions that are believed to exist at a campus, as well as the Employer’s response to any reported conditions, for the purpose of providing recommendations to the Employer. The Joint Labor Management Committee shall be responsible for reviewing any unsafe, hazardous, unhealthy, or potentially dangerous working conditions that are believed to exist at two or more campuses for the purpose of providing recommendations to the Employer.

**Assault:** Bargaining unit members shall immediately report cases of assault or attacks suffered in connection with their employment to the Employer, and, in emergency circumstances posing imminent risk of bodily harm, to local law enforcement. The Employer shall comply with any reasonable request for information in the possession of the Employer relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the bargaining unit member, local law enforcement and the courts.

**Information:** The Employer shall, within a reasonable time frame, provide any information, not privileged or exempt from disclosure, requested by the Union pertaining to the health and safety of bargaining unit members. All staff shall be informed, as soon as practicable, of any life-threatening occurrence (e.g., gunshots fired) in the vicinity of the school building that the Employer is made aware of.

**Access to Policies:** The Employer shall provide bargaining unit members with access to electronic versions of policies related to health and safety, including the Student Code of Conduct, the School Visitor Policy, and Mandated Reporting. The Student Code of Conduct will
also be made available on Acero’s website. Bargaining unit members shall be notified of any changes made to the Student Code of Conduct during the school year. The Employer shall apply Acero’s Student Code of Conduct.

**Emergency Procedures Training:** Bargaining unit employees shall be trained on emergency procedures annually in the first thirty (30) days of each school year. The training shall be inclusive of consistent language used to notify staff and students of emergencies. Bargaining unit employees who are responsible for directly working with students who have mobility issues and/or ADA accommodations shall receive notice and/or training of an established emergency plan for said student(s) within two weeks of the need arising.

**Building Access:** Should bargaining unit members require access to the school building they are assigned during periods in which the building is closed, they may submit in advance a request to access the building to their immediate supervisor or building administrator. The request must contain the specific dates and times that the bargaining unit member wishes to access the building, as well as the reason(s) why access is required. The immediate supervisor retains the sole discretion to approve or deny a request, but such approval of such a request shall not be unreasonably withheld.

**Parking:** The Employer shall, in collaboration with the Union, support efforts to facilitate the creation of additional off-street parking and/or obtain permits at no cost to the members for on-street parking proximate to each school. This shall include working with the appropriate alderman or city of Chicago department to implement this Article.

**Student Medications:** No bargaining unit member may be required by the Employer to provide or administer medication to students or be disciplined for the refusal to do so (with the exception of medication required to be administered to a student consistent with the Illinois Epinephrine Injector Act, 410 ILCS 27, et seq.). The Employer shall be responsible for designating non-bargaining unit members to administer medication. Bargaining unit members shall only administer medication to a student on a voluntary basis and if appropriate training has been provided. Whenever a member is asked to administer medication, the Employer will inform the member that it is voluntary. All administration of medication shall be in accordance with a documented plan from the student’s medical provider.

**Hand Sanitizer:** The Employer will supply every school building in which bargaining unit members work with hand sanitizer.

**Disinfecting Wipes:** The Employer will provide disinfecting wipes in classrooms where bargaining unit employees work.

**Ventilation:** The Employer shall maintain the currently owned HEPA Air Purifiers and portable indoor air quality monitors. Should the current HEPA Air Purifiers malfunction, the Employer shall not be obligated to provide a replacement.

**Doors and Locks:** To ensure the safety of all bargaining unit members and students, classroom entry points shall be lockable, and the teacher and other appropriate staff shall have a key. By the
end of the 2025-26 school year, all elevators will be secured by proximity card access. By the end of the 2025-26 school year, large assembly areas will have lockable panic hardware.

Windows: The Employer shall exert its best efforts to work with the campus PSCs to provide window coverings.

Threat Assessment Team: The Employer shall implement a threat assessment procedure which creates a threat assessment team, consistent with the Illinois School Safety Drill Act, 105 ILCS 128/1 et seq.

Lactation Breaks: The Employer will provide reasonable break time for bargaining unit members who need to express breast milk, consistent with the Illinois Nursing Mothers in the Workplace Act, 820 ILCS 260/1 et seq. The break time should, if possible, be taken concurrently with other break periods already provided. The Employer will provide a clean and private space where a bargaining unit member can express breast milk with a designated refrigerator. The bargaining unit member shall also have access to a clean sink, which may be located in a separate space (e.g., a restroom).

Campus Safety Plans: The Parties agree that in addition to the requirements and responsibilities stated above, it is a critical responsibility of all bargaining unit members to understand and comply with the School Campus Safety Plan specific to each location. To foster staff compliance with Campus Safety Plans, the Employer or the Employer's designee shall provide annual training related to the Plan. Bargaining unit members shall be trained on these policies prior to the conclusion of the first quarter each school year. Bargaining unit members shall receive training on student discipline policies and procedures including training on suspension and expulsion of students.

Building Entry Points: The Employer shall ensure that all entry points of all its school buildings are secure. At least one entrance will be accessible for students and staff using wheelchairs or other mobility aids at all campuses owned by the Employer.

Infestation: The Employer will take all appropriate actions to mitigate any infestation of lice and/or vermin in the school buildings.

Safety Committees: Consistent with Committees, Article 6 of this Agreement, each school Professional Solutions Committee may make recommendations on issues involving safety or may elect to have a safety subcommittee.
ARTICLE 13 - 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 Employer, with said files being kept in the human resources office. Staff shall have the right to add explanatory material to their personnel files, as allowed by law.

A bargaining unit employee shall be provided a copy of any material that is to be placed in their official file. The bargaining unit employee shall acknowledge that they have read such material by affixing their signature on the actual copy to be filed, with the understanding that such signature merely signifies that they have read the documents to be filed and does not necessarily indicate agreement with its content. Other records maintained by the Employer relating to any member’s employment may be used in connection with personnel actions (e.g., emails later discovered to be relevant to an investigation) subject to Article 9 Due Process Rights.

Bargaining unit employees shall be permitted upon request to review the official personnel file, make copies without charge, and exercise other rights as provided in the Illinois Personnel Record Review Act (820 ILCS 40/1, et seq.). Management shall comply with a bargaining unit member’s request to review and copy their personnel files within seven (7) working days of the request or, if the request cannot reasonably be met within seven (7) working days, within fourteen (14) working days from the request. The Union may also review the personnel file. The Employer shall not gather or keep record of non-academic or non-employment related activities or information.

If the management of the operation of the charter school or network is acquired by, transferred to, or assigned to another person or entity, then the Employer shall provide each bargaining unit employee a copy of their personnel file.

If the Employer’s records are hacked and bargaining unit employees’ personal information or personnel files were potentially accessed, or if a bargaining unit employee’s records are improperly distributed, the Employer will provide credit monitoring for the affected employees at no cost to the employee for at least a year.
ARTICLE 14 - EFFECTIVE DATE AND DURATION

This Agreement is effective on August 1st, 2022 and shall expire July 31st, 2026. However, up to one sixty (60) day extension shall be granted if requested. Further extensions may be granted by agreement of both Parties.
ARTICLE 15 – COMPENSATION

A. Salary Schedule:

1. Instructional Teaching Staff and Student Services Staff

   The compensation schedules set forth below apply to Instructional Teaching Staff and Student Services Staff. A 5% COLA increase in the 2022-2023 school year shall apply to each step. A 3% COLA increase in school years 2023-2024, 2024-2025, and 2025-2026 shall apply to each step annually. The lanes depicted are for the attainment of a Master’s degree ($3,700), Masters + 30 hours ($7,400), and Masters + 60 hours / PhD ($11,100) relevant to the bargaining unit member’s assigned position, and who submits to the Human Capital Department evidence of that degree.

   [See Appendix A for compensation schedules for 2022-2023, 2023-2024, 2024-2025, and 2025-2026 school years]

   Instructional Teaching Staff who receive and maintain National Board Certification during the term of this Agreement shall receive a stipend in the amount of $5,000.00 annually.

   Instructional Teaching Staff who hold a Bilingual or LBS1 endorsement during the term of this Agreement shall receive a stipend in the amount of $2,000.00 annually. In order to receive the stipend for holding an LBS1 endorsement, the Instructional Teaching Staff member must actually be employed as a Special Education Teacher.

2. Instructional Support Staff “Apprentices” and Non-Instructional Staff

   The compensation schedule set forth below apply to Instructional Support Staff “Apprentices” and Non-Instructional Staff. Apprentices and Non-Instructional Staff shall receive a 5.5% pay increase for the 2022-2023 school year. Beginning with the 2023-2024 school year, Apprentices and Non-Instructional Staff shall be placed on the below compensation schedule based upon their years of service or 2022-2023 salary amount, whichever is greater. A 3% COLA increase in school years 2023-2024, 2024-2025, and 2025-2026 shall apply. The lanes depicted are for the attainment of a Bachelor degree ($2,500) relevant to the bargaining unit member’s assigned position, and who submits to the Human Capital Department evidence of that degree. Employees with an Associate’s degree shall be placed in Lane 1. Employees with a Bachelor’s degree, or higher, shall be placed in Lane 2. Evidence of degree must be submitted to the Human Resources Department. Current employees who do not hold an Associate’s or Bachelor’s degree (or higher) shall be placed in Lane 1.

   [See Appendix B for compensation schedules for 2023-2024, 2024-2025, and 2025-2026 school years]

   The attached schedules do not include 8% pension pickup (7% for 2022-2023 school year). Instructional Teaching Staff, Student Services Staff, Instructional Support Staff, and Non-Instructional Staff, will be placed on the step/lane corresponding to the higher of
a.) years of service or b.) next step/lane above current salary. They will henceforth advance on step schedule based on that placement.

3. Advancement on the Salary Schedule

At the beginning of the 2022-2023 school year and each following school year returning Staff shall advance one step on the salary schedule.

B. New Instructional Teaching Staff

The Employer shall have the sole discretion to place new Instructional Teaching Staff at whatever step it deems appropriate. The Employer shall recognize at least two (2) years of experience for the purpose of step placement for New Instructional Teaching Staff with prior teaching experience. New Instructional Teaching Staff shall be placed in the lane commensurate with their educational attainment. In cases of an Instructional Teaching Staff returning from a voluntary separation of non-provisional employment from the Network, said Instructional Teacher Staff shall advance one step from their previous step on the salary schedule following such break in service.

C. Part-time Instructional Teaching Staff

Part-time Instructional Teaching Staff will be initially placed at the step determined by the Employer in its sole discretion and the appropriate lane. Their salary will be prorated based on the number of hours scheduled by the Employer.

D. Long-Term Substitutes

An individual hired as a substitute for a bargaining unit member will be deemed “substitute-long term” as referenced in Article 1 of this Agreement, if said substitute has worked eighty (80) consecutive workdays substituting for one full-time bargaining unit member. Such long-term substitute will earn an annual salary of $50,000 prorated based on the number of days worked out of the total number of workdays in a complete academic year the substitute is assigned as a result of the absence of a bargaining unit member assigned to a classification within the Instructional Teaching Staff employee category. Such long-term substitutes will earn an annual salary of $35,000 prorated based on the number of days worked out of the total number of workdays in a year if the substitute is assigned as a result of the absence of a bargaining unit member assigned to a classification within the Instructional Support Staff or Non-Instructional Staff employee category.

E. Instructional Support Staff and Non-Instructional Staff

The employer shall have the sole discretion to place new, Non-Instructional staff, at whatever step it deems appropriate.

F. Pension
For qualifying bargaining unit members, the employer shall contribute seven percent (7%) for the 2022-2023 school year and eight percent (8%) each year thereafter of any qualifying bargaining unit employee's share of their pension contribution to Chicago Teachers Pension Fund. The Employer shall abide by the Illinois Pension Code with respect to employer contributions to the Chicago Teachers’ Pension Fund (“CTPF”) for licensed teachers, paraprofessionals, and other licensed staff.

G. 401(K) Plan

The employer shall match member contributions of up to seven percent (7%) for the 2022-2023 school year and up to eight percent (8%) for each year thereafter of pay for any bargaining unit member who does not participate in the Chicago Teachers Pension Fund and who contributes to a qualified 401(K) plan.

All terms and conditions related to the 401(K) plan will be in accordance with the plan then currently in effect for all employees.

H. Tuition Reimbursement

The employer shall continue its current tuition reimbursement practice.

The Parties acknowledge the need for endorsed Bilingual and LBS1 certified teachers to ensure that students receive English Learners and Special Education services as required by law. As such, the Employer will make best efforts to provide teachers with cohort opportunities to obtain a Bilingual or LBS1 endorsement with full tuition paid for by the Employer.

I. Payroll Calendar

Upon request, the Employer shall provide the Union and/or bargaining unit members with a payroll calendar for the school year.

J. After School Stipends

The Employer shall pay a stipend to any bargaining unit member who volunteers to perform duties in connection with the Employer’s extracurricular programming, provided such duties are not otherwise contractually required of the bargaining unit member. The Employer’s extracurricular programming, and extra duties assigned to any bargaining unit member as a result of such programming, shall be set by the Professional Solutions Committee and the Employer. The Parties acknowledge that such duties may be assigned outside the workday or beyond the work year restrictions set forth in Article 17. Without limiting the Employer’s right to assign similar duties to individuals outside the bargaining unit, the Employer shall pay to any bargaining unit member entitled to compensation under this Section the following amounts:
<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Assignment</th>
<th>Amount of Stipend per quarter per bargaining unit member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elementary (K-8)</td>
<td>Activities or Athletics</td>
<td>$450</td>
</tr>
<tr>
<td>High School (9-12)</td>
<td>Activities</td>
<td>$450</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Grade Level</th>
<th>Assignment</th>
<th>Amount of Stipend per season per bargaining unit member</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School (9-12)</td>
<td>Athletics</td>
<td>$4,000 – Head Coach $3,500 – Assistant Coach</td>
</tr>
<tr>
<td>Freshman/JV</td>
<td>Athletics</td>
<td></td>
</tr>
<tr>
<td>Varsity Athletics</td>
<td>Athletics</td>
<td>$4,500 – Head Coach $4,000 - Assistant Coach</td>
</tr>
</tbody>
</table>

**K. Case Manager Stipends**

Full-Time Case Managers shall be placed on the salary schedule laid out in Section A in accordance with years of employment with the Employer.

The special education stipend in the amount of $1,500 shall be paid per semester to any bargaining unit member assuming responsibilities or duties commensurate with that of the position of “Special Education Case Manager”, provided that only bargaining unit members assigned to at least one-half day of teaching responsibilities in addition to carrying out such responsibilities and duties shall be entitled to the stipend.

**L. Leadership Stipend**

The Employer shall have the discretion of identifying bargaining unit members to assume additional leadership responsibilities aligned with the particular School and Network mission, vision, and strategic plan. These members will be compensated with a one-time stipend of up to $2,000 at the discretion of the Employer.

**M. Salary Pro-Ration**

Salaries reflect annualized compensation for a full work year. Any bargaining unit member who is hired after the first day of work of a work year or separates from employment with the Employer before the last workday will receive a prorated salary based upon the number of days worked out of the total number of workdays in a complete work year.

**N. New Hire and Referral Bonuses**

The Employer shall have the discretion to offer a one-time signing bonus of up to $5,000 for candidates and may also offer referral bonuses at its discretion.

**O. Insurance Benefits**
i. Health Insurance

Health benefits established under the 2016-18 labor contract will continue to be provided under the previously established plan design (including newly-established plans), and the employee’s contribution to the premium shall not exceed 20% for the length of the contract. If the cost to the Employer of health benefits increases significantly from one plan year to the next, the Union agrees to discuss in good faith with the Employer a mutually acceptable resolution. Similarly, the Parties further agree that future rule-making, regulations and guidance promulgated by the IRS, DOL and HHS under the Patient Protection and Affordable Care Act (“PPACA”), effective on or after January 1, 2015, or other regulations that may affect the Employer’s obligations. Accordingly, given this uncertainty, and in the event the Employer’s obligations are impacted, the Parties agree to negotiate in good faith over PPACA and other regulatory compliance. Infertility, abortion, and gender affirming care coverage will be provided subject to the terms of Acero’s group health insurance plan and the employee’s selected plan.

The Employer will provide Health Savings Accounts (HSAs) to bargaining unit members who elect and qualify for such under the terms of a high deductible health plan.

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.

Full-time bargaining unit members are eligible to participate in the Employer’s health insurance benefits program on the first day of the first full month of the employee’s employment.

The Employer shall provide healthcare coverage for bargaining unit members granted leave according to the Employer’s group health insurance plan.

The Employer shall not make any change to healthcare benefit providers or healthcare plans without a discussion with the Union, regardless of whether the plan is an HMO or PPO or other option. The Employer shall also not make any change to the HSA or FSA provider or plan without a discussion with the Union.

ii. Life Insurance

The Employer shall pay 100% of an eligible full-time bargaining unit member’s premium for life insurance and AD&D insurance, with coverage provided in the amount of the bargaining unit member’s annual salary up to $100,000.00. In order to be eligible, a bargaining unit member must work at least thirty (30) hours per week.

iii. Vision/Dental Insurance

The Employer will offer vision and dental insurance coverage to bargaining unit members, with vision being 100% of the premium to be paid by the employee and dental being 20% of the premium to be paid by the employee.
iv. Short-Term Disability

The Employer shall provide short-term disability insurance coverage at no cost to bargaining unit employees. Short-term disability benefits and eligibility requirements are subject to the terms of the plan. Employees receiving short-term disability benefits concurrent with FMLA leave shall be eligible to receive continuation of their group health insurance benefits under the same conditions as if they had not taken leave during the FMLA leave period.

v. Long-Term Disability

The Employer will provide bargaining unit employees the option to elect to purchase long-term disability insurance coverage. Long-term disability benefits and eligibility requirements are subject to the terms of the plan.

P. Student Enrollment

The Parties agree to make a joint effort to increase enrollment at Acero, subject to Article 19, Class Size.

Q. Modifications

If Acero receives a first notice of default on its financial covenant, the Parties agree to discuss modifications to the labor agreement.

R. School-Related Assault/Battery Benefit

Bargaining unit employees who (1) are eligible for temporary total disability (“TTD”) under Acero’s workers’ compensation insurance plan; and (2) are absent from duty due to an intentional school-related assault or battery are eligible to receive from Acero the balance of their pay not covered by TTD during the period of TTD payments.
ARTICLE 16 - LEAVE PROVISIONS

A. Paid Time Off

1. Paid Time Off, Generally

Full-time bargaining unit members shall be entitled to ten (10) days leave referred to herein as “Paid Time Off” or “PTO” with full pay for each school year for illness or personal purposes. All PTO days will be available on the first day of the school year or first day of employment. Bargaining unit members hired throughout the year shall be granted PTO on a pro rata basis based upon their date of hire.

PTO may be taken at any time during the school year. Annual PTO shall accrue on August 1st of each school year. Unless the bargaining unit member has been donated PTO in accordance with Paragraph G, any day a member is absent in excess of their PTO allotment shall be unpaid and taking such a day without authorization may result in discipline.

Except as otherwise provided herein, PTO shall be taken in four (4) hour increments. The use of pre-planned PTO must be requested in the HRIS system two (2) weeks in advance. The Employer shall not require a bargaining unit member to disclose the purpose for requesting PTO.

In the event that a bargaining unit member requires the use of unplanned PTO, meaning the use of PTO with less than two weeks’ notice, the bargaining unit member must notify his or her supervisor as soon as he or she becomes aware of the need to use unplanned PTO and must do so no less than one and one-half (1.5) hours prior to the start of the workday. In the event that the use of unplanned PTO by a bargaining unit member exceeds three (3) consecutive workdays or occurs on the day before or after a school holiday or instructional break, the Employer may require the bargaining unit member to furnish documentation from a healthcare professional to support a basis for the member’s continued absence.

2. Incremental PTO

Each semester, a bargaining unit member may request the use of up to four (4) hours of PTO in less than four (4) hours but not less than one (1) hour increments, provided that the bargaining unit member secures an appropriate replacement. In the event that a bargaining unit member’s assigned supervisory duties cannot be reassigned, the Employer may otherwise approve the bargaining unit member’s use of PTO in increments of less than four (4) hours.

3. Excess PTO and Wellness Leave

If a bargaining unit member resigns or is dismissed having utilized PTO that has not yet accrued, the bargaining unit member shall be required to compensate the Employer for
such time during the first year of their employment. Any unused PTO can be rolled over to the next year or any portion thereof paid out at $15.00/hour ($120 per workday) to members still actively employed. In the event a bargaining unit member separates from employment prior to October 1, he/she shall be paid his/her accrued PTO days in the customary method of payment at $15.00 per hour ($120 per workday).

If a bargaining unit member’s aggregate accrued PTO exceeds twenty (20) days at the end of the school year, the excess PTO shall be permanently converted to wellness leave, which may be accrued and carried over from year to year without limit. Wellness Leave may be utilized for any purpose allowed under FMLA leave. Wellness leave shall be scheduled in the same manner as PTO. Upon separation, all accrued but unused wellness leave shall not be paid but shall be counted for service and benefit credits for retirement benefits. Bargaining unit members can use Wellness Leave days prior to exhausting PTO only when granted an approved leave in paragraphs D or E below. There is no limitation on the number of Wellness Leave days that may accumulate. When a bargaining unit member who is a contributor to CTPF separates from employment, any accrued but unused wellness leave days shall be reported to CTPF for service credit consistent with CTPF’s rules and regulations.

4. Emergency Unpaid Leave

A bargaining unit member who has exhausted all PTO may request an unpaid emergency leave of up to ten (10) working days due to an unusual and unforeseeable event that legitimately requires the bargaining unit member to miss work, provided that the decision on whether to grant any additional unpaid time shall be in the sole discretion of Human Resources or Employer designee.

5. Discretionary Unpaid Leave

A non-provisional bargaining unit member may submit a request for an unpaid leave of absence of up to six (6) months. The decision on whether to grant a request for an unpaid leave of absence shall be in the sole discretion of Human Resources or Employer designee. If such a request is approved, healthcare coverage will be provided during the leave period according to the Employer’s group health insurance plan and the employee will be responsible for paying the employee contribution for any portion of the leave period that is unpaid.

B. Non-Instructional Staff – Vacation

In addition to the use of PTO, Non-Instructional staff are entitled to fifteen (15) vacation days per year. After five (5) years of service, Non-Instructional staff are entitled to twenty (20) vacation days per year. All vacation days will be available on August 1 or the first day of employment. Non-Instructional staff hired throughout the year shall be granted vacation days on a pro rata basis based upon their date of hire.

C. Work Site Unavailability

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In the event that a Non-Instructional bargaining unit member’s workspace is unavailable for one or more consecutive workdays on non-instructional days, the Employer will notify said bargaining unit member no later than 12 hours prior to the start of the workday and suggest alternative places for work. Bargaining unit members instructed to stay home will be paid for days lost.

D. Employer Granted Leaves

Bargaining unit members are entitled to all leaves included in the Employee Handbook, including FMLA (defined below) Leave, Nursing Mother’s Leave, Domestic Violence Leave, Worker’s Compensation Leave, Blood Donation, School Visitation, and Voluntary Emergency Worker’s leaves. The terms of these leaves cannot be changed for bargaining unit members without express, written agreement of the Parties, which will not be unreasonably withheld.

E. Jury Duty Leave

Bargaining unit members are entitled to jury duty leave as provided within the Employee Handbook. Bargaining unit members are expected to notify the Employer promptly of upcoming jury duty assignments and provide a copy of their jury notification to their Principal or supervisor. Bargaining unit members will be excused from work for jury duty with no loss of pay (up to a maximum of ten (10) days with any remaining days being unpaid), benefits, or paid leave days. Upon return to work, bargaining unit members must sign their paycheck from jury duty over to the Employer for any days on which they received full pay from the Employer.

F. Military Organization Leave

Bargaining unit members who serve in military organizations may take the necessary time off without pay to fulfill this obligation and will retain all of their legal rights for continued employment under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and other applicable laws.

F. Voting Leave

Bargaining unit members who vote on Election Day are, to the extent possible, required to do so before or after their regularly scheduled working hours. If a bargaining unit member is scheduled to begin work less than two (2) hours after the time that polls open and scheduled to end work less than two (2) hours before the polls close on Election Day, the bargaining unit member should contact Human Resources and their supervisor to arrange for and schedule the necessary time-off with pay to vote, up to a maximum of two (2) hours, with such time being scheduled during the work day depending on operational needs. A request for time off must be submitted in writing at least two (2) days prior to Election Day. Proof of voting will be required if time off is requested and granted.
H. Bereavement Leave

Bargaining unit members shall be given up to ten (10) paid days of absence in case of a death in their immediate family, which includes a spouse, domestic partner, partner in a civil union, child, stepchild, parent, stepparent, foster parent, former guardian, sibling, step-sibling, half-sibling, or stillbirth. Immediate family also includes grandchildren if the bargaining unit member is the primary caregiver for that child.

Bargaining unit members shall be given a maximum of three (3) paid days of absence (annually) and seven (7) workdays of unpaid bereavement leave in the case of a miscarriage by the bargaining unit member or their spouse/domestic partner, an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure, or a failed adoption match or an adoption that is not finalized because it is contested by another party.

Bargaining unit members shall be given up to three (3) paid days of absence and seven (7) workdays of unpaid bereavement leave in the case of a death of a family member, which includes grandparent, grandchild, niece, nephew, parent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

Bargaining unit members must provide the Employer with at least 48 hours’ advance notice of their request to take bereavement leave or, in the case of an emergency, as much advance notice as practicable. Any bereavement leave taken must be completed within twelve (12) months after the date on which the employee receives notice of the qualifying event. The Employer may require reasonable documentation to substantiate an employee’s request for bereavement leave, such as a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary or funeral home.

I. Educational Leave for Instructional Support Staff

Instructional Support Staff assigned to an Apprentice classification that pursue an Illinois educator’s license shall be provided the option of resigning from their Apprentice position and being placed on an Instructional Teaching Staff recall list, in order to complete the requirements of the certification program. Any Instructional Support Staff assigned to an Apprentice classification who resign from employment to pursue an Illinois educator’s license shall be placed on the Instructional Teaching Staff recall list for up to a two year period and guaranteed employment with Acero Schools for any Instructional Teaching Staff vacancy for which the bargaining unit member is qualified. Should such a vacancy not be available during the two-year period, the Employer shall offer the bargaining unit member the next available Instructional Teaching staff vacancy for which they are qualified. Bargaining unit members returning from such leave, as Instructional Teaching Staff, shall return as a provisional employee and be placed on the salary schedule at Step 2 in the Lane commensurate with highest level of education obtained. (In accordance with Article 7).

J. Family and Medical Leave Act/Childbearing Preparation and Child Rearing

Consistent with the Employer’s leave policies and applicable law, eligible bargaining unit
members shall be provided leave under the Family and Medical Leave Act of 1993, as amended, (“FMLA”). Those bargaining unit members eligible for FMLA leave may request up to 12 weeks off of work for an approved leave for purposes of preparation for child births, post-birth bonding or adoption within the first year of the event leading to the child being in the home. Employees eligible for FMLA leave receive continuation of their group health insurance benefits under the same conditions as if they had not taken leave.

1. Compensation during FMLA Leave

   a. FMLA leave is unpaid; however, bargaining unit members may elect to use any available benefit time they have accrued for the first five (5) working days, which will run concurrently with FMLA.

   b. Bargaining unit members may elect to take the remainder of the FMLA unpaid, or be compensated through the following:

      i. Paid Parental Leave (subject to the below);
      ii. Short Term Disability (STD);
      iii. Additional accrued PTO;
      iv. Accrued “wellness leave”; or
      v. A combination of STD, PTO, and “wellness leave.”

   c. Consistent with the Employer’s leave policies, and for purposes of clarity, the following shall apply:

      i. Bargaining unit members shall not accrue PTO during periods of FMLA leave that do not qualify as intermittent FMLA leave; and

      ii. Bargaining unit members 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 member in connection with childbirth, or any other condition that would otherwise entitle members to coverage, may, at the member’s option, run concurrently with unpaid FMLA Leave.

2. Holidays and Non-School/Workdays

   a. If there is a holiday non-school/workday or school closing or shutdown where bargaining unit members are not expected to work, the non-school/workdays or shutdown period shall not count against the member’s FMLA allotment. The member shall receive FMLA credit if the leave coincides with a holiday only if the member works part of the week. If the member works part of the week, only the days the member would have been expected to report to work would count against the member’s FMLA allotment. If the bargaining unit member is out on FMLA for the entire workweek, the holiday would count against the member’s FMLA leave allotment.
b. Holiday Pay. The bargaining unit member will only get paid for a holiday if the member either works or takes approved PTO on the day before and the day after the holiday.

3. Paid Parental Leave/Childbearing and Rearing Payout
   a. Bargaining unit members who are eligible for and granted FMLA leave for the birth of a child or who adopt or foster a child will be eligible for paid parental leave which runs concurrently with FMLA leave during any period not covered by STD or, alternatively, a child-rearing payout following their return from FMLA leave based on their years of employment with the Employer:
   Such additional paid parental leave/child rearing leave is accruable in accordance with the following schedule:

   Greater than one (1) but less than two (2) years of Service Receives fifteen (15) days at full pay
   Greater than two (2) years but less than seven (7) years of service receives thirty (30) days at full pay
   Greater than seven (7) years of service receives thirty-five (35) days at full pay

   b. Any payment made pursuant to this section shall be made no later than the second scheduled payroll following the bargaining unit member’s return to work. A bargaining unit member on leave under this Section who is laid off during the leave shall be paid the entire leave balance upon layoff.

   c. In lieu of the paid parental leave/child rearing payout, or any portion thereof, the additional leave may be taken within a year of a child being in the home, and does not have to be contiguous. Upon the bargaining unit member’s return to work, the bargaining unit member must elect an allocation of payout and leave. When using such leave, bargaining unit members shall provide reasonable notice of the need to use such leave. The leave expires after a year.

K. Leave Rights

All bargaining unit members on paid leave shall continue to receive wages, health and welfare benefits, and retirement credit in the same amounts as if they were not on leave. Those bargaining unit members 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 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 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 member returning from any type of paid leave shall be entitled to return to the same position and assignment they 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 they had prior to the leave unless that position was filled in their absence with another member, and in such case the returning member shall be entitled to an equivalent position.

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 bargaining unit members.

L. Leave Donation

Upon exhaustion of their accrued PTO, all bargaining unit members may request the donation of additional leave time from other bargaining unit members.

The donated PTO as a result of this Article will be deducted from the accrued PTO of the bargaining unit member who donates it. All such donations are limited to donations of PTO in four-hour increments from an individual bargaining unit member to another bargaining unit member. The Union hereby consents to any individual bargaining unit member’s decision to diminish contractually negotiated benefits to which they would otherwise be entitled. All other provisions relating to PTO shall apply.

M. Holidays

All full-time bargaining unit members are entitled to the holidays listed below.

Labor Day
Christmas Eve & Day
Columbus Day
New Year’s Eve & Day
Thanksgiving Day & Day After
Martin Luther King Day
President's Day
Memorial Day
Juneteenth National Freedom Day
Independence Day
Veterans’ Day

In addition to the listed holidays set forth above, each member will be allowed up to three (3) floating holidays annually to be scheduled at their discretion, subject to operational and staffing needs.
Additionally, all Instructional Staff will receive time off during the following breaks, if applicable to their school calendars:

Fall Break
Thanksgiving Break
Winter Break
Spring Break
ARTICLE 17 - WORK YEAR AND HOURS OF EMPLOYMENT

A. Instructional Teaching and Instructional Support Staff

1. Work Year

For the 2022-2023 school year, and unless otherwise set forth in this Article 17, all bargaining unit members will work up to one hundred ninety (190) days to include up to one hundred and seventy-nine (179) days of instruction, with no less than six (6) weeks of summer break. Instructional staff beginning their provisional period may be required to work up to three (3) additional non-instructional days prior to the start of each school year.

For the 2023-2024 school year, and unless otherwise set forth in this Article 17, all bargaining unit members will work up to one hundred and eighty-nine (189) days to include up to one hundred and seventy-eight (178) days of instruction, with no less than six (6) weeks of summer break. Instructional staff beginning their provisional period may be required to work up to three (3) additional non-instructional days prior to the start of each school year.

Beginning with the 2024-2025 school year, and unless otherwise set forth in this Article 17, all bargaining unit members will work up to one hundred eighty-eight (188) days to include up to one hundred and seventy-seven (177) days of instruction, with no less than six (6) weeks of summer break. Instructional staff beginning their provisional period may be required to work up to three (3) additional non-instructional days prior to the start of each school year.

The calendar of each work year, subject to any limitations set forth herein regarding instructional and non-instructional days of the work year, shall be set in accordance with Article 6, Committees of this Agreement.

2. Student Instructional Day

The Student Instructional Day shall not exceed seven (7) hours (the “Student Instructional Day”). Notwithstanding the foregoing, the Student Instructional Day may be shortened in accordance with Section (A)(7) of this Article.

3. Workday

The professional workday shall not exceed seven and one quarter (7.25) hours in length for High School Instructional Staff and seven and one quarter (7.25) hours in length for Elementary School Instructional Staff. The workday shall include instruction during the Student Instructional Day, student supervision outside the Student Instructional Day (i.e., before and after the start of the Student Instructional Day), duty-free lunch, advisory periods (where applicable), support (where applicable), study-hall (where applicable), all assigned duties, transition times, planning and preparation period(s), staff
meetings, professional development, other administratively-directed meetings, and other
duties as assigned by the Employer.

Instructional Teaching Staff and Instructional Support Staff shall have five (5) duty-free
lunch periods, one per day, each workday of not less than thirty (30) uninterrupted
minutes, which shall be scheduled concurrently with student lunch periods.

When assigned arrival or dismissal before or after school (up to fifteen (15) total minutes
of assigned duty), supervision duty will begin no earlier than fifteen (15) minutes prior to
student start time and no later than fifteen (15) minutes after the conclusion of the
instructional day. Due regard shall be given to bargaining unit members’ personal
preferences in selecting which dates and times they are assigned such supervision;
however, the Parties recognize that the assignment of supervisory duty despite any
personal preference is appropriate where the safety of students or continuity of school
operations is a consideration. When not assigned to supervision duty, Instructional Staff
will organize their own before- and after-school schedules, applying the values of
professionalism and collaborating with colleagues, students, and families.

The Employer will honor the teacher preference in duty assignments to the extent it is
administratively possible.

All Instructional Staff may opt to sign up for additional duties with Principal approval
and will be compensated at the rate of thirty-eight dollars ($38) per hour for the time
spent supervising the student.

All students who are participating in after-school activities or who have not been picked
up after school must remain with the designated Instructional Staff member up to fifteen
(15) minutes after the end of the after-school activity. Any student who has not been
picked up fifteen (15) minutes after the end of the Student Instructional Day or after
school activity(ies) will wait with a non-bargaining unit member of the Campus
Leadership. For after-school activities, if the Campus Leadership is unavailable and the
Instructional staff member has notified Campus Leadership, the staff member will be
paid at a prorated rate of thirty-eight dollars ($38) per hour for the time spent supervising
the student.

4. Preparation Time

   a. Generally

      Providing timely, relevant feedback is essential to support quality teacher growth.
      Instructional Teaching Staff shall be provided time and support during weekly
      administratively directed preparation time through individualized teacher coaching to
      advance both teacher development and student achievement. Duty-free and self-
      directed planning time is non-instructional time during the workday including
      instructional planning, classroom and instructional preparation, the fulfillment of
      administrative directives, collaboration with other Instructional Staff (excluding staff
meeting times) and administratively directed professional development. Dedicated planning time shall not be used for personal business. The scheduling of Individualized Education Program meetings shall not be considered an administratively-directed activity.

The Parties recognize that the exact length of a dedicated planning period can depend on variables within a school, including the types of preparation necessary for a particular subject, the time needed to grade student work at different age levels, and the choices of the school with regard to instructional length of MAPS and other factors, but planning periods shall include at least one (1) fifty (50) minute period each day, except on Wednesdays due to abbreviated schedules in which case the planning period will be equal in number of minutes to the number of minutes in every other period, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure.

Should an Instructional Staff member who is not under a Remediation Plan lose any significant portion of their dedicated planning periods they shall be paid thirty-eight dollars ($38) for that interrupted period.

Should a member of Instructional Teaching Staff miss any part of planning time for IEP meetings or other regularly scheduled meetings, then an equivalent number of minutes missed shall be provided by campus administration or $38 shall be paid for that interrupted period based on member’s preference.

If there is an adjustment to the number of daily class periods then the Parties shall meet to discuss and adjust the preparation periods accordingly.

b. Elementary Instructional Teaching Staff

Except as otherwise set forth in this Agreement, Elementary Instructional Teaching Staff shall receive a minimum of three hundred and thirty (330) minutes of preparation time each week, three-hundred and five (305) minutes of which are self-directed, including at least fifty (50) minutes of duty-free, continuous and self-directed preparation time each day, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure. Up to twenty-five (25) minutes of the weekly preparation time may be administratively directed. Any time in excess of guaranteed self-directed preparation time and administratively directed preparation time shall be used at the discretion of the Principal.

c. High School Instructional Teaching Staff

Except as otherwise set forth in this Agreement, High School Instructional Teaching Staff shall receive a minimum of four hundred and sixty-five (465) minutes of preparation time each week, four-hundred and forty (440) minutes of which are self-directed, including at least fifty (50) minutes of duty-free, continuous and self-
directed preparation time each day. Up to twenty-five (25) minutes of the weekly preparation time may be used for administratively directed activities. Any time in excess of guaranteed self-directed preparation time and administratively directed preparation time shall be used at the discretion of the Principal.

Unless otherwise limited by the foregoing, High School Instructional Teaching Staff shall instruct no more than five (5) class periods excluding support (where applicable) or advisory (where applicable) and have no fewer than two (2) fifty (50) minute continuous preparation periods a day. High School Instructional Staff and K-12 Instructional Staff shall be required to prepare for no more than two courses, including Honors or Remedial courses, unless otherwise determined by the campus Professional Solutions Committee (PSC) and ratified by the waiver procedure.

d. Other Instructional Staff

Other Instructional Staff shall be entitled to the preparation time set forth in Section C of this Article.

e. Limitations and Conditions Relating to Preparation Time

Instructional Staff under a Remediation Plan may, at the discretion of the Employer, receive less planning time than otherwise required by this Article, provided that any administratively-directed activities limiting a bargaining unit member’s rights with respect to this Section is intended to provide more intensive supports required for the member to improve their performance.

5. Unit and Lesson Plans

The development and use of lesson plans is a professional responsibility vital to effective teaching. Any returning teacher seeking format flexibility may at the start of the school year present an alternative lesson-planning format to the Employer or employer designee for approval. The alternative format will be approved for use provided that it includes all required content for lesson plans. Provisional teachers and teachers under Remediation Plans will be provided with a format, as well as content, set of expectations.

6. Meetings

Notwithstanding any other limitations set forth in this Article, Instructional Staff shall participate in up to sixty (60) minutes of administratively-directed meetings following the conclusion of any assigned duties on Wednesdays, though meetings may occur on days other than Wednesday or consist of activities other than administratively-directed meetings based upon recommendations of campus-based Professional Solutions Committees implemented by the Employer. Student dismissal on Wednesdays during the school year will be one (1) hour early to facilitate these meetings.
During such meetings, Instructional Staff shall be assigned to attend or perform duties related to:

a. Faculty Meetings (including planning and professional development that qualifies for ISBE continuing education credit hours if otherwise consistent with the professional development determined necessary by the Employer);

b. Group Meetings (Grade-Level, PLC, collaborative meetings between Instructional Staff responsible for general education and special education services, content-area study, lesson planning projects, assessment development, etc.); and/or

c. Supervision of up to thirty (30) students in an after-school early dismissal activity or homework club (content at the option of the supervising staff member). Depending on the number of students registered in such programs, a rotating schedule of supervision will be developed at the campus to allow Instructional Staff members assigned to this supervision to also participate in important Faculty and Group meetings.

To permit Instructional Staff to participate as fully as possible in meetings under this section, the Employer shall notify Instructional Staff of the intended scope and sequence of any professional development or other meetings contemplated by this Section no later than the end of the first student attendance day each semester. This scope and sequence shall, minimally, detail what topic will be covered on which day. If the Employer, in its sole discretion, determines that a change to the scope and sequence is necessary, the Employer shall provide no less than two (2) weeks’ notice to Instructional Staff if such change includes a change in schedule.

Notwithstanding the requirements of this Section, Instructional Staff on Remediation Plan may be required to attend up to fifty (50) minutes of administratively-directed activities each week in addition to their regularly-scheduled duties, provided that Instructional Staff shall not be required to attend any meetings or other duty assignments for more than fifteen (15) minutes before the start of the Student Instructional Day or otherwise beyond thirty (30) minutes after dismissal.

Changes that affect the daily work schedule of Instructional Staff under a Remediation Plan should be minimized. In the event that a meeting is scheduled outside of normal working hours without one week’s notice, and an Instructional Staff member is unable to attend due to a prior commitment or personal hardship, the Staff member will not be disciplined for not attending.

7. Non-Instructional Days

There will be a total of eight (8) professional development days and two (2) elementary presentation of learning days/high school parent teacher conferences each year.

a. Professional Development
i. Three (3) Days prior to the start of the instructional school year.

- One day self-directed
- One day administratively directed
- One day split equally between administratively directed and teacher self-directed, without administrative directives

ii. Three (3) days at the end of each quarter 1, 2, and 3. The format for these days shall have two and one-half (2.5) hours of administratively directed, and the remaining day shall be self-directed time without administrative directives.

iii. One (1) day self-directed directly after the end of the instructional school year.

iv. One (1) day with the format of equal administratively directed and self-directed time to be determined by the Calendar Committee.

b. Elementary Presentation of Learning/ High School Parent-Teacher Conferences

Instructional Staff must be available to schedule 10.5 hours of student-teacher-family conference time over two (2) workdays at times mutually agreeable to the teacher, parent/guardian, and principal during the Presentation of Learning Days each semester. These days will be configured as two consecutive weekdays in each semester. Instructional Staff shall work eleven (11) hours over these two days, one day which begins at 11:30 a.m. and ends at 7:00 p.m., and one day which begins at 8:00 a.m. and ends at 11:30 a.m., with up to 10.5 hours of conference time and any remaining time may be used as self-directed work. The calendar committee will develop recommendations for scheduling presentation of learning days or parent teacher conferences in the school calendar. For 7th and 8th grade the campus Professional Solutions Committee will make recommendations for the structure and content of Presentation of Learning days to reflect current student progress and transitional goals to high school.

Instructional Staff members shall be reimbursed PTO, in twenty (20) minute increments, for any conference make-ups conducted outside of their workday which have been verified.

8. Professional Growth Plans

Professional Growth Plans, in addition to available academic data, drive the planning and implementation of the school and network planning days and establish expected standards of growth, professional development and support for each Instructional Staff member.

A Professional Growth Plan shall be developed collaboratively between campus-based leadership of the Employer and each employee classification within the employee
category of Instructional Staff with the Employer having final approval. Any member of
campus-based leadership responsible for developing a Professional Growth Plan in
collaboration with each Instructional Staff member must be a qualified evaluator as used
in Article 31, Evaluation, of the Agreement. Any Professional Growth Plan shall align to
Network mission, vision, and strategic plan.

The Professional Solutions Committee should discuss instances where Professional
Growth Plans are not being developed collaboratively, provided that the ultimate decision
on such Plans lies with the Employer. Professional Growth Plans, in addition to available
academic data, drive the planning and implementation of the school and network
planning days and establish expected standards of growth, professional development and
support for each Instructional Staff member.

The Employer will work to provide planning and development opportunities that align
with the organizational mission and are differentiated for Instructional Staff.

Occasionally, to meet the unique needs of staff and schools, the Employer may encourage
and support external development opportunities for Instructional Staff members.

9. Community Engagement

All Parties recognize the value of parental engagement outside of school. Teachers and
advisors (where applicable) are encouraged, but not required, to engage parents at the
parents’ home or elsewhere in the parents’ community away from the school building if
invited to do so by the parent/family of their students. Teachers that complete home visits
for all of their homeroom or advisee students by the end of winter break shall receive a
five-hundred-dollar ($500) stipend for their dedication to parental engagement.

10. School Events

Instructional Staff shall participate in organizing and/or attending four (4) events, two (2)
Employer directed events (announced at the beginning of the school year) and two (2)
events of the bargaining unit member’s choice, such as Family Literacy Night,
Graduation, Open Houses, Art/Music/Drama Presentations, sporting events, dances, etc.
The Employer will reasonably accommodate bargaining unit members’ outside
commitments making them unavailable for particular events (including rescheduled
events), and bargaining unit members shall not be disciplined or compelled to use PTO as
a result. A representative of the Employer from the Campus (e.g., a Principal) must be
present at each mandated event and shall be responsible for addressing any safety issues,
health concerns, or emergencies. Notwithstanding the foregoing, all liability shall rest
with the Employer.

11. Schedule Changes

After the first ten (10) instructional days in a 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 full workday to prepare prior to such change taking place.

12. Teaching Assignments for Next Year

Teachers shall be allowed to submit in writing their course preferences prior to the first Monday in April. Initial teaching assignments shall be shared with teachers by May 1 with the understanding that assignments are not final.

B. Rights of Classifications within Instructional Teaching Staff

Except where otherwise provided in Section A of this Article, the terms and conditions of work and rights of Elementary Teachers, High School Teachers, K-12 Teachers, and Special Education Teachers shall be consistent with established practice at each campus at which the Teacher is assigned.

1. Elementary Teachers

Daily class schedules and instructional time for each subject shall remain consistent daily, unless otherwise agreed upon by the campus Professional Solutions Committee or designated scheduling sub-committee. The PSC will create a campus wide schedule to be reviewed by the staff. All staff members may give feedback to the PSC. The PSC will take the feedback into considerations and establish a final schedule. There shall be five (5) minutes of transition time built into the schedule between classes, lunch, recess, etc. unless otherwise determined by the PSC or scheduling committee.

2. High School Teachers and K-12 Teachers

Annually, by December 1 of each academic year, the Professional Solutions Committee, or a sub-committee (comprised of at least one representative from each grade level and/or at least one representative from each subject, and these members shall be identified and selected by the Union with the Employer having up to the same number of representatives at each campus) shall work to propose the student day, review and set bell schedules which will include all instruction, advisory (where applicable), support (where applicable which is understood to be a Tier 2 intervention), study hall (where exists in name or practice if applicable which is understood to be a Tier 2 intervention), student lunch that is no less than 25 minutes in length, curriculum, course offerings for the next 2 years which shall be no less than fifty (50) minutes in duration other than Wednesdays, electives, and length of support classes in compliance with graduation requirements set by the Illinois Board of Education. Unless the graduation requirements set by the Illinois Board of Education necessitate a change, the number of required credits for high school graduation shall not exceed 28. All decisions made by this committee shall be in accordance with majority vote of the committee a copy of which shall be sent to the Union and Employer prior to the end of the Instructional School year. There shall be five
(5) minutes of transition time built into the schedule between classes, lunch, advisory, etc. unless otherwise determined by the PSC or scheduling committee.

In the event the Employer is required to change the bell schedule during the school year for a specific day or period of time, the Employer will present the tentative bell schedule modification to the PSC in advance for collaboration and input. Any proposed bell schedule modification must be aligned with the other terms of this Agreement.

3. Special Education Teachers

Except where otherwise provided in Section A of this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classification “Special Education Teacher”:

a. The Employer shall not assign any Special Education Teacher duties not related to special education services, unless such duties can be assigned in a manner that does not affect compliance with or services provided in furtherance of any student’s Individualized Education Programs (“IEP”) or Section 504 plan, team meetings related to the administration of IEP’s or Section 504 plans, or other unique instructional needs of students assigned to the caseload of a Special Education Teacher. Disagreements between the Parties regarding application of this Section at any campus operated by the Employer shall be resolved by its respective campus Professional Solutions Committee.

b. The needs of students served by a Special Education Teacher shall be given priority in scheduling after the scheduling of Instructional Staff assigned to classifications within each campus MAPS department.

c. In order to provide individualized instruction, Special Education Teachers shall be permitted to pull by level, rather than grade, if they deem appropriate for the purposes of scheduling, in accordance with the student’s IEP.

d. If any meeting related to the administration of an IEP or Section 504 plan deprives a Special Education Teacher of a substantial portion of dedicated, self-directed preparation time, the Employer shall offer compensatory minutes of dedicated, self-directed preparation time (if the bargaining unit member will not otherwise be provided the minimum daily or weekly amount of preparation time required under the Agreement) or compensate the Special Education Teacher thirty eight dollars and ($38) for that interrupted period;

e. Except in cases of emergency Special Education Teachers shall not be assigned as substitute teachers.

f. Special Education Teachers must participate in all student, teacher, family conferences/presentations of learning of 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.

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g. The Employer will exert its best efforts to provide draft schedules/caseloads for the following school year to Special Education Teachers prior to the last school day in the preceding school year, with the understanding that this is subject to change.

h. Special Education Teachers shall be annually provided with up to three (3) IEP workdays annually, which may be taken in four (4) hour increments. Special Education Teachers requiring an IEP workday shall make such a request to their Principal or supervisor at least ten (10) days in advance, and shall inform the Principal or supervisor as to why the IEP workday is operationally necessary. The Principal shall retain the discretion to approve or deny the IEP workday request, with such approval or denial not being unreasonably withheld. In the event a Special Education Teacher determines that an emergency IEP workday is necessary, the Principal may approve a request to utilize an IEP workday with less than ten (10) days’ advance notice.

i. For High School Special Education Teachers, Acero will make its best efforts to maximize teaching loads to include grade bands and/or subjects for High School LBS1 Teachers with the goal of equitably distributing caseloads among Teachers. For Elementary Special Education Teachers, Acero will make its best efforts to maximize teaching loads to be inclusive of grade bands with the goal of equitably distributing caseloads among Teachers.

C. Rights Of Classifications Within Instructional Support Staff

1. Kindergarten Apprentices, Special Education Apprentices, Teacher Apprentices, and Classroom Apprentices

Except where otherwise provided in this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classifications of “Kindergarten Apprentice”, “Special Education Apprentice”, “Teacher Apprentice” and “Classroom Apprentice”, collectively “Apprentices”:

a. No Apprentice shall be used as a substitute teacher unless he or she volunteers to perform the services of a substitute teacher and holds the requisite certification from the Illinois State Board of Education. Apprentices shall serve as substitutes only in circumstances requiring temporary emergency supervisory duty for the welfare of students or the safety of school operations. The affected Apprentice shall be compensated thirty-eight dollars ($38) for each hour of duty completed in addition to their current salary.

b. Apprentices shall not be used to organize, orient, direct, or otherwise supervise substitute teachers. Apprentices shall not be responsible for organizing sub plans for any teacher. Apprentices shall only be responsible for the creation of their own sub plans, which shall be provided to the Employer to distribute to a substitute in the event of an Apprentice’s absence.
c. All Apprentices may perform temporary classroom supervisory duty, subject to the limitations set forth herein, in situations where the safety or welfare of the student(s) is concerned, but such duty shall not be instructional in nature nor typically exceed sixty (60) minutes per day. The affected Apprentice shall be compensated thirty-eight dollars ($38) for each hour of supervision completed in addition to their current salary.

d. Apprentices may only be used as translators or interpreters if they volunteer to do so.

e. All Apprentices shall be provided with an electronic and/or a printed copy of any applicable IEPs for students on their caseload provided that such IEPs contain information the Employer determines to be necessary to perform the Apprentices’ role.

f. The Employer and the Union recognize the value of professional development. Apprentices shall be present at relevant and differentiated professional development, as directed by their supervisor and may follow the Employer’s policies in requesting additional or external professional development.

g. Dedicated preparation time for Apprentices shall include uninterrupted blocks of non-instructional time during the workday excluding professional development and staff meeting times. Dedicated planning time shall not be used for personal business. Apprentices on Remediation Plans may receive less dedicated preparation time, as more intensive coaching is necessary for the Apprentice to improve. Should an Apprentice who is not on a Remediation Plan lose any significant portion of their dedicated planning periods (i.e., subbing, duty, etc.) they shall be paid thirty-eight dollars ($38) for that interrupted period.

i. Classroom Apprentices, Teacher Apprentices and Kindergarten Apprentices shall be afforded no fewer than two hundred and eighty-five (285) minutes of planning/preparation time a week, with two hundred and fifty-five (255) self-directed minutes to be divided into preparation periods consisting of no fewer than fifty (50) uninterrupted minutes as the classroom teacher they support. Classroom Apprentices, Teacher Apprentices and Kindergarten Apprentices shall have a minimum of one (1) continuous, uninterrupted, self-directed planning/preparation period each day. Up to thirty (30) minutes of time may be used as administratively directed.

The Classroom Apprentice, Teacher Apprentice and the Kindergarten Apprentice will use this time for work that improves the classroom(s) in which they work, the effectiveness of instructional methods, achieving the success of their students, or any other classroom related business requested.

ii. Special Education Apprentices shall be afforded no fewer than one-hundred and eighty-five (185) minutes of preparation/planning time a week, with one-
h. All Apprentices shall attend conferences during presentation of learning/conferences with the families of students that comprise their caseload and will work the same total hours for these days as other Instructional Staff. For an Apprentice with one or two conferences, the Principal may assign other duties as needed on a presentation or learning/conference day. If no other duties are assigned, any time not dedicated to conferences will be self-directed.

i. Classroom Apprentices, Teacher Apprentices and Kindergarten Apprentices will be present for the meetings of the classroom rosters they support, not to exceed the number of one (1) classroom if assigned to a grade-level and multiple classrooms are supported.

ii. Special Education Apprentices shall endeavor, whenever possible, to meet with the parent or guardian of all students that comprise their caseload. Special Education Apprentices may also meet collaboratively or take part in a professional development specific to their subject area. If the Special Education Apprentice chooses to be present for any meetings beyond the meetings with their caseload, any work hours within the time period allotted for presentation of learning/conferences not scheduled for conferences for Special Education Apprentices may be spent on teacher, or self-directed tasks not to exceed seven and one quarter (7.25) hours as laid out in Section A of this Article. No Apprentice shall be penalized or receive a lower evaluation for choosing to meet only with the family of their caseload.

j. A Special Education Apprentice representative shall be permitted to attend school-level special education staff meetings.

k. The Employer shall provide a workspace to Apprentices appropriate to their job duties, which includes access to a desk, chair, and secure space for personal belongings.

2. Special Education Case Managers

Except where otherwise provided herein, Case Managers shall be provided the same workday and work year as articulated in Article 17.A and 17.B.
a. All Staff currently carrying out responsibilities and duties of a Case Manager on a full-time basis shall be titled as such and be bargaining unit members.

b. Each school shall have a full-time Case Manager. In addition to carrying out Case Management responsibilities and duties, the Case Manager may be assigned to teaching responsibilities for at least one-half of the workday and shall be entitled to the stipend as set forth in Article 15.

c. For K-12 case managers, 125 students trigger review by the Director of Specialized Instruction to consider the need for additional case managers. The Parties agree to meet to negotiate over case manager allocations by the conclusion of the 2023-2024 school year.

d. The Employer shall assign Case Managers or Instructional Staff carrying out responsibilities and duties commensurate with the position of “Case Manager” uniformly across campuses operated by the Employer, and such responsibilities and duties shall include planning, preparation, and meetings in addition to caseload management.

e. Case Managers shall not be assigned lunch/recess duty.

f. Any extra duties assigned to Case Managers (e.g., arrival of dismissal duties, breakfast supervision duties, etc.) shall not occur on the school’s “team day” if such duty conflicts with any team preparation or meeting time.

g. Except in cases of emergency, for LBS1 certified educators, Case Managers shall not be assigned as substitute teachers.

h. Elementary Case Managers will follow elementary presentation of learning schedules. High school Case Managers will follow high school conference schedules. K-12 will follow elementary presentation of learning schedules.

i. During Parent Strategy Meetings, Case Managers shall be available to meet with any parents or teachers about specialized service needs and all other time shall be dedicated to case management duties.

j. Case managers may volunteer to work up to ten (10) additional days per year beyond the work year otherwise specified in this Agreement. These additional workdays may be scheduled in increments (i.e., the additional days are not worked consecutively) as operationally necessary at the start or end of the summer break period. These additional workdays shall be scheduled in advance in collaboration with the Administration. Case managers shall be paid at a per diem hourly rate for all days worked beyond the school year based upon their annual salary.
3. Counselors

Except where otherwise provided in Section A and B of this Article, the following terms and conditions of work and rights shall apply to bargaining unit members assigned to the employee classification of “Counselor”:

a. Counselors shall follow the same school calendar and the same workday as High School Instructional Staff and shall organize their own before and/or after school activities.

b. Counselors shall be provided use, as needed, of a workspace at each campus where appropriate confidentiality can be maintained. The Employer agrees to provide counselors with a “safe space” workspace for students which shall be separate from all ISS or discipline needs. The Parties acknowledge that the designated “safe space” within each school may be relocated based upon space limitations and operational needs.

c. Counselors shall have a minimum of five (5) dedicated continuous planning periods per week. Dedicated planning time shall not be used for personal business. Counselors on Remediation Plans may receive fewer dedicated planning periods as more intensive coaching is necessary for the Counselor to improve.

d. Counselors shall attend Parent-Conference Days and Engagement Events and will work the same hours during these days/events as other Instructional Staff.

e. No Counselor shall be used as a substitute teacher except in circumstances requiring temporary emergency supervisory, non-instructional, duty for the welfare of students or the safety of school operations.

f. If a student has been referred to a campus-level administrator for discipline, students must first meet with a campus-level administrator before being further referred to a Counselor, provided that any campus-based administrator may refer a student to a Counselor in emergency circumstances requiring intervention other than disciplinary action.

g. Counselors may volunteer to work up to a total of ten (10) additional days per year beyond the work year otherwise specified in this Agreement. These additional workdays may be scheduled in increments (i.e., the ten (10) additional days are not worked consecutively) as operationally necessary at the start or end of the summer break period or at the beginning of the holiday break period. These additional workdays shall be scheduled in collaboration with the Administration. Counselors shall be paid at a per diem hourly rate for all days worked beyond the school year based upon their annual salary.
h. Each High School shall have at least two (2) Counselors. Any K-12 school shall have at least one (1) Counselor. Nothing herein is intended to limit Acero’s rights under Article 25, Layoff and Recall.

i. PSC members at each school can review data to determine the school-based need for an additional Counselor. If the PSC recommends an additional full-time Counselor, it may submit a request to the Employer to staff an additional Counselor at that school.

j. Counselors may be assigned no more than one (1) lunch duty per day.

4. OSFA counselors

Currently, the classification of OSFA Counselor is unoccupied. However, in the event that the position of OSFA Counselor, or like position, becomes staffed in the future, the terms and conditions of employment shall be negotiated with the Union.

5. English Language Program Teachers

a. Beginning with the 2023-2024 school year, the Employer will employ full- and/or part-time English Language Program Teachers who shall be considered bargaining unit members.

b. Except where otherwise provided, English Language Program Teachers shall be provided the same workday and work year under Article 17.A.

c. Each school shall have a full- or part-time English Language Program Teacher. The Employer will follow the metrics provided by CPS as of the effective date of this Agreement for the number of English Language Program Teachers at each school. However, nothing herein is intended to limit Acero’s rights under Article 25, Layoff and Recall.

d. English Language Program Teachers may be assigned no more than one (1) lunch duty per day.

e. Except in cases of emergency, English Language Program Teachers shall not be assigned as substitute teachers.

f. English Language Program Teachers shall work in collaboration with the Administration to create the schedule for Bilingual students throughout the school year.

6. Academic Interventionists

a. Beginning with the 2023-2024 school year, the Employer will employ full-time Academic Interventionists who shall be considered bargaining unit members.

b. Except where otherwise provided, Academic Interventionists shall be provided the same workday and work year under Article 17.A.

c. Each school shall have at least one (1) Academic Interventionist.
d. Academic Interventionists may be assigned no more than one (1) lunch duty per day.

e. Except in cases of emergency, Academic Interventionists shall not be assigned as substitute teachers.

f. PSC members at each school can review MTSS data to determine the school-based need for an additional Academic Interventionist. If the PSC recommends an additional full-time Academic Interventionist, it may submit a request to the Employer to staff an additional Academic Interventionist at that school.

7. School Social Workers

a. Beginning with the 2024-2025 school year, the Employer will exert its best efforts to begin the process of employing full-time School Social Workers. The Employer reserves its ability to continue utilizing contracted School Social Workers as operationally necessary. The Employer and the Union shall negotiate the terms and conditions of employment for School Social Workers prior to the beginning of the 2024-2025 school year.

D. Rights Of Classifications Within Non-Instructional Staff

1. Office Coordinators

   a. During days when Instructional Staff are required to work, Office Coordinators are to work eight (8) hours daily, inclusive of a 1-hour lunch period. When school is not in session, Office Coordinators are to work eight (8) hours daily, inclusive of a thirty (30) minute lunch period. Any deviation from an Office Coordinator’s typical lunch schedule may be approved in advance by the Principal or designee. Any hours worked in excess of forty (40) within a week shall be compensated at a rate of time and a half (1.5) the Office Coordinator’s hourly rate.

   b. Office Coordinators are to work a year-round schedule.

   c. No Office Coordinator shall be required to administer medication or to perform duties relating to medical treatment. An Office Coordinator may elect to be trained to do so (e.g., without limitation, blood borne pathogen training). Should an Office Coordinator be required to place phone calls to families related to students’ medical conditions, they shall be provided with adequate information about the underlying reason for the phone call in advance (except in emergency situations).

   d. Each year, all Office Coordinators shall be provided the necessary training during a network-wide professional development day in the computer programs and other protocols and programs which are a necessary function of adequately fulfilling their job responsibilities including but not limited to, record keeping, reporting requirements, cash handling, audits, hands-on training for InfoSnap and enrollment,
PowerSchool, IMPACT/ASPEN, STLS Clerk training, CPR training, forms, visitor passes and procedures, etc.

e. The Employer and the Union recognize the value of professional development. Office Coordinators shall be present at professional development as directed by their supervisor and may follow the Employer’s policies in requesting additional or external professional development.

f. No Office Coordinator shall be used as a substitute for a teacher.

g. Office Coordinators shall not be required to serve as translators except to adequately perform core work duties. However, the Parties acknowledge that translation may be incidental to and necessary for the adequate performance of an Office Coordinator’s normal work duties.

h. After the first fifteen (15) minutes of time spent supervising students during late pick-up, early arrival, student discipline, etc., Office Coordinators shall be compensated thirty-eight dollars ($38) for each hour, or fraction thereof, spent supervising students during late pick-up, early arrival, student discipline, etc.

i. All Office Coordinators shall be provided a separate and secure workspace on campuses that can accommodate such. No Office Coordinator shall be required to work in person at a school without another employee present in the school for the duration of the time an Office Coordinator is present.

j. All Office Coordinators shall be provided with adequately functioning Network standard technology.

k. Office Coordinators shall not be responsible for the creation, or maintenance, nor the scheduling of emergency plans, FIMS or drills, or parent volunteer coordination/supervision, except for Friday Folder supervision.

2. IT (Helpdesk) Technicians

a. During the school year, IT Technicians are to work seven and one half (7.5) hours, exclusive of an hour lunch period. When school is not in session, IT Technicians are to work 7.5 hours, exclusive of a thirty (30) minute lunch period. Any hours worked that exceed forty (40) within a week shall be compensated at a rate of time and a half (1.5) the IT (Helpdesk) Technician hourly rate.

b. IT Technicians shall be provided the use, as needed, of a workspace at each campus.

c. IT Technicians are to work on a year-round schedule.

d. The Employer and the Union recognize the value of professional development. IT Technicians shall be present at professional development as directed by their supervisor.
supervisor and may follow the Employer’s policies in requesting additional or external professional development.

e. IT Technicians shall be provided with an adequate parking arrangement on days they are responsible for transporting technology and/or equipment safely to and from their vehicle.

3. Graduate Support Advisors

Currently, the classification of Graduate Support Advisor is unoccupied. However, in the event that the position of Graduate Support Advisor, or like position, becomes staffed in the future, the terms and conditions of employment shall be negotiated with the Union.

E. All Bargaining Unit Members

1. Multiple Campuses

All bargaining unit members who travel from one school to another on a regular basis shall have the same rights to a planning/preparation period, lunch period, and physical relief breaks as do other comparable staff members. Adequate time to travel between sites shall be provided. Further, bargaining unit members shall be reimbursed for actual miles driven between sites at the current IRS mileage rate.

2. Provisional Employees

All provisional employees shall be provided professional development opportunities relating to network and campus systems, procedures and policies relevant to their job responsibilities during days dedicated to professional development pursuant to this Article or within forty-five (45) days of the start of their employment for provisional employees in classifications within the Non-Instructional employee category.

3. School Cancellation

In the event the Employer determines that safety conditions requires the cancellation of student attendance, all bargaining unit members shall be notified of such via e-mail. Bargaining unit members shall not lose pay for any day of student attendance cancelled due to inclement weather or safety conditions.

F. Procedures for Waiver

1. At schools the Employer is unable to guarantee the right of all Bargaining Unit members to their contractual minutes of duty-free, continuous and self-directed preparation time each week, or satisfy the course load requirements applicable to High School Teaching Staff, the waiver procedures described in this Article shall be followed. Neither the Employer nor its representatives may seek a waiver of rights other than those contemplated by this Agreement.
2. The Principal, acting on behalf of the Employer, shall meet with the campus Professional Solutions Committee in the event that such scheduling constraints prevent the Employer’s guarantee of such rights and a waiver is required. The campus Professional Solutions Committee shall agree upon the terms and conditions of any such waiver and the procedures for taking a vote, which must be approved by duly authorized representatives of the Employer and Union.

3. All union members impacted by a request for a waiver from the requirements of this Article shall vote by ballot to approve or deny the waiver. Any vote for a waiver of such rights may be approved by a two-third majority of impacted bargaining unit members. If a waiver is not passed, the same waiver shall not be requested again in the same school year.

4. The Parties shall ensure that a sample ballot and the proposed waiver ballot is posted forty-eight hours prior to any vote. Any posting describing the rights being waived must include a detailed description of those rights.

5. The Union may schedule, and the Employer shall facilitate, a meeting for impacted bargaining unit members prior to the vote.

6. If the waiver is approved, the results of such vote shall be shared with the Employer and Union, and the Principal and school-based representative of the Union may execute a waiver.

7. Copies of all waivers shall be forwarded to the Parties’ duly-authorized representatives.

8. The approved waiver automatically terminates at the conclusion of the school year during which it was executed.

9. Failure to implement the procedure, failure to implement the approved waiver and/or improper implementation of the approved waiver, as set forth in the posting described above, shall be subject to the grievance procedure under the Agreement, except where no contractual violation occurred as a result of such failure or defect.
ARTICLE 18 - GENERAL WORKING CONDITIONS

1. Job Descriptions

Bargaining unit members shall be provided with a job description upon hire, which may be updated by the Employer when appropriate in its discretion. Updated job descriptions will be re-distributed to affected members upon completion of revisions. Job descriptions shall define job responsibilities and specify reporting relationships.

2. Technology

The Employer shall provide access to technology and software and relevant training necessary for bargaining unit members to perform their required job responsibilities.

3. Personnel Policies and Procedures

The Employer’s Policies and Procedures shall continue to apply in full to bargaining unit members. However, to the extent that any Policies or Procedures are contrary to or inconsistent with this Agreement, such provisions are superseded by this Agreement. Any changes to the Employer’s Policies and Procedures will be communicated to bargaining unit members. Bargaining unit members shall be provided electronic access to the Employer’s Policies and Procedures.

4. Class Roster Feedback

Throughout the school year, bargaining unit members may request a meeting to bring concerns about roster changes or urgent or emergent issues to their administrator. At this meeting, the bargaining unit member and administrator will collaborate to formulate possible solutions to resolve the issue(s) in question.

5. EL Student Responsibilities

Necessary information about ELs shall be distributed to Instructional Staff as it becomes available. This information shall include student names for each student with whom the Instructional Staff member works, EL proficiency levels, ACCESS score data, classroom intervention recommendations, and a contact person for EL support.

6. New Staff Orientation

Upon hire, new bargaining unit members shall be provided with the necessary information and training required for them to perform their required job duties and responsibilities.

7. Reports to Administration
Bargaining unit members are encouraged to report to the Employer 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.

8. Translation Services

The Employer shall continue to provide outside translation services for staff.
ARTICLE 19 - CLASS SIZE

A. Apprentices for Kindergarten

All kindergarten classes shall have two (2) FTE Instructional Teaching Staff and/or Instructional Support Staff at all times.

B. Programming K-2 class sizes

Effective school year 2021-22, the following K-2 class size programming:

- Kindergarten: 30 students
- 1st Grade: 30 students
- 2nd Grade: 30 students

If the above class sizes are exceeded on either the 20th school day, or in any five (5) aggregate school days thereafter either semester, an apprentice will be added to the affected first or second grade class for the school year, unless the class size is exceeded because Acero is required to add an STLS student.

C. Programming Grade 3-8 class sizes

Except as provided below, and consistent with the Parties’ mutual intention that no current Acero student be removed from the network, class sizes shall be as follows:

Effective for school year 2021-22, classes will be programmed for 30 students.

The Employer shall identify and inform the Union of all students currently attending each school and in each grade (K-8). The Employer may not add any additional students to any 3-8 grade classroom at any school during the term of this agreement unless:

1. A student replaces another who has de-matriculated during the school year;
2. Acero is required to accept an STLS student; or
3. The resulting class size does not exceed the above programming limits;

The Employer shall give written notice of any students removed/added to the classroom in accordance with subparagraphs a. and b. above.

If the Employer observes the foregoing requirements, it may enroll up to 32 students in a class (exceeded only to accommodate STLS enrollments), provided it makes best efforts to reassign the 31st or 32nd student, as appropriate, so as to comply with the foregoing programming limits.

If any class size per grade exceeds the above-stated class size on either the 20th school day, or thereafter in any five (5) aggregate school days in either semester, an apprentice will be
added to the class for the school year and the teacher shall be paid a stipend of $1,000 per class per semester.

D. Programming Grades 9-12 class sizes

1. An Instructional Staff member will maintain no more than a one hundred fifty (150) student instructional load on a daily basis. For those Instructional Staff members on a block schedule, the limit for the daily student instructional load will be ninety (90) students. The campus Professional Solutions Committee will participate in programming students for their designated classes, with the goal of achieving 30 students per class. Should a High School class exceed the goal of achieving 30 students per class as of the 20th school day, the issue may be addressed by the Professional Solutions Committee consistent with the procedures outlined in Article 6, Committees.

2. In the event the instructional load is exceeded, the Employer will have thirty (30) days to reassign students in order to maintain the load or to assign another qualified staff member if the load cannot be maintained. If the instructional load cannot be maintained the Instructional Staff member shall receive a stipend as defined below.

E. Programming Special Education class sizes

Special Education class sizes shall be programmed as required by law, which is currently:

1. No more than 15 students when all students spend less than 20% of their day in the special education setting (LRE 1). The Employer may increase the class size by a maximum of 2 students when an apprentice is assigned for the entire class.

2. No more than 10 students when at least one student in the class spends between 21-60% of his/her day in the special education setting (LRE 2). The Employer may increase the class size by a maximum of 5 students when an apprentice is assigned for the entire class.

3. No more than 8 students when at least one student in the class spends more than 60% of his/her day in the special education setting (LRE 3). The Employer may increase the class size by a maximum of 5 students when an apprentice is assigned for the entire class.
ARTICLE 20 - CULTURALLY RELEVANT EDUCATION

Culturally relevant curriculum and/or resources shall be a standing item on the Professional Solutions Committee agenda, or relevant PSC subcommittee, so as to provide culturally relevant education to all students. The Employer shall approve for purchase resources compatible with current technology, during the same school year, as agreed upon by the PSC for this purpose.
ARTICLE 21 - DIVERSITY AND INCLUSION

1. The parties share a commitment to diversity and inclusion, including having a diverse workforce in terms of race, gender identity, and sexuality. In furtherance of this commitment, the parties shall incorporate discussions on Diversity & Inclusion within the Professional Solutions committee meetings or create a subcommittee of the PSC on Diversity & Inclusion. If a subcommittee is formed by the PSC, it shall meet at least once per month.

2. The PSC and/or the Diversity & Inclusion subcommittee may recommend initiatives pertaining to diversity, including diversity training, recruitment, retention, mentoring, and professional development to each school’s administration.

3. When the employer seeks candidates for vacant positions, the Employer shall make good faith efforts to disseminate such postings and expand recruiting efforts to candidates from traditionally under-represented groups, consistent with applicable law, this Agreement, and the Employer’s policies.

4. The Employer shall designate mandatory training sessions for staff, focused on racial equity, gender equity, trauma informed pedagogy, and Title IX procedures.

5. The Union may submit training recommendations to the Principal or the Employer in writing, and such recommendations shall be addressed by the PSC.

6. Newly hired staff will be furnished with diversity training materials as part of their onboarding.

7. Acero will conduct an annual anonymous survey of all bargaining unit members to assess the current working environment as outlined in Article 6, Committees. The survey shall be created by Acero with input from the Network Labor Management Committee. Findings of the survey will be shared with both the Professional Solutions Committee and the Diversity & Inclusion subcommittee, to inform their recommendations.

8. The Employer will provide staff demographic and retention data annually to the Union.

9. Bargaining unit members who participate in an exit interview may elect to have a Union representative present during the exit interview.
ARTICLE 22 - SANCTUARY EMPLOYER & SCHOOL

The Employer’s school sites are 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.

Students and families trust the Employer 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. The Employer recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law. Similarly, the Employer shall not inquire about or demand proof of an employee’s immigration or citizenship status, except as required by law.

Upon request by ICE agents to enter school grounds or to obtain or review the school’s or the Employer’s records, the Employer shall verify the immigration agent’s credentials, inquire into the reason as to why the agent is requesting access, and require a duly authorized warrant or court order signed by a federal judge. The Employer shall not voluntarily permit access to its property or any records contained therein by agents of ICE unless legally required to do so. Nor shall the Employer otherwise release to any third parties, other than the Union, any information pertaining to immigration status except with the bargaining unit member’s written consent or as required by law.

In the interest of ensuring the success of the commitments made in this Article, the Employer and the 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, provided, the Employer isn’t obligated to incur any expense.

Upon written request, the Employer will provide available assistance to any bargaining unit member who has received a work authorization document under the Deferred Action for Childhood Arrivals (DACA) or a similar program (“Affected Employee”) in order to determine the extent to which said bargaining unit member’s work status will be affected by the termination of DACA and whether said member may be eligible for any employment-based immigrant or non-immigrant visas.

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 for the employee or the employee’s spouse, domestic partner, and/or children. The Employer may request verification of such absence.

In the event that the Employer is no longer permitted to employ an Affected Employee due to immigration status, the Employer agrees to treat the Affected Employee’s separation as a leave of absence for purposes of the bargaining unit member’s return to work. Specifically, the Employer agrees to reinstate the Affected Employee to the bargaining unit member’s former
position, if available, without loss of prior seniority upon the bargaining unit member 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 bargaining unit member to substantially similar employment or the next available opening for which the member is qualified and at that position’s salary with no loss of pay.

Bargaining unit members shall not face any Employer discipline for following the policies contained in this Article, provided that bargaining unit members do not violate the professional conduct required in the Employer’s policies.

The provisions contained within this Article shall in no way prohibit the Employer from honoring and complying with a duly authorized warrant and shall not be construed or applied so as to obligate the Employer or any of its agents to violate any State or Federal statutes.
ARTICLE 23 - LGBTQ+ SAFE SCHOOLS

The Parties share the goal and interest in promoting school as a place where the identities of students and staff are respected, valued, and affirmed. Bargaining unit members shall not disclose information about students to third parties that is inconsistent with and/or prohibited by Acero’s Transgender Support guidelines and/or applicable law.

1. The Employer will continue to follow its Transgender Support guidelines and/or any guidelines provided under this Agreement. The Employer will make its best efforts to discuss in advance any updates to the Employer’s Transgender Support guidelines and polices with the Labor Management Committee.

2. The Employer shall use bargaining unit members’ personal name and pronouns at all times. The Employer will encourage all staff to use students’ personal name and personal pronouns.

3. The Employer shall provide a (Activity) stipend for bargaining unit members who sponsor a Gender & Sexualities Alliance. The activity sponsor of the GSA will also serve on the Diversity & Inclusion subcommittee, if they so choose and if one exists.

4. The Employer will continue to maintain anti-bullying policies that includes language that specifically prohibits harassment based on gender identity, sexual orientation, and gender expression. The Employer will make its best efforts to discuss in advance any updates to the Employer’s anti-bullying policies with the Labor Management Committee.

5. All staff will undergo mandatory annual anti-bullying and diversity education.

6. The Employer will provide appropriate professional development to all staff members pertaining to gender and sexualities. The PSC may submit recommendations of such professional development for review by the Chief Education Officer for consistent use across the Network.

7. The Employer will maintain at least one gender neutral bathroom at each school. All staff are permitted to use the bathroom that corresponds to their gender identity. Free menstrual products will be provided in all schools. The PSC may consider the appropriate location and/or placement of these menstrual products, including in bathrooms and locker rooms.
ARTICLE 24 - PROFESSIONAL DEVELOPMENT & EQUITY COLLABORATIVE

1. The parties share a commitment to jointly advancing justice, equity and fostering supportive, anti-racist and sustainable school environments; to supporting culturally responsive and liberatory curriculum in schools; to providing appropriate, relevant, and effective professional development for teachers and school stakeholders; to cultivating restorative practices and centering repair instead of punishment in both our classrooms and throughout our schools; to developing and retaining a diverse teaching staff.

2. The Employer agrees to meet for the purpose of collaboration with representatives from CTU and other represented Charter and Contract School Employers to explore possibilities to secure and/or develop high quality professional development to advance the goals outlined within this Article. This body shall be known as the Chicago Charter/Contract School Professional Development & Equity Collaborative (the “PD & Equity Collaborative”). The Collaborative shall meet up to two (2) times per year, unless otherwise mutually agreed upon by all participants.

3. The PD & Equity Collaborative’s goals are to discuss high quality professional development that may contribute to the advancement of anti-racism in our schools, and to attempt to equip schools with the recommendations and supports needed to create anti-racist classrooms and school environments. The Collaborative shall also discuss currently available research to increase educator diversity, and improve diverse teacher retention, and foster safe and inclusive school climates.

4. To effectuate these purposes, the PD & Equity Collaborative will evaluate the feasibility of creating a guidance document which may address the professional development needs of CTU bargaining unit members, the development of anti-racist educational tools, and/or possible resources.
ARTICLE 25 - LAYOFF AND RECALL

A. Layoff

Should layoffs be necessary for lack of work or lack of funds, they shall be by inverse order of seniority with classification as defined in Article 2, Employee Categories, and below.

Any bargaining unit member displaced from his/her position shall be provided a list of all open and opening positions throughout the network by the Employer and allowed seventy-two (72) hours to exercise rights under this Section. The Affected Employee may exercise his or her seniority for the following options in lieu of layoff, provided that the member is qualified for the position:

1. First, to fill any vacant position in the same employee classification at any school operated by the Employer;

2. Second, if no position described above in 1.) is available, to displace a member in the same employee classification with less seniority at the campus level;

3. Third, if no position described above in 2.) is available, to displace a member in the same employee classification with less seniority at any school operated by the Employer,

A bargaining unit member subject to displacement by the above procedure shall be considered subject to layoff and shall have the right to exercise the same options. Displaced bargaining unit members who cannot displace any other bargaining unit members, or who do not exercise their rights under subparagraphs 1.), and 2.), and 3.) above, shall be laid off.

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

Layoff Delays: Beginning with the 2023-2024 school year, except in the case of school closures, layoffs of Special Education Apprentices shall be delayed until the 1st day of the following school year in order to determine if there is a lack of work based on incoming student enrollment and pending IEPs. Special Education Apprentices shall be provided the option to voluntarily transfer to a vacant position after June 15th in the event there is a potential lack of work at their assigned school for the following school year.

Bargaining unit members who are laid off shall be provided an additional three (3) business days after the effective date of the layoff to retrieve any physical materials from the Employer’s premises.
B. Recall

1. Bargaining unit members shall retain recall rights for two years following layoff. When the Employer determines to increase staffing in those classifications where bargaining unit members have been laid off, laid off bargaining unit members shall be recalled in accordance with the reverse application of the procedure for layoff.

2. Bargaining unit members who filled vacant positions or displaced other bargaining unit members in lieu of being laid off, and laid off bargaining unit members shall have the right to be recalled to their original positions.

3. Laid off bargaining unit members eligible for recall shall be allowed 72 hours to respond to a job offer. There shall be no limitation on the amount of occasions a recall offer is turned down within the two-year period. Should a bargaining unit member request to be removed from the recall list and/or fail to respond to two (2) recall opportunities, the Employer will no longer provide them with notice of recall opportunities. If the Employer notifies a laid off bargaining unit member of a recall opportunity via e-mail, the Union shall be copied.

C. Notice

The Employer shall notify the Union fifteen (15) days prior to the initial notice of displacement shall seek the Union’s views on the matter prior to taking action, and shall observe its impact bargaining obligations. Bargaining unit members subject to layoff shall be given forty-five (45) calendar days’ notice or forty-five (45) calendar days’ pay in lieu of notice by the Employer prior to the effective date of the layoff. Except in emergency circumstances, bargaining unit members 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.

D. Redefinition of Positions

If the Employer changes the license, endorsement, or qualification requirements for any bargaining unit position, the incumbent bargaining unit member in any such position shall be afforded a reasonable period of time and resources to attain any newly required credential(s) or skills. The Employer shall provide the Union with notice of any changes in licensure, endorsement, or qualification requirements for bargaining unit positions.

E. Seniority

1. Definition

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

2. Reinstatement
If a bargaining unit member resigns or is laid off, and subsequently is rehired by the Employer within two years of separation, the bargaining unit member’s prior accrued seniority will be recognized upon rehire. The bargaining unit member shall be placed at the salary schedule step and lane occupied at the time of resignation or layoff. Step adjustment shall be applied for any experience acquired within the two years of separation which is pertinent to the bargaining unit member’s job duties and responsibilities, subject to Employer review. Lane adjustment shall be applied for any educational attainment acquired within the two (2) years of separation relevant to the bargaining unit member’s position, consistent with Article 15, Compensation.
ARTICLE 26 - TRANSFERS AND REASSIGNMENTS

A. Transfers and Reassignments, Generally

For purposes of this Article, a “Voluntary Transfer” shall mean a transfer requested by a bargaining unit member from an assigned classification within an employee category to a classification within the same employee category at a campus to which the bargaining unit member is not currently assigned. An “Involuntary Transfer” shall mean a transfer made in the same manner at the sole discretion of the Employer.

A “Voluntary Reassignment” shall mean a reassignment requested by a bargaining unit member from an assigned classification within an employee category at a campus operated by the Employer to a different classification within the same employee category at the same campus. An “Involuntary Reassignment” shall mean a reassignment made in the same manner at the sole discretion of the Employer.

B. Voluntary Transfers and Reassignments

No later than May 30th of each school year, any bargaining unit member desiring a Voluntary Transfer or Reassignment for the following school year shall submit an application in accordance with procedures adopted by the Employer for any vacant position at campuses operated by the Employer.

Any bargaining unit member desiring a Voluntary Transfer or Reassignment shall be considered for all vacant positions identified by the bargaining unit member in his or her application, provided that the bargaining unit member is qualified to fill such position at the time of application. Such consideration shall include an opportunity to meet or discuss the transfer or reassignment with the individual delegated hiring authority for the vacant position by the Employer (i.e., the direct supervisor of the vacancy to be filled or “hiring manager”).

As with the filling of any open position, the Employer reserves the right to determine the best applicant for the position given the needs of the campus and the students it serves. However, the Employer will make reasonable efforts to prioritize consideration of any bargaining unit members desiring a Voluntary Transfer or Reassignment.

After affording the bargaining unit member an opportunity to be considered for a vacant position, the Employer shall exert its best efforts to notify a bargaining unit member of an approved transfer or reassignment within two (2) weeks. In any event, the Employer shall notify any bargaining unit members applying for a Voluntary Transfer or Reassignment that his or her application has been approved or denied no later than June 15th of each year. If approved to fill two (2) or more vacancies by the Employer, the bargaining unit member shall be entitled to accept the transfer or reassignment to the position of their choosing but must do so within seventy-two (72) hours of receiving notice of the approval.
Any bargaining unit member desiring a Voluntary Transfer or Reassignment following May 30th of each school year or during the following school year shall apply for and be considered for any vacant positions in the same manner as any external candidate.

Bargaining unit members will not be retaliated against for requesting a Voluntary Transfer or Reassignment and all bargaining unit members requesting a Voluntary Transfer or Reassignment shall be entitled to return to the same classification and assignment to which they were assigned at the time of their application if the transfer or reassignment is declined or denied, provided the bargaining unit member has not (a) received notice of an Involuntary Transfer or Reassignment in accordance with this Article or (b) is subject to dismissal for reasons set forth in Articles 9, 25 or 31 of this Agreement.

C. Involuntary Transfers and Reassignments

The Parties recognize that the Employer may be required to transfer or reassign certain bargaining unit members without their consent. In such circumstances, the Employer will consider the specific needs of the campus in question, and the specific qualifications and certifications of the members. The Employer shall exert its best efforts to notify bargaining unit members no later than June 15th each year of its intent to transfer or reassign a bargaining unit member, and such transfer or reassignment shall be effective at the start of the following school year.

However, the Employer and the Union acknowledge that circumstances may arise that require a transfer or reassignment of a bargaining unit member without affording such notice. The Employer shall demonstrate that it has exhausted all other options prior to making this change. In such circumstances, the Employer, bargaining unit member, and Union will meet to discuss the Involuntary Transfer or Reassignment, and the Employer shall consider and address any specific concerns raised by the Member. The bargaining unit member shall not be observed for evaluation purposes for 30 days and the Employer shall address any professional development, instructional materials or other needs created by the reassignment or transfer.

Under no circumstances will the Employer transfer or reassign a bargaining unit member in a punitive or discriminatory manner. Nor may the Employer involuntarily transfer or reassign a bargaining unit member to a classification in an employee category other than the category to which the bargaining unit member is then assigned.

D. Effect of Transfers and Reassignments

Neither Voluntary nor Involuntary Transfers or Reassignments shall extend the provisional period, and Affected Employees shall retain their seniority and their previously accrued steps and lanes within their classification.

E. Notice of Vacancies
Whenever the Employer intends to fill a vacant job position within the bargaining unit, the Employer shall ensure that a notice of such vacancy is made available to all bargaining unit members, and that notice of the vacancy shall include a description of the knowledge, skills, and abilities required of the position as well as the work location, job duties and other responsibilities of the position. Any vacancy must remain open for seven (7) calendar days from the date notice of the vacancy was made available to bargaining unit members, unless the vacant position is determined by the Employer to be a hard-to-fill position or a position that is required to be filled sooner in order to meet the instructional needs of students. Internal candidates who apply for and are qualified for a vacant job position within the bargaining unit shall receive an interview for the position.
ARTICLE 27 - NO-STRIKE/NO-LOCKOUT

During the term of this Agreement, the Parties agree that bargaining unit members shall not engage in a strike or other concerted refusal to work, including but not limited to sympathy strikes, and the Employer agrees that it shall not lock out the employees. The Union shall not instigate or condone such activities and agrees to exert its best effort to its union officers and members to comply with this Article.
ARTICLE 28 - SUCCESSOR CLAUSE

The employer will not sell, transfer, assign or otherwise divert the assets, ownership or operation of this network, or portion thereof, to any person or entity that does not agree to hire all of the bargaining unit members covered by this Agreement. The acquiring entity shall be informed regarding the existence of this Agreement and shall consent to hire the bargaining unit members covered under this Agreement, no less than ten (10) days prior to the acquisition. The Union shall be given written notice no less than twenty (20) days prior to any action described in this paragraph. Upon acquisition or transfer to another entity, a copy of each bargaining unit employee’s personnel file shall be provided to the acquiring entity.
ARTICLE 29 - STATUTORY CHANGES

Improvements in benefits included in this Agreement which is brought about by the amendment or addition of statutory guarantees now provided in Illinois or federal law shall be incorporated into this Agreement.

If there are improvements in funding ratios or if there is a reduction in funding or a reduction or elimination of benefits, which are brought about by the amendment or addition of statutory guarantees now provided in Illinois legislation or administrative law, rules, regulations or procedures or federal law then either the Union or the Employer may, upon written notice to the other, reopen this Agreement for the sole purpose of negotiating the impact of said improvements of reductions on the wages and benefits provided in the Agreement. The Parties agree to conduct such negotiations on an expedited basis, and make every effort to conclude such negotiations as quickly as possible.
ARTICLE 30 - SAVINGS CLAUSE

This Agreement shall be interpreted to reflect the lawful intent of the Parties. If any provision of this Agreement or application thereof to any party is declared invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such invalidity, illegality, or unenforceability does not affect other provisions or applications of the Agreement, which can be given effect without the invalid application or provision, and to this end the provisions of this Agreement are severable, unless otherwise provided for by law. A court may substitute a lawful term or condition for any provision found to be unlawful, provided that any such substituted provision shall not deny the Parties the benefits arising to them under this Agreement. Otherwise, this Agreement shall thereupon be reopened in order that the Parties may negotiate a lawful replacement to each voided provision that implement to the greatest extent possible the purposes of the void provision.

There shall be no reduction in benefits during the term of this Agreement without mutual agreement of the Parties, unless otherwise prohibited by law.
ARTICLE 31 - EVALUATION

The purpose of the Employer’s evaluation system is to promote professional discourse that leads to self-reflection and improved instructional practices. This is accomplished through mutual respect between the evaluator and Staff member and the expertise of both. Ideally, scores are a reflection of a mutual agreement and happy medium between the evaluator and Staff member. By engaging in reflective conversations around current practice, best practices and setting goals to strengthen teaching and learning, mutual understanding and ideas are shared and planned for improving learning for all students.

A. Joint Committee on Evaluation Criteria.

No later than forty (40) days following the effective date of this Agreement, a Joint Committee on Evaluation Criteria will be established. If possible, representatives appointed by the Employer shall include at least two building level administrators (Principal, Assistant Principal, Instructional Coach, etc.), along with network representative(s) of the Employer’s choice, one of which shall be a certified evaluator. Representatives appointed by the Union will include membership from across the spectrum of Instructional Staff and Non-Instructional Staff and will be determined by the Union. No fewer than five (5) members will make up the Union’s representation. The Union and Employer shall have equal voting power without regard to the number of individual representatives that each party has on the Committee.

The Committee shall be charged with the following:

1. Recommendations concerning the appropriate weight (except when weights have already been described in this Article) to assign student performance and growth in determining summative ratings for Instructional Staff performance;
2. Recommendations concerning standard templates, forms or evaluative tools intended to document and provide evidence of evaluative outcomes (e.g., an evaluative tool that will serve to enhance the support of multilingual learners and align with best practices for students who are multilingual learners); and
3. Recommendations concerning creation of separate frameworks to support the coaching of employees that may be used by the Employer to evaluate the performance of any Instructional or Non-Instructional Staff classification, provided such recommendations address separate frameworks for classifications identified in this Agreement.

The Committee shall meet upon the request of either Party to consider or make revisions to the evaluation process, rubric or scoring methods established as a result of a recommendation of the Committee. Such recommendations shall be shared with the CEdO by a majority vote of the Committee to provide recommendations for improvements to the process and may not diminish the rights established by this Article or otherwise be inconsistent with the terms or conditions set forth herein.
B. Orientation

The Employer shall provide an orientation that explains the use of the Instructional Staff Coaching Framework for providing instructional support and assessment, as well as its use by the Employer in evaluation and remediation. This shall take place during paid professional development time. It will be presented and explained to all Instructional Staff at the beginning of the school year, no later than the last school day in September. No formal or informal observations shall be conducted until after this orientation. The Employer shall provide, via electronic mail, notice that a performance evaluation will be conducted during the school year to each Instructional Staff member who will be evaluated during that school year.

C. Instructional Staff Performance

During the term of this Agreement, Instructional Staff will be evaluated in accordance with the terms and conditions set forth herein.

The Employer may document bargaining unit member performance against the Danielson framework each week (unless otherwise stated below) using the Instructional Staff Coaching Framework. Bargaining unit member performance may be documented by assigning the bargaining unit member an assessment score based on informal observations conducted during the week. Informal observations shall be no less than 15 minutes. Assessment scores may be assigned for Domains 1, 2 and 3 or any subdomain within such Domains. (Domain 1 scores shall be based on the review of lesson/unit planning.) Such measures must be based only on observable evidence, and a summary of any evidence obtained must be included in writing on the Instructional Staff Coaching Framework. The employer may assign the bargaining unit member no more than one assessment score in any given week. The Instructional Staff Coaching Framework shall be used for coaching purposes by the Employer to provide targeted supports to Instructional Staff who have not completed a summative evaluation cycle or who have received a summative evaluation score of 2.99 or less during the last summative evaluation. Any Instructional Staff described in the preceding sentence may be informally observed weekly. Upon request by a bargaining unit member, the Employer may complete the Instructional Staff Coaching Framework for Instructional Staff with the most recent summative evaluation score of 2.99 and may volunteer for informal weekly observations and coaching meetings. The Instructional Staff Coaching Framework may not be used as evidence to support remediation for the bargaining unit member.

Assessment scores for any informal observation must be shared with a bargaining unit member within seven (7) days of the observation through the Instructional Staff Coaching Framework, which shall be made electronically available to the bargaining unit member. Upon request, any bargaining unit member is entitled to request that the Employer dedicate time to the bargaining unit member weekly to discuss the assessment scores and provide additional coaching. No informal observations may take place during testing or exams. No informal observations can take place if the scores from the most recent informal observation have not yet been shared with the bargaining unit member or the bargaining unit member has
not yet had an opportunity to discuss the assessment scores with the Employer if requested to do so.

D. Formal Observations and Evaluation

1. Formal Observations and Evaluation, Generally

During the term of this Agreement. Instructional Staff will be evaluated in accordance with the terms and conditions set forth herein.

2. Requirements for Formal and Informal Observations to be used in Evaluation

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<tr>
<th>Years of Service</th>
<th>Formals</th>
<th>Informals</th>
<th>Eval Score</th>
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<td>1 per year</td>
<td>2+ per year</td>
<td>1 formal, 2+ Informals, Student Data (if applicable)</td>
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<td>4+ On Year</td>
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<td>On Year: 1 formal, 0+ Informals, Student Data (if applicable)</td>
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<td>At the request of employee, Optional 2nd</td>
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<td>0 per year</td>
<td>2+ per year</td>
<td>Off Year: No Summative Rating; Coaching/Feedback provided based on informal observations</td>
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From zero through the completion of three (3) years of service with Acero, Instructional Staff shall receive one (1) formal observation cycle (pre-conference, observation, post conference) every year and a minimum of two (2) informal observations every year. Any bargaining unit member assigned to a classification within Instructional Staff may request that the Employer conduct a second formal observation. If such a request is timely made (ten (10) days after the post observation meeting), the Employer shall conduct a second formal observation.

Instructional Staff that have completed three (3) years of service with Acero (beginning of the fourth year of service and so on), shall receive one (1) formal observation cycle (pre-conference, observation, post conference) every other year. Any bargaining unit member assigned to a classification within Instructional Staff may request that the Employer conduct a second formal observation. If such a request is timely made (ten (10) days after the post observation meeting), the Employer shall conduct a second formal observation. On an Instructional Staff member’s “On Year,” it is at the discretion of the
supervisor to determine the number of informal observations. On an Instructional Staff member’s “Off Year,” they shall be informally observed at least two (2) times per year in order to provide coaching and feedback through the year. During an off year, the Employer reserves the right to require a formal observation cycle (pre-conference, observation, post conference) where the Instructional Staff member has two (2) unsatisfactory informal observations, consistent with the below.

For the purpose of calculating years of service, for Instructional Staff that begin before September 30, that year will count towards years of service for purposes of evaluations. For Instructional Staff that begin after September 30, that year will not count towards years of service for purposes of evaluations.

Where an employee requests an additional formal observation cycle, each formal observation must be thirty (30) days apart from the previous observation. Each formal observation shall include a score for each domain and subdomain in the summative rating of a bargaining unit member using the Danielson evaluation framework.

No formal or informal observation may take place during the last five (5) days of the first semester or the last thirty (30) days of the final semester, unless otherwise agreed upon by the Parties.

Formal and informal observations shall not take place during the first week of any semester.

Formal observations must last at least forty-five (45) minutes or the length of a class period, whichever is shorter, and may not extend from one class period to another. Informal observations shall include a communication to the member within two (2) business days after the observation. Scores shall be based on observable data from the Danielson framework or other rubrics depending on the position.

Informal observations must last at least fifteen (15) minutes but no more than thirty (30) minutes. Staff shall be given notice of a three (3) day window for when the informal observation may take place. The PSC shall determine the practice that alerts the employee that an informal observation is taking place.

Following an unsatisfactory informal observation and notification of the unsatisfactory informal observation to the employee, the Employer shall conduct a coaching session with the employee. After a second unsatisfactory informal observation and notification of the second unsatisfactory informal observation to the employee, the Evaluator may require that the employee complete a formal observation.

All bargaining unit members shall receive the opportunity for an end of the year meeting to discuss informal observations and goals for the next school year.

3. Pre-Observation Conferences
The Employer shall meet with the Instructional Staff member for a pre-observation conference within 1-5 days prior to a formal observation and provide forty-eight (48) hours’ notice of such pre-observation conference. For the first formal observation, the bargaining unit member shall select the subject and/or grade level they wish to be observed and will prepare materials for the pre-observation conference based on that subject and/or grade level. For any additional formal observations, the Employer shall select the subject or grade level for the observation to be observed. Bargaining unit members shall be provided the Employer selected subject or grade level to be observed in the pre-observation conference notice. The Employer may conduct the formal observation during the subject and grade level selected within 1-5 days following the pre-observation conference. The Employer and bargaining unit member shall discuss the goals and planning strategies for the instructional unit during the pre-observation conference, and the instructional unit discussed during the pre-observation conference shall be the unit formally observed.

No formal observation may occur during any exams or testing that were previously scheduled within the five (5) day period following the pre-observation conference. The pre-observation form may be filled out in advance of the meeting or during the meeting, as determined by the member.

4. Post-Observation Conferences

The purpose of any post-observation conference is to allow a chance for the Employer to provide clear feedback regarding its assessment of a bargaining unit member’s performance, communicate its expectations regarding performance standards upon which its assessment is based and identify needed improvement with respect to those standards based on their observation. The post-observation conference is intended to be an opportunity for Instructional Staff and evaluator to engage in collective discourse. Typically, a post-observation conference shall last no longer than thirty (30) minutes, during which time the Employer shall discuss with the bargaining unit member those aspects of a bargaining unit member’s performance most in need of improvement, discuss with the bargaining unit member any demonstrable evidence that their performance exceeded the evaluation rating that resulted from the formal observation and consider any evidence presented by the bargaining unit member in relation to their performance.

Each post-observation conference shall take place within 5-10 days of the formal observation. The Employer shall provide preliminary scores and the corresponding evidence considered in evaluating a bargaining unit member, regardless of Domain, at least twenty-four (24) hours prior to the post-observation conference. No score may be factored into a bargaining unit member’s evaluation with respect to any Domain absent evidence of the bargaining unit member’s performance relating to that Domain. Any score shall be determined based on the preponderance of evidence within any Domain, and any score shall be based upon demonstrative evidence of which the bargaining unit member has been made aware. The final formal observation score will be determined after the completion of the post-observation conference.
5. Evaluator

Evaluators conducting formal and informal observations on behalf of the Employer must successfully complete a training approved or recognized by the Illinois State Board of Education as qualifying an individual to become certified to evaluate instructional performance. The Employer shall make available to all Instructional Staff evidence that the Evaluator has successfully completed a training prior to conducting any evaluations and, if available, documentation from a third party listing the date of completion. If unavailable, the Employer shall identify the date of record on file in the Evaluator’s personnel record. No observations for the purpose of evaluation shall be conducted until after the training is completed.

Following a formal observation, a bargaining unit member may request that subsequent formal observations are conducted by another qualified evaluator, if available, by submitting a written request to the Employer describing, in detail, the bargaining unit member’s objection to the prior evaluation and the need to assign a different evaluator. The Employer shall attempt to accommodate such requests.

5. Scoring

a. Feedback (Domains 1-3 and 4a)
The evaluator shall provide written feedback on a standardized form developed by the Joint Committee on Evaluation Criteria within a specified period following each observation. The evaluator will take notes that are date and time stamped. These notes shall be the sole basis for scores. The scores shall only be issued based upon a preponderance of evidence and if there’s evidence to demonstrate the score issues for each domain.

The evaluator shall rate each subdomain based on preponderance of evidence collected during the observation and shall make connections between the scores of each sub-domain and the evidence/feedback cited by the evaluator.

b. Feedback (Domain 4b-e)
Instructional Teaching Staff shall be issued one Domain 4b-e ratings per year as part of the summative ratings but evaluators and staff are encouraged to discuss Domain 4b-e during any formal or informal conferences.

Instructional Teaching Staff shall be issued tentative summative domain 4b-e scores by June 1. Instructional Teaching Staff shall have the right to share any additional documentation to be used for summative Domain 4 scores within 5 working days before Domain 4 scores are finalized. All scores shall be based on demonstrative evidence. Evaluators shall meet with Instructional Teaching Staff to discuss Domain 4 scores if such request is made prior to finalizing scores.

7. Summative Ratings
Final average scores for Domain 1, 2, 3 and 4 shall be used to calculate an average. The default weight for each domain is for each to be weighted equally, so if there are four domains each will be worth 25%.

If a second formal observation is performed, only the score from the top formal observation shall be used to calculate the summative rating. The top two will be determined based upon the average of all domains within one formal observation. The final summative rating will be based upon applying ratio of 75% formal observations and 25% informal observations. In calculating any summative rating based on informal observations, the lowest two scores received as a result of informal observations during the first semester shall be excluded from the calculation in the same manner as the Second Step Remediation Plan.

Any classification not listed below (i.e., 2-8 Instructional Staff and High School ELA/Math Teachers) shall be assigned ratings as follows. In addition to the ratio of formal to informal observations described above, the final summative rating will be issued using the Instructional Staff Evaluation Tool and shall be weighted to include 70% ratings based on the Danielson Framework and 30% student growth data (consisting of 25% student standardized assessment data as determined by the Employer, and 5% standardized assessments contributing to the student growth), except that ratings for the classifications listed below shall be weighted as follows.

Summative ratings for the following classifications will be weighted 100% on ratings based on the Danielson Framework:
- Fine and Performing Arts, Physical Education, STEM and World Language Teachers ("MAPS Teachers")
- Teachers of Diverse Learners, Bilingual Resource Teacher
- Case Managers, Social Workers, Counselors, ELPTs, Academic Interventionists

Summative ratings for the following classifications will be weighted to include 70% ratings based on the Danielson Framework and 30% student growth data (except that the standardized assessments contributing to the student growth data shall be determined by the Joint Committee on Evaluation Criteria):
- Middle School/High School Science Teachers
- Middle School/High School Social Studies Teachers
- Kindergarten and First Grade Teachers

8. Rating Deadlines

All summative ratings must be issued by the end of the academic school year.

9. Inability to Rate
If the school fails to evaluate a bargaining unit member in accordance with this Article, or has previously failed to evaluate the bargaining unit member his/her rating will default to his/her most recent summative rating, or a rating of “passing”, whichever is higher. This applies to any rating that was issued without conformity to any provisions of this Article. If any of the steps are not followed, the summative is rescinded and the Instructional Staff member gets a “passing” rating. All ratings issued during the previous Agreement shall be considered void and shall not be considered.

E. Non-Instructional Staff

1. Evaluation Cycle

With respect to the evaluation of Non-Instructional Staff, as defined in Employee Categories, Article 2 of this Agreement, the intent of the Employer’s evaluation of bargaining unit members’ performance is to promote self-reflection, goal setting and performance improvement.

The evaluation process will include two (2) meetings per school year between bargaining unit members assigned to classifications within the Non-Instructional Staff category and their supervisor. The bargaining unit member and their supervisor will meet within the first thirty (30) days of each school year to set goals for the first semester. The non-instructional bargaining unit member and their supervisor will meet again between June 1 and July 15 of each year for an annual summative performance review, after this meeting, the bargaining unit member will be assigned a summative performance rating for the school year within 48 hours of meeting with the Employer. The Employer reserves the right to require a mid-year performance review meeting where the Non-Instructional Staff member is exhibiting performance issues.

At the time of the mid-year (if applicable) and summative performance review meetings, the bargaining unit member will be given a performance rating of exceeds, meets or fails to meet standards in relation to the bargaining unit member’s demonstrated performance. If necessary, the bargaining unit member may request changes to the performance goals previously agreed upon by the supervisor or the supervisor may establish new performance goals or remedial measures to be taken to improve performance.

2. Performance Goals

In establishing performance goals, the bargaining unit member and their supervisor shall discuss goals against which the bargaining unit member’s performance can be evaluated. The bargaining unit member and their supervisor should have equal voice and input in the creation of these goals, and the supervisor shall incorporate input provided by the bargaining unit member to the greatest extent possible. Notwithstanding, the supervisor shall have the right to establish or modify performance goals against which a bargaining unit member’s performance shall be measured.
The bargaining unit member shall have the right to identify and request any type of training and support needed in order to meet performance goals. The Employer and the bargaining unit member’s supervisor will make note of any request made during meetings related to the bargaining unit member’s performance and make reasonable efforts to provide such supports. In setting performance goals or evaluating bargaining unit member’s performance, the supervisor will also take into consideration issues of workload that can have an impact on performance.

3. Performance Evaluation

In setting performance goals or evaluating Non-Instructional Staff bargaining unit member’s performance, the Employer shall rely upon quantitative or qualitative measures of performance relating to the following:

a. Effectiveness – To address the bargaining unit member’s knowledge and skill level required for the work and whether that knowledge and skill is used in completing tasks to carry out the duties of their position.

b. Dependability – To address the level of supervision needed in order for the bargaining unit member to complete a task.

c. Professionalism – To address the bargaining unit member’s demeanor and behavior towards colleagues, students and community members.

Each evaluation meeting shall be documented through a formal written evaluation, which shall be prepared by each Non-Instructional Staff member’s supervisor. The Non-Instructional Staff member shall receive a copy of the feedback at the end of each interval and a copy of the formal summative written evaluation. Bargaining unit members will sign a copy to be retained by the Employer and a copy to be shared with the bargaining unit member. Every Non-Instructional Staff member shall have the right to submit comments to the formal summative written evaluation, which will be included with the written summative evaluation in each Non-Instructional Staff member’s personnel file.

F. Remediation and Dismissal for Unsatisfactory Performance

1. The Union and the Employer acknowledge the following with regard to remediation and dismissal of bargaining unit members for unsatisfactory performance. The goal of the remediation plan is intended to be corrective and supportive, rather than punitive.

2. Non-provisional bargaining unit members shall not be dismissed for poor performance without being given notice and an opportunity to remediate their performance. The remediation period will contain up to two (2) steps, with each lasting no fewer than forty-five (45) calendar days and no more than ninety (90) calendar days, at the Employer’s discretion and may be issued after any formal observation.
a. First Step Remediation Plan (45-90 days)
b. Second Step Remediation Plan (45-90 days)
c. Dismissal

The remediation plans for Instructional Staff will include a formal observation in accordance with this Article. The formal observation subject and/or grade level will be determined by Employer.

For a Non-Instructional Staff remediation plan, the Employer will include a meeting to discuss indicators of the bargaining unit member’s performance during the remediating period. Within five (5) school days of the remedial post-conference or remediation meeting, the Employer shall notify the bargaining unit member of any further remedial action. Union members may elect to have a union representative present at the remediation meeting.

3. A Mid-Year First Step Remediation Plan for Instructional Staff shall not start before the end of the second quarter/first semester and shall begin prior to the third week of the third quarter/second semester, unless the Employer is unable to begin the First Step Remediation Plan due to delay caused by the bargaining unit member or Union. In order to place a member of the Instructional Staff on a First Step Remediation Plan in the middle of the instructional year, the Employer must demonstrate that the bargaining unit member has scored a rating of 2.0 or below when averaging, with equal weighting (i.e., 50% for each) (in the event there were two formals), the bargaining unit member’s score from the most-recent formal observation provided that such observation has taken place during the current school year, and the member’s average informal assessment scores, excluding the two (2) lowest informal scores (if there are four or more informal observations), from Domains 2 and 3 from the Instructional Staff Coaching Framework. During remediation, the Employer must also assign a mentor to provide assistance to the bargaining unit member subject to remediation., Instructional Staff may volunteer to act as a mentor. If no Instructional Staff member volunteers for the role, the Employer shall assign a member of the leadership team to act as the mentor. Any Instructional Staff member assigned as a staff mentor shall be paid a “Leadership Stipend” or will be provided with release time.

Typically, the first step Remediation Plan based on a summative rating shall start thirty (30) calendar days after the start of a new school if an unsatisfactory rating is issued for the most recent summative evaluation.

4. In the case of Second Step Remediation Plan for Instructional Staff that results from the mid-year remediation process in the paragraph 3 above, the formal evaluation required under this section shall be performed by the bargaining unit member’s Principal or another certified leadership team member at the campus (at the option of the Instructional Staff member). If such an evaluation results in an evaluation score greater than 2.0, the Employer may not take further remedial action in accordance with this Section (i.e., dismissal).
5. In all remediation plans based on unsatisfactory performance, the bargaining unit member shall have an opportunity to discuss any performance concerns with the Employer. Any bargaining unit member placed on a Second Step Remediation Plan (either resulting from a mid-year placement or otherwise) may select an Instructional Coach of their choice assigned to the bargaining unit member’s campus. Prior to a determination that a bargaining unit member will be placed on a remediation plan under this Article, the Employer will provide written notice to the bargaining unit member of the need to discuss the bargaining unit member’s performance at a time scheduled by the Employer. Such notice shall meet the following requirements:

a. Once an unsatisfactory rating of 2.0 or lower is issued, a notice can be issued to bargaining unit member and the Union at least 48 hours prior to the meeting.

b. The notice will describe the nature of the unsatisfactory performance and shall be accompanied by documentation that was considered in determining that the performance was unsatisfactory. Instructional staff shall be provided feedback specific to the Danielson Domains and Non-Instructional Staff shall be provided feedback relevant to effectiveness, professionalism and dependability. The feedback shall be provided in the areas that are deemed unsatisfactory.

6. The Employer shall seek input from the bargaining unit member on remedial actions to improve the bargaining unit member’s performance. The Employer shall make a good faith effort to incorporate into the remediation plan any remedial actions proposed by the bargaining unit member. Notwithstanding the duty to make a good faith effort to incorporate any remedial actions proposed by the bargaining unit member, the Employer has the final decision on the contents and implementation of the remediation plan.

7. Within five (5) instructional days of a remediation period meeting, the bargaining unit member will be informed in writing that he or she has been placed on a remediation plan designed to correct the areas identified as unsatisfactory. The remediation plan shall accompany written notice to the bargaining unit member, and together the written notice and remediation plan shall be provided to the Union.

8. The Union and the Employer agree that the merit of any score assigned to a bargaining unit member as a result of or in connection with the evaluation process agreed upon by the Parties shall not be subject to the dispute resolution procedures of the Grievance Procedure, Article 8. Nothing herein shall prevent a bargaining unit member or the Union from submitting grievances relating to procedural rights established under this Article to the dispute resolutions procedures of the Grievance Procedure, Article 8. Procedural grievances relating to remediation may be filed at the time a remediation is initiated or a summative evaluation is issued.
Acero Charter Schools, Inc.
For the Employer:
SIGNED: ___________________________ BY: President and CEO

Chicago Teachers Union, Local 1
For the Union:
CTU President
SIGNED: ___________________________ BY: Stacy Davis Gates

CTU Charter Division Chair
SIGNED: ___________________________ BY: Jennifer Conant

CTU-UEJ Council Chair
SIGNED: ___________________________ BY: Caroline Rutherford

CTU-UEJ Bargaining Team:

Elise Kuchenbecker
Hilary Naffziger
Jean Kalisky
Joseph Gatrell
Kara Peterson
Kristin Kirby
Leah Raffanti
Mary O'Brien Combs
Sarah Glover-Ibarra
Tiffany Negron
Vasiliki Fosses
Zachary Warren
## Appendix A - Instructional Teaching Staff Salary Schedules

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